

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**AMENDMENT NO. 3 TO  
FORM S-1**

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**COHERUS BIOSCIENCES, INC.**

(Exact name of Registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**2836**  
(Primary Standard Industrial  
Classification Code Number)

**27-3615821**  
(I.R.S. Employer  
Identification Number)

**201 Redwood Shores Parkway, Suite 200  
Redwood City, CA 94065  
(650) 649-3530**

(Address, including zip code, and telephone number, including area code, of Registrant's principal executive offices)

**Dennis M. Lanfear  
President and Chief Executive Officer  
Coherus BioSciences, Inc.  
201 Redwood Shores Parkway, Suite 200  
Redwood City, CA 94065  
(650) 649-3530**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**Copies to:**

**Alan C. Mendelson, Esq.  
Latham & Watkins LLP  
140 Scott Drive  
Menlo Park, CA 94025  
Telephone: (650) 328-4600  
Facsimile: (650) 463-2600**

**Alan F. Denenberg, Esq.  
Davis Polk & Wardwell LLP  
1600 El Camino Real  
Menlo Park, CA 94025  
Telephone: (650) 752-2000  
Facsimile: (650) 752-2111**

**Approximate date of commencement of proposed sale to the public:**

As soon as practicable after the effective date of this Registration Statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer  Accelerated filer  Non-accelerated filer  Smaller reporting company

(Do not check if a smaller reporting company)

**CALCULATION OF REGISTRATION FEE**

Title of each class of securities to be registered	Proposed maximum aggregate offering price <sup>(1)</sup>	Amount of registration fee
Common Stock, \$0.0001 par value per share	\$	\$

(1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933, as amended. Includes shares that the underwriters have the option to purchase.

**The Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.**

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**EXPLANATORY NOTE**

This Amendment No. 3 to Form S-1 Registration Statement of Coherus BioSciences, Inc. is being filed solely to include certain exhibits to the Registration Statement. Accordingly, Part I, the form of prospectus, has been omitted from this filing.

**PART II**  
**Information Not Required in Prospectus**

**Item 13. Other Expenses of Issuance and Distribution.**

The following table sets forth the costs and expenses, other than the underwriting discounts and commissions, payable by the registrant in connection with the sale of Common Stock being registered. All amounts are estimates except for the Securities and Exchange Commission, or SEC, registration fee, the Financial Industry Regulatory Authority, or FINRA, filing fee and The NASDAQ Global Market, or NASDAQ, listing fee.

<u>Item</u>	<u>Amount to be paid</u>
SEC registration fee	\$ *
FINRA filing fee	*
NASDAQ listing fee	*
Printing and engraving expenses	*
Legal fees and expenses	*
Accounting fees and expenses	*
Blue Sky qualification fees and expenses	*
Transfer agent fees and expenses	*
Miscellaneous expenses	*
Total	<u>\$ *</u>

\* To be completed by amendment

**Item 14. Indemnification of Directors and Officers.**

As permitted by Section 102 of the Delaware General Corporation Law, we have adopted provisions in our amended and restated certificate of incorporation and bylaws that limit or eliminate the personal liability of our directors for a breach of their fiduciary duty of care as a director. The duty of care generally requires that, when acting on behalf of the corporation, directors exercise an informed business judgment based on all material information reasonably available to them. Consequently, a director will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for:

- any breach of the director's duty of loyalty to us or our stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- any act related to unlawful stock repurchases, redemptions or other distributions or payment of dividends; or
- any transaction from which the director derived an improper personal benefit.

These limitations of liability do not affect the availability of equitable remedies such as injunctive relief or rescission. Our amended and restated certificate of incorporation also authorizes us to indemnify our officers, directors and other agents to the fullest extent permitted under Delaware law.

As permitted by Section 145 of the Delaware General Corporation Law, our amended and restated bylaws provide that:

- we may indemnify our directors, officers and employees to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions;
- we may advance expenses to our directors, officers and employees in connection with a legal proceeding to the fullest extent permitted by the Delaware General Corporation Law, subject to limited exceptions; and
- the rights provided in our amended and restated bylaws are not exclusive.

Our amended and restated certificate of incorporation, attached as Exhibit 3.1, and our amended and restated bylaws, attached as Exhibit 3.3, provide for the indemnification provisions described above and elsewhere herein. We intend to enter into separate indemnification agreements with our directors and officers which may be broader than the specific indemnification provisions contained in the Delaware General Corporation Law. These indemnification agreements generally require us, among other things, to indemnify our officers and directors against liabilities that may arise by reason of their status or service as directors or officers, other than liabilities arising from willful misconduct. These indemnification agreements also generally require us to advance any expenses incurred by the directors or officers as a result of any proceeding against them as to which they could be indemnified. In addition, we have purchased a policy of directors' and officers' liability insurance that insures our directors and officers against the cost of defense, settlement or payment of a judgment in some circumstances. These indemnification provisions and the indemnification agreements may be sufficiently broad to permit indemnification of our officers and directors for liabilities, including reimbursement of expenses incurred, arising under the Securities Act of 1933, as amended, or the Securities Act.

The form of Underwriting Agreement, to be attached as Exhibit 1.1 hereto, provides for indemnification by the underwriters of us and our officers who sign this Registration Statement and directors for specified liabilities, including matters arising under the Securities Act.

**Item 15. Recent Sales of Unregistered Securities.**

The following list sets forth information as to all securities we have sold since January 1, 2011, which were not registered under the Securities Act.

1. In January 2011, we issued an aggregate of 1,615,000 shares of common stock to a service provider of the Company for aggregate cash consideration of \$8,075. These shares were subject to vesting restrictions which lapsed over time pursuant to the recipient's continued service to the Company. Such individual terminated services with the Company in March of 2013, at which time the Company repurchased 100,000 vested shares.
2. In January 2011, we issued an aggregate of \$159,840 in principal amount of unsecured convertible promissory notes and stock purchase warrants to purchase an aggregate of 106,560 shares of Series A convertible preferred stock at an exercise price of \$0.75 per share to five accredited investors. The warrants may be exercised at any time prior to their termination dates, which are five years from the date of issuance.
3. In March 2011, we issued an aggregate of 1,620,888 shares of our Series A convertible preferred stock at a price per share of \$0.75 for a combination of cash and conversion of \$160,699 in convertible debt, for an aggregate gross consideration of \$1.2 million, to 13 accredited investors.
4. From July 2011 through December 2011, in a series of closings, we issued an aggregate of \$10,394,477 in principal amount of unsecured convertible promissory notes and stock purchase warrants to purchase an aggregate of 587,543 shares of Series B convertible preferred stock at an exercise price of \$0.01 per share to 15 accredited investors. The warrants may be exercised at any time prior to their termination dates, which are seven years from the date of issuance.
5. In January 2012, we issued an aggregate of 8,754,742 shares of our Series B convertible preferred stock at a price per share of \$4.1841 for a combination of cash and conversion of \$10.6 million in convertible debt, for an aggregate gross consideration of \$36.6 million, to 18 accredited investors. An aggregate of 836,500 shares were issued as consideration for past and future services provided to the Company by one investor, for an aggregate value of \$3.5 million, which was determined (i) exceeded the par value of such shares and (ii) was no less than the aggregate purchase price for such shares.
6. In April 2012, we issued an aggregate of 95,600 shares of our Series B convertible preferred stock at a price per share of \$0.01, for an aggregate gross consideration of \$956, pursuant to the exercise of outstanding stock purchase warrants to two accredited investors.

7. In December 2012, we issued an aggregate of 4,788,365 shares of our Series B convertible preferred stock at a price per share of \$4.1841 for an aggregate gross consideration of \$20.0 million, to seven accredited investors. An aggregate of 2,876,365 shares were issued as consideration for past and future services provided to the Company by five investors, for an aggregate value of \$12.0 million, which was determined (i) exceeded the par value of such shares and (ii) was no less than the aggregate purchase price for such shares.
8. From July 2013 through September 2013, in a series of closings, we issued an aggregate of \$9,950,000 in principal amount of secured convertible promissory notes and stock purchase warrants to purchase an aggregate of 7,134,149 shares of Series B convertible preferred stock at an exercise price of \$0.01 per share to 19 accredited investors. The warrants may be exercised at any time prior to their termination dates, which are seven years from the date of issuance.
9. In February 2014, we issued an aggregate of 420,106 shares of our Series B convertible preferred stock at a price per share of \$4.1841 for an aggregate gross consideration of \$1.8 million, to two accredited investors. An aggregate of 13,623 shares were issued as consideration for past and future services provided to the Company by one investor, for an aggregate value of \$57,000, which was determined (i) exceeded the par value of such shares and (ii) was no less than the aggregate purchase price for such shares.
10. In February 2014, we issued an aggregate of 143,400 shares of our Series B convertible preferred stock in consideration for services rendered to four service providers.
11. In February 2014, we issued an aggregate of 1,051,286 shares of our Series B convertible preferred stock to certain stockholders of InteKrin Therapeutics Inc., or InteKrin, in connection with our acquisition of InteKrin.
12. In April and May 2014, we issued an aggregate of 7,420,944 shares of our Series B convertible preferred stock at a price per share of \$0.01, for an aggregate gross consideration of \$74,209, pursuant to the exercise of outstanding stock purchase warrants to 19 accredited investors.
13. In May 2014, we issued an aggregate of 10,930,508 shares of our Series C convertible preferred stock at a price per share of \$6.00 for a combination of cash and conversion of \$10.6 million in convertible debt, for an aggregate gross consideration of \$65.6 million, to 35 accredited investors. An aggregate of 16,667 shares were issued as consideration for past and future services provided to the Company by three investors, for an aggregate value of \$100,000.00, which was determined (i) exceeded the par value of such shares and (ii) was no less than the aggregate purchase price for such shares.
14. We granted stock options and stock awards to employees, directors and consultants under our 2010 Equity Incentive Plan, as amended, covering an aggregate of 9,748,372 shares of common stock, at a weighted-average exercise price of \$0.9713 per share. Of these, options covering an aggregate of 544,073 shares were canceled without being exercised.
15. We sold an aggregate of 87,062 shares of common stock to employees, directors and consultants for cash consideration in the aggregate amount of \$26,070 upon the exercise of stock options and stock awards.

We claimed exemption from registration under the Securities Act for the sale and issuance of securities in the transactions described in paragraphs (1)-(13) by virtue of Section 4(a)(2) and/or Regulation D promulgated thereunder as transactions not involving any public offering. All of the purchasers of unregistered securities for which we relied on Section 4(a)(2) and/or Regulation D represented that they were accredited investors as defined under the Securities Act. We claimed such exemption on the basis that (a) the purchasers in each case represented that they intended to acquire the securities for investment only and not with a view to the distribution thereof and that they either received adequate information about the registrant or had access, through employment or other relationships, to such information and (b) appropriate legends were affixed to the stock certificates issued in such transactions.

We claimed exemption from registration under the Securities Act for the sales and issuances of securities in the transactions described in paragraphs (14)-(15) above under Section 4(a)(2) of the Securities Act in that such sales and issuances did not involve a public offering or under Rule 701 promulgated under the Securities Act, in that they were offered and sold either pursuant to written compensatory plans or pursuant to a written contract relating to compensation, as provided by Rule 701.

**Item 16. Exhibits and Financial Statement Schedules.**

- (a) Exhibits. See the Exhibit Index attached to this Registration Statement, which is incorporated by reference herein.
- (b) Financial Statement Schedules. Schedules not listed above have been omitted because the information required to be set forth therein is not applicable or is shown in the financial statements or notes thereto.

**Item 17. Undertakings.**

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act, and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

The undersigned Registrant hereby undertakes that:

- 1. For purposes of determining any liability under the Securities Act, the information omitted from the form of prospectus filed as part of this Registration Statement in reliance upon Rule 430A and contained in a form of prospectus filed by the Registrant pursuant to Rule 424(b)(1) or (4) or 497(h) under the Securities Act shall be deemed to be part of this Registration Statement as of the time it was declared effective.
- 2. For the purpose of determining any liability under the Securities Act, each post-effective amendment that contains a form of prospectus shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

The undersigned Registrant hereby undertakes to provide to the underwriters at the closing specified in the underwriting agreement certificates in such denominations and registered in such names as required by the underwriters to permit prompt delivery to each purchaser.

**Signatures**

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant has duly caused this Registration Statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in Redwood City, California, on \_\_\_\_\_, 2014.

**COHERUS BIOSCIENCES, INC.**

By: \_\_\_\_\_  
Dennis M. Lanfear  
President and Chief Executive Officer

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Dennis M. Lanfear as his or her true and lawful attorneys-in-fact and agents, with full power of substitution, for him or her in any and all capacities, to sign any and all amendments to this Registration Statement, including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought, and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC, granting unto said attorney-in-fact and agent, with full power to act alone, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he might or could do in person, hereby ratifying and confirming that said attorney-in-fact and agent, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ Dennis M. Lanfear	Chairman, President and Chief Executive Officer <i>(Principal Executive Officer)</i>	, 2014
_____ George G. Montgomery	Chief Financial Officer <i>(Principal Financial Officer)</i>	, 2014
_____ Michael A. Nazak	Senior Vice President Finance & Administration <i>(Principal Accounting Officer)</i>	, 2014
_____ James I. Healy, M.D., Ph.D.	Director	, 2014
_____ V. Bryan Lawlis, Ph.D.	Director	, 2014
_____ Christos Richards	Director	, 2014
_____ Ali J. Satvat	Director	, 2014

<u>Signature</u>	<u>Title</u>	<u>Date</u>
_____ August J. Troendle, M.D.	Director	, 2014
_____ Mats Wahlström	Director	, 2014
_____ Mary T. Szela	Director	, 2014



## Exhibit Index

<u>Exhibit Number</u>	<u>Description</u>
1.1*	Form of Underwriting Agreement.
3.1+	Fifth Restated Certificate of Incorporation, currently in effect.
3.2*	Form of Amended and Restated Certificate of Incorporation, to be in effect immediately prior to the consummation of this offering.
3.3+	Bylaws, currently in effect.
3.4*	Form of Amended and Restated Bylaws, to be in effect immediately prior to the consummation of this offering.
4.1	Reference is made to Exhibits 3.1 through 3.4.
4.2*	Form of Common Stock Certificate.
4.3+	Third Amended and Restated Investor Rights Agreement, dated as of May 9, 2014 by and among Coherus BioSciences, Inc. and certain investors named therein.
5.1*	Opinion of Latham & Watkins LLP.
10.1†+	License Agreement, effective January 23, 2012, by and between Daiichi Sankyo Company, Limited and BioGenerics, Inc.
10.2(a)†+	License Agreement, effective August 30, 2013, by and among Baxter International Inc., Baxter Healthcare Corporation, and Baxter Healthcare SA and Coherus BioSciences, Inc.
10.2(b)†+	First Amendment to License Agreement, effective February 7, 2014, by and among Baxter International Inc., Baxter Healthcare Corporation, and Baxter Healthcare SA and Coherus BioSciences, Inc.
10.3†+	Distribution Agreement, effective December 26, 2012, by and between Orox Pharmaceuticals B.V. and Coherus BioSciences, Inc.
10.4†+	Non-Exclusive License Agreement, effective July 10, 2013, by and between Genentech, Inc. and Coherus BioSciences, Inc.
10.5†+	Commercial License Agreement, effective April 8, 2011, by and between Selexis SA and BioGenerics, Inc.
10.6†+	Commercial License Agreement, effective June 25, 2012, by and between Selexis SA and Coherus BioSciences, Inc.
10.7+	Agreement and Plan of Merger, dated January 8, 2014, by and among Coherus BioSciences, Inc., Coherus Intermediate Corp., Coherus Acquisition Corp., InteKrin Therapeutics Inc., and Fortis Advisors LLC.
10.8(a)+	Office Lease, effective September 26, 2011, by and between CA-Towers at Shores Center Limited Partnership and BioGenerics, Inc.
10.8(b)+	First Amendment to the Office Lease, effective May 17, 2012, by and between CA-Towers at Shores Center Limited Partnership and Coherus BioSciences, Inc.
10.8(c)+	Second Amendment to the Office Lease, effective September 11, 2013, by and between CA-Towers at Shores Center Limited Partnership and Coherus BioSciences, Inc.
10.8(d)+	Third Amendment to the Office Lease, effective February 4, 2014, by and between CA-Towers at Shores Center Limited Partnership and Coherus BioSciences, Inc.
10.8(e)+	Fourth Amendment to the Office Lease, effective May 1, 2014, by and between CA-Towers at Shores Center Limited Partnership and Coherus BioSciences, Inc.

<u>Exhibit Number</u>	<u>Description</u>
10.9(a)+	Standard Industrial/Commercial Multi-tenant Lease-Gross, effective December 5, 2011, by and between Howard California Property Camarillo 5 and BioGenerics, Inc.
10.9(b)+	First Amendment to Lease, effective December 21, 2013, by and between Howard California Property Camarillo 5 and Coherus BioSciences, Inc.
10.10(a)#+	BioGenerics, Inc. 2010 Equity Incentive Plan, as amended.
10.10(b)#+	Form of Stock Option Grant Notice and Stock Option Agreement under the 2010 Equity Incentive Plan, as amended.
10.11*#	Coherus BioSciences, Inc. 2014 Equity Incentive Award Plan and forms of agreement thereunder.
10.12*#	Coherus BioSciences, Inc. 2014 Employee Stock Purchase Plan and forms of agreement thereunder.
10.13*#	Form of Indemnification Agreement between Coherus BioSciences, Inc. and each of its directors, officers and certain employees.
10.14#+	Separation Agreement, effective June 30, 2014, by and between Stephen C. Glover and Coherus BioSciences, Inc.
10.15†	Master Services Agreement, effective January 23, 2012, by and between Medpace, Inc. and BioGenerics, Inc.
10.16(a)†	Task Order Number 13, effective October 18, 2013, by and between Medpace, Inc. and Coherus BioSciences, Inc.
10.16(b)†	Amendment Number 1 to Task Order Number 13, effective April 23, 2014, by and between Medpace, Inc. and Coherus BioSciences, Inc.
10.16(c)†	Amendment Number 2 to Task Order Number 13, effective May 21, 2014, by and between Medpace, Inc. and Coherus BioSciences, Inc.
10.16(d)†	Amendment Number 3 to Task Order Number 13, effective May 30, 2014, by and between Medpace, Inc. and Coherus BioSciences, Inc.
10.16(e)†	Amendment Number 4 to Task Order Number 13, effective August 19, 2014, by and between Medpace, Inc. and Coherus BioSciences, Inc.
23.1*	Consent of independent registered public accounting firm.
23.2*	Consent of Latham & Watkins LLP (included in Exhibit 5.1).
24.1*	Power of Attorney (included on the signature page).

\* To be filed by amendment.

† Portions of this exhibit (indicated by asterisks) have been omitted pursuant to a request for confidential treatment and this exhibit has been filed separately with the SEC.

# Indicates management contract or compensatory plan.

+ Previously filed.

*CONFIDENTIAL*

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**MASTER SERVICES AGREEMENT**

This **Master Services Agreement** (the “Agreement”), dated as of January 23, 2012 (the “Effective Date”), is between **Medpace, Inc.**, an Ohio Corporation with a principal place of business at 5375 Medpace Way, Cincinnati, OH 45227 (“MEDPACE”) and **BioGenerics, Inc.**, a Delaware Corporation with a principal place of business at 201 Redwood Shores Parkway, Suite 200, Redwood City, CA 94065 (“SPONSOR”). MEDPACE and SPONSOR are sometimes referred to herein individually as a “Party” and together as the “Parties”.

**RECITALS:**

**WHEREAS**, SPONSOR is in the business of developing and obtaining regulatory approval of the marketing and sale of biological products;

**WHEREAS**, MEDPACE is engaged in the business of providing services related to the design and execution of clinical development programs involving drugs, biologics, and medical devices through engagement by its clients, the sponsors of clinical development programs, to perform such services;

**WHEREAS**, SPONSOR desires to engage MEDPACE to perform certain services as set forth hereinafter in connection with certain clinical trials (the “Services”), all in accordance with and subject to the terms of this Agreement; and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and conditions hereinafter set forth, the Parties hereby agree as follows:

1. **PROJECT SPECIFICATIONS**

- A. MEDPACE hereby agrees to perform Services for SPONSOR from time to time. The precise Services to be performed by MEDPACE shall be mutually agreed upon by the Parties and set forth in one or more task orders (each a “Task Order”), a form of which is attached hereto as Exhibit A; provided that MEDPACE may not unreasonably delay or withhold its approval of any Task Order. Each Task Order shall be signed by an authorized representative of each Party and attached hereto as an exhibit. Each Task Order shall include detailed information concerning a given project, including a description of the specific services to be provided (“Scope of Work”), project milestones and target completion dates (“Project Schedule”), a detailed budget (“Project Budget”), and a schedule of payments related to the Project Schedule and the Project Budget (“Payment Schedule”). Each Task Order shall contain a Transfer of Obligations list (“Transfer of Obligations”) in conjunction with the relevant Task Order and consistent with the regulations set forth in 21 C.F.R. Section 312, Subpart D (Responsibilities of Sponsors and Investigators). Any responsibilities not specifically transferred in the Transfer of Obligations shall remain the regulatory responsibility of SPONSOR.
- B. MEDPACE shall conduct the Services in compliance with the terms and conditions of this Agreement and the relevant Task Order, MEDPACE SOPs and Policies, and applicable law.

- C. From time to time, SPONSOR may wish to enter into a Task Order with a MEDPACE Affiliate for Services under this Agreement (“Affiliate Task Order”), and such MEDPACE Affiliate may wish enter into the Affiliate Task Order with SPONSOR. Any such Affiliate Task Order must be in writing and signed by the parties to the Affiliate Task Order, and each signatory to an Affiliate Task Order is solely responsible for all obligations it undertakes under the Affiliate Task Order. For the purposes of a particular Affiliate Task Order, the Affiliate signing such Affiliate Task Order will be deemed substituted for MEDPACE everywhere “MEDPACE” appears in this Agreement, and the term “Affiliate Task Order” will be deemed substituted for Task Order everywhere “Task Order” appears in this Agreement.
- D. As used herein, “Affiliate” means in relation to a Party, any entity, directly or indirectly, controlling such Party, controlled by such Party, or under common control with such Party.

**2. PROJECT SCHEDULE**

- A. Each Task Order shall include a Project Schedule containing project timelines, milestones or target dates for completion of a project or a portion thereof, and all such schedules shall be reasonable for the Services to be provided. In all events, the Parties shall use their reasonable best efforts to comply with the Project Schedule set forth in each Task Order.
- B. If at any time either Party anticipates a delay in meeting the timelines for a given Task Order as set forth in its Project Schedule[\*\*\*], then the anticipating Party shall promptly notify the other Party in writing[\*\*\*].

**3. CONTRACT AMENDMENTS**

Any change in the details of a Task Order or the assumptions upon which the Task Order is based may require changes in the Project Budget, Payment Schedule or Project Schedule. Every such change shall require a written amendment to the Task Order (a “Contract Amendment”). Each Contract Amendment shall [\*\*\*]. The Contract Amendment will become effective upon the execution of the Contract Amendment by both Parties[\*\*\*]. [\*\*\*]. No Contract Amendment shall become effective [\*\*\*]. Any

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

such changes that result in additional charges shall be reflected in the Contract Amendment to the affected Task Order, Project Budget or Payment Schedule.

**4. PROJECT BUDGET, PAYMENT SCHEDULE, AND TERMS**

**A. Service Fees:**

SPONSOR agrees to pay MEDPACE for Services rendered pursuant to the Project Budget and Payment Schedules included in each Task Order. All MEDPACE Services will be charged using [\*\*\*]. [\*\*\*].

**B. Pass-Through Costs:**

SPONSOR agrees to reimburse MEDPACE for reasonable pass-through costs identified in the Task Order and actually incurred by MEDPACE in providing the Services in accordance with the relevant Task Order ("Pass-through Costs"). All expenses billed to SPONSOR by MEDPACE must be accompanied by appropriate documentary evidence, such as receipts or other documentation reasonably acceptable to SPONSOR.

**C. Pre-Funded Expenses:**

The Parties hereby acknowledge and agree that, if SPONSOR and MEDPACE agree in writing that as part of the Services to be provided under this Agreement or any Task Order(s) [\*\*\*], [\*\*\*] limited to [\*\*\*]. If this Agreement is terminated and any such services are not performed by such third parties, MEDPACE shall [\*\*\*].

**D. Acknowledgement:**

The Parties acknowledge and agree that any third parties (including but not limited to investigators, institutions or site management organizations) paid with Pass-through Costs or Pre-funded Expenses in connection with the performance of Services under this Agreement or any Task Order shall not be considered the agent, employee or subcontractor of either Party.

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

E. Payment Terms:

SPONSOR shall deliver [\*\*\*] payments to MEDPACE within [\*\*\*] after receipt of a written invoice and required supporting documentation as applicable. An annual interest rate of the lower of [\*\*\*] will be applied to outstanding undisputed invoices greater than [\*\*\*] from the date of receipt.

5. **WARRANTIES AND REPRESENTATIONS:**

A. Acknowledgements:

MEDPACE acknowledges that the Services to be provided hereunder are for the benefit of, and are subject to the direction of, SPONSOR. MEDPACE acknowledges that SPONSOR is the beneficiary under the terms of this Agreement and each Task Order, and that SPONSOR is entitled to enforce the provisions thereof.

B. Representations and Warranties of MEDPACE:

- i. MEDPACE represents and warrants that it is duly organized, validly existing and in good standing in its place of organization, and is in good standing in and duly qualified to do business.
- ii. MEDPACE represents and warrants that the execution, delivery and performance of this Agreement and each Task Order has been validly authorized by all corporate action and this Agreement and each Task Order represents the valid binding agreement of MEDPACE enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and each Task Order will not violate any organizational document governing MEDPACE, any agreement to which MEDPACE is a party, or any law or court or governmental order, holding or writ by which MEDPACE is bound.
- iii. MEDPACE represents and warrants that it shall render the Services requested by SPONSOR in accordance with high professional standards, consistent with Good Clinical Practices and with the standard of care customary in the contract research organization industry.
- iv. MEDPACE represents and warrants that the personnel assigned to perform Services rendered under this Agreement shall be qualified and professionally capable of performing the Services, shall be adequate to effectively perform the Services on the schedule set forth in the Project Schedule and shall devote such time as is necessary to perform the Services on such schedule.
- v. MEDPACE represents and warrants that it shall perform the Services in compliance with all applicable laws and regulations including, without limitation, the Federal Food, Drug and Cosmetic Act and the regulations promulgated pursuant thereto, and all future amendments during the term.
- vi. MEDPACE represents and warrants that it shall make available to SPONSOR, or to the responsible regulatory authority, relevant records, programs and data as

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

may reasonably be requested by SPONSOR or which is the subject of a Task Order.

vii. MEDPACE represents and warrants that there is no litigation, regulatory investigation or proceeding, administrative hearing or any other similar proceeding pending or to the best of its knowledge threatened against MEDPACE which could adversely affect MEDPACE's ability to perform the Services.

C. Representations and Warranties of SPONSOR:

- i. SPONSOR represents and warrants that it is duly organized, validly existing and in good standing in its place of organization, and is in good standing in and duly qualified to do business.
- ii. SPONSOR represents and warrants that the execution, delivery and performance of this Agreement and each Task Order has been validly authorized by all corporate action and this Agreement and each Task Order represents the valid binding agreement of SPONSOR enforceable in accordance with its terms. The execution, delivery and performance of this Agreement and each Task Order will not violate any organizational document governing SPONSOR, any agreement to which SPONSOR is a party, or any law or court or governmental order, holding or writ by which SPONSOR is bound.
- iii. SPONSOR represents and warrants that there is no litigation, regulatory investigation or proceeding, administrative hearing or any other similar proceeding pending or to the best of its knowledge threatened against SPONSOR which could adversely affect SPONSOR's ability to perform under this Agreement or any Task Order.

**6. TERM AND TERMINATION**

- A. This Agreement shall commence on the Effective Date and shall continue until terminated pursuant to this Article 6.
- B. Either Party may terminate this Agreement in its entirety without cause upon [\*\*\*] prior written notice to the other Party[\*\*\*].
- C. [\*\*\*].
- D. MEDPACE may terminate a Task Order [\*\*\*] if SPONSOR materially breaches any obligation or representation or warranty thereunder and has not cured such breach within [\*\*\*] after receipt of written notice from MEDPACE [\*\*\*].
- E. SPONSOR may terminate this Agreement [\*\*\*] if MEDPACE materially breaches any provision of this Agreement and has not

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

cured such breach within [\*\*\*] after receipt of written notice from SPONSOR [\*\*\*].

- F. In the event of any termination [\*\*\*], SPONSOR agrees to [\*\*\*]. As soon as [\*\*\*] following [\*\*\*], MEDPACE shall [\*\*\*]. [\*\*\*].
- G. As soon as [\*\*\*], the Parties shall [\*\*\*]. MEDPACE shall [\*\*\*], and SPONSOR shall [\*\*\*].
- H. Expiration or early termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the date of expiration or early termination. The rights and obligations under Sections 4 (as to outstanding payment and reimbursement obligations), 6.F, 6.G, 6.H, 8, 9, 10, 11, 12, 14, 15, 16, 18, 19, 20, 21, 22, 24, and 27 shall all survive the expiration or early termination of this Agreement.

7. **COMMUNICATIONS**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed given if (a) delivered personally, (b) mailed by prepaid, first class, certified mail, return receipt requested, or (c) sent by express courier service, to the Party to be notified at the addresses set forth below (or such other address as shall be designated by written notice); provided that all notices shall be effective upon receipt thereof if delivered in accordance with Section 7(a), three (3) days after mailing if delivered in accordance with Section 7(b), and one (1) business day after mailing if delivered in accordance with Section 7(d):

If to MEDPACE:  
Medpace, Inc.  
4620 Wesley Avenue  
Cincinnati, Ohio 45212

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



Attn: August J. Troendle  
Telephone: [\*\*\*]

If to SPONSOR:  
BioGenerics, Inc.  
201 Redwood Shores Parkway, Suite 200,  
Redwood City, CA 94065  
Attn: Dennis M. Lanfear  
Telephone: [\*\*\*]

## 8. CONFIDENTIALITY

- A. "Confidential Information" means all confidential information disclosed by or on behalf of a Party to the other Party pursuant to this Agreement or the confidentiality agreement entitled Mutual Nondisclosure Agreement between the Parties, dated 15 February 2011 (the "CDA"), including without limitation all commercial, technical, scientific, or medical information, trade secrets, know-how, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, molecular or chemical structures or identities, technology, algorithms, designs, drawings, engineering, hardware configuration, marketing, finances, or other business information.
- B. SPONSOR may provide Confidential Information to MEDPACE during the course of this Agreement ("SPONSOR Confidential Information"). All information or data collected by MEDPACE for SPONSOR during the course of performance of the Services is deemed to be SPONSOR Confidential Information.
- i. MEDPACE shall not disclose SPONSOR Confidential Information to any third party, or use SPONSOR Confidential Information for any purpose other than for those set forth under this Agreement or a Task Order, without the prior written consent of SPONSOR.
  - ii. MEDPACE shall ensure by binding written agreement that its employees, agents, approved subcontractors and approved independent contractors involved in the Services shall comply with the provisions of this Article 8. MEDPACE shall disclose SPONSOR Confidential Information only to those of its employees, agents, and approved subcontractors and independent contractors who reasonably need to know SPONSOR Confidential Information.
  - iii. MEDPACE shall exercise due care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure and use of SPONSOR Confidential Information.
- C. MEDPACE may provide Confidential Information to SPONSOR during the course of this Agreement ("MEDPACE Confidential Information"). MEDPACE Confidential Information shall further include but is not limited to standard operating procedures, pricing, and financial information provided by MEDPACE or its Affiliates to SPONSOR during the

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

course of performance of the Services, and any other non-public information pertaining to MEDPACE's business practices.

- i. SPONSOR shall not disclose MEDPACE Confidential Information to any third party, or use MEDPACE Confidential Information for any purpose other than for those set forth under this Agreement or a Task Order, without the prior written consent of MEDPACE.
  - ii. SPONSOR shall ensure by binding written agreement that its employees, agents, approved subcontractors and approved independent contractors involved in the Services shall comply with the provisions of this Article 8. SPONSOR shall disclose MEDPACE Confidential Information only to those of its employees, agents, and approved subcontractors and independent contractors who reasonably need to know MEDPACE Confidential Information.
  - iii. SPONSOR shall exercise due care, but no less than a reasonable degree of care, to prevent the unauthorized disclosure and use of MEDPACE Confidential Information.
- D. The confidentiality and nondisclosure provisions of Sections 8.B and 8.C shall not apply to:
- i. Information which was known by the receiving Party before the date hereof or which is independently discovered, after the date hereof, without the aid, application or use of the disclosing Party's Confidential Information, as evidenced by competent written records;
  - ii. Information which is in the public domain on the date hereof or subsequently becomes publicly available through no fault or action of the receiving Party; or
  - iii. Information, which is disclosed to the receiving Party by a third party, authorized to disclose it without breach of and not subject to any obligation of confidentiality to the disclosing Party or any other party.
- E. Notwithstanding anything in this Agreement to the contrary, if the receiving Party is required to disclose the Confidential Information of the other Party or the substance of this Agreement in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, the receiving Party will give the disclosing Party prompt notice of such request so that the disclosing Party may seek an appropriate protective order or other remedy, or waive compliance with the relevant provisions of this Agreement. The disclosing Party must notify the receiving Party within ten (10) days from its receipt of such notice that it intends to take action in response to the request for disclosure. If the disclosing Party seeks a protective order, confidential treatment, or other legally permitted remedy, the receiving Party, at the disclosing Party's expense, will cooperate with and assist the disclosing Party in such efforts. Failure of the disclosing Party to intervene shall not waive the receiving Party's obligations to maintain the confidentiality of such Confidential Information except in so far as the receiving Party must comply with the terms of such process compelling disclosure.

- F. The terms and conditions of this Agreement and any Task Order will be deemed “Confidential Information” and may not be disclosed by either Party without the prior written consent of the other Party except as provided in Section 8.E; *provided, however*, that SPONSOR may disclose the terms and conditions of this Agreement and any Task Order to prospective and actual collaborators, investors, acquirers, or other third parties in connection with any prospective or actual financing, acquisition, or related transaction.

**9. RIGHTS IN PROPERTY**

- A. All materials, documents, data, software and information of every kind and description supplied to MEDPACE by or on behalf of SPONSOR hereunder (“SPONSOR Materials”) remain the property of SPONSOR.
- B. All materials, documents, data, software and information of every kind and description prepared, developed, or generated by MEDPACE pursuant to this Agreement (except for the pre-existing MEDPACE procedural manuals, personal data, methods, procedures, and policies) and all data and information collected, generated, or derived by MEDPACE as the result of Services performed by it under this Agreement, including without limitation study materials, study data, case report forms, and reports (collectively, all of the foregoing shall be “Work Product”) shall be the sole and exclusive property of SPONSOR.
- C. SPONSOR shall have the right to make whatever use it deems desirable of any SPONSOR Materials or Work Product. MEDPACE shall not, without the prior written consent of SPONSOR, publish, disseminate, or otherwise disclose to any third party any SPONSOR Materials or Work Product (except such disclosure as may be required by law), or use any SPONSOR Materials or Work Product for any purpose other than the performance of this Agreement.
- D. Any inventions, discoveries, developments, or other intellectual property, including without limitation patents, trade secrets, copyrights and trademarks, and any improvements thereof, that may (i) evolve from SPONSOR Materials or Work Product or (ii) arise as the result of Services performed by MEDPACE under this Agreement (“SPONSOR Inventions”) shall belong exclusively to SPONSOR.
- E. SPONSOR acknowledges that all computer programs, software, applications, databases, proposals and other documentation that is (i) generally used by MEDPACE and (ii) not directly related to or derived from the Services or developed solely for SPONSOR are the exclusive and confidential property of MEDPACE or the third parties from whom MEDPACE has secured the right of use. SPONSOR agrees that any improvement, alteration or enhancement to MEDPACE systems, software, applications or processes which are developed or implemented during the course of any Services performed hereunder, without the use of any SPONSOR Materials or SPONSOR Confidential Information (or derivatives thereof), shall be the property of MEDPACE.

**10. INTELLECTUAL PROPERTY**

- A. MEDPACE hereby assigns to SPONSOR any and all right, title, and interest that MEDPACE may have in any and all SPONSOR Inventions.
- B. MEDPACE shall disclose promptly to SPONSOR any and all SPONSOR Inventions and any other inventions, discoveries and improvements conceived or made by MEDPACE while providing Services to SPONSOR pursuant to the Agreement.

Whenever requested to do so by SPONSOR, MEDPACE shall, at SPONSOR's reasonable cost and expense, execute any and all applications, assignments, or other instruments and give testimony which SPONSOR shall deem necessary to apply for and obtain a patent in the United States of America and/or other applicable jurisdiction or of any foreign country or to protect otherwise SPONSOR's interests.

**11. PUBLICITY**

- A. MEDPACE shall not make any public announcements concerning this Agreement or the subject matter hereof without the prior written consent of SPONSOR.
- B. Except as otherwise expressly permitted by this Agreement, neither Party may use the other Party's name, logo or trademark in any communication, release, notice or other publication without the prior written consent of other Party.

**12. SECURITY AND DISPOSITION OF STUDY FILES**

- A. MEDPACE shall use commercially reasonable efforts, including but not limited to periodic backup of computer files, to prevent the loss or alteration of Work Product, SPONSOR's study data, SPONSOR Confidential Information, documentation, and correspondence. MEDPACE shall in all respects comply with any Food and Drug Administration regulations, and any international counterparts thereof, concerning the maintenance, creation and storage of records, including electronic records.
- B. At appropriate time points or at completion of Services under a Task Order, MEDPACE shall transfer Work Product and any other study materials, documents and correspondence to SPONSOR. MEDPACE shall have the right to retain one copy of any Work Product or other study materials, documentation, and correspondence necessary solely to meet regulatory or MEDPACE's own internal audit requirements, so long as it continues to maintain the confidentiality obligations of Article 8.
- C. Within [\*\*\*] of SPONSOR's written request, MEDPACE shall transfer to SPONSOR any and all clinical databases per SPONSOR's written specifications, [\*\*\*].

**13. SPONSOR OBLIGATIONS**

SPONSOR acknowledges that performance of the Services by MEDPACE will require the co-operative involvement of both Parties, and SPONSOR hereby agrees to provide such assistance as may be reasonably necessary to enable MEDPACE to perform the Services.

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions. Page 10

**14. INDEMNIFICATION; INSURANCE**

- A. SPONSOR shall indemnify, defend and hold harmless MEDPACE from and against any and all damages, losses, liabilities, costs or expenses (collectively, "Damages"), resulting or arising from any third party claims, demands, assessments, actions, suits, investigations or proceedings (collectively, "Claims"), relating to or arising from or in connection with this [\*\*\*].
- B. MEDPACE shall indemnify, defend and hold harmless SPONSOR from and against any and all Damages resulting or arising from any third party Claims relating to or arising from or in connection [\*\*\*].
- C. The Party seeking indemnification (the "Indemnified Party") from the other Party (the "Indemnifying Party") will promptly notify the Indemnifying Party of any third party Claim giving rise to indemnification hereunder. The Indemnifying Party shall have the right to control the defense and settlement of any Claims or Damages, *provided, however*, that the Indemnifying Party will make no admission to, nor any settlement or agreement with, any third party, without the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld. The Indemnified Party shall have the right to obtain separate legal counsel at its own expense if it so chooses and shall reasonably cooperate in the defense of any Claims or Damages.
- D. Each Party shall secure and maintain in full force and effect throughout the term of the Agreement commercially reasonable levels of insurance adequate in scope to cover its performance under this Agreement and any Task Orders. Each Party shall, upon request by the other Party, provide a copy of a certificate evidencing its insurance coverage to the other Party.

**15. LIMITATION OF LIABILITY**

EXCEPT WITH RESPECT TO A BREACH OF ARTICLE 8 OR THIRD PARTY CLAIMS FOR WHICH A PARTY MAY BE INDEMNIFIED PURSUANT TO SECTIONS 14.A AND 14.B, IN NO EVENT SHALL SPONSOR OR MEDPACE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF THE PROVISION OF SERVICES HEREUNDER, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**16. INSPECTIONS AND AUDITS**

- A. SPONSOR, or its designee, shall have the right to monitor the operations of MEDPACE hereunder, and representatives of SPONSOR, or its designee, shall have the right to visit any of the facilities where MEDPACE is performing any of the Services and during such visits to inspect the work being done and materials used, to observe the procedures being followed, and to examine the books, records and other data relevant to the Services. SPONSOR, or its designee, shall have the right, during the term of this Agreement and for [\*\*\*] after expiration or any termination of this Agreement, upon at least [\*\*\*] prior written notice to MEDPACE, to examine the standard operating procedures, facilities, books, records, papers, files and documentation, including computer files, databases and records, at MEDPACE's facilities, (i) to determine the adequacy of such records, (ii) to ensure the Services are being performed or were performed in accordance with the approved Task Orders and applicable laws and regulations, and/or (iii) to examine the financial records of MEDPACE as may be reasonably necessary to verify out-of-pocket expenses incurred during the performance of the Services.
- B. In the event of an inquiry or inspection by the FDA or any regulatory or governmental authority relating to the Services performed hereunder, MEDPACE shall: (i) notify SPONSOR within [\*\*\*] after MEDPACE first learns of such inquiry or inspection, (ii) forward to SPONSOR within [\*\*\*] copies of any correspondence relating to such inquiry or inspection, (iii) notify SPONSOR promptly of any actions taken in response to or in anticipation of such inquiry or inspection, and (iv) notify SPONSOR promptly of the results of any such inquiry or inspection, including requested or required improvements, changes or modifications to the Services. Where reasonably practicable, and to the extent permitted under applicable law, SPONSOR will be given the opportunity to have a representative present during any inspection and to review and comment on responses given to the FDA or regulatory or governmental authority prior to MEDPACE's making such responses.
- C. MEDPACE shall provide reasonable assistance, including making available members of its staff and providing access to all requested records, to facilitate such inspections and audits.
- D. MEDPACE shall take all reasonable steps required by SPONSOR to cure any deficiencies found in any audit, inspection or investigation.

**17. DEBARMENT**

- A. MEDPACE hereby represents, warrants, and certifies that neither it nor any of its officers, directors, owners, principals or employees has been or will be at any relevant time hereunder debarred under Section 306 of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §335a(a) or (b), or similar local law. In the event that any such party becomes debarred, MEDPACE shall notify SPONSOR in writing immediately.
- B.

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

MEDPACE hereby represents, warrants, and certifies that it has not and shall not use in any capacity the services of any individual, corporation, partnership, or association which has been debarred under Section 306 of the Federal Food, Drug and Cosmetic Act, 21 U.S.C. §335a(a) or (b), or similar local law. In the event MEDPACE becomes aware of or receives notice of the debarment of any individual, corporation, partnership, or association providing services to MEDPACE, which relate to the Services being provided under this Agreement, MEDPACE shall notify SPONSOR in writing immediately.

**18. NON SOLICITATION**

Neither Party and its Affiliates shall during the term of this Agreement and for a period of [\*\*\*] following its termination, either directly or indirectly hire any employee of the other Party with whom it comes into contact as a result of performing under this Agreement, or recruit, solicit, or entice any such person to become employed by it or any Affiliate and shall not approach any such employee for such purpose or encourage, authorize or approve the taking of such action by any other person. The Parties agree that any breach of this provision would cause irreparable harm and that in addition to any and all other available remedies, injunctive relief, without the necessity of a bond or other security, shall be appropriate and available.

**19. ENTIRE AGREEMENT; CONFLICTS**

- A. This Agreement and the exhibits attached hereto contain the full understanding of the Parties with respect to the subject matter hereof and supersede all existing agreements, including without limitation the CDA, and all other oral, written or other communications between the Parties concerning the subject matter hereof. This Agreement shall not be amended, modified or supplemented in any way except in writing and signed by a duly authorized representative of SPONSOR and MEDPACE.
- B. In the event that there is any conflict between the provisions of this Agreement and any exhibit hereto, this Agreement shall control.

**20. GOVERNING LAW**

This Agreement and the performance hereof shall be governed, interpreted and construed in all respects by the internal laws of the State of Delaware.

**21. NO WAIVER**

No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, provisions, or conditions, or of any other term, provision, or condition of this Agreement.

**22. INDEPENDENT CONTRACTOR**

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

In fulfilling its obligations pursuant to this Agreement, each Party shall be acting as an independent contractor. Neither Party is granted any right or authority to assume or to create any obligation or responsibility, expressed or implied, on behalf of or in the name of the other Party.

**23. FORCE MAJEURE**

Neither Party shall be liable or deemed to be in material breach for any delay due to causes beyond the reasonable control of the Party, such as war, acts or threats of terrorism, civil disorders, acts of God, or government action (“Force Majeure”); *provided, however*, that the affected Party promptly notifies the other Party of the cause and its effects on the Services to be performed hereunder and uses commercially reasonable efforts to overcome such occurrence; and provided that if any such Force Majeure lasts for more than [\*\*\*], the Party not subject to such Force Majeure may terminate this Agreement pursuant to Section 6.B. Financial difficulty shall never be deemed a Force Majeure event.

**24. SEVERABILITY**

In the event any provision of this Agreement shall be determined to be void or unenforceable, the remaining provisions shall remain in full force and effect.

**25. ASSIGNMENT**

- A. Except as set forth herein, neither Party shall assign this Agreement or any Task Order except with the express prior written consent of the other Party, which consent shall not be unreasonably withheld.
- B. Notwithstanding anything contained herein, a Party may assign this Agreement and/or any Task Order without the prior consent of the other Party, to a successor in interest to such Party by way of merger, consolidation, other business reorganization, operation of law, or the sale of all or substantially all of its assets to which this Agreement pertains, provided that such successor in interest expressly assumes in writing the obligation to perform in accordance with the terms and conditions of this Agreement.
- C. Any assignment or transfer not in accordance with this Article 25 shall be null and void.

**26. SUBCONTRACTING**

MEDPACE [\*\*\*]. MEDPACE shall include in each contract with each [\*\*\*] subcontractor [\*\*\*], including without limitation compliance with law, obligations of confidentiality, and allocation of intellectual property rights.

**27. COUNTERPARTS**

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



This Agreement may be executed in multiple counterparts, including by facsimile or electronic exchange of signed copies in PDF format, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

**MEDPACE, INC.**

Signature: /s/ John Wynne

By: John Wynne

Title: Executive Director, Business Development Support

**BIOGENERICS, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear

Title: Chief Executive Officer

**EXHIBIT A**  
**FORM OF TASK ORDER**

MEDPACE Task Order Number: \_\_\_\_\_

MEDPACE Project Number: \_\_\_\_\_

This Task Order, dated \_\_\_\_\_, is between **Medpace, Inc.** (“MEDPACE”), and **BioGenerics, Inc.** (“SPONSOR”).

**RECITALS:**

**WHEREAS**, MEDPACE and SPONSOR have entered into that certain Master Services Agreement dated January 23, 2012 (the “Master Services Agreement”); and

**WHEREAS**, pursuant to the Master Services Agreement, MEDPACE has agreed to perform certain Services in accordance with Task Orders from time to time entered into by the Parties, and SPONSOR and MEDPACE now desire to enter into such a Task Order; and

**WHEREAS**, MEDPACE and SPONSOR desire that MEDPACE provide certain services with respect to \_\_\_\_\_ (the “Study”) for the study of the product \_\_\_\_\_ (“Study Product”) as set out in the Protocol Number: \_\_\_\_\_, which is incorporated herein by reference and attached hereto as Appendix 6;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. **Scope of Work.** MEDPACE shall perform the services described in the Scope of Work, attached hereto as Appendix 1, in accordance with the Project Schedule, attached hereto as Appendix 2 and any other documents attached to and specifically referenced in this Task Order (“Services”).
2. **Compensation.** For performance of these Services, SPONSOR shall pay to MEDPACE an amount equal to the Project Budget set forth in Appendix 3, which amount shall be payable pursuant to the Payment Schedule set forth in Appendix 4. [\*\*\*]. It is agreed that [\*\*\*]. After staff are assigned, [\*\*\*].
3. **Transfer of Obligations.** Sponsor Obligations transferred to MEDPACE by SPONSOR (consistent with the regulations set forth in 21 C.F.R. Section 312, Subpart D) are identified in Appendix 5.
4. **MSA.** The provisions of the Master Services Agreement are hereby expressly incorporated by reference into and made a part of this Task Order.

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

IN WITNESS WHEREOF, the Parties have hereunto signed this Task Order effective as of the day and year first written above.

**MEDPACE, INC.**

Signature: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

**BIOGENERICS, INC.**

Signature: \_\_\_\_\_

By: Dennis M. Lanfear

Title: Chief Executive Officer

List of Appendices:

- Appendix 1: Scope of Work
- Appendix 2: Project Schedule
- Appendix 3: Project Budget
- Appendix 4: Payment Schedule
- Appendix 5: Transfer of Obligations
- Appendix 6: Protocol

## CONFIDENTIAL

\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

## TASK ORDER

**MEDPACE Task Order Number: 13**

**MEDPACE Project Number: CHS02142**

This Task Order, dated October 18, 2013, is between **Medpace, Inc.** (“MEDPACE”), and **Coherus Biosciences, Inc.** (“SPONSOR”).

## RECITALS:

**WHEREAS**, MEDPACE and SPONSOR have entered into that certain Master Services Agreement dated January 23, 2012 (the “Master Services Agreement”); and

**WHEREAS**, pursuant to the Master Services Agreement, MEDPACE has agreed to perform certain Services in accordance with Task Orders from time to time entered into by the Parties and SPONSOR and MEDPACE now desire to enter into such a Task Order; and

**WHEREAS**, MEDPACE and SPONSOR desire to engage Medpace to perform initial certain services (“Services”) as set forth hereinafter in connection with a Phase 3, A Double Blind, Randomized, Parallel Group, Active Control Study to Compare the Efficacy and Safety of CHS 0214 DP Versus Enbrel® in Subjects With Rheumatoid Arthritis and Inadequate Response to Treatment With Methotrexate (METEOR) (“Project”), which is incorporated herein by reference;

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. Scope of Work. MEDPACE shall perform the initial services set forth in Appendix A, any other documents attached to and specifically referenced in this Task Order and any other initial services agreed to by both Parties (“Initial Services”). The Initial Services must be conducted in compliance with the bid proposal provided by MEDPACE on September 3, 2013. The bid proposal is incorporated herein by reference and made a part of this Task Order.
2. Compensation. For performance of these Services, SPONSOR shall pay to MEDPACE according to terms set forth in Appendix A and the bid proposal for other initial activities requested. The Parties agree that [\*\*\*]. After staff is assigned, [\*\*\*].

Prepared by:

**MEDPACE**  
Confidential

Medpace Task Order 13  
Coherus Biosciences, Inc.  
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3. Term. In addition to the termination rights provided in Section 6 of the MSA, upon execution by the Parties of a Task Order to provide the remaining Services for the Study, this Task Order #14 shall be deemed terminated and superseded by such agreement.
4. MSA. The provisions of the Master Services Agreement are hereby expressly incorporated by reference into and made a part of this Task Order.

IN WITNESS WHEREOF, the Parties have hereunto signed this Task Order effective as of the day and year first written above.

**MEDPACE, INC.**

Signature: /s/ John Wynne

By: John Wynne  
(print name)

Title: Executive Director  
Business Development Support

Date: Dec 6 2013

**COHERUS BIOSCIENCES, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear  
(print name)

Title: President & CEO

Date: 12/4/2013

**List of Appendices:**

**Appendix A: Scope of Work**

**Appendix B: Timeline**

**Appendix B: Services, Budget**

**Appendix C: Payment Schedule**

*Prepared by:*

**MEDPACE**  
Confidential

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**APPENDIX A: SCOPE OF WORK**

**1.1 PARAMETERS**

ITEM	DESCRIPTION
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

**1.2 PROJECT START-UP**

[***]	[***]	ITEM	DESCRIPTION
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

Prepared by:  
**MEDPACE**  
 Confidential

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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.





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Prepared by:



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\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

\*\*\*] [\*\*\*] [\*\*\*]  
\*\*\*] [\*\*\*] [\*\*\*]  
\*\*\*] [\*\*\*] [\*\*\*]

1.3 CLINICAL OPERATIONS

***]	***]	***]	ITEM	DESCRIPTION
***]	***]	***]	***]	***]
***]	***]	***]	***]	***]
***]	***]	***]	***]	***]
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***]	***]	***]	***]	***]
***]	***]	***]	***]	***]



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***	***	***	***
	***	***	***
***		***	
***		***	***
***	***	***	

1.4 CLINICAL MONITORING

***	***	***	ITEM	DESCRIPTION
***	***	***	***	***
***	***	***		
***	***	***		***
***	***	***		***

1.5 CLINICAL SAFETY

***	***	***	ITEM	DESCRIPTION
***	***	***		***
***	***	***		***

1.6 [\*\*\*] SYSTEM

***	***	***	ITEM	DESCRIPTION
-----	-----	-----	------	-------------



Medpace Task Order 13  
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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

\*\*\*] [\*\*\*] [\*\*\*]  
\*\*\*] [\*\*\*] [\*\*\*]  
\*\*\*] [\*\*\*] [\*\*\*]

### 1.7 DATA MANAGEMENT

***]	***]	***]	ITEM	DESCRIPTION	***]
***]	***]	***]	***]	***]	***]
***]	***]	***]	***]	***]	***]
***]	***]	***]	***]	***]	***]
***]	***]	***]	***]	***]	***]
***]	***]	***]	***]	***]	***]

### 1.8 STATISTICAL ANALYSIS

***]	***]	***]	ITEM	DESCRIPTION	***]
------	------	------	------	-------------	------

Prepared by:  
**MEDPACE**  
Confidential

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\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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### 1.9 DATA SAFETY MONITORING BOARD

[**]	[**]	[**]	ITEM	DESCRIPTION
[**]	[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]	[**]



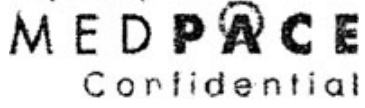
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[\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

APPENDIX B: TIMELINE

<u>TASK</u>	<u>DATE</u>
***	***
***	***
***	***

Prepared by:



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\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

APPENDIX C: SERVICES AND BUDGET

SERVICES & BUDGET:

<u>Service Category</u>	<u>Direct Fees (USD)</u>
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
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[***]	[***]



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***	***
***	***
***	***
***	***
***	***
***	***
<b>Total Direct Fees</b>	<b>***</b>

<u>Pass-Through/Pre-Funded Services</u>	<u>PT/PF Fees (USD)</u>
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
***	***
<b>Total Pass-Through/Pre-Funded Services</b>	<b>***</b>



\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



**APPENDIX D: PAYMENT SCHEDULE**

**PAYMENT SCHEDULE:**

**Payment Schedule**

**Project:** CHS-0214-02 **Total Direct Fees:** [\*\*\*]  
**Sponsor:** Coherus Biosciences

<u>Payment #</u>	<u>Payment Description/Type</u>	<u>Invoice Date</u>	<u>Amount to Pay</u>	<u>Percentage</u>
[***]	[***]	[***]	[***]	[***]
<b>Total Payments:</b>			<b>[***]</b>	<b>100.00%</b>

[\*\*\*] of this Task Order [\*\*\*] of the total Pre-funded Expenses are due. [\*\*\*]. SPONSOR shall pay such invoice within [\*\*\*] of receipt. [\*\*\*] received from SPONSOR, [\*\*\*].

Additionally, [\*\*\*] of the total estimated Pass-through Costs are due [\*\*\*]. Pass-through Costs will be billed to SPONSOR [\*\*\*].

**Pass-through Costs and Pre-funded Expenses**

Any sums quoted with respect to Pass-through Costs and Pre-funded Expenses [\*\*\*]. While MEDPACE will [\*\*\*]. Payments made to third parties are [\*\*\*].

Pass-through Costs may include, but are not limited to, [\*\*\*]



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 Coherus Biosciences, Inc.  
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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



Investigator fees are [\*\*\*]. The investigator fee amount [\*\*\*]. The laboratory fee amount [\*\*\*].

**Additional Costs**

[\*\*\*]

All Direct Fees are [\*\*\*]. All such changes [\*\*\*]. After staff are assigned, [\*\*\*].

**Inflation**

[\*\*\*]

**Currency and Exchange Rate**

The currency of this Task Order is United States Dollars

MEDPACE will invoice SPONSOR for Investigator payments [\*\*\*]. The Direct Fees detailed in this Task Order were calculated using the [\*\*\*], [\*\*\*], [\*\*\*].

COUNTRY	CURRENCY	1 USD (as of DD-MMM-2013) =
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]



Medpace Task Order 13  
 Coherus Biosciences, Inc.  
 CHS02142 Start up  
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***	***	***
***	***	***
***	***	***

**Applicable Taxes**

All Direct Fees, Pass-through Costs, and Pre-funded Expenses are quoted excluding any [\*\*\*], which include but are not limited to [\*\*\*], which may be payable to MEDPACE by SPONSOR.

*Prepared by:*



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**PURCHASE ORDER**

Purchase Order No: 2054

Date: 04/23/2014

**VENDOR:**  
 Medpace, Inc.  
 5375 Medpace Way  
 Cincinnati, OH45227  
 United States  
 T: F:  
 Email:

**SHIP TO:**  
 Coherus Bioscience, Inc.  
 ATTN: Barbara Finck  
 201 Redwood Shores Parkway, Suite 200  
 Redwood City, CA 94065  
 T: 650-649-3530  
 E: [bfinck@coherus.com](mailto:bfinck@coherus.com)

REQUISITIONER	SHIP BY	SHIPPED VIA	F.O.B. POINT	TERMS
Barbara Finck		Best Method	Destination	Net 30

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
***	Each	Per Amendment #1 to Task Order #13. Pass Through Costs.	***	***
<b>TOTAL</b>			<b>***</b>	<b>***</b>

Please reference PO number on all invoices, shipping documents and related correspondence. Thank you!

**BILL TO:** COHERUS BIOSCIENCES, INC.  
 ATTN: Accounts Payable  
 201 Redwood Shores Parkway, #200  
 Redwood City, CA 94056 – USA  
 T: 650-649-3530 F: 866-491-7350

/s/ J. M. Clark                      4/23/14  
 Authorized by                              Date

**AMENDMENT #1 TO TASK ORDER #13**

**COHERUS Project Number. CHS-0214-02**

**MEDPACE Project Number: ETA302**

This Amendment #1 ("Amendment #1") to Task Order #13 effective as of October 18, 2013 ("Task Order"), is by and between **Coherus Biosciences, Inc.**, a Delaware corporation with its principal place of business at 201 Redwood Shores Parkway, Suite 200, Redwood City, CA 94065 ("Sponsor"), and **Medpace, Inc.**, with its principal place of business at 5375 Medpace Way, Cincinnati, Ohio 45227 ("Medpace"). This Amendment #1 shall be effective April 23, 2014.

**WITNESSETH:**

**WHEREAS**, the Parties have entered into Task Order pursuant and subject to the terms of the Master Service Agreement dated January 23, 2012, (the "Master Service Agreement"); and

**WHEREAS**, the Parties desire to amend Task Order in connection with A Phase 3, Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 Versus Enbrel® in Subjects With Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate (METEOR) to add Medpace Reference Laboratories ("MRL") Services and Fees, which includes [\*\*\*] vendor services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows to the revised Scope of Work.

1. Appendix A: Scope of Work, attached to Task Order #13 is hereby amended to include MRL and [\*\*\*] start-up services included in Appendix F attached to this Amendment #1.
2. Appendix B: Services, Budget, attached to Task Order #13 is hereby amended to include MRL and [\*\*\*] fees included in Appendix F attached to this Amendment #1.
3. As a result of the increase in the Budget, Appendix C: Payment Schedule, attached to Task Order #13 is hereby amended to increase the [\*\*\*] upfront payment of Pass-through Costs by [\*\*\*], which increase is due upon execution of this Amendment #1.
4. Sponsor Obligations transferred to Medpace by Sponsor (consistent with the regulations set forth in 21 C.F.R. Section 312, Subpart D) are identified in Appendix E attached to this Amendment #1.

The total amount payable by Sponsor to Medpace under this Amendment #1 for Medpace Direct Fees, Pass-through Expenses, and Pre-funded Expenses shall not exceed the amount of

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

[\*\*\*] without prior written consent of both parties. The total value of the Task Order and all subsequent amendments is now [\*\*\*].

	<u>Direct Fees</u>	<u>Pass Through Costs</u>	<u>Pre-funded Expenses</u>	<u>TOTAL</u>
Task Order #13	[***]	[***]	[***]	[***]
Amendment #1	[***]	[***]	[***]	[***]
TOTAL	[***]	[***]	[***]	[***]

All other provisions of the Agreement and Task Order shall remain unchanged and in effect.

**IN WITNESS WHEREOF**, the Parties have hereunto signed this Amendment #1 to Task Order in their official capacities which shall be effective on the day and year listed above.

**MEDPACE, INC.**

Signature: /s/ John Wynne

By: John Wynne  
(Print Name)

Title: Vice President  
Commercial Operations

**COHERUS BIOSCIENCES, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear  
(Print Name)

Title: President & CEO 4/23/14

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**APPENDIX E: TRANSFER OF OBLIGATIONS**

**CONFIDENTIAL**

Directions: Complete the form below for Sponsor obligations that have been transferred in accordance with 21 CFR Part 312, Subpart D (Responsibilities of Sponsors). Forward the completed form to Sponsor’s Regulatory Affairs Department for submission to the applicable regulatory agencies.

Drug: CHS-0214 Versus Enbrel® Study ID: CHS-0214-02  
Study Title: A Phase 3, Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 Versus Enbrel® in Subjects With Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate (METEOR)  
CRO Name: Medpace  
CRO Address: 5375 Medpace Way, Cincinnati, Ohio 45227

**OBLIGATIONS TRANSFERRED TO MEDPACE:  THE APPROPRIATE BOX(ES).**

All obligations in 21 CFR 312, Subpart D (Responsibilities of Sponsors) have been transferred to Medpace.

The following obligations have been transferred to Medpace:

Sec. 312.32: IND Safety Reports

- Promptly review safety information.
- Notify all participating investigators in a written IND safety report of any AE associated with the drug that is both serious and unexpected.
- Notify the FDA in a written IND safety report of any AE associated with the drug that is both serious and unexpected.

Sec. 312.53: Selecting investigators and monitors

- (a) Select qualified investigators
- (b) Control investigational drug shipment
- (c) Obtain information from investigators
  - (1) Signed Form FDA-1572
  - (2) CV or other qualification statement
  - (3) Clinical protocol outline
  - (4) Financial disclosure information
- (d) Select qualified monitors

Sec. 312.54: Emergency research

- (a) Monitor the progress of all studies involving an exception from informed consent.
- (b) Monitor such studies to identify when an

Sec. 312.57: Record keeping and record retention

- (a) Maintain adequate records showing investigational drug receipt, shipment, or other disposition.
- (b) Maintain complete and accurate records showing any financial interests of the investigator subject to 21 CFR 54.
- (c) Retain the records and reports required by the regulations for 2 years after the marketing application is approved, or if not approved, until 2 years after investigational drug shipment is discontinued and FDA has been notified.
- (d) Retain reserve samples of any test article and reference standard identified and used in bioequivalence or bioavailability studies.

Sec. 312.58: Inspection of Sponsor’s records and reports

- (a) Permit FDA personnel to have access to and copy and verify any records and reports related to the clinical



IRB determines that it can't approve the research.

Sec. 312.55: Informing investigators

- (a) Provide sites with the current Inv. Brochure.
- (b) Inform investigators of new observations on the drug, particularly with respect to AEs and safe use.

Sec. 312.56: Review of ongoing investigations

- (a) Monitor the progress of all IND studies.
- (b) Secure compliance from noncompliant investigators or discontinue drug shipments and end the investigator's participation in the study.
- (c) Review and evaluate the safety and efficacy results as it is obtained from the investigator.
- (d) Discontinue use of the investigational drug if it is determined to present an unreasonable and significant risk to subjects, notify all IRBs and investigators, and assure the return or alternate disposition of the drug from the investigators.

investigation.

- (b) Permit DEA personnel to have access to and copy records related to the shipment, delivery, receipt and disposition of any investigational controlled substance. Assure adequate storage precautions are taken for investigational new drug substances listed in any schedule of the Controlled Substances Act.

Sec. 312.59: Disposition of unused supply of investigational drug

- Assure the return (or alternate disposition) of all unused supplies of the investigational drug from each discontinued/terminated investigator; maintain written records of any disposition of the investigational drug.

Other

- Please describe any other applicable transfers below:

**APPENDIX F: MRL AND [\*\*\*] Services and Budget**

Sponsor: Coherus Biosciences  
 Protocol: CHS-0214-02 Start-up

22-Apr-14

[***]	[***]	[***]
[***]	[***]	[***]
<b>Total Medpace Reference Laboratories Fees</b>		[***]

**Medpace Laboratory**

Sponsor: Coherus Biosciences  
 Protocol: CHS-0214-02 Start-up [\*\*\*]

**Number of Analyses Per Visit**

	<u>Unit Cost</u>	<u>Screening W-4</u>	<u>Total Number of Units</u>	<u>Cost</u>	<u>Subtotal</u>
<b>Laboratory Tests</b>					[***]
[***]	[***]	[***]	[***]	[***]	
[***]	[***]	[***]	[***]	[***]	
[***]	[***]	[***]	[***]	[***]	
[***]	[***]	[***]	[***]	[***]	
[***]	[***]	[***]	[***]	[***]	

**Laboratory Support Services [\*\*\*]**

[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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	***	***	***	***	***
	***	***	***	***	***
	***	***	***	***	***

**Total Medpace Reference Laboratory Fees** \*\*\*

**Medpace Reference Laboratories Pass Through Estimate**

**Sponsor: Coherus Biosciences**  
**Protocol: CHS-0214-02 Start-up**

					<b>Total Cost</b>	<b>Subtotal</b>
						***
***						
					***	***
					***	***

**Total Estimated Medpace Reference Laboratory Pass-Through Fees** \*\*\*

**Transportation Costs**

Country	Sites	Number Screened	Number Ambient/Refrigerate Shipments	***	***	***	***	***	***	***	***	***
***	***	***	***	***	***	***	***	***	***	***	***	***
<b>Total</b>	***	***	***		***		***		***		***	***
					***		***		***		***	***

\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

\*\*\*  
\*\*\*

Date, Version: \*\*\*  
Prepared by \*\*\*; \*\*\*  
Prepared for \*\*\*; \*\*\*  
Client & Protocol: Medpace – CHS-0214-02  
Phase: III

	Unit Price				Total
***; ***	***	***	***	***	***
***; ***			***	***	***
***; ***			***	***	***
***; ***			***	***	***
***; ***			***	***	***
***					
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***					***
***			***	***	***
<b>Total</b> ***			***	***	***

\* [\*\*\*].

Notes:

- 1 [\*\*\*].
- 2 [\*\*\*].
- 3 [\*\*\*].

\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

- 4 [\*\*\*].
- 5 [\*\*\*].
- 6 [\*\*\*].
- 7 [\*\*\*].
- 8 [\*\*\*].
- 9 [\*\*\*].
- 10 [\*\*\*].
- 11 [\*\*\*].

**ASSUMPTIONS:**

- 1 [\*\*\*]
- 2 [\*\*\*].

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



[\*\*\*] Notes:

[\*\*\*] Estimated Budget

**CONFIDENTIAL**

[\*\*\*]: [\*\*\*]

[***]	[***]
[***]	[***]

[\*\*\*]  
Date, Version: [\*\*\*]  
Client & Protocol: Medpace – CHS-0214-02

	Unit Price [***]	Unit Price [***]	[***]	[***]	[***]	[***]	[***]	Total [***]
[***]								
[***]	[***]	[***]					[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]			[***]					[***]
[***]			[***]					[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]			[***]					[***]
<b>Total [***]</b>								<b>[***]</b>

**Total [\*\*\*]** **[\*\*\*]**

[\*\*\*] Notes:

1 [\*\*\*]

Additional [\*\*\*] Clinical Trials Services

	[***]	[***]						
	[***]	[***]						
	[***]	[***]						
	[***]	[***]						

	Unit Price [***]	Unit Price [***]	[***]	[***]	[***]	[***]	[***]	Total [***]
[***]								
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]			[***]					[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.





Estimated Budget

CONFIDENTIAL

[\*\*\*]: [\*\*\*]

[\*\*\*] [\*\*\*]  
[\*\*\*] [\*\*\*]  
[\*\*\*] [\*\*\*]

Date, Version: [\*\*\*]  
Client & Protocol: Medpace – CHS-0214-02

[***]	[***]	Unit Price	Unit Price	[***]	[***]	[***]	[***]	Total
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
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[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
<b>Total</b>	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*] Notes:

1 [\*\*\*]

Additional [\*\*\*] Clinical Trials Services

[***]	[***]	[***]	Unit Price	[***]	[***]	[***]	[***]	Total
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
<b>Total</b>	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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II ***					
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III ***					
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## AMENDMENT #2 TO TASK ORDER #13

COHERUS Project Number: CHS0214-02

MEDPACE Project Number: ETA302

This Amendment #2 (“Amendment #2”) to Task Order #13 effective as of 18 October 2013 (“Task Order”), is by and between **Coherus Bioscience, Inc.**, a Delaware corporation with its principal place of business at 201 Redwood Shores Parkway, Suite 200, Redwood City, CA 94065 (“Sponsor”), and **Medpace, Inc.**, with its principal place of business at 5375 Medpace Way, Cincinnati, Ohio 45227 (“Medpace”). This Amendment #2 shall be effective 21 May 2014.

## WITNESSETH:

**WHEREAS**, the Parties have entered into Task Order pursuant and subject to the terms of the Master Service Agreement dated 23 January 2012, (the “Agreement”); and

**WHEREAS**, the Parties desire to amend Task Order in connection with a Phase 3, A Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 DP Versus Enbrel® in Subjects with Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate to include a portion of the Investigator payments for sites in Japan.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows to the revised Scope of Work:

1. The \*\*\* Fees line item included under the Pre-Funded Expenses category in Appendix C: Services and Budget is hereby increased from \*\*\* to \*\*\*. (“Increase”).
2. As a result of the increase in the Budget, Appendix D: Payment Schedule, attached to the Task Order is hereby amended to include the following:  
A total of \*\*\* is due upon execution of Amendment #2. The remainder of the Increase will be paid in accordance with the terms of Appendix D: Payment Schedule, attached to the Task Order.

The total amount payable by Sponsor to Medpace under this Amendment #2 for Medpace Direct Fees, Pass-through Expenses, and Pre-funded Expenses shall not exceed the amount of \*\*\* without prior written consent of both parties. The total value of Task Order and all subsequent amendments is now \*\*\*.

Prepared by:

**MEDPACE**  
Confidential

Amendment #2 to Task Order #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA302  
Page 1

	<u>Direct Fees</u>	<u>Pass Through Costs</u>	<u>Pre-funded Expenses</u>	<u>TOTAL</u>
<b>Task Order #13</b>	[***]	[***]	[***]	[***]
<b>Amendment #1</b>	[***]	[***]	[***]	[***]
<b>Amendment #2</b>	[***]	[***]	[***]	[***]
<b>TOTAL</b>	[***]	[***]	[***]	[***]

All other provisions of the Agreement and Task Order shall remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have hereunto signed this Amendment #2 to Task Order in their official capacities which shall be effective on the day and year listed above.

**MEDPACE, INC.**

Signature: /s/ John Wynne

By: John Wynne  
(Print Name)

Title: Vice President  
Commercial Operations

**COHERUS BIOSCIENCES, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear  
(Print Name)

Title: President & CEO



Amendment #2 to Task Order #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA302  
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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

## CONFIDENTIAL

\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

## AMENDMENT #3 TO TASK ORDER #13

COHERUS Project Number: CHS0214-02

MEDPACE Project Number: ETA302

This Amendment #3 (“Amendment #3”) to Task Order #13 effective as of 18 October 2013 (“Task Order”), is by and between Coherus Bioscience, Inc., a Delaware corporation with its principal place of business at 201 Redwood Shores Parkway, Suite 200 Redwood City, CA 94065 (“Sponsor”), and Medpace, Inc., with its principal place of business at 5375 Medpace Way, Cincinnati, Ohio 45227 (“Medpace”). This Amendment #3 shall be effective 30 May 2014.

## WITNESSETH:

WHEREAS, the Parties have entered into Task Order pursuant and subject to the terms of the Master Service Agreement dated 23 January 2012, (the “Agreement”); and

WHEREAS, the Parties desire to amend Task Order in connection with a Phase 3, A Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 DP Versus Enbrel® in Subjects with Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate to increase the MRL and \*\*\* fees included in the Budget.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows to the revised Scope of Work:

1. Appendix F: MRL and \*\*\* Services and Budget attached to Task Order #13 is hereby amended by Appendix F attached to this Amendment #3.
2. The MRL and \*\*\* Fees line item included under the Pass-through Expenses category in Appendix C: Services and Budget is hereby increased from \*\*\* to \*\*\*. (“Increase”).
3. As a result of the Increase in the Budget, Appendix D: Payment Schedule, attached to the Task Order is hereby amended to include the following:  
A total of \*\*\* is due upon execution of Amendment #3. The remainder of the Increase will be paid in accordance with the terms of Appendix D: Payment Schedule, attached to the Task Order.

The total amount payable by Sponsor to Medpace under this Amendment #3 for Medpace Direct Fees, Pass-through Expenses, and Pre-funded Expenses shall not exceed the amount of \*\*\* without prior written consent of both parties. The total value of Task Order and all subsequent amendments is now \*\*\*.

Prepared by:

**MEDPACE**  
Confidential

Amendment #3 to Task Order #13

Coherus Biosciences, Inc.

CHS-0214-02 / ETA302

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	<u>Direct Fees</u>	<u>Pass Through Costs</u>	<u>Pre-funded Expenses</u>	<u>TOTAL</u>
<b>Task Order #13</b>	[***]	[***]	[***]	[***]
<b>Amendment #1</b>	[***]	[***]	[***]	[***]
<b>Amendment #2</b>	[***]	[***]	[***]	[***]
<b>Amendment #3</b>	[***]	[***]	[***]	[***]
<b>TOTAL</b>	[***]	[***]	[***]	[***]

All other provisions of the Agreement and Task Order shall remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have hereunto signed this Amendment #3 to Task Order in their official capacities which shall be effective on the day and year listed above.

**MEDPACE, INC.**

Signature: /s/ John Wynne

By: John Wynne  
(Print Name)

Title: Vice President  
Commercial Operations

**COHERUS BIOSCIENCES, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear  
(Print Name)

Title: President & CEO 5/30/14



Amendment #3 to Task Order #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA302  
Page 2

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**Total Medpace Reference Laboratories Fees**

*Prepared by:*  
**MEDPACE**  
Confidential

Amendment #3 to Task Order #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA302  
Page 3

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**Medpace Reference Laboratories Fee Estimate**

**Sponsor: Coherus Biosciences**  
**Protocol: CHS-0214-02**

\*\*\*

\*\*\*

Laboratory Tests	Unit Cost	***	***	***	***	***	***	***	***	***	***	***	***	***	***	Total Number of Units	Cost	Subtotal
	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
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**Total Medpace Reference Laboratory Fees** \*\*\*



Amendment #3 to Task Order #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA302  
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\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

Medpace Reference Laboratories Fee Estimate

Sponsor: Coherus Biosciences

Protocol: CHS-0214-02

	Unit Cost	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	Total Number of Units	Cost	Subtotal
<b>Laboratory Tests</b>																				
	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
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<b>Laboratory Support Services</b>																				
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	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
<b>Total Medpace Reference Laboratory Fees</b>																				

Prepared by:  
  
 MEDPACE  
 Confidential

Amendment #3 to Task Order #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA302  
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**Medpace Reference Laboratories Fee Estimate**

**Sponsor: Coherus Biosciences** [\*\*\*]

**Protocol: CHS-0214-02**

[\*\*\*]

	Unit Cost	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	Total Number of Units	Cost	Subtotal
<b>Laboratory Tests</b>	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

**Laboratory Support Services** [\*\*\*]

[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*]

	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

[\*\*\*]

	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]
	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]	[***]

**Total Medpace Reference Laboratory Fees** [\*\*\*]

Prepared by:  
  
**MEDPACE**  
 Confidential

Amendment #3 to Task Order #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA302  
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[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**Medpace Reference Laboratories Pass Through Estimate**

Sponsor: Coherus Biosciences  
 Protocol: CHS-0214-02

	<u>Average Cost per Unit</u>	<u>Estimated Number of Units</u>	<u>Total Cost</u>	<u>Subtotal</u>
<b>Pass Through Estimates</b>				[***]
[***]	[***]	[***]	[***]	
	[***]	[***]	[***]	
	[***]	[***]	[***]	
	[***]	[***]	[***]	
	[***]	[***]	[***]	
<b>Total Estimated Medpace Reference Laboratory Pass-Through Fees</b>				[***]

Prepared by:



Amendment #3 to Task Order #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA302  
 Page 7

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.





## CONFIDENTIAL

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## AMENDMENT #4 TO TASK ORDER #13

COHERUS Project Number: CHS-0214-02

MEDPACE Project Number: ETA302

This Amendment #4 (“Amendment #4”) to Task Order #13 effective as of October 18, 2013 (“Task Order”), is by and between **Coherus Biosciences, Inc.**, a Delaware corporation with its principal place of business at 201 Redwood Shores Parkway, Suite 200, Redwood City, CA 94065 (“Sponsor”), and **Medpace, Inc.**, with its principal place of business at 5375 Medpace Way, Cincinnati, Ohio 45227 (“Medpace”). This Amendment #4 shall be effective August 19, 2014.

## WITNESSETH:

**WHEREAS**, the Parties have entered into Task Order pursuant and subject to the terms of the Master Service Agreement dated January 23, 2012, (the “Master Service Agreement”); and subsequent Amendment #1 effective April 23, 2014, and Amendment #2 effective May 21, 2014, and Amendment #3 effective May 30, 2014, and

**WHEREAS**, the Parties desire to amend Task Order in connection with A Phase 3, Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 Versus Enbrel® in Subjects With Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate to modify the Services.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows to the revised Scope of Work.

1. As a result of these changes, Appendices A, B, C, D, E, and F in Task Order will be deleted in their entirety and replaced with Appendices A, B, C, D, E, and F attached to this Amendment #4 and incorporated herein.
2. \*\*\* Services and Budget is identified in Appendix G attached to this Amendment #4 and incorporated herein.
3. \*\*\* is identified in Appendix H attached to this Amendment #4 and incorporated herein.
4. Notwithstanding anything to the contrary in this Task Order and its Appendices or the Master Service Agreement, the Parties agree \*\*\* the Scope of Work (Appendix A) and/or the Services and Budget (Appendix C). In determining \*\*\*, as provided above, the Parties will \*\*\*, and incorporated herein.

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

The total amount payable by Sponsor to Medpace under this Amendment #4 for Medpace Direct Fees, Pass-through Expenses, and Pre-funded Expenses shall not exceed the amount of [\*\*\*] without prior written consent of both parties. The total value of Task Order and all subsequent amendments is now [\*\*\*], as further set forth in the following table:

	Direct Fees	Pass Through Costs	Pre-funded Expenses	TOTAL
<b>Task Order #13</b>	[***]	[***]	[***]	[***]
<b>Amendment #1</b>	[***]	[***]	[***]	[***]
<b>Amendment #2</b>	[***]	[***]	[***]	[***]
<b>Amendment #3</b>	[***]	[***]	[***]	[***]
<b>Amendment #4</b>	[***]	[***]	[***]	[***]
<b>TOTAL</b>	[***]	[***]	[***]	[***]

All other provisions of the Agreement and Task Order shall remain unchanged and in effect.

IN WITNESS WHEREOF, the Parties have hereunto signed this Amendment #4 to Task Order in their official capacities which shall be effective on the day and year listed above.

**MEDPACE, INC.**

Signature: /s/ August Troendle

By: August Troendle  
(Print Name)

Title: President

**COHERUS BIOSCIENCES, INC.**

Signature: /s/ Dennis M. Lanfear

By: Dennis M. Lanfear  
(Print Name)

Title: President & CEO

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.

CHS-0214-02 / ETA 302

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



<u>Version</u>	<u>Pass Through</u>		
	<u>MRL Labs</u>	<u>Other</u>	<u>Total</u>
Original		[***]	[***]
Amendment #1	[***]		[***]
Amendment #2			[***]
Amendment #3	[***]		[***]
Amendment #4	[***]	[***]	[***]
TOTAL	[***]	[***]	[***]

<u>Version</u>	<u>Pre-Funded</u>		
	<u>[***]</u>	<u>Other</u>	<u>Total</u>
Original	[***]	[***]	[***]
Amendment #1			[***]
Amendment #2	[***]		[***]
Amendment #3			[***]
Amendment #4	[***]	[***]	[***]
TOTAL	[***]	[***]	[***]

Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

**APPENDIX A: SCOPE OF WORK**

<u>ITEM</u>	<u>DESCRIPTION</u>
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
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[***]	[***]
[***]	[***]
[***]	[***]

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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**Investigator Meeting**

	<b>Position</b>	<b>Count</b>
***	***	***
***	***	***
***	***	***

**PROJECT START-UP**

<b>***</b>	<b>***</b>	<b>ITEM</b>	<b>DESCRIPTION</b>
			Medpace Amendment #4 to TASK ORDER #13 Coherus Biosciences, Inc. CHS-0214-02 / ETA 302

\*\*\* Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

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Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

	[***]	[***]	[***]
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CHS-0214-02 / ETA 302

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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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**CLINICAL OPERATIONS**

[***]	[***]	[***]	<u>ITEM</u>	<u>DESCRIPTION</u>
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
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Medpace Amendment #4 to TASK ORDER #13  
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CHS-0214-02 / ETA 302

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**CLINICAL MONITORING**

***	***	***	ITEM	DESCRIPTION
			***	***

Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

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[\*\*\*] [\*\*\*] [\*\*\*]  
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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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**CLINICAL SAFETY**

[***]	[***]	[***]	<u>ITEM</u>	<u>DESCRIPTION</u>
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
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[***]	[***]	[***]	[***]	[***]

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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	[***]	[***]	[***]
	[***]	[***]	[***]
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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

**RANDOMIZATION AND SUPPLY MANAGEMENT**

[**]	[**]	ITEM	DESCRIPTION
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]
[**]	[**]	[**]	[**]

Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

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**DATA MANAGEMENT**

***	***	***	<u>ITEM</u>	<u>DESCRIPTION</u>
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***
***	***	***	***	***

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

[\*\*\*] [\*\*\*] [\*\*\*]  
[\*\*\*] [\*\*\*] [\*\*\*]  
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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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			***	***	
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***				***	***

**STATISTICAL ANALYSIS**

***	***	***	***	ITEM	DESCRIPTION
				***	***
				***	***
				***	***
				***	***

Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

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**DATA SAFETY MONITORING BOARD**

<u>***</u>	<u>***</u>	<u>***</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>

**MEDICAL WRITING**

<u>***</u>	<u>***</u>	<u>***</u>	<u>ITEM</u>	<u>DESCRIPTION</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>
<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>	<u>***</u>

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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**APPENDIX B: TIMELINE**

<u>Task</u>	<u>Date</u>
***	***
***	***
***	***
***	***
***	***
***	***
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***	***
***	***

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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APPENDIX D: PAYMENT SCHEDULE

Payment Schedule

**Project:** CHS-0214-02 / ETA302 **Total Direct Fees:** [\*\*\*]  
**Sponsor:** Coherus Bioscience, Inc.

Payment #	Payment Description/Type	Invoice/Date	Amount to Pay	Percentage
[***]	[***]	[***]	[***]	[***]
<b>Total of All Payments:</b>			[***]	<b>100%</b>

\* [\*\*\*]  
 \*\* [\*\*\*]

The payment schedule above includes [\*\*\*]. For each additional [\*\*\*]. These units will be [\*\*\*]. This unit cost does not include [\*\*\*]. Pass-through expenses associated [\*\*\*] will be invoiced [\*\*\*].

Medpace Amendment #4 to TASK ORDER #13  
 Coherus Biosciences, Inc.  
 CHS-0214-02 / ETA 302

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Sponsor paid [\*\*\*] towards Pre-funded Expenses under Amendment #2 to Task Order #13. Upon execution of this Amendment #4, Sponsor will pay an additional [\*\*\*] of the remaining total Pre-funded Expenses due per Appendix C: Services and Budget. Medpace will invoice Sponsor as needed for actual Pre-funded Expenses incurred. Sponsor shall pay such invoice within [\*\*\*] of receipt. If sufficient funds are not received from Sponsor, [\*\*\*]. Medpace shall apply the initial [\*\*\*] Pre-funded amount paid at execution of this Amendment #4 against the last invoice of actual Pre-funded Expenses, and reconcile the balance.

Pass-through Costs will be billed to Sponsor on a monthly basis or as incurred. Sponsor shall pay such invoice within [\*\*\*] of receipt.

**Pass-through Costs and Pre-funded Expenses**

Any sums quoted with respect to Pass-through Costs and Pre-funded Expenses [\*\*\*]. While Medpace will [\*\*\*]. Payments made to third parties are [\*\*\*].

Pass-through Costs may include, but are not limited to, [\*\*\*]. Costs associated with, [\*\*\*] are as detailed in the table below.

Item	Cost*	Description
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
[***]	[***]	[***]
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Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***
***	***	***

\* Currency is [\*\*\*]. Costs are subject to change based on fluctuations in supplier prices.

Medpace will pass-through [\*\*\*]. This will include [\*\*\*].

Item	Cost	Description
***	***	***
***	***	***

\* Currency is [\*\*\*]

**Pre-funded Expenses**

Pre-funded Expenses may include, but are not limited to, [\*\*\*]. Investigator fees are [\*\*\*]. The investigator fee amount [\*\*\*]. The laboratory fee amount [\*\*\*]. With the exception of [\*\*\*], Medpace will seek the prior written approval of the budget by Sponsor before signing an agreement (including amendments) with Pre-funded Vendors.

Medpace Amendment #4 to TASK ORDER #13  
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 CHS-0214-02 / ETA 302

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**Applicable Taxes**

All Direct Fees, Pass-through Costs, and Pre-funded Expenses are quoted excluding any [\*\*\*], which include but are not limited to [\*\*\*], which may be payable to Medpace by Sponsor.

Medpace Amendment #4 to TASK ORDER #13  
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**APPENDIX E: TRANSFER OF OBLIGATIONS**

**CONFIDENTIAL**

Directions: Complete the form below for Sponsor obligations that have been transferred in accordance with 21 CFR Part 312, Subpart D (Responsibilities of Sponsors). Forward the completed form to Sponsor’s Regulatory Affairs Department for submission to the applicable regulatory agencies.

Drug: CHS-0214 Versus Enbrel® Study ID: CHS-0214-02

Study Title: A Phase 3, Double-Blind, Randomized, Parallel-Group, Active-Control Study to Compare the Efficacy and Safety of CHS-0214 Versus Enbrel® in Subjects With Rheumatoid Arthritis and Inadequate Response to Treatment with Methotrexate

CRO Name: Medpace

CRO Address: 5375 Medpace Way, Cincinnati, Ohio 45227

**OBLIGATIONS TRANSFERRED TO MEDPACE:  THE APPROPRIATE BOX(ES).**

- All obligations in 21 CFR 312, Subpart D (Responsibilities of Sponsors) have been transferred to Medpace.
- The following obligations have been transferred to Medpace:

Sec. 312.32: IND Safety Reports

- Promptly review safety information.
- Notify all participating investigators in a written IND safety report of any AE associated with the drug that is both serious and unexpected.
- Notify the FDA in a written IND safety report of any AE associated with the drug that is both serious and unexpected.

Sec. 312.53: Selecting investigators and monitors

- (a) Select qualified investigators
- (b) Control investigational drug shipment
- (c) Obtain information from investigators
  - (1) Signed Form FDA-1572
  - (2) CV or other qualification statement
  - (3) Clinical protocol outline
  - (4) Financial disclosure information
- (d) Select qualified monitors

Sec. 312.54: Emergency research

- (a) Monitor the progress of all studies involving an exception from informed consent.

Sec. 312.57: Record keeping and record retention

- (a) Maintain adequate records showing investigational drug receipt, shipment, or other disposition.
- (b) Maintain complete and accurate records showing any financial interests of the investigator subject to 21 CFR 54.
- (c) Retain the records and reports required by the regulations for 2 years after the marketing application is approved, or if not approved, until 2 years after investigational drug shipment is discontinued and FDA has been notified.
- (d) Retain reserve samples of any test article and reference standard identified and used in bioequivalence or bioavailability studies.

Sec. 312.58: Inspection of Sponsor’s records and reports

- (a) Permit FDA personnel to have access to and copy and verify any records and reports related to the clinical

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

- (b) Monitor such studies to identify when an IRB determines that it can't approve the research.

Sec. 312.55: Informing investigators

- (a) Provide sites with the current Inv. Brochure.
- (b) Inform investigators of new observations on the drug, particularly with respect to AEs and safe use.

Sec. 312.56: Review of ongoing investigations

- (a) Monitor the progress of all IND studies.
- (b) Secure compliance from noncompliant investigators or discontinue drug shipments and end the investigator's participation in the study.
- (c) Review and evaluate the safety and efficacy results as it is obtained from the investigator.
- (d) Discontinue use of the investigational drug if it is determined to present an unreasonable and significant risk to subjects, notify all IRBs and investigators, and assure the return or alternate disposition of the drug from the investigators.

investigation.

- (b) Permit DEA personnel to have access to and copy records related to the shipment, delivery, receipt and disposition of any investigational controlled substance. Assure adequate storage precautions are taken for investigational new drug substances listed in any schedule of the Controlled Substances Act.

Sec. 312.59: Disposition of unused supply of investigational drug

- Assure the return (or alternate disposition) of all unused supplies of the investigational drug from each discontinued/terminated investigator; maintain written records of any disposition of the investigational drug.

Other

- Please describe any other applicable transfers below:

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

**APPENDIX F: MRL AND [\*\*\*] Services and Budget**

See attached budget on next page.

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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***	***
***	***
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<b>Total Medpace Reference Laboratories Fees</b>	***

Medpace Amendment #4 to TASK ORDER #13  
Coherus Biosciences, Inc.  
CHS-0214-02 / ETA 302

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Medpace Reference Laboratories Fee Estimate

Sponsor: Coherus Biosciences  
 Protocol: CHS-0214-02

\*\*\*

\*\*\*

	Unit Cost	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	Total Number of Units	Cost	Subtotal
<b>Laboratory Tests</b>																			***
***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***	***
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<b>Laboratory/Support Services</b>																			***
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<b>Total Medpace Reference Laboratory Fees</b>																			***

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**Medpace Reference Laboratories Fee Estimate**

**Sponsor: Coherus Biosciences**  
**Protocol: CHS-0214-02**

		<u>Average Cost per Unit</u>	<u>Estimated Number of Units</u>	<u>Total Cost</u>	<u>Subtotal</u>
<b>Pass Through Estimates</b>					
<b>***]</b>					
	***]	***]	***]	***]	
	***]	***]	***]	***]	
	***]	***]	***]	***]	
	***]	***]	***]	***]	
	***]	***]	***]	***]	
	***]	***]	***]	***]	
	***]	***]	***]	***]	
<b>Total Medpace Reference Laboratory Fees</b>					<b>***]</b>

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**APPENDIX G: [\*\*\*].**

See attached budget on next page.

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Cost Estimate

[\*\*\*]

CHS-0214 Etanercept Biosimilar [\*\*\*]

ITEMS	Price [***]	Price [***]
[***] Services		
1. [***]	[***]	[***]
2. [***]	[***]	[***]
3. [***]	[***]	[***]
<b>Total</b>	[***]	[***]
[***]		
1) [***]	[***]	[***]
2) [***]	[***]	[***]
3) [***]		
<b>Total</b>	[***]	[***]
<b>Grand Total</b>	[***]	[***]

Note

- [\*\*\*]: [\*\*\*]
- [\*\*\*]: [\*\*\*]
- [\*\*\*]
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- [\*\*\*]

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- [\*\*\*]
- [\*\*\*]
- [\*\*\*]

[\*\*\*]

[\*\*\*]

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

1. [\*\*\*]

Detailed cost estimate

[\*\*\*]  
CHS-0214 Etanercept Biosimilar [\*\*\*]

**Total:** \_\_\_\_\_ [\*\*\*]

I [***]	Summary	Unit price [***]	[***]	Cost [***] [***]
1 [***]				
(1) [***]		[***]	[***]	[***]
(2) [***]		[***]	[***]	[***]
(3) [***]		[***]	[***]	[***]
2 [***]				[***]
3 [***]				
(1) [***]		[***]	[***]	[***]
(2) [***]		[***]	[***]	[***]
(3) [***]		[***]	[***]	[***]
4 [***]				[***]
5 [***]		[***]	[***]	[***]
II [***]				[***]
1 [***]				
(1) [***]				
i) [***]		[***]	[***]	[***]
ii) [***]		[***]	[***]	[***]
(2) [***]				
i) [***]		[***]	[***]	[***]
ii) [***]		[***]	[***]	[***]
2 [***]				[***]
3 [***]				
(1) [***]				
i) [***]		[***]	[***]	[***]

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.



ii) [***]	[***]	[***]	[***]
iii) [***]	[***]	[***]	[***]
iv) [***]	[***]	[***]	[***]
(2) [***]			
i) [***]	[***]	[***]	[***]
ii) [***]	[***]	[***]	[***]
iii) [***]	[***]	[***]	[***]
iv) [***]	[***]	[***]	[***]
4 [***]			
(1) [***]			
i) [***]	[***]	[***]	[***]
ii) [***]	[***]	[***]	[***]
(2) [***]			
i) [***]	[***]	[***]	[***]
ii) [***]	[***]	[***]	[***]
5 [***]			
(1) [***]			
i) [***]	[***]	[***]	[***]
ii) [***]	[***]	[***]	[***]
(2) [***]			
i) [***]	[***]	[***]	[***]
ii) [***]	[***]	[***]	[***]
III [***]	[***]	[***]	[***]
<b>Total [***]</b>			<u>[***]</u>

Note:

- [\*\*\*]
- [\*\*\*]
- [\*\*\*]

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2. [\*\*\*]

Detailed cost estimate

[\*\*\*]  
CHS-0214 Etanercept Biosimilar [\*\*\*]

**Total:** \_\_\_\_\_ [\*\*\*]

	Summary	[***]	[***]	[***]	[***]	Cost
I [***]						[***]
[***]	[***] presumably	[***]	[***]	[***]	sites	[***]
		[***]				

\* [\*\*\*]

\* [\*\*\*]

II [***]						[***]
[***]						[***]

[***]						
-------	--	--	--	--	--	--

• [\*\*\*]

• [\*\*\*]

[\*\*\*]

• [\*\*\*]

[\*\*\*]

• [\*\*\*]

[\*\*\*]

• [\*\*\*]

• [\*\*\*]

III [***]			[***]	[***]		[***]
	<b>Total</b>	[***]				[***]

V [***]						
---------	--	--	--	--	--	--

1 [\*\*\*]

2 [\*\*\*]

3 [\*\*\*]

4 [\*\*\*]

5 [\*\*\*]

[\*\*\*] Certain information in this document has been omitted and filed separately with the Securities and Exchange Commission. Confidential treatment has been requested with respect to the omitted portions.

3. [\*\*\*]

Detailed cost estimate

—Assumptions—				
1) [***]:	[***]		12) [***]: [***]	
2) [***]:	[***]			
3) [***]:	[***]		① [***]:	[***]
4) [***]:	[***]		② [***]:	[***]
5) [***]:	[***]		③ [***]:	[***]
6) [***]:	[***]		④ [***]:	[***]
7) [***]:	[***]		⑤ [***]:	[***]
8) [***]:	[***]		⑥ [***]:	[***]
9) [***]:	[***]			
			[***]:	[***]
<b>Total:</b>				[***]

Summary	Unit price [***]	[***]	[***]	Cost [***]
I [***]				[***]
1 [***]	[***]	[***]	[***]	[***]
2 [***]	[***]	[***]	[***]	[***]
II [***]				[***]
1 [***]				
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]	[***]
2 [***]				
[***]	[***]	[***]	[***]	[***]
3 [***]				
[***]	[***]	[***]	[***]	[***]
[***]				
4 [***]				
[***]				
1) [***]	[***]	[***]	[***]	[***]
2) [***]	[***]	[***]	[***]	[***]
3) [***]	[***]	[***]	[***]	[***]
4) [***]	[***]	[***]	[***]	[***]
[***]				
1) [***]	[***]	[***]	[***]	[***]
2) [***]	[***]	[***]	[***]	[***]
i) [***]				
[***]				
ii) [***]				
[***]				
iii) [***]				
iv) [***]				
v) [***]				
vi) [***]				
vii) [***]				
viii) [***]				
ix) [***]				
x) [***]				
xi) [***]				
xii) [***]		[***]	[***]	[***]
[***]				

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[\*\*\*], [\*\*\*]

[\*\*\*]

[\*\*\*]

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Actual expenses

Actual expenses:

- (1) [\*\*\*]
  - 1) [\*\*\*]
  - 2) [\*\*\*]
  - 3) [\*\*\*]
- (2) [\*\*\*]
  - 1) [\*\*\*]
  - 2) [\*\*\*]
- (3) [\*\*\*]
  - 1) [\*\*\*]
  - 2) [\*\*\*]
- (4) [\*\*\*]
  - [\*\*\*]
- (5) Others
  - 1) [\*\*\*]
  - 2) [\*\*\*]
  - 3) [\*\*\*]
- (6) [\*\*\*]
  - [\*\*\*]
- (7) [\*\*\*]
  - [\*\*\*]
- (8) [\*\*\*]
  - [\*\*\*]
- (9) [\*\*\*]
  - [\*\*\*]

[\*\*\*]

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