

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

FORM S-1
REGISTRATION STATEMENT

Under
THE SECURITIES ACT OF 1933

EYEGATE PHARMACEUTICALS, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

2834
(Primary Standard Industrial
Classification Code Number)

98-0443284
(I.R.S. Employer
Identification Number)

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

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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. (Check one):

Large accelerated filer

Non-accelerated filer (Do not check if a smaller reporting company)

Accelerated filer

Smaller reporting company

CALCULATION OF REGISTRATION FEE

Title of Each Class of Securities to be Registered	Proposed Maximum Aggregate Offering Price⁽¹⁾	Amount of Registration Fee⁽²⁾
Common Stock, \$0.01 par value per share	\$ 28,750,000	\$ 3,703
Representative's Warrant to Purchase Common Stock ⁽³⁾	—	—
Common Stock Underlying Representative's Warrant ⁽⁴⁾	\$ 1,562,500	\$ 202
TOTAL	\$ 30,312,500	\$ 3,905

(1) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(o) under the Securities Act of 1933, as amended. Includes offering price of shares that the underwriters have the option to purchase to cover over-allotments, if any. Pursuant to Rule 416 under the Securities Act of 1933, as amended, the shares of common stock registered hereby also include an indeterminate number of additional shares of common stock as may from time to time become issuable by reason of stock splits, stock dividends, recapitalizations or other similar transactions.

(2) Calculated pursuant to Rule 457(o) based on an estimate of the proposed maximum aggregate offering price of the securities registered hereunder to be sold by the registrant.

(3) No registration fee pursuant to Rule 457(g) under the Securities Act, as amended.

(4) Estimated solely for the purposes of calculating the registration fee pursuant to Rule 457(g) under the Securities Act, as amended. The warrants are exercisable at a per share exercise price equal to 125% of the public offering price.

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 such Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS SUBJECT TO COMPLETION DATED JULY 30, 2014

**Shares
Common Stock**



This is an initial public offering of shares of common stock of Eyegate Pharmaceuticals, Inc. No public market currently exists for our shares. We are offering all of the shares of common stock offered by this prospectus. We anticipate the public offering price of our shares of common stock to be between \$ and \$ per share.

All common share and per-common-share figures in this prospectus have been adjusted to reflect a 1-for reverse stock split of our outstanding common stock to be effected prior to the consummation of this offering.

We have applied to list our common stock on The NASDAQ Capital Market under the symbol "EYEG." No assurance can be given that our application will be approved.

We are an "emerging growth company" as that term is used in the Jumpstart Our Business Startups Act of 2012, and, as such, we have elected to take advantage of certain reduced public company reporting requirements for this prospectus and future filings.

Investing in our common stock involves a high degree of risk. See "Risk Factors" beginning on page 10 of this prospectus for a discussion of information that should be considered in connection with an investment in our common stock.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per Share	Total
Public offering price	\$	\$
Underwriting discounts and commissions ⁽¹⁾	\$	\$
Offering proceeds to us before expenses	\$	\$

(1) Does not include a non-accountable expense allowance equal to 1% of the gross proceeds of this offering payable to Aegis Capital Corp., the representative of the underwriters. See "Underwriting" for a description of compensation payable to the underwriters.

We have granted a 45-day option to the representative of the underwriters to purchase up to additional shares of common stock solely to cover over-allotments, if any.

The underwriters expect to deliver our shares to purchasers in the offering on or about 2014.

Aegis Capital Corp

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Neither we nor the underwriters have authorized anyone to provide you with information that is different from that contained in this prospectus or in any free writing prospectus we may authorize to be delivered or made available to you. When you make a decision about whether to invest in our common stock, you should not rely upon any information other than the information in this prospectus or in any free writing prospectus that we may authorize to be delivered or made available to you. Neither the delivery of this prospectus nor the sale of our common stock means that the information contained in this prospectus or any free writing prospectus is correct after the date of this prospectus or such free writing prospectus. This prospectus is not an offer to sell or the solicitation of an offer to buy the shares of common stock in any circumstances under which the offer or solicitation is unlawful.

Unless otherwise indicated, information contained in this prospectus concerning our industry and the markets in which we operate, including our general expectations and market position, market opportunity and market share, is based on information from our own management estimates and research, as well as from industry and general publications and research, surveys and studies conducted by third parties. Management estimates are derived from publicly available information, our knowledge of our industry and assumptions based on such information and knowledge, which we believe to be reasonable. In addition, assumptions and estimates of our and our industry's future performance are necessarily subject to a high degree of uncertainty and risk due to a variety of factors, including those described in "Risk Factors." These and other factors could cause our future performance to differ materially from our assumptions and estimates. See "Special Note Regarding Forward-Looking Statements."

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Eyegate and our logo are our pending trademarks that are used in this prospectus. This prospectus may also include other trademarks, tradenames and service marks that are the property of their respective holders. Solely for convenience, trademarks and tradenames referred to in this prospectus may appear without the ® and ™ symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights, or that the applicable holder will not assert its rights, to these trademarks and tradenames.

PROSPECTUS SUMMARY

This summary highlights selected information contained elsewhere in this prospectus. Because this is only a summary, it does not contain all of the information you should consider before investing in our common stock. You should read this prospectus carefully, especially the risks set forth under the heading "Risk Factors" and our financial statements and related notes included elsewhere in this prospectus, before making an investment decision. References in this prospectus, unless the context otherwise requires, to "Eyegate," "our company," "we," "us" and "our" and other similar references refer to Eyegate Pharmaceuticals, Inc. and EyeGate Pharma S.A.S. and during the periods presented unless the context requires otherwise.

Overview

We are a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. EGP-437, our first and only product in clinical trials, incorporates a reformulated topically active corticosteroid, dexamethasone phosphate, that is delivered into the ocular tissues through our proprietary innovative drug delivery system, the EyeGate® II Delivery System. EGP-437 is being developed under the 505(b)(2) New Drug Application, or NDA, regulatory pathway for drugs submitted for approval to the U.S. Food and Drug Administration, or FDA, which enables an applicant to rely, in part, on the FDA's findings of safety and efficacy for an existing product, or published literature, in support of its NDA.

The EyeGate® II Delivery System and EGP-437, are designed to address two major issues in ophthalmic medicine: lack of patient compliance and safety. The EyeGate® II Delivery System features a compact, elegant, and easy-to-use device that we believe has the potential to deliver drugs non-invasively and quickly into the ocular tissues through the use of iontophoresis, which can accelerate the onset of action, dramatically reduce treatment frequency versus eye drops and sustain therapeutic effect. Iontophoresis employs the use of a low electrical current that promotes the migration of a charged drug substance across biological membranes. The current produces ions, which through electrorepulsion, drive a like-charged drug substance into the tissues. The EyeGate® II Delivery System is easy-to-use, only takes a few minutes to employ and has been utilized to administer more than 1,700 experimental treatments. We hold worldwide commercialization rights to the EyeGate® II Delivery System.

Initially, we are developing EGP-437 for the treatment of non-infectious anterior uveitis, a debilitating form of intraocular inflammation of the anterior portion of the uvea, such as the iris and/or ciliary body. We intend to expand the use of EGP-437 to other inflammatory ocular indications such as, dry eye, where a deficiency in either the volume or composition of the tear film can produce an immune-based inflammation of the ocular surface, macular edema, an abnormal thickening of the macula associated with the accumulation of excess fluids in the retina, and seasonal allergic conjunctivitis, which involves an acute or subacute condition characterized by self-limited signs and symptoms that become persistent with repeated allergen exposure during pollen season. Our first pivotal Phase 3 clinical trial relating to the treatment of non-infectious anterior uveitis has been completed, and we anticipate that an additional or confirmatory Phase 3 trial will be sufficient to support the FDA registration of the combined EGP-437 and the EyeGate® II Delivery System, or the EGP-437 Combination Product. We anticipate initiating this confirmatory Phase 3 trial in the second half of 2014 and completing it in the first half of 2016. Subject to regulatory approval, we hope for a U.S. commercial launch of the EGP-437 Combination Product for non-infectious anterior uveitis in 2017. In comparison to existing treatments for non-infectious anterior uveitis, we believe that patients may benefit from the potential elimination of demanding dosing schedules, rapid relief of symptoms, increased comfort and reduced side effects. Physician benefits may include increased control of patient compliance, rapid onset of action, increased office efficiency and increased revenues. The EyeGate® II Delivery System has the potential to offer a non-invasive method of drug delivery as an alternative to the current delivery modalities used for treating ocular diseases, such as eye drops and ocular injections. In-office preparation is simple and efficient and can be completed by nursing or other office staff. Utilizing the EyeGate® II Delivery System, we have demonstrated in vivo (preclinical) the ability to deliver a wide range of molecules from small molecules to biologics (such as antibodies) to the front and back of the eye.

We are also exploring the potential use of the EyeGate® II Delivery System to provide a non-invasive solution for treating other, more prevalent retinal diseases, like age-related macular degeneration, the two primary drug treatments for which, accounted for annual worldwide sales of approximately \$6.1 billion in 2013.

Program	Indication	Current Status	Near-term Milestones
EGP-437	Anterior Uveitis	<ul style="list-style-type: none"> Phase 1-2 proof of concept trial completed Phase 3 pivotal trial completed 	<ul style="list-style-type: none"> Complete confirmatory Phase 3 pivotal trial
	Dry Eye	<ul style="list-style-type: none"> Two trials completed (Phase 2 & Phase 3) (Stress Environment) 	
	Cataract Surgery	<ul style="list-style-type: none"> Phase 2 proof of concept trial completed (prophylactic) 	
	General		<ul style="list-style-type: none"> Assess and initiate Phase 2 proof of concept trial(s) Initiate corneal endothelial cell count safety trial Complete drug manufacturing validation batches
Research		<ul style="list-style-type: none"> Demonstrated <i>in vivo</i> delivery of multiple therapeutic classes 	<ul style="list-style-type: none"> Select Candidate Complete formulation work Initiate and complete preclinical studies Initiate and complete IND enabling studies Submit IND

Our Strategy

Our goal is to become a leading specialty pharmaceutical company focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. The key elements of this strategy are to:

- Complete clinical development of and obtain marketing approval for our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis.* Currently, we are devoting most of our efforts to completing the clinical development of our EGP-437 Combination Product. We are initiating the confirmatory Phase 3 trial evaluating the safety and efficacy of our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis. We have begun preparatory work and plan to enroll the first subject by the end of the first quarter of 2015. Based on our estimates regarding subject enrollment, we expect to have top-line data for this trial by mid-year 2016. We also expect to initiate a separate safety study in early 2015. If the results of our confirmatory Phase 3 trial and our separate safety study are favorable, we plan to submit an NDA to the FDA by the end of 2016, and hope to obtain approval of our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis by the end of 2017.
- Expand use of our EGP-437 Combination Product for additional ocular indications.* As an anti-inflammatory agent, our EGP-437 Combination Product has the potential to be used to treat other diseases of the eye that have an inflammatory component, like dry eye, allergic conjunctivitis, scleritis and macular edema. We are evaluating these ocular inflammatory diseases to determine which one to pursue in the near future first. We expect to have top-line data from at least one Phase 2 proof-of-concept study for an additional indication by the end of 2015.
- Maximize commercial potential of our EGP-437 Combination Product.* We believe that medical specialists in the U.S. who treat anterior uveitis patients are sufficiently concentrated that if our EGP-437 Combination Product receives marketing approval in the U.S., we could effectively

promote our EGP-437 Combination Product to these specialists with a specialty sales and marketing group. Therefore, we may decide to build our own focused, specialty pharmaceutical sales force in order to commercialize our EGP-437 Combination Product in the U.S. We intend to enter into strategic collaborations for the development and commercialization of our EGP-437 Combination Product outside of the U.S.

- *Utilize the EyeGate® II Delivery System platform to build a pipeline of product candidates for the treatment of eye diseases.* Although, our initial clinical development has been with a corticosteroid, EGP-437, we have demonstrated in vitro and in vivo (preclinical) that the system is capable of delivering a wide variety of drug types including small molecules, oligonucleotides, peptides, proteins and nanoparticles. We plan to continue to formulate both existing and novel therapeutics for delivery with our platform in order to expand our product pipeline.
- *Pursue other strategic collaborations.* We plan to evaluate opportunities to enter into collaborations that may contribute to our ability to advance our drug delivery platform and product candidates and to progress concurrently a range of discovery and development programs. We also plan to evaluate opportunities to in-license or acquire the rights to other products, product candidates or technologies for the treatment of eye diseases.

Risks Related to Our Business

An investment in our common stock involves a high degree of risk. Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled “Risk Factors”. These risks represent challenges to the successful implementation of our strategy and to the growth and future profitability of our business. Some of these risks include the following:

- We have incurred significant operating losses since our inception. We expect to incur losses for the foreseeable future and may never achieve or maintain profitability. Our recurring losses from operations have raised substantial doubt regarding our ability to continue as a going concern, and as a result, our independent registered public accounting firm included an explanatory paragraph in its report on our financial statements as of and for the year ended December 31, 2013 with respect to this uncertainty.
- We will need substantial additional funding. If we are unable to raise capital when needed, we could be forced to delay, reduce or eliminate our product development programs or commercialization efforts.
- Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.
- We may not successfully complete our planned confirmatory Phase 3 clinical trial and obtain marketing approval for the EGP-437 Combination Product, or we may experience significant delays in doing so, or if we obtain marketing approvals, we may thereafter fail to commercialize the EGP-437 Combination Product.
- If clinical trials of the EGP-437 Combination Product or any other product candidate that we develop fail to demonstrate safety and efficacy to the satisfaction of the FDA, we may ultimately be delayed or unable to complete the development and commercialization of the EGP-437 Combination Product or any other product candidate. In our first Phase 3 trial for the treatment of non-infectious anterior uveitis against a positive control, prednisolone acetate ophthalmic suspension (1%), or PA, the standard of care, the dose of the EGP-437 Combination Product tested was just outside the pre-set non-inferiority margin and did not achieve statistical significance as compared to the positive control based on the primary efficacy endpoint.
- Even if the EGP-437 Combination Product or any other product candidate that we develop receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success and the market opportunity for the EGP-437 Combination Product may be smaller than we estimate.

- We may be unable to establish sales, marketing and distribution capabilities for EGP-437 Combination Product or any other product candidates that we may develop that may be approved.
- We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than we do.
- We may be unable to obtain and maintain patent protection for our technology and products and our competitors could develop and commercialize technology and products similar or identical to ours, impairing our ability to successfully commercialize our technology.
- Our future success depends on our ability to retain key executives.

For further discussion of these and other risks you should consider before making an investment in our common stock, see the section titled “Risk Factors” beginning on page [10](#) of this prospectus.

Implications of Being an Emerging Growth Company

We qualify as an “emerging growth company” as defined in the Jumpstart Our Business Startups Act of 2012, or JOBS Act. An emerging growth company may take advantage of specified reduced reporting requirements that are otherwise applicable to public companies. These provisions include, but are not limited to:

- being permitted to present only two years of audited financial statements and only two years of related Management’s Discussion and Analysis of Financial Condition and Results of Operations in this prospectus;
- exemption from complying with the auditor attestation requirements under Section 404 of the Sarbanes-Oxley Act, regarding the effectiveness of our internal controls over financial reporting;
- reduced disclosure obligations regarding the company’s executive compensation arrangements in our periodic reports, proxy statements and registration statements; and
- exemptions from the requirements of holding a non-binding advisory vote on executive compensation and stockholder approval of any golden parachute arrangements not previously approved.

We may take advantage of these provisions until the last day of our fiscal year following the fifth anniversary of the date of the first sale of our common equity securities pursuant to an effective registration statement under the Securities Act of 1933, as amended, or the Securities Act, which such fifth anniversary we expect to occur in 2019, or until such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than \$1.0 billion in annual gross revenue, the date at which we become a large accelerated filer, or issue more than \$1.0 billion of non-convertible debt over a three-year period. We may choose to take advantage of some but not all of these reduced burdens.

We have elected to take advantage of certain of the reduced disclosure obligations and may elect to take advantage of other reduced reporting requirements in future filings. As a result, the information that we provide to our stockholders may be different than you might receive from other public reporting companies in which you hold equity interests.

We have irrevocably elected not to avail ourselves of the extended transition period for complying with new or revised accounting standards pursuant to Section 107(b) of the JOBS Act and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We are also a “smaller reporting company” as defined in Rule 12b-2 of the Securities Exchange Act of 1934, as amended, or the Exchange Act, and have elected to take advantage of certain of the scaled disclosure available for smaller reporting companies.

Our Corporate Information

Our principal executive offices are located at 271 Waverley Oaks Road, Suite 108, Waltham, MA 02452, and our telephone number is (781) 788-9043. Our website address is www.eyegatepharma.com. Our website and the information contained in, or accessible through, our website will not be deemed to be incorporated by reference into this prospectus and does not constitute part of this prospectus. You should not rely on any such information in making your decision whether to purchase our common stock.

Recent Developments

On June 6, 2014 and July 17, 2014, we consummated two closings which comprised the first tranche of a bridge financing of convertible notes in the aggregate principal amount of approximately \$995,000 and warrants to purchase our common stock in a private placement to raise capital to fund our operating expenses and capital expenditure requirements. A second tranche of the bridge financing is expected to close prior to the end of September 2014, but if this offering closes prior to a closing of the second tranche, we do not plan on consummating the second tranche. The investors participating in the second tranche are expected to be the same as those who participated in the first tranche. The convertible promissory notes issued in the bridge financing will convert into shares of our common stock upon the closing of this offering at a conversion price equal to 70% of the public offering price. In connection with this bridge financing, we amended and restated our outstanding convertible promissory notes issued in 2012 and 2013, which are further described in the "Description of Capital Stock — Convertible Promissory Notes" section, such that they will convert into shares of our common stock upon the closing of this offering.

The Offering

Common stock offered by us	shares of our common stock.
Common stock to be outstanding after this offering	shares of our common stock.
Over-allotment option	We have granted the underwriters a 45-day option to purchase up to additional shares of our common stock at the public offering price, less underwriting discounts and commissions.
Use of proceeds	We intend to use the net proceeds of this offering for research and development activities, including our planned clinical trials, an endothelial cell count safety trial and two proof-of-concept trials of our EGP-437 Combination Product, advancing a second molecule through formulation, preclinical and IND enabling studies and for working capital and other general corporate purposes. See “Use of Proceeds.”
Dividend policy	We do not currently intend to declare dividends on shares of our common stock. See “Dividend Policy.”
Risk factors	You should read the “Risk Factors” section of this prospectus for a discussion of factors that you should consider carefully before deciding to invest in shares of our common stock.
Proposed NASDAQ Capital Market symbol	We have applied to list our common stock on the NASDAQ Capital Market under the symbol “EYEG.”

The number of shares of our common stock to be outstanding after this offering is based on 52,506,662 shares of our common stock outstanding as of July 24, 2014 (except for shares issuable for accrued interest on the convertible notes through June 30, 2014),

- (i) consisting of 2,025,527 shares of common stock outstanding on July 1, 2014, (ii) 38,402,309 shares of common stock into which all of our preferred stock (including anti-dilution shares) (the number of common shares to be issued for each Series as disclosed parenthetically) — Series A Preferred Stock (6,872,319), Series B Preferred Stock (8,099,371), Series C Preferred Stock (3,830,062), and Series D Preferred Stock (19,600,557) outstanding as of July 1, 2014 will be converted upon the completion of this offering, (iii) 13,600 shares of common stock into which a Series C Preferred Stock warrant (including anti-dilution shares) will be converted into upon completion of this offering, (iv) 27,993 shares of common stock into which two Series D Preferred stock warrants (including anti-dilution shares) will be converted into upon completion of this offering, (v) 11,752,142 shares of common stock into which the exchange of all shares of common stock of EyeGate Pharma S. A. S. (including anti-dilution shares) into shares of our Series B Preferred Stock (5,764,542), Series C Preferred Stock (2,055,153) and Series D Preferred Stock (3,932,447) and subsequent conversion of such shares into our common stock upon completion of this offering, (vi) shares of our common stock issuable upon the conversion of our convertible notes (including accrued interest) — 2012 Notes, as amended (\$590,842), 2013 Notes, as amended (\$1,507,795) and 2014 Notes (\$994,844), into , and common shares, respectively (the convertible notes will convert into shares of our common stock at a conversion price equal to 70% of the public offering price), (vii) issuance of 165,091 common shares to the University of Miami, (viii) shares of common stock into which anti-dilution warrants issued on June 6, 2014 will be converted upon the completion of this offering and, (ix) the exercise of two warrants to purchase an aggregate of 120,000 shares of our common stock, and excludes as of such date:
- shares of common stock issuable upon exercise of options outstanding under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan, at a weighted-average exercise price of approximately \$ per share;

- 79,571 shares of our common stock issuable upon the exercise of an outstanding warrant to purchase shares of our common stock at a price of \$0.47 per share;
- shares of common stock reserved for future issuance under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the “Underwriting — Representative’s Warrants” section of this prospectus.

Unless otherwise indicated, this prospectus reflects and assumes the following:

- the filing of our amended and restated certificate of incorporation and the adoption of our amended and restated bylaws, which will occur immediately prior to the closing of this offering;
- the conversion of all outstanding shares of our Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock, the exercise and conversion of a warrant to purchase shares of our Series C Preferred Stock and two warrants to purchase shares of our Series D Preferred Stock, and the exchange of all shares of common stock of EyeGate Pharma S.A.S. into shares of our Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock and the subsequent conversion of such shares into shares of our common stock, all into 50,196,044 shares of our common stock (inclusive of all anti-dilution shares) immediately prior to the closing of the offering;
- shares of our common stock issuable upon conversion of our 2012 Notes as amended, 2013 Notes as amended and 2014 Notes, as described in the “Description of Capital Stock” section;
- the exercise of two warrants to purchase an aggregate of 120,000 shares of our common stock;
- a one-for- reverse stock split of our common stock to be effected before the completion of this offering;
- no exercise of the representative’s warrants to be issued to the representative of the underwriters described above; and
- no exercise by the underwriters of their option to purchase additional shares of our common stock to cover over-allotments, if any.

SUMMARY FINANCIAL DATA

The following tables set forth, for the periods and as of the dates indicated, our summary financial data. The statements of operations data for the unaudited three months ended March 31, 2014 and 2013, and for the years ended December 31, 2013 and 2012 are derived from our audited financial statements included elsewhere in the prospectus. You should read the following information together with the more detailed information contained in “Selected Financial Data,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and the related notes included elsewhere in the prospectus. Our historical results are not indicative of the results to be expected in the future.

	Three Months Ended March 31,		Year Ended December 31,	
	2014	2013	2013	2012
	(unaudited)			
Operating expenses:				
Research and development	\$ 217,868	\$ 564,906	\$ 1,010,268	\$ 3,034,397
General and administrative	656,216	426,421	2,087,637	2,817,851
Total operating expenses	874,084	991,327	3,097,905	5,852,248
Other income (expense), net:				
Research & development tax credit	2,940	1,968	24,520	32,748
Interest income	307	486	2,186	11,127
Interest expense	(32,055)	(117,265)	(611,386)	—
Total other income (expense), net	(28,808)	(114,811)	(584,680)	43,875
Net loss	(902,892)	(1,106,138)	(3,682,585)	(5,808,373)
Net income attributable to non-controlling interest	(58,948)	(57,977)	(196,862)	(225,722)
Net loss to the Company	<u>\$ (961,840)</u>	<u>\$ (1,164,115)</u>	<u>\$ (3,879,447)</u>	<u>\$ (6,034,095)</u>
Net loss per share basic and diluted:	\$ (0.47)	\$ (0.58)	\$ (1.92)	\$ (3.01)
Weighted-average number of common shares used in computing net loss per share basic and diluted:	2,025,527	2,023,606	2,025,057	2,003,294
Pro forma information				
Pro forma net loss attributable to common stockholders	\$ _____)		\$ _____)	
Pro forma net loss per share, basic and diluted (unaudited)	\$ _____)		\$ _____)	
Pro forma weighted average shares outstanding, basic and diluted (unaudited)	=====		=====	
	As of March 31, 2014			
	<u>Actual⁽¹⁾</u>	<u>Pro Forma⁽²⁾</u>	<u>Pro Forma</u>	
	(unaudited)	(unaudited)	As Adjusted ⁽³⁾	
			(unaudited)	
Balance Sheet Data:				
Cash and cash equivalents	\$ 523,378	\$ 530,458		
Total current assets	579,967	587,047		
Total assets	673,778	680,858		
Accrued Liabilities	765,032	656,038		
Convertible promissory notes due to shareholders	2,473,391			
Total liabilities	3,287,717			
Temporary equity – convertible preferred stock	36,408,666			

	As of March 31, 2014		
	Actual ⁽¹⁾	Pro Forma ⁽²⁾	Pro Forma As Adjusted ⁽³⁾
	(unaudited)	(unaudited)	(unaudited)
Non controlling interest	6,621,982		
Common stock	106,646	747,521	
Additional paid in capital	10,302,493	52,692,266	
Accumulated deficit	(56,050,000)	(56,050,000)	
Accumulated other comprehensive income	55,098	55,098	
Total stockholders' deficit	(45,644,587)	(2,613,139)	

The preceding table sets forth our cash and cash equivalents and capitalization as of March 31, 2014 as follows:

- on an actual basis;
- on a pro forma basis to reflect (the number of common shares to be issued for each Series as disclosed parenthetically) (1) the conversion of all outstanding shares of our Series A Preferred Stock (6,872,319), Series B Preferred Stock (8,099,371), Series C Preferred Stock (3,830,062), and Series D Preferred Stock (19,600,557), the exercise and conversion of a warrant to purchase our Series C Preferred Stock (13,600) and two warrants to purchase our Series D Preferred Stock (27,993), and the exchange of all shares of common stock of EyeGate Pharma S.A.S. (presented as non-controlling interests) into the following shares of our Preferred Stock (inclusive of anti-dilution shares) — Series B Preferred Stock (5,764,542), Series C Preferred Stock (2,055,153) and Series D Preferred Stock (3,932,447) and the subsequent conversion of such shares into shares of our common stock, all into 50,196,044 shares of our common stock immediately prior to the closing of the offering, (2) the exercise of two warrants to purchase an aggregate of 120,000 shares of our common stock, (3) issuance of 165,091 common shares to the University of Miami, (4) shares of our common stock issuable upon the conversion of our convertible notes (including accrued interest) — 2012 Notes, as amended (\$590,842), 2013 Notes, as amended (\$1,507,795) and 2014 Notes (\$994,844), into , and common shares, respectively. The convertible notes will convert into shares of our common stock at a conversion price equal to 70% of the public offering price as described in the “Description of Capital Stock” Section and (5) the filing of our amended and restated certificate of incorporation immediately prior to the closing of this offering.
- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of common stock in this offering at an assumed initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information is illustrative only, and our capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our financial statements and the related notes appearing at the end of this prospectus and the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section and other financial information contained in this prospectus.

RISK FACTORS

Investing in our common stock involves a high degree of risk. You should consider carefully the risks and uncertainties described below, together with all of the other information in this prospectus, including our financial statements and related notes, before deciding whether to purchase shares of our common stock. If any of the following risks are realized, our business, financial condition, results of operations, and prospects could be materially and adversely affected. In that event, the price of our common stock could decline and you could lose part or all of your investment.

Risks Related to Our Financial Position and Need For Additional Capital

We have incurred significant operating losses since our inception. We expect to incur losses for the foreseeable future and may never achieve or maintain profitability.

Since inception, we have incurred significant operating losses. Our net loss was approximately \$0.9 million for the three months ended March 31, 2014 and \$3.7 million for the year ended December 31, 2013, \$5.8 million for the year ended December 31, 2012, and \$56.0 million from the period of inception (December 26, 2004) through March 31, 2014. To date, we have financed our operations primarily through private placements of our preferred stock and convertible promissory notes. We have devoted substantially all of our financial resources and efforts to research and development, including preclinical studies and, beginning in 2008, clinical trials. We are still in the early stages of development of our product candidates, and we have not completed development of any drugs. We expect to continue to incur significant expenses and operating losses for the foreseeable future. Our net losses may fluctuate significantly from quarter to quarter and year to year. Our recurring losses from operations have raised substantial doubt regarding our ability to continue as a going concern, and as a result, our independent registered public accounting firm included an explanatory paragraph in its report on our financial statements as of and for the year ended December 31, 2013 with respect to this uncertainty.

We anticipate that our expenses will continue to be significant with our planned clinical trial for our EGP-437 Combination Product, which consists of EGP-437 and our EyeGate® II Delivery System, including a confirmatory Phase 3 clinical trial evaluating the safety and efficacy of the EGP-437 Combination Product, our most advanced product candidate, for the treatment of non-infectious anterior uveitis. We are planning a separate safety clinical trial evaluating corneal endothelial cell counts over a six-month period with the EGP-437 Combination Product, and seeking marketing approval for the EGP-437 Combination Product for this indication in the U.S. and, whether alone or in collaboration with third parties, in other jurisdictions will make us incur further expenses. We expect to begin randomizing and treating patients in the confirmatory Phase 3 clinical trial by the end of the first quarter of 2015.

Our expenses will also increase if and as we:

- pursue the development of the EGP-437 Combination Product for the treatment of additional indications or for use in other patient populations or, if it is approved, seek to broaden the label for the EGP-437 Combination Product;
- continue the research and development of our other product candidates;
- Seek to develop additional product candidates;
- in-license or acquire the rights to other products, product candidates or technologies for the treatment of ophthalmic diseases;
- seek marketing approvals for any product candidates that successfully complete clinical trials;
- establish sales, marketing and distribution capabilities and scale up and validate external manufacturing capabilities to commercialize any products for which we may obtain marketing approval;
- maintain, expand and protect our intellectual property portfolio;
- hire additional clinical, quality control, scientific and management personnel;

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- expand our operational, financial and management systems and personnel, including personnel to support our clinical development, manufacturing and planned future commercialization efforts and our operations as a public company; and
- increase our insurance coverage as we expand our clinical trials and commence commercialization of the EGP-437 Combination Product.

Because of the numerous risks and uncertainties associated with pharmaceutical product development, we are unable to accurately predict the timing or amount of increased expenses or when, or if, we will be able to achieve profitability. Our expenses will increase if:

- we are required by the U.S. Food and Drug Administration, or FDA, or foreign equivalents, to perform studies or clinical trials in addition to those currently expected;
- if there are any delays in receipt of regulatory clearance to begin our planned confirmatory Phase 3 clinical trial; or
- if there are any delays in enrollment of patients in or completing our clinical trials or the development of the EGP-437 Combination Product or any other product candidates that we may develop.

Our ability to become and remain profitable depends on our ability to generate revenue. We do not expect to generate significant revenue unless and until we obtain marketing approval for, and commercialize, the EGP-437 Combination Product, which we do not expect will occur before 2017, if ever. This will require us to be successful in a range of challenging activities, including:

- initiating and obtaining favorable results from our planned clinical trial for the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis and for the endothelial cell count safety trial;
- subject to obtaining favorable results from our planned clinical trial for the EGP-437 Combination Product, applying for and obtaining marketing approval for the EGP-437 Combination Product;
- establishing sales, marketing and distribution capabilities, either ourselves or through collaboration or other arrangements with third parties, to effectively market and sell the EGP-437 Combination Product in the U.S.;
- establishing collaboration, distribution or other marketing arrangements with third parties to commercialize the EGP-437 Combination Product in markets outside the U.S.;
- achieving an adequate level of market acceptance of the EGP-437 Combination Product;
- protecting our rights to our intellectual property portfolio related to the EGP-437 Combination Product; and
- ensuring the manufacture of commercial quantities of the EGP-437 Combination Product.

Even if we do achieve profitability, we may not be able to sustain or increase profitability on a quarterly or annual basis. Our failure to become and remain profitable would depress the value of our company and could impair our ability to raise capital, expand our business, maintain our research and development efforts, diversify our product offerings or even continue our operations. A decline in the value of our company could also cause you to lose all or part of your investment.

We will need substantial additional funding. If we are unable to raise capital when needed, we could be forced to delay, reduce or eliminate our product development programs or commercialization efforts.

We expect to devote substantial financial resources to our ongoing and planned activities, particularly preparing for, initiating and completing our planned clinical trial evaluating the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis and, if successful, seeking marketing approval for the EGP-437 Combination Product. We expect to devote additional financial resources to the clinical development of the EGP-437 Combination Product as we initiate and conduct additional clinical trials of the EGP-437 Combination Product for the treatment of other diseases and to functions associated with operating as a public

company. We also expect to devote additional financial resources to conducting research and development, if we determine to proceed into clinical development, initiating clinical trials of, and seeking regulatory approval for, our other product candidates. In addition, if we obtain regulatory approval for any of our product candidates, we would need to devote substantial financial resources to commercialization efforts, including product manufacturing, marketing, sales and distribution. Accordingly, we will need to obtain substantial additional funding in connection with our continuing operations. If we are unable to raise capital when needed or on attractive terms, we could be forced to delay, reduce or eliminate our research and development programs or any future commercialization efforts.

Our future capital requirements will depend on many factors, including:

- the progress, costs and outcome of our planned clinical trial for the EGP-437 Combination Product and of any clinical activities required for regulatory review of the EGP-437 Combination Product outside of the U.S.;
- the costs and timing of process development and manufacturing scale up and validation activities associated with the EGP-437 Combination Product;
- the costs, timing and outcome of regulatory review of the EGP-437 Combination Product in the U.S., and in other jurisdictions;
- the costs and timing of commercialization activities for the EGP-437 Combination Product if we receive marketing approval, including the costs and timing of establishing product sales, marketing, distribution and outsourced manufacturing capabilities;
- subject to receipt of marketing approval, the amount of revenue received from commercial sales of the EGP-437 Combination Product;
- the progress, costs and outcome of developing the EGP-437 Combination Product for the treatment of additional indications or for use in other patient populations;
- our ability to establish collaborations on favorable terms, if at all, particularly manufacturing, marketing and distribution arrangements for our product candidates;
- the scope, progress, results and costs of preclinical development, laboratory testing and, if we determine to proceed into clinical development, clinical trials of our other product candidates;
- the costs and timing of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending any intellectual property-related claims; and
- the extent to which we in-license or acquire rights to other products, product candidates or technologies for the treatment of ophthalmic diseases.

As of March 31, 2014, we had cash and cash equivalents of \$523,378. We believe that the net proceeds from this offering, together with our cash and cash equivalents as of March 31, 2014 and approximately \$17,000 received in April 2014 and approximately \$995,000 in net cash proceeds received from the first tranche of our bridge financing that we completed via a private placement on June 6, 2014 and July 17, 2014, will enable us to fund our operating expenses and capital expenditure requirements for the next eighteen months. We have based this estimate on assumptions that may prove to be wrong, and we could use our capital resources sooner than we currently expect.

Identifying potential product candidates and conducting preclinical testing and clinical trials is a time-consuming, expensive and uncertain process that takes years to complete, and we may never generate the necessary data or results required to obtain regulatory approval and achieve product sales. Our commercial revenues, if any, will be derived from sales of the EGP-437 Combination Product or any other products that we successfully develop, none of which we expect to be commercially available for several years, if at all. In addition, if approved, the EGP-437 Combination Product or any other product candidate that we develop or any product that we in-license may not achieve commercial success. Accordingly, we will need to obtain substantial additional financing to achieve our business objectives. Adequate additional financing may not be

available to us on acceptable terms, or at all. In addition, we may seek additional capital due to favorable market conditions or strategic considerations, even if we believe we have sufficient funds for our current or future operating plans.

Raising additional capital may cause dilution to our stockholders, including purchasers of our common stock in this offering, restrict our operations or require us to relinquish rights to our technologies or product candidates.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, government or other third-party funding, collaborations, strategic alliances, licensing arrangements and marketing and distribution arrangements. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, your ownership interest will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends.

If we raise additional funds through government or other third-party funding, collaborations, strategic alliances, licensing arrangements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Our limited operating history may make it difficult for you to evaluate the success of our business to date and to assess our future viability.

We are an early-stage company with a limited operating history. Our operations to date have been limited to organizing and staffing our company, acquiring rights to intellectual property, business planning, raising capital, developing our technology, identifying potential product candidates, undertaking preclinical studies and, beginning in 2008, conducting clinical trials of the EGP-437 Combination Product. All of our product candidates, other than the EGP-437 Combination Product, are still in preclinical development. We have not yet demonstrated our ability to successfully complete development of a product candidate, obtain marketing approvals, manufacture at commercial scale, or arrange for a third party to do so on our behalf, or conduct sales, marketing and distribution activities necessary for successful product commercialization.

In addition, as a new business, we may encounter unforeseen expenses, difficulties, complications, delays and other known and unknown factors. We will need to transition at some point from a company with a research and development focus to a company capable of supporting commercial activities. We may not be successful in such a transition.

We expect our financial condition and operating results to continue to fluctuate significantly from quarter-to-quarter and year-to-year due to a variety of factors, many of which are beyond our control. Accordingly, you should not rely upon the results of any quarterly or annual periods as indications of future operating performance.

Risks Related to the Discovery and Development of Our Product Candidates

We depend heavily on the success of the EGP-437 Combination Product, our most advanced product candidate, which we are developing for the treatment of non-infectious anterior uveitis and other disease indications. If we are unable to successfully complete our planned confirmatory Phase 3 clinical trial and obtain marketing approval for the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis, or experience significant delays in doing so, or if after obtaining marketing approvals, we fail to commercialize the EGP-437 Combination Product, our business will be materially harmed.

We have invested a significant portion of our efforts and financial resources in the development of the EGP-437 Combination Product for the treatment of patients with non-infectious anterior uveitis and for other ocular

disease indications. There remains a significant risk that we will fail to successfully develop the EGP-437 Combination Product. In 2013, we completed a Phase 3 clinical trial to evaluate the safety, tolerability and efficacy of the EGP-437 Combination Product in patients with non-infectious anterior uveitis. Our development plan for the EGP-437 Combination Product consists of a confirmatory Phase 3 clinical trial evaluating the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis and a separate clinical trial evaluating corneal endothelial cell counts six months post treatment of the EGP-437 Combination Product. We expect to begin randomizing and treating patients in the confirmatory Phase 3 trial by the end of the first quarter of 2015. We do not expect to have initial, top-line data from our confirmatory Phase 3 trial available until first-half 2016. The timing of the availability of such top-line data and the completion of our planned confirmatory Phase 3 clinical trial is dependent, in part, on our ability to locate and enroll a sufficient number of eligible patients in our planned confirmatory Phase 3 clinical trial on a timely basis. Even if the results of our confirmatory Phase 3 clinical trial evaluating the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis and our separate safety trial are favorable, we do not plan to submit a NDA to the FDA seeking approval of the EGP-437 Combination Product for the treatment of anterior uveitis in the U.S. before second half of 2016. We cannot accurately predict when or if the EGP-437 Combination Product will prove effective or safe in humans or whether it will receive marketing approval. Our ability to generate product revenues, which we do not expect will occur before 2017, if ever, will depend heavily on our obtaining marketing approval for and commercializing the EGP-437 Combination Product.

The success of the EGP-437 Combination Product will depend on several factors, including the following:

- initiating and obtaining favorable results from our planned confirmatory Phase 3 clinical trial for the EGP-437 Combination Product and for the endothelial cell count safety trial;
- applying for and receiving marketing approvals from applicable regulatory authorities for the EGP-437 Combination Product;
- making arrangements with third-party manufacturers for commercial quantities of both the EGP-437 and the EyeGate® II Delivery System and receiving regulatory approval of our manufacturing processes and our third-party manufacturers' facilities from applicable regulatory authorities;
- establishing sales, marketing and distribution capabilities and launching commercial sales of the EGP-437 Combination Product, if and when approved, whether alone or in collaboration with others;
- acceptance of the EGP-437 Combination Product, if and when approved, by patients, the medical community and third-party payors;
- effectively competing with other therapies, including the existing standard of care;
- maintaining a continued acceptable safety profile of the EGP-437 Combination Product following approval;
- obtaining and maintaining coverage and adequate reimbursement from third-party payors;
- obtaining and maintaining patent and trade secret protection and regulatory exclusivity; and
- protecting our rights in our intellectual property portfolio related to the EGP-437 Combination Product.

Successful development of the EGP-437 Combination Product for additional indications, if any, or for use in broader patient populations and our ability, if it is approved, to broaden the label for the EGP-437 Combination Product will depend on similar factors. If we do not achieve one or more of these factors in a timely manner or at all, we could experience significant delays or an inability to successfully commercialize the EGP-437 Combination Product, which would materially harm our business.

If clinical trials of the EGP-437 Combination Product or any other product candidate that we develop fail to demonstrate safety and efficacy to the satisfaction of the FDA or other regulatory authorities or do not otherwise produce favorable results, we may incur additional costs or experience delays in completing, or ultimately be delayed or unable to complete, the development and commercialization of the EGP-437 Combination Product or any other product candidate.

Before obtaining marketing approval from regulatory authorities for the sale of any product candidate, including our EGP-437 Combination Product, we must complete preclinical development and then conduct extensive clinical trials to demonstrate the safety and efficacy of our product candidates in humans. Clinical testing is expensive, difficult to design and implement, can take many years to complete and is uncertain as to outcome. A failure of one or more clinical trials can occur at any stage of testing. The outcome of preclinical testing and early clinical trials may not be predictive of the success of later clinical trials, and interim results of a clinical trial do not necessarily predict final results. Moreover, preclinical and clinical data are often susceptible to varying interpretations and analyses, and many companies that have believed their product candidates performed satisfactorily in preclinical studies and clinical trials have nonetheless failed to obtain marketing approval of their products.

We will be required to demonstrate the safety of the EGP-437 Combination Product by assessing corneal endothelial cell counts at six months from treatment in order to support marketing approval of the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis in the U.S. To meet this requirement, we plan to conduct a separate safety trial with no fewer than 100 patients who will be treated with the EGP-437 Combination Product and followed for six months post treatment. We cannot predict the results of this safety trial because we have no clinical data supporting the effect of our EGP-437 Combination Product on corneal endothelial cells six months post treatment.

In general, the FDA requires two adequate and well controlled pivotal clinical trials demonstrating effectiveness on a primary endpoint for marketing approval of a non-infectious anterior uveitis drug. The endpoint is based on total clearance of inflammatory cells in the anterior chamber of the eye. The trial must compare the EGP-437 Combination Product to standard of care. Our first Phase 3 trial evaluated the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis against a positive control, the standard of care, prednisolone acetate ophthalmic suspension (1%), or PA. In our Phase 3 trial, the dose of the EGP-437 Combination Product tested was just outside the pre-set non-inferiority margin for intent-to-treat and per protocol populations and did not achieve statistical significance in the intent-to-treat population as compared to the positive control based on the primary efficacy endpoint.

We may fail to achieve success in our planned confirmatory Phase 3 clinical trial evaluating the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis for a variety of potential reasons. Even if our Phase 3 trial is successful in showing confirmatory data, the FDA may still require us to provide additional data to grant regulatory approval.

We plan to conduct our confirmatory Phase 3 clinical trial at many clinical centers that were not included in our first Phase 3 trial. The introduction of new centers, and the resulting involvement of new treating physicians, can introduce additional variability into the conduct of the trials in accordance with their protocols and may result in greater variability of patient outcomes, which could adversely affect our ability to detect statistically significant differences between patients treated with the EGP-437 Combination Product and the standard of care control.

If, in our confirmatory Phase 3 clinical trial, we do not demonstrate non-inferiority as compared with the standard of care and if the FDA does not find this to be an acceptable means of meeting the requirements for marketing approval, we will not receive marketing approval for the EGP-437 Combination Product, and we will have to conduct another Phase 3 clinical trial if we wish to seek marketing approval for the EGP-437 Combination Product in the future.

The protocol for our planned confirmatory Phase 3 clinical trial and other supporting information are subject to review by the FDA and regulatory authorities outside the U.S. We do not plan on submitting the protocols for our second confirmatory Phase 3 clinical trial and our separate safety study of the EGP-437

Combination Product to the FDA at any time prior to the completion of this offering. We have not received guidance from other regulatory authorities outside the U.S. regarding the design of our planned confirmatory Phase 3 clinical trial.

Our confirmatory Phase 3 clinical trial will have a non-inferiority design. We may be unable to demonstrate non-inferiority against the standard of care, PA, which may cause us to undergo additional clinical trials or admit additional subjects to our trials delaying the time and increasing the expense it may take to commercialize our EGP-437 Combination Product.

Our confirmatory Phase 3 clinical trial will use a non-inferiority design rather than a superiority design. In order to meet our primary endpoint, we must show that patients treated with the EGP-437 Combination Product demonstrate non-inferiority according to pre-set non-inferiority margins as compared with the standard of care, PA. We may be unable to demonstrate non-inferiority against the standard of care. The design and conduct of non-inferiority trials, including selection of non-inferiority margins, account for many factors that can induce bias in the estimated effect of the standard of care in the non-inferiority trial and thus lead to bias in the estimated effect of the experimental treatment and perhaps lead to a trial design that does not ensure that the experimental treatment preserves a clinically acceptable fraction of the standard's effect, which may result in a vulnerability of the integrity of a non-inferiority trial to the irregularities in trial conduct. Our choice of an endpoint based on total clearance of inflammatory cells in the anterior chamber of the eye means that success will depend to a significant degree on the accuracy of our assumptions about the total clearance of inflammatory cells in the anterior chamber of the eye in the comparator arms of our Phase 3 trial. Although we believe we have been conservative in our assumptions, if, for example, patients in the comparator arm of our trial have significantly different clearance of inflammatory cells than we expect, we may find that our trial is unfeasible or we may have to enroll more patients at additional cost and delay.

If we experience any of a number of possible unforeseen events in connection with our clinical trials, potential marketing approval or commercialization of our product candidates could be delayed or prevented.

We may experience numerous unforeseen events during, or as a result of, clinical trials that could delay or prevent our ability to receive marketing approval or commercialize the EGP-437 Combination Product or any other product candidates that we may develop, including:

- clinical trials of our product candidates may produce negative or inconclusive results, and we may decide, or regulators may require us, to conduct additional clinical trials or abandon product development programs;
- the number of patients required for clinical trials of our product candidates may be larger than we anticipate, enrollment in these clinical trials may be slower than we anticipate or participants may drop out of these clinical trials at a higher rate than we anticipate;
- any third-party contractors may fail to comply with regulatory requirements or meet their contractual obligations to us in a timely manner, or at all;
- regulators or institutional review boards may not authorize us or our investigators to commence a clinical trial or conduct a clinical trial at a prospective trial site;
- we may experience delays in reaching, or fail to reach, agreement on acceptable clinical trial contracts or clinical trial protocols with prospective trial sites;
- we may decide, or regulators or institutional review boards may require us, to suspend or terminate clinical research for various reasons, including noncompliance with regulatory requirements or a finding that the participants are being exposed to unacceptable health risks;
- the cost of clinical trials of our product candidates may be greater than we anticipate;
- the supply or quality of our product candidates or other materials necessary to conduct clinical trials of our product candidates may be insufficient or inadequate; and
- our product candidates may have undesirable side effects or other unexpected characteristics, causing us or our investigators, regulators or institutional review boards to suspend or terminate the trials.

If we are required to conduct additional clinical trials or other testing of our product candidates beyond those that we currently contemplate, if we are unable to successfully complete clinical trials of our product candidates or other testing, if the results of these trials or tests are not favorable or are only modestly favorable or if there are safety concerns, we may:

- be delayed in obtaining marketing approval for our product candidates;
- not obtain marketing approval at all;
- obtain approval for indications or patient populations that are not as broad as intended or desired;
- obtain approval with labeling that includes significant use or distribution restrictions or safety warnings;
- be subject to additional post-marketing testing requirements; or
- have the product removed from the market after obtaining marketing approval.

Our product development costs will also increase if we experience delays in testing or marketing approvals. We do not know whether any of our pre-clinical studies or clinical trials will begin as planned, will need to be restructured or will be completed on schedule, or at all. Significant preclinical or clinical trial delays also could shorten any periods during which we may have the exclusive right to commercialize our product candidates or allow our competitors to bring products to market before we do and impair our ability to successfully commercialize our product candidates.

If we experience delays or difficulties in the enrollment of patients in clinical trials, our receipt of necessary regulatory approvals could be delayed or prevented.

We may not be able to initiate or continue clinical trials for the EGP-437 Combination Product or our other product candidates that we may develop if we are unable to locate and enroll a sufficient number of eligible patients to participate in these trials as required by the FDA or similar regulatory authorities outside the U.S. In addition, some of our competitors may have ongoing clinical trials for product candidates that treat the same indications as the EGP-437 Combination Product, and patients who would otherwise be eligible for our clinical trials may instead enroll in clinical trials of our competitors' product candidates.

Patient enrollment is affected by other factors including:

- the severity of the disease under investigation;
- the eligibility criteria for the study in question;
- the perceived risks and benefits of the product candidate under study;
- the efforts to facilitate timely enrollment in clinical trials;
- the patient referral practices of physicians;
- the ability to monitor patients adequately during and after treatment; and
- the proximity and availability of clinical trial sites for prospective patients.

Our inability to enroll a sufficient number of patients for our clinical trials would result in significant delays, could require us to abandon one or more clinical trials altogether and could delay or prevent our receipt of necessary regulatory approvals. Enrollment delays in our clinical trials may result in increased development costs for our product candidates, which would cause the value of our company to decline and limit our ability to obtain additional financing.

If serious adverse or unacceptable side effects are identified during the development of the EGP-437 Combination Product or any other product candidates that we may develop, we may need to abandon or limit our development of EGP-437 Combination Product or such other product candidates.

If the EGP-437 Combination Product or any of our other product candidates are associated with serious adverse events or undesirable side effects in clinical trials or have characteristics that are unexpected, we may need to abandon their development or limit development to more narrow uses or subpopulations in which the

serious adverse events, undesirable side effects or other characteristics are less prevalent, less severe or more acceptable from a risk-benefit perspective. Although the EGP-437 Combination Product appeared to be well tolerated in our Phase 1/2 and Phase 3 non-infectious anterior uveitis trials, our Phase 2 and Phase 3 dry eye trials and our Phase 2 cataract surgery trial, we have no clinical safety data on corneal endothelial cell counts or patient exposure to EGP-437 for more than two treatments given one week apart. Many compounds that initially showed promise in clinical or early stage testing for treating ophthalmic disease have later been found to cause side effects that prevented further development of the compound.

We may not be successful in our efforts to use our EyeGate® II Delivery System or platform to build a pipeline of product candidates.

A key element of our strategy is to use our proprietary EyeGate® II Delivery System or platform to rationally design, engineer and generate a pipeline of products and progress these therapies through clinical development for the treatment of a variety of ophthalmic diseases. Our research and development efforts to date have resulted in a pipeline of additional product candidates directed at the treatment of ophthalmic diseases. Other than EGP-437, our product candidates all are in early preclinical research and have not been tested in humans. These and any other potential product candidates that we identify may not be suitable for continued preclinical or clinical development, including as a result of being shown to have harmful side effects or other characteristics that indicate that they are unlikely to be products that will receive marketing approval and achieve market acceptance. If we do not successfully develop and commercialize our product candidates that we develop based upon our technological approach, we will not be able to obtain product revenues in future periods.

We may expend our limited resources to pursue a particular product candidate or indication and fail to capitalize on product candidates or indications that may be more profitable or for which there is a greater likelihood of success.

Because we have limited financial and managerial resources, we focus on research programs and product candidates that we identify for specific indications. As a result, we may forego or delay pursuit of opportunities with other product candidates or for other indications that later prove to have greater commercial potential. Our resource allocation decisions may cause us to fail to capitalize on viable commercial products or profitable market opportunities. Our spending on current and future research and development programs and product candidates for specific indications may not yield any commercially viable products. If we do not accurately evaluate the commercial potential or target market for a particular product candidate, we may relinquish valuable rights to that product candidate through collaboration, licensing or other royalty arrangements in cases in which it would have been more advantageous for us to retain sole development and commercialization rights to such product candidate.

Risks Related to the Commercialization of Our Product Candidates

Even if the EGP-437 Combination Product or any other product candidate that we develop receives marketing approval, it may fail to achieve the degree of market acceptance by physicians, patients, third-party payors and others in the medical community necessary for commercial success and the market opportunity for the EGP-437 Combination Product may be smaller than we estimate.

If the EGP-437 Combination Product or any other product candidate that we develop receives marketing approval, it may nonetheless fail to gain sufficient market acceptance by physicians, patients, third-party payors and others in the medical community. Current treatments that are used for anterior uveitis include topical corticosteroids such as Durezol® (Novartis AG), Lotemax® (Valeant Pharmaceuticals International, Inc.), Pred Forte® (Allergan, Inc.) and prednisolone acetate ophthalmic suspension (1%) (Novartis AG). These treatments are well established in the medical community, and doctors may continue to rely on these treatments rather than our EGP-437 Combination Product, if and when it is approved for marketing by the FDA.

The degree of market acceptance of the EGP-437 Combination Product or any other product candidate that we may develop, if approved for commercial sale, will depend on a number of factors, including:

- the efficacy and potential advantages compared to alternative treatments, including the existing standard of care;

- our ability to offer our products for sale at competitive prices, particularly in light of the lower cost of alternative treatments;
- the convenience and ease of administration compared to alternative treatments;
- the willingness of the target patient population to try new therapies and of physicians to prescribe these therapies;
- the strength of our marketing and distribution support;
- the timing of market introduction of competitive products;
- the availability of third-party coverage and adequate reimbursement, particularly by Medicare in light of the prevalence of anterior uveitis in persons over age 65;
- the prevalence and severity of any side effects; and
- any restrictions on the use of our products together with other medications.

Our assessment of the potential market opportunity for the EGP-437 Combination Product is based on industry and market data that we obtained from industry publications and research, surveys and studies conducted by third parties. Industry publications and third-party research, surveys and studies generally indicate that their information has been obtained from sources believed to be reliable, although they do not guarantee the accuracy or completeness of such information. If the actual market for the EGP-437 Combination Product is smaller than we expect, our product revenue may be limited and it may be more difficult for us to achieve or maintain profitability.

If we are unable to establish sales, marketing and distribution capabilities, we may not be successful in commercializing the EGP-437 Combination Product or any other product candidates that we may develop if and when they are approved.

We do not have a sales or marketing infrastructure and have no experience in the sale, marketing or distribution of therapeutic products. To achieve commercial success for any product for which we have obtained marketing approval, we will need to establish sales, marketing and distribution capabilities, either ourselves or through collaborations or other arrangements with third parties.

In the future, we plan to build a focused sales and marketing infrastructure to market or co-promote the EGP-437 Combination Product and possibly other product candidates that we develop in the U.S., if and when they are approved. There are risks involved with establishing our own sales, marketing and distribution capabilities. For example, recruiting and training a sales force is expensive and time consuming and could delay any product launch. If the commercial launch of the EGP-437 Combination Product or any other product candidate for which we recruit a sales force and establish marketing capabilities is delayed or does not occur for any reason, we would have prematurely or unnecessarily incurred these commercialization expenses. This may be costly, and our investment would be lost if we cannot retain or reposition our sales and marketing personnel.

Factors that may inhibit our efforts to commercialize the EGP-437 Combination Product or any other product candidates on our own include:

- our inability to recruit, train and retain adequate numbers of effective sales and marketing personnel;
- the inability of sales personnel to obtain access to physicians or persuade adequate numbers of physicians to prescribe our products;
- the lack of complementary products to be offered by sales personnel, which may put us at a competitive disadvantage relative to companies with more extensive product lines; and
- unforeseen costs and expenses associated with creating an independent sales and marketing organization.

We expect to enter into arrangements with third parties to perform consulting, sales, marketing and distribution services in markets outside the U.S. We may also enter into arrangements with third parties to perform these services in the U.S. if we do not establish our own sales, marketing and distribution capabilities

in the U.S. or if we determine that such third-party arrangements are otherwise beneficial. Our product revenues and our profitability, if any, under any such third-party sales, marketing or distribution arrangements are likely to be lower than if we were to market, sell and distribute the EGP-437 Combination Product or any other product candidates that we may develop ourselves. In addition, we may not be successful in entering into arrangements with third parties to sell, market and distribute the EGP-437 Combination Product or any other product candidates or may be unable to do so on terms that are favorable to us. We likely will have little control over such third parties, and any of them may fail to devote the necessary resources and attention to sell and market the EGP-437 Combination Product or our other product candidates effectively. If we do not establish sales, marketing and distribution capabilities successfully, either on our own or in collaboration with third parties, we will not be successful in commercializing our EGP-437 Combination Product or any other product candidates that we may develop.

We face substantial competition, which may result in others discovering, developing or commercializing products before or more successfully than we do.

The development and commercialization of new drug products is highly competitive. We face competition with respect to the EGP-437 Combination Product and our other current product candidates, and will face competition with respect to any product candidates that we may seek to develop or commercialize in the future, from major pharmaceutical companies, specialty pharmaceutical companies and biotechnology companies worldwide. There are a number of large pharmaceutical and biotechnology companies that currently market and sell products or are pursuing the development of products for the treatment of the disease indications for which we are developing our product candidates. Potential competitors also include academic institutions, government agencies and other public and private research organizations that conduct research, seek patent protection and establish collaborative arrangements for research, development, manufacturing and commercialization.

The current standard of care for non-infectious anterior uveitis include topical corticosteroids such as Durezol® (Novartis AG), Lotemax® (Valeant Pharmaceuticals International, Inc.), Pred Forte® (Allergan, Inc.) and prednisolone acetate ophthalmic suspension (1%) (Novartis AG).

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than the EGP-437 Combination Product or other product candidates that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors establishing a strong market position before we are able to enter the market.

In addition, our ability to compete may be affected in many cases by insurers or other third-party payors, particularly Medicare, seeking to encourage the use of generic products. Generic products are currently being used for the indications that we are pursuing, and additional products are expected to become available on a generic basis over the coming years. If the EGP-437 Combination Product or any other product candidate that we may develop achieves marketing approval, we expect that it will be priced at a significant premium over competitive generic products.

Many of the companies against which we are competing or against which we may compete in the future have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. Mergers and acquisitions in the pharmaceutical and biotechnology industries may result in even more resources being concentrated among a smaller number of our competitors. Smaller and other early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies. These third parties compete with us in recruiting and retaining qualified scientific and management personnel, establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs.

Even if we are able to commercialize the EGP-437 Combination Product or any other product candidate that we may develop, the products may become subject to unfavorable pricing regulations, third-party coverage or reimbursement practices or healthcare reform initiatives, which could harm our business.

Our ability to commercialize the EGP-437 Combination Product or any other product candidates that we may develop successfully will depend, in part, on the extent to which coverage and adequate reimbursement for these products and related treatments will be available from government healthcare programs, private health insurers, managed care plans and other organizations. Government authorities and third-party payors, such as private health insurers and health maintenance organizations, decide which medications they will pay for and establish reimbursement levels. A primary trend in the U.S. healthcare industry and elsewhere is cost containment. Government authorities and third-party payors have attempted to control costs by limiting coverage and the amount of reimbursement for particular medications. Increasingly, third-party payors are requiring that drug companies provide them with predetermined discounts from list prices and are challenging the prices charged for medical products. Coverage and reimbursement may not be available for the EGP-437 Combination Product or any other product that we commercialize and, even if they are available, the level of reimbursement may not be satisfactory.

Inadequate reimbursement may adversely affect the demand for, or the price of, any product candidate for which we obtain marketing approval. Obtaining and maintaining adequate reimbursement for our products may be difficult. We may be required to conduct expensive pharmacoeconomic studies to justify coverage and reimbursement or the level of reimbursement relative to other therapies. If coverage and adequate reimbursement are not available or reimbursement is available only to limited levels, we may not be able to successfully commercialize the EGP-437 Combination Product or any other product candidate for which we obtain marketing approval.

There may be significant delays in obtaining coverage and reimbursement for newly approved drugs, and coverage may be more limited than the indications for which the drug is approved by the FDA or similar regulatory authorities outside the U.S. Moreover, eligibility for coverage and reimbursement does not imply that a drug will be paid for in all cases or at a rate that covers our costs, including research, development, manufacture, sale and distribution expenses. Interim reimbursement levels for new drugs, if applicable, may also not be sufficient to cover our costs and may not be made permanent. Reimbursement rates may vary according to the use of the drug and the clinical setting in which it is used, may be based on reimbursement levels already set for lower cost drugs and may be incorporated into existing payments for other services. Net prices for drugs may be reduced by mandatory discounts or rebates required by government healthcare programs or private payors and by any future relaxation of laws that presently restrict imports of drugs from countries where they may be sold at lower prices than in the U.S. Third-party payors often rely upon Medicare coverage policy and payment limitations in setting their own reimbursement policies. Our inability to promptly obtain coverage and adequate reimbursement rates from both government-funded and private payors for any approved products that we develop would compromise our ability to generate revenues and become profitable.

The regulations that govern marketing approvals, pricing, coverage and reimbursement for new drug products vary widely from country to country. Current and future legislation may significantly change the approval requirements in ways that could involve additional costs and cause delays in obtaining approvals. Some countries require approval of the sale price of a drug before it can be marketed. In many countries, the pricing review period begins after marketing or product licensing approval is granted. In some foreign markets, prescription pharmaceutical pricing remains subject to continuing governmental control even after initial approval is granted. As a result, we might obtain marketing approval for a product in a particular country, but then be subject to price regulations that delay our commercial launch of the product, possibly for lengthy time periods, and negatively impact the revenues we are able to generate from the sale of the product in that country. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. Adverse pricing limitations may hinder our ability to recoup our investment in one or more product candidates, even if our product candidates obtain marketing approval.

There can be no assurance that our product candidates or any products that we may in-license, if they are approved for sale in the U.S. or in other countries, will be considered medically reasonable and necessary for a specific indication, that they will be considered cost-effective by third-party payors, that coverage and an adequate level of reimbursement will be available, or that third-party payors' reimbursement policies will not adversely affect our ability to sell our product candidates profitably.

Our strategy of obtaining rights to product candidates and approved products for the treatment of a range of ophthalmic diseases through in-licenses and acquisitions may not be successful.

We may expand our product pipeline through opportunistically in-licensing or acquiring the rights to other products, product candidates or technologies for the treatment of ophthalmic diseases. The future growth of our business may depend in part on our ability to in-license or acquire the rights to approved products, additional product candidates or technologies. However, we may be unable to in-license or acquire the rights to any such products, product candidates or technologies from third parties. The in-licensing and acquisition of pharmaceutical products is a competitive area, and a number of more established companies are also pursuing strategies to license or acquire products, product candidates or technologies that we may consider attractive. These established companies may have a competitive advantage over us due to their size, cash resources and greater clinical development and commercialization capabilities.

In addition, companies that perceive us to be a competitor may be unwilling to assign or license rights to us. We also may be unable to in-license or acquire the rights to the relevant product, product candidate or technology on terms that would allow us to make an appropriate return on our investment. Furthermore, we may be unable to identify suitable products, product candidates or technologies within our area of focus. If we are unable to successfully obtain rights to suitable products, product candidates or technologies, our ability to pursue this element of our strategy could be impaired.

Product liability lawsuits against us could cause us to incur substantial liabilities and to limit commercialization of any products that we develop.

We face an inherent risk of product liability exposure related to the use of the EGP-437 Combination Product and any other product candidates that we develop in human clinical trials and will face an even greater risk if we commercially sell any products that we develop. If we cannot successfully defend ourselves against claims that our product candidates or products caused injuries, we will incur substantial liabilities. Regardless of merit or eventual outcome, liability claims may result in:

- decreased demand for any product candidates or products that we develop;
- injury to our reputation and significant negative media attention;
- withdrawal of clinical trial participants;
- significant costs to defend the related litigation;
- substantial monetary awards to trial participants or patients;
- loss of revenue;
- reduced time and attention of our management to pursue our business strategy; and
- the inability to commercialize any products that we develop.

While we obtain insurance for each clinical trial we perform, we may not be adequately insured to cover all liabilities that we may incur. We will need to increase our insurance coverage as we expand our clinical trials. We will need to further increase our insurance coverage if we commence commercialization of the EGP-437 Combination Product or any other product candidate that receives marketing approval. Insurance coverage is increasingly expensive. We may not be able to maintain insurance coverage at a reasonable cost or in an amount adequate to satisfy any liability that may arise.

Risks Related to Our Dependence on Third Parties

We may enter into collaborations with other third parties for the development or commercialization of our product candidates, including the EGP-437 Combination Product. If our collaborations are not successful, we may not be able to capitalize on the market potential of these product candidates.

We expect to utilize a variety of types of collaboration, distribution and other marketing arrangements with third parties to commercialize the EGP-437 Combination Product in markets outside the U.S. We also may enter into arrangements with third parties to perform these services in the U.S. if we do not establish our own sales, marketing and distribution capabilities in the U.S. or if we determine that such third-party arrangements are otherwise beneficial. We also may seek third-party collaborators for development and commercialization of other product candidates. Our likely collaborators for any sales, marketing, distribution, development, licensing or broader collaboration arrangements include large and mid-size pharmaceutical companies, regional and national pharmaceutical companies and biotechnology companies. We are not currently party to any such arrangement. Our ability to generate revenues from these arrangements will depend on our collaborators' abilities and efforts to successfully perform the functions assigned to them in these arrangements.

Any future collaborations that we enter into, may pose a number of risks, including the following:

- collaborators have significant discretion in determining the amount and timing of efforts and resources that they will apply to these collaborations;
- collaborators may not perform their obligations as expected;
- collaborators may not pursue development and commercialization of our product candidates that receive marketing approval or may elect not to continue or renew development or commercialization programs based on clinical trial results, changes in the collaborators' strategic focus or available funding, or external factors, such as an acquisition, that divert resources or create competing priorities;
- collaborators may delay clinical trials, provide insufficient funding for a clinical trial program, stop a clinical trial or abandon a product candidate, repeat or conduct new clinical trials or require a new formulation of a product candidate for clinical testing;
- collaborators could independently develop, or develop with third parties, products that compete directly or indirectly with our products or product candidates if the collaborators believe that competitive products are more likely to be successfully developed or can be commercialized under terms that are more economically attractive than ours;
- product candidates discovered in collaboration with us may be viewed by our collaborators as competitive with their own product candidates or products, which may cause collaborators to cease to devote resources to the commercialization of our product candidates;
- a collaborator with marketing and distribution rights to one or more of our product candidates that achieve regulatory approval may not commit sufficient resources to the marketing and distribution of such product or products;
- disagreements with collaborators, including disagreements over proprietary rights, contract interpretation or the preferred course of development, might cause delays or termination of the research, development or commercialization of product candidates, might lead to additional responsibilities for us with respect to product candidates, or might result in litigation or arbitration, any of which would divert management attention and resources, be time-consuming and expensive;
- collaborators may not properly maintain or defend our intellectual property rights or may use our proprietary information in such a way as to invite litigation that could jeopardize or invalidate our intellectual property or proprietary information or expose us to potential litigation;
- collaborators may infringe the intellectual property rights of third parties, which may expose us to litigation and potential liability; and

- collaborations may be terminated for the convenience of the collaborator and, if terminated, we could be required to raise additional capital to pursue further development or commercialization of the applicable product candidates.

Collaboration agreements may not lead to development or commercialization of product candidates in the most efficient manner, or at all. If we do not receive the funding we expect under collaboration agreements, our development of our product candidates could be delayed and we may need additional resources to develop our product candidates. All of the risks relating to product development, regulatory approval and commercialization described in this prospectus also apply to the activities of our collaborators.

Additionally, subject to its contractual obligations to us, if a collaborator of ours were to be involved in a business combination, it might deemphasize or terminate the development or commercialization of any product candidate licensed to it by us. If one of our collaborators terminates its agreement with us, we may find it more difficult to attract new collaborators and our perception in the business and financial communities could be harmed.

If we are not able to establish additional collaborations, we may have to alter our development and commercialization plans and our business could be adversely affected.

For some of our product candidates, we may decide to collaborate with pharmaceutical and biotechnology companies for the development and potential commercialization of therapeutic products. We face significant competition in seeking appropriate collaborators. Whether we reach a definitive agreement for a collaboration will depend, among other things, upon our assessment of the collaborator's resources and expertise, the terms and conditions of the proposed collaboration and the proposed collaborator's evaluation of a number of factors. Those factors may include the design or results of clinical trials, the likelihood of approval by the FDA or similar regulatory authorities outside the U.S., the potential market for the subject product candidate, the costs and complexities of manufacturing and delivering such product candidate to patients, the potential of competing products, the existence of uncertainty with respect to our ownership of technology, which can exist if there is a challenge to such ownership without regard to the merits of the challenge, and industry and market conditions generally. The collaborator may also consider alternative product candidates or technologies for similar indications that may be available to collaborate on and whether such a collaboration could be more attractive than the one with us for our product candidate. We may also be restricted under future license agreements from entering into agreements on certain terms with potential collaborators. Collaborations are complex and time-consuming to negotiate and document. In addition, there have been a significant number of recent business combinations among large pharmaceutical companies that have resulted in a reduced number of potential future collaborators.

If we are unable to reach agreements with suitable collaborators on a timely basis, on acceptable terms, or at all, we may have to curtail the development of a product candidate, reduce or delay its development program or one or more of our other development programs, delay its potential commercialization or reduce the scope of any sales or marketing activities, or increase our expenditures and undertake development or commercialization activities at our own expense. If we elect to fund and undertake development or commercialization activities on our own, we may need to obtain additional expertise and additional capital, which may not be available to us on acceptable terms or at all. If we fail to enter into collaborations and do not have sufficient funds or expertise to undertake the necessary development and commercialization activities, we may not be able to further develop our product candidates or bring them to market or continue to develop our product platform.

We rely, and expect to continue to rely, on third parties to conduct our clinical trials, and those third parties may not perform satisfactorily, including failing to meet deadlines for the completion of such trials.

We have relied on third parties, such as contract research organizations, or CROs, to conduct our completed trials of our EGP-437 Combination Product and do not plan to independently conduct clinical trials of the EGP-437 Combination Product or our other product candidates, including our planned Phase 3 clinical trial of our EGP-437 Combination Product. We expect to continue to rely on third parties, such as CROs, clinical data management organizations, medical institutions and clinical investigators, to conduct our clinical trials. These agreements might terminate for a variety of reasons, including a failure to perform by the third parties. If we need to enter into alternative arrangements, that would delay our product development activities.

Our reliance on these third parties for research and development activities will reduce our control over these activities but will not relieve us of our responsibilities. For example, we will remain responsible for ensuring that each of our clinical trials is conducted in accordance with the general investigational plan and protocols for the trial. Moreover, the FDA requires us to comply with standards, commonly referred to as Good Clinical Practices for conducting, recording and reporting the results of clinical trials to assure that data and reported results are credible and accurate and that the rights, integrity and confidentiality of trial participants are protected. We also are required to register ongoing clinical trials and post the results of completed clinical trials on a government-sponsored database, ClinicalTrials.gov, within specified timeframes. Failure to do so can result in fines, adverse publicity and civil and criminal sanctions.

Furthermore, these third parties may also have relationships with other entities, some of which may be our competitors. If these third parties do not successfully carry out their contractual duties, meet expected deadlines or conduct our clinical trials in accordance with regulatory requirements or our stated protocols, we will not be able to obtain, or may be delayed in obtaining, marketing approvals for our product candidates and will not be able to, or may be delayed in our efforts to, successfully commercialize our product candidates.

We contract with third parties for the manufacture of the EGP-437 Combination Product for clinical trials and expect to continue to do so in connection with the commercialization of the EGP-437 Combination Product and for clinical trials and commercialization of any other product candidates that we may develop. This reliance on third parties increases the risk that we will not have sufficient quantities of our product candidates or products or such quantities at an acceptable cost, which could delay, prevent or impair our development or commercialization efforts.

We do not currently own or operate manufacturing facilities for the production of clinical or commercial quantities of the EGP-437 Combination Product or any other of our product candidates. We rely, and expect to continue to rely, on third parties to manufacture clinical and commercial supplies of the EGP-437 Combination Product, preclinical and clinical supplies of our other product candidates that we may develop and commercial supplies of products if and when any of our product candidates receives marketing approval. Our current and anticipated future dependence upon others for the manufacture of the EGP-437 Combination Product and any other product candidate or product that we develop may adversely affect our future profit margins and our ability to commercialize any products that receive marketing approval on a timely and competitive basis. In addition, any performance failure on the part of our existing or future manufacturers could delay clinical development or marketing approval.

We currently rely exclusively on third-party manufacturers to assemble and prepare the EGP-437 Combination Product on a purchase order basis. We do not currently have any contractual commitments for commercial supply of bulk drug substance for EGP-437 or fill-finish services or for components of the EyeGate® II Delivery System. We also do not currently have arrangements in place for redundant supply or a second source for bulk drug substance for EGP-437 or for fill-finish services. The prices at which we are able to obtain supplies of EGP-437, fill-finish services and assemble the EyeGate® II Delivery System may vary substantially over time and adversely affect our financial results.

If our third-party manufacturers for the EGP-437 Combination Product fails to fulfill our purchase orders or should become unavailable to us for any reason, we believe that there are a limited number of potential replacement manufacturers, and we likely would incur added costs and delays in identifying or qualifying such replacements. We could also incur additional costs and delays in identifying or qualifying a replacement manufacturer for fill-finish services if our existing third-party manufacturer should become unavailable for any reason. We may be unable to establish any agreements with such replacement manufacturers or to do so on acceptable terms. Even if we could transfer manufacturing to a different third party, the shift would likely be expensive and time consuming, particularly since the new facility would need to comply with the necessary regulatory requirements and we would need FDA approval before using or selling any products manufactured at that facility.

In connection with our application for a license to market the EGP-437 Combination Product or other product candidates in the U.S., we may be required to conduct a comparability study if the product we intend to market is supplied by a manufacturer different from the one who supplied the product evaluated in our

clinical studies. Delays in designing and completing this study to the satisfaction of the FDA could delay or preclude our development and commercialization plans and thereby limit our revenues and growth.

Reliance on third-party manufacturers entails additional risks, including:

- The EGP-437 Combination Product and any other product candidates that we may develop may compete with other product candidates and products for access to a limited number of suitable manufacturing facilities that operate under current good manufacturing practices, or cGMP, regulations;
- reliance on the third party for regulatory compliance and quality assurance;
- the possible breach of the manufacturing agreement by the third party;
- the possible misappropriation of our proprietary information, including our trade secrets and know-how; and
- the possible termination or nonrenewal of the agreement by the third party at a time that is costly or inconvenient for us.

Third-party manufacturers may not be able to comply with cGMP regulations or similar regulatory requirements outside the U.S. Our failure, or the failure of our third-party manufacturers, to comply with applicable regulations could result in sanctions being imposed on us, including clinical holds, fines, injunctions, civil penalties, delays, suspension or withdrawal of approvals, license revocation, seizures or recalls of product candidates or products, operating restrictions and criminal prosecutions, any of which could significantly and adversely affect supplies of our products.

Risks Related to Our Intellectual Property

If we are unable to obtain and maintain patent protection for our technology and products or if the scope of the patent protection obtained is not sufficiently broad, our competitors could develop and commercialize technology and products similar or identical to ours, and our ability to successfully commercialize our technology and products may be impaired.

Our success depends in large part on our ability to obtain and maintain patent protection in the U.S. and other countries with respect to our proprietary technology and products. We and our licensors have sought to protect our proprietary position by filing patent applications in the U.S. and abroad related to our novel technologies and product candidates. The patent prosecution process is expensive and time-consuming, and we may not be able to file and prosecute all necessary or desirable patent applications at a reasonable cost or in a timely manner. It is also possible that we will fail to identify patentable aspects of our research and development output before it is too late to obtain patent protection. Maintaining patents in the U.S. is an expensive process and it is even more expensive to maintain patents and patent applications in foreign countries. As a result, it is possible that we and our licensors will fail to maintain such patents thereby reducing the rights of our portfolio.

The patent position of pharmaceutical, biotechnology and medical device companies generally is highly uncertain, involves complex legal and factual questions and has in recent years been the subject of much litigation. As a result, the issuance, scope, validity, enforceability and commercial value of our and our licensors' patent rights are highly uncertain. Our and our licensors' pending and future patent applications may not result in patents being issued which protect our technology or products or which effectively prevent others from commercializing competitive technologies and products. In addition, the laws of foreign countries may not protect our rights to the same extent as the laws of the U.S. Publications of discoveries in the scientific literature often lag behind the actual discoveries, and patent applications in the U.S. and other jurisdictions are typically not published until 18 months after filing, or in some cases not at all. Therefore, we cannot know with certainty whether we or our licensors were the first to make the inventions claimed in our owned or licensed patents or pending patent applications, or that we or our licensors were the first to file for patent protection of such inventions. As a result, the issuance, scope, validity, enforceability and commercial value of our owned or licensed patent rights are highly uncertain. Our pending and future patent applications may not result in patents being issued which protect our technology or products, in whole or in part, or which effectively prevent others from commercializing competitive technologies and products. In particular, during

prosecution of any patent application, the issuance of any patents based on the application may depend upon our ability to generate additional preclinical or clinical data that support the patentability of our proposed claims. We may not be able to generate sufficient additional data on a timely basis, or at all. Moreover, changes in either the patent laws or interpretation of the patent laws in the U.S. and other countries may diminish the value of our patents or narrow the scope of our patent protection.

Recent patent reform legislation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents. On September 16, 2011, the Leahy-Smith America Invents Act, or the Leahy-Smith Act, was signed into law. The Leahy-Smith Act includes a number of significant changes to U.S. patent law. These include provisions that affect the way patent applications are prosecuted and may also affect patent litigation. The U.S. Patent Office recently developed new regulations and procedures to govern administration of the Leahy-Smith Act, and many of the substantive changes to patent law associated with the Leahy-Smith Act, and in particular, the first to file provisions, only became effective on March 16, 2013. Accordingly, it is not clear what, if any, impact the Leahy-Smith Act will have on the operation of our business. However, the Leahy-Smith Act and its implementation could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

Moreover, we may be subject to a third-party pre-issuance submission of prior art to the U.S. Patent and Trademark Office, or become involved in opposition, derivation, reexamination, *inter partes* review, post-grant review or interference proceedings challenging our patent rights or the patent rights of others. An adverse determination in any such submission, proceeding or litigation could reduce the scope of, or invalidate, our patent rights, allow third parties to commercialize our technology or products and compete directly with us, without payment to us, or result in our inability to manufacture or commercialize products without infringing third-party patent rights. In addition, if the breadth or strength of protection provided by our patents and patent applications is threatened, it could dissuade companies from collaborating with us to license, develop or commercialize current or future product candidates.

Even if our owned and licensed patent applications issue as patents, they may not issue in a form that will provide us with any meaningful protection, prevent competitors from competing with us or otherwise provide us with any competitive advantage. Our competitors may be able to circumvent our owned or licensed patents by developing similar or alternative technologies or products in a non-infringing manner.

The issuance of a patent is not conclusive as to its inventorship, scope, validity or enforceability, and our owned and licensed patents may be challenged in the courts or patent offices in the U.S. and abroad. Such challenges may result in loss of exclusivity or freedom to operate or in patent claims being narrowed, invalidated or held unenforceable, in whole or in part, which could limit our ability to stop others from using or commercializing similar or identical technology and products, or limit the duration of the patent protection of our technology and products. Given the amount of time required for the development, testing and regulatory review of new product candidates, patents protecting such candidates might expire before or shortly after such candidates are commercialized. As a result, our owned and licensed patent portfolio may not provide us with sufficient rights to exclude others from commercializing products similar or identical to ours.

We may become involved in lawsuits to protect or enforce our patents or other intellectual property, which could be expensive, time consuming and unsuccessful.

Competitors may infringe our issued patents or other intellectual property. To counter infringement or unauthorized use, we may be required to file infringement claims, which can be expensive and time consuming. Any claims we assert against perceived infringers could provoke these parties to assert counterclaims against us alleging that we infringe their patents. In addition, in a patent infringement proceeding, a court may decide that a patent of ours is invalid or unenforceable, in whole or in part, construe the patent's claims narrowly or refuse to stop the other party from using the technology at issue on the grounds that our patents do not cover the technology in question. An adverse result in any litigation proceeding could put one or more of our patents at risk of being invalidated or interpreted narrowly. Furthermore, because of the substantial amount of discovery required in connection with intellectual property litigation, there is a risk that some of our confidential information could be compromised by disclosure during this type of litigation.

Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could have a material adverse effect on the success of our business.

Our commercial success depends upon our ability, and the ability of our collaborators, to develop, manufacture, market and sell our product candidates and use our proprietary technologies without infringing the proprietary rights of third parties. There is considerable intellectual property litigation in the medical device, biotechnology and pharmaceutical industries. We may become party to, or threatened with, future adversarial proceedings or litigation regarding intellectual property rights with respect to our products and technology, including interference or derivation proceedings before the U.S. Patent and Trademark Office. The risks of being involved in such litigation and proceedings may increase as our product candidates near commercialization and as we gain the greater visibility associated with being a public company. Third parties may assert infringement claims against us based on existing patents or patents that may be granted in the future. We may not be aware of all such intellectual property rights potentially relating to our product candidates and their uses. Thus, we do not know with certainty that the EGP-437 Combination Product or any other product candidate, or our commercialization thereof, does not and will not infringe or otherwise violate any third party's intellectual property.

If we are found to infringe a third party's intellectual property rights, we could be required to obtain a license from such third party to continue developing and marketing our products and technology. However, we may not be able to obtain any required license on commercially reasonable terms or at all. Even if we were able to obtain a license, it could be non-exclusive, thereby giving our competitors access to the same technologies licensed to us. We could be forced, including by court order, to cease commercializing the infringing technology or product. In addition, we could be found liable for monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent. A finding of infringement could prevent us from commercializing our product candidates or force us to cease some of our business operations. Claims that we have misappropriated the confidential information or trade secrets of third parties could have a similar negative impact on our business.

If we fail to comply with our obligations in our intellectual property licenses and funding arrangements with third parties, we could lose rights that are important to our business.

We are party to a license agreement that imposes, and, for a variety of purposes, we will likely enter into additional licensing and funding arrangements with third parties that may impose, diligence, development and commercialization timelines and milestone payment, royalty, insurance and other obligations on us. Under certain of our existing licensing agreements, we are obligated to pay royalties or make specified milestone payments on net product sales of the EyeGate® II Delivery System or related technologies to the extent they are covered by the agreements. We also are obligated under certain of our existing license agreements to pay maintenance and other fees. We also have diligence and development obligations under certain of those agreements that we are required to satisfy. If we fail to comply with our obligations under current or future license and collaboration agreements, our counterparties may have the right to terminate these agreements, in which event we might not be able to develop, manufacture or market any product that is covered by these agreements or may face other penalties under the agreements. Such an occurrence could diminish the value of the product candidate being developed under any such agreement. Termination of these agreements or reduction or elimination of our rights under these agreements may result in our having to negotiate new or reinstated agreements with less favorable terms, or cause us to lose our rights under these agreements, including our rights to important intellectual property or technology.

We may be subject to claims by third parties asserting that our employees or we have misappropriated their intellectual property, or claiming ownership of what we regard as our own intellectual property.

Some of our employees were previously employed at universities or other biotechnology or pharmaceutical companies. Although we try to ensure that our employees do not use the proprietary information or know-how of others in their work for us, we may be subject to claims that these employees or we have used or disclosed intellectual property, including trade secrets or other proprietary information, of any such employee's former employer. Litigation may be necessary to defend against these claims.

In addition, while it is our policy to require our employees and contractors who may be involved in the development of intellectual property to execute agreements assigning such intellectual property to us, we may be unsuccessful in executing such an agreement with each party who in fact develops intellectual property that we regard as our own. Our and their assignment agreements may not be self-executing or may be breached, and we may be forced to bring claims against third parties, or defend claims they may bring against us, to determine the ownership of what we regard as our intellectual property.

If we fail in prosecuting or defending any such claims, in addition to paying monetary damages, we may lose valuable intellectual property rights or personnel. Even if we are successful in prosecuting or defending against such claims, litigation could result in substantial costs and be a distraction to management.

Intellectual property litigation could cause us to spend substantial resources and distract our personnel from their normal responsibilities.

Even if resolved in our favor, litigation or other legal proceedings relating to intellectual property claims may cause us to incur significant expenses, and could distract our technical and management personnel from their normal responsibilities. In addition, there could be public announcements of the results of hearings, motions or other interim proceedings or developments and if securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our common stock. Such litigation or proceedings could substantially increase our operating losses and reduce the resources available for development activities or any future sales, marketing or distribution activities. We may not have sufficient financial or other resources to conduct such litigation or proceedings adequately. Some of our competitors may be able to sustain the costs of such litigation or proceedings more effectively than we can because of their greater financial resources. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could compromise our ability to compete in the marketplace.

If we are unable to protect the confidentiality of our trade secrets, our business and competitive position would be harmed.

In addition to seeking patents for some of our technology and product candidates, we also rely on trade secrets, including unpatented know-how, technology and other proprietary information, to maintain our competitive position. We seek to protect these trade secrets, in part, by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, corporate collaborators, outside scientific collaborators, contract manufacturers, consultants, advisors and other third parties. We also enter into confidentiality and invention or patent assignment agreements with our employees and consultants. Despite these efforts, any of these parties may breach the agreements and disclose our proprietary information, including our trade secrets, and we may not be able to obtain adequate remedies for such breaches. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret is difficult, expensive and time-consuming, and the outcome is unpredictable. In addition, some courts inside and outside the U.S. are less willing or unwilling to protect trade secrets. If any of our trade secrets were to be lawfully obtained or independently developed by a competitor, we would have no right to prevent them, or those to whom they communicate it, from using that technology or information to compete with us. If any of our trade secrets were to be disclosed to or independently developed by a competitor, our competitive position would be harmed.

Risks Related to Regulatory Approval of Our Product Candidates and Other Legal Compliance Matters

If we are not able to obtain required regulatory approvals, we will not be able to commercialize the EGP-437 Combination Product or any other product candidate that we may develop, and our ability to generate revenue will be materially impaired. The marketing approval process is expensive, time-consuming and uncertain. As a result, we cannot predict when or if we, or any collaborators we may have in the future, will obtain marketing approval to commercialize the EGP-437 Combination Product or any other product candidate.

The activities associated with the development and commercialization of our product candidates, including the EGP-437 Combination Product, including design, testing, manufacture, safety, efficacy, recordkeeping, labeling, storage, approval, advertising, promotion, sale and distribution, are subject to comprehensive regulation by the FDA and other regulatory agencies in the U.S. and similar regulatory

authorities outside the U.S. Failure to obtain marketing approval for a product candidate will prevent us from commercializing the product candidate. We have not received approval to market the EGP-437 Combination Product or any other product candidate from regulatory authorities in any jurisdiction. We have only limited experience in filing and supporting the applications necessary to gain marketing approvals and expect to rely on third-party CROs and consultants to assist us in this process.

The process of obtaining marketing approvals, both in the U.S. and abroad, is expensive and may take many years, especially if additional clinical trials are required, if approval is obtained at all. Securing marketing approval requires the submission of extensive preclinical and clinical data and supporting information to regulatory authorities for each therapeutic indication to establish the product candidate's safety, purity and potency. Securing marketing approval also requires the submission of information about the product manufacturing process to, and inspection of manufacturing facilities by, the regulatory authorities. The FDA or other regulatory authorities may determine that the EGP-437 Combination Product or any other product candidate that we may develop is not safe, effective or pure, is only moderately effective or has undesirable or unintended side effects, toxicities or other characteristics that preclude our obtaining marketing approval or prevent or limit commercial use. Any marketing approval we ultimately obtain may be limited or subject to restrictions or post-approval commitments that render the approved product not commercially viable.

The regulatory process can vary substantially based upon a variety of factors, including the type, complexity and novelty of the product candidates involved.

Failure to obtain marketing approval in international jurisdictions would prevent our product candidates from being marketed abroad.

In order to market and sell the EGP-437 Combination Product and any other product candidate that we may develop in other jurisdictions, we or our third-party collaborators must obtain separate marketing approvals and comply with numerous and varying regulatory requirements. The approval procedure varies among countries and can involve additional testing. The time required to obtain approval may differ substantially from that required to obtain FDA approval. The regulatory approval process outside the U.S. generally includes all of the risks associated with obtaining FDA approval. In addition, in many countries outside the U.S., it is required that the product be approved for reimbursement before the product can be sold in that country. We or these third parties may not obtain approvals from regulatory authorities outside the U.S. on a timely basis, if at all. Approval by the FDA does not ensure approval by regulatory authorities in other countries or jurisdictions, and approval by one regulatory authority outside the U.S. does not ensure approval by regulatory authorities in other countries or jurisdictions or by the FDA. We may not be able to file for marketing approvals and may not receive necessary approvals to commercialize our products in any market.

Even if we, or any collaborators we may have in the future, obtain marketing approvals for the EGP-437 Combination Product or our other product candidates, the terms of those approvals, ongoing regulations and post-marketing restrictions may limit how we, or they, manufacture and market our products, which could materially impair our ability to generate revenue.

Once marketing approval has been granted, an approved product and its manufacturer and marketer are subject to ongoing review and extensive regulation. We, and any collaborators we may have in the future, must therefore comply with requirements concerning advertising and promotion for any of our products for which we or they obtain marketing approval. Promotional communications with respect to prescription products are subject to a variety of legal and regulatory restrictions and must be consistent with the information in the product's approved labeling. Thus, if the EGP-437 Combination Product or any other product candidate that we may develop receives marketing approval, the accompanying label may limit the approved use of our product, which could limit sales of the product.

In addition, manufacturers of approved products and those manufacturers' facilities are required to comply with extensive FDA requirements, including ensuring that quality control and manufacturing procedures conform to cGMPs, which include requirements relating to quality control and quality assurance as well as the corresponding maintenance of records and documentation and reporting requirements. We, our contract manufacturers, our future collaborators and their contract manufacturers will also be subject to other regulatory requirements, including submissions of safety and other post-marketing information and reports,

registration and listing requirements, requirements regarding the distribution of samples to physicians, recordkeeping, and costly post-marketing studies or clinical trials and surveillance to monitor the safety or efficacy of the product such as the requirement to implement a risk evaluation and mitigation strategy.

We may be subject to substantial penalties if we fail to comply with regulatory requirements or if we experience unanticipated problems with our products.

Violations of the Federal Food, Drug, and Cosmetic Act relating to the promotion or manufacturing of prescription products may lead to investigations by the FDA, Department of Justice and state Attorneys General alleging violations of federal and state healthcare fraud and abuse laws, as well as state consumer protection laws. In addition, later discovery of previously unknown adverse events or other problems with our products, manufacturers or manufacturing processes, or failure to comply with regulatory requirements, may yield various results, including:

- restrictions on such products, manufacturers or manufacturing processes;
- restrictions on the labeling or marketing of a product;
- restrictions on product distribution or use;
- requirements to conduct post-marketing studies or clinical trials;
- warning letters;
- withdrawal of the products from the market;
- refusal to approve pending applications or supplements to approved applications that we submit;
- recall of products;
- fines, restitution or disgorgement of profits or revenues;
- suspension or withdrawal of marketing approvals;
- refusal to permit the import or export of our products;
- product seizure; or
- injunctions or the imposition of civil or criminal penalties.

Our relationships with customers and third-party payors may be subject, directly or indirectly, to applicable anti-kickback, fraud and abuse, false claims, transparency, health information privacy and security, and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm, administrative burdens and diminished profits and future earnings.

Healthcare providers, physicians and third-party payors in the U.S. and elsewhere will play a primary role in the recommendation and prescription of any product candidates, including the EGP-437 Combination Product, for which we obtain marketing approval. Our future arrangements with third-party payors and customers may expose us to broadly applicable fraud and abuse and other healthcare laws and regulations that may constrain the business or financial arrangements and relationships through which we market, sell and distribute any products for which we obtain marketing approval. In addition, we may be subject to transparency laws and patient privacy regulation by U.S. federal and state governments and by governments in foreign jurisdictions in which we conduct our business. The applicable federal, state and foreign healthcare laws and regulations that may affect our ability to operate include:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons from knowingly and willfully soliciting, offering, receiving or providing remuneration, directly or indirectly, in cash or in kind, to induce or reward, or in return for, either the referral of an individual for, or the purchase, order or recommendation of, any good or service, for which payment may be made under a federal healthcare program such as Medicare and Medicaid;
- federal civil and criminal false claims laws and civil monetary penalty laws, including the federal False Claims Act, which impose criminal and civil penalties, including civil whistleblower or

qui tam actions, against individuals or entities for knowingly presenting, or causing to be presented, to the federal government, including the Medicare and Medicaid programs, claims for payment that are false or fraudulent or making a false statement to avoid, decrease or conceal an obligation to pay money to the federal government;

- the federal Health Insurance Portability and Accountability Act of 1996, or HIPAA, which imposes criminal and civil liability for executing a scheme to defraud any healthcare benefit program or making false statements relating to healthcare matters;
- HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and their respective implementing regulations, which imposes obligations, including mandatory contractual terms, on covered healthcare providers, health plans and healthcare clearinghouses, as well as their business associates, with respect to safeguarding the privacy, security and transmission of individually identifiable health information; and
- analogous state and foreign laws and regulations, such as state anti-kickback and false claims laws, which may apply to sales or marketing arrangements and claims involving healthcare items or services reimbursed by non-governmental third-party payors, including private insurers; state and foreign laws that require pharmaceutical companies to comply with the pharmaceutical industry's voluntary compliance guidelines and the relevant compliance guidance promulgated by the federal government or otherwise restrict payments that may be made to healthcare providers; state and foreign laws that require drug manufacturers to report information related to payments and other transfers of value to physicians and other healthcare providers or marketing expenditures; and state and foreign laws governing the privacy and security of health information in certain circumstances, many of which differ from each other in significant ways and often are not preempted by HIPAA, thus complicating compliance efforts.

Efforts to ensure that our business arrangements with third parties will comply with applicable healthcare laws and regulations may involve substantial costs. It is possible that governmental authorities will conclude that our business practices may not comply with current or future statutes, regulations or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our operations are found to be in violation of any of these laws or any other governmental regulations that may apply to us, we may be subject to significant civil, criminal and administrative penalties, including, without limitation, damages, fines, imprisonment, exclusion from participation in government funded healthcare programs, such as Medicare and Medicaid, and the curtailment or restructuring of our operations. If any of the physicians or other healthcare providers or entities with whom we expect to do business is found to be not in compliance with applicable laws, it may be subject to criminal, civil or administrative sanctions, including exclusions from participation in government funded healthcare programs.

Recently enacted and future legislation may affect our ability to commercialize and the prices we obtain for any products that are approved in the U.S. or foreign jurisdictions.

In the U.S. and some foreign jurisdictions, there have been a number of legislative and regulatory changes and proposed changes regarding the healthcare system that could affect our ability to profitably sell or commercialize any product candidate, including the EGP-437 Combination Product, for which we obtain marketing approval or that we may in-license. The pharmaceutical industry has been a particular focus of these efforts and has been significantly affected by legislative initiatives. Current laws, as well as other healthcare reform measures that may be adopted in the future, may result in more rigorous coverage criteria and in additional downward pressure on the price that we receive for any approved product.

In the U.S., the Medicare Prescription Drug, Improvement, and Modernization Act of 2003, or the MMA, changed the way Medicare covers and pays for pharmaceutical products. Cost reduction initiatives and other provisions of this legislation could limit coverage of and reduce the price that we receive for any approved products. While the MMA applies only to product benefits for Medicare beneficiaries, private payors often follow Medicare coverage policy and payment limitations in setting their own reimbursement rates. Therefore, any reduction in reimbursement that results from the MMA or other healthcare reform measures may result in a similar reduction in payments from private payors.

In March 2010, President Obama signed into law the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Affordability Reconciliation Act, or collectively PPACA. Among the provisions of PPACA of importance to our business, including, without limitation, our ability to commercialize and the prices we may obtain for any of our product candidates and that are approved for sale, are the following:

- an annual, nondeductible fee on any entity that manufactures or imports specified branded prescription drugs and biologic agents;
- an increase in the statutory minimum rebates a manufacturer must pay under the Medicaid Drug Rebate Program;
- a new Medicare Part D coverage gap discount program, in which participating manufacturers must agree to offer 50% point-of-sale discounts off negotiated drug prices during the coverage gap period as a condition for the manufacturer's outpatient drugs to be covered under Medicare Part D;
- expansion of healthcare fraud and abuse laws, including the federal False Claims Act and the federal Anti-Kickback Statute, and the addition of new government investigative powers, and enhanced penalties for noncompliance;
- extension of manufacturers' Medicaid rebate liability;
- expansion of eligibility criteria for Medicaid programs; and
- expansion of the entities eligible for discounts under the Public Health Service pharmaceutical pricing program.

In addition, other legislative changes have been proposed and adopted since PPACA was enacted. These changes include aggregate reductions to Medicare payments to providers of up to 2% per fiscal year, which went into effect in April 2013. In January 2013, President Obama signed into law the American Taxpayer Relief Act of 2012, which, among other things, reduced Medicare payments to several types of providers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. These new laws may result in additional reductions in Medicare and other healthcare funding.

The pricing of prescription pharmaceuticals is also subject to governmental control outside the U.S. In these countries, pricing negotiations with governmental authorities can take considerable time after the receipt of marketing approval for a product. To obtain reimbursement or pricing approval in some countries, we may be required to conduct a clinical trial that compares the cost-effectiveness of our product candidate to other available therapies. If reimbursement of our products is unavailable or limited in scope or amount, or if pricing is set at unsatisfactory levels, our ability to generate revenues and become profitable could be impaired.

Laws and regulations governing any international operations we may have in the future may preclude us from developing, manufacturing and selling certain products outside of the U.S. and require us to develop and implement costly compliance programs.

If we expand our operations outside of the U.S., we must dedicate additional resources to comply with numerous laws and regulations in each jurisdiction in which we plan to operate. The Foreign Corrupt Practices Act, or FCPA, prohibits any U.S. individual or business from paying, offering, authorizing payment or offering of anything of value, directly or indirectly, to any foreign official, political party or candidate for the purpose of influencing any act or decision of the foreign entity in order to assist the individual or business in obtaining or retaining business. The FCPA also obligates companies whose securities are listed in the U.S. to comply with certain accounting provisions requiring the company to maintain books and records that accurately and fairly reflect all transactions of the corporation, including international subsidiaries, and to devise and maintain an adequate system of internal accounting controls for international operations.

Compliance with the FCPA is expensive and difficult, particularly in countries in which corruption is a recognized problem. In addition, the FCPA presents particular challenges in the pharmaceutical industry, because, in many countries, hospitals are operated by the government, and doctors and other hospital employees are considered foreign officials. Certain payments to hospitals in connection with clinical trials and other work have been deemed to be improper payments to government officials and have led to FCPA enforcement actions.

Various laws, regulations and executive orders also restrict the use and dissemination outside of the U.S., or the sharing with certain non-U.S. nationals, of information classified for national security purposes, as well as certain products and technical data relating to those products. If we expand our presence outside of the U.S., it will require us to dedicate additional resources to comply with these laws, and these laws may preclude us from developing, manufacturing, or selling certain products and product candidates outside of the U.S., which could limit our growth potential and increase our development costs.

The failure to comply with laws governing international business practices may result in substantial civil and criminal penalties and suspension or debarment from government contracting. The Securities and Exchange Commission also may suspend or bar issuers from trading securities on U.S. exchanges for violations of the FCPA's accounting provisions.

If we or our third-party manufacturers fail to comply with environmental, health and safety laws and regulations, we could become subject to fines or penalties or incur significant costs.

We and our third-party manufacturers are subject to numerous environmental, health and safety laws and regulations, including those governing laboratory procedures and the handling, use, storage, treatment and disposal of hazardous materials and wastes. From time to time and in the future, our operations may involve the use of hazardous and flammable materials, including chemicals and biological materials, and produce hazardous waste products. We generally contract with third parties for the disposal of these materials and wastes. We cannot eliminate the risk of contamination or injury from these materials. In the event of contamination or injury resulting from our use of hazardous materials, we could be held liable for any resulting damages, and any liability could exceed our resources. We also could incur significant costs associated with civil or criminal fines and penalties for failure to comply with such laws and regulations.

Although we maintain workers' compensation insurance to cover us for costs and expenses we may incur due to injuries to our employees, this insurance may not provide adequate coverage against potential liabilities.

In addition, we may incur substantial costs in order to comply with current or future environmental, health and safety laws and regulations. These current or future laws and regulations may impair our research, development or production efforts. Our failure to comply with these laws and regulations also may result in substantial fines, penalties or other sanctions.

Further, with respect to the operations of our third-party contract manufacturers, it is possible that if they fail to operate in compliance with applicable environmental, health and safety laws and regulations or properly dispose of wastes associated with our products, we could be held liable for any resulting damages, suffer reputational harm or experience a disruption in the manufacture and supply of our product candidates or products.

Risks Related to Employee Matters and Managing Growth

Our future success depends on our ability to retain key executives and to attract, retain and motivate qualified personnel.

We are highly dependent on the research and development, clinical and business development expertise of Stephen From, our President and Chief Executive Officer, as well as the other principal members of our management, scientific and clinical team and a number of third party consultants. Although we have entered into an employment agreement with Mr. From, he may terminate his employment with us at any time. We do not maintain "key person" insurance for any of our executives or other employees.

Recruiting and retaining qualified scientific, clinical, manufacturing and sales and marketing personnel will also be critical to our success. The loss of the services of our executive officers or other key employees could impede the achievement of our research, development and commercialization objectives and seriously harm our ability to successfully implement our business strategy. Furthermore, replacing executive officers and key employees may be difficult and may take an extended period of time because of the limited number of individuals in our industry with the breadth of skills and experience required to successfully develop, gain regulatory approval of and commercialize products. Competition to hire from this limited pool is intense, and we may be unable to hire, train, retain or motivate these key personnel on acceptable terms given the

competition among numerous pharmaceutical and biotechnology companies for similar personnel. We also experience competition for the hiring of scientific and clinical personnel from universities and research institutions. In addition, we rely on consultants and advisors, including scientific and clinical advisors, to assist us in formulating our research and development and commercialization strategy. Our consultants and advisors may be employed by employers other than us and may have commitments under consulting or advisory contracts with other entities that may limit their availability to us. If we are unable to continue to attract and retain high quality personnel, our ability to pursue our growth strategy will be limited.

Our business and operations would suffer in the event of system failures.

Despite the implementation of security measures, our internal computer systems, and those of our CROs and other third parties on which we rely, are vulnerable to damage from computer viruses, unauthorized access, natural disasters, terrorism, war and telecommunication and electrical failures. If such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our drug development programs. For example, the loss of clinical trial data from completed or ongoing or planned clinical trials could result in delays in our regulatory approval efforts and significantly increase our costs to recover or reproduce the data. To the extent that any disruption or security breach were to result in a loss of or damage to our data or applications, or inappropriate disclosure of confidential or proprietary information, we could incur liability and the further development of our product candidates could be delayed.

We expect to expand our development capabilities and potentially implement sales, marketing and distribution capabilities, and as a result, we may encounter difficulties in managing our growth, which could disrupt our operations.

We expect to experience significant growth in the number of our employees and the scope of our operations, particularly in the areas of drug development, regulatory affairs and, if any of our product candidates receives marketing approval, sales, marketing and distribution. To manage our anticipated future growth, we must continue to implement and improve our managerial, operational and financial systems, expand our facilities and continue to recruit and train additional qualified personnel. Due to our limited financial resources and the limited experience of our management team in managing a company with such anticipated growth, we may not be able to effectively manage the expansion of our operations or recruit and train additional qualified personnel. The expansion of our operations may lead to significant costs and may divert our management and business development resources. Any inability to manage growth could delay the execution of our business plans or disrupt our operations.

Risks Related to Our Common Stock and This Offering

Because a small number of our existing stockholders own a majority of our voting stock, your ability to influence corporate matters will be limited

Following the completion of this offering, our executive officers, directors and greater than 5% stockholders, in the aggregate, will own approximately % of our outstanding common stock. As a result, such persons, acting together, will have the ability to control our management and affairs and substantially all matters submitted to our stockholders for approval, including the election and removal of directors and approval of any significant transaction. These persons will also have the ability to control our management and business affairs. This concentration of ownership may have the effect of delaying, deferring or preventing a change in control, impeding a merger, consolidation, takeover or other business combination involving us, or discouraging a potential acquirer from making a tender offer or otherwise attempting to obtain control of our business, even if such a transaction would benefit other stockholders.

Provisions in our corporate charter documents and under Delaware law could make an acquisition of our company, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our amended and restated certificate of incorporation and our amended and restated bylaws that will become effective upon the closing of this offering may discourage, delay or prevent a merger, acquisition or other change in control of our company that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions could also

limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our board of directors. Among other things, these provisions:

- establish a classified board of directors such that only one of three classes of directors is elected each year;
- allow the authorized number of our directors to be changed only by resolution of our board of directors;
- limit the manner in which stockholders can remove directors from our board of directors;
- establish advance notice requirements for stockholder proposals that can be acted on at stockholder meetings and nominations to our board of directors;
- require that stockholder actions must be effected at a duly called stockholder meeting and prohibit actions by our stockholders by written consent;
- limit who may call stockholder meetings;
- authorize our board of directors to issue preferred stock without stockholder approval, which could be used to institute a “poison pill” that would work to dilute the stock ownership of a potential hostile acquirer, effectively preventing acquisitions that have not been approved by our board of directors; and
- require the approval of the holders of at least the affirmative vote of all of our stockholders who would be entitled to cast to amend or repeal specified provisions of our certificate of incorporation or bylaws that will become effective upon the closing of this offering.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the Delaware General Corporation Law, which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

If you purchase shares of common stock in this offering, you will suffer immediate dilution of your investment.

The initial public offering price of our common stock will be substantially higher than the pro forma net tangible book value per share of our common stock. Therefore, if you purchase shares of our common stock in this offering, you will pay a price per share that substantially exceeds our pro forma net tangible book value per share after this offering. To the extent outstanding options or warrants are exercised, you will incur further dilution. Based on an assumed initial public offering price of \$ per share, which is the midpoint of the price range set forth on the cover page of this prospectus, you will experience immediate dilution of \$ per share, representing the difference between our pro forma net tangible book value per share, after giving effect to this offering, and the assumed initial public offering price. In addition, purchasers of common stock in this offering will have contributed approximately % of the aggregate price paid for all purchases of our stock but the shares purchased in this offering will represent an aggregate of only approximately % of our total common stock outstanding after this offering.

An active trading market for our common stock may not develop.

Prior to this offering, there has been no public market for our common stock. The initial public offering price for our common stock will be determined through negotiations with the underwriters. Although we have applied to have our common stock approved for listing on The NASDAQ Capital Market, an active trading market for our shares may never develop or be sustained following this offering. If an active market for our common stock does not develop, it may be difficult for you to sell shares you purchase in this offering without depressing the market price for the shares or at all.

The price of our common stock may be volatile and fluctuate substantially, which could result in substantial losses for purchasers of our common stock in this offering.

Our stock price is likely to be volatile. The stock market in general and the market for smaller specialty pharmaceutical companies in particular have experienced extreme volatility that has often been unrelated to the operating performance of particular companies. As a result of this volatility, you may not be able to sell your common stock at or above the initial public offering price. The market price for our common stock may be influenced by many factors, including:

- the success of competitive products or technologies;
- results of clinical trials of the EGP-437 Combination Product or any other product candidate that we may develop;
- results of clinical trials of product candidates of our competitors;
- regulatory or legal developments in the U.S. and other countries;
- developments or disputes concerning patent applications, issued patents or other proprietary rights;
- the recruitment or departure of key scientific or management personnel;
- the level of expenses related to any of our product candidates or clinical development programs;
- the results of our efforts to discover, develop, acquire or in-license additional products, product candidates or technologies for the treatment of ophthalmic diseases, the costs of commercializing any such products and the costs of development of any such product candidates or technologies;
- actual or anticipated changes in estimates as to financial results, development timelines or recommendations by securities analysts;
- variations in our financial results or those of companies that are perceived to be similar to us;
- changes in the structure of healthcare payment systems;
- market conditions in the pharmaceutical and biotechnology sectors;
- general economic, industry and market conditions; and
- the other factors described in this “Risk Factors” section.

In the past, following periods of volatility in the market price of a company’s securities, securities class-action litigation has often been instituted against that company. We also may face securities class-action litigation if we cannot obtain regulatory approvals for or if we otherwise fail to commercialize EGP-437. Such litigation, if instituted against us, could cause us to incur substantial costs to defend such claims and divert management’s attention and resources.

We have broad discretion in the use of the net proceeds from this offering and may not use them effectively.

Our management will have broad discretion in the application of the net proceeds from this offering and could spend the proceeds in ways that do not improve our results of operations or enhance the value of our common stock. The failure by our management to apply these funds effectively could result in financial losses that could cause the price of our common stock to decline and delay the development of our product candidates. Pending their use, we may invest the net proceeds from this offering in a manner that does not produce income or that loses value.

Our ability to use our net operating loss carryforwards and certain other tax attributes may be limited.

As of December 31, 2013, we had federal net operating loss carryforwards of approximately \$32.5 million, state net operating loss carryforwards of approximately \$23.6 million and aggregate federal and state research and development tax credit carryforwards of approximately \$895,000 available to reduce future taxable income. These federal and state net operating loss carryforwards and federal and state tax credit carryforwards which will expire at various dates through 2033, if not utilized. Utilization of these net

operating loss and tax credit carryforwards may be subject to a substantial limitation under Sections 382 and 383 of the Internal Revenue Code of 1986, as amended, or the Code, and comparable provisions of state, local and foreign tax laws due to changes in ownership of our company that have occurred previously or that could occur in the future. Under Section 382 of the Code and comparable provisions of state, local and foreign tax laws, if a corporation undergoes an “ownership change,” generally defined as a greater than 50% change by value in its equity ownership over a three year period, the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes, such as research and development tax credits, to reduce its post-change income may be limited. We have not completed a study to determine whether our initial public offering, our most recent private placement and other transactions that have occurred over the past three years may have triggered an ownership change limitation. We may also experience ownership changes in the future as a result of subsequent shifts in our stock ownership. As a result, if we generate taxable income, our ability to use our pre-change net operating loss and tax credits carryforwards to reduce U.S. federal and state taxable income may be subject to limitations, which could result in increased future tax liability to us.

Sales of a substantial number of shares of our common stock by our existing stockholders in the public market could cause our stock price to fall.

Sales of a substantial number of shares of our common stock in the public market or the perception that these sales might occur, could significantly reduce the market price of our common stock and impair our ability to raise adequate capital through the sale of additional equity securities.

Based on shares of common stock outstanding as of _____, 2014, upon the closing of this offering, we will have outstanding a total of _____ shares of common stock after this offering, assuming no exercise of the underwriters’ overallotment option and no exercise of outstanding options and warrants. Of these shares, only the shares of common stock sold in this offering by us, plus any shares sold upon exercise of the underwriters’ overallotment option, will be freely tradable without restriction in the public market immediately following this offering. Aegis Capital Corp., however, may, in its sole discretion, permit our officers, directors and other stockholders who are subject to these lock-up agreements to sell shares prior to the expiration of the lock-up agreements.

We expect that the lock-up agreements pertaining to this offering will expire 180 days from the date of this prospectus. After the lock-up agreements expire, up to an additional _____ shares of common stock will be eligible for sale in the public market of which _____ shares are held by directors, executive officers and other affiliates and will be subject to volume limitations under Rule 144 under the Securities Act of 1933, as amended, or the Securities Act. In addition, shares of common stock that are either subject to outstanding options or reserved for future issuance under our employee benefit plans will become eligible for sale in the public market to the extent permitted by the provisions of various vesting schedules, the lock-up agreements and Rule 144 and Rule 701 under the Securities Act. If these additional shares of common stock are sold, or if it is perceived that they will be sold, in the public market, the trading price of our common stock could decline.

In addition, we are registering the _____ shares of our common stock underlying the warrants to be issued to the representative of the underwriters in connection with this offering as described in the “Underwriting — Representative’s Warrants” section of this prospectus.

We are an “emerging growth company,” and a smaller reporting company and the reduced disclosure requirements applicable to emerging growth companies and smaller reporting companies may make our common stock less attractive to investors.

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, and may remain an emerging growth company for up to five years. For so long as we

remain an emerging growth company, we are permitted and intend to rely on exemptions from certain disclosure requirements that are applicable to other public companies that are not emerging growth companies. These exemptions include:

- being permitted to provide only two years of audited financial statements, in addition to any required unaudited interim financial statements, with correspondingly reduced “Management’s Discussion and Analysis of Financial Condition and Results of Operations” disclosure;
- not being required to comply with the auditor attestation requirements in the assessment of our internal control over financial reporting;
- not being required to comply with any requirement that may be adopted by the Public Company Accounting Oversight Board regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements;
- reduced disclosure obligations regarding executive compensation; and
- exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and stockholder approval of any golden parachute payments not previously approved.

We have taken advantage of reduced reporting burdens in this prospectus. In particular, in this prospectus, we have provided only two years of audited financial statements and have not included all of the executive compensation related information that would be required if we were not an emerging growth company. We cannot predict whether investors will find our common stock less attractive if we rely on these exemptions. If some investors find our common stock less attractive as a result, there may be a less active trading market for our common stock and our stock price may be more volatile.

In addition, the JOBS Act also provides that an emerging growth company can take advantage of an extended transition period for complying with new or revised accounting standards. This allows an emerging growth company to delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to delay such adoption of new or revised accounting standards, and, as a result, we will comply with new or revised accounting standards on the relevant dates on which adoption of such standards is required for public companies that are not emerging growth companies.

We are also a “smaller reporting company” as defined in Rule 12b-2 of the Exchange Act and have elected certain scaled disclosure available for smaller reporting companies.

We have identified material weaknesses in our internal controls over financial reporting that, if not properly remediated, could result in material misstatements in our financial statements in future periods.

The Public Company Accounting Oversight Board or PCAOB, defines a material weakness as a deficiency, or a combination of deficiencies, in internal control over financial reporting such that there is a reasonable possibility that a material misstatement of the company’s annual or interim financial statements will not be prevented or detected on a timely basis. A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis.

We have identified the following material weaknesses:

- Lack of experienced accounting and financial reporting personnel to manage the complexities of SEC financial reporting which resulted in significant changes to the financial statements as a result of our audit.
- Due to the limited number of people working in the office, many critical duties are combined and given to the available employees. Presently, a single individual prepares and signs checks, reconciles bank accounts, performs all payroll duties, and maintains the general ledger.
- Lack of adequate disclosure controls resulted in large audit adjustments related to a material contract.

If we are unable to correct deficiencies in internal controls in a timely manner, our ability to record, process, summarize and report financial information accurately and within the time periods specified in the

rules and forms of the SEC will be adversely affected. This failure could negatively affect the market price and trading liquidity of our common stock, cause investors to lose confidence in our reported financial information, subject us to civil and criminal investigations and penalties, and generally materially and adversely impact our business and financial condition.

We will incur increased costs as a result of operating as a public company, and our management will be required to devote substantial time to new compliance initiatives and corporate governance practices.

As a public company, and particularly after we are no longer an emerging growth company, we will incur significant legal, accounting and other expenses that we did not incur as a private company. The Sarbanes-Oxley Act, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the listing requirements of The NASDAQ Capital Market and other applicable securities rules and regulations impose various requirements on public companies, including establishment and maintenance of effective disclosure and financial controls and corporate governance practices. Our management and other personnel will need to devote a substantial amount of time to these compliance initiatives. Moreover, these rules and regulations will increase our legal and financial compliance costs and will make some activities more time-consuming and costly. For example, we expect that these rules and regulations may make it more difficult and more expensive for us to obtain director and officer liability insurance, which in turn could make it more difficult for us to attract and retain qualified members of our board of directors.

We are evaluating these rules and regulations, and cannot predict or estimate the amount of additional costs we may incur or the timing of such costs. These rules and regulations are often subject to varying interpretations, in many cases due to their lack of specificity, and, as a result, their application in practice may evolve over time as new guidance is provided by regulatory and governing bodies. This could result in continuing uncertainty regarding compliance matters and higher costs necessitated by ongoing revisions to disclosure and governance practices.

Pursuant to Section 404 of the Sarbanes-Oxley Act, or Section 404, we will be required to furnish a report by our management on our internal control over financial reporting. However, while we remain an emerging growth company, we will not be required to include an attestation report on internal control over financial reporting issued by our independent registered public accounting firm. To achieve compliance with Section 404 within the prescribed period, we will be engaged in a process to document and evaluate our internal control over financial reporting, which is both costly and challenging. We are in the very early stages of the costly and challenging process of compiling the system and processing documentation necessary to perform the evaluation needed to comply with Section 404 and to build an internal control structure designed to meet the requirements of a public company. We may not be able to complete our evaluation, testing and any required remediation in a timely fashion. During the evaluation and testing process, if we identify one or more material weaknesses in our internal control over financial reporting, we will be unable to assert that our internal controls are effective. In this regard, we will need to continue to dedicate internal resources, potentially engage outside consultants and adopt a detailed work plan to assess and document the adequacy of internal control over financial reporting, continue steps to improve control processes as appropriate, validate through testing that controls are functioning as documented and implement a continuous reporting and improvement process for internal control over financial reporting. Despite our efforts, there is a risk that we will not be able to conclude, within the prescribed timeframe or at all, that our internal control over financial reporting is effective as required by Section 404. If we identify one or more material weaknesses in our internal control over financial reporting, it could result in an adverse reaction in the financial markets due to a loss of confidence in the reliability of our financial statements.

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation, if any, will be your sole source of gain.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. In addition, any future debt agreements that we may enter into, may preclude us from paying dividends without the lenders' consent or at all. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus contains forward-looking statements that involve risks and uncertainties. The forward-looking statements are contained principally in “Prospectus Summary,” “Risk Factors,” “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and “Business.” In some cases, you can identify forward-looking statements by terms such as “may,” “might,” “will,” “objective,” “intend,” “should,” “seek,” “aim,” “think,” “optimistic,” “strategy,” “goals,” “sees,” “new,” “guidance,” “future,” “continue,” “drive,” “growth,” “long-term,” “develop,” “possible,” “emerging,” “opportunity,” “pursue,” “could,” “can,” “would,” “expect,” “believe,” “anticipate,” “project,” “target,” “design,” “estimate,” “predict,” “potential,” “plan” or the negative of these terms, and similar expressions intended to identify forward-looking statements. These statements reflect our current views with respect to future events and are based on assumptions and subject to risks and uncertainties. Given these uncertainties, you should not place undue reliance on these forward-looking statements. Forward-looking statements include, but are not limited to, statements about:

- the timing and success of preclinical studies and clinical trials conducted by us and our development partners;
- the ability to obtain and maintain regulatory approval of our product candidates, and the labeling for any approved products;
- the scope, progress, expansion, and costs of developing and commercializing our product candidates;
- the size and growth of the potential markets for our product candidates and the ability to serve those markets;
- our expectations regarding our expenses and revenue, the sufficiency of our cash resources and needs for additional financing;
- the rate and degree of market acceptance of any of our product candidates;
- our expectations regarding competition;
- our anticipated growth strategies;
- our ability to attract or retain key personnel;
- our ability to establish and maintain development partnerships;
- our expectations regarding federal, state and foreign regulatory requirements;
- regulatory developments in the U.S. and foreign countries;
- our ability to obtain and maintain intellectual property protection for our product candidates;
- the anticipated trends and challenges in our business and the market in which we operate; and
- our use of proceeds from this offering.

Forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause our actual results, performance or achievements to be materially different from any future results, performances or achievements expressed or implied by the forward-looking statements.

Any forward-looking statement made by us in this prospectus speaks only as of the date on which it is made. Except as required by law, we assume no obligation to update these statements publicly, or to update the reasons actual results could differ materially from those anticipated in these statements, even if new information becomes available in the future.

We discuss many of these risks in this prospectus in greater detail under the heading “Risk Factors.” Also, these forward-looking statements represent our estimates and assumptions only as of the date of this prospectus.

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Unless required by U.S. federal securities laws, we do not intend to update any of these forward-looking statements to reflect circumstances or events that occur after the statement is made.

You should read this prospectus and the documents that we reference in this prospectus and have filed as exhibits to the registration statement, of which this prospectus is a part, completely and with the understanding that our actual future results may be materially different from what we expect. We qualify all of our forward-looking statements by these cautionary statements.

USE OF PROCEEDS

We estimate that our net proceeds from the sale of the common stock that we are offering will be approximately \$ million, assuming an initial public offering price of \$ per share, the midpoint of the initial public offering price range listed on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us. If the underwriters' option to purchase additional shares in this offering is exercised in full, we estimate our net proceeds will be approximately \$ million. Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share would increase (decrease) the net proceeds to us from this offering by approximately \$, assuming the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting estimated underwriting discounts and commissions and estimated offering expenses payable by us. We may also increase or decrease the number of shares we are offering. Each increase (decrease) of 1.0 million in the number of shares we are offering would increase (decrease) the net proceeds to us from this offering, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, by approximately \$ million, assuming the assumed initial public offering price stays the same.

The principal purposes of this offering are to obtain additional capital to support our operations, create a public market for our common stock, facilitate our future access to the public equity markets and increase our visibility in our markets. We currently estimate that we will use the net proceeds from this offering, together with our existing cash and cash equivalents, as follows:

- approximately \$8 million to fund, through completion, our confirmatory Phase 3 clinical trial for the treatment of non-infectious anterior uveitis with the EGP-437 Combination Product;
- approximately \$2 million to fund, through completion, our endothelial cell count safety trial with the EGP-437 Combination Product;
- approximately \$1.3 million to fund, through completion, two proof-of concept trials using the EGP-437 Combination Product;
- approximately \$2 million to advance a second molecule through formulation, preclinical and IND enabling studies; and
- the remainder for working capital and other general corporate purposes, which will include the pursuit of our other research and discovery efforts and could also include the acquisition or in-license of other products, product candidates or technologies.

Pending use of the proceeds as described above, we intend to invest the net proceeds of this offering in short-term, interest-bearing, investment-grade securities or certificates of deposit.

We believe that the expected net proceeds from this offering and our existing cash and cash equivalents, together with interest thereon, will be sufficient to fund our operations through at least the next eighteen months, although we cannot assure you that this will occur.

The amounts and timing of our actual expenditures will depend on numerous factors, including the progress of our clinical trials, as well as the amount of cash used in our operations. We may find it necessary or advisable to use the net proceeds for other purposes, and we will have broad discretion in the application of the net proceeds and investors will be relying on the judgment of our management regarding the application of the net proceeds from this offering.

DIVIDEND POLICY

We have never declared or paid any cash dividends on our capital stock. We currently intend to retain future earnings, if any, and all currently available funds for use in the operation of our business and do not anticipate paying any cash dividends in the foreseeable future. Any future determination related to our dividend policy will be made at the discretion of our board of directors after considering our financial condition, results of operations, capital requirements, business prospects and other factors the board of directors deems relevant, and subject to the restrictions contained in our current or future financing instruments.

CAPITALIZATION

The following table sets forth our cash and cash equivalents and capitalization as of March 31, 2014 as follows:

- on an actual basis
- on a pro forma basis to reflect (the number of common shares to be issued for each Series as disclosed parenthetically) (1) the conversion of all outstanding shares of our Series A Preferred Stock (6,872,319), Series B Preferred Stock (8,099,371), Series C Preferred Stock (3,830,062), and Series D Preferred Stock (19,600,557), the exercise and conversion of a warrant to purchase our Series C Preferred Stock (13,600) and two warrants to purchase our Series D Preferred Stock (27,993), and the exchange of all shares of common stock of EyeGate Pharma S.A.S. (presented as non-controlling interests) into the following shares of our Preferred Stock (inclusive of anti-dilution shares) — Series B Preferred Stock (5,764,542), Series C Preferred Stock (2,055,153) and Series D Preferred Stock (3,932,447) and the subsequent conversion of such shares into shares of our common stock, all into 50,196,044 shares of our common stock immediately prior to the closing of the offering, (2) the exercise of two warrants to purchase an aggregate of 120,000 shares of our common stock, (3) issuance of 165,091 shares of our common stock to the University of Miami, (4) shares of our common stock issuable upon the conversion of our convertible notes (including accrued interest) — 2012 Notes, as amended (\$590,842), 2013 Notes, as amended (\$1,507,795) and 2014 Notes (\$994,844), into , and common shares, respectively. The convertible notes will convert into shares of our common stock at a conversion price equal to 70% of the public offering price as described in the “Description of Capital Stock” Section and (5) the filing of our amended and restated certificate of incorporation immediately prior to the closing of this offering.
- shares of our common stock issuable upon the conversion of our 2012 Notes, 2013 Notes and 2014 Notes, as described in the “Description of Capital Stock” Section
- on a pro forma as adjusted basis to give further effect to our issuance and sale of shares of common stock in this offering at an assumed initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of this prospectus, after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

The pro forma and pro forma as adjusted information below is illustrative only, and our capitalization following the closing of this offering will be adjusted based on the actual initial public offering price and other terms of this offering determined at pricing. You should read this information in conjunction with our financial statements and the related notes appearing at the end of this prospectus and the “Management’s Discussion and Analysis of Financial Condition and Results of Operations” section and other financial information contained in this prospectus.

	As of March 31, 2014		
	Actual	Pro Forma	Pro Forma As Adjusted
	(unaudited) (in thousands, except share and per share data)	(unaudited)	(unaudited)
Balance Sheet Data:			
Cash	\$ 523,378	\$ 530,458	
Short-term debt, including current portion of long-term debt and capital lease obligations	2,473,391	—	—
Accrued liabilities	765,032	656,038	
Convertible preferred stock, \$0.01 par value, Series A to D, 45,462,673 shares authorized; shares issued and outstanding: 33,465,749 actual; none pro forma or pro forma as adjusted			
Series A convertible preferred stock, \$0.01 par value, 2,483,693 shares authorized; 2,483,693 shares issued and outstanding	254,525	—	—
Series B convertible preferred stock, \$0.01 par value, 13,794,259 shares authorized; 8,073,508 shares issued and outstanding	6,926,180	0	0
Series C convertible preferred stock, \$0.01 par value, 5,161,236 shares authorized; 3,351,156 shares issued and outstanding	5,745,127	0	0
Series D convertible preferred stock, \$0.01 par value 24,023,485 shares authorized; 19,557,392 shares issued and outstanding	23,482,834	0	0
Non-controlling interests (None pro forma or pro forma as adjusted)	6,621,982	0	0
Total convertible preferred stock and non-controlling interests	43,030,648	0	0
Stockholders' deficit:			
Common stock, \$0.01 par value: 65,000,000 shares authorized; 2,025,527 shares issued and outstanding, actual; 70,000,000 shares authorized 60,920,641 shares issued and outstanding, pro forma; and 70,000,000 shares authorized shares issued and outstanding, pro forma as adjusted	106,646	611,457	
Additional paid-in capital	10,302,493	828,330	
Accumulated deficit	(56,050,000)	(56,050,000)	
Shareholder notes receivable	(58,824)	(58,824)	
Accumulated other comprehensive income	55,098	55,098	
Total stockholders' (deficit) equity	(45,644,587)	(2,613,939)	
Total Capitalization	\$ (140,548)	\$ (1,957,901)	\$

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The number of shares of our common stock in the table above excludes, as of March 31, 2014:

- shares of common stock issuable upon exercise of options outstanding under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan, at a weighted-average exercise price of approximately \$ per share;
- 79,571 shares of our common stock issuable upon the exercise of an outstanding warrant to purchase shares of our common stock at a price of \$0.47 per share;
- shares of common stock reserved for future issuance under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the “Underwriting — Representative’s Warrants” section of this prospectus.

DILUTION

If you invest in our common stock in this offering, your ownership interest will be immediately diluted to the extent of the difference between the initial public offering price per share and the pro forma as adjusted net tangible book value per share of our common stock after this offering.

As of March 31, 2014, we had a historical net tangible book deficit of \$(2.61) million, or \$(1.29) per share of common stock. Our historical net tangible book deficit per share represents total tangible assets less total liabilities divided by the number of shares of common stock outstanding at March 31, 2014.

On a pro forma basis, after giving effect to the conversion of all outstanding shares of our Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock, the exercise and conversion of a warrant to purchase our Series C Preferred Stock and two warrants to purchase our Series D Preferred Stock, and the exchange of certain shares of common stock of EyeGate Pharma S.A.S. into shares of our Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock and the subsequent conversion of such shares into shares of our common stock, all into 50,196,044 shares of our common stock immediately prior to the closing of this offering, and the exercise of currently outstanding warrants to purchase 120,000 shares of our common stock, the issuance of 165,091 shares of our common stock to the University of Miami, and the issuance of shares of our common stock upon the conversion of our 2012, 2013 and 2014 convertible promissory notes, additional paid-in capital, a component of stockholders' equity (deficit), our pro forma net tangible book value as of March 31, 2014 would have been approximately \$ million, or approximately \$ per share of our common stock.

After giving further effect to the sale of shares of common stock that we are offering at an assumed initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of this prospectus, and after deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us, our pro forma as adjusted net tangible book value as of March 31, 2014 would have been approximately \$ million, or approximately \$ per share. This amount represents an immediate increase in pro forma net tangible book value of \$ per share to our existing stockholders and an immediate dilution in pro forma net tangible book value of approximately \$ per share to new investors purchasing shares of common stock in this offering.

Dilution per share to new investors is determined by subtracting pro forma as adjusted net tangible book value per share after this offering from the initial public offering price per share paid by new investors. The following table illustrates this dilution:

Assumed initial public offering price per share	\$
Historical net tangible book deficit per share as of March 31, 2014	\$(1.29)
Pro forma increase in historical net tangible book value per share attributable to the pro forma transactions described in preceding paragraphs	
Pro forma as adjusted net tangible book value per share as of March 31, 2014	
Increase in pro forma as adjusted net tangible book value per share attributable to new investors giving effect to this offering	
Pro forma as adjusted net tangible book value per share after giving effect to this offering	\$
Dilution in pro forma as adjusted net tangible book value per share to new investors	\$

Each \$1.00 increase (decrease) in the assumed initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of this prospectus, would increase (decrease) the pro forma as adjusted net tangible book value per share after this offering by approximately \$, and dilution in pro forma net tangible book value per share to new investors by approximately \$, assuming that the number of shares offered by us, as set forth on the cover page of this prospectus, remains the same and after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us. Each increase of million shares in the number of shares offered by us would increase our pro forma as adjusted net tangible book value per share after this offering by approximately \$ per share and decrease the dilution to investors participating in this offering by approximately \$ per share, assuming

that the assumed initial public offering price remains the same, and after deducting the estimated underwriting discounts and commissions and the estimated offering expenses payable by us.

If the underwriters exercise their over-allotment option to purchase additional shares of our common stock in full in this offering, the pro forma as adjusted net tangible book value after the offering would be \$ per share, the increase in pro forma net tangible book value per share to existing stockholders would be \$ per share and the dilution per share to new investors would be \$ per share, in each case assuming an initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of this prospectus.

The following table summarizes on the pro forma as adjusted basis described above, as of March 31, 2014, the differences between the number of shares purchased from us, the total consideration paid to us in cash and the average price per share that existing stockholders and new investors paid. The calculation below is based on the assumed initial public offering price of \$ per share, the midpoint of the price range listed on the cover page of the prospectus, before deducting the estimated underwriting discounts and commissions and estimated offering expenses payable by us.

	Shares Purchased		Total Consideration		Average Price Per Share
	Number	Percent	Amount	Percent	
Existing stockholders		%	\$	%	\$
New investors		%		%	
Total		100%	\$	100%	

The foregoing tables and calculations exclude the following as of March 31, 2014:

- shares of common stock issuable upon exercise of options outstanding under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan, at a weighted-average exercise price of approximately \$ per share;
- 79,571 shares of our common stock issuable upon the exercise of an outstanding warrant to purchase shares of our common stock at a price of \$0.47 per share;
- shares of common stock reserved for future issuance under our 2005 Equity Incentive Plan and 2014 Equity Incentive Plan; and
- shares of common stock issuable upon exercise of warrants to be issued to the representative of the underwriters in connection with this offering, at an exercise price per share equal to 125% of the public offering price, as described in the “Underwriting — Representative’s Warrants” section of this prospectus.

To the extent any of these outstanding options and warrants are exercised and, there will be further dilution to new investors. If all of such outstanding options and warrants had been exercised as of, 2014, the pro forma as adjusted net tangible book value per share after this offering would be \$, and total dilution per share to new investors would be \$.

If the underwriters exercise their over-allotment option to purchase additional shares of our common stock in full in this offering:

- the percentage of shares of common stock held by existing stockholders will decrease to approximately % of the total number of shares of our common stock outstanding after this offering; and
- the number of shares held by new investors will increase to, or approximately % of the total number of shares of our common stock outstanding after this offering.

SELECTED FINANCIAL DATA

The following tables set forth selected financial data. We derived the selected statement of operations data for the unaudited three months ended March 31, 2014 and 2013, and for the years ended December 31, 2013 and 2012, from our audited financial statements and related notes and the selected unaudited balance sheet data as of March 31, 2014 included elsewhere in this prospectus. Our historical results are not necessarily indicative of the results to be expected for any future period.

The following selected financial data should be read in conjunction with “Management’s Discussion and Analysis of Financial Condition and Results of Operations” and our financial statements and related notes included elsewhere in this prospectus.

	Three Months Ended March 31,		Year Ended December 31,	
	(Unaudited)			
	2014	2013	2013	2012
Operating expenses:				
Research and development	\$ 217,868	\$ 564,906	\$ 1,010,268	\$ 3,034,397
General and administrative	656,216	426,421	2,087,637	2,817,851
Total operating expenses	<u>874,084</u>	<u>991,327</u>	<u>3,097,905</u>	<u>5,852,248</u>
Other income (expense), net:				
Research & development tax credit	2,940	1,968	24,520	32,748
Interest income	307	486	2,186	11,127
Interest expense	(32,055)	(117,265)	(611,386)	—
Total other income (expense), net	<u>(28,808)</u>	<u>(114,811)</u>	<u>(584,680)</u>	<u>43,875</u>
Net loss	(902,892)	(1,106,138)	(3,682,585)	(5,808,373)
Net income attributable to non-controlling interest	(58,948)	(57,977)	(196,862)	(225,722)
Net loss to the Company	<u>\$ (961,840)</u>	<u>\$ (1,164,115)</u>	<u>\$ (3,879,447)</u>	<u>\$ (6,034,095)</u>
Net loss per share basic and diluted:	\$ (0.47)	\$ (0.58)	\$ (1.92)	\$ (3.01)
Weighted-average number of common shares used in computing net loss per share basic and diluted:	<u>2,025,527</u>	<u>2,023,606</u>	<u>2,025,057</u>	<u>2,003,294</u>
Pro forma information				
Pro forma net loss attributable to common stockholders	<u>\$ _____</u>		<u>\$ _____</u>	
Pro forma net loss per share, basic and diluted (unaudited)	<u>\$ _____</u>		<u>\$ _____</u>	
Pro forma weighted average shares outstanding, basic and diluted (unaudited)	<u>_____</u>		<u>_____</u>	
			March 31, 2014	
			(Unaudited)	
Balance Sheet Data:				
Cash and cash equivalents			\$ 523,378	
Total current assets			579,967	
Total assets			673,778	
Convertible promissory notes due to shareholders			2,473,391	
Total liabilities			3,287,717	
Temporary equity – convertible preferred stock			36,408,666	
Non controlling interest			6,621,982	
Common stock			106,646	
Additional paid in capital			10,302,493	
Accumulated deficit			(56,050,000)	
Accumulated other comprehensive income			55,098	
Total stockholders’ deficit			(45,644,587)	

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the "Summary Financial Data" and our financial statements and notes thereto appearing elsewhere in this prospectus. In addition to historical financial information, the following discussion and analysis contains forward-looking statements that involve risks, uncertainties, and assumptions. Our actual results could differ materially from those anticipated by these forward-looking statements as a result of many factors. We discuss factors that we believe could cause or contribute to these differences below and elsewhere in this prospectus, including those set forth under "Risk Factors" and "Special Note Regarding Forward-Looking Statements."

Overview

Eyegate Pharmaceuticals, Inc. was formed as a Delaware corporation on December 28, 2004. We were originally incorporated in 1998 under the name of Optis France S.A. in Paris France. At that time, the name of the French corporation was changed to EyeGate Pharma S.A.S. and became a subsidiary of Eyegate Pharmaceuticals, Inc.

We are a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. EGP-437, our first and only product in clinical trials, incorporates a reformulated topically active corticosteroid, dexamethasone phosphate, that is delivered into the ocular tissues through our proprietary innovative drug delivery system, the EyeGate® II Delivery System. EGP-437 is being developed under the 505(b)(2) New Drug Application, or NDA, regulatory pathway for drugs submitted for approval to the U.S. Food and Drug Administration, or FDA, which enables an applicant to rely, in part, on the FDA's findings of safety and efficacy for an existing product, or published literature, in support of its NDA. The EyeGate® II Delivery System and EGP-437, are designed to address two major issues in ophthalmic medicine: lack of patient compliance and safety. The EyeGate® II Delivery System features a compact, elegant, and easy-to-use device that we believe has the potential to deliver drugs non-invasively and quickly into the ocular tissues through the use of iontophoresis, which can accelerate the onset of action, dramatically reduce treatment frequency versus eye drops and sustain therapeutic effect. The EyeGate® II Delivery System is easy-to-use, only takes a few minutes to employ and has been utilized to administer more than 1,700 experimental treatments. We hold worldwide commercialization rights to the EyeGate® II Delivery System.

As we are in our developmental stage, we have not generated any revenue. We have never been profitable and, from December 28, 2004 (inception) through March 31, 2014, our losses from operations have been \$55.7 million. Our net loss was approximately \$0.9 and \$1.1 million for the three months ended March 31, 2014 and 2013, respectively. Our net loss was approximately \$3.7 and \$5.8 million for the years ended December 31, 2013 and 2012, respectively. We expect to incur significant expenses and increasing operating losses for the foreseeable future as we continue the development and clinical trials of, and seek regulatory approval for, The EGP-437 Combination Product and any other product candidates we advance to clinical development. If we obtain regulatory approval for The EGP-437 Combination Product, we expect to incur significant expenses in order to create an infrastructure to support the commercialization of The EGP-437 Combination Product, including sales, marketing and distribution functions.

Following the closing of this offering, we expect to incur additional costs associated with operating as a public company. Accordingly, we will need additional financing to support our continuing operations. We will seek to fund our operations through public or private equity or debt financings or other sources, which may include collaborations with third parties. Adequate additional financing may not be available to us on acceptable terms, or at all. Our failure to raise capital as and when needed would have a negative impact on our financial condition and our ability to pursue our business strategy. We will need to generate significant revenue to achieve profitability, and we may never do so.

Financial Overview

Research and Development Expenses

We expense all research and development expenses as they are incurred. Research and development expenses primarily include:

- non-clinical development, preclinical research, and clinical trial and regulatory-related costs;
- expenses incurred under agreements with sites and consultants that conduct our clinical trials;
- expenses related to generating, filing, and maintaining intellectual property; and
- employee-related expenses, including salaries, benefits, travel and stock-based compensation expense.

Substantially all of our research and development expenses to date have been incurred in connection with EGP-437. We expect our research and development expenses to increase for the foreseeable future as we advance EGP-437 through clinical development, including the conduct of our planned clinical trials. The process of conducting clinical trials necessary to obtain regulatory approval is costly and time consuming. We are unable to estimate with any certainty the costs we will incur in the continued development of EGP-437. Clinical development timelines, the probability of success and development costs can differ materially from expectations. We may never succeed in achieving marketing approval for our product candidate.

The costs of clinical trials may vary significantly over the life of a project owing to, but not limited to, the following:

- per patient trial costs;
- the number of sites included in the trials;
- the countries in which the trials are conducted;
- the length of time required to enroll eligible patients;
- the number of patients that participate in the trials;
- the number of doses that patients receive;
- the cost of comparative agents used in trials;
- the drop-out or discontinuation rates of patients;
- potential additional safety monitoring or other studies requested by regulatory agencies;
- the duration of patient follow-up; and
- the efficacy and safety profile of the product candidate.

We do not expect EGP-437 to be commercially available, if at all, for the next several years.

General and Administrative Expenses

General and administrative expenses consist primarily of salaries and related benefits, including stock-based compensation. Our general and administrative expenses consisted primarily of payroll expenses for our full-time employees. Other general and administrative expenses include professional fees for auditing, tax, patent costs and legal services.

We expect that general and administrative expenses will increase in the future as we expand our operating activities and incur additional costs associated with being a publicly-traded company and maintaining compliance with exchange listing and Securities and Exchange Commission requirements. These increases will likely include higher consulting costs, legal fees, accounting fees, directors' and officers' liability insurance premiums and fees associated with investor relations.

Total Other Income (Expense)

Total other income (expense) consists primarily of interest income we earn on interest-bearing accounts, and interest expense incurred on our outstanding debt including non-cash interest resulting from the accretion of original issue discount on certain of our outstanding notes. We also received the proceeds of certain research and development tax credits related to EyeGate Pharma S.A.S.

Critical Accounting Policies and Significant Judgments and Estimates

Our management's discussion and analysis of our financial condition and results of operations is based on our financial statements, which we have prepared in accordance with generally accepted accounting principles in the United States (US GAAP). The preparation of these financial statements requires us to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the financial statements, as well as the expenses during the reporting periods. We evaluate these estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Our actual results may differ materially from these estimates under different assumptions or conditions.

While our significant accounting policies are more fully described in Note 2 to our financial statements appearing elsewhere in this prospectus, we believe that the following accounting policies are the most critical for fully understanding and evaluating our financial condition and results of operations.

Accrued Research and Development Expenses

As part of the process of preparing financial statements, we are required to estimate and accrue research and development expenses. This process involves the following:

- communicating with our applicable personnel to identify services that have been performed on our behalf and estimating the level of service performed and the associated cost incurred for the service when we have not yet been invoiced or otherwise notified of actual cost;
- estimating and accruing expenses in our financial statements as of each balance sheet date based on facts and circumstances known to us at the time; and
- periodically confirming the accuracy of our estimates with selected service providers and making adjustments, if necessary.

Examples of estimated research and development expenses that we accrue include:

- fees paid to contract research organizations and investigative sites in connection with clinical studies;
- fees paid to contract manufacturing organizations in connection with non-clinical development, preclinical research, and the production of clinical study materials; and
- professional service fees for consulting and related services.

We base our expense accruals related to non-clinical development, preclinical studies, and clinical trials on our estimates of the services received and efforts expended pursuant to contracts with organizations/consultants that conduct and manage clinical studies on our behalf. The financial terms of these agreements vary from contract to contract and may result in uneven payment flows. Payments under some of these contracts may depend on many factors, such as the successful enrollment of patients, site initiation and the completion of clinical study milestones. Our service providers invoice us as milestones are achieved and monthly in arrears for services performed. In accruing service fees, we estimate the time period over which services will be performed and the level of effort to be expended in each period. If we do not identify costs that we have begun to incur or if we underestimate or overestimate the level of services performed or the costs of these services, our actual expenses could differ from our estimates. To date, we have not experienced significant changes in our estimates of accrued research and development expenses after a reporting period.

However, due to the nature of estimates, we cannot assure you that we will not make changes to our estimates in the future as we become aware of additional information about the status or conduct of our clinical studies and other research activities.

Stock-Based Compensation

We have issued options to purchase our common stock. We account for stock based compensation in accordance with ASC 718, *Compensation — Stock Compensation*. ASC 718 establishes accounting for stock-based awards exchanged for employee services. Under the fair value recognition provisions of ASC 718, share based compensation cost is measured at the grant date based on the fair value of the award and is recognized as expense over the requisite service/vesting period. Determining the appropriate fair value model and calculating the fair value of stock-based payment awards require the use of highly subjective assumptions, including the expected life of the stock-based payment awards and stock price volatility.

We estimate the grant date fair value of stock options and the related compensation expense, using the Black-Scholes option valuation model. This option valuation model requires the input of subjective assumptions including: (1) expected life (estimated period of time outstanding) of the options granted, (2) volatility, (3) risk-free rate and (4) dividends. Because share-based compensation expense is based on awards ultimately expected to vest, it is reduced for estimated forfeitures. ASC 718 requires forfeitures to be estimated at the time of grant and revised, if necessary, in subsequent periods if actual forfeiture rates differ from those estimates. We have estimated expected forfeitures of stock options based on our historical turnover rate and used these rates in developing a future forfeiture rate. If our actual forfeiture rate varies from our estimates, additional adjustments to compensation expense may be required in future periods. In general, the assumptions used in calculating the fair value of stock-based payment awards represent management’s best estimates, but the estimates involve inherent uncertainties and the application of management judgment. As a result, if factors change and we use different assumptions, our stock-based compensation expense could be materially different in the future.

The fair value of stock options issued to employees and non-employees during the year ended December 31, 2012 is measured using the following assumptions:

	<u>Employees</u>	<u>Non-Employees</u>
Expected volatility	73%	65% – 68%
Expected dividend yield	0.00%	0.00%
Expected term (in years)	6 years	7.10 to 9.23 years
Risk-free rate	0.83%	1.18% – 1.78%

Exercise price and fair value of common stock

The fair value of the shares of common stock that underlie the stock options we have granted under the various plans outstanding has historically been determined by our board of directors based upon information available to it at the time of grant. Because, prior to this offering, there has been no public market for our common stock, our board of directors determined the fair value of our common stock by utilizing, among other things, recent or contemporaneous valuation information available to it. All options have been granted at exercise prices not less than the fair value of the underlying shares on the date of grant.

Expected volatility

We compute volatility under the “calculated value method” of ASC 718 by utilizing the average of a peer group comprised of publicly-traded companies and expect to continue to do so until we have adequate historical data regarding the volatility of our traded stock price. The peer group was determined based upon companies considered to be direct competition or having been presented by independent parties as a “comparable” company based upon market sector. In determining a comparable, we have excluded “large-cap” entities.

Expected term

Since adopting ASC 718, we have been unable to use historical employee exercise and option expiration data to estimate the expected term assumption for the Black-Scholes grant-date valuation. We have therefore utilized the “simplified” method, as prescribed by the SEC’s Staff Accounting Bulletin No. 107, *Share-Based Payment*, to estimate on a formula basis the expected term of our stock options considered to have “plain vanilla” characteristics.

Risk-free interest rate

We utilize the Federal Reserve Board’s published Treasury Constant Maturity rate which most closely matches the option term.

Expected dividend yield

Our Board of Directors historically has not declared cash dividends and does not expect to issue cash dividends in the future. We therefore use an expected dividend yield equal to zero.

Significant Factors Used in Determining the Fair Value of Our Common Stock

The fair value of the shares of common stock that underlie the stock options we have granted under the plan has historically been determined by our board of directors based upon information available to it at the time of grant. Prior to December 31, 2011, our board of directors did not conduct any formal valuation procedure or commission any third party valuation or appraisal in connection with its determinations of the fair value of its common stock. Our board of directors considered the most persuasive evidence of fair value to be the prices at which our securities were sold in actual arms’ length transactions. Our board of directors also considered numerous objective and subjective factors in the assessment of fair value, including reviews of our business and financial condition, the conditions of the industry in which we operate and the markets that we serve and general economic, market and United States and global capital market conditions, an analysis of publicly traded peer companies, the lack of marketability of our common stock, the likelihood of achieving a liquidity event for the shares of common stock underlying the stock options in question, such as an initial public offering or sale, the preferences and privileges of the preferred stock and common stock, the status of strategic initiatives being undertaken by our management and board of directors and, after December 31, 2011, independent third party valuations of our common stock. All options have been granted at exercise prices not less than the fair value of the underlying shares on the date of grant.

During the three months ended March 31, 2014, we did not grant any options. During the year ended December 31, 2013, we did not grant any options. During fiscal year 2012, we granted options to purchase shares of our common stock as follows:

Equity-based compensation awards since January 1, 2012

Date of grant	Aggregate number of shares subject to award	Award recipients	Exercise price	Fair value of common stock
March 23, 2012	20,000 shares of common stock	a consultant	\$ 0.059	\$ 0.059
November 1, 2012	91,740 shares of common stock	a director	\$ 0.059	\$ 0.059
December 21, 2012	675,000 shares of common stock	2 executive employees, 4 non-executive employees and 3 directors	\$ 0.059	\$ 0.059

Other Information

Net Operating Loss Carryforwards

As of December 31, 2013, we have federal and state income tax net operating loss (“NOL”) carryovers of approximately \$32.5 million and \$23.6 million, respectively, which will expire at various dates through 2033. As of December 31, 2013, we also has federal, state and foreign research and development tax credit carryforwards of approximately \$895,000, \$410,000, and \$25,000, respectively, to offset future income taxes, which expire at various times through 2033.

Under Section 382 of the Internal Revenue Code of 1986, as amended, or the Code, if a corporation undergoes an “ownership change” (generally defined as a greater than 50% change (by value) in its equity

ownership over a three year period), the corporation’s ability to use its pre-change net operating loss carryforwards and other pre-change tax attributes to offset its post-change income may be limited. We have not completed a study to determine the impact of this ownership change on our NOL carryforwards under Section 382 of the Code. If we experience a Section 382 ownership change in connection with this offering or as a result of future changes in our stock ownership, some of which changes are outside our control, the tax benefits related to the NOL carryforwards may be further limited or lost.

JOBS Act

On April 5, 2012, the Jumpstart Our Business Startups Act of 2012, or the JOBS Act, was enacted. Section 107 of the JOBS Act provides that an “emerging growth company” can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act of 1933, as amended, or the Securities Act, for complying with new or revised accounting standards. In other words, an “emerging growth company” can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies. We have irrevocably elected not to avail ourselves of this extended transition period and, as a result, we will adopt new or revised accounting standards on the relevant dates on which adoption of such standards is required for other public companies.

We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, as an “emerging growth company,” we intend to rely on certain of these exemptions, including without limitation, (i) providing an auditor’s attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board (PCAOB) regarding mandatory audit firm rotation or a supplement to the auditor’s report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an “emerging growth company” until the earliest of (a) the last day of the fiscal year in which we have total annual gross revenues of \$1 billion or more, (b) the last day of our fiscal year following the fifth anniversary of the date of the completion of this offering, (c) the date on which we have issued more than \$1 billion in nonconvertible debt during the previous three years or (d) the date on which we are deemed to be a large accelerated filer under the rules of the Securities and Exchange Commission.

Temporary Equity and Non-Controlling Interest

Certain of our convertible preferred stock issuances were directly sold by EyeGate S.A.S., resulting in a non-controlling interest. Such non-controlling interest and the related convertible preferred stock are classified as temporary equity on our consolidated balance sheet, and we record the interest in the earnings or loss of the subsidiary not attributable to us as net income (loss) attributable to non-controlling interests in the consolidated statements of operations and comprehensive loss.

Results of Operations

Comparison of three months ended March 31, 2014 and 2013

The following table summarizes the results of our operations for the three months ended March 31, 2014 and 2013:

	Quarter Ended March 31,		Change
	2014	2013	
Operating expenses:			
Research and development	217,868	564,906	(347,038)
General and administrative	656,216	426,421	229,795
Total operating expenses	874,084	991,327	(117,243)
Other (expense), net:	(28,808)	(114,811)	86,003
Net loss	(902,892)	(1,106,138)	203,246
Net income attributable to non-controlling interest	(58,948)	(57,977)	(971)
Net loss to the company	(961,840)	(1,164,115)	202,275

Research and Development Expenses. Research and development expenses were \$0.218 million for the quarter ended March 31, 2014 compared to \$0.565 million for the quarter ended March 31, 2013. The reduction of \$0.347 million in costs was primarily due to a decrease in clinical trials of our EGP-437 Combination Product in 2014. There was a reduction of costs of \$0.295 million from the completion of the Phase 3 non-infectious anterior uveitis trial in April 2013. There was a further reduction in costs of \$0.050 million from a reduction in clinical operations staff.

General and Administrative Expenses. General and administrative expenses were approximately \$0.656 million for the quarter ended March 31, 2014, compared to \$0.426 million for the quarter ended March 31, 2013. The increase of approximately \$0.230 million is primarily consisted of a loss on cancellation of Shareholders' note receivable of \$0.201 million. Also, an increase in payroll related costs of \$0.049 million is the net result of a reduction in staff and a payroll bonus accrual. There was a reduction in consulting costs of \$0.029 million including travel and conference expenses.

Other Income (Expense). Total other income (expense) was (\$28,808) for the quarter ended March 31, 2014. This expense is related to interest. The quarter ended March 31, 2013 Other Expense is entirely related to interest as well.

Upcoming Funding Requirements and Expectations. We intend to use the net proceeds of this offering for research and development activities, including our planned clinical trials of our EGP-437 Combination Product and for working capital and other general corporate purposes.

Comparison of Years Ended December 31, 2012 and 2013

The following table summarizes the results of our operations for the years ended December 31, 2012 and 2013:

	<u>Year Ended December 31,</u>		<u>Change</u>
	<u>2013</u>	<u>2012</u>	
Operating expenses:			
Research and development	1,010,268	3,034,397	(2,024,129)
General and administrative	2,087,637	2,817,851	(730,214)
Total operating expenses	<u>3,097,905</u>	<u>5,852,248</u>	<u>(2,754,343)</u>
Other (expense), net:	(584,680)	43,875	(628,555)
Net (loss)	<u>(3,682,585)</u>	<u>(5,808,373)</u>	<u>(2,125,788)</u>
Net income attributable to non-controlling interest	(196,862)	(225,722)	28,860
Net (loss) to the company	<u>(3,879,447)</u>	<u>(6,034,095)</u>	<u>(2,154,648)</u>

Research and Development Expenses. Research and development expenses were \$1.0 million for the year ended December 31, 2013 compared to \$3.0 million for the year ended December 31, 2012. The reduction of \$2.0 million in costs was primarily due to a decrease in clinical trials of our EGP-437 Combination Product in 2013. There was a reduction of costs of \$1.7 million from the completion of the Phase 3 non-infectious anterior uveitis trial in April 2013. There was a further reduction in costs of \$0.2 million from the completion of a proof-of-concept trial for our EGP-437 Combination Product in 2012. There was a reduction of \$0.1 million associated to a reduction in manufacturing of product for the clinical trials and a reduction in consulting and research and development payroll related expenses.

General and Administrative Expenses. General and administrative expenses were approximately \$2.1 million for the year ended December 31, 2013, compared to \$2.8 million for the year ended December 31, 2012. The decrease of approximately \$0.7 million was primarily related to a drop in lease costs of \$0.5 million from our move to a 2,390 square foot office space in January 2013 when our lease expired on a 12,200 square foot lab and office facility. Also, a reduction in payroll related costs of \$0.3 million and a reduction in miscellaneous costs of \$0.1 million including travel and conference expenses contributed to the decrease in costs from 2012 to 2013. These cost reductions were offset by an increase in costs of \$0.2 million related to EGP-437 marketing studies, legal and accounting costs in 2013.

Other Income (Expense). Total other income (expense) was (\$584,680) for the year ended December 31, 2013 and primarily consisted of (\$611,386) in interest expense which occurred as a result of us issuing convertible promissory notes in December 2012 and again in July and December 2013. These notes contain

both a coupon interest expense as well as non-cash interest charges of approximately \$533,000 resulting from original issue discount on the notes issued in 2012.

Upcoming Funding Requirements and Expectations. We intend to use the net proceeds of this offering for research and development activities, including our planned clinical trials of our EGP-437 Combination Product and for working capital and other general corporate purposes.

Liquidity and Capital Resources

We have funded our operations since inception through the issuance of convertible preferred stock and convertible promissory notes and, to a lesser extent, through research and development tax credits. Through December 31, 2013, we had raised a total of \$52.3 million from such sales of our equity securities and debt instruments and through March 31, 2014, we had raised a total of \$52.62 million from such sales of our equity securities and debt instruments.

At December 31, 2013, we had cash and cash equivalents totalling \$0.5 million and at March 31, 2014, we had cash and cash equivalents totaling \$0.5 million.

The following table sets forth the primary sources and uses of cash for the three months ended March 31, 2014 and 2013 and for the years ended December 31, 2012 and 2013:

	<u>Three month ended March 31,</u>		<u>Year ended December 31,</u>	
	<u>2014</u>	<u>2013</u>	<u>2013</u>	<u>2012</u>
Cash used in operating activities	\$ (431,098)	\$ (860,046)	\$ (2,957,615)	\$ (5,221,887)
Cash used in investing activities	—	—	—	—
Cash provided by financing activities	446,151	492,121	1,461,092	(75,406)

Comparison of Quarters Ended March 31, 2013 and 2014

Operating Activities. Net cash used in operating activities was \$0.431 million for the three months ended March 31, 2014, compared to net cash used in operating activities of \$0.860 million for the three months ended March 31, 2013. The primary use of cash was to fund operating losses of \$0.900 million in 2014 off-set in part by \$0.023 million in stock based compensation charges and a loss on cancellation of shareholders' note receivable of \$200,758 in 2014 and for the three months ended March 31, 2013 net losses of \$1.106 million offset in part by non-cash compensation charges \$0.044 million and a decrease in restricted cash of \$152,525, and non-cash interest expense of \$104,285.

Financing Activities. On February 28, 2014, we received proceeds of \$446,151 from the issuance of unsecured convertible promissory notes under the 2013 Note Purchase Agreement. In April 2014, we received additional proceeds of \$16,667 for additional 2013 Notes. For the quarter ended March 31, 2013, we received proceeds of \$490,803 from the issuance of unsecured convertible promissory notes under the 2012 Note Purchase Agreement.

On June 6, 2014, we entered into a Convertible Promissory Note and Warrant Purchase Agreement ("2014 Note Purchase Agreement"), pursuant to which we could issue up to an aggregate principal amount of \$2,000,000 of unsecured promissory notes (the "2014 Notes") to certain stockholders. The 2014 Notes mature on June 6, 2015, and accrue interest at a rate of 12% per annum. In the event that we issue equity securities resulting in gross proceeds to us of at least \$5 million prior to maturity, all outstanding principal and accrued and unpaid interest under the 2014 Notes will automatically convert into the class of equity securities issued in such offering, as applicable, in connection with the closing of the first sale of our equity securities at a conversion price equal to 70% of the sale price of such class of equity securities issued in such offering. In the event that we consummate a "Sale", as defined therein, we will, while the 2014 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding thereunder, immediately prior to the closing, convert all outstanding principal and interest under the 2014 Notes into shares of our Series D Preferred Stock at 70% of the Series D Preferred Stock original issuance price. In connection with the 2014 Note Purchase Agreement, we and each holder of the 2012 Notes and the 2013 Notes executed and delivered an amended and restated promissory note (collectively, the "Amended and Restated Notes") in the principal amount of the sum of all outstanding principal and accrued and unpaid interest as of June 6, 2014. The Amended and Restated Notes have the same terms as the 2014 Notes. The 2014 Notes will convert into shares of our common stock upon the closing of this offering at a conversion price equal to 70%

of the initial public offering price. We also issued to each holder of a 2014 Note and for the 2014 Note Holders that have a 2012 Note and/or a 2013 Note restated and amended, a warrant exercisable for our common stock if we consummate an initial public offering of our common stock ("IPO") on or prior to December 31, 2014 or shares of our Series D Preferred Stock at the original issuance price if the IPO is not consummated on or prior to December 31, 2014 or if we are sold in 2014 in an M&A transaction consummated prior to the closing of the IPO. The number of shares subject to such warrant shall be equal to (1) the sum of (a) the principal amount plus any accrued and outstanding interest of any Amended and Restated Notes of any holder or affiliates, as defined, and (b) the principal amount plus any accrued and outstanding interest of any 2014 Notes of such holder issued by us, divided by (2) the original issue price of the Series D Preferred Stock or common stock at the IPO price.

On June 6, 2014 and July 17, 2014, we issued 2014 Notes in an aggregate principal amount of approximately \$995,000 pursuant to the initial tranche under the 2014 Note Purchase Agreement. A second tranche under the 2014 Note Purchase Agreement is expected to be issued prior to the end of September 2014, but if this offering closes prior to a closing of such second tranche, we do not plan on consummating the second tranche.

Comparison of Years Ended December 31, 2012 and 2013

Operating Activities. Net cash used in operating activities was \$2.96 million for the year ended December 31, 2013, compared to net cash used in operating activities \$5.2 million for the year ended December 31, 2012. The primary use of cash was to fund operating losses of \$3.7 million in 2013 off-set in part by \$0.7 million in non-cash interest and compensation charges in 2013 and 2012 net losses of \$5.8 million offset in part by non-cash compensation charges \$0.4 million.

Financing Activities. In December 2012, we issued convertible promissory notes (the "2012 Notes") at a discount to existing investors. We received \$525,000 in proceeds. The 2012 Notes were issued with an interest rate of 8% per annum, and we have a re-payment obligation of \$1,058,270 in principal plus accrued interest. The 2012 Notes had an initial maturity date of December 10, 2013, which was initially extended to June 10, 2014 on December 2, 2013.

On July 20, 2013, we entered into a Convertible Promissory Note Purchase Agreement ("Note Purchase Agreement"), pursuant to which we could issue up to an aggregate principal amount of \$1,500,000 of unsecured promissory notes to certain investors. On July 29, 2013, we issued \$968,970 in convertible promissory notes, a second tranche of which were issued on February 28, 2014 in which we issued \$463,059 in convertible promissory notes (collectively, the "2013 Notes"). The 2013 Notes accrued interest at the rate of 8% per annum and have a scheduled maturity date of July 29, 2014.

Funding Requirements and Other Liquidity Matters

Our EGP-437 Combination Product is still in clinical development. We expect to continue to incur significant expenses and increasing operating losses for the foreseeable future. We anticipate that our expenses will increase substantially if and as we:

- seek marketing approval for our EGP- 437 Combination Product;
- establish a sales and marketing infrastructure to commercialize our EGP-437 Combination Product in the United States, if approved;
- maintain, leverage and expand our intellectual property portfolio; and
- add operational, financial and management information systems and personnel, including personnel to support our product development and future commercialization efforts.

We expect that the net proceeds from this offering, together with our existing cash and cash equivalents, will enable us to fund our operating expenses and capital expenditures requirements for eighteen months following the closing of this offering. We have based this estimate on assumptions that may prove to be wrong, and we may use our available capital resources sooner than we currently expect. Because of the numerous risks and uncertainties associated with the development and commercialization of our EGP-437 Combination Product, if approved, we are unable to estimate the amounts of increased capital outlays and operating expenses associated with completing the development of our EGP-437 Combination Product.

Our future capital requirements will depend on many factors, including:

- the costs, timing and outcome of regulatory review;
- the costs of future commercialization activities, including product sales, marketing, manufacturing and distribution, for our EGP-437 Combination Product, if approved;
- the revenue, if any, received from commercial sales of our EGP-437 Combination Product, if approved; and
- the costs of preparing, filing and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims.

Until such time, if ever, as we can generate substantial product revenues, we expect to finance our cash needs through a combination of equity offerings, debt financings, collaborations, strategic alliances and licensing arrangements. We do not have any committed external source of funds. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our stockholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect your rights as a common stockholder. Debt financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through collaborations, strategic alliances or licensing arrangements with pharmaceutical partners, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates, including our EGP-437 Combination Product, or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we may be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market EGP-437 that we would otherwise prefer to develop and market ourselves.

Off-Balance Sheet Arrangements

We have no material off-balance sheet arrangements at March 31, 2014, December 31, 2013 or December 31, 2012.

Contractual Obligations

The following table summarizes our contractual obligations at March 31, 2014:

	<u>Total</u>	<u>Less than 1 year</u>	<u>1 to 3 years</u>	<u>3 to 5 years</u>	<u>More than 5 years</u>
Convertible promissory notes due to stockholders	\$ 2,473,391	2,473,391	—	—	—
Royalty license commitment ¹	\$ 4,702,500	382,500	330,000	607,500	3,382,500

¹ Pursuant to the terms of the Amended and Restated License Agreement with the University of Miami and its School of Medicine, dated as of December 16, 2005.

BUSINESS

Overview

We are a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. EGP-437, our first and only product in clinical trials, incorporates a reformulated topically active corticosteroid, dexamethasone phosphate, that is delivered into the ocular tissues through our proprietary innovative drug delivery system, the EyeGate® II Delivery System. EGP-437 is being developed under the 505(b)(2) New Drug Application, or NDA, regulatory pathway for drugs submitted for approval to the U.S. Food and Drug Administration, or FDA, which enables an applicant to rely, in part, on the FDA's findings of safety and efficacy for an existing product, or published literature, in support of its NDA. An example of an existing product on which we believe that we can rely, in part, for a 505(b)(2) NDA filing is Decadron®, a topical dexamethasone formulation. We selected prednisolone acetate ophthalmic suspension (1%), or PA, due to a communication received from the FDA, dated December 3, 2007, which stated that the FDA recommends that prednisolone acetate ophthalmic suspension 1%, or PA, administered at least four times per day, be the positive control agent for the treatment of anterior uveitis. An Investigational New Drug application, or IND (IND 77,888), for EGP-437 was submitted to the FDA on April 28, 2008, which was subsequently amended as described below in this "Business" section under the heading "Clinical Trial Results."

The EyeGate® II Delivery System and EGP-437, are designed to address two major issues in ophthalmic medicine: lack of patient compliance and safety. The EyeGate® II Delivery System features a compact, elegant, and easy-to-use device that we believe has the potential to deliver drugs non-invasively and quickly into the ocular tissues through the use of iontophoresis, which can accelerate the onset of action, dramatically reduce treatment frequency versus eye drops and sustain therapeutic effect. Iontophoresis employs the use of a low electrical current that promotes the migration of a charged drug substance across biological membranes. The current produces ions, which through electrorepulsion, drive a like-charged drug substance into the tissues. The EyeGate® II Delivery System is easy-to-use, only takes a few minutes to employ and has been utilized to administer more than 1,700 experimental treatments. We hold worldwide commercialization rights to the EyeGate® II Delivery System.

Initially, we are developing EGP-437 for the treatment of non-infectious anterior uveitis, a debilitating form of intraocular inflammation of the anterior portion of the uvea, such as the iris and/or ciliary body. We intend to expand the use of EGP-437 to other inflammatory ocular indications such as, dry eye, where a deficiency in either the volume or composition of the tear film can produce an immune-based inflammation of the ocular surface, macular edema, an abnormal thickening of the macula associated with the accumulation of excess fluids in the extracellular space of the neurosensory retina, and seasonal allergic conjunctivitis, which involves an acute or subacute condition characterized by self-limited signs and symptoms that become persistent with repeated allergen exposure during pollen season. The hallmark signs and symptoms of seasonal allergic conjunctivitis are itching, redness and lid swelling along with tearing, mucous discharge and burning. Our first pivotal Phase 3 clinical trial relating to the treatment of non-infectious anterior uveitis has been completed, and we anticipate that an additional or confirmatory Phase 3 trial will be sufficient to support the FDA registration of the combined EGP-437 and the EyeGate® II Delivery System, or the EGP-437 Combination Product. We anticipate initiating this confirmatory Phase 3 trial in the second half of 2014 and completing it in the first half of 2016. Subject to regulatory approval, we hope for a U.S. commercial launch of the EGP-437 Combination Product for non-infectious anterior uveitis in 2017. In comparison to existing treatments for non-infectious anterior uveitis, we believe that patients may benefit from the potential elimination of demanding dosing schedules, rapid relief of symptoms, increased comfort and reduced side effects. Physician benefits may include increased control of patient compliance, rapid onset of action, and increased office efficiency. The EyeGate® II Delivery System has the potential to offer a non-invasive method of drug delivery as an alternative to the current delivery modalities used for treating ocular diseases, such as eye drops and ocular injections. In-office preparation is simple and efficient and can be completed by nursing or other office staff. Utilizing the EyeGate® II Delivery System, we have demonstrated in vivo (preclinical) the ability to deliver a wide range of molecules from small molecules to biologics (such as antibodies) to the front and back of the eye.

We are also exploring the potential use of the EyeGate® II Delivery System to provide a non-invasive solution for treating other, more prevalent retinal diseases, like age-related macular degeneration, for which the two primary drug treatments accounted for annual worldwide sales of approximately \$6.1 billion in 2013.

Program	Indication	Current Status	Near-term Milestones
EGP-437	Anterior Uveitis	<ul style="list-style-type: none"> Phase 1-2 proof of concept trial completed Phase 3 pivotal trial completed 	<ul style="list-style-type: none"> Complete confirmatory Phase 3 pivotal trial
	Dry Eye	<ul style="list-style-type: none"> Two trials completed (Phase 2 & Phase 3) (Stress Environment) 	
	Cataract Surgery	<ul style="list-style-type: none"> Phase 2 proof of concept trial completed (prophylactic) 	
	General		<ul style="list-style-type: none"> Assess and initiate Phase 2 proof of concept trial(s) Initiate corneal endothelial cell count safety trial Complete drug manufacturing validation batches
Research		<ul style="list-style-type: none"> Demonstrated <i>in vivo</i> delivery of multiple therapeutic classes 	<ul style="list-style-type: none"> Select Candidate Complete formulation work Initiate and complete preclinical studies Initiate and complete IND enabling studies Submit IND

Our Strategy

Our goal is to become a leading specialty pharmaceutical company focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. The key elements of this strategy are to:

- Complete clinical development of and obtain marketing approval for our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis.* Currently, we are devoting most of our efforts to completing the clinical development of our EGP-437 Combination Product. We are initiating the confirmatory Phase 3 trial evaluating the safety and efficacy of our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis. We have begun preparatory work and plan to enroll the first subject by the end of 2014. Based on our estimates regarding subject enrollment, we expect to have top-line data for this trial by mid-year 2016. We also expect to initiate a separate safety study in early 2015. If the results of our confirmatory Phase 3 trial and our separate safety study are favorable, we plan to submit an NDA to the FDA by the end of 2016, and hope to obtain approval of our EGP-437 Combination Product for the treatment of non-infectious anterior uveitis by the end of 2017.
- Expand use of our EGP-437 Combination Product for additional ocular indications.* As an anti-inflammatory agent, our EGP-437 Combination Product has the potential to be used to treat other diseases of the eye that have an inflammatory component, like dry eye, seasonal allergic conjunctivitis, scleritis and macular edema. We are evaluating these ocular inflammatory diseases to determine which one to pursue in the near future first. We expect to have top-line data from at least one Phase 2 proof-of-concept study for an additional indication by the end of 2015.
- Maximize commercial potential of our EGP-437 Combination Product.* We believe that medical specialists in the U.S. who treat anterior uveitis patients are sufficiently concentrated that if our EGP-437 Combination Product receives marketing approval in the U.S., we could effectively promote our EGP-437 Combination Product to these specialists with a specialty sales and marketing group. Therefore, we may decide to build our own focused, specialty pharmaceutical sales force in order to commercialize our EGP-437 Combination Product in the U.S. We intend to enter into strategic collaborations for the development and commercialization of our EGP-437 Combination Product outside of the U.S.

- *Utilize the EyeGate® II Delivery System platform to build a pipeline of product candidates for the treatment of eye diseases.* Although, our initial clinical development has been with a corticosteroid, EGP-437, we have demonstrated in vitro and in vivo (preclinical) that the system is capable of delivering a wide variety of drug types including small molecules, oligonucleotides, peptides, proteins, and nanoparticles. We plan to continue to formulate both existing and novel therapeutics for delivery with our platform in order to expand our product pipeline.
- *Pursue other strategic collaborations.* We plan to evaluate opportunities to enter into collaborations that may contribute to our ability to advance our drug delivery platform and product candidates and to progress concurrently a range of discovery and development programs. We also plan to evaluate opportunities to in-license or acquire the rights to other products, product candidates or technologies for the treatment of eye diseases.

Ophthalmic Market Opportunity

Ophthalmology is a specialty market with commercial and regulatory dynamics that make it possible for small or medium sized companies like us to develop and commercialize products on our own. We believe that the specialists in the U.S. who treat ocular diseases are sufficiently concentrated that we could effectively promote our products with a specialty sales and marketing group.

Our Lead Product: EGP-437

EGP-437 is an anti-inflammatory drug candidate that is delivered by the EyeGate® II Delivery System which has the potential to provide a non-invasive alternative to the existing standard of care. Many front of the eye diseases such as non-infectious anterior uveitis and seasonal allergic conjunctivitis are acute inflammatory conditions. The current standard of care to treat ocular surface and anterior segment inflammation is patient administered corticosteroids in the form of eye drops. Topical corticosteroids suffer from a number of drawbacks including low ocular bioavailability, rapid clearance and steroid-related side effects including elevated intraocular pressure, or IOP, or cataract formation.

For example, to achieve a successful therapeutic outcome when treating non-infectious anterior uveitis, patients must follow a rigorous dosing schedule for four to six weeks. At a minimum, patients are required to give themselves at least 154 treatments of the standard of care over this period. Given this heavy burden, patient non-compliance is prevalent and is the main cause of treatment failure. Treatment failures may lead to complications causing temporary or permanent loss of vision. When topical treatments fail due to lack of compliance or inadequate response, the alternative is more aggressive steroid therapy, such as ocular and intravenous injections, which is often associated with steroid-related adverse effects such as elevated IOP and cataract formation. Thus, the significant unmet needs in this treatment category include:

- Improving patient compliance which is the main cause of treatment failure which can lead to temporary or permanent loss of vision;
- Eliminating the patient treatment burden of at least 154 eye drops or more for many patients over four to six weeks; and
- Reducing treatment related side effects including elevated IOP.

We believe that our EGP-437 Combination Product has the potential to address these unmet needs by only requiring two or three in-office treatments provided by the eye care provider thereby mitigating the patient compliance issues and substantially reducing the burden of care. Additionally, our clinical trials to date appear to demonstrate a good safety profile, including minimal impact on IOP, and a reduction of inflammation that was demonstrated in four randomized, double-masked clinical studies using our EGP-437 Combination Product.

We recently announced results from a Phase 3 trial of the EGP-437 Combination Product in the lead indication of non-infectious anterior uveitis. The study suggests that two iontophoretic treatments of our EGP-437 Combination Product over a 4-week period achieved the same response rate as 154 drops of PA, and with fewer incidences of elevated IOP. Although we achieved the same response rate in our Phase 3 trial, the dose of the EGP-437 Combination Product tested was just outside the pre-set non-inferiority margin and did not achieve statistical significance as compared to the positive control based on the primary efficacy endpoint.

We have global rights to the EGP-437 Combination Product and, subject to regulatory approval, expect to commercially launch our EGP-437 Combination Product in the U.S. during 2017 for the treatment of non-infectious anterior uveitis. Additionally, we plan to develop our EGP-437 Combination Product for the treatment of additional high value ocular indications that have an inflammatory component, such as dry eye, seasonal allergic conjunctivitis and macular edema.

Rationale for Delivery of Dexamethasone Phosphate via the EyeGate Delivery System

Corticosteroid therapy, administered topically, locally and/or systemically, along with cycloplegics, is the mainstay of treatment for non-infectious anterior uveitis. In most cases, corticosteroid therapy needs to be administered frequently, from every 15 minutes to every hour, especially in the acute stages of inflammation, with treatment being tapered as the inflammation subsides. The bioavailability of corticosteroids following topical application to the ocular surface is limited by numerous factors, including the eyelids, tear flow, and a biological barrier, the cornea. Following topical instillation of a drug to the eye, about 75% of the dose either runs off or is squeezed out of the eye; that which remains is diluted about three times, and the excess is blinked into the nasolacrimal system where it is absorbed into the circulation. The lipophilic corneal epithelium also impedes the penetration of water-soluble drugs, such as dexamethasone sodium phosphate. Poor control in the acute phase of uveitis often results in relapse and/or chronicity, which leads to long-term use of topical or systemic corticosteroids with attendant adverse effects, which include:

- Elevated IOP;
- Posterior subcapsular cataract;
- Adrenal suppression; and
- Increased susceptibility to corneal infection.

Attempts have been made to reformulate topical drops to provide enhanced ocular tissue penetration by such things as increasing the drug concentration, increasing residency time and adding permeability enhancers. These approaches are typically limited by ocular tolerance. To date, drug levels in the anterior chamber remain relatively low after the administration of eye drops, regardless of agent or formulation used. Intraocular steroid implants are not a viable option for non-infectious uveitis confined to the anterior chamber due to their long residence time in the eye and, thus, the possibility of adverse events such as cataracts. For these reasons, alternate methods of delivering anti-inflammatory agents to the anterior chamber of the eye are of great interest.

To achieve adequate therapeutic levels of dexamethasone in the anterior segment in patients with non-infectious anterior segment uveitis, while at the same time minimizing systemic distribution, we have developed an ocular iontophoresis device that we believe is designed to more effectively provide adequate drug levels in the anterior segment of the eye than conventional methods. Delivery of therapeutic agents using ocular iontophoresis has been of interest as a means of non-invasively achieving higher drug levels within the eye by promoting the migration of a charged drug substance across biological membranes with a low electrical current. The current produces ions, which via electrorepulsion, drive a like-charged drug substance into the ocular tissues.

The EyeGate® II Delivery System applicator utilizes an inert electrode, which stimulates the electrolysis of water to produce ions (hydroxide or hydronium) that are required to deliver charged molecules. The EyeGate® II Delivery System delivery platform requires custom pharmaceutical formulations to enable delivery efficiency and safety while allowing for potential novel intellectual property.

The EyeGate® II Delivery System produces higher intraocular concentrations than topical administrations as demonstrated in rabbits, and the “depot effect” from the higher concentrations in the eye tissues results in a sustained level after a single application. The data from multiple clinical trials suggests that EGP-437 does not significantly raise mean IOP at the time points evaluated during the study period.

Follow-on Product: Back-of-the-eye

We have demonstrated in clinical trials the effect of utilizing iontophoresis to deliver drugs into the eye. Our non-invasive and proprietary EyeGate® II Delivery System is designed to deliver optimal quantities of drugs to the anterior or posterior segments of the eye. Although, our initial clinical development has been with

a corticosteroid, EGP-437, we have demonstrated in vitro and in vivo (preclinical studies) that the delivery system is capable of delivering a wide variety of drug types including small molecules, oligonucleotides, peptides, proteins, and nanoparticles.

We have performed numerous preclinical biodistribution studies that have shown the successful delivery of significant quantities of some of the previously mentioned drug types in various ocular tissues including the retina, vitreous and choroid.

The Unmet Need

Currently, the only primary route of administration for drugs treating retinal diseases is through intravitreal injection into the vitreous of the eye. These injections must be given as frequently as once per month when treating chronic diseases like macular degeneration. Unfortunately, there are known drawbacks associated with administering intravitreal injections such as:

- Safety risks
- Adverse patient experience
- Physician practice

Safety Risks

The American Academy of Ophthalmology has published a policy statement stating that intravitreal injections of various agents have been studied extensively, and the overall risk of complications is low when the injection is administered by experienced ophthalmologists. However, per this policy statement, known risks of intravitreal injections can be vision threatening and require prompt diagnosis and treatment, and possibly surgical intervention. The most serious but rarely occurring injection-related complications include acute-onset endophthalmitis, pseudo-endophthalmitis, cataract development/progression, retinal detachment and hemorrhage.

Additional infrequent complications include hypotony, angle closure, hemiretinal vein occlusion, retinal pigment epithelial tears, iritis/uveitis, optic disc atrophy, corneal epitheliopathy, maculopathy, and anaphylactic reaction to the agent injected in the vitreous.

Patient Experience

Other than the aforementioned risks associated with an intravitreal injection in the eye there are other factors influencing the patient experience, such as:

- Travel time — There are a limited number of ophthalmologists that provide the treatment which means limited number of facilities where treatment can be given which can result in significant travel time for some patients.
- Companion required — Invasive procedures prevent patients from travelling home alone.
- Extended office time — Additional assessments and monitoring are required prior to discharge.

With monthly injections, a 75 year old patient with a life expectancy of another additional 13 years would need approximately 150 intravitreal injections.

Physician Practice

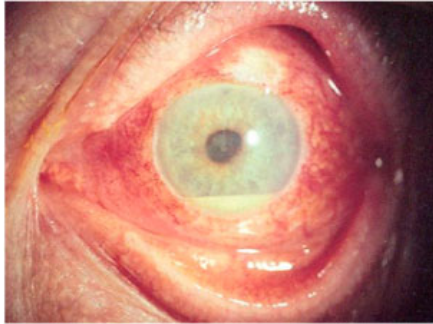
Because of the potential safety issues, intravitreal injections can be time and labor intensive and should be administered by an experienced ophthalmologist. Combined, these factors limit the number of patients that can be treated and strains the resources of physician offices. The increased number of indications being approved for treatment by intravitreally injected drugs and the aging population will dramatically increase this strain.

The EyeGate® II Delivery System could potentially reduce the impact of the issues described above by providing eye care practitioners and patients with a non-invasive solution for treating retinal diseases like age-related macular degeneration. The treatment with our EyeGate® II Delivery System can be administered by a wider group of eye care practitioners than currently giving intravitreal injections and reduces the risks associated with invasive procedures. In-office preparation is simple and efficient and can be completed by nursing or other office staff with actual dosing taking approximately three minutes and total treatment time including preparation taking about seven minutes per eye.

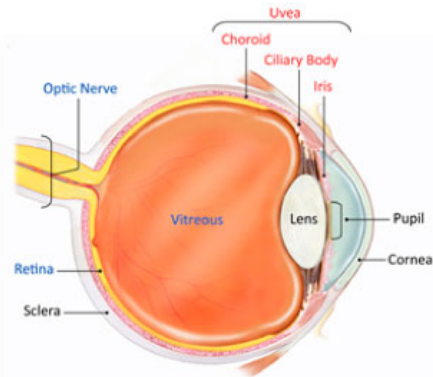
Targeted Indications

EGP-437: Non-Infectious Anterior Uveitis

Uveitis is a general term for inflammation of the uveal tract and encompasses a wide range of etiologies. It may be idiopathic, associated with systemic diseases or result from a variety of infectious agents. An annual estimated 17.6% of active uveitis patients experience transient or permanent loss of vision. Uveitis is responsible for more than 2.8% of cases of blindness in the U.S., making this disorder an important cause of vision loss and impairment. Non-infectious anterior uveitis is a debilitating form of intraocular inflammation of the anterior portion of the uvea, such as the iris and/or ciliary body and is the most common form of uveitis. Incidence in the U.S. ranges from approximately 26.6 – 102 per 100,000 adults annually with recent reports indicating occurrence in all age groups with the highest incidence in those over age 65 years. Chronic or recurrent, anterior uveitis may lead to complications such as posterior subcapsular cataract, glaucoma and macular edema.



Inflammation can be classified as either acute or chronic. Acute inflammation is the initial response of the body to harmful stimuli and is achieved by the increased movement of plasma and white blood cells from the blood into the injured tissues, in this case the uvea. Sometimes, the inflammation associated with anterior uveitis is in response to a real infection. This is known as infectious anterior uveitis. However, anterior uveitis often occurs for no apparent reason as the result of the immune system malfunctioning and triggering the process of inflammation even though no infection is present. This is known as non-infectious anterior uveitis. Patients that have anterior uveitis, exhibit a large number of white blood cells in the anterior chamber of the eye. In order to count these cells in the anterior chamber, the physician uses a slit lamp, an instrument consisting of a high-intensity light source that can be focused to shine a thin sheet of light into the eye. The treatment objective is to eliminate the inflammation of the uvea which can be confirmed by an anterior chamber cell count of zero.



EGP-437: Dry Eye

Dry eye syndrome (DES), is the most prevalent form of ocular discomfort and irritation. In the U.S., it has been estimated that as many as approximately 3.2 million women and approximately 1.7 million men over the age of 50 have dry eye. In addition, tens of millions more experience a mild form of dry eye or episodic

problems with dry eye, usually associated with external stimuli. With the aging population in the U.S. and other countries of the developed world, and with increasing computer use, dry eye is expected to become more prevalent.

While intermittent DES can be related to external environmental factors, the chronic condition is related to internal factors, such as hormonal imbalance, autoimmune disease, the use of many widely prescribed systemic medications, anatomical changes or trauma, and aging. The fundamental (and most likely the causative) problem behind chronic DES is deficiency in either the volume or composition of the tear film. Problems related to the tear film produce an immune-based inflammation of the ocular surface. Symptoms of chronic DES can range from a mildly irritating condition to loss of function and productivity, pain, light sensitivity, and the misery that accompanies significantly impaired vision and decreased quality of life.

Increasing evidence suggests that ocular surface inflammation is present in all chronic dry eye patients. As a consequence, anti-inflammatory ophthalmic solutions are being intensively evaluated for the prolonged clinical use required to treat chronic DES. Restasis® (0.05% topical Cyclosporine A suspension, Allergan) is the only FDA-approved therapeutic agent for dry eye disease; however, it has proven effective in treating only 15% of all dry eye patients. Restasis® has been shown to be safe for long-term use, but may take several weeks to produce a therapeutic effect, and up to six months for maximal effectiveness. Thus, the need for more-effective therapies to treat DES remains substantial. Topical corticosteroids are used off-label to reduce signs and symptoms of dry eye. While corticosteroid eye drops are widely used to treat dry eye, their low ocular bioavailability (estimated to be 1 – 10%) may limit their effectiveness. Therefore, alternative corticosteroid dosing techniques, such as iontophoresis, that enhance drug bioavailability in the eye may be a viable therapeutic option.

EGP-437: Cataract Surgery

Cataract is the leading cause of blindness worldwide, and there are more than 24 million people age 40 and older who have cataract in the U.S. alone, according to the Vision Problems in the U.S. report from Prevent Blindness. A cataract is a clouding of the lens in the eye that affects vision. Most cataracts are related to aging and are very common in older people. By age 80, more than half of the U.S. population either have a cataract or have had cataract surgery. Cataract surgery is the most common surgical procedure in the population aged over 65 years. There are approximately 3 million cataract surgeries performed per year in the U.S. As the technology of cataract surgery has progressed, so too, has the increased patient demand for excellent vision and safety after the procedure, but visual rehabilitation after cataract surgery is sometimes delayed by the inflammatory processes that are induced by phacoemulsification where the eye's internal lens is emulsified with an ultrasonic handpiece and aspirated from the eye. Inflammation is induced in all cataract surgery by the mechanical transmission of energy into the eye, disruption of cell membranes, and the normal healing process. Postoperative topical corticosteroids are used routinely to reduce inflammation and improve visual outcomes after cataract surgery. Despite their use, transient corneal edema is one of the major factors hindering the improvement of vision in the first days after surgery, and cystoid macula edema may reduce quality of vision for weeks and months after the procedure. Therefore, reducing inflammation and its potential damage to the corneal endothelium and retina is a high priority for the ophthalmic surgeon.

EGP-437: Macular Edema

Broadly defined, macular edema is an abnormal thickening of the macula associated with the accumulation of excess fluid in the extracellular space of the neurosensory retina. Several basic pathophysiologic processes may contribute to the development of macular edema, which occurs in association with a wide variety of pathologic conditions. As a final common pathway in numerous prevalent retinal disorders, macular edema in its various forms can be considered the leading cause of central vision loss in the developed world, and is therefore of enormous medical and socioeconomic importance.

Follow-on Product: Wet AMD

The wet form of age-related macular degeneration, or wet AMD, is a serious disease of the central portion of the retina, known as the macula, which is responsible for detailed central vision and color perception. It is characterized by abnormal new blood vessel formation and growth, referred to as neovascularization, which results in blood vessel leakage, retinal distortion and scar formation. Wet AMD is the leading cause of blindness in patients over the age of 50 in the U.S. The current standard of care for wet AMD is intravitreal injections of drugs

that target vascular endothelial growth factor, or VEGF. The anti-VEGF market for the treatment of wet AMD consists predominantly of two drugs that are approved for marketing and primarily prescribed for the treatment of wet AMD, Lucentis® and Eylea®, and off-label use of the cancer therapy, Avastin®. Approximately 2 million people in the U.S. suffer from severe AMD which is predominantly comprised of individuals with wet AMD.

As stated above, the EyeGate® II Delivery System has shown the potential to deliver significant quantities of various drug types to the back-of-the-eye tissues including the retina, vitreous and choroid. The risks, the patient experience and the physician practice inefficiencies associated with intravitreal injections provides an opportunity for the EyeGate® II Delivery System to play a role in treating retinal diseases. We are seeking suitable drug candidates to develop and address this unmet need.

Clinical Trial Results:

We submitted an IND for EGP-437 to the FDA on April 28, 2008. The initial protocol submitted as part of the IND application was for our Phase 1/2 non-infectious anterior uveitis trial. Subsequently, we submitted amendments to our IND for protocols for additional trials that we have since completed on September 12, 2008, April 6, 2010, October 18, 2011 and April 13, 2012. An IND application (IND 107,846) referencing our IND (IND 77,888) was submitted by the University of Pennsylvania, School of Medicine on January 29, 2010 with a protocol for the treatment of anterior scleritis.

We have completed five clinical trials under IND 107,846 for the EGP-437 Combination Product. The first two trials were executed in parallel — a Phase 1/2 non-infectious anterior uveitis trial and a Phase 2 dry eye trial. These two trials were followed by a Phase 3 dry eye trial. Subsequently, we completed our first Phase 3 trial for non-infectious anterior uveitis. During the time that we executed the Phase 3 non-infectious anterior uveitis trial we completed a Phase 2 proof-of-concept cataract surgery trial, with prophylactic treatment of the EGP-437 Combination Product.

Protocol	Indication	Phase	No. Subjects Randomized	Control Arm
EGP-437-001	Anterior Uveitis	1/2	40	None
EGP-437-002	Dry Eye	2	105	Placebo
EGP-437-003	Dry Eye	3	198	Placebo
EGP-437-004	Anterior Uveitis	3	193	Standard of care
EGP-437-005	Cataract Surgery	2 POC	45	Placebo

Non-infectious Anterior Uveitis: Phase 1/2 Trial

Our first clinical trial initiated with the EGP-437 Combination Product was a Phase 1/2 trial for subjects with non-infectious anterior uveitis, which was defined as having anterior chamber cell (ACC) scores 1.5, i.e., cell counts 11 cells. Subjects who have anterior uveitis, exhibit a large number of white blood cells in the anterior chamber of the eye. The treatment objective is to eliminate the inflammation which can be visually confirmed when all white blood cells have been cleared from the anterior chamber. The degree of intraocular inflammation is based on a grading scheme or score that uses an ordinal scale ranging from 0 to 4, as set forth in the table below.

Grade (Score)	Cells
0	4
0.5	5 to 7
1.0	8 to 10
1.5	11 to 15
2.0	16 to 20
2.5	21 to 30
3.0	31 to 40
3.5	41 to 50
4.0	> 50

The primary objective of this exploratory study was to define a safe and effective dose of EGP-437 in subjects with non-infectious anterior segment uveitis. The secondary objective was to evaluate the systemic pharmacokinetic profile of EGP-437 (dexamethasone and dexamethasone phosphate) following ocular dosing.

This multi-site, randomized, double-masked, parallel group, dose comparison, exploratory study comprised five visits conducted over 28 days. The study population was comprised of 40 eyes of 40 subjects. Enrolled subjects were randomly assigned to receive one of four iontophoresis dose levels of EGP-437 for approximately 4 minutes with up to 10 subjects per treatment arm. Subjects received a single treatment only, at Day 0, subjects returned for examination on Days 1, 7, 14, and 28. Eligible subjects received one of the following four iontophoresis dose levels of EGP-437 (dexamethasone phosphate ophthalmic solution (40mg/mL)) for approximately 4 minutes:

- Treatment Group A: 1.6 mA-min at 0.4 mA
- Treatment Group B: 4.8 mA-min at 1.2 mA
- Treatment Group C: 10.0 mA-min at 2.5 mA
- Treatment Group D: 14.0 mA-min at 3.5 mA

Following the single treatment with the EGP-437 Combination Product, 48% of the subjects achieved an ACC score of 0 within two weeks. By Day 28, 60% of the subjects achieved an ACC score of zero and required no further treatment. At Day 14, in the lowest treatment group, the proportion of subjects with an ACC count of zero was 4/10 (40%) and for all treatment groups was 7/40 (18%). At Day 28, in the lowest treatment group, the proportion of subjects with an ACC count of zero was higher at 6/10 (60%) and for all treatment groups was 14/40 (35%). The highest proportion of subjects with an ACC score or ACC count of zero was in the 1.6 mA-min at 0.4 mA treatment group at both Days 14 and 28.

Characteristic	Statistic or Category	Treatment Group				Total (N = 40)
		1.6 mA-min (N = 10)	4.8 mA-min (N = 10)	10.0 mA-min (N = 10)	14.0 mA-min (N = 10)	
ACC Score of Zero	Day 14	8 (80%)	6 (60%)	2 (20%)	3 (30%)	19 (48%)
	Day 28	8 (80%)	6 (60%)	5 (50%)	5 (50%)	24 (60%)
ACC Count of Zero	Day 14	4 (40%)	1 (10%)	1 (10%)	1 (10%)	7 (18%)
	Day 28	6 (60%)	2 (20%)	1 (10%)	5 (50%)	14 (35%)

The median time in days to an ACC score of zero ranged from a minimum of 11.5 days in the 1.6 mA-min dose group to a maximum of 31.0 days in the 14.0 mA-min dose group. The proportion of patients with an ACC score reduction of 0.5 or more on Day 28 was 80% (eight) in the 1.6 mA-min dose group and 60% (six) in the other three dose groups. The mean change in ACC score from baseline to Day 28 ranged from a maximum of -2.25 in the 1.6 mA-min dose group to a minimum of -2.00 in the 14.0 mA-min dose group. The relatively short mean times to reach an ACC score of zero in each dose group suggest that the treatment has a rapid onset of action.

The results from this trial appeared to demonstrate that the most effective EGP-437 dose level are in the 1.6 mA-min at 0.4 mA dose level. The level of association between the iontophoresis treatments and achieving an ACC Score of zero was assessed and the association was estimated to be statistically significant at a 5% level of significance (p-value = 0.032) on Day 14, suggesting that the treatment differences are larger than would be expected by chance alone. The probability-value or p-value is a number between 0.00 and 1.0, and is used to demonstrate the strength of a conclusion drawn from clinical trial data. Essentially the p-value measures consistency between the results actually obtained in the trial and the “pure chance” explanation for those results. A statement and corresponding p-value are considered of strong significance if the probability of the same reaction occurring randomly or by chance is less than 5%, corresponding to a p-value of p<0.05.

This trial showed low short-term systemic exposure to dexamethasone following ocular iontophoresis delivery of dexamethasone phosphate, and no corticosteroid mediated effects were observed.

While this dose-ranging study did not include positive or negative controls, the results demonstrated that a single treatment with the EGP-437 Combination Product: (1) lowered ACC scores in the majority of patients without requiring additional treatment and (2) produced low short-term systemic exposure to dexamethasone and dexamethasone phosphate.

Non-infectious Anterior Uveitis: Phase 3 Clinical Trial

Our previous Phase 1/2 non-infectious anterior uveitis clinical trial, and two dry eye clinical trials, showed that the EGP-437 dose selected for the Phase 3 non-infectious anterior uveitis trial was well tolerated and demonstrated positive activity. The Phase 3 non-infectious anterior uveitis clinical trial was conducted to assess safety and efficacy of the EGP-437 Combination Product and evaluate its non-inferiority status to a standard of care, PA. Communication received from the FDA, dated December 3, 2007, stated that the FDA recommends that PA, administered at least four times per day (q.i.d.), be the positive control agent for the treatment of anterior uveitis. Our trial utilized a more stringent regimen for the positive control of eight times per day in week one and six times per day in week two before going to four times per day in weeks three and four. Patients had to agree to comply with dosing regimen to be included in the trial.

The recently completed Phase 3 non-inferiority study in patients with non-infectious anterior uveitis, appeared to demonstrate that two iontophoretic treatments with our EGP-437 Combination Product achieved the same response rate as the positive control for the primary efficacy endpoint, a complete clearing of anterior chamber cells, by day 14. The control is the current standard of care, PA, which was administered multiple times daily as eye drops. Although we achieved the same response rate in our Phase 3 clinical trial, the dose of the EGP-437 Combination Product tested was just outside the pre-set non-inferiority margin for intent-to-treat and per protocol populations and did not achieve statistical significance in the intent-to-treat population as compared to the positive control based on the primary efficacy endpoint.

- The EGP-437 Combination Product produced the same outcomes compared to PA while eliminating the need to apply up to 8 eye drops a day, for a total of 154 drops over a four week period — eight times per day for week one, six times per day for week two and four times per day for weeks three and four.
- This was achieved with a lower incidence of increased IOP, which is characterized as an increase of six mm Hg or more from baseline; in the EGP-437 Combined Product group, 14 subjects had 17 occurrences while 24 subjects had 41 occurrences in the PA arm.

In this randomized, double-masked placebo-controlled non-inferiority study conducted at 45 clinical sites in the U.S., a total of 193 patients were randomly assigned into one of two treatment arms. One arm received two iontophoretic treatments of EGP-437, one at day 0 and one at day 7 along with placebo drops and the other arm received 154 treatments of PA over a 28 day period along with two placebo iontophoretic treatments. The primary efficacy endpoint is the proportion of patients with anterior chamber cell (ACC) count of zero on day 14, which is defined as a complete response.

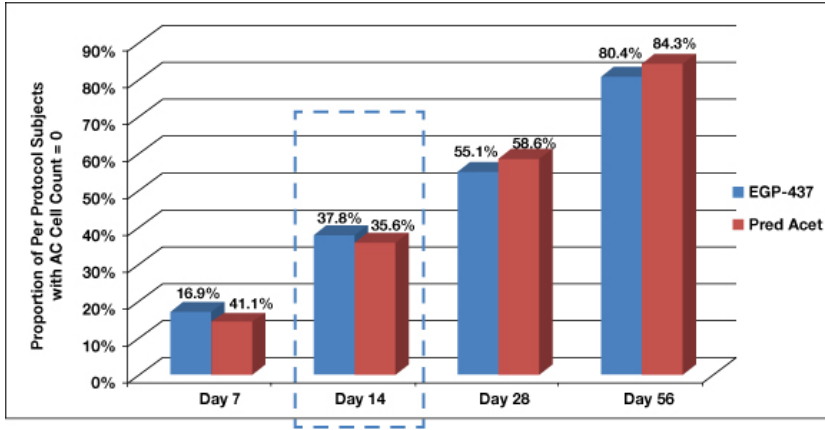
The following results will be based on two different patient populations, the intent to treat, or ITT, and the per protocol, or PP:

- ITT population (193 patients): all randomized patients who have been treated with at least one dose of study medication, have a valid baseline efficacy and at least one valid post-randomization efficacy measurement and all data associated with these subjects, until the visit following initiation of any rescue therapy; therefore, the number of subjects for this population dwindles over-time.
- PP population (169 patients): all ITT patients for whom there exists a Day 14 value of ACC count (inclusive of zero anterior chamber cells) and without any significant protocol deviations. The protocol deviations are determined prior to unmasking the data so that we are unable to determine which arm the subject is in. Twenty-four subjects had significant protocol deviations occurring at or before Day 14: Fourteen in the EGP-437 Combination Product arm and ten in the PA arm. Ten of the fourteen subjects in the EGP-437 Combination Product arm and eight of the ten subjects in the PA arm were either rescued and/or did not receive a second iontophoresis treatment or full amount of study drug. In the EGP-437 Combination Product arm, one subject had non-ocular surgery, two subjects were unable to continue with follow-up visits and one subject withdrew consent. In the PA arm two subjects had their Day 14 visit 12 and 30 days outside of the visit window.

Regarding the primary efficacy endpoint for the ITT population, the EGP-437 Combination Product arm resulted in 32/96 complete responses; the PA arm yielded a similar result, 32/97 complete responses. While

there is no difference in response rates, at the 95% confidence interval, the non-inferiority margin is -12.94%, which is just outside the pre-set non-inferiority margin of -10% (p-value = 0.06).

In the PP population, the EGP-437 Combination Product arm resulted in 31 complete responses out of 82 patients (37.8%) on day 14; and the PA arm also yielded 31 complete responses out of 87 patients (35.6%). At the 95% confidence interval, the non-inferiority margin is -12.37%, which is just outside the pre-set non-inferiority margin of -10% (p-value = 0.05).



In order to be randomized into the study, a subject required 11 cells or greater in the anterior chamber. In the EGP-437 Combination Product arm 52 of 96 subjects (54.2%) had a baseline ACC count greater than 25, versus the PA arm which had 40 of 97 subjects (41.2%). Given the imbalance in this uveitis severity at baseline, a post-hoc analysis was performed on subjects stratified by baseline ACC counts of 11 to 25 or greater than 25. In the more severe uveitis subgroup (ACC count of greater than 25), which may be more difficult to treat than the subgroup of ACC count 11 to 25, better efficacy was seen with EGP-437 Combination Product compared with the PA arm.

Population	EGP-437 Combination Product	PA
ITT	25%	20%
PP	27%	22%

Some secondary endpoints include the following:

1. Time to ACC count of zero

In spite of the difference in baseline severity, both the EGP-437 Combination Product arm and the PA arms are consistent and clinically comparable in their efficacy as shown by time to achieving an ACC count of zero. From baseline to Day 28 both arms show a gradual increase in the probability of AC cell count of zero and by Day 28 the probability of reaching an ACC count of zero is approximately 45% for both the EGP-437 Combination Product arm and the PA arm. Statistical analysis was not performed.

2. Proportion of subjects with ACC count of zero at Visits 2, 4, 5 (Days 7, 28, 56)

Of particular interest was the onset of apparent efficacy. This was assessed by the number of subjects with an ACC count of zero as early as Day 7, i.e. after just one iontophoresis. The EGP-437 Combination Product was found to be better than PA, especially at Day 7, where the percentage of subjects achieving ACC count of zero is compared: 16.9% and 14.1% at Day 7 in the ITT population in EGP-437 Combination

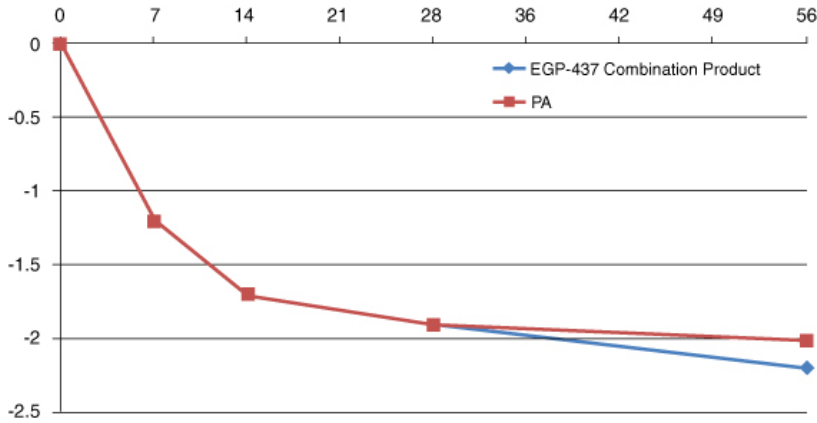
Product and PA, respectively. The difference between the two arms was 2.72%. At the 95% confidence interval, the non-inferiority margin is -7.82%, which is better than the pre-set non-inferiority margin of -10%.

3. Proportion of subjects with a reduction in ACC score from baseline of one or more units at all study visits

The Standardization of Uveitis Nomenclature (SUN) working group of 2004 agreed that although inactive disease (ACC count of zero) is the goal of therapy, for the short-term evaluation of new therapies a two-step increase or decrease in the level of inflammation may be a better criterion than one-step changes. Consequently, an additional secondary analysis, the proportion of subjects with reduction in ACC count, represented here by reduction in cell “Score”, from baseline of one or more units, at study visits, was performed. In this analysis the two treatments arms appear similar, especially by Day 14. The difference between the two arms at Day 14 was -3.042%. At the 95% confidence interval, the non-inferiority margin is -13.97%, which is just outside the pre-set non-inferiority margin of -10%.

4. Mean change from baseline in ACC score at all study visits 2 – 5

The mean changes from baseline scores for both study arms are identical through Day 28 (Day 7: -1.2, Day 14: -1.7 and Day 28: -1.9), and differ only slightly at Day 56 in favor of the EGP-437 Combination Product. (-2.2 in EGP-437 Combination Product arm; -2.0 in PA arm). Statistical analysis was not performed.



Phase 3 Safety Discussion

Our EGP-437 Combination Product appears to be clinically comparable to PA topical drops. With regard to elevated IOP, no subjects in the EGP-437 Combination Product treatment arm experienced any significant increase in IOP (greater than 20mmHg), whereas the PA treatment arm had one subject with a reported IOP increase of 27mmHg. With regard to IOP-related adverse events, one subject in the EGP-437 Combination Product treatment group reported an adverse event (seen approximately three weeks after rescue was initiated) and six subjects in the PA treatment arm reported adverse events related to IOP.

Phase 3 Clinical Trial Conclusion

Topical corticosteroid therapy administered as frequently as every hour with tapering over the treatment period has been the mainstay for uveitis treatment since the 1950s. In this unique Phase 3 randomized, double-masked, positive-controlled clinical trial in subjects with non-infectious anterior uveitis, two treatments with ocular iontophoretic delivery of EGP-437 appears to be clinically comparable to PA topical drops administered with a tapering schedule from eight drops per day to four drops per day over 28 days.

By days seven and fourteen, the proportion of subjects reaching ACC counts of zero was slightly greater in the EGP-437 Combination Product arm than the PA arm. This effect was more noticeable in the subgroup

of subjects with a higher baseline ACC count; a higher proportion of subjects in the EGP-437 Combination Product arm reached an ACC count of zero by Days 7 and 14 in this sub-group of subjects. Safety findings were comparable for both study arms.

Dry Eye: Phase 2 Trial

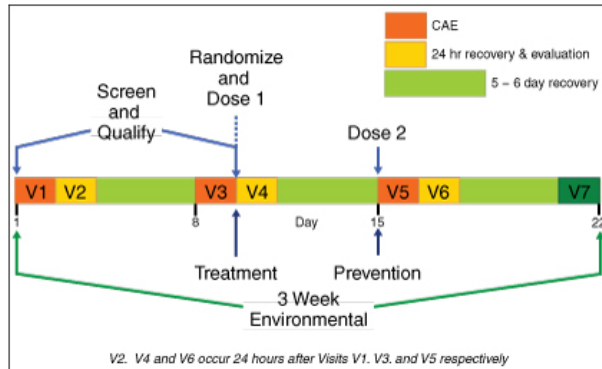
105 subjects were randomized into this 3-armed, single-center, randomized, double-masked, placebo-controlled trial comprised seven visits conducted over three weeks. The objective of this trial was to assess the safety and efficacy of the EGP-437 Combination Product for the treatment of the signs and symptoms of dry eye. Two sets of iontophoresis conditions (7.5 mA-min at 2.5 mA and 10.5 mA-min at 3.5 mA) to create a low-dose and a high-dose group. The control group received ocular iontophoresis of 100 mM sodium citrate buffer (10.5 mA-min at 3.5 mA).

Treatment Group			Total
7.5 mA-min at 2.5 mA	10.5 mA-min at 3.5 mA	Placebo	
41	38	26	105

The controlled adverse environmental (CAE) system was used to reproducibly exacerbate the signs and symptoms of dry eye disease. The CAE is a clinical model emulating some environmental conditions (low humidity, high temperature, visual tasking) that contribute to drying the ocular surface. The CAE system exacerbates the signs and symptoms of dry eye in a reproducible manner. The CAE model has been shown to correlate with accepted murine models of dry eye and has been used extensively in ophthalmic clinical trials. The main objective of the CAE system is for screening and eligibility purposes. A baseline reading of various signs and symptoms of the disease are taken prior and post to exacerbation by the CAE system. A week later this is repeated and the subjects that acted in a reproducible manner are enrolled into the study. This is important as dry eye is a syndrome that is caused by many different etiologies and one treatment may not be sufficient for all.

The trial was designed to evaluate effects among different clinical scenarios, including: treatment, the effects of treatment with the EGP-437 Combination Product following CAE-induced signs and symptoms; Prevention, the effects of treatment with the EGP-437 Combination Product prior to CAE exposure; Recovery, the effects of treatment with the EGP-437 Combination Product on recovery towards baseline at follow-up visits (24 hours and 7 days after CAE); and Environmental (periods of time not directly influenced by the CAE), the ability of the EGP-437 Combination Product to improve dry eye signs and symptoms over the entire 3-week study period.

The trial included seven visits over three weeks: subjects were exposed to the CAE for 90 minutes at three visits (visits 1, 3, and 5 — CAE visits), and the remaining visits (visits 2, 4, 6, 7) were conducted for follow-up.



At each trial visit (both pre- and post-CAE at Visits 1, 3 and 5), dry eye signs (corneal and conjunctival staining, conjunctival redness, tear film break-up time, or TFBUT, blink rate, ocular protection index (OPI), and corneal sensitivity) and symptoms (ocular discomfort before, during, and after the CAE exposure, several symptom questionnaires) were evaluated. Subjects also recorded morning, afternoon and evening dry eye symptoms in a diary on each day of the trial.

Signs

The low dose treatment group of the EGP-437 Combination Product when compared to placebo demonstrated on a statistically significant basis less lissamine green corneal staining pre- to post-CAE at visit 5 in the superior region ($p = 0.039$). Statistically significant improvements in TFBUT were also observed for the low dose treatment group of the EGP-437 Combination Product relative to placebo at visit 5 pre- and post-CAE ($p = 0.034, 0.049$, respectively) and at visit 7 ($p = 0.042$). Statistically significant improvements in OPI were also observed for the low dose treatment relative to placebo at visit 5 post-CAE ($p = 0.048$).

At visit 7, statistically significant differences between the low dose treatment and placebo groups were documented, including TFBUT ($p = 0.042$). When comparing endpoints across the entire trial's duration ("environmental"), for example, the changes in fluorescein staining from visit 1 pre-CAE to visit 7 fluorescein staining, a statistically significant decrease in the inferior region was revealed for the low dose treatment group over placebo ($p = 0.038$). Fluorescein staining in the inferior region is recognized as an important sign of dry eye disease, because this area represents a region specifically vulnerable to exacerbation by stress conditions, including those presented in the CAE model.

Symptoms

The differences in the mean ocular discomfort scores (for low dose treatment group of the EGP-437 Combination Product versus placebo) at several discrete time points during the visit 5 CAE exposure were statistically significant. In order to determine if the subjects reporting lower ocular discomfort scores during the visit 5 CAE experienced improvements in any relevant dry eye signs, two sub-groups of subjects were evaluated: those demonstrating ocular discomfort scores of < 3 and those demonstrating ocular discomfort scores < 4 at all time points between 50 and 90 minutes during visit 5 CAE exposure. Interestingly, the visit 6 and 7 data for subjects in the sub-group scoring < 4 at all time points between 50 and 90 minutes during visit 5 CAE exposure demonstrated significantly longer mean TFBUTs for both active treatment groups compared to the placebo group. In addition, ocular discomfort at visits 4 and 6 was statistically significantly lower in the low dose treatment group versus placebo ($p = 0.032$ and $p = 0.0032$, respectively).

In this exploratory study, the EGP-437 Combination Product suggested potential improvements in a variety of signs and symptoms of dry eye relative to placebo. Some positive effects were observed within 24 hours of treatment and over the three-week study period, which suggest a rapid onset of action and the potential for long-term effectiveness. Since multiple statistically significant observations were made across a variety of visits and endpoints, it appears that the effects are treatment related (i.e., the probability of incorrectly identifying statistical significance via the α level of 0.05). Based on all endpoints analyzed, it appears that the lower dose is more beneficial than the higher dose.

Dry Eye: Phase 3 Trial

The Phase 3 trial design is similar to the Phase 2 trial design. However, the Phase 2 trial comprised seven visits conducted over three weeks while the Phase 3 trial comprised nine visits conducted over nine weeks. The Phase 3 trial was intended to confirm and extend the results from the Phase 2 trial. The Phase 3 trial was designed to assess the safety and efficacy of the EGP-437 Combination Product under conditions of 4.0 mA-min at 1.5 mA (low dose treatment group) and 6.5 mA-min at 2.5 mA (high dose treatment group) compared to Ocular Iontophoresis with placebo for the treatment of the signs and symptoms of dry eye. There were 198 subjects enrolled in the trial with 66 subjects assigned to the low dose treatment group, 66 subjects assigned to High Dose treatment group, and 66 subjects were assigned to the placebo group.

This was a multi-center, randomized, double masked, placebo-controlled study which comprised nine visits conducted over approximately nine weeks using the CAE chamber. The CAE chamber was used at Visit 1 (Day - 7), Visit 2 (Day 0), and Visit 4 (Day +7) to reproducibly exacerbate dry eye signs and symptoms in a subject population selected for evidence of ongoing moderate to severe dry eye disease. Each subject received two

sessions of iontophoresis (both eyes treated in each session): the first at 60 minutes after the CAE exposure at Visit 2, and the second at 60 minutes before the CAE exposure at Visit 4. Visits 3 and 5 took place 24 hours after Visits 2 and 4, respectively, as follow-up evaluations. Visits 7, 8, and 9, took place on days 21, 28, and 56, respectively, and served to evaluate duration of action and long-term safety. At all visits (both pre- and post-CAE at Visits 1, 2 and 4), dry eye signs (corneal and conjunctival staining, conjunctival redness, TFBUT, blink rate, ocular protection index (OPI), and corneal sensitivity) and symptoms (ocular discomfort before, during, and after the CAE exposure, several symptom questionnaires) were evaluated. Subjects also recorded morning, afternoon, and evening dry eye symptoms in a diary on each day of the study.

The study design allowed the effectiveness of the EGP-437 Combination Product to be assessed in different clinical scenarios: treatment, the effects of the EGP-437 Combination Product following the CAE-induced dry eye signs and symptoms; prevention, the effects of the EGP-437 Combination Product prior to the CAE-induced dry eye signs and symptoms; recovery, the effects of the EGP-437 Combination Product on the recovery towards baseline at 24 hours and 7 days post-CAE; and Environmental, the ability of the EGP-437 Combination Product to improve baseline dry eye signs and symptoms over the study period. Improvements in the EGP-437 Combination Product treatment groups relative to the placebo group at the 24-hour follow-up visits (Visits 3 and 5), or post-CAE at Visit 4, would be evidence of a rapid onset of action. Improvements relative to the placebo group pre-CAE at Visit 4 or at Visit 6 through Visit 9 would be interpreted as evidence of a long duration of action.

Signs

Although, statistical significance was not met for the primary endpoint for a sign, which was fluorescein staining of the inferior region of the cornea at V6 (day 14), statistical significance for the high dose treatment group relative to the placebo group was demonstrated at V3 and for change from baseline to V3 ($p=0.0366$ and $p=0.0084$ respectively). Fluorescein staining of the total cornea at V3 and for change in baseline to V3 was also statistically significant with $p=0.05$ for both. Other signs also showed statistical significance at various visits, including lissamine green staining, conjunctival redness and TFBUT.

Conjunctival Redness

Time Point	p-value
V3	0.0004
V3 Change from baseline	0.0038
V4: Post CAE	0.0077
V4: Change from pre CAE to post CAE	0.0080

Symptoms

Although the primary endpoint for symptom of ocular discomfort at Visit 5 (Day 8) compared to placebo was not statistically significant, the ocular discomfort score at V4 showing the change from 0 to 90 minutes while in the CAE was statistically significant for both the low and high treatment dose groups as compared to the placebo group ($p=0.0003$ and $p<0.0001$ respectively). Also, the ocular surface disease index (OSDI) was statistically significant for the low dose treatment group as compared to placebo at V4 and V6 for change from baseline ($p=0.0266$ and $p=0.0247$ respectively). Other symptoms also showed statistical significance at various visits, including a 4 symptom questionnaire and the diary data assessing dryness.

Questionnaire: Burning

Time Point	p-value
V4 Change from baseline	0.0034
V7 Change from baseline	0.0130
V8 Change from baseline	0.0181

The improvements documented in dry eye signs and symptoms relative to the placebo group indicate that the treatments with the EGP-437 Combination Product had both a rapid onset of action and a long-term effectiveness.

Rapid Onset: Statistically significant improvements for the following endpoints were noted at a 24-hour follow-up visit (Visit 3 or Visit 5), or post-CAE at Visit 4, and are interpreted as evidence for a rapid onset of action.

- Fluorescein staining (inferior, superior, temporal, corneal sum, conjunctival sum)
- Lissamine green staining (inferior, nasal, total sum)
- Conjunctival redness
- TFBUT
- 4-Symptom questionnaire (burning, dryness, grittiness)

Long-term Effectiveness: The EGP-437 Combination Product treatment groups showed statistically significant improvements over the placebo group in the following endpoints pre-CAE at Visit 4, at Visits 6, 7, 8, or 9, or in the changes from Baseline to Visits 6, 7, 8, or 9, and are interpreted as evidence for a long duration of action.

- Fluorescein staining (nasal conjunctival region)
- Lissamine green staining (nasal, temporal conjunctival, corneal sum, conjunctival sum)
- Conjunctival redness
- 4-Symptom questionnaire (burning, stinging)
- OSDI Questionnaire
- Diary data (dryness)

The 24-hr follow-up visits evaluate the effectiveness of the EGP-437 Combination Product in treatment mode (Visit 3) or in prevention mode (Visit 5). Improvements observed in dry eye signs (corneal staining, conjunctival staining and conjunctival redness) at Visits 3 and 5, and in the changes from Baseline to Visits 3 or 5, demonstrate that the two EGP-437 Combination Product treatments may aid healing in these regions.

The improvements in dry eye symptoms (burning, stinging, dryness) demonstrated at Visit 6, 7, 8, or 9, and in the changes from Baseline to Visits 6, 7, 8, or 9, demonstrate that the 2 EGP-437 Combination Product treatments have a long duration of action in relief of these symptoms.

Clinical Development Plan

Our main focus will be the completion of development of the EGP-437 Combination Product for the treatment of non-infectious anterior uveitis and all related tasks required to submit a NDA submission. We estimate that the time required will take approximately 24 months from first patient enrollment of the confirmatory pivotal trial. Prior to submitting the NDA, we must complete: (i) a confirmatory pivotal trial in non-infectious anterior uveitis patients and (ii) have safety data for a minimum of 300 subjects treated at the same or a higher dose than the one that will be sought for product labeling and followed for eight weeks. Thus far, about 210 subjects qualify for the safety data requirement. The confirmatory trial will include more than the number of subjects required to fulfill this milestone. We estimate that this trial should take about 15 months to complete from the time that the first subject is enrolled. We anticipate fulfilling these two clinical requirements in the first half of 2016.

In addition, prior to commercialization, two further clinical requirements must be completed. These are a corneal endothelial cell (CEC) count safety study on 100 eyes and collect safety data from an additional minimum 200 subjects for a total of 500 subjects treated at the dose or higher sought for product labeling which must be followed for eight weeks. Additional subjects will come from the CEC trial and Phase 2 proof-of-concept trials for other ocular inflammatory conditions. We anticipate meeting these clinical requirements in the first half of 2016.

Our secondary objective with the EGP-437 Combination Product is to expand its utility beyond the treatment of non-infectious anterior uveitis. At least 150 disorders are known to be associated with intraocular inflammation and some of these will be considered for Phase 2 proof of concept trials. We will seek to

prioritize based on certain criteria (e.g. medical need, suitability with our platform and market opportunity) which inflammatory indications to proceed with.

We have completed two trials (Phase 2 and Phase 3) for dry eye and have demonstrated significant improvements in a variety of signs and symptoms of dry eye relative to placebo. Dry eye is a syndrome with many different etiologies and with a pathology that is multifactorial making it difficult to enroll a homogenous group of patients for a trial, hence why we used the CAE system. We believe that dry eye fulfills our criteria and will be one of the indications on our priority list for further development. If we move forward with another trial for dry eye we will seek an alternative way to determine eligibility for enrollment, without the assistance of the CAE system.

We have completed a proof-of-concept study for the treatment of inflammation post cataract surgery. In this exploratory study we utilized the EGP-437 Combination Product in a prophylactic manner, by providing the treatment 1 day prior to the surgery. There is a large market opportunity in being able to eliminate the requirement of anti-inflammatory eye drops post-surgery for this elderly patient population. The decision was made for prophylactic treatment to avoid placing the device on an open wound post-surgery. Unfortunately, the surgical procedure eliminates or washes out any remaining drug product from the ocular tissue that becomes inflamed post-surgery. If we are able to determine a way of providing the treatment while keeping intact the economic proposition for us (i.e. reimbursement separate from the surgical procedure) then this indication will be considered for further development.

Easy-to-Use Ocular Delivery System

The EGP-437 Combination Product utilizes a proprietary transscleral iontophoresis delivery system, the EyeGate® II Delivery System, which was originally designed at the Bascom Palmer Eye Institute at the University of Miami. Through animal studies and eventually a proof-of-concept clinical study in humans the original prototype was optimized and ultimately became the Eyegate® II Delivery System. We hold worldwide commercialization rights to the EyeGate® II Delivery System. The system utilizes a low electrical current to deliver a specified amount of drug for each treatment. The system used in clinical trials consists of: a reusable battery-powered generator, a disposable applicator kit and a vial that contains the drug. Over 1,700 experimental treatments have been performed with the system with more than 1,000 of these experimental treatments delivering the EGP-437 Combination Product during the development program.

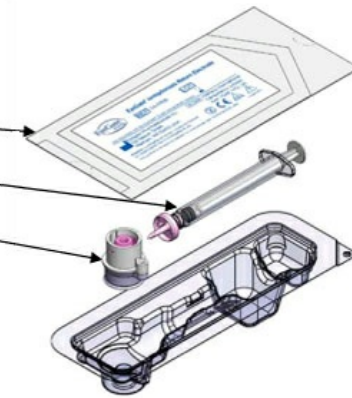
The EyeGate® II Delivery System consists of the following key components:

- An applicator kit that includes:
 - An applicator used to deliver the drug product to the eye;
 - A syringe and adapter transfer system for transferring the drug product from a vial to the applicator; and
 - A return electrode to complete the continuous current circuit;
- A vial containing the drug product; and
- A generator that provides a constant current to the electrode of the applicator.

Applicator Kit

The EyeGate® Applicator Kit consists of three disposable components:

- Return Electrode
- Transfer System
- Ocular Applicator



Ocular Applicator

The iontophoresis applicator is annular in shape, and designed to fit over the sclera of the eye, to allow direct delivery of drug to the eye. The inner diameter of the applicator is the same diameter as the average cornea to help facilitate the centering of the device on the eye.

The contact between the eye and the applicator consists of soft foam; this foam serves as the reservoir for the drug product to be delivered during treatment.



The applicator is provided as a sterile, single-use, disposable device.

EyeGate Generator

The EyeGate generator is a hand-held battery powered device designed to deliver a constant current to the applicator. The display shows real time delivery of the current, the amount of dose delivered, and the time remaining in the treatment.



Intellectual Property and Proprietary Rights

Overview

We are building an intellectual property portfolio for our EGP-437 Combination Product, as well as other devices and product candidates for treatment of ocular indications in the U.S. and abroad. We currently seek, and intend to continue to seek, patent protection in the U.S. and internationally for our product candidates,

methods of use, and processes for manufacture, and for other technologies, where appropriate. Our current policy is to actively seek to protect our proprietary position by, among other things, filing patent applications in the U.S. and abroad relating to proprietary technologies that are important to the development of our business. We also rely on, and will continue to rely on, trade secrets, know-how, continuing technological innovation and in-licensing opportunities to develop and maintain our proprietary position. We cannot be sure that patents will be granted with respect to any of our pending patent applications or with respect to any patent applications filed by us in the future, nor can we be sure that any of our existing patents or any patents that may be granted to us in the future will be commercially useful in protecting our technology.

Our success will depend significantly on our ability to obtain and maintain patent and other proprietary protection for the technologies that we consider important to our business, our ability to defend our patents, and our ability to preserve the confidentiality of our trade secrets and operate our business without infringing the patents and proprietary rights of third parties.

Patent Portfolio

Our patent portfolio includes drug delivery device patents directed to the EyeGate® II Delivery System and other drug delivery devices, drug composition patent applications directed to EGP-437 and other product candidates, and patent applications directed to methods of treatment utilizing EGP-437, as well as the other product candidates. These patents and patent applications, if they were to issue, are expected to expire between 2018 and 2029.

We have been developing drugs and drug delivery systems for non-invasive treatment on the eye for several years. These delivery systems include various patented and patent pending iontophoretic drug delivery devices that have been individually designed to treat components of the eye, such as the cornea, sclera, and combinations thereof. These devices have been further improved to provide better patient comfort levels as well as treatment times. The ever growing delivery system patent portfolio consists of eight Patent families, which includes twelve U.S. Patents, fifty-five corresponding International Patents, three pending U.S. Applications, and twenty corresponding pending international applications. Sixty-seven of our patents are held by our subsidiary, EyeGate Pharma S.A.S, a French corporation, or EyeGate S.A.S.

We have also developed patent pending drug compositions that work with our patented delivery systems and treatments utilizing these drug compositions and patent delivery systems. This includes three Patent families with four U.S. Patents Applications and eleven corresponding International Patent Applications.

License Agreements

EyeGate S.A.S., is party to a certain Amended and Restated License Agreement with the University of Miami and its School of Medicine, dated as of December 16, 2005. This license agreement grants us the right to use certain French, European, Canadian, Japanese, American, Mexican, Korean, Brazilian and Israeli patents in our EGP-437 Combination Product. Under this agreement, we are obligated to pay an annual license fee of \$12,500, certain milestone payments pertaining to EGP-437 Combination Product development milestones, and following the commercialization of EGP-437 Combination Product, royalties based on percentages (in the low single digits) of the net sales of any products we sell that are subject to the license agreement, which would include our EGP-437 Combination Product relating to its incorporation of the EyeGate® II Delivery System. All annual license fee and milestone payments have been paid to date. The total amount of milestone payments paid to date under this license agreement is \$30,000 and there are potential aggregate additional amounts of up to \$150,000 due on certain milestones being met. On July 7, 2014, we entered into an amendment to such license agreement, whereby the parties agreed to eliminate the minimum royalty provisions and related obligations in exchange for the increase of certain future milestone payments as well as the issuance of 165,091 shares of our common stock to the licensor. This license agreement remains in effect until the later of twelve (12) years after the date of the first commercial sale of the applicable product or the date of the last to expire patent relating to the patent rights under the Agreement. Upon such expiration and assuming it was not terminated earlier in accordance with its terms, we retain a fully paid up and perpetual license to the product and certain intellectual property unless the license agreement. The license agreement also provides that it may be terminated by either party in the case of continued material breach or provision of false reports, by the licensor pertaining to certain bankruptcy or insolvency circumstances regarding our company or by us upon 90 days prior written notice.

EyeGate S.A.S. is also party to a certain perpetual Transaction Protocol agreement with Francine Behar-Cohen, dated as of July 23, 1999. This agreement acknowledges our right to use certain patents that Ms. Behar-Cohen had certain ownership rights with respect to and which are used in our EGP-437 Combination Product. The agreement also provides for us to pay her a fee based on a percentage (in the low single digits) of the pre-tax turnover generated from sales of our EGP-437 Combination Product relating to its incorporation of the EyeGate® II Delivery System. The fees due under the agreement are required to be paid until January 2018.

Confidential Information and Inventions Assignment Agreements

We currently require and will continue to require each of our employees and consultants to execute confidentiality agreements upon the commencement of such individual's employment, consulting or collaborative relationships with us. These agreements provide that all confidential information developed or made known during the course of the relationship with us be kept confidential and not disclosed to third parties except in specific circumstances.

In the case of employees, the agreements provide that all inventions resulting from such individual's work performed for us, utilizing our property or relating to our business and conceived or completed by the individual during employment shall be our exclusive property to the extent permitted by applicable law. Our consulting agreements also provide for assignment to us of any intellectual property resulting from services performed by a consultant for us.

Sales and Marketing

In light of our stage of development, we have not yet established a commercial organization or distribution capabilities. We generally expect to retain commercial rights in the U.S. for our product candidates for which we may receive marketing approvals and which we believe that we can commercialize through a focused, specialty sales force. We expect to utilize a variety of types of collaboration, distribution and other marketing arrangements with one or more third parties to commercialize the EGP-437 Combination Product and any other products that we develop in markets outside the U.S.

We hold worldwide commercialization rights to EGP-437 and the EyeGate® II Delivery System. We believe that specialists in the U.S. who treat most of the non-infectious anterior uveitis patients are sufficiently concentrated that if our EGP-437 Combination Product receives marketing approval in the U.S. we could effectively promote the EGP-437 Combination Product to these specialists with a specialty sales and marketing group. Therefore, we may decide to build our own focused, specialty sales force in order to commercialize the EGP-437 Combination Product in the U.S.

We also plan to build key capabilities, such as marketing, market access, sales management and medical affairs, to implement marketing and medical strategies for any products that we market through our own sales organization and to oversee and support our sales force. The responsibilities of the marketing organization would include developing educational initiatives with respect to approved products and establishing relationships with thought leaders in relevant fields of medicine.

Manufacturing

We do not have, and do not intend to establish an in-house manufacturing capability for our products and as a result we will depend heavily on third-party contract manufacturers to produce and package our products. We currently do not have any contractual relationships with third-party manufacturers. We intend to rely on third-party suppliers that we have used in the past for the manufacturing of various components that comprise our EGP-437 Combination Product that will be used in our confirmatory Phase 3 trial.

Competition

The biotechnology and pharmaceutical industries are characterized by rapidly advancing technologies, intense competition and a strong emphasis on proprietary products. While we believe that our technologies, knowledge, experience and scientific resources provide us with competitive advantages, we face potential competition from many different sources, including major pharmaceutical, specialty pharmaceutical and biotechnology companies, academic institutions and governmental agencies and public and private research

institutions. Any product candidates that we successfully develop and commercialize will compete with existing therapies and new therapies that may become available in the future.

Our potential competitors include large pharmaceutical and biotechnology companies, and specialty pharmaceutical and generic drug companies. Many of our competitors have significantly greater financial resources and expertise in research and development, manufacturing, preclinical testing, conducting clinical trials, obtaining regulatory approvals and marketing approved products than we do. These competitors also compete with us in recruiting and retaining qualified scientific and management personnel and establishing clinical trial sites and patient registration for clinical trials, as well as in acquiring technologies complementary to, or necessary for, our programs. Smaller or early stage companies may also prove to be significant competitors, particularly through collaborative arrangements with large and established companies.

The key competitive factors affecting the success of each of our product candidates, if approved for marketing, are likely to be its efficacy, safety, method of administration, convenience, price, the level of generic competition and the availability of coverage and adequate reimbursement from government and other third-party payors.

Our commercial opportunity could be reduced or eliminated if our competitors develop and commercialize products that are safer, more effective, have fewer or less severe side effects, are more convenient or are less expensive than any products that we may develop. Our competitors also may obtain FDA or other regulatory approval for their products more rapidly than we may obtain approval for ours, which could result in our competitors' establishing a strong market position before we are able to enter the market. In addition, our ability to compete may be affected in many cases by insurers or other third party payors seeking to encourage the use of generic products. Generic products currently being used for the indications that we may pursue, and additional products are expected to become available on a generic basis over the coming years. If our product candidates achieve marketing approval, we expect that they will be priced at a significant premium over competitive generic products.

Our competitors in the treatment of non-infectious anterior uveitis include Durezol® (Novartis AG), Lotemax® (Valeant Pharmaceuticals International, Inc.), Pred Forte® (Allergan, Inc.) and prednisolone acetate ophthalmic suspension (1%) (Novartis AG).

Government Regulation

FDA Approval Process

In the U.S., pharmaceutical products are subject to extensive regulation by the FDA. The Food Drug and Cosmetic Act, or FDCA, and other federal and state statutes and regulations, govern, among other things, the research, development, testing, manufacture, storage, recordkeeping, approval, labeling, promotion and marketing, distribution, post-approval monitoring and reporting, sampling, and import and export of pharmaceutical products. Failure to comply with applicable FDA or other requirements may subject a company to a variety of administrative or judicial sanctions, such as the FDA's refusal to approve pending applications, a clinical hold, warning letters, recall or seizure of products, partial or total suspension of production, withdrawal of the product from the market, injunctions, fines, civil penalties or criminal prosecution.

FDA approval is required before any new drug, can be marketed in the U.S. The process required by the FDA before a new drug product may be marketed in the U.S. generally involves:

- completion of preclinical laboratory and animal testing and formulation studies in compliance with the FDA's good laboratory practice, or GLP, regulation;
- submission to the FDA of an IND for human clinical testing which must become effective before human clinical trials may begin in the U.S.;
- approval by an independent institutional review board, or IRB, at each site where a clinical trial will be performed before the trial may be initiated at that site;

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- performance of adequate and well-controlled human clinical trials in accordance with good clinical practices, or GCP, to establish the safety and efficacy of the proposed product candidate for each intended use;
- satisfactory completion of an FDA pre-approval inspection of the facility or facilities at which the product is manufactured to assess compliance with the FDA's cGMP regulations;
- submission to the FDA of a new drug application, or NDA, which must be accepted for filing by the FDA;
- satisfactory completion of an FDA advisory committee review, if applicable;
- payment of user fees, if applicable; and
- FDA review and approval of the NDA.

The preclinical and clinical testing and approval process requires substantial time, effort and financial resources. Pre-clinical tests include laboratory evaluation of product chemistry, formulation, manufacturing and control procedures and stability, as well as animal studies to assess the toxicity and other safety characteristics of the product. The results of preclinical tests, together with manufacturing information, analytical data and a proposed clinical trial protocol and other information, are submitted as part of an IND to the FDA. Some preclinical testing may continue even after the IND is submitted. The IND automatically becomes effective 30 days after receipt by the FDA, unless the FDA, within the 30-day time period, raises concerns or questions and places the clinical trial on a clinical hold. In such a case, the IND sponsor and the FDA must resolve any outstanding concerns before the clinical trial can begin. A clinical hold may occur at any time during the life of an IND and may affect one or more specific studies or all studies conducted under the IND.

All clinical trials must be conducted under the supervision of one or more qualified investigators in accordance with GCPs. They must be conducted under protocols detailing the objectives of the trial, dosing procedures, research subject selection and exclusion criteria and the safety and effectiveness criteria to be evaluated. Each protocol must be submitted to the FDA as part of the IND, and progress reports detailing the results of the clinical trials must be submitted at least annually. In addition, timely safety reports must be submitted to the FDA and the investigators for serious and unexpected adverse events. An institutional review board, or IRB, at each institution participating in the clinical trial must review and approve each protocol before a clinical trial commences at that institution and must also approve the information regarding the trial and the consent form that must be provided to each trial subject or his or her legal representative, monitor the study until completed and otherwise comply with IRB regulations.

Sponsors of clinical trials generally must register and report, at the NIH-maintained website ClinicalTrials.gov, key parameters of certain clinical trials. For purposes of an NDA submission and approval, human clinical trials are typically conducted in the following sequential phases, which may overlap or be combined:

- *Phase 1:* The product is initially introduced into healthy human patients and tested for safety, dose tolerance, absorption, metabolism, distribution and excretion and, if possible, to gain an early indication of its effectiveness.
- *Phase 2:* The product is administered to a limited patient population to identify possible adverse effects and safety risks, to preliminarily evaluate the efficacy of the product for specific targeted indications and to determine dose tolerance and optimal dosage. Multiple Phase 2 clinical trials may be conducted by the sponsor to obtain information prior to beginning larger and more extensive clinical trials.
- *Phase 3:* These are commonly referred to as pivotal studies. When Phase 2 evaluations demonstrate that a dose range of the product appears to be effective and has an acceptable safety profile, trials are undertaken in large patient populations to further evaluate dosage, to obtain additional evidence of clinical efficacy and safety in an expanded patient population at multiple, geographically-dispersed clinical trial sites, to establish the overall risk-benefit relationship of the product and to provide adequate information for the labeling of the product.

- *Phase 4:* In some cases, the FDA may condition approval of an NDA for a product candidate on the sponsor's agreement to conduct additional clinical trials to further assess the product's safety and effectiveness after NDA approval. Such post-approval trials are typically referred to as Phase 4 studies.

The results of product development, preclinical studies and clinical trials, along with descriptions of the manufacturing process, analytical tests conducted on the chemistry of the drug, proposed labeling, and other relevant information are submitted to the FDA as part of an NDA requesting approval to market the product. The submission of an NDA is subject to the payment of user fees; a waiver of such fees may be obtained under certain limited circumstances. The FDA reviews all NDAs submitted to ensure that they are sufficiently complete for substantive review before it accepts them for filing. The FDA may request additional information rather than accept a NDA for filing. In this event, the NDA must be resubmitted with the additional information. The resubmitted application also is subject to review before the FDA accepts it for filing. Once the submission is accepted for filing, the FDA begins an in-depth substantive review.

Section 505(b)(2) New Drug Applications

According to section 505 of the FDCA, there are three types of new drug applications: (1) an application that contains full reports of investigations of safety and effectiveness (section 505(b)(1)); (2) an application that contains full reports of investigations of safety and effectiveness but where at least some of the information required for approval comes from studies not conducted by or for the applicant and for which the applicant has not obtained a right of reference from the entity that performed the studies (section 505(b)(2)); and (3) an application that contains information to show that the proposed product is identical in active ingredient, dosage form, strength, route of administration, labeling, quality, performance characteristics, and intended use, among other things, to a previously approved product (section 505(j)). We intend to submit a 505(b)(2) NDA for our EGP-437 Combination Product.

Section 505(b)(2) of the FDCA enables an applicant to rely, in part, on the FDA's findings of safety and efficacy for an existing product, or published literature, in support of its NDA. Using this approval pathway may allow us to rely in part on information in the public domain to support the safety and effectiveness of EGP-437. The FDA may also require sponsors to perform additional clinical trials, measurements, or other types of studies or assessments (e.g., bridging studies) to support any change from the previously approved product. The review process is lengthy and often difficult, and the FDA may refuse to approve an NDA if the applicable regulatory criteria are not satisfied or may require additional clinical or other data and information. Even if such data and information is submitted, the FDA may ultimately decide that the NDA does not satisfy the criteria for approval. Data obtained from clinical trials are not always conclusive and the FDA may interpret data differently than we interpret the same data. The FDA may issue a complete response letter, which may require additional clinical or other data or impose other conditions that must be met in order to secure final approval of the NDA or an approved letter following satisfactory completion of all aspects of the review process. The FDA reviews an NDA to determine, among other things, whether a product is safe and effective for its intended use and whether its manufacturing is cGMP-compliant to assure and preserve the product's identity, strength, quality and purity. Before approving an NDA, the FDA will inspect the facility or facilities where the product is manufactured.

To the extent that a Section 505(b)(2) NDA relies on clinical trials conducted for a previously approved drug product or the FDA's prior findings of safety and effectiveness for a previously approved drug product, the 505(b)(2) applicant must submit patent certifications in its 505(b)(2) application with respect to any patents listed for the approved product on which the application relies in the FDA's publication, *Approved Drug Products with Therapeutic Equivalence Evaluations* (commonly referred to as the *Orange Book*). Specifically, the applicant must certify for each listed patent that (1) the required patent information has not been filed; (2) the listed patent has expired; (3) the listed patent has not expired, but will expire on a particular date and approval is not sought until after patent expiration; or (4) the listed patent is invalid, unenforceable or will not be infringed by the proposed new product. A certification that the new product will not infringe the previously approved product's listed patent or that such patent is invalid or unenforceable is known as a Paragraph IV certification. If the applicant does not challenge one or more listed patents through a Paragraph IV certification, the FDA will not approve the Section 505(b)(2) NDA application until all the unchallenged listed patents claiming the referenced product have expired. Further, the FDA will also not

accept or approve, as applicable, a Section 505(b)(2) NDA application until any non-patent exclusivity, such as exclusivity for obtaining approval of a New Chemical Entity, listed in the Orange Book for the referenced product, has expired.

If the 505(b)(2) NDA applicant has provided a Paragraph IV certification to the FDA, the applicant must also send notice of the Paragraph IV certification to the owner of the referenced NDA for the previously approved product and relevant patent holders within 20 days after the 505(b)(2) NDA has been accepted for submission by the FDA. The NDA and patent holders may then initiate a patent infringement suit against the 505(b)(2) applicant. Under the FDCA, the filing of a patent infringement lawsuit within 45 days of receipt of the notification regarding a Paragraph IV certification automatically prevents the FDA from approving the Section 505(b)(2) NDA for 30 months, or until a court deems the patent unenforceable, invalid or not infringed, whichever is earlier. Moreover, in cases where a 505(b)(2) application containing a Paragraph IV certification is submitted during a previously approved drug's five year exclusivity period, the 30-month period is automatically extended to prevent approval of the 505(b)(2) application until the date that is seven and one-half years after approval of the previously approved reference product. The court also has the ability to shorten or lengthen either the 30 month or the seven and one-half year period if either party is found not to be reasonably cooperating in expediting the litigation. Thus, the Section 505(b)(2) applicant may invest a significant amount of time and expense in the development of its product only to be subject to significant delay and patent litigation before its product may be commercialized. Alternatively, if the NDA applicant or relevant patent holder does not file a patent infringement lawsuit within the specified 45 day period, the 30 month stay will not prevent approval of the 505(b)(2) application.

Notwithstanding the approval of many products by the FDA pursuant to Section 505(b)(2), over the last few years, some pharmaceutical companies and others have objected to the FDA's interpretation of Section 505(b)(2). If the FDA changes its interpretation of Section 505(b)(2), or if the FDA's interpretation is successfully challenged in court, this could delay or even prevent the FDA from approving any Section 505(b)(2) NDAs that we submit.

In the NDA submissions for our product candidates, we intend to follow the development and approval pathway permitted under the FDCA that we believe will maximize the commercial opportunities for these product candidates.

Combination Product Regulations

Medical products containing a combination of new drugs, biological products, or medical devices may be regulated as "combination products" in the U.S. A combination product generally is defined as a product comprised of components from two or more regulatory categories, such as drug/device, device/biologic, or drug/biologic. Each component of a combination product is subject to the requirements established by the FDA for that type of component, whether a new drug, biologic, or device. In order to facilitate premarket review of combination products, the FDA designates one of its centers to have primary jurisdiction for the premarket review and regulation of both components. We expect that the Center for Drug Evaluation and Research will have primary jurisdiction over our EGP-437 Combination Product. The determination whether a product is a combination product or two separate products is made by the FDA on a case-by-case basis. We have had discussions with the FDA about the status of our EGP-437 Combination Product as a combination product and we have been told that the FDA considers our product a combination drug/device.

We will be subject to regulations governing medical devices separate from those governing drugs. After the FDA permits a device to enter commercial distribution, however, numerous regulatory requirements apply. These include:

- product labeling regulations;
- general prohibition against promoting products for unapproved or "off-label" uses;
- corrections and removals (e.g., recalls);
- establishment registration and device listing;
- general prohibitions against the manufacture and distribution of adulterated and misbranded devices; and

- the Medical Device Reporting regulation, which requires that manufacturers report to the FDA if their device may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if it were to recur.

Failure to comply with these regulatory requirements could result in civil fines, product seizures, injunctions, and/or criminal prosecution of responsible individuals and us.

Approval or Clearance of Medical Devices

Medical devices, such as our EyeGate® II Delivery System, may be evaluated either through the premarket approval, or PMA process, or the 510(k) clearance process, depending on the classification of the device. The regulatory classification for the Eyegate® II Delivery System is defined under Code of Federations Regulations 21, Part 890, section 5525 (21CFR 890.5525). The FDA has confirmed that the EyeGate® II Delivery System will be submitted under the 510(k) clearance process. The FDA has further clarified the Code to state that an iontophoresis device intended for use with a specific drug that has been approved for delivery by iontophoresis is a class II device. The Eyegate® II Delivery System will be indicated for use with a specific drug (EGP-437) that will be approved through the NDA process and therefore classified as a class II device. Gathering clinical evidence for devices is subject to FDA's good clinical practice regulations, including requirements for IRB approval and informed consent. Significant risk devices require an approved investigational device exemption application before studies may begin. PMA approval typically requires, among other things, the submission of valid scientific evidence in the form of preclinical and clinical data, and a pre-approval inspection to determine if the manufacturing facility complies with cGMP practices under the quality system regulation that governs the design and all elements of the manufacture of devices. For clearance, a 510(k) must demonstrate substantial equivalence, i.e., must show that the device is as safe and effective as an already legally marketed device, also known as a predicate device. The evaluation of the newer device must not raise different questions of safety and effectiveness than that of the predicate device. 510(k)s normally do not, but sometimes do, require clinical data for clearance.

Post-Approval Requirements

Once an NDA is approved, a product will be subject to pervasive and continuing regulation by the FDA, including, among other things, requirements relating to product/device listing, recordkeeping, periodic reporting, product sampling and distribution, advertising and promotion and reporting of adverse experiences with the product.

In addition, drug manufacturers and other entities involved in the manufacture and distribution of approved drugs are required to register their establishments with the FDA and state agencies, and are subject to periodic unannounced inspections by the FDA and these state agencies for compliance with cGMP requirements. Changes to the manufacturing process are strictly regulated and generally require prior FDA approval before being implemented. FDA regulations also require investigation and correction of any deviations from cGMP and impose reporting and documentation requirements upon us and any third-party manufacturers that we may decide to use. Accordingly, manufacturers must continue to expend time, money, and effort in the area of production and quality control to maintain cGMP compliance.

Once an approval is granted, the FDA may withdraw the approval if compliance with regulatory requirements and standards is not maintained or if problems occur after the product reaches the market. Later discovery of previously unknown problems with a product, including adverse events of unanticipated severity or frequency, or with manufacturing processes, or failure to comply with regulatory requirements, may result in, among other things:

- restrictions on the marketing or manufacturing of the product, complete withdrawal of the product from the market or product recalls;
- fines, warning letters or holds on post-approval clinical trials;
- refusal of the FDA to approve pending applications or supplements to approved applications, or suspension or revocation of product license approvals;
- product seizure or detention, or refusal to permit the import or export of products; or

- injunctions or the imposition of civil or criminal penalties.

The FDA strictly regulates marketing, labeling, advertising and promotion of products that are placed on the market. While physicians may prescribe for off label uses, manufacturers may only promote for the approved indications and in accordance with the provisions of the approved label. The FDA and other agencies actively enforce the laws and regulations prohibiting the promotion of off label uses, and a company that is found to have improperly promoted off label uses may be subject to significant liability, both at the federal and state levels.

Patent Term Restoration and Marketing Exclusivity

Depending upon the timing, duration and specifics of FDA approval of the use of our drug candidates, some of our U.S. patents may be eligible for limited patent term extension under the Drug Price Competition and Patent Term Restoration Act of 1984, referred to as the Hatch-Waxman Act. The Hatch-Waxman Act permits a patent restoration term of up to five years as compensation for patent term lost during product development and the FDA regulatory review process. However, patent term restoration cannot extend the remaining term of a patent beyond a total of 14 years from the product's approval date. The patent term restoration period is generally one-half the time between the effective date of an IND, and the submission date of an NDA, plus the time between the submission date of an NDA and the approval of that application. Only one patent applicable to an approved drug is eligible for the extension and the application for extension must be made prior to expiration of the patent. The U.S. Patent and Trademark Office, in consultation with the FDA, reviews and approves the application for any patent term extension or restoration. In the future, we intend to apply for restorations of patent term for some of our currently owned or licensed patents to add patent life beyond their current expiration date, depending on the expected length of clinical trials and other factors involved in the submission of the relevant NDA.

Market exclusivity provisions under the FDCA also can delay the submission or the approval of certain applications. The FDCA provides a five-year period of non-patent marketing exclusivity within the U.S. to the first applicant to gain approval of an NDA for a new chemical entity. A drug is a new chemical entity if the FDA has not previously approved any other new drug containing the same active moiety, which is the molecule or ion responsible for the action of the drug substance. During the exclusivity period, the FDA may not accept for review an abbreviated new drug application, or ANDA, or a 505(b)(2) NDA submitted by another company for another version of such drug where the applicant does not own or have a legal right of reference to all the data required for approval. However, an application may be submitted after four years if it contains a certification of patent invalidity or non-infringement. The FDCA also provides three years of marketing exclusivity for an NDA, 505(b)(2) NDA or supplement to an approved NDA if new clinical investigations, other than bioavailability studies, that were conducted or sponsored by the applicant are deemed by the FDA to be essential to the approval of the application, for example, for new indications, dosages or strengths of an existing drug. This three-year exclusivity covers only the conditions associated with the new clinical investigations and does not prohibit the FDA from approving ANDAs for drugs containing the original active agent. Five-year and three-year exclusivity will not delay the submission or approval of a full NDA; however, an applicant submitting a full NDA would be required to conduct or obtain a right of reference to all of the preclinical studies and adequate and well-controlled clinical trials necessary to demonstrate safety and effectiveness.

Manufacturing Requirements

We and our third party manufacturers must comply with applicable FDA regulations relating to FDA's cGMP regulations. The cGMP regulations include requirements relating to organization of personnel, buildings and facilities, equipment, control of components and drug product containers and closures, production and process controls, packaging and labeling controls, holding and distribution, laboratory controls, extensive records and reports, and returned or salvaged products. The manufacturing facilities for our products must meet cGMP requirements to the satisfaction of the FDA pursuant to a pre-approval inspection before we can use them to manufacture our products. We and our third party manufacturers and certain key component suppliers are also subject to periodic inspections of facilities by the FDA and other authorities, including procedures and operations used in the testing and manufacture of our products to assess our compliance with applicable regulations. Failure to comply with statutory and regulatory requirements subjects a manufacturer

to possible legal or regulatory action, including untitled letters, warning letters, determinations of product adulteration, the seizure or recall of products, injunctions, consent decrees placing significant restrictions on or suspending manufacturing operations and civil and criminal penalties. Adverse experiences with the product must be reported to the FDA and could result in the imposition of market restrictions through labeling changes or in product removal. Product approvals may be withdrawn if compliance with regulatory requirements is not maintained or if problems concerning safety or efficacy of the product occur following approval. Such perceived problems concerning safety or efficacy may arise in the context of clinical studies continued as a result of our post-marketing obligations, reports we or FDA receive from patients and healthcare providers, or literature published by third parties regarding our products or similar products.

Third Party Payor Coverage and Reimbursement

Reimbursement is expected to use standard approaches for Ophthalmology with EGP-437 reimbursed as a physician-administered drug using a drug code (J-code) and the procedure reimbursed via a CPT code in addition to the standard reimbursement for office visits. The commercial success of our EGP-437 Combination Product and, if and when commercialized, our other product candidates will depend, in part, upon the availability of coverage and reimbursement from third party payors at the federal, state and private levels, including U.S. Government payor programs, such as Medicare and Medicaid, private health care insurance companies and managed care plans have attempted to control costs by limiting coverage and the amount of reimbursement for particular procedures or drug treatments. The U.S. Congress and state legislatures from time to time propose and adopt initiatives aimed at cost containment, which could impact our ability to sell our products profitably. Ongoing federal and state government initiatives directed at lowering the total cost of health care will likely continue to focus on healthcare reform, the cost of prescription pharmaceuticals and on the reform of the Medicare and Medicaid payment systems.

We expect that the pharmaceutical industry will continue to experience pricing pressures due to these initiatives and the trend toward managed healthcare and the increasing influence of managed care organizations. Our results of operations could be adversely affected by current and future healthcare reforms.

Some third party payors also require pre-approval of coverage for new or innovative devices or drug therapies before they will reimburse healthcare providers that use such therapies. While we cannot predict whether any proposed cost-containment measures will be adopted or otherwise implemented in the future, the announcement or adoption of these proposals could have a material adverse effect on our ability to obtain adequate prices for our EGP-437 Combination Product and operate profitably.

Other Regulatory Requirements

We are also subject to various laws and regulations regarding laboratory practices, the experimental use of animals, and the use and disposal of hazardous or potentially hazardous substances in connection with our research. In each of these areas, as above, the applicable regulatory agency will have broad regulatory and enforcement powers, including, among other things, the ability to levy fines and civil penalties. Compliance with applicable environmental laws and regulations is expensive, and current or future environmental regulations may impair our research, development and production efforts, which could harm our business, operating results and financial condition.

Employees

As of July 1, 2014, we had 4 full time employees.

Facilities

We currently have no facilities other than our principal executive office located at 271 Waverley Oaks Road, Suite 108, Waltham, MA 02452, and conduct our operations using third-party manufacturing facilities and trial sites.

Legal Proceedings

While we are not currently a party to any legal proceedings, from time to time we may be a party to a variety of legal proceedings that arise in the normal course of our business.

MANAGEMENT

Executive Officers and Directors

Our executive officers and directors, and their ages and positions as of July 1, 2014, are set forth below:

<u>Name</u>	<u>Age</u>	<u>Position</u>	<u>Served as Officer or Director Since</u>
Executive Officers			
Stephen From	51	President and Chief Executive Officer	October 2005
Michael Manzo	55	Vice President of Engineering	October 2006
Directors			
Paul Chaney	56	Chairman	September 2007
Morton Goldberg ⁽²⁾	77	Director	October 2008
Praveen Tyle ⁽¹⁾⁽²⁾	54	Director	June 2008
Thomas Balland ⁽³⁾	36	Director	September 2012
Thomas E. Hancock ⁽¹⁾⁽³⁾	50	Director	January 2007
Bernard Malfroy-Camine ⁽¹⁾⁽²⁾	61	Director	July 2012
Mounia Chaoui ⁽³⁾	42	Director	October 2013
Stephen From	51	Director	October 2005

(1) Member of Compensation Committee.

(2) Member of Nominating and Corporate Governance Committee, or Governance Committee.

(3) Member of Audit Committee.

Executive Officers

Stephen From, President and Chief Executive Officer, has served as our President, Chief Executive Officer, and director since October 2005. Mr. From was formerly the Chief Financial Officer at Centelion SAS, an independent biotechnology subsidiary of Sanofi-Aventis. Prior to this, Mr. From spent several years as an investment banker specializing in the biotechnology and medical device sectors. He served as Director in the Global Healthcare Corporate and Investment Banking Group and Head of European Life Sciences for Bank of America Securities. Mr. From holds a BSc from the University of Western Ontario, an accounting diploma from Wilfred Laurier University and has qualified as a Chartered Accountant in Ontario, Canada.

We believe Mr. From's qualifications to sit on our board of directors include his executive leadership experience, financial expertise and the knowledge and understanding he has gained from serving as our President and Chief Executive Officer since 2005.

Michael Manzo, Vice President of Engineering, has been with us since October 2006 and has served as Vice President of Engineering for the last seven years. Mr. Manzo has over 30 years of experience in product development and manufacturing in the medical device industry. Prior to working at Eyegate, Mr. Manzo held positions of President and Chief Operating Officer (2002 – 2006) at Jenline Industries, Ltd., which is now part of Helix Medical, LLC. He has been part of multiple start-up companies over the years, ranging in medical specialties from cardiology, radiology, urology and laproscopic surgery. Mr. Manzo holds a Masters in Business Administration Degree from Suffolk University and a Bachelor of Science Degree in engineering from University of Massachusetts, Lowell.

Non-Employee Directors

Paul Chaney, Chairman of the Board, has served as a director since September 2007. He is co-founder, President & CEO of PanOptica, Inc, a private venture-backed biopharmaceutical company that licenses and develops drugs for the treatment of important ophthalmic conditions, and has held such positions since March 2009. Prior to founding PanOptica, Paul was Executive Vice President and President of Eyetech Pharmaceuticals Inc. or Eyetech. Prior to being acquired by OSI Pharmaceuticals Inc., Paul served as Eyetech's Chief Operating Officer, where he was responsible for the launch of Macugen, the first anti-VEGF treatment for neovascular age-related macular degeneration (wet-AMD), and was part of the executive team which led Eyetech's initial public offering in 2004. Paul has over 30 years of experience in the

biopharmaceutical and ophthalmic medical device industry, including a variety of senior management positions at Pharmacia Corporation. He began his career as a sales representative for The Upjohn Company in 1980. Paul earned a double BA in English and Biological Sciences from the University of Delaware.

We believe Mr. Chaney's qualifications to sit on our board of directors include his executive leadership experience, including 19 years leading major ophthalmology businesses both in the U.S. and globally for both a large public pharmaceutical company and privately held start-ups. Mr. Chaney's responsibilities have spanned commercial operations, manufacturing, regulatory, business development, non-clinical and clinical development functions. He was responsible for building and leading the commercial organizations responsible for the launches of major glaucoma and retina therapeutics, and commercializing the ophthalmic device business for Pharmacia Corporation.

Morton F. Goldberg, MD, Director, has served as a director since June 2008. Since 2003 he has served as the Joseph E. Green Professor of Ophthalmology at the Wilmer Eye Institute, Johns Hopkins University School of Medicine, to which position he was appointed in 2003. From 1989 to 2003 he served as the Director and William Holland Wilmer Professor of Ophthalmology at the Wilmer Eye Institute. Prior to this, he was a Professor and Chairman of the Department of Ophthalmology at the University of Illinois College of medicine in Chicago for nearly 20 years. Dr. Goldberg trained at Johns Hopkins as a resident and chief resident, and holds a joint appointment at the Johns Hopkins Applied Physics Laboratory. He is also a past President of the Association for Research in Vision and Ophthalmology, the Macula Society, and the Association of University Professors of Ophthalmology. Dr. Goldberg received his undergraduate degree with honors from Harvard College and his MD with honors from Harvard Medical School.

We believe Dr. Goldberg's qualifications to sit on our board of directors include his extensive expertise in eye care. He is a board certified in ophthalmology and highly experienced in both research and clinical ophthalmology. He has served as academic department chairman for almost 40 years, and also served as Chief Editor of the Archives of Ophthalmology, an important scientific and clinical journal. He has recently completed 50 years of personal eye research as well as personal care of innumerable eye patients having diseases amenable to treatment by iontophoresis.

Praveen Tyle, PhD, Director, has served as a director since June 2008. He is currently President, Chief Executive Officer and Member of the Board of Directors of Osmotica Pharmaceutical Corp., which positions he has held since January 2013. He is also a member of the board of Orient EuroPharma Co., Ltd. of Taiwan. Dr. Tyle has nearly 30 years of experience in the pharmaceutical industry with the majority of his tenure in senior executive leadership positions in areas of research and development, manufacturing, quality, business development and operations. He previously served as global Executive Vice President and Chief Scientific Officer and Managing Director of Osmotica Pharmaceutical Corp.'s Marietta, Georgia site, from August 2012 to December 2012. Prior to joining of Osmotica Pharmaceutical Corp. Dr. Tyle served as Executive Vice President (from January 2012 to August 2012) and Chief Scientific Officer (from October 2011 to August 2012) for the United States Pharmacopeia, or USP. Prior to joining USP, Dr. Tyle from 2008 to 2011, served as the Senior Vice President and Global Head of Business Development and Licensing at Novartis Consumer Health from March 2009 to September 2011. At Novartis Consumer Health, Dr. Tyle also served as Senior Vice President & Global Head of Research and Development from March 2009 to February 2010. Dr. Tyle holds a doctorate in pharmaceuticals and pharmaceutical chemistry from the Ohio State University and a BS in Pharmacy (honors) from the Institute of Technology, Banaras Hindu University in India.

We believe Dr. Tyle's qualifications to sit on our board of directors include his executive research and development leadership experience and significant mergers and acquisitions and business development and licensing experience.

Thomas Balland, Director, has served as a director since September 2012. He is a Managing Director at IPSA, a venture capital firm, where he has been since 2002. He has over 10 years of venture capital investment experience. In addition to the company, Mr. Balland has invested in and serves on the boards of several biotech and medtech companies including CMC Biologics, Immutep S.A., SpineVision SA and SpineGuard S.A. He was also on the boards of several companies that were acquired by larger entities in the life sciences industry, including Technolas Perfect Vision GmbH. Prior to joining IPSA in 2002 Mr. Balland

held various positions with firms such as Mars, Inc. and Up&Up. He has degrees in engineering and finance from INSA Lyon and ESCP-EAP respectively.

We believe Mr. Balland's qualifications to sit on our board of directors include his executive leadership experience and his business development, strategic planning and mergers and acquisitions experience with biotech and medtech companies.

Thomas E. Hancock, Director, has served as a director since January 2007. He has over fourteen years of experience in the biopharmaceutical industry and equity capital markets. Since September, 2004, he has been the a Principal of Nexus Medical Partners, where he has been responsible for several investments, including A&G Pharmaceuticals Inc., Magellan Biosciences, Inc., and Panacos Pharmaceuticals, Inc. and a principal of Nexus Investment Company, a FINRA member. Prior to joining Nexus Medical Partners, Thomas was a Senior Equity Analyst and Managing Director at US Bancorp Piper Jaffray, covering both the biopharmaceutical and drug discovery tools markets. He has also held numerous positions at Genentech, Inc. and COR Therapeutics, Inc. Mr. Hancock has a BS in Molecular Biology and a MBA from UC Berkeley.

We believe Mr. Hancock's qualifications to sit on our board of directors include his many years of biotech, investment banking and venture capital experience.

Bernard Malfroy-Camine, PhD, Director, has served as a director since July 2012. He is a scientist-turned-entrepreneur with nearly 30 years of experience in biotechnology and drug discovery. Since May 2013, he has been President and CEO of ViThera Pharmaceuticals, Inc. He has also served as Director, Business Development US Operations at Voisin Consulting, Inc. (also known as Voisin Consulting Life Sciences) since September 2012. Since October 2008, Dr. Malfroy-Camine has also been Founder, President and CEO of MindSet Rx, Inc., a virtual company which is a continuation of Eukarion, Inc., a Biotech company he had founded in 1991, and of which he was President and CEO. Dr. Malfroy-Camine has over 80 scientific publications and holds approximately 20 patents. He has a Master's degree in Mathematics and Physics from Ecole Polytechnique (Paris) and a Ph.D. in Neurobiology from University Paris VI.

We believe Dr. Malfroy-Camine's qualifications to sit on our board of directors include his executive leadership experience and his extensive experience in entrepreneurship, drug discovery and drug development.

Mounia Chaoui, Director, has served as a director since October 2013. Since May 2013, she has been a general partner at Turenne Capital, a healthcare growth and venture capital company. She has also served, since January 2013, as CEO of Finbiomed sarl, a financial consulting company. Prior to 2013, Ms. Chaoui served as Chief Executive Officer and Managing Partner at Inserm Transfert Initiative, a seed capital fund, from January 2012 to December 2012, and as principal, then general partner, of Ventech Venture Capital, from July 2001 to January 2012. She brings investor experience in life sciences and expertise in building international syndications. Ms. Chaoui has sat or is still sitting on the boards of BioVex Group, Inc., Cellerix, S.A., Covagen AG, Funxional Therapeutics Ltd., Inserm Transfert Initiative, Groupe Sebbin SAS, Scynexis, Inc., TiGenix NV and Xytis Pharmaceuticals Ltd. Ms. Chaoui graduated as an engineer from Ecole Centrale de Paris and holds a Ph.D. in Molecular Biophysics.

We believe Ms. Chaoui's qualifications to sit on our board of directors include her executive leadership and 16 years of experience in fund raising, business, financial, clinical and technology development of biotechnology and medtechnology companies.

Board of Directors

In addition to the rights of our board of directors to elect directors under certain circumstances in accordance with our by-laws, members of our board of directors are elected at our annual meeting of stockholders

Independent Directors

Our board of directors is currently composed of eight members. Immediately after this offering, we will confirm that seven qualify as independent directors in accordance with the published listing requirements of NASDAQ. The independent members of our board of directors also will hold separate regularly scheduled executive session meetings at which only independent directors are present.

Classified Board

Immediately after this offering, our board of directors will be divided into three classes with staggered three-year terms. At each annual meeting of stockholders, the successors to directors whose terms then expire will be elected to serve from the time of election and qualification until the third annual meeting following election. Our directors will be divided among the three classes as follows:

- The Class I directors will be Paul Chaney and Bernard Malfroy-Camine, and their terms will expire at the annual meeting of stockholders to be held in 2015;
- The Class II directors will be Thomas E. Hancock, Praveen Tyle and Morton F. Goldberg, and their terms will expire at the annual meeting of stockholders to be held in 2016; and
- The Class III directors will be Stephen From, Thomas Balland and Mounia Chaoui, and their terms will expire at the annual meeting of stockholders to be held in 2017.

The authorized number of directors may be changed only by resolution of the board of directors. This classification of the board of directors into three classes with staggered three-year terms may have the effect of delaying or preventing changes in our control or management.

Board Leadership Structure

Our board of directors is currently led by its chairman, Paul Chaney. Our board of directors recognizes that it is important to determine an optimal board leadership structure to ensure the independent oversight of management as the company continues to grow. We separate the roles of chief executive officer and chairman of the board in recognition of the differences between the two roles. The chief executive officer is responsible for setting the strategic direction for the company and the day-to-day leadership and performance of the company, while the chairman of the board of directors provides guidance to the chief executive officer and presides over meetings of the full board of directors. We believe that this separation of responsibilities provides a balanced approach to managing the board of directors and overseeing the company.

Our board of directors has concluded that our current leadership structure is appropriate at this time. However, our board of directors will continue to periodically review our leadership structure and may make such changes in the future as it deems appropriate.

Role of Board in Risk Oversight Process

Our board of directors has responsibility for the oversight of the company's risk management processes and, either as a whole or through its committees, regularly discusses with management our major risk exposures, their potential impact on our business and the steps we take to manage them. The risk oversight process includes receiving regular reports from board committees and members of senior management to enable our board to understand the company's risk identification, risk management and risk mitigation strategies with respect to areas of potential material risk, including operations, finance, legal, regulatory, strategic and reputational risk.

The audit committee reviews information regarding liquidity and operations, and oversees our management of financial risks. Periodically, the audit committee reviews our policies with respect to risk assessment, risk management, loss prevention and regulatory compliance. Oversight by the audit committee includes direct communication with our external auditors, and discussions with management regarding significant risk exposures and the actions management has taken to limit, monitor or control such exposures. The compensation committee is responsible for assessing whether any of our compensation policies or programs has the potential to encourage excessive risk-taking. The nominating/corporate governance committee manages risks associated with the independence of the board, corporate disclosure practices, and potential conflicts of interest. While each committee is responsible for evaluating certain risks and overseeing the management of such risks, the entire board is regularly informed through committee reports about such risks. Matters of significant strategic risk are considered by our board as a whole.

Corporate Governance

We believe our corporate governance initiatives comply with the Sarbanes-Oxley Act and the rules and regulations of the SEC adopted thereunder. In addition, we believe our corporate governance initiatives comply with the rules of The NASDAQ Capital Market. After this offering, our board of directors will continue to evaluate our corporate governance principles and policies.

Immediately after this offering, our board of directors will adopt a code of business conduct that applies to each of our directors, officers and employees. The code will address various topics, including:

- compliance with applicable laws, rules and regulations;
- conflicts of interest;
- public disclosure of information;
- insider trading;
- corporate opportunities;
- competition and fair dealing;
- gifts;
- discrimination, harassment and retaliation;
- health and safety;
- record-keeping;
- confidentiality;
- protection and proper use of company assets;
- payments to government personnel; and
- reporting illegal and unethical behavior.

The code of business conduct will be posted on our website. Any waiver of the code of business conduct for an executive officer or director may be granted only by our board of directors or a committee thereof and must be timely disclosed as required by applicable law. The code of business conduct will implement whistleblower procedures that establish format protocols for receiving and handling complaints from employees. Any concerns regarding accounting or auditing matters reported under these procedures will be communicated promptly to the audit committee.

Board Committees

Our board of directors has established an audit committee, a compensation committee and governance committee, each of which will operate, immediately following the closing of this offering, under a charter that has been approved by our board. The composition of each committee will be effective immediately following the closing of this offering. Prior to the completion of this offering, the directors serving as members of these committees will meet the criteria for independence under, and the functioning of these committees will comply with, the applicable requirements of the Sarbanes-Oxley Act, the current rules of The NASDAQ Capital Market and SEC rules and regulations. We intend to comply with future requirements as they become applicable to us. Each committee has the composition and responsibilities described below.

Audit Committee

Our board of directors has established an audit committee, which, as of the date of this prospectus, will be comprised of Thomas E. Hancock, Thomas Balland and Mounia Chaoui, each of whom is a non-employee member of the board of directors. Thomas E. Hancock will serve as the chair of the audit committee. The audit committee's main function will be to oversee our accounting and financial reporting processes, internal

systems of control, independent registered public accounting firm relationships and the audits of our financial statements. Pursuant to the audit committee charter, the functions of the committee will include, among other things:

- appointing, approving the compensation of, and assessing the independence of our registered public accounting firm;
- overseeing the work of our registered public accounting firm, including through the receipt and consideration of reports from such firm;
- reviewing and discussing with management and the registered public accounting firm our annual and quarterly financial statements and related disclosures;
- monitoring our internal control over financial reporting and our disclosure controls and procedures;
- meeting independently with our registered public accounting firm and management;
- preparing the audit committee report required by SEC rules;
- reviewing and approving or ratifying any related person transactions; and
- overseeing our risk assessment and risk management policies.

All members of our audit committee meet the requirements for financial literacy under the applicable rules and regulations of the SEC and The NASDAQ Capital Market. Our board of directors has determined that Thomas E. Hancock is an “audit committee financial expert” as defined by applicable SEC rules and has the requisite financial sophistication as defined under the applicable NASDAQ rules and regulations.

Compensation Committee

Our board of directors has established a compensation committee, which, as of the date of this prospectus, will be comprised of Thomas E. Hancock, Praveen Tyle and Bernard Malfroy-Camine. Praveen Tyle will serve as the chair of the compensation committee. Our compensation committee will review and recommend policies relating to compensation and benefits of our officers and employees. Pursuant to the compensation committee charter, the functions of this committee will include:

- evaluating the performance of our chief executive officer and determining the chief executive officer’s salary and contingent compensation based on his or her performance and other relevant criteria;
- identifying the corporate and individual objectives governing the chief executive officer’s compensation;
- in consultation with the chief executive officer, determining the compensation of our other officers;
- making recommendations to our board with respect to director compensation;
- reviewing and approving the terms of material agreements with our executive officers;
- overseeing and administering our equity incentive plans and employee benefit plans;
- reviewing and approving policies and procedures relating to the perquisites and expense accounts of our executive officers;
- if and as applicable, furnishing the annual compensation committee report required by SEC rules; and
- conducting a review of executive officer succession planning, as necessary, reporting its findings and recommendations to our board of directors, and working with the Board in evaluating potential successors to executive officer positions.

Our board of directors has determined that each of the members of the Compensation Committee is independent under the applicable rules and regulations of The NASDAQ Capital Market, is a “non-employee

director” as defined in Rule 16b-3 promulgated under the Exchange Act and is an “outside director” as that term is defined in Section 162(m) of the United States Internal Revenue Code of 1986, as amended, or Section 162(m).

Governance Committee

Our board of directors has established, effective as of the closing of this offering, a governance committee, which will be comprised of Bernard Malfroy-Camine, Morton F. Goldberg and Praveen Tyle. Bernard Malfroy-Camine will serve as the chair of the governance committee. Pursuant to the governance committee charter, the functions of this committee will include, among other things:

- identifying, evaluating, and making recommendations to our board of directors and our stockholders concerning nominees for election to our board, to each of the board’s committees and as committee chairs;
- annually reviewing the performance and effectiveness of our board and developing and overseeing a performance evaluation process;
- annually evaluating the performance of management, the board and each board committee against their duties and responsibilities relating to corporate governance;
- annually evaluating adequacy of our corporate governance structure, policies, and procedures; and
- providing reports to our board regarding the committee’s nominations for election to the board and its committees.

Compensation Committee Interlocks and Insider Participation

None of the members of our compensation committee is or has in the past served as an officer or employee of our company. None of our executive officers currently serves, or in the past year has served, as a member of the board of directors or compensation committee of any entity that has one or more executive officers serving on our board of directors or compensation committee.

Limitations on Liability and Indemnification Matters

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers or controlling persons, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Non-Employee Director Compensation

Prior to this offering, we generally have not provided any cash compensation to our non-employee directors for their service on our board of directors or committees of our board of directors. We do not have an established policy with regard to equity-based compensation of members of our board of directors.

Upon the closing of this offering, each of our non-employee directors will be granted an option to purchase shares of our common stock with an exercise price per share equal to the initial public offering price listed on the cover of this prospectus. Each of these options will vest in three equal annual installments following the date of the grant, and each shall provide for full acceleration in the event of a change of control.

Following the closing of this offering, each member of our board of directors who is not our employee will thereafter be entitled to receive the following cash compensation for board services, as applicable:

- \$35,000 per year for service as a board of directors member;
- \$62,500 per year for service as chairman of the board of directors.
- \$15,000 per year for service as chairman of the Audit Committee;
- \$10,000 per year for service as chairman of the Compensation Committee;
- \$7,000 per year for service as chairman of the Governance Committee;
- \$7,500 per year for service as non-chairman member of the Audit Committee;
- \$5,000 per year for service as non-chairman member of the Compensation Committee; and

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- \$3,500 per year for service as non-chairman member of the Governance Committee.

Each non-employee member of our board of directors that is initially elected to the our board of directors following the closing of this offering will receive an automatic grant of non-statutory stock options under our 2014 Equity Incentive Plan. Such option will be granted on business day following his or her initial election to the board of directors and will be a non-statutory stock option to purchase shares of common stock with an exercise price equal to the fair market value of our common stock on the grant date. These initial option grants will vest ratably in annual installments over 3 years of service following the date of grant. For purposes of our automatic director grant program, a non-employee director is a director who is not employed by us and who does not receive compensation from us (excluding the non-employee director compensation described above) or have a business relationship with us that would require disclosure under certain Securities and Exchange Commission rules.

In addition, on the date of each annual meeting of our stockholders, each non-employee director will be granted a non-statutory stock option to purchase shares of our common stock with an exercise price equal to the fair market value of our common stock on the grant date. A non-employee director who receives an initial award will not receive the additional annual award in the same calendar year. Automatic annual grants vest in full on the one-year anniversary of the grant date.

All options granted to the non-employee directors as described above will have a maximum term of ten years.

We will also reimburse our non-employee directors for their reasonable out-of-pocket expenses incurred in attending board of directors and committee meetings.

EXECUTIVE COMPENSATION

This section discusses the material components of the compensation paid to certain of our executive officers, which we refer to as our named executive officers. For our fiscal years ended December 31, 2012 and December 31, 2013, our named executive officers and their positions were:

- Stephen From, President and Chief Executive Officer
- Michael Manzo, Vice President of Engineering

Summary Compensation Table

The following table sets forth information concerning the compensation of our named executive officers during our fiscal years ended December 31, 2012 and December 31, 2013.

<u>Name and Principal Position</u>	<u>Year</u>	<u>Salary (\$)</u>	<u>Bonus (\$)⁽²⁾</u>	<u>Option Awards⁽¹⁾ (\$)</u>	<u>Total (\$)</u>
Stephen From, President and Chief Executive Officer	2013	275,078	8,360	0	283,438
	2012	275,078	68,750	2,367	350,908
Michael Manzo, Vice President of Engineering	2013	175,049	0	0	175,049
	2012	175,049	17,505	2,367	199,634

1. The amounts in this column represent the aggregate grant date fair value of option awards or stock awards granted to the officer in the applicable fiscal year, computed in accordance with FASB ASC Topic 718. See Note 11 to our consolidated financial statements included elsewhere in this prospectus for a discussion of the assumptions made by us in determining the grant date fair value of our equity awards. In accordance with SEC rules, the grant date fair value of an award subject to performance conditions is based on the probable outcome of the conditions.
2. The amounts in this column represent discretionary bonus payments granted by the board in the applicable fiscal year.

Narrative Disclosure to Compensation Tables***Employment Agreements***

We have an amended and restated employment agreement with our President and Chief Executive Officer, Stephen From, effective as of April 28, 2006 through the closing of this offering. Pursuant to this agreement, Mr. From currently receives an annual base salary of \$275,078 and he is entitled to receive a bonus of up to 50% of his annual base salary for the applicable fiscal year, and which was \$8,360 and \$68,750 for the years ended December 31, 2013 and 2012, respectively.

In July 2014, our board of directors approved a second amended and restated employment agreement with Mr. From, that will become effective on the closing of this offering. Pursuant to this agreement, Mr. From will receive an annual base salary of \$400,000 and will be entitled to receive a bonus of up to 50% of his annual base salary for the applicable fiscal year. This agreement supersedes in its entirety any prior employment agreements we had with Mr. From.

We have an offer letter with our Vice President of Engineering, Michael Manzo, effective as of August 24, 2006 through the closing of this offering. Pursuant to this agreement, Mr. Manzo currently receives an annual base salary of \$175,049 and he is entitled to receive a bonus of up to 15% of his annual base salary for the applicable fiscal year, and which was \$17,505 for the year ended December 31, 2012.

In July 2014, our board of directors approved an amended and restated offer letter with Mr. Manzo, that will become effective on the closing of this offering. Pursuant to this letter, Mr. Manzo will receive an annual base salary of \$250,000 and will be entitled to receive a bonus of up to 30% of his annual base salary for the applicable fiscal year. This agreement supersedes in its entirety any prior offer letters we had with Mr. Manzo.

Each of our named executive officers is eligible to receive certain benefits in the event of a change in control or if his employment is terminated under certain circumstances, as described under "Potential Payments Upon Termination or Change in Control" below.

Equity Compensation

We grant stock options and restricted shares to our named executive officers as the long-term incentive component of our compensation program. Stock options allow employees to purchase shares of our common stock at a price per share equal to the fair market value of our common stock on the date of grant and may or may not be intended to qualify as “incentive stock options” for United States federal income tax purposes. In the past, our board of directors has determined the fair market value of our common stock based upon inputs including valuation reports prepared by third-party valuation firms. Generally, one third of the equity awards we grant vest on the first year anniversary, with the remainder vesting in equal monthly installments over 24 months, subject to the employee’s continued employment with us on the vesting date and our board of directors has discretion to provide that granted options will vest on an accelerated basis if a change of control of our company occurs, either at the time such award is granted or afterward.

Potential Payments Upon Termination or Change in Control

Stephen From

Pursuant to his employment agreement, if we terminate the employment of Stephen From without Cause or if he resigns for Good Reason, then he will be eligible to receive:

- continued payment of base salary for 1 year;
- a lump-sum cash payment equal to his target bonus payment for the year in which the termination occurs;
- reimbursement of up to \$30,000 in relocation expenses; and
- payment by us of the monthly premiums under COBRA for such executive and his eligible dependents for up to 1 year following the termination.

“Cause” means the officer’s unlawful or dishonest conduct, or a breach of any of his obligations made under his employment agreement, including, but to limited to, the confidentiality provisions.

“Good Reason” means a resignation after one of the following conditions has come into existence without the officer’s consent: i) a material reduction in duties, authority or responsibility; ii) a material reduction in annual base salary; iii) a relocation of principal place of employment that increases his one-way commute by more than 50 miles; or iv) a material breach by us of his employment agreement.

Upon a Change in Control, all outstanding unvested options held by Mr. From accelerate and vest in full.

Michael Manzo

Pursuant to his offer letter, if we terminate the employment of Michael Manzo without Cause or if he resigns for Good Reason, then he will be eligible to receive continued payment of base salary for 6 months.

“Cause” means the officer’s unlawful or dishonest conduct, or a breach of any of his obligations made under his offer letter, including, but to limited to, the restrictive covenants and agreements.

“Good Reason” means a resignation after one of the following conditions has come into existence without the officer’s consent: i) a material reduction in duties, authority or responsibility; ii) a material reduction in annual base salary; iii) a relocation of principal place of employment that increases his one-way commute by more than 50 miles; or iv) a material breach by us of his offer letter.

Upon a Change in Control, all outstanding unvested options held by Mr. Manzo accelerate and vest in full.

Director Compensation

During our fiscal year ended December 31, 2013, we did not pay any cash fees, make any non-equity awards, pay any other non-equity compensation, or grant any option awards to the non-employee members of our board directors. Stephen From, our President and CEO, receives no compensation for his service as a director.

Employee Benefits and Perquisites

Our named executive officers will be eligible to participate in our health and welfare plans to the same extent as all full-time employees. We do not provide our named executive officers with perquisites or other personal benefits other than reimbursement of their healthcare premiums (prior to our offering health plans), as described in the Summary Compensation Table.

Outstanding Equity Awards at 2013 Fiscal Year-End

The following table shows certain information regarding outstanding equity awards held by our named executive officers as of December 31, 2013.

Generally, one-third of the options granted to our named executive officers vest on the one year anniversary of grant, with the remaining options vesting monthly for two years thereafter, subject to our repurchase right in the event that the executive's service terminates before vesting in such shares. For information regarding the vesting acceleration provisions applicable to the options held by our named executive officers, please see "Potential Payments Upon Termination or Change in Control" above.

Option Awards

Name	Grant Date	Number of Securities Underlying Unexercised Options (#) Vested	Number of Securities Underlying Unexercised Options (#) Unvested	Option Exercise Price (\$)	Option Expiration Date	
Stephen From	25-Jul-06	581,831	0	0.059	25-Jul-16	
	10-Jan-07	250,381	0	0.059	10-Jan-17	
	15-Apr-08	305,280	0	0.059	15-Apr-18	
	23-Jan-09	23,683	0	0.059	23-Jan-19	
	23-Jan-09	3,055	0	0.059	23-Jan-19	
	29-Jan-10	593,016	0	0.059	29-Jan-20	
	25-Jun-10	380,704	0	0.059	25-Jun-20	
	14-Jan-11	50,000	0	0.059	14-Jan-21	
	14-Jan-11	520,877	0	0.059	14-Jan-21	
	23-Dec-12	39,996	80,004 ⁽¹⁾	0.059	23-Dec-22	
	Michael Manzo	16-Oct-06	80,000	0	0.059	16-Oct-16
		16-May-07	80,000	0	0.059	16-May-17
15-Apr-08		37,729	0	0.059	15-Apr-18	
23-Jan-09		2,943	0	0.059	23-Jan-19	
23-Jan-09		15,000	0	0.059	23-Jan-19	
29-Jan-10		75,598	0	0.059	29-Jan-20	
25-Jun-10		50,149	0	0.059	25-Jun-20	
14-Jan-11		15,000	0	0.059	14-Jan-21	
14-Jan-11	70,272	0	0.059	14-Jan-21		
23-Dec-12	39,996	80,004 ⁽¹⁾	0.059	23-Dec-22		

(1) One-third of these options vest on the one year anniversary of the grant, with the remainder vesting in equal monthly installments over two years.

Equity Plans

2005 Equity Incentive Plan

Our board of directors adopted our 2005 Equity Incentive Plan, or the 2005 Plan, on October 25, 2005, and it has been amended six times to increase the number of shares of common stock available for issuance thereunder.

Share Reserve. 9,785,617 options to purchase shares of our common stock have been issued under our 2005 Plan, and 638,885 shares of our common stock remain available for issuance under our 2005 Plan. In general, if awards under the 2005 Plan are forfeited, cancelled, terminate, or expire or lapse without the

issuance of shares, then such shares will again become available for awards. All share numbers described in this summary of the 2005 Plan will automatically adjust in the event of a stock split, a stock dividend, or a reverse stock split.

Administration. Our board of directors administers the 2005 Plan and has complete discretion to make all decisions relating to the 2005 Plan and outstanding awards, including repricing outstanding options and modifying outstanding awards. Our board of directors may also delegate administration of the 2005 Plan to any committee.

Eligibility. Employees, non-employee directors and consultants are eligible to participate in our 2005 Plan.

Types of Award. Our 2005 Plan provides for the following types of awards:

- incentive and nonstatutory stock options;
- restricted stock; and
- stock grants.

Options. The exercise price for options granted under the 2005 Plan may not be less than 100% of the fair market value of our common stock on the grant date or not less than 110% of the fair market value if the optionee is a Ten Percent Owner (as such term is defined in the 2005 Plan). Optionees may pay the exercise price in cash or check, or, with the consent of the administrators, with shares of common stock that are already owned or through tender of a promissory note.

Options vest at the time or times determined by the administrators and as set forth in each respective award agreement. Options also expire at the time determined by the administrators or as set forth in each respective award agreement. These awards generally expire earlier if the participant's service terminates earlier.

Restricted Shares. Restricted shares may be awarded under the 2005 Plan in return for any lawful consideration (and as set forth in the applicable award agreement), and participants who receive restricted shares generally are not required to pay for their awards in cash. In general, these awards will be subject to vesting. Vesting schedules are determined by the administrators.

Stock Grants. Stock Grants may be awarded under the 2005 Plan in return for any lawful consideration (and as set forth in the applicable award agreement), and participants who receive restricted stock grants generally are not required to pay for their awards in cash. In general, these awards are not subject to vesting.

Changes in Capitalization. In the event that we are party to a merger, consolidation, sale of all or substantially all of our property, reorganization, recapitalization, reclassification of stock, or stock split, an appropriate and proportionate adjustment will be made in the number of shares reserved under our 2005 Plan, the types of securities issuable under our 2005 Plan, the exercise price of options granted under our 2005 Plan and the repurchase rights of restricted stock granted under our 2005 Plan.

The board of directors has the discretion to provide that an award granted under the 2005 Plan will vest on an accelerated basis if a change of control of our company occurs, either at the time such award is granted or afterward.

A change of control includes:

- our merger or consolidation with or into another entity after which our stockholders own 50% or less of the voting power of the stock of the surviving entity or its parent; or
- an acquisition of more than 50% of our outstanding voting stock by any person or group.

Amendments or Termination. Our board of directors may amend or terminate the 2005 Plan at any time and for any or no reason. If our board of directors amends the 2005 Plan, it does not need to ask for stockholder approval of the amendment unless required by applicable law. The 2005 Plan will continue in effect until the closing of this offering.

2014 Equity Incentive Plan

Our 2014 Employee Stock Purchase Plan, or the 2014 ESPP, was adopted by our board of directors in April 2014 and we anticipate it will be approved by our stockholders prior to the completion of this offering. Subject to such stockholder approval, the 2014 ESPP will become effective upon the closing of this offering. The 2014 ESPP will be administered by our board of directors or by a committee appointed by our board of directors. The 2014 ESPP will initially provide participating employees with the opportunity to purchase an aggregate of 1% of our common stock.

Share Reserve. The number of shares of our common stock available for issuance under our 2014 Plan will equal shares. The number of shares reserved for issuance under the 2014 Plan will be increased automatically on January 1 of each year during the term of the plan, starting with 2015, by a number equal to the smallest of:

- shares;
- % of the shares of common stock outstanding on December 31 of the prior year; or
- the number of shares determined by our board of directors.

In general, if awards under the 2014 Plan are forfeited, terminate, expire or lapse without the issuance of shares, if we repurchase shares issued under the 2014 Plan, if shares are applied to pay the exercise or purchase price of an award or are withheld to satisfy tax obligations with respect to any award, then such shares will again become available for awards. All share numbers described in this summary of the 2014 Plan will automatically adjust in the event of a stock split, a stock dividend, or a reverse stock split.

Administration. Our compensation committee administers the 2014 Plan. The committee has complete discretion to make all decisions relating to the 2014 Plan and outstanding awards, including repricing outstanding options and modifying outstanding awards.

Eligibility. Employees, non-employee directors and consultants are eligible to participate in our 2014 Plan.

Types of Award. Our 2014 Plan provides for the following types of awards:

- incentive and nonstatutory stock options;
- stock appreciation rights;
- stock units; and
- performance cash awards.

Options and Stock Appreciation Rights. The exercise price for options granted under the 2014 Plan may not be less than 100% of the fair market value of our common stock on the grant date. Optionees may pay the exercise price in cash or, with the consent of the compensation committee and as set forth in the applicable agreement:

- with shares of common stock that are already owned;
- by an immediate sale of the shares acquired through a broker approved by us;
- through a net exercise procedure;
- through tender of a promissory note; or
- by other methods permitted by applicable law.

A participant who exercises a stock appreciation right receives the increase in value of our common stock over the base price. The base price for stock appreciation rights may not be less than 100% of the fair market value of our common stock on the grant date. The settlement value of a stock appreciation right may be paid in cash or shares of common stock or a combination of both.

Options and stock appreciation rights vest at the time or times determined by the compensation committee. Options and stock appreciation rights also expire at the time determined by the compensation committee but in no event more than 10 years after they are granted. These awards generally expire earlier if the participant's service terminates earlier. No participant may be granted stock options and stock appreciation rights covering more than shares during any single fiscal year, other than to a new employee in the fiscal year in which service commences.

Restricted Shares and Stock Units. Restricted shares and stock units may be awarded under the 2014 Plan in return for any lawful consideration (and as set forth in the applicable award agreement), and participants who receive restricted shares or stock units generally are not required to pay for their awards in cash. In general, these awards will be subject to vesting. Vesting may be based on length of service, the attainment of performance-based milestones, or a combination of both, as determined by the compensation committee. No participant may be granted awards of restricted shares and stock units covering more than shares during any single fiscal year, other than to a new employee in the fiscal year in which service commences. This annual limit is in addition to any stock options and stock appreciation rights the participant may receive during a fiscal year. Settlement of vested stock units may be made in the form of cash, shares of common stock, or a combination of both.

Performance Cash Awards. Performance cash awards may be granted under the 2014 Plan that qualify as performance-based compensation that is not subject to the income tax deductibility limitations imposed by Section 162(m) of the Code, if the award is approved by our compensation committee and the grant or vesting of the award is tied solely to the attainment of performance goals during a designated performance period. No participant may be paid more than \$6 million in cash in any fiscal year pursuant to a performance cash award granted under the 2014 Plan.

Performance goals for the grant or vesting of awards under the 2014 Plan include earnings (before or after taxes); earnings per share; earnings before interest, taxes, depreciation and amortization; total stockholder return; stockholders equity or return on equity or average stockholders' equity; return on assets, investment or capital employed; operating income; gross margin; operating margin; net operating income (before or after taxes); return on operating revenue; specified levels or changes in sales or revenue; expense or cost reduction; working capital; economic value added; market share; cash flow; operating cash flow; cash flow per share; share price; debt reduction; customer satisfaction; contract awards or backlog; or other objective corporate or individual strategic or individual performance goals. To the extent a performance award is not intended to comply with Section 162(m) of the Code, the compensation committee may select other measures of performance.

Corporate Transactions. In the event we are a party to a merger, consolidation or a change in control transaction, outstanding awards granted under the 2014 Plan, and all shares acquired under the plan, will be subject to the terms of the definitive transaction agreement (or, if there is no such agreement, as determined by our compensation committee. Unless an award agreement provides otherwise, such treatment shall include (without limitation) any of the following with respect to each outstanding award:

- the continuation, assumption or substitution of an award by us or the surviving entity or its parent;
- the cancellation of options and stock appreciation rights without payment of any consideration;
- the cancellation of the awards in exchange for a payment equal to the product of the number of shares subject to the award multiplied by the excess, if any, of the per stock value of property that a holder of our common stock receives in the transaction over (if applicable) the exercise price of such award. Such payments may be subject to vesting based on a participant's continued service; or
- the assignment of any repurchase, forfeiture or reacquisition rights in favor of us to the surviving entity or its parent.

The compensation committee has the discretion to provide that an award granted under the 2014 Plan will vest on an accelerated basis if a change in control of our company occurs or if the participant is subject to an involuntary termination, either at the time such award is granted or afterward.

A change in control includes:

- our merger or consolidation with or into another entity after which our stockholders own 50% or less of the voting power of the stock of the surviving entity or its parent;
- a sale or other disposition of all or substantially all of our assets; or
- an acquisition of more than 50% of our outstanding voting stock by any person or group.

The compensation committee is not required to treat all awards, or portions thereof, in the same manner.

Changes in Capitalization. In the event that there is a change in the capital structure of our common stock, such as a stock split, reverse stock split, or dividend paid in common stock, proportionate adjustments will automatically be made to the kind and maximum number of shares:

- reserved for issuance under the 2014 Plan;
- by which the share reserve may increase automatically each year;
- subject to stock awards that can be granted to a participant in a year (as established under the 2014 Plan pursuant to Section 162(m) of the Code);
- that may be issued upon the exercise of incentive stock options; and
- covered by each outstanding option, stock appreciation right and stock unit, the exercise price applicable to each outstanding option and stock appreciation right, and the repurchase price, if any, applicable to restricted shares.

In the event that there is a declaration of an extraordinary dividend payable in a form other than our common stock in an amount that has a material effect on the price of our common stock, a recapitalization, a spin-off or a similar occurrence, the compensation committee may make such adjustments as it deems appropriate, in its sole discretion, to one or more of the foregoing.

Amendments or Termination. Our board of directors may amend or terminate the 2014 Plan at any time and for any or no reason. If our board of directors amends the 2014 Plan, it does not need to ask for stockholder approval of the amendment unless required by applicable law or exchange listing requirements. The 2014 Plan will continue in effect for 10 years, unless our board of directors decides to terminate the plan earlier or unless our board of directors and stockholders later approve an extension of this term.

2014 Employee Stock Purchase Plan

Our 2014 Employee Stock Purchase Plan, or the 2014 ESPP, was adopted by our board of directors in April 2014 and approved by our stockholders prior to the completion of this offering. The 2014 ESPP will become effective upon the closing of this offering. The 2014 ESPP will be administered by our board of directors or by a committee appointed by our board of directors. The 2014 ESPP will initially provide participating employees with the opportunity to purchase an aggregate of 1% of our common stock.

All of our employees and employees of any of our designated subsidiaries, as defined in the 2014 ESPP, are eligible to participate in the 2014 ESPP, provided that:

- such person is customarily employed by us for more than 20 hours a week and for more than five months in a calendar year;
- such person has been employed by us for at least six months prior to enrolling in the 2014 ESPP; and
- such person was our employee on the first day of the applicable offering period under the 2014 ESPP.

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No employee may purchase shares of our common stock under the 2014 ESPP and any of our other employee stock purchase plans in excess of \$25,000 of the fair market value of our common stock (as of the date of the option grant) in any calendar year. In addition, no employee may purchase shares of our common stock under the 2014 ESPP that would result in the employee owning 5% or more of the total combined voting power or value of our stock.

We expect to make one or more offerings to our eligible employees to purchase stock under the 2014 ESPP beginning at such time as our board of directors may determine. Each offering will consist of a six-month offering period during which payroll deductions will be made and held for the purchase of our common stock at the end of the offering period. Our board of directors may, at its discretion, choose a different period of not more than 12 months for offerings.

On the commencement date of each offering period, each eligible employee may authorize up to a maximum of 15% percent of his or her compensation to be deducted by us during the offering period. Each employee who continues to be a participant in the 2014 ESPP on the last business day of the offering period will be deemed to have exercised an option to purchase from us the number of whole shares of our common stock that his or her accumulated payroll deductions on such date will pay for, not in excess of the maximum numbers set forth above. Under the terms of the 2014 ESPP, the purchase price shall be determined by our board of directors for each offering period and will be at least 85% of the applicable closing price of our common stock. If our board of directors does not make a determination of the purchase price, the purchase price will be 85% of the lesser of the closing price of our common stock on the first business day of the offering period or on the last business day of the offering period.

An employee may for any reason withdraw from participation in an offering prior to the end of an offering period and permanently draw out the balance accumulated in the employee's account. If an employee elects to discontinue his or her payroll deductions during an offering period but does not elect to withdraw his or her funds, funds previously deducted will be applied to the purchase of common stock at the end of the offering period. If a participating employee's employment ends before the last business day of an offering period, no additional payroll deductions will be made and the balance in the employee's account will be paid to the employee.

We will be required to make equitable adjustments to the number and class of securities available under the 2014 ESPP, the share limitations under the 2014 ESPP and the purchase price for an offering period under the 2014 ESPP to reflect stock splits, reverse stock splits, stock dividends, recapitalizations, combinations of shares, reclassifications of shares, spin-offs and other similar changes in capitalization or events or any dividends or distributions to holders of our common stock other than ordinary cash dividends.

In connection with a merger or other reorganization event (as defined in the 2014 ESPP), our board of directors or a committee of our board of directors may take any one or more of the following actions as to outstanding options to purchase shares of our common stock under the 2014 ESPP on such terms as our board or committee determines:

- provide that options shall be assumed, or substantially equivalent options shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof);
- upon written notice to employees, provide that all outstanding options will be terminated immediately prior to the consummation of such reorganization event and that all such outstanding options will become exercisable to the extent of accumulated payroll deductions as of a date specified by our board or committee in such notice, which date shall not be less than ten days preceding the effective date of the reorganization event;
- upon written notice to employees, provide that all outstanding options will be cancelled as of a date prior to the effective date of the reorganization event and that all accumulated payroll deductions will be returned to participating employees on such date;

- in the event of a reorganization event under the terms of which holders of our common stock will receive upon consummation thereof a cash payment for each share surrendered in the reorganization event, change the last day of the offering period to be the date of the consummation of the reorganization event and make or provide for a cash payment to each employee equal to (1) the cash payment for each share surrendered in the reorganization event times the number of shares of our common stock that the employee's accumulated payroll deductions as of immediately prior to the reorganization event could purchase at the applicable purchase price, where the acquisition price is treated as the fair market value of our common stock on the last day of the applicable offering period for purposes of determining the purchase price and where the number of shares that could be purchased is subject to the applicable limitations under the 2014 ESPP minus (2) the result of multiplying such number of shares by the purchase price; and/or
- provide that, in connection with our liquidation or dissolution, options shall convert into the right to receive liquidation proceeds (net of the purchase price thereof).

Our board of directors may at any time, and from time to time, amend or suspend the 2014 ESPP or any portion thereof. We will obtain stockholder approval for any amendment if such approval is required by Section 423 of the Code. Further, our board of directors may not make any amendment that would cause the 2014 ESPP to fail to comply with Section 423 of the Code. The 2014 ESPP may be terminated at any time by our board of directors. Upon termination, we will refund all amounts in the accounts of participating employees.

Limitations of Liability and Indemnification Matters

Our amended and restated certificate of incorporation and our amended and restated bylaws provide that we will indemnify our directors and officers to the fullest extent permitted by the Delaware General Corporation Law, which prohibits our amended and restated certificate of incorporation from limiting the liability of our directors for the following:

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

Our amended and restated certificate of incorporation and our amended and restated bylaws also provide that if Delaware law is amended to authorize corporate action further eliminating or limiting the personal liability of a director, then the liability of our directors will be eliminated or limited to the fullest extent permitted by Delaware law, as so amended. This limitation of liability does not apply to liabilities arising under the federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our amended and restated certificate of incorporation and our amended and restated bylaws also provide that we shall have the power to indemnify our employees and agents to the fullest extent permitted by law. Our amended and restated bylaws also permit us to secure insurance on behalf of any officer, director, employee or other agent for any liability arising out of his or her actions in this capacity, regardless of whether our amended and restated bylaws would permit indemnification. We have obtained directors' and officers' liability insurance.

Prior to the consummation of this offering, we expect to enter into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, will provide for indemnification of our directors and executive officers for certain expenses, judgments, fines and settlement amounts, among others, incurred by such person in any action or proceeding arising out of such person's services as a director or executive officer in any capacity with respect to any employee benefit plan or as a director, partner, trustee or agent of another entity at our request. We believe that these provisions

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in our amended and restated certificate of incorporation and amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

The above description of the indemnification provisions of our amended and restated certificate of incorporation, our amended and restated bylaws and our indemnification agreements is not complete and is qualified in its entirety by reference to these documents, each of which is incorporated by reference as an exhibit to this registration statement.

The limitation of liability and indemnification provisions in our amended and restated certificate of incorporation and amended and restated bylaws may discourage stockholders from bringing a lawsuit against directors for breach of their fiduciary duties. They may also reduce the likelihood of derivative litigation against directors and officers, even though an action, if successful, might benefit us and our stockholders. A stockholder's investment may be harmed to the extent we pay the costs of settlement and damage awards against directors and officers pursuant to these indemnification provisions. Insofar as indemnification for liabilities under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable. There is no pending litigation or proceeding naming any of our directors or officers as to which indemnification is being sought, nor are we aware of any pending or threatened litigation that may result in claims for indemnification by any director or officer.

CERTAIN RELATIONSHIPS AND RELATED PARTY TRANSACTIONS

The following is a description of transactions since January 1, 2011 to which we have been a party, in which the amount involved exceeded or will exceed \$120,000, and in which any of our directors, executive officers or beneficial owners of more than 5% of our convertible preferred stock or common stock, or an affiliate or immediate family member thereof, had or will have a direct or indirect material interest, other than compensation, termination and change-in-control arrangements, which are described under "Executive Compensation." We also describe below certain other transactions with our directors, executive officers and stockholders.

All of the transactions set forth below were approved by a majority of our board of directors, including a majority of the independent and disinterested members of our board of directors. We believe that we have executed all of the transactions set forth below on terms no less favorable to us than we could have obtained from unaffiliated third parties. It is our intention to ensure that all future transactions between us and our officers, directors and principal stockholders and their affiliates are approved by the audit committee and a majority of the members of our board of directors, including a majority of the independent and disinterested members of our board of directors, and are on terms no less favorable to us than those that we could obtain from unaffiliated third parties.

Some of our directors have previously been or are currently associated with our principal stockholders as indicated in the following table:

Director	Principal Stockholder
Thomas Balland	IPSA
Mounia Chaoui	Ventech SA
Bernard Malfroy-Camine	Ventech SA

Series D Preferred Financing

In January 2011, EyeGate S.A.S. issued and sold an aggregate of 98,212 shares of its common stock to IPSA at a per share price of \$7.96, which shares, under the exchange agreements described in the "Description of Capital Stock" section, are exchangeable into shares of our Series D Preferred Stock or common stock.

Voting Agreement

In connection with the closing of our Series D Preferred Stock financing, along with certain holders of our common stock and certain holders of our convertible preferred stock, we entered into an amended and restated voting agreement. Under the terms of such voting agreement as amended, the parties have agreed, subject to certain conditions, to vote their shares so as to elect as directors the nominees designated by certain of our investors, including Ventech SA, which designated Mounia Chaoui, following the amendment and restatement of the voting agreement, IPSA, which designated Thomas Balland, following the amendment and restatement of the voting agreement, and Nexus Medical, which designated Thomas E. Hancock, following the amendment and restatement of the voting agreement. In addition, the parties to the voting agreement have agreed, to vote their shares so as to elect to our board of directors our Chief Executive Officer, who is currently Stephen From. Three additional directors shall be designated by the majority vote of our board of directors, so long as such majority vote includes the vote of the directors nominated by the representative of IPSA and Ventech, which designated Praveen Tyle, Paul Chaney and Morton Goldberg to these board seats. The holders of our outstanding shares of capital stock voting together as a single class, by majority vote, shall designate one independent nominee as director, currently such designee is Bernard Malfroy-Camine. The voting agreement will terminate immediately prior to the completion of this offering.

Stockholders Agreement

In connection with the closing of our Series D Preferred Stock financing, we entered into an amended and restated stockholders agreement with our significant stockholders, including entities affiliated with Ventech SA and IPSA. Pursuant to this agreement, we granted such stockholders a right of first offer with respect to future issuances of our securities. This agreement also provides for rights of first refusal and co-sale relating

to the shares of our common stock and common stock issuable upon conversion of the shares of convertible preferred stock held by the parties thereto. This agreement will terminate pursuant to its terms upon the consummation of this offering.

Convertible Promissory Note Financings

Effective as of December 21, 2012, we issued convertible promissory notes, or the 2012 Notes, to certain investors, including Ventech, S.A. and IPSA in the aggregate principal amount of \$1,058,270, pertaining to loans in the aggregate principal amount of \$525,000 provided to us. The 2012 Notes accrue interest at a rate of 8% per annum on the \$525,000 received by us. The \$1,058,270, plus such accrued interest, is due and payable on the maturity date. The initial maturity date of the 2012 Notes was December 10, 2013, which was subsequently extended until June 10, 2014.

Effective as of July 29, 2013 we issued convertible promissory notes, or the 2013 Notes, to certain investors, including Ventech S.A. and IPSA in the aggregate principal amount of \$968,970. A second tranche of the 2013 Notes was closed as of February 28, 2014, in which we issued convertible promissory notes to substantially the same investors in the aggregate principal amount of \$446,151. In April 2014, we received additional proceeds of \$16,667. The 2013 Notes accrue interest at a rate of 8% per annum and have an initial maturity date of July 29, 2014. The 2012 Notes and the 2013 Notes were amended and restated in connection with the 2014 Private Placement discussed below. Following such amendment and restatement the 2012 Notes and the 2013 Notes accrue interest at a rate of 12% per annum, have a maturity date of June 6, 2015 and convert into equity at a conversion price equal to 70% of the per share price of the equity issued in a qualified financing whereby we receive no less than \$5,000,000 in gross proceeds. We expect the 2012 Notes and the 2013 Notes to convert into shares of our common stock upon the closing of this offering.

On June 6, 2014 and July 17, 2014, we consummated two closings by private placement which comprised the first tranche of a bridge financing, or the 2014 Private Placement. In connection with such financing, we issued convertible promissory notes, or the 2014 Notes, in the aggregate principal amount of approximately \$995,000 to certain investors, including Ventech, S.A. and IPSA. The 2014 notes accrue interest at a rate of 12% per annum and have a maturity date of June 6, 2015. We also issued warrants to purchase that number of shares of our common stock equal to the aggregate amount of principal and interest outstanding under the 2012 Notes, the 2013 Notes and the 2014 Notes divided by the offering price of a share of common stock under this offering. We expect the second tranche of the 2014 Private Placement to close prior to the end of September 2014, but if this offering closes prior to a closing of the second tranche, we do not plan on consummating the second tranche. The 2014 Notes will convert in connection with a public offering of our securities and therefore immediately prior to the closing of this offering, the principal and accrued but unpaid interest on all of the 2014 Notes shall convert into equity at a conversion price equal to 70% of the per share price of the equity issued in a qualified financing whereby we receive no less than \$5,000,000 in gross proceeds.

Loans to Officers and Directors

On December 1, 2005, we made a loan to our President, CEO, and director, Stephen From in connection with his purchase of restricted stock, in the original principal amount of \$132,341.00, which had an original maturity date of October 1, 2010. On September 3, 2010, our board extended the maturity date of this note to October 1, 2012 and on September 28, 2012, our board further extended the maturity date of this note to October 1, 2016. In January 2014, we and Mr. From entered into an agreement to terminate this note and forgive any obligation for payment thereof.

On September 23, 2006, we made an additional loan to Mr. From in connection with his purchase of restricted stock, in the original principal amount of \$3,834.90, which had an original maturity date of May 23, 2011. On September 3, 2010, our board extended the maturity date of this note to September 23, 2013 and on September 28, 2012, our board further extended the maturity date of this note to May 23, 2017 and reduced the interest rate to 0.93% compounded semi-annually. In January 2014, we and Mr. From entered into an agreement to terminate this note and forgive any obligation for payment thereof.

Indemnification Agreements

Prior to the consummation of this offering, we expect to enter into separate indemnification agreements with our directors and executive officers, in addition to indemnification provided for in our amended and restated certificate of incorporation and amended and restated bylaws. These agreements, among other things, will provide for indemnification of our directors and executive officers for certain expenses, judgments, fines and settlement amounts, among others, incurred by this person in any action or proceeding arising out of this person's services as a director or executive officer in any capacity with respect to any employee benefit plan or as a director, partner, trustee or agent of another entity at our request. We believe that these provisions in our amended and restated certificate of incorporation and amended and restated bylaws and indemnification agreements are necessary to attract and retain qualified persons as directors and executive officers.

PRINCIPAL STOCKHOLDERS

The following table sets forth information with respect to the beneficial ownership of our common stock as of July 1, 2014, and as adjusted to reflect the sale of shares of common stock in this offering, by:

- each of our named executive officers;
- each of our directors;
- all of our directors and current executive officers as a group; and
- each person or group of affiliated persons known by us to beneficially own more than 5% of our common stock.

The number of shares beneficially owned by each stockholder is determined under rules issued by the SEC. Under these rules, beneficial ownership includes any shares as to which a person has sole or shared voting power or investment power. Applicable percentage ownership is based on 52,506,662 shares of common stock outstanding on July 1, 2014, which gives effect to the conversion of all outstanding shares of our convertible preferred stock into shares of common stock. In computing the number of shares beneficially owned by a person and the percentage ownership of that person, shares of common stock subject to options, warrants or other rights held by such person that are currently exercisable or will become exercisable within 60 days of July 30, 2014 are considered outstanding, although these shares are not considered outstanding for purposes of computing the percentage ownership of any other person.

Unless otherwise indicated, the address of each beneficial owner listed below is c/o Eyegate Pharmaceuticals, Inc., 271 Waverley Oaks Road, Suite 108, Waltham, MA 02452. We believe, based on information provided to us, that each of the stockholders listed below has sole voting and investment power with respect to the shares beneficially owned by the stockholder unless noted otherwise, subject to community property laws where applicable.

Name of Beneficial Owner	Shares Beneficially Owned Prior to Offering		Shares Beneficially Owned After Offering	
	Number	Percentage	Number	Percentage
5% or Greater Stockholders				
Ventech SA ⁽¹⁾ 47, avenue de l'Opéra Paris, France 75002	23,484,191	44.7%		
IPSA ⁽²⁾ 10 rue de la Paix, Paris, France 75002	10,492,757	20.0%		
Natixis Private Equity ⁽³⁾ 5 – 7, rue de Montessuy 75340 Paris cedex 07 France	6,330,673	12.1%		
Executive Officers and Directors				
Stephen From ⁽⁴⁾	3,232,743	5.8%		
Michael Manzo ⁽⁵⁾	496,688	*		
Paul Chaney ⁽⁶⁾	934,900	1.7%		
Morton Goldberg ⁽⁷⁾	358,381	*		
Praveen Tyle ⁽⁸⁾	358,381	*		
Thomas Balland ⁽⁹⁾	10,492,757	20.0%		
Thomas E. Hancock	0	*		
Bernard Malfroy-Camine ⁽¹⁰⁾	56,061	*		
Mounia Chaoui	0	*		
All current executive officers and directors as a group (total 9 persons)	15,932,460	27.7%		

* Represents beneficial ownership of less than one percent (1%) of the outstanding common stock.

(1) Consists of:

- (a) 4,943,215 shares held by FCPR Ventech A;
- (b) 6,371,094 shares held by FCPR Ventech B;
- (c) 10,606 shares held by FCPR Ventech Coinvest;
- (d) 13,219,003 shares held by FCPR Ventech Capital II;
- (e) 1 share of Eyegate S.A.S. held by FCPR Ventech A, which, pursuant to the exchange agreements, will convert into 6 shares of our common stock immediately prior to this offering; and
- (f) 1 share of Eyegate S.A.S. held by Ventech SA, which, pursuant to the exchange agreements, will convert into 6 shares of our common stock immediately prior to this offering.

Alain Caffi and Jean Bourcereau, as directors of Ventech SA, have voting and investment power with respect to the shares held by all of the foregoing entities.

(2) Consists of:

- (a) 4,280 shares of Eyegate S.A.S. held by Innoven 2002 FCPI N°6, which, pursuant to the exchange agreements, will convert into 26,994 shares of our common stock immediately prior to this offering;
- (b) 11,275 shares of Eyegate S.A.S. held by Innoven 2003 FCPI N°7, which, pursuant to the exchange agreements, will convert into 78,880 shares of our common stock immediately prior to this offering;
- (c) 40,649 shares of Eyegate S.A.S. held by FCPI Innoven Europe, which, pursuant to the exchange agreements, will convert into 374,176 shares of our common stock immediately prior to this offering;
- (d) 84,658 shares of Eyegate S.A.S. held by FCPI Innoven Europe 2, which, pursuant to the exchange agreements, will convert into 616,780 shares of our common stock immediately prior to this offering;
- (e) 66,217 shares of Eyegate S.A.S. held by FCPI Innoven Europe 3, which, pursuant to the exchange agreements, will convert into 429,985 shares of our common stock immediately prior to this offering;
- (f) 55,785 shares of Eyegate S.A.S. held by FCPI Innoven Capital, which, pursuant to the exchange agreements, will convert into 361,720 shares of our common stock immediately prior to this offering;
- (g) 12,558 shares of Eyegate S.A.S. held by FCPI Innoven Capital 2, which, pursuant to the exchange agreements, will convert into 116,106 shares of our common stock immediately prior to this offering;
- (h) 279,109 shares of Eyegate S.A.S. held by FCPI Poste Innovation, which, pursuant to the exchange agreements, will convert into 1,856,011 shares of our common stock immediately prior to this offering;
- (i) 112,078 shares of Eyegate S.A.S. held by FCPI Poste Innovation 2, which, pursuant to the exchange agreements, will convert into 740,902 shares of our common stock immediately prior to this offering;
- (j) 145,056 shares of Eyegate S.A.S. held by FCPI Poste Innovation 3, which, pursuant to the exchange agreements, will convert into 963,093 shares of our common stock immediately prior to this offering;
- (k) 160,215 shares of Eyegate S.A.S. held by FCPI Poste Innovation 5, which, pursuant to the exchange agreements, will convert into 1,351,862 shares of our common stock immediately prior to this offering;
- (l) 348,997 shares of Eyegate S.A.S. held by FCPI Poste Innovation 6, which, pursuant to the exchange agreements, will convert into 2,236,234 shares of our common stock immediately prior to this offering;

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- (m) 138,005 shares of Eyegate S.A.S. held by FCPI Poste Innovation 9, which, pursuant to the exchange agreements, will convert into 886,157 shares of our common stock immediately prior to this offering; and
- (n) 107,956 shares of Eyegate S.A.S. held by FCPI La Banque Postale Innovation 1, which, pursuant to the exchange agreements, will convert into 962,589 shares of our common stock immediately prior to this offering.

Jean-Michel Paulhac and Thomas Balland, as directors of Innoven Partenaires S.A., have voting and investment power with respect to the shares held by all of the foregoing entities.

- (3) Dominique Sabassier and Cyrille Marclhacy, as directors of Natixis Private Equity, have voting and investment power with respect to the shares held by Natixis Private Equity.
- (4) Consists of 453,919 shares held and 2,778,824 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.
- (5) Consists of 496,688 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.
- (6) Consists of 934,900 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.
- (7) Consists of 358,381 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.
- (8) Consists of 358,381 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.
- (9) All shares listed are beneficially owned as a director of IPSA.
- (10) Consists of 56,061 shares issuable pursuant to stock options exercisable within 60 days of July 30, 2014.

DESCRIPTION OF CAPITAL STOCK

General

Following the closing of this offering, our authorized capital stock will consist of _____ shares of common stock, par value \$0.01 per share, _____ and shares of preferred stock, par value \$0.01 per share. The following description summarizes some of the terms of our amended and restated certificate of incorporation and amended and restated bylaws does not purport to be complete and is qualified in its entirety by the provisions of our amended and restated certificate of incorporation and bylaws, copies of which have been filed as exhibits to the registration statement of which this prospectus is a part.

Common Stock

Outstanding Shares. Based on 52,506,662 shares of common stock outstanding as of July 1, 2014, assuming conversion of all outstanding shares of our Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock (including anti dilution shares) into shares of common stock 50,196,044 immediately prior to the closing of this offering, the issuance of shares of common stock in this offering, the exercise of outstanding warrants and subsequent conversion of any shares of preferred stock issued upon exercise of warrants (inclusive of anti-dilution shares), the exercise of outstanding warrants to purchase 120,000 shares of our common stock, issuance of 165,091 common shares to the University of Miami, the exchange of certain shares of common stock of EyeGatePharma S.A.S. into shares of our Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock and the subsequent conversion of such shares into shares of our common stock, shares of our common stock issuable upon the conversion of our 2012, 2013 and 2014 convertible notes, and no exercise of outstanding options, there will be _____ shares of common stock outstanding upon the closing of this offering. As of _____ 2014, assuming conversion of all outstanding shares of our Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, and Series D Preferred Stock into shares of common stock immediately prior to the closing of this offering, the issuance of _____ shares of common stock in this offering, the exercise of outstanding warrants and subsequent conversion of any shares of preferred stock issued upon exercise of warrants, and no exercise of outstanding options, we had 40 record holders of our common stock.

As of July 1, 2014, there were 8,334,408 shares of common stock subject to outstanding options.

Voting Rights. Each holder of common stock is entitled to one vote for each share of common stock held on all matters submitted to a vote of the stockholders, including the election of directors. Except as otherwise provided by law or our amended and restated certificate of incorporation or bylaws, all matters other than the election of directors submitted to the stockholders at any meeting shall be decided by the affirmative vote of a majority of the outstanding shares of common stock present in person or represented by proxy at the meeting and entitled to vote thereon. Directors are elected by a plurality of the votes cast at the meeting. Our amended and restated certificate of incorporation and amended and restated bylaws do not provide for cumulative voting rights. Because of this, the holders of a majority of the shares of common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they should so choose.

Dividends. Subject to preferences that may be applicable to any then outstanding preferred stock, the holders of our outstanding shares of common stock are entitled to receive dividends, if any, as may be declared from time to time by our board of directors out of legally available funds. At present, we have no plans to issue dividends. See the section titled "Dividend Policy".

Liquidation. In the event of our liquidation, dissolution or winding up, holders of common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any outstanding shares of preferred stock.

Other Rights and Preferences. Holders of our common stock have no preemptive, conversion or subscription rights, and there are no redemption or sinking fund provisions applicable to our common stock. The rights, preferences and privileges of the holders of common stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of our preferred stock that we may designate and issue in the future.

Fully Paid and Nonassessable. All of our outstanding shares of common stock are, and the shares of common stock to be issued in this offering will be, fully paid and nonassessable.

Preferred Stock

Upon the closing of this offering, we will have no shares of our preferred stock outstanding. Outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock including anti dilutive shares which, along with an the exercise of an outstanding warrant to purchase Series C Preferred Stock and two outstanding warrants to purchase Series D Preferred Stock, and the exchange of certain common stock of EyeGate Pharma S.A.S. into shares of our Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock will be converted into 50,196,044 shares of common stock.

In connection with certain issuances of our preferred stock, anti-dilution provisions under our certificate of incorporation were triggered. The table below presents the exercise and subsequent conversion of all of the anti-dilutive shares into the Company's common stock:

	Common Stock of the Company	Conversion of the S.A.S anti-dilution securities into the Company's Common Stock	Warrants to purchase the Company's Common stock
Series A	21,946		
Series B	25,863	18,401	
Series C	478,906	256,969	1,699
Series D	43,165	15,436	61
Total	569,880	290,806	1,760

Provisions in our amended and restated certificate of incorporation which will be in effect immediately prior the closing of this offering provide that our board of directors is authorized to issue preferred stock in one or more series, to establish the number of shares to be included in each such series and to fix the designation, powers, preferences and rights of such shares and any qualifications, limitations or restrictions thereof. The issuance of preferred stock may have the effect of delaying, deferring or preventing a change in control of our company without further action by the stockholders and may adversely affect the voting and other rights of the holders of common stock. The issuance of preferred stock with voting and conversion rights may adversely affect the voting power of the holders of common stock, including the loss of voting control to others. At present, we have no plans to issue any preferred stock.

Options

As of July 1, 2014, options to purchase 8,334,408 shares of our common stock were outstanding under our 2005 Plan, of which 8,006,670 were vested and 327,738 of which were unvested as of that date.

Convertible Promissory Notes

Effective as of December 21, 2012, we issued convertible promissory notes, or the 2012 Notes, to certain investors, including Ventech, S.A. and IPSA in the aggregate principal amount of \$1,058,270, pertaining to loans in the aggregate principal amount of \$525,000 provided to us. The 2012 Notes accrue interest at a rate of 8% per annum on the \$525,000 received by us. The \$1,058,270, plus such accrued interest, is due and payable on the maturity date. The initial maturity date of the 2012 Notes was December 10, 2013, which was subsequently extended until June 10, 2014.

Effective as of July 29, 2013 we issued convertible promissory notes, or the 2013 Notes, to certain investors, including Ventech S.A. and IPSA in the aggregate principal amount of \$968,970. A second tranche of the 2013 Notes was closed as of February 28, 2014, in which we issued convertible promissory notes to substantially the same investors in the aggregate principal amount of \$446,151. In April 2014, we received additional proceeds of \$16,667. The 2013 Notes accrue interest at a rate of 8% per annum and have an initial maturity date of July 29, 2014. The 2012 Notes and the 2013 Notes were amended and restated in connection with the 2014 Private Placement discussed below. Following such amendment and restatement the 2012 Notes and the 2013 Notes accrue interest at a rate of 12% per annum, have a maturity date of June 6, 2015 and

convert into equity at a conversion price equal to 70% of the per share price of the equity issued in a qualified financing whereby we receive no less than \$5,000,000 in gross proceeds. We expect the 2012 Notes and the 2013 Notes to convert into shares of our common stock upon the closing of this offering.

On June 6, 2014 and July 17, 2014, we consummated two closings of private placements which comprised the first tranche of a bridge financing, or the 2014 Private Placement. In connection with such financing, we issued convertible promissory notes, or the 2014 Notes, in the aggregate principal amount of approximately \$995,000 to certain investors. The 2014 notes accrue interest at a rate of 12% per annum and have a maturity date of June 6, 2015. We expect the second tranche of the 2014 Private Placement to close prior to the end of September 2014, but if this offering closes prior to a closing of the second tranche, we do not plan on consummating the second tranche. The 2014 Notes will convert in connection with a qualified equity financing resulting in gross proceeds to our company in an amount not less than \$5,000,000. We expect that immediately prior to the closing of this offering, the principal and accrued but unpaid interest on all of the 2014 Notes shall convert into shares of our common stock at a price per share equal to 70% of the initial public offering price per share for common stock listed on the cover page of this prospectus.

Warrants

On September 29, 2008, we issued warrants to purchase 79,571 shares of our common stock to a consultant in exchange for services rendered, at \$0.47 exercise price per share and exercisable through September 29, 2015. The fair value of the warrants at issuance amounted to \$15,529 and was recorded as general and administrative expenses in our 2008 consolidated statement of operations.

In March 2008, we issued warrants to purchase 11,901 shares of Series C Preferred Stock in connection with the initial closing of the Series C Preferred Stock, exercisable at \$1.75 per share through February 13, 2016. The fair value of the warrants at issuance amounted to \$14,016 and was recorded as Series C Preferred Stock issuance cost in our 2008 consolidated statement of stockholders' deficit.

In August 2010, we issued warrants to purchase 25,502 shares of Series D Preferred Stock in connection with the initial and Second closings of our Series D Preferred Stock, exercisable at \$1.22 per share through August 12, 2017. The fair value of the warrants at issuance amounted to \$19,861 and was recorded as Series D Preferred Stock issuance cost in our 2010 consolidated statement of stockholders' deficit.

In March 2011, we issued warrants to purchase 2,430 shares of Series D Preferred Stock in connection with the Third and Fourth closings of our Series D Preferred Stock, exercisable at \$1.22 per share through March 29, 2018. The fair value of the warrants at issuance amounted to \$1,383 and was recorded as Series D Preferred Stock issuance cost in our 2011 consolidated statement of stockholders' deficit.

In February 2012, we issued warrants to purchase 100,000 shares of our common stock in exchange for services rendered at an exercise price of \$0.059 per share exercisable through February 2017. The fair value of the warrants at issuance amounted to \$3,687 and was recorded as a stock issuance cost in our 2012 consolidated statement of stockholders' deficit.

In June 2012, we issued warrants to purchase 20,000 shares of our common stock in exchange for services rendered related to one of our clinical trials at an exercise price of \$0.059 per share exercisable through June 2017. The fair value of the warrants at issuance amounted to \$736 and was recorded as a stock issuance cost in our 2012 consolidated statement of stockholders' deficit.

In June 2012, we issued warrants to purchase 19,000 shares of common stock in exchange for services rendered related to one of our clinical trials at an exercise price of \$0.059 per share exercisable through June 2017. The fair value of the warrants at issuance amounted to \$700 and was recorded as a stock issuance cost in our 2012 consolidated statement of stockholders' deficit. In 2013, these warrants were exercised.

On June 6, 2014, we issued warrants to purchase that number of shares of our common stock equal to the aggregate amount of principal and interest outstanding under the 2012 Notes, the 2013 Notes and the 2014 Notes divided by the offering price of a share of common stock under this offering which have an expiration date of June 6, 2019 and an exercise price equal to the price per share at which the shares of common stock are sold in this offering.

With the exception of the warrants to purchase common stock issued on September 29, 2008 and June 6, 2014, all of the warrants set forth above will all either be exercised prior to this offering or if not so exercised, terminate at the closing of the offering in accordance with their terms.

Representative's Warrants

We have agreed to issue to the representative of the underwriters in this offering warrants to purchase up to shares of our common stock, with a per share exercise price equal to 125% of the initial public offering price per share of common stock. In addition, the warrants provide for registration rights upon request, in certain cases. The demand registration right provided will not be greater than five years from the effective date of the offering in compliance with FINRA Rule 5110(f)(2)(G)(iv). The piggyback registration right provided will not be greater than seven years from the effective date of the offering in compliance with FINRA Rule 5110(f)(2)(G)(v). See "Underwriting — Representative's Warrants" section of this prospectus for a description of these warrants.

Registration Rights

The Representative's Warrants provide for certain registration rights to the holders thereof. Each of the warrants provide that upon its exercise the holder shall have certain rights to participate in registrations of our common stock that we may decide to do, from time to time. See "Underwriting — Representative's Warrants" section of this prospectus for a description of the registration rights in connection with the warrants.

Exchange Agreements

We have entered into various exchange agreements described below with shareholders of EyeGate S.A.S. in connection with investments made by such shareholders in Eyegate S.A.S. Pursuant to the terms of these exchange agreements, in connection with this offering, all of the shares of Eyegate S.A.S. held by such shareholders will be exchanged for shares of our Preferred Stock and subsequently converted into shares of our common stock and all such the exchange agreements will terminate upon the closing of this offering. Following such exchange and termination, Eyegate S.A.S. will be our direct wholly-owned subsidiary.

We intend to amend our certificate of incorporation to increase the number of authorized shares of our Preferred Stock in connection with the share exchange prior to the closing of this offering.

On July 25, 2006 and January 23, 2007, in connection with the sale of shares of Eyegate S.A.S.'s common stock to investors, we entered into exchange agreements with such investors, including entities with which certain of our directors are affiliated, whereby such investors are required to exchange their shares of Eyegate S.A.S. for shares of our common stock, upon the occurrence of certain events including our initial public offering.

On March 7, 2008, in connection with the sale of shares of Eyegate S.A.S.'s common stock to investors, we entered into an exchange agreement with such investors, including entities with which certain of our directors are affiliated, whereby such investors are required to exchange their shares of Eyegate S.A.S. for shares of our common stock, upon the occurrence of certain events including our initial public offering.

On December 8, 2009, in connection with the sale of shares of Eyegate S.A.S.'s common stock to investors, we entered into an exchange agreement and an amended and restated exchange agreement (which amended and restated an exchange agreement between the applicable parties dated as of January 26, 2009). On June 15, 2010, June 16, 2010 and December 30, 2010, we entered into additional exchange agreements. Pursuant to each of these exchange agreements we entered into with such investors, including entities with which certain of our directors are affiliated, such investors are required to exchange their shares of Eyegate S.A.S. for shares of our common stock, upon the occurrence of certain events including our initial public offering.

Anti-Takeover Effects of Delaware Law and Our Certificate of Incorporation and Bylaws

Some provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws contain provisions that could make the following transactions more difficult: an acquisition of us by means of a tender offer; an acquisition of us by means of a proxy contest or otherwise; or the removal of our incumbent officers and directors. It is possible that these provisions could make it more

difficult to accomplish or could deter transactions that stockholders may otherwise consider to be in their best interest or in our best interests, including transactions which provide for payment of a premium over the market price for our shares.

These provisions, summarized below, are intended to discourage coercive takeover practices and inadequate takeover bids. These provisions are also designed to encourage persons seeking to acquire control of us to first negotiate with our board of directors. We believe that the benefits of the increased protection of our potential ability to negotiate with the proponent of an unfriendly or unsolicited proposal to acquire or restructure us outweigh the disadvantages of discouraging these proposals because negotiation of these proposals could result in an improvement of their terms.

Undesignated Preferred Stock

The ability of our board of directors, without action by the stockholders, to issue up to _____ shares of undesignated preferred stock with voting or other rights or preferences as designated by our board of directors could impede the success of any attempt to change control of us. These and other provisions may have the effect of deferring hostile takeovers or delaying changes in control or management of our company.

Stockholder Meetings

Our amended and restated bylaws provide that a special meeting of stockholders may be called only by our chairman of the board or chief executive officer (or president, if there is no chief executive officer), or by a resolution adopted by a majority of our board of directors.

Requirements for Advance Notification of Stockholder Nominations and Proposals

Our amended and restated bylaws establish advance notice procedures with respect to stockholder proposals to be brought before a stockholder meeting and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors.

Elimination of Stockholder Action by Written Consent

Our amended and restated certificate of incorporation and amended and restated bylaws eliminate the right of stockholders to act by written consent without a meeting.

Staggered Board

Our board of directors is divided into three classes. The directors in each class will serve for a three-year term, one class being elected each year by our stockholders. For more information on the classified board, see “Management — Board Composition and Election of Directors.” This system of electing and removing directors may tend to discourage a third-party from making a tender offer or otherwise attempting to obtain control of us, because it generally makes it more difficult for stockholders to replace a majority of the directors.

Removal of Directors

Our amended and restated certificate of incorporation provides that no member of our board of directors may be removed from office by our stockholders except for cause and, in addition to any other vote required by law, upon the approval of not less than 66 2/3% of the total voting power of all of our outstanding voting stock then entitled to vote in the election of directors.

Stockholders Not Entitled to Cumulative Voting

Our amended and restated certificate of incorporation does not permit stockholders to cumulate their votes in the election of directors. Accordingly, the holders of a majority of the outstanding shares of our common stock entitled to vote in any election of directors can elect all of the directors standing for election, if they choose, other than any directors that holders of our preferred stock may be entitled to elect.

Delaware Anti-Takeover Statute

We are subject to Section 203 of the Delaware General Corporation Law, which prohibits persons deemed to be “interested stockholders” from engaging in a “business combination” with a publicly held Delaware corporation for three years following the date these persons become interested stockholders unless

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the business combination is, or the transaction in which the person became an interested stockholder was, approved in a prescribed manner or another prescribed exception applies. Generally, an “interested stockholder” is a person who, together with affiliates and associates, owns, or within three years prior to the determination of interested stockholder status did own, 15% or more of a corporation’s voting stock. Generally, a “business combination” includes a merger, asset or stock sale, or other transaction resulting in a financial benefit to the interested stockholder. The existence of this provision may have an anti-takeover effect with respect to transactions not approved in advance by the board of directors.

Amendment of Charter Provisions

The amendment of any of the above provisions, except for the provision making it possible for our board of directors to issue preferred stock, would require approval by holders of at least 66 2/3% of the total voting power of all of our outstanding voting stock.

The provisions of Delaware law, our amended and restated certificate of incorporation and our amended and restated bylaws could have the effect of discouraging others from attempting hostile takeovers and, as a consequence, they may also inhibit temporary fluctuations in the market price of our common stock that often result from actual or rumored hostile takeover attempts. These provisions may also have the effect of preventing changes in the composition of our board and management. It is possible that these provisions could make it more difficult to accomplish transactions that stockholders may otherwise deem to be in their best interests.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock will be VStock Transfer, LLC.

NASDAQ Capital Market

We have applied to list our common stock on The NASDAQ Capital Market under the symbol “EYEG.” No assurance can be given that our application will be approved.

SHARES ELIGIBLE FOR FUTURE SALE

Immediately prior to this offering, there was no public market for our common stock. Future sales of substantial amounts of common stock in the public market, or the perception that such sales may occur, could adversely affect the market price of our common stock. Although we intend our common stock to be traded on The NASDAQ Capital Market, we cannot assure you that there will be an active public market for our common stock.

Based on the number of shares of our common stock outstanding as of July 1, 2014 and assuming (1) the issuance of shares in this offering, and (2) the conversion of all outstanding shares of our preferred stock, the exercise of outstanding warrants to purchase shares of our Series C Preferred Stock and Series D Preferred Stock and the exchange of certain shares of EyeGate Pharma S.A.S. into shares of our preferred stock and the subsequent conversion of such shares, all into 50,196,044 shares of our common stock and the issuance of shares of our common stock upon the conversion of our 2012, 2013, 2014 convertible promissory notes, and the issuance of 165,091 common shares to the University of Miami, which we expect to occur immediately prior to the closing of the offering, (3) no exercise of the underwriters' over-allotment option to purchase additional shares of common stock, (4) no exercise of outstanding options and (5) the exercise of outstanding warrants to purchase shares of our common stock and convertible preferred stock and the subsequent conversion of such shares into shares of common stock, we will have outstanding an aggregate of 50,196,044 shares of common stock upon the effectiveness of the public offering.

Of these shares, all shares sold in this offering will be freely tradable without restriction or further registration under the Securities Act, except for any shares purchased by our "affiliates," as that term is defined in Rule 144 under the Securities Act. Shares purchased by our affiliates would be subject to the Rule 144 resale restrictions described below, other than the holding period requirement.

The remaining 50,196,044 shares of common stock will be "restricted securities," as that term is defined in Rule 144 under the Securities Act. These restricted securities are eligible for public sale only if they are registered under the Securities Act or if they qualify for an exemption from registration under Rule 144 or 701 under the Securities Act, each of which is summarized below. We expect that substantially all of these shares will be subject to the 180-day lock-up period under the lock-up agreements described below.

In addition, of the 8,334,408 shares of our common stock that were subject to stock options outstanding as of July 1, 2014, options to purchase 7,974,071 of such shares of common stock were vested as of such date and, upon exercise, these shares will be eligible for sale subject to the lock-up agreements described below and Rules 144 and 701 under the Securities Act.

Lock-Up Agreements

We, each of our directors and executive officers and holders of all of our outstanding shares of common stock have agreed that, without the prior written consent of Aegis Capital Corp. on behalf of the underwriters, we and they will not, subject to limited exceptions, during the period ending 180 days after the date of this prospectus, subject to extension in specified circumstances:

- offer, pledge, assign, sell or contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock;
- enter into any swap, hedge or similar agreement or arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of our common stock or any securities convertible into or exchangeable or exercisable for shares of our common stock, whether such transaction is to be settled by delivery of shares of our common stock or such other securities, in cash or otherwise;
- make any demand for or exercise any right with respect to the registration of any shares of our common stock or any securities convertible into or exchangeable or exercisable for shares of our common stock; or
- publicly announce an intention to do any of the foregoing.

The lock-up restrictions, specified exceptions and the circumstances under which the 180-day lock-up period may be extended are described in more detail under “Underwriting.”

Upon the expiration of the lock-up period, substantially all of the shares subject to such lock-up restrictions will become eligible for sale, subject to the limitations discussed above.

Rule 144

Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is an affiliate of ours, or who was an affiliate at any time during the 90 days before a sale, who has beneficially owned shares of our common stock for at least six months would be entitled to sell in “broker’s transactions” or certain “riskless principal transactions” or to market makers, a number of shares within any three-month period that does not exceed the greater of:

- 1% of the number of shares of our common stock then outstanding, which will equal approximately shares immediately after this offering; or
- the average weekly trading volume in our common stock on The NASDAQ Capital Market during the four calendar weeks preceding the filing of a notice on Form 144 with respect to such sale.

Affiliate resales under Rule 144 are also subject to the availability of current public information about us. In addition, if the number of shares being sold under Rule 144 by an affiliate during any three-month period exceeds 5,000 shares or has an aggregate sale price in excess of \$50,000, the seller must file a notice on Form 144 with the Securities and Exchange Commission and The NASDAQ Capital Market concurrently with either the placing of a sale order with the broker or the execution of a sale directly with a market maker.

Non-Affiliate Resales of Restricted Securities

In general, beginning 90 days after the effective date of the registration statement of which this prospectus is a part, a person who is not an affiliate of ours at the time of sale, and has not been an affiliate at any time during the three months preceding a sale, and who has beneficially owned shares of our common stock for at least six months but less than a year, is entitled to sell such shares subject only to the availability of current public information about us. If such person has held our shares for at least one year, such person can resell under Rule 144(b)(1) without regard to any Rule 144 restrictions, including the 90-day public company requirement and the current public information requirement.

Non-affiliate resales are not subject to the manner of sale, volume limitation or notice filing provisions of Rule 144.

Rule 701

In general, under Rule 701, any of an issuer’s employees, directors, officers, consultants or advisors who purchases shares from the issuer in connection with a compensatory stock or option plan or other written agreement before the effective date of a registration statement under the Securities Act is entitled to sell such shares 90 days after such effective date in reliance on Rule 144. An affiliate of the issuer can resell shares in reliance on Rule 144 without having to comply with the holding period requirement, and non-affiliates of the issuer can resell shares in reliance on Rule 144 without having to comply with the current public information and holding period requirements.

Equity Plan

We intend to file one or more registration statements on Form S-8 under the Securities Act to register all shares of common stock subject to outstanding stock options and common stock issued or issuable under our equity incentive plan. We expect to file the registration statement covering shares offered pursuant to our 2005 Plan and 2014 Plan shortly after the date of this prospectus, permitting the resale of such shares by non-affiliates in the public market without restriction under the Securities Act and the sale by affiliates in the public market subject to compliance with the resale provisions of Rule 144.

Registration Rights

The Representative's Warrants provide for certain registration rights to the holders thereof. See "Description of Capital Stock — Registration Rights" for additional information. Shares covered by a registration statement will be eligible for sale in the public market upon the expiration or release from the terms of the lock-up agreement.

MATERIAL UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

The following is a general discussion of the material United States federal income tax consequences of the purchase, ownership and disposition of our common stock as of the date hereof.

This discussion is based on the current provisions of the Internal Revenue Code of 1986, as amended, or the Code, and U.S. Treasury Regulations promulgated thereunder, administrative rulings and judicial decisions all publicly available and as in effect as of the date of this prospectus and all of which are subject to change or to differing interpretation, possibly with retroactive effect. As a consequence, the tax considerations of owning or disposing of our common stock could differ from those described below. Therefore, we cannot assure you that the tax consequences described in this discussion will not be challenged by the Internal Revenue Service (IRS) or will be sustained by a court if challenged by the IRS.

This discussion is limited to persons who hold shares of our common stock as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). Moreover, this discussion does not address all the United States federal income tax consequences and does not address federal gift or estate taxes, foreign, state, local or other tax considerations that may be relevant to you in light of your personal circumstances. This discussion does not address special situations, including, without limitation, those of: brokers or dealers in securities; regulated investment companies; real estate investment trusts; persons holding common stock as a part of a hedging, integrated, conversion or constructive sale transaction or a straddle; traders in securities that elect to use a mark-to-market method of accounting for their securities holdings; persons liable for alternative minimum tax; United States Holders (as defined below) whose “functional currency” is not the United States dollar; investors in pass-through entities; persons who acquired our common stock through the exercise of employee stock options or otherwise as compensation; pension plans; United States expatriates, “controlled foreign corporations,” “passive foreign investment companies,” financial institutions, insurance companies, tax-exempt organizations, S corporations, or entities or arrangements treated as partnerships or other pass-through entities for United States federal income tax purposes.

If you are a partnership holding our common stock, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. If you are a partner in a partnership holding our common stock, you should consult your tax advisor.

EACH PROSPECTIVE PURCHASER IS ADVISED TO CONSULT A TAX ADVISOR REGARDING THE UNITED STATES FEDERAL, STATE, LOCAL AND FOREIGN INCOME, ESTATE AND OTHER TAX CONSEQUENCES OF PURCHASING, OWNING AND DISPOSING OF OUR COMMON STOCK.

Consequences to United States Holders

The following is a summary of the material United States federal income tax consequences that will apply to you if you are a United States Holder of shares of our common stock. A “United States Holder” of common stock means a beneficial owner of common stock that is for United States federal income tax purposes:

- an individual citizen or resident of the United States;
- a corporation (or other entity taxable as a corporation) created or organized in or under the laws of the United States or any state thereof or the District of Columbia;
- an estate the income of which is subject to United States federal income taxation regardless of its source; or
- a trust if it is subject to the primary supervision of a court within the United States and one or more United States persons have the authority to control all substantial decisions of the trust or if the trust has a valid election in effect under applicable United States Treasury regulations to be treated as a United States person.

An individual may be treated as a resident of the U.S. in any calendar year for U.S. federal income tax purposes if the individual was present in the U.S. for at least 31 days in that calendar year and for an aggregate of at least 183 days during the three-year period ending with the current calendar year. For purposes

of this calculation, all of the days present in the current year, one-third of the days present in the immediately preceding year, and one-sixth of the days present in the second preceding year are counted. Residents of the U.S. are taxed for U.S. federal income tax purposes as if they were U.S. citizens.

Distributions on Common Stock

In general, if you receive a distribution with respect to our common stock, such distributions will be treated as a dividend to the extent of our current and accumulated earnings and profits as determined for United States federal income tax purposes. Any portion of a distribution that exceeds our current and accumulated earnings and profits will first be applied to reduce your tax basis in our common stock and, to the extent such portion exceeds your tax basis, the excess will be treated as gain from the disposition of the common stock, the tax treatment of which is discussed below under “Sale, Exchange, or Other Disposition of Common Stock.”

Under current legislation, dividend income may be taxed to an individual at rates applicable to long term capital gains, provided that a minimum holding period and other limitations and requirements are satisfied. Any dividends that we pay to a United States Holder that is a United States corporation will qualify for a deduction allowed to United States corporations in respect of dividends received from other United States corporations equal to a portion of any dividends received, subject to generally applicable limitations on that deduction. In general, a dividend distribution to a corporate United States Holder may qualify for the 70% dividends received deduction if the United States Holder owns less than 20% of the voting power and value of our stock, and on 80% dividends received deduction if the U.S. Holder owns 20% or more (but generally less than 80%) of the voting power and value of our stock. You should consult your tax advisor regarding the holding period and other requirements that must be satisfied in order to qualify for the dividends-received deduction and the reduced maximum tax rate on dividends.

Sale, Exchange, or Other Disposition of Common Stock

You will generally recognize capital gain or loss on a sale, exchange or certain other dispositions of our common stock. Your gain or loss will equal the difference between your amount realized and your tax basis in the stock. Your amount realized will include the amount of any cash and the fair market value of any other property received for the stock. The gain or loss recognized on a sale or exchange of stock will be long-term capital gain or loss if you have held the stock for more than one year. Long-term capital gains of non-corporate taxpayers are generally taxed at lower rates than those applicable to ordinary income. The deductibility of capital losses is subject to certain limitations.

Medicare Contribution Tax

Recently enacted legislation requires certain United States Holders who are individuals, estates or certain trusts to pay a 3.8% tax on the lesser of (1) the United States person’s “net investment income” for the relevant taxable year and (2) the excess of the United States person’s modified gross income for the taxable year over a certain threshold (which in the case of individuals will be between \$125,000 and \$250,000 depending on the individual’s circumstances). Net investment income generally includes, among other things, dividends and capital gains from the sale or other dispositions of stock, unless such dividend income or gains are derived in the ordinary course of the conduct of a trade or business (other than a trade or business that consists of certain passive or trading activities). A United States Holder that is an individual, estate or trust should consult its tax advisor regarding the applicability of the Medicare tax to its income and gains in respect of its investment in our common stock.

American Taxpayer Relief Act of 2012

The American Taxpayer Relief Act of 2012 (ATRA) was signed into law by President Obama on January 2, 2013. Certain provisions of United States federal income tax law relating to capital gain taxation and the applicability of capital gain rates to dividends designated as “qualified dividend income” were scheduled to “sunset” and revert to provisions of prior law for taxable years beginning after December 31, 2012. ATRA has modified those rules. For taxable years beginning after 2012, for noncorporate taxpayers, both the maximum capital gain tax rate (for gain other than “unrecaptured section 1250 gain”) and the maximum rate applicable to qualified dividend income generally is 20%.

Information Reporting and Backup Withholding

Under certain circumstances, United States Treasury regulations require information reporting and backup withholding on certain payments on common stock or on the sale thereof. When required, we will report to the IRS and to each United States Holder the amounts paid on or with respect to our common stock and the United States federal withholding tax, if any, withheld from such payments. A United States Holder will be subject to backup withholding on the dividends paid on the common stock and proceeds from the sale of the common stock at the applicable rate if the United States Holder (a) fails to provide us or our paying agent with a correct taxpayer identification number or certification of exempt status (such as a certification of corporate status), (b) has been notified by the IRS that it is subject to backup withholding as a result of the failure to properly report payments of interest or dividends, or (c) in certain circumstances, has failed to certify under penalty of perjury that it is not subject to backup withholding. A United States Holder may be eligible for an exemption from backup withholding by providing a properly completed IRS Form W-9 to us or our paying agent.

Backup withholding does not represent an additional United States federal income tax. Any amounts withheld from a payment to a United States Holder under the backup withholding rules will be allowed as a credit against such holder's United States federal income tax liability and may entitle the holder to a refund, provided that the required information or returns are timely furnished by the holder to the IRS.

Consequences to Non-United States Holders

The following is a summary of the material United States federal income tax consequences that will apply to you if you are a Non-United States Holder of shares of our common stock. A "Non-United States Holder" is a beneficial owner of common stock (other than an entity or arrangement treated as a partnership for United States federal income tax purposes) that is not a United States Holder.

Distributions on Common Stock

If you receive a distribution in respect of shares of our common stock and such distribution is treated as a dividend (see "Consequences to United States Holders — Distributions on Common Stock"), as a Non-United States Holder, you will generally be subject to withholding of United States federal income tax at a 30% rate or such lower rate as may be specified by an applicable income tax treaty. To claim the benefit of a lower rate under an income tax treaty, you must properly file with the payor an IRS Form W-8BEN, or successor form, certifying under penalty of perjury that you are not a United States person (as defined under the Code) and claiming an exemption from or reduction in withholding under the applicable tax treaty. Special certification and other requirements apply to you if you are a pass-through entity rather than a corporation or individual or if our common stock is held through certain foreign intermediaries.

If dividends are considered effectively connected with the conduct of a trade or business by you within the United States and, where a tax treaty applies, are attributable to a United States permanent establishment of yours, those dividends will not be subject to withholding tax, but instead will be subject to United States federal income tax on a net basis at applicable graduated individual or corporate rates as if you were a United States person (as defined under the Code), unless an applicable income tax treaty provides otherwise, provided an IRS Form W-8ECI, or successor form, is filed with the payor. In addition, if you are required to provide an IRS Form W-8ECI or successor form, as discussed above, you must also provide your tax identification number. If you are a foreign corporation, any effectively connected dividends may, under certain circumstances, be subject to an additional "branch profits tax" at a rate of 30% or such lower rate as may be specified by an applicable income tax treaty.

The certification requirement described above must be provided to the payor prior to the payment of dividends and must be updated periodically.

If you do not timely provide the relevant paying agent with the required certification but are eligible for a reduced rate of United States withholding tax pursuant to an income tax treaty, you may obtain a refund of any excess amounts withheld by filing an appropriate claim for refund with the IRS.

Each Non-U.S. Holder is urged to consult its own tax advisor about the specific methods for satisfying these requirements. A claim for exemption will not be valid if the person receiving the applicable form has actual knowledge or reason to know that the statements on the form are false.

Gain on Disposition of Common Stock

Subject to the discussion below under “Foreign Account Legislation,” as a Non-United States Holder, you generally will not be subject to United States federal income tax on any gain realized on the sale or other disposition of our common stock (including a distribution with respect to our common stock that is treated as a sale or exchange) unless:

- the gain is considered effectively connected with the conduct of a trade or business by you within the United States and, where a tax treaty applies, is attributable to a United States permanent establishment of yours, in which case, you will generally be subject to tax on the net gain derived from the sale under regular graduated United States federal income tax rates as if you were a United States person (as defined in the Code) and, if you are a corporation, you may be subject to an additional branch profits tax equal to 30% or such lower rate as may be specified by an applicable income tax treaty;
- you are an individual who is present in the United States for 183 or more days in the taxable year of the sale or other disposition and certain other conditions are met, in which case, you will be subject to a 30% (or such lower rate as may be specified by an applicable income tax treaty) tax on the gain derived from the sale, which may be offset by United States source capital losses; or
- we are or have been a “United States real property holding corporation” or “USRPHC” for United States federal income tax purposes at any time within the shorter of the five-year period ending on the date of disposition or the period you held our common stock. As long as our common stock is regularly traded on an established securities market, within the meaning of section 897(c)(3) of the Code, these rules will apply only if you actually or constructively hold more than 5% of our common stock at any time during the applicable period that is specified in the Code. We believe that we are not currently, and are not likely to become, a United States real property holding corporation. Generally, a corporation is a USRPHC only if the fair market value of its U.S. real property interests (as defined in the Code) equals or exceeds 50% of the sum of the fair market value of its worldwide real property interests plus its other assets used or held for use in a trade or business. Although there can be no assurance in this regard, we believe that we are not, and do not anticipate becoming, a USRPHC. However, because the determination of whether we are a USRPHC depends on the fair market value of our U.S. real property interests relative to the fair market value of our other business assets, there can be no assurance that we have not been a USRPHC in the past and will not become a USRPHC in the future. Even if we became a USRPHC, a Non-U.S. Holder would not be subject to U.S. federal income tax on a sale, exchange or other taxable disposition of our common stock by reason of our status as USRPHC so long as our common stock is regularly traded on an established securities market (within the meaning of the applicable regulations) and such Non-U.S. Holder does not own and is not deemed to own (directly, indirectly or constructively) more than 5% of our outstanding common stock at any time during the shorter of the five year period ending on the date of disposition and such holder’s holding period. Prospective investors are encouraged to consult their own tax advisors regarding the possible consequences to them if we are, or were to become, a USRPHC

Information Reporting and Backup Withholding Tax

We must report annually to the IRS and to each of you the amount of dividends paid to you and the tax withheld with respect to those dividends, regardless of whether withholding was required. Copies of the information returns reporting those dividends and withholding may also be made available by the IRS to the tax authorities in the country in which you reside under the provisions of an applicable income tax treaty or other applicable agreements.

Backup withholding tax may also apply to dividend payments made to you on or with respect to our common stock unless you certify under penalty of perjury that you are a Non-United States Holder (and we do not have actual knowledge or reason to know that you are a United States person (as defined under the Code)) or you otherwise establish an exemption.

Information reporting and, depending on the circumstances, backup withholding will apply to the proceeds of a sale of our common stock within the United States or conducted through United States-related financial intermediaries unless the beneficial owner certifies under penalty of perjury that it is a Non-United States Holder (and the payor does not have actual knowledge or reason to know that the beneficial owner is a United States person (as defined under the Code)) or the holder otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against your United States federal income tax liability provided that the required procedures are followed.

You should consult your tax advisor regarding the application of the information reporting and backup withholding rules to you.

Foreign Account Legislation

Legislation enacted in March 2010 and related guidance (commonly referred to as “FATCA”) will impose, in certain circumstances, U.S. federal withholding at a rate of 30% on payments to a “foreign financial institution” or certain entities on (a) dividends on our common stock on or after July 1, 2014, and (b) gross proceeds from the sale or other disposition of our common stock on or after January 1, 2017. In the case of payments made to a “foreign financial institution” as defined under FATCA, the tax generally will be imposed, subject to certain exceptions, unless such institution (i) enters into (or is otherwise subject to) and complies with an agreement with the U.S. government (a “FATCA Agreement”) or (ii) complies with an applicable intergovernmental agreement between the United States and a foreign jurisdiction (an “IGA”) or any foreign law implementing an applicable IGA, in either case to, among other things, collect and provide to the U.S. or other relevant tax authorities certain information regarding U.S. account holders of such institution. In the case of payments made to a foreign entity that is not a foreign financial institution, the tax generally will be imposed, subject to certain exceptions, unless such foreign entity provides the withholding agent with a certification that it does not have any “substantial U.S. owners” (generally, any specified U.S. persons that directly or indirectly owns more than a specified percentage of such entity) or that identifies its substantial U.S. owners. If our common stock is held through a foreign financial institution that enters into (or is otherwise subject to) a FATCA Agreement, such foreign financial institution (or, in certain cases, a person paying amounts to such foreign financial institution) generally will be required, subject to certain exceptions, to apply FATCA withholding on payments of dividends and proceeds described above made to (x) a person or entity (including an individual) that fails to comply with certain information requests or (y) a foreign financial institution that has not entered into a FATCA Agreement and is not otherwise exempt from FATCA pursuant to an IGA.

Prospective investors should consult their own tax advisors regarding the possible impact of these rules on their investment in our common stock, and the entities through which they hold our common stock, including, without limitation, the process and deadlines for meeting the applicable requirements to prevent the imposition of this 30% withholding tax under FATCA.

UNDERWRITING

Aegis Capital Corp. is acting as the sole book-running manager and as the representative of the underwriters. Subject to the terms and conditions set forth in an underwriting agreement dated the date of this prospectus among us and the representative of the underwriters named below, we have agreed to sell to the underwriters, and each underwriter has severally agreed to purchase from us, the number of shares of common stock listed next to its name in the following table.

Underwriters	Number of Shares
Aegis Capital Corp.	
Total	

The underwriters are committed to purchase all the shares of common stock offered by us if they purchase any shares. The underwriting agreement also provides that if an underwriter defaults, the purchase commitments of nondefaulting underwriters may be increased or the offering may be terminated. The underwriters are not obligated to purchase the shares of common stock covered by the underwriters' over-allotment option described below. The underwriters are offering the shares, subject to prior sale, when, as and if issued to and accepted by them, subject to approval of legal matters by their counsel, and other conditions contained in the underwriting agreement, such as the receipt by the underwriters of officer's certificates and legal opinions. The underwriters reserve the right to withdraw, cancel or modify offers to the public and to reject orders in whole or in part.

Discounts and Commissions

The underwriters propose initially to offer the shares to the public at the public offering price set forth on the cover page of this prospectus and to dealers at that price less a concession not in excess of \$ per share. After the initial offering of the shares, the public offering price and other selling terms may be changed by the representative.

The following table shows the public offering price, underwriting discounts and commissions and proceeds before expenses to us. The information assumes either no exercise or full exercise of the over-allotment option we granted to the representative of the underwriters.

	Per Share	Total Without Over-Allotment Option	Total With Over-Allotment Option
Public offering price	\$	\$	\$
Underwriting discounts and commissions	\$	\$	\$
Non-accountable expense allowance	\$	\$	\$
Proceeds, before expenses, to us	\$	\$	\$

We have agreed to pay a non-accountable expense allowance to the representative of the underwriters equal to 1% of the gross proceeds received in the offering; provided, however, that an allowance shall not be paid in connection with the over-allotment option if the over-allotment option is exercised. We have paid an expense deposit of \$25,000 to the representative of the underwriters, which will be applied against accountable expenses that will be paid by us to the representative in connection with this offering, which advance will be refunded to us to the extent not actually incurred by the representative in the event this offering is terminated.

We have also agreed to pay the representative's expenses relating to the offering, including (a) all actual filing fees incurred in connection with the review of this offering by the Financial Industry Regulatory Authority, or FINRA, and all fees and expenses relating to the listing of our shares of common stock on the NASDAQ Capital Market; (b) all fees, expenses and disbursements relating to background checks of our officers and directors in an amount not to exceed \$5,000 per individual, and not to exceed \$20,000 in the aggregate; (c) all actual fees, expenses and disbursements relating to the registration or qualification of securities offered under state securities laws, or "blue sky" laws, or under the securities laws of foreign jurisdictions designated by the representative; (d) all actual fees, expenses and disbursements relating to the registration, qualification or exemption of our shares of common stock under the securities laws of such

foreign jurisdictions as the representative may reasonably designate; (e) the costs of all mailing and printing of the underwriting documents as the representative may reasonably deem necessary; (f) the costs associated with bound volumes of the public offering materials as well as commemorative mementos and Lucite tombstones not to exceed \$1,000; (g) the fees and expenses of the representative's legal counsel not to exceed \$50,000, (h) \$21,775 for the underwriters' use of Ipreo's book-building, prospectus tracking and compliance software for this offering; and (i) up to \$20,000 of the representative's actual accountable road show expenses for the offering.

The total estimated expenses of the offering, including registration, filing and listing fees, printing fees and legal and accounting expenses, but excluding underwriting discounts and commissions, are approximately \$ and are payable by us.

Over-Allotment Option

We have granted to the underwriters an option to purchase up to additional shares of common stock at the public offering price, less underwriting discounts and commissions. The underwriters may exercise this option for 45 days from the date of this prospectus solely to cover sales of shares of common stock by underwriters in excess of the total number of shares set forth in the table above. If any of these additional shares are purchased, the underwriters will offer the additional shares on the same terms as those on which the shares are being offered. We will pay the expenses associated with the exercise of the over-allotment option.

Representative's Warrants

We have agreed to issue to the representative of the underwriters warrants to purchase up to shares of common stock, which is 5% of the shares sold in this offering, excluding the over-allotment option, as additional compensation. The shares issuable upon exercise of these warrants are identical to those offered by this prospectus. We are registering hereby the warrants and the shares of common stock issuable upon exercise of the warrants. The warrants are exercisable for cash or on a cashless basis at per share exercise price equal to 125% of the public offering price per share in this offering commencing on a date which is one year from the date of effectiveness and expiring on a date which is no more than five years from the date of effectiveness in compliance with FINRA Rule 5110(f)(2)(G)(i). The warrants and the shares of common stock underlying the warrants have been deemed compensation by FINRA and are, therefore, subject to a 180-day lock-up pursuant to Rule 5110(g)(1) of FINRA. The representative (or permitted assignees under the Rule) will not sell, transfer, assign, pledge or hypothecate these warrants or the securities underlying these warrants, nor will it engage in any hedging, short sale, derivative, put or call transaction that would result in the effective economic disposition of these warrants or the underlying securities for a period of 180 days after the effective date. In addition, the warrants provide for registration rights upon request, in certain cases. The demand registration right provided will not be greater than five years from the date of effectiveness in compliance with FINRA Rule 5110(f)(2)(G)(iv). The piggyback registration right provided will not be greater than seven years from the effective date of the offering in compliance with FINRA Rule 5110(f)(2)(G)(v). We will bear all fees and expenses attendant to registering the securities issuable on exercise of the warrants, other than underwriting commissions incurred and payable by the holders. The exercise price and number of shares issuable upon exercise of the warrants may be adjusted in certain circumstances including in the event of a stock dividend, extraordinary cash dividend or our recapitalization, reorganization, merger or consolidation. However, the warrant exercise price or underlying shares will not be adjusted for issuances of common stock at a price below the warrant exercise price.

Determination of Offering Price

Before this offering, there has been no public market for our common stock. The initial public offering price will be negotiated between us and the representative. Among the factors to be considered in these negotiations are:

- the prospects for our company and the industry in which we operate;
- our past and present financial and operating performance;
- financial and operating information and market valuations of publicly traded companies engaged in activities similar to ours;

- the prevailing conditions of U.S. securities markets at the time of this offering; and
- other factors deemed relevant.

Lock-Up Agreements

We, our officers and directors and our securityholders will enter into lock-up agreements with the underwriters. Under these agreements, we and these other individuals have agreed, subject to specified exceptions, not to sell or transfer any common stock or securities convertible into, or exchangeable or exercisable for, common stock, during a period ending 180 days after the date of this prospectus, without first obtaining the written consent of representative of the underwriters.

Specifically, we and these other individuals have agreed not to:

- offer, pledge, assign, sell or contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any shares of common stock or any securities convertible into or exercisable or exchangeable for common stock;
- enter into any swap, hedge or similar agreement or arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the common stock, whether any such transaction described above is to be settled by delivery of common stock or other securities, in cash or otherwise;
- make any demand for or exercise any right with respect to the registration of any shares of our common stock or any securities convertible into or exchangeable or exercisable for shares of our common stock; or
- publicly announce an intention to do any of the foregoing.

The restrictions described above do not apply to:

- the sale of shares of common stock to the underwriters pursuant to the underwriting agreement;
- the issuance by us of shares of common stock upon the exercise of an option or the conversion of a security outstanding on the date of this prospectus of which the underwriters have been advised in writing or that is described in this prospectus;
- the grant by us of stock options or other stock-based awards, or the issuance of shares of common stock upon exercise thereof, to eligible participants pursuant to employee benefit or equity incentive plans described in this prospectus, provided that, before the grant of any such stock options or other stock-based awards that vest within the restricted period, each recipient of such grant shall sign and deliver a lock-up agreement agreeing to be subject to the restrictions on transfer described above;
- the establishment of a Rule 10b5-1 trading plan under the Exchange Act by a security holder for the sale of shares of common stock, provided that such plan does not provide for the transfer of common stock during the restricted period;
- transfers by security holders of shares of common stock or other securities as a bona fide gift or by will or intestacy;
- transfers by distribution by security holders of shares of common stock or other securities to partners, members, or shareholders of the security holder; or
- transfers by security holders of shares of common stock or other securities to any trust for the direct or indirect benefit of the security holder or the immediate family of the security holder;

provided that in the case of each of the preceding three types of transactions, the transfer does not involve a disposition for value and each transferee or distributee signs and delivers a lock-up agreement agreeing to be subject to the restrictions on transfer described above.

The 180-day restricted period is subject to extension if (1) during the last 17 days of the restricted period we issue an earnings release or material news or a material event relating to us occurs or (2) before the

expiration of the restricted period, we announce that we will release earnings results during the 16-day period beginning on the last day of the restricted period, in which case the restrictions imposed in the lock-up agreements will continue to apply until the expiration of the 18-day period beginning on the issuance of the earnings release or the occurrence of the material news or material event.

Right of First Refusal

Subject to certain conditions, we granted the representative of the underwriters in this offering, for a period of 12 months after the date of effectiveness, a right of first refusal to act as sole book-running manager for each and every future public and private equity and public debt offering.

Indemnification

We have agreed to indemnify the underwriters against certain liabilities, including liabilities under the Securities Act, and to contribute to payments that the underwriters may be required to make for these liabilities.

NASDAQ Listing

We have applied to list our common stock on The NASDAQ Capital Market under the symbol “EYEG.”

Price Stabilization, Short Positions and Penalty Bids

In order to facilitate the offering of our common stock, the underwriters may engage in transactions that stabilize, maintain or otherwise affect the price of our common stock. In connection with the offering, the underwriters may purchase and sell our common stock in the open market. These transactions may include short sales, purchases on the open market to cover positions created by short sales and stabilizing transactions. Short sales involve the sale by the underwriters of a greater number of shares of common stock than they are required to purchase in the offering. “Covered” short sales are sales made in an amount not greater than the underwriters’ option to purchase additional shares of common stock in the offering. The underwriters may close out any covered short position by either exercising the over-allotment option or purchasing shares of common stock in the open market. In determining the source of shares of common stock to close out the covered short position, the underwriters will consider, among other things, the price of shares available for purchase in the open market as compared to the price at which they may purchase shares through the over-allotment option. “Naked” short sales are sales in excess of the over-allotment option. The underwriters must close out any naked short position by purchasing shares of common stock in the open market. A naked short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of our common stock in the open market after pricing that could adversely affect investors who purchase in the offering. Stabilizing transactions consist of various bids for or purchases of shares of common stock made by the underwriters in the open market before the completion of the offering.

Similar to other purchase transactions, the underwriters’ purchases to cover the syndicate short sales may have the effect of raising or maintaining the market price of our common stock or preventing or retarding a decline in the market price of our common stock. As result, the price of our common stock may be higher than the price that might otherwise exist in the open market.

The underwriters have advised us that, pursuant to Regulation M under the Exchange Act, they may also engage in other activities that stabilize, maintain or otherwise affect the price of our common stock, including the imposition of penalty bids. This means that if the representative of the underwriters purchases common stock in the open market in stabilizing transactions or to cover short sales, the representative can require the underwriters that sold those shares as part of this offering to repay the underwriting discount received by them.

The underwriters make no representation or prediction as to the direction or magnitude of any effect that the transactions described above may have on the price of our common stock. In addition, neither we nor the underwriters make any representation that the underwriters will engage in these transactions or that these transactions, once commenced, will not be discontinued without notice.

Electronic Offer, Sale and Distribution of Shares

A prospectus in electronic format may be made available on the websites maintained by one or more underwriters or selling group members, if any, participating in the offering. The underwriters may agree to

allocate a number of shares of common stock to underwriters and selling group members for sale to their online brokerage account holders. Internet distributions will be allocated by the representative to underwriters and selling group members that may make internet distributions on the same basis as other allocations. Other than the prospectus in electronic format, the information on the underwriters' websites and any information contained in any other website maintained by the underwriters is not part of this prospectus or the registration statement of which this prospectus forms a part.

Notice to Non-U.S. Investors

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive, each of which we refer to as a relevant member state, with effect from and including the date on which the Prospectus Directive is implemented in that relevant member state, or the relevant implementation date, an offer of securities described in this prospectus may not be made to the public in that relevant member state other than:

- to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;
- to any legal entity that has two or more of (i) an average of at least 250 employees during the last financial year; (ii) a total balance sheet of more than €43,000,000 and (iii) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;
- to fewer than 100 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of representative for any such offer; or
- in any other circumstances that do not require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive;

provided that no such offer of securities shall require us or any underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of shares to the public" in relation to any shares of common stock in any relevant member state means the communication in any form and by any means of sufficient information on the terms of the offer and the shares to be offered so as to enable an investor to decide to purchase or subscribe for the shares, as the same may be varied in that member state by any measure implementing the Prospectus Directive in that member state and the expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each relevant member state.

Other Relationships

From time to time, certain of the underwriters and their affiliates may provide in the future, various advisory, investment and commercial banking and other services to us in the ordinary course of business, for which they have received and may continue to receive customary fees and commissions. However, except as disclosed in this prospectus, we have no present arrangements with any of the underwriters for any further services.

Offer Restrictions Outside the United States

Other than in the United States, no action has been taken by us or the underwriters that would permit a public offering of the securities offered by this prospectus in any jurisdiction where action for that purpose is required. The securities offered by this prospectus may not be offered or sold, directly or indirectly, nor may this prospectus or any other offering material or advertisements in connection with the offer and sale of any such securities be distributed or published in any jurisdiction, except under circumstances that will result in compliance with the applicable rules and regulations of that jurisdiction. Persons into whose possession this prospectus comes are advised to inform themselves about and to observe any restrictions relating to the offering and the distribution of this prospectus. This prospectus does not constitute an offer to sell or a solicitation of an offer to buy any securities offered by this prospectus in any jurisdiction in which such an offer or a solicitation is unlawful.

Australia

This prospectus is not a disclosure document under Chapter 6D of the Australian Corporations Act, has not been lodged with the Australian Securities and Investments Commission and does not purport to include the information required of a disclosure document under Chapter 6D of the Australian Corporations Act. Accordingly, (i) the offer of the securities under this prospectus is only made to persons to whom it is lawful to offer the securities without disclosure under Chapter 6D of the Australian Corporations Act under one or more exemptions set out in section 708 of the Australian Corporations Act, (ii) this prospectus is made available in Australia only to those persons as set forth in clause (i) above, and (iii) the offeree must be sent a notice stating in substance that by accepting this offer, the offeree represents that the offeree is such a person as set forth in clause (i) above, and, unless permitted under the Australian Corporations Act, agrees not to sell or offer for sale within Australia any of the securities sold to the offeree within 12 months after its transfer for the offeree under this prospectus.

China

The information in this document does not constitute a public offer of the securities, whether by way of sale or subscription, in the People's Republic of China (excluding, for purposes of this paragraph, Hong Kong Special Administrative Region, Macau Special Administrative Region and Taiwan). The securities may not be offered or sold directly or indirectly in the PRC to legal or natural persons other than directly to "qualified domestic institutional investors."

European Economic Area — Belgium, Germany, Luxembourg and Netherlands

The information in this document has been prepared on the basis that all offers of securities will be made pursuant to an exemption under the Directive 2003/71/EC ("Prospectus Directive"), as implemented in Member States of the European Economic Area (each, a "Relevant Member State"), from the requirement to produce a prospectus for offers of securities.

An offer to the public of securities has not been made, and may not be made, in a Relevant Member State except pursuant to one of the following exemptions under the Prospectus Directive as implemented in that Relevant Member State:

(a) to legal entities that are authorized or regulated to operate in the financial markets or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(b) to any legal entity that has two or more of (i) an average of at least 250 employees during its last fiscal year; (ii) a total balance sheet of more than €43,000,000 (as shown on its last annual unconsolidated or consolidated financial statements) and (iii) an annual net turnover of more than €50,000,000 (as shown on its last annual unconsolidated or consolidated financial statements);

(c) to fewer than 100 natural or legal persons (other than qualified investors within the meaning of Article 2(1) (e) of the Prospectus Directive) subject to obtaining the prior consent of the Company or any underwriter for any such offer; or

(d) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of securities shall result in a requirement for the publication by the Company of a prospectus pursuant to Article 3 of the Prospectus Directive.

France

This document is not being distributed in the context of a public offering of financial securities (offre au public de titres financiers) in France within the meaning of Article L.411-1 of the French Monetary and Financial Code (Code monétaire et financier) and Articles 211-1 et seq. of the General Regulation of the French Autorité des marchés financiers ("AMF"). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in France.

This document and any other offering material relating to the securities have not been, and will not be, submitted to the AMF for approval in France and, accordingly, may not be distributed or caused to be distributed, directly or indirectly, to the public in France.

Such offers, sales and distributions have been and shall only be made in France to (i) qualified investors (investisseurs qualifiés) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-1 to D.411-3, D.744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation and/or (ii) a restricted number of non-qualified investors (cercle restreint d'investisseurs) acting for their own account, as defined in and in accordance with Articles L.411-2-II-2° and D.411-4, D.744-1, D.754-1 and D.764-1 of the French Monetary and Financial Code and any implementing regulation.

Pursuant to Article 211-3 of the General Regulation of the AMF, investors in France are informed that the securities cannot be distributed (directly or indirectly) to the public by the investors otherwise than in accordance with Articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French Monetary and Financial Code.

Ireland

The information in this document does not constitute a prospectus under any Irish laws or regulations and this document has not been filed with or approved by any Irish regulatory authority as the information has not been prepared in the context of a public offering of securities in Ireland within the meaning of the Irish Prospectus (Directive 2003/71/EC) Regulations 2005 (the "Prospectus Regulations"). The securities have not been offered or sold, and will not be offered, sold or delivered directly or indirectly in Ireland by way of a public offering, except to (i) qualified investors as defined in Regulation 2(l) of the Prospectus Regulations and (ii) fewer than 100 natural or legal persons who are not qualified investors.

Israel

The securities offered by this prospectus have not been approved or disapproved by the Israeli Securities Authority, or the ISA, nor have such securities been registered for sale in Israel. The shares may not be offered or sold, directly or indirectly, to the public in Israel, absent the publication of a prospectus. The ISA has not issued permits, approvals or licenses in connection with the offering or publishing the prospectus; nor has it authenticated the details included herein, confirmed their reliability or completeness, or rendered an opinion as to the quality of the securities being offered. Any resale in Israel, directly or indirectly, to the public of the securities offered by this prospectus is subject to restrictions on transferability and must be effected only in compliance with the Israeli securities laws and regulations.

Italy

The offering of the securities in the Republic of Italy has not been authorized by the Italian Securities and Exchange Commission (Commissione Nazionale per le Società e la Borsa, "CONSOB" pursuant to the Italian securities legislation and, accordingly, no offering material relating to the securities may be distributed in Italy and such securities may not be offered or sold in Italy in a public offer within the meaning of Article 1.1(t) of Legislative Decree No. 58 of 24 February 1998 ("Decree No. 58"), other than:

- qualified investors, as defined in Article 100 of Decree no. 58 by reference to Article 34-ter of CONSOB Regulation no. 11971 of 14 May 1999 ("Regulation no. 11971") as amended ("Qualified Investors"); and
- in other circumstances that are exempt from the rules on public offer pursuant to Article 100 of Decree No. 58 and Article 34-ter of Regulation No. 11971 as amended.

Any offer, sale or delivery of the securities or distribution of any offer document relating to the securities in Italy (excluding placements where a Qualified Investor solicits an offer from the issuer) under the paragraphs above must be:

- made by investment firms, banks or financial intermediaries permitted to conduct such activities in Italy in accordance with Legislative Decree No. 385 of 1 September 1993 (as amended), Decree No. 58, CONSOB Regulation No. 16190 of 29 October 2007 and any other applicable laws; and
- in compliance with all relevant Italian securities, tax and exchange controls and any other applicable laws.

Any subsequent distribution of the securities in Italy must be made in compliance with the public offer and prospectus requirement rules provided under Decree No. 58 and the Regulation No. 11971 as amended, unless an exception from those rules applies. Failure to comply with such rules may result in the sale of such securities being declared null and void and in the liability of the entity transferring the securities for any damages suffered by the investors.

Japan

The securities have not been and will not be registered under Article 4, paragraph 1 of the Financial Instruments and Exchange Law of Japan (Law No. 25 of 1948), as amended (the “FIEL”) pursuant to an exemption from the registration requirements applicable to a private placement of securities to Qualified Institutional Investors (as defined in and in accordance with Article 2, paragraph 3 of the FIEL and the regulations promulgated thereunder). Accordingly, the securities may not be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan other than Qualified Institutional Investors. Any Qualified Institutional Investor who acquires securities may not resell them to any person in Japan that is not a Qualified Institutional Investor, and acquisition by any such person of securities is conditional upon the execution of an agreement to that effect.

Portugal

This document is not being distributed in the context of a public offer of financial securities (oferta pública de valores mobiliários) in Portugal, within the meaning of Article 109 of the Portuguese Securities Code (Código dos Valores Mobiliários). The securities have not been offered or sold and will not be offered or sold, directly or indirectly, to the public in Portugal. This document and any other offering material relating to the securities have not been, and will not be, submitted to the Portuguese Securities Market Commission (Comissão do Mercado de Valores Mobiliários) for approval in Portugal and, accordingly, may not be distributed or caused to be distributed, directly or indirectly, to the public in Portugal, other than under circumstances that are deemed not to qualify as a public offer under the Portuguese Securities Code. Such offers, sales and distributions of securities in Portugal are limited to persons who are “qualified investors” (as defined in the Portuguese Securities Code). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Sweden

This document has not been, and will not be, registered with or approved by Finansinspektionen (the Swedish Financial Supervisory Authority). Accordingly, this document may not be made available, nor may the securities be offered for sale in Sweden, other than under circumstances that are deemed not to require a prospectus under the Swedish Financial Instruments Trading Act (1991:980) (Sw. lag (1991:980) om handel med finansiella instrument). Any offering of securities in Sweden is limited to persons who are “qualified investors” (as defined in the Financial Instruments Trading Act). Only such investors may receive this document and they may not distribute it or the information contained in it to any other person.

Switzerland

The securities may not be publicly offered in Switzerland and will not be listed on the SIX Swiss Exchange (“SIX”) or on any other stock exchange or regulated trading facility in Switzerland. This document has been prepared without regard to the disclosure standards for issuance prospectuses under art. 652a or art. 1156 of the Swiss Code of Obligations or the disclosure standards for listing prospectuses under art. 27 ff. of the SIX Listing Rules or the listing rules of any other stock exchange or regulated trading facility in Switzerland. Neither this document nor any other offering material relating to the securities may be publicly distributed or otherwise made publicly available in Switzerland.

Neither this document nor any other offering material relating to the securities have been or will be filed with or approved by any Swiss regulatory authority. In particular, this document will not be filed with, and the offer of securities will not be supervised by, the Swiss Financial Market Supervisory Authority.

This document is personal to the recipient only and not for general circulation in Switzerland.

United Arab Emirates

Neither this document nor the securities have been approved, disapproved or passed on in any way by the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates, nor has the Company received authorization or licensing from the Central Bank of the United Arab Emirates or any other governmental authority in the United Arab Emirates to market or sell the securities within the United Arab Emirates. This document does not constitute and may not be used for the purpose of an offer or invitation. No services relating to the securities, including the receipt of applications and/or the allotment or redemption of such shares, may be rendered within the United Arab Emirates by the Company.

No offer or invitation to subscribe for securities is valid or permitted in the Dubai International Financial Centre.

United Kingdom

Neither the information in this document nor any other document relating to the offer has been delivered for approval to the Financial Services Authority in the United Kingdom and no prospectus (within the meaning of section 85 of the Financial Services and Markets Act 2000, as amended (“FSMA”)) has been published or is intended to be published in respect of the securities. This document is issued on a confidential basis to “qualified investors” (within the meaning of section 86(7) of FSMA) in the United Kingdom, and the securities may not be offered or sold in the United Kingdom by means of this document, any accompanying letter or any other document, except in circumstances which do not require the publication of a prospectus pursuant to section 86(1) FSMA.

This document should not be distributed, published or reproduced, in whole or in part, nor may its contents be disclosed by recipients to any other person in the United Kingdom.

Any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) received in connection with the issue or sale of the securities has only been communicated or caused to be communicated and will only be communicated or caused to be communicated in the United Kingdom in circumstances in which section 21(1) of FSMA does not apply to us.

In the United Kingdom, this document is being distributed only to, and is directed at, persons (i) who have professional experience in matters relating to investments falling within Article 19(5) (investment professionals) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 (“FPO”), (ii) who fall within the categories of persons referred to in Article 49 (2)(a) to (d) (high net worth companies, unincorporated associations, etc.) of the FPO or (iii) to whom it may otherwise be lawfully communicated (together “relevant persons”). The investments to which this document relates are available only to, and any invitation, offer or agreement to purchase will be engaged in only with, relevant persons. Any person who is not a relevant person should not act or rely on this document or any of its contents.

LEGAL MATTERS

The validity of the common stock being offered will be passed upon for us by Burns & Levinson LLP, of Boston, Massachusetts. Certain legal matters in connection with this offering will be passed upon for the underwriters by Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C, of New York, New York.

EXPERTS

The consolidated balance sheets as of December 31, 2012 and 2013, and the related consolidated statements of operations, comprehensive (loss), convertible preferred stock non-controlling interest, and stockholders’ deficit, and cash flows for the years ended December 31, 2013, and 2012, and the cumulative period from December 26, 2004 (inception) through December 31, 2013, have been audited by EisnerAmper LLP, independent registered public accounting firm, as stated in their report dated May 13, 2014, which is incorporated herein, which report includes an explanatory paragraph about the existence of substantial doubt concerning the Company’s ability to continue as a going concern, in reliance on the report of such firm given upon their authority as experts in accounting and auditing.

WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the common stock we are offering. This prospectus, which constitutes a part of the registration statement, does not contain all of the information set forth in the registration statement, some items of which are contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits and the financial statements and notes filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The exhibits to the registration statement should be reviewed for the complete contents of these contracts and documents.

A copy of the registration statement, including the exhibits and the financial statements and notes filed as a part of the registration statement, may be inspected without charge at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549, and copies of all or any part of the registration statement may be obtained from the SEC upon the payment of fees prescribed by it. You may call the SEC at 1-800-SEC-0330 for more information on the operation of the public reference facilities. The SEC maintains a website at <http://www.sec.gov> that contains reports, proxy and information statements and other information regarding companies, such as Eyegate, that file electronically with it.

Upon the completion of this offering, we will be subject to the information reporting requirements of the Securities Act and we will file reports, proxy statements and other information with the SEC. These reports, proxy statements and other information will be available for inspection and copying at the public reference room and website of the SEC referred to above. We also maintain a website at <http://www.Eyegate.com>, at which you may access these materials free of charge as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC. Information contained on our website is not incorporated by reference into this prospectus, and you should not consider information contained on our website to be part of this prospectus or in deciding whether to purchase shares of our common stock.

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EYEGATE PHARMACEUTICALS, INC.**

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Report of Independent Registered Public Accounting Firm

The Board of Directors and Stockholders
EyeGate Pharmaceuticals, Inc.

We have audited the accompanying consolidated balance sheets of EyeGate Pharmaceuticals, Inc. (the "Company") (a development stage enterprise) as of December 31, 2013 and 2012, and the related consolidated statements of operations, comprehensive loss, convertible preferred stock and stockholders' equity, and cash flows for each of the years in the two-year period ended December 31, 2013 and for the period from Inception (December 26, 2004) through December 31, 2013. The financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. Our audits included consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the consolidated financial position of EyeGate Pharmaceuticals, Inc. as of December 31, 2013 and 2012, and the consolidated results of their operations and their cash flows for each of the years in the two-year period ended December 31, 2013 and for the period from Inception (December 26, 2004) through December 31, 2013, in conformity with accounting principles generally accepted in the United States of America.

The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 1 to the consolidated financial statements, the Company has incurred operating losses from operations and negative cash flow flows that raise substantial doubt about its ability to continue as a going concern. Management's plans in regard to these matters are also described in Note 1. The financial statements do not include any adjustments that might result from the outcome of this uncertainty.

/s/ EisnerAmper LLP

New York, New York
May 13, 2014

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED BALANCE SHEETS

	December 31,	
	2013	2012
ASSETS		
Current assets:		
Cash	\$ 501,172	\$ 1,973,185
Prepaid expenses and other current assets	22,351	41,107
Current portion of refundable tax credit receivable	35,124	38,720
Total current assets	558,647	2,053,012
Property and equipment, net	2,981	8,436
Restricted cash	30,000	182,525
Other assets	100,566	98,753
Total assets	<u>\$ 692,194</u>	<u>\$ 2,342,726</u>
LIABILITIES, CONVERTIBLE PREFERRED STOCK, NON- CONTROLLING INTEREST AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Grants payable	\$ 41,232	\$ 39,591
Accounts Payable	13,691	109,749
Accrued expenses	488,989	563,547
Notes payable to stockholders	2,027,240	34,197
Total current liabilities	2,571,152	747,084
Commitments and contingencies (Note 13)		
Convertible preferred stock and non-controlling interests: (classified as temporary equity)		
Series A convertible preferred stock, \$0.01 par value, 2,483,693 shares authorized; 2,483,693 shares issued and outstanding at December 31, 2013 and 2012 (liquidation value of \$5,960,863 at December 31, 2013)	254,525	254,525
Series B convertible preferred stock, \$0.01 par value, 13,794,259 shares authorized; 8,073,508 shares issued and outstanding at December 31, 2013 and 2012 (liquidation value of \$7,023,952 at December 31, 2013)	6,926,180	6,926,180
Series C convertible preferred stock, \$0.01 par value, 5,161,236 shares authorized; 3,351,156 shares issued and outstanding at December 31, 2013 and 2012 (liquidation value of \$5,857,140 at December 31, 2013)	5,745,127	5,745,127
Series D convertible preferred stock, \$0.01 par value 24,023,485 shares authorized; 19,557,392 shares issued and outstanding at December 31, 2013 and 2012 (liquidation value of \$23,762,876 at December 31, 2013)	23,482,834	23,482,834
Non-controlling interests	6,556,215	6,350,526
Total convertible preferred stock and non-controlling interests	42,964,881	42,759,192
Stockholders' deficit:		
Common stock, \$0.01 par value: 65,000,000 shares authorized; 2,025,527 shares issued at December 31, 2013 and 2,006,527 shares issued at December 31, 2012	106,646	106,456
Additional paid-in capital	10,279,752	10,094,791
Accumulated deficit	(55,088,160)	(51,208,713)
Shareholder notes receivable	(195,000)	(195,197)
Accumulated other comprehensive income	52,923	39,113
Total stockholders' deficit	(44,843,839)	(41,163,550)
Total liabilities, convertible preferred stock, non-controlling interests and stockholders' deficit	<u>\$ 692,194</u>	<u>\$ 2,342,726</u>

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS

	<u>Year Ended December 31,</u>		<u>Period from Inception (December 26,</u>
	<u>2013</u>	<u>2012</u>	<u>2004) Through December 31, 2013</u>
Operating expenses:			
Research and development	\$ 1,010,268	\$ 3,034,397	\$ 27,032,344
General and administrative	2,087,637	2,817,851	29,135,037
Total operating expenses	<u>3,097,905</u>	<u>5,852,248</u>	<u>56,167,381</u>
Other income (expense), net:			
Research & development tax credit	24,520	32,748	997,914
Interest income	2,186	11,127	484,198
Interest expense	(611,386)	—	(1,199,469)
Research grant income	—	—	963,438
Other income (expense), net	—	—	163,040
Total other expense, net	<u>(584,680)</u>	<u>43,875</u>	<u>1,409,121</u>
Net Loss	<u>(3,682,585)</u>	<u>(5,808,373)</u>	<u>(54,758,260)</u>
Net income attributable to non-controlling interests	<u>(196,862)</u>	<u>(225,722)</u>	<u>(329,900)</u>
Net (loss) attributable to Eyegate Pharmaceuticals, Inc. stockholders	<u>\$(3,879,447)</u>	<u>\$(6,034,095)</u>	<u>\$ (55,088,160)</u>
Net loss per common share – basic and diluted	\$ (1.92)	\$ (3.01)	
Weighted average shares outstanding – basic and diluted	2,025,057	2,003,294	

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS

	<u>Year Ended December 31,</u>		<u>Period from Inception (December</u>
	<u>2013</u>	<u>2012</u>	<u>26, 2004) Through December 31,</u>
			<u>2013</u>
Net loss	\$(3,682,585)	\$(5,808,373)	\$ (54,758,260)
Other comprehensive income (loss):			
Foreign currency translation adjustments	22,637	(5,237)	2,598
Total other comprehensive income (loss)	<u>22,637</u>	<u>(5,237)</u>	<u>2,598</u>
Less:			
Net income attributable to non-controlling interests	(196,862)	(225,722)	(329,900)
Other comprehensive (income) loss attributable to non-controlling interests	(8,827)	(2,617)	50,325
Comprehensive income attributable to non-controlling interests	<u>(205,689)</u>	<u>(228,339)</u>	<u>(279,575)</u>
Comprehensive loss attributable to EyeGate Pharmaceuticals, Inc. stockholders	<u><u>\$(3,865,637)</u></u>	<u><u>\$(6,041,949)</u></u>	<u><u>\$ (55,035,237)</u></u>

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Non-Controlling Interest	Total Convertible Preferred Stock and non-controlling interests	Common Stock		Additional Paid In Capital	Stockholders' Notes Receivable	Accumulated Other Comprehensive Income (Loss)	Deficit Accumulated During Development Stage	Total Stockholders' Equity (Deficit)
	Series A		Series B		Series C		Series D				Shares	Amount					
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount			Shares	Amount					
Balance at inception at December 26, 2004	—	\$ —	—	\$ —	—	\$ —	—	\$ —	—	\$ —	—	\$ —	—	\$ —	—	\$ —	—
Issuance of common stock at \$0.01 per share and Series A preferred stock at \$0.01 per share	974,998	90,296	—	—	—	—	—	—	90,296	528	16	—	—	—	—	—	16
Balance at December 31, 2004	974,998	90,296	—	—	—	—	—	—	90,296	528	16	—	—	—	—	—	16
Issuance of common stock (at \$0.10 - \$0.30 per share)	—	—	—	—	—	—	—	—	—	5,739,612	104,052	1,274,874	(172,190)	—	—	—	1,206,736
Conversion of notes payable into Series A convertible preferred stock	68,428	164,229	—	—	—	—	—	—	164,229	—	—	—	—	—	—	—	—
Accretion of costs related to warrants	—	—	—	—	—	—	—	—	—	—	—	17,783	—	—	—	—	17,783
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(1,006,491)	—	(1,006,491)
Translation adjustment	—	—	—	—	—	—	—	—	—	—	—	—	—	(63,789)	—	—	(63,789)
Balance at December 31, 2005	1,043,426	254,525	—	—	—	—	—	—	254,525	5,740,140	104,068	1,292,657	(172,190)	(63,789)	(1,006,491)	—	154,255
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	5,671	—	—	—	—	5,671
Issuance of restricted shares of common stock (at \$0.30 per share)	—	—	—	—	—	—	—	—	—	243,578	2,436	70,637	(73,073)	—	—	—	—
Conversion of notes and interest payable into Series B convertible preferred stock	—	—	230,653	200,786	—	—	—	—	200,786	—	—	—	—	—	—	—	—
Issuance of Series B convertible preferred stock, net of issuance cost of \$98,991 (at \$0.87 per share)	—	—	4,395,177	3,725,394	—	—	—	—	3,725,394	—	—	—	—	—	—	—	—
Issuance of Common Stock by subsidiary at \$0.87 per share	—	—	—	—	—	—	—	—	997,370	997,370	—	2,947,665	—	—	—	—	2,947,665
Accretion of costs related to warrants	—	—	—	—	—	—	—	—	—	—	—	17,783	—	—	—	—	17,783
Net loss attributable to non-controlling interests	—	—	—	—	—	—	—	(156,432)	(156,432)	—	—	—	—	—	—	(2,108,826)	(2,108,826)
Translation adjustment	—	—	—	—	—	—	—	—	—	—	—	—	—	(3,268)	—	—	(3,268)
Balance at December 31, 2006	1,043,426	\$254,525	4,625,830	\$3,926,180	—	\$ —	—	\$ —	\$ 840,938	\$5,021,643	5,983,718	\$106,504	\$4,334,413	\$(245,263)	\$(67,057)	\$(3,115,317)	\$ 1,013,280

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Non-Controlling Interest	Total Convertible Preferred Stock and non-controlling interests	Common Stock		Additional Paid In Capital	Stockholders' Notes Receivable	Accumulated Other Comprehensive Income (Loss)	Deficit Accumulated During Development Stage	Total Stockholders' Equity (Deficit)
	Series A		Series B		Series C		Series D				Shares	Amount					
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount			Shares	Amount					
Balance at December 31, 2006	1,043,426	\$254,525	4,625,830	\$3,926,180	—	\$ —	—	\$ —	\$ 840,938	\$ 5,021,643	5,983,718	\$106,504	\$4,334,413	\$(245,263)	\$(67,057)	\$(3,115,317)	\$ 1,013,280
Issuance of Series B convertible preferred stock (at \$0.87 per share)	—	—	3,447,678	3,000,000	—	—	—	—	3,000,000	—	—	—	—	—	—	—	—
Issuance of stock by subsidiary (at \$0.87 per share)	—	—	—	—	—	—	—	536,643	536,643	—	—	526,143	—	—	—	—	526,143
Repurchase of restricted shares of common stock (at \$0.30 per share)	—	—	—	—	—	—	—	—	—	—	(126,089)	(1,261)	(36,566)	37,827	—	—	—
Issuance of restricted shares of common stock (at \$0.30 per share)	—	—	—	—	—	—	—	—	—	—	94,720	947	27,469	(28,416)	—	—	—
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	—	169,686	—	—	—	169,686
Accretion of costs related to warrants	—	—	—	—	—	—	—	—	—	—	—	—	17,784	—	—	—	17,784
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(7,028,376)	(7,028,376)
Net loss attributable to non-controlling interest	—	—	—	—	—	—	—	(130,165)	(130,165)	—	—	—	—	—	—	—	—
Translation adjustment	—	—	—	—	—	—	—	(62,360)	(62,360)	—	—	—	—	—	(20,656)	—	(20,656)
Balance at December 31, 2007	1,043,426	254,525	8,073,508	6,926,180	—	—	—	1,185,056	8,365,761	5,952,349	106,190	5,038,929	(235,852)	(87,713)	(10,143,693)	(5,322,139)	
Issuance of Series C convertible preferred stock, net of issuance costs of \$97,868 (at \$1.75 per share)	—	—	—	3,351,156	5,759,143	—	—	—	5,759,143	—	—	—	—	—	—	—	—
Issuance of stock by subsidiary (at \$1.75 per share)	—	—	—	—	—	—	—	1,462,784	1,462,784	—	—	1,681,308	—	—	—	—	1,681,308
Issuance of warrants in connection with issuance of Series C Preferred Shares (at \$1.75 per share)	—	—	—	—	(14,016)	—	—	—	(14,016)	—	—	14,016	—	—	—	—	14,016
Exercise of common stock options	—	—	—	—	—	—	—	—	—	9,139	91	2,621	—	—	—	—	2,712
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	—	186,395	—	—	—	186,395
Issuance of common stock warrants for services (at \$0.47 per share)	—	—	—	—	—	—	—	—	—	—	—	15,529	—	—	—	—	15,529
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(10,037,292)	(10,037,292)
Net loss attributable to non-controlling interest	—	—	—	—	—	—	—	(138,476)	(138,476)	—	—	—	—	—	—	—	—
Translation adjustment	—	—	—	—	—	—	—	(8,373)	(8,373)	—	—	—	—	—	(15,960)	—	(15,960)
Balance at December 31, 2008	1,043,426	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	—	\$ —	\$2,500,991	\$15,426,823	5,961,488	\$106,281	\$6,938,798	\$(235,852)	\$(103,673)	\$(20,180,985)	\$(13,475,431)

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Non-Controlling Interest	Total Convertible Preferred Stock and non-controlling interests	Common Stock			Stockholders' Notes Receivable	Accumulated Other Comprehensive Income (Loss)	Deficit Accumulated During Development Stage	Total Stockholders' Equity (Deficit)
	Series A		Series B		Series C		Series D				Shares	Amount	Additional Paid In Capital				
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount									
Balance at December 31, 2008	1,043,426	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	—	—	\$2,500,991	\$15,426,823	5,961,488	\$106,281	\$6,938,798	\$(235,852)	\$(103,673)	\$(20,180,985)	\$(13,475,431)
Conversion of common stock into Series A Preferred	1,440,267										(3,972,460)						
Issuance of Series D convertible preferred stock net of issuance costs of \$139,972 (at \$1.22 per share)							3,483,603	4,092,721		4,092,721							
Conversion of notes payable into Series D convertible preferred stock							3,429,691	4,167,188		4,167,188			403,261				403,261
Issuance of stock by subsidiary (at \$1.22 per share)									1,552,295	1,552,295			925,800				925,800
Exercise of common stock options											9,404	94	2,789				2,883
Stock-based compensation													210,062				210,062
Net loss																(8,665,977)	(8,665,977)
Net income attributable to non-controlling interest									38,059	38,059							
Translation adjustment									(22,730)	(22,730)					48,519		48,519
Balance at December 31, 2009	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	6,913,294	\$8,259,909	\$4,068,615	\$25,254,356	1,998,432	\$106,375	\$8,480,710	\$(235,852)	\$(55,154)	\$(28,846,962)	\$(20,550,883)
Issuance of Series D convertible preferred stock net of issuance costs of \$113,539 (at \$1.22 per share)							12,644,098	15,249,457		15,249,457							
Write-off of stockholders' notes receivable														40,852			40,852
Issuance of stock by subsidiary (at \$1.22 per share)									949,481	949,481			490,091				490,091
Issuance of warrants for services (at \$1.75 per share)								(19,861)		(19,861)			19,861				19,861
Exercise of common stock options											4,762	48	1,190				1,238
Stock-based compensation													327,394				327,394
Net loss																(8,780,607)	(8,780,607)
Net income attributable to non-controlling interest									112,985	112,985							
Translation adjustment									27,198	27,198					29,710		29,710
Balance at December 31, 2010	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,489,505	\$5,158,279	\$41,573,616	2,003,194	\$106,423	\$9,319,246	\$(195,000)	\$(25,444)	\$(37,627,569)	\$(28,422,344)

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Non-Controlling Interest	Total Convertible Preferred Stock and non-controlling interests	Common Stock		Additional Paid In Capital	Stockholders' Notes Receivable	Accumulated Other Comprehensive Income (Loss)	Deficit Accumulated During Development Stage	Total Stockholders' Equity (Deficit)
	Series A		Series B		Series C		Series D				Shares	Amount					
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount									
Balance at December 31, 2010	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,489,505	\$5,158,279	\$41,573,616	2,003,194	\$106,423	\$ 9,319,246	\$(195,000)	\$(25,444)	\$(37,627,569)	\$(28,422,344)
Issuance costs related to Series D convertible stock offering	—	—	—	—	—	—	—	(6,671)		(6,671)	—	—	—	—	—	—	—
Issuance of stock by subsidiary (at \$1.22 per share)	—	—	—	—	—	—	—	—	778,749	778,749	—	—	63,408	—	—	—	63,408
Issuance of warrants for services	—	—	—	—	—	—	—	—	—	—	—	—	1,383	—	—	—	1,383
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	—	309,092	—	—	—	309,092
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(7,547,049)	(7,547,049)
Net income attributable to non-controlling interest	—	—	—	—	—	—	—	—	180,663	180,663	—	—	—	—	—	—	—
Translation adjustment	—	—	—	—	—	—	—	—	4,496	4,496	—	—	—	—	72,411	—	72,411
Balance at December 31, 2011	2,483,693	254,525	8,073,508	6,926,180	3,351,156	5,745,127	19,557,392	23,482,834	6,122,187	42,530,853	2,003,194	106,423	9,693,129	(195,000)	46,967	(45,174,618)	(35,523,099)
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	—	396,375	—	—	—	396,375
Exercise of common stock options, which resulted in stock subscription receivable	—	—	—	—	—	—	—	—	—	—	3,333	33	164	(197)	—	—	—
Issuance of common stock warrants for services	—	—	—	—	—	—	—	—	—	—	—	—	5,123	—	—	—	5,123
Net loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(6,034,095)	(6,034,095)
Net income attributable to non-controlling interest	—	—	—	—	—	—	—	—	225,722	225,722	—	—	—	—	—	—	—
Translation adjustment	—	—	—	—	—	—	—	—	2,617	2,617	—	—	—	—	(7,854)	—	(7,854)
Balance at December 31, 2012	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,482,834	\$6,350,526	\$42,759,192	2,006,527	\$106,456	\$10,094,791	\$(195,197)	\$ 39,113	\$(51,208,713)	\$(41,163,550)

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Total Con- vertible Preferred Stock and non- controlling interests	Total Con- vertible Preferred Stock and non- controlling interests	Common Stock			Stock- holders' Notes Receivable	Accu- mulated Other Compre- hensive Income (Loss)	Deficit Accu- mulated During Devel- opment Stage	Total Stock- holders' Equity (Deficit)	
	Series A		Series B		Series C		Series D				Non- Controlling Interest	Shares	Amount					Additional Paid In Capital
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount										
Balance at December 31, 2012	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,482,834	\$6,350,526	\$42,759,192	2,006,527	\$106,456	\$10,094,741	\$(195,197)	\$39,113	\$(51,208,713)	\$(41,163,550)	
Exercise of common stock warrants	—	—	—	—	—	—	—	—	—	—	19,000	190	931	—	—	—	1,121	
Receipt of stock subscription receivable related to the exercise of common stock options	—	—	—	—	—	—	—	—	—	—	—	—	—	197	—	—	197	
Stock-based compensation	—	—	—	—	—	—	—	—	—	—	—	—	184,030	—	—	—	184,030	
Net Loss	—	—	—	—	—	—	—	—	—	—	—	—	—	—	—	(3,879,447)	(3,879,447)	
Net income attributable to non- controlling interest	—	—	—	—	—	—	—	—	196,862	196,862	—	—	—	—	—	—	—	
Translation adjustment	—	—	—	—	—	—	—	—	8,827	8,827	—	—	—	—	13,810	—	13,810	
Balance at December 31, 2013	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,482,834	\$6,556,215	\$42,964,881	2,025,527	\$106,646	\$10,279,752	\$(195,000)	\$52,923	\$(55,088,160)	\$(44,843,839)	

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended December 31,		Period from Inception
	2013	2012	(December 26, 2004) Through December 31, 2013
Operating activities			
Net loss	\$ (3,682,585)	\$ (5,808,373)	\$ (54,758,260)
Adjustments to reconcile net loss to net cash (used in) by operating activities:			
Depreciation and amortization	5,455	9,094	958,033
Non-cash interest expense	533,269	—	533,269
Stock-based compensation	184,030	396,375	1,756,430
Value of warrants issued in exchange for services	—	5,123	22,035
Write-off of stockholders notes receivable	—	—	40,852
Interest charges related to warrants	—	—	53,350
Gain on sale of property and equipment	—	—	(136,043)
Changes in operating assets and liabilities:			
Prepaid expenses and other current assets	18,756	1,579	(22,351)
Refundable tax credit receivable	3,364	34,957	(35,124)
Other assets	(1,813)	69,920	(100,566)
Restricted cash	152,525	—	(30,000)
Accounts payable	(96,058)	26,189	13,691
Accrued expenses	(74,558)	43,249	488,989
Net cash (used in) by operating activities	(2,957,615)	(5,221,887)	(51,215,695)
Investing activities			
Proceeds from sale of property and equipment	—	—	184,802
Purchases of property and equipment	—	—	(856,370)
Costs associated with intangible assets	—	—	(97,771)
Proceeds from sale of investment securities	—	—	370,441
Cash acquired in conjunction with Exchange Agreement	—	—	13,865
Net cash used in investing activities	—	—	(385,033)
Financing activities			
Proceeds from convertible notes payable	1,459,691	34,197	5,632,101
Exercise of warrants	1,121	—	1,121
Receipt of stock subscription receivable related to the exercise of common stock options	197	—	7,030
Proceeds from issuance of convertible preferred stock, net of issuance costs	—	—	31,880,727
Proceeds from issuance of subsidiary stock, net of issuance costs	—	—	13,283,358
Proceeds from issuance of promissory notes	—	—	365,015
Proceeds from issuance of common stock, net of issuance costs	—	—	1,206,736
Payments grants payable	—	(109,603)	(203,554)
Net cash provided by (used in) financing activities	1,461,009	(75,406)	52,172,534
Effect of exchange rate changes on cash	24,593	(3,854)	(70,634)
Net (decrease) increase in cash	(1,472,013)	(5,301,147)	501,172
Cash, beginning of period	1,973,185	7,274,332	—
Cash, end of period	\$ 501,172	\$ 1,973,185	\$ 501,172

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CASH FLOWS

	Years Ended		Period from Inception (December 26, 2004) Through December 31, 2013
	December 31, 2013	2012	
Supplemental disclosure of cash flow information			
Cash paid for interest	\$ —	\$ —	\$ 35,941
Cash paid for income taxes	\$ —	\$ —	\$ —
Supplemental disclosure of noncash investing and financing activities			
Conversion of notes payable into Series D convertible preferred stock	\$ —	\$ —	\$ 4,167,188
Issuance of restricted stock in exchange for stockholders' notes receivable	\$ —	\$ —	\$ 273,679
Repurchase of restricted stock in exchange for stockholder's notes receivable	\$ —	\$ —	\$ 37,827
Conversion of notes payable into Series A convertible preferred stock	\$ —	\$ —	\$ 164,229
Conversion of notes and interest payable into Series B convertible preferred stock	\$ —	\$ —	\$ 200,786

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of Business

EyeGate Pharmaceuticals, Inc. (“EyeGate” or the “Company”), a Delaware corporation, began operations in December 2004 and is a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. EyeGate’s first product in clinical trials incorporates a reformulated topically active corticosteroid, dexamethasone phosphate, that is delivered into the ocular tissues through our proprietary innovative drug delivery system, the EyeGate® II Delivery System.

On December 29, 2004, EyeGate acquired all the outstanding ordinary shares of Optis France S.A. (“Optis”) in accordance with an Exchange Agreement. In exchange, EyeGate issued shares of common stock and Series A preferred stock of EyeGate to the shareholders of Optis. As a result, Optis became a wholly-owned subsidiary of EyeGate. Optis a company registered in France was founded for the purpose of developing safer, more effective and patient-friendly ocular treatments. The share contributions and exchange was considered an exchange of shares between entities under common control. As a result, EyeGate has recognized the assets and liabilities of Optis at their carrying amounts at the date of the share exchange. Subsequent to the share exchange, Optis changed its name to EyeGate Pharma S.A.S (“EyeGate Pharma.”)

In 2006, EyeGate Pharma, raised \$4,000,000 in capital, net of \$54,853 of issuance and exchange rate costs, which resulted in a 30.336% non-controlling interest in EyeGate Pharma. In 2007, EyeGate Pharma raised \$1,000,000 in capital, which resulted in a total 35.094% non-controlling interest in EyeGate Pharma. In 2008, EyeGate Pharma raised \$3,142,853 in capital, which resulted in a total 40.668% non-controlling interest in EyeGate Pharma. In 2009, EyeGate Pharma raised \$2,475,659 in capital, which resulted in a total 46.9% non-controlling interest in EyeGate Pharma. In 2011, EyeGate Pharma raised \$1,441,641 in capital, which resulted in a total 49.6% non-controlling interest in EyeGate Pharma. In 2011, EyeGate Pharma raised \$842,022 in capital from current investors and \$633,214 in capital from its Parent, EyeGate, which resulted in a total 49.99% non-controlling interest in EyeGate Pharma (see Note 9).

Since its inception, EyeGate has devoted substantially all of its efforts to business planning, research and development, and raising capital. Accordingly, EyeGate is considered a Development Stage Enterprise, and the accompanying consolidated financial statements represent those of a Development Stage Enterprise.

The accompanying consolidated financial statements have been prepared assuming that EyeGate will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. At December 31, 2013, EyeGate has cash, cash equivalents and marketable securities of \$501,172, and an accumulated deficit of \$55,088,160. EyeGate has incurred operating losses and negative operating cash flows, and future losses are anticipated. To continue development, EyeGate needs to raise additional capital through debt and/or equity financing, or access additional funding through grants. However, additional capital may not be available on terms favorable to EyeGate, if at all. Accordingly, no assurances can be given that management will be successful in these endeavors. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The financial statements do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities or any other adjustments that might be necessary should the Company be unable to continue as a going concern.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The accompanying consolidated financial statements include the accounts of the Company and EyeGate Pharma, a majority-owned subsidiary of EyeGate, collectively referred to as the Company. The interests in EyeGate Pharma not owned by the Company are reported in the consolidated balance sheets as non-controlling interests, and the interest in the earnings or loss of the subsidiary not attributable to the Company is reported as net income (loss) attributable to non-controlling interests in the consolidated statements of operations and comprehensive loss. Non-controlling interests represents the cumulative portion of equity and operating results of subsidiaries not owned by the Company. The non-controlling interests are convertible into shares of the Company's convertible preferred stock (see Note 7) which are classified as temporary equity on the consolidated balance sheets, and accordingly, the non-controlling interests are also classified as temporary equity. All inter-company balances and transactions have been eliminated in consolidation. These consolidated financial statements have been prepared in accordance with accounting principles generally accepted in the United States.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make significant estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant estimates and assumptions are required in providing for losses on accounts receivable, establishing useful lives of intangible assets and conducting impairment reviews of long-lived assets. The Company bases its estimates on historical experience and various other assumptions that it believes to be reasonable under the circumstances. Although the Company regularly assesses these estimates, actual results could differ materially from these estimates. Changes in estimates are recorded in the period in which they become known.

Foreign Currency Translation

Operations of EyeGate Pharma are conducted in euros which represent its functional currency. Balance sheet accounts of such subsidiary were translated into U.S. dollars at the exchange rate in effect at the balance sheet date and income statement accounts were translated to the average rate of exchange prevailing during the period. Translation adjustments resulting from this process, were included in accumulated other comprehensive income on the consolidated balance sheet.

Cash and Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments purchased with an original maturity of 90 days or less, that are not restricted as to withdrawal, to be the equivalent of cash for the purpose of balance sheet and statement of cash flows presentation. Cash equivalents, which were nominal in amount, consisted of money market accounts that are readily convertible to cash. As of December 31, 2013 and 2012, the Company has classified \$30,000 and \$182,525 as restricted cash.

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is provided for on a straight-line basis over the estimated useful life of 3 to 7 years for all assets. Maintenance and repair costs are expensed as incurred. The Company reviews its property and equipment whenever events or changes in circumstances indicate that the carrying value of certain assets might not be recoverable, and recognizes an impairment loss when it is probable that the estimated cash flows are less than the carrying value of the asset.

Impairment of Long-Lived Assets

The Company evaluates potential impairment of long-lived assets and long-lived assets to be disposed of and considers whether long-lived assets held for use have been impaired whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. Management makes

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

significant estimates and assumptions regarding future sales, cost trends, productivity and market maturity in order to test for impairment. Management reports those long-lived assets to be disposed of and assets held for sale at the lower of carrying amount or fair value less cost to sell. Based on current facts, estimates and assumptions, management believes that no assets are impaired at December 31, 2013. There is no assurance that management's estimates and assumptions will not change in future periods.

Research and Development Expenses

Research and development expenditures are expensed as incurred. Research and development expenses are comprised of costs incurred in performing research and development activities, including salaries, benefits, facilities, research-related overhead, sponsored research costs, contracted services, license fees, and other external costs. Because the Company believes that, under its current process for developing its product, viability of the product is essentially concurrent with the establishment of technological feasibility, no costs have been capitalized to date.

Income Taxes

The Company provides deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of the assets and liabilities using the enacted tax rates in effect in the years in which the differences are expected to reverse. A valuation allowance against deferred tax assets is recorded if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

Unrecognized uncertain tax positions are required to be disclosed and the impact of a tax position is required to be recognized in the financial statements if that position is more likely than not of being sustained by the taxing authority. As of December 31, 2013, the Company had no unrecognized uncertain tax positions.

Refundable Tax Credits for Research and Development

EyeGate Pharma is entitled to receive refundable tax credits associated with its research and development expenses in France. These tax credits can be realized, upon request of the Company, in the form of a cash payment or credits against tax liabilities. The Company records the refundable tax credit as income in the year in which the research and development expenses are incurred.

Sale of Stock by the Subsidiary

The Company is largely dependent on obtaining financing to generate sufficient cash to cover operating costs. EyeGate Pharma S.A.S., periodically issues preferred shares in exchange for U.S. dollar proceeds. At December 31, 2013, these shares represent a 49.99% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 50.01%. The Company accounts for sale of stock by the subsidiary as an equity transaction by recording the carrying value of the additional shares as an increase in the non-controlling interest, with any excess proceeds representing a gain to the parent company recorded to additional paid-in capital.

Concentration of Credit Risk and Off-Balance-Sheet Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents. The Company invests cash and cash equivalents in treasury instruments with accredited financial institutions. Consequently, such funds are subject to minimal credit risk.

The Company has no significant off-balance-sheet risk such as foreign exchange contracts, option contracts, or other foreign hedging arrangements.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

Comprehensive Income (Loss)

Comprehensive income (loss) is defined as the change in stockholders' equity during a period from transactions, and other events and circumstances from non-owner sources. The foreign currency translation adjustments (see above) are the Company's only component of other comprehensive income.

Stock-Based Compensation

Stock-based compensation represents the cost related to stock-based awards granted to employees. The Company measures stock-based compensation cost at grant date, based on the estimated fair value of the award, and recognizes the cost as expense on a straight-line basis (net of estimated forfeitures) over the employee requisite service period. The Company estimates the fair value of stock options using a Black-Scholes valuation model. The Company recognizes compensation expense for non-employee stock option grants at the fair value of the goods or services received or the equity instruments issued, whichever is more reliably measurable. The Company recorded compensation expense for non-employee awards with graded vesting using the accelerated expense attribution method.

The Company records deferred tax assets for awards that result in deductions on the Company's income tax returns, based on the amount of compensation expenses recognized and the Company's statutory tax rate in the jurisdiction in which it will receive a deduction. Differences between the deferred tax assets recognized for financial reporting purposes and the actual tax benefit realized on the Company's income tax return are recorded in additional paid-in capital if the tax benefit exceeds the deferred tax asset, or in the consolidated statements of operations if the deferred tax asset exceeds the tax benefit and no additional paid-in capital exists from previous awards.

Net Loss per Share

Basic and diluted net loss per common share is based on the weighted average number of shares outstanding common stock.

In computing diluted loss per share, no effect has been given to the common shares issuable upon conversion or exercise of the following anti-dilutive securities:

	<u>Year Ended December 31,</u>	
	<u>2013</u>	<u>2012</u>
Series A convertible preferred stock	6,872,319	6,872,319
Series B convertible preferred stock (including 5,746,141, shares from conversion of non-controlling interest)	13,863,913	13,863,913
Series C convertible preferred stock (including 1,798,184, shares from conversion of non-controlling interest)	5,898,815	5,898,815
Series D convertible preferred stock (including 3,917,011, shares from conversion of non-controlling interest)	23,560,997	23,560,997
Common stock warrants	199,571	218,571
Employee stock options	8,334,408	8,334,408
Total common shares issuable	<u>58,730,023</u>	<u>58,749,023</u>

Fair Value of Financial Instruments

The carrying amounts of receivables and accounts and notes payable approximate their fair values due to the short-term nature of these financial instruments. As of December 31, 2013 and 2012, the fair value of the Company's money market funds was \$390,981 and \$1,705,989, respectively.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

Recent Accounting Pronouncements

In February 2013, the FASB issued ASU No. 2013-02, Comprehensive Income (Topic 220): Reporting of Amounts Reclassified Out of Accumulated Other Comprehensive Income. ASU 2013-02 requires companies to provide information about the amounts reclassified out of accumulated other comprehensive income by component. Companies are also required to disclose these reclassifications by each respective line item on their statements of operations. ASU 2013-02 is effective prospectively for annual reporting periods beginning after December 15, 2012, and interim periods within those annual periods. The Company adopted ASU 2013-02 for the financial statements for the period ended December 31, 2013. This adoption did not have a material impact on our consolidated financial statements.

In July 2013, the FASB issued ASU No. 2013-11, Presentation of an Unrecognized Tax Benefit When a Net Operating Loss Carryforward, a Similar Tax Loss, or a Tax Credit Carryforward Exists. ASU 2013-11 clarifies guidance and eliminates diversity in practice on the presentation of unrecognized tax benefits when a net operating loss carryforward, a similar tax loss, or a tax credit carryforward exists at the reporting date. This new guidance is effective for us in the first quarter of fiscal year 2014. The Company does not expect the adoption of ASU 2013-11 to have a material impact on its consolidated financial statements.

3. Property and Equipment

Property and equipment at December 31, 2013 and 2012 consists of the following:

	Estimated Useful Life (Years)	2013	2012
Laboratory equipment	7	\$ 14,661	\$ 14,661
Computer equipment	3	182,914	182,914
Computer software	3	46,038	46,038
Furniture, fixtures and office equipment	5	24,480	24,480
		268,093	268,093
Less accumulated depreciation		265,112	259,657
		\$ 2,981	\$ 8,436

Depreciation expense was \$5,455 and \$9,094 for the years ended December 31, 2013 and 2012, respectively.

4. Accrued Expenses

Accrued expenses consist of the following:

	December 31,	
	2013	2012
Payroll and benefits	\$ 30,920	\$ 69,211
Clinical trials	216,350	377,476
Consulting	12,988	16,250
Professional fees	157,953	90,610
Accrued interest	70,778	—
Other accrued expenses	—	10,000
Total accrued expenses	\$ 488,989	\$ 563,547

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. Grants Payable

On October 27, 1998, the EyeGate Pharma was awarded a non-interest bearing grant from OSEO/Anvar of France, which is an agency of the Ministry of Research of the French Government. The grant provided for a total advance of €228,673 (equivalent value of \$314,837 at December 31, 2013) with a requirement that the grant be repaid by the year 2012. This grant was repaid as of December 31, 2012. The grant further provides that every year, starting on January 1, 2010, the Company will pay an annuity equal to either (a) 45% of the proceeds, before taxes, from royalties received during the prior calendar year when those proceeds are related to the project funded or (b) 45% of the proceeds, before taxes, from the sale to a third party or the usage by the Company for its own purpose of prototypes and samples derived from the project funded. No such annuity payments were payable as of December 31, 2013 or December 31, 2012.

In February 2007, the Company was awarded a second non-interest bearing grant from OSEO/Anvar of France. The grant provided for a total advance of €119,790 (equivalent value of \$164,927 at December 31, 2013) with a requirement that the grant be repaid by the year 2012. The balance of the grant payable was \$41,232 and \$39,591 at December 31, 2013 and 2012, respectively. There are no incremental annuity payments provided for through this grant. The balance of the grant payable is currently due. The Company, as of the issuance of this report, has not paid the grant.

6. Debt

On December 21, 2012, the Company issued unsecured promissory notes (the "2012 Notes") to certain stockholders in the aggregate principal amount of \$525,000. The notes accrue interest at a rate of 8% per annum on the outstanding principal amount. The 2012 Notes were scheduled to mature December 10, 2013 at an aggregate repayment principal amount of \$1,058,270 resulting in an effective interest rate of approximately 88%. In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$2 million prior to maturity, the Company will pay the note holders the repayment principal and all accrued and unpaid interest. In the event that the Company consummates a sale of the Company, as defined below, the Company shall while the 2012 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding ("Requisite Holders"), shall either (i) pay the holders the repayment principal amount plus accrued interest or (ii) immediately prior to the closing, convert all outstanding principal and interest into the Company's Series D convertible preferred stock at 75% of such the series D convertible preferred stock conversion price or 642,591 common shares, subject to the amendment and restatement detailed below.

On December 2, 2013, the 2012 Notes, the Company and the Requisite Holders agreed to extend the maturity of the notes until June 10, 2014. All other terms of the 2012 Notes remain the same. As the Company did not have the ability pay the debt and interest on maturity, and it could not obtain alternative financing from other creditors, it has prospectively accounted for this modification as a troubled debt restructuring.

The Company recorded non-cash interest expense of approximately \$533,000 resulting from amortization of the difference between the aggregate principal amount and the aggregate principal repayment amount of the 2012 Notes.

On July 20, 2013, the Company entered into a Convertible Promissory Note Purchase Agreement ("Note Purchase Agreement"), pursuant to which the Company could issue up to an aggregate principal amount of \$1,500,000 of unsecured promissory notes (the "2013 Notes") to certain stockholders. The 2013 Notes mature on July 29, 2014, and accrue interest at a rate of 8% per annum. In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$3 million prior to maturity, the Company will pay the note holders the repayment principal and all accrued and unpaid interest. In the event that the Company consummates a sale of the Company, as defined, the Company shall while the 2012 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding shall either (i) pay the holders the repayment principal amount plus accrued interest or (ii) immediately prior to the

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

6. Debt - (continued)

closing, convert all outstanding principal and interest in into the Company's Series D convertible preferred stock at 87.5% of the Series D convertible preferred stock conversion price, or 1,410,565 common shares, subject to the amendment and restatement detailed below.

Under the terms of the 2012 and 2013 Notes, "Sale of the Company" shall mean (i) any consolidation or merger of the Company with or into any other corporation or other entity or person, or any other corporate reorganization, other than any such consolidation, merger or reorganization in which the stockholder of the Company immediately prior to such consolidation, merger or reorganization, continue to hold at least a majority of the voting power of the surviving entity (or, if the surviving entity is a wholly owned subsidiary, its parent) immediately after such consolidation, merger or reorganization; if any transaction or series of related transactions to which the Company is a party in which in excess of 50% of the Company's voting power is transferred; provided, however, that a Sale of the Company shall not include any transaction or series of transactions principally for bona fide equity financing purposes in which cash is received by the Company, or any successor or indebtedness of the Company is cancelled or converted or a combination thereof or (iii) a sale, lease, exclusive license or other disposition of all or substantially all of the assets of the Company.

On July 29, 2013, the Company issued 2013 Notes in an aggregate principal amount of \$968,970 pursuant to the Note Purchase Agreement.

The Company and each holder of the 2012 Notes and the 2013 Notes executed and delivered an amended and restated promissory note (collectively, the "Amended and Restated Notes") in the principal amount of the sum of all outstanding principal and accrued and unpaid interest as of June 6, 2014.

In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$5 million prior to maturity, all outstanding principal and accrued and unpaid interest under the Amended and Restated Notes will automatically convert into the equity securities, as applicable, in connection with the closing of the first sale of the equity securities of the Company. In the event that the Company consummates a sale of the Company, as defined therein, the Company shall, while the Amended and Restated Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding thereunder, shall immediately prior to the closing, convert all outstanding principal and interest under the 2014 Notes into the Company's Series D Preferred stock at 70.0% of the Series D Preferred Stock original issuance price.

7. Preferred Stock

At December 31, 2013 and 2012, the Company had 45,462,673 authorized shares of convertible preferred stock, of which 2,483,693 shares were designated as Series A convertible preferred stock ("Series A preferred stock"), 13,794,259 shares were designated as Series B convertible preferred stock ("Series B preferred stock"), 5,161,236 shares were designated as Series C convertible preferred stock ("Series C preferred stock"), and 24,023,485 shares were designated as Series D convertible preferred stock ("Series D preferred stock").

In connection with the December 29, 2004 Exchange Agreement between EyeGate Pharmaceuticals, Inc. and EyeGate Pharma S.A.S., each share of EyeGate Pharma S.A.S. preferred stock was converted into one share of EyeGate Pharmaceuticals, Inc. Series A preferred stock. The exchange resulted in the issuance of 974,998 shares (\$90,296) of Series A preferred stock.

In October 2005, the Company issued 68,428 shares of Series A preferred stock, at \$2.40 per share, in full satisfaction by the Company of its obligation to reimburse certain investors for certain notes payable totaling \$164,229, previously made by the investors for and on behalf of the Company.

In July 2006, the Company issued 230,653 shares of Series B preferred stock upon the conversion of convertible notes totaling \$200,786. In addition, proceeds of \$3,725,394, net of issuance costs of \$98,991, from the sale of an additional 4,395,177 shares of Series B preferred stock were received in 2006.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. Preferred Stock - (continued)

In January 2007, the Company issued additional 3,447,678 shares of Series B preferred stock for proceeds of \$3,000,000.

On March 7, 2008, the Company and certain investors entered into a stock purchase agreement ("2008 SPA") for the issuance of Series C preferred stock in two tranches. At the first tranche on March 7, 2008, the Company issued 3,351,156 shares of Series C preferred stock at \$1.75 per share, for proceeds of \$5,759,143, net of issuance costs. For the second tranche, the Company and investors amended the 2008 SPA and agreed to convert the second closing to a convertible note financing as executed in the note purchase agreement. The notes carried annual interest at 0.81%. The Company imputed interest to reflect a fair market rate of 10% on the notes. The additional interest expense of \$468,007 was recorded within additional paid-in capital. In December 2009, the notes automatically converted to the Company's Series D preferred stock at \$1.22.

On December 8, 2009, the Company's received proceeds \$4,167,188 of convertible notes which were simultaneously converted into 3,429,691 of the Company's Series D preferred stock. The Company and certain investors also entered into a stock purchase agreement ("2009 SPA") for the issuance of Series D preferred stock in several tranches. At the first tranche on December 8, 2009, the Company issued 3,483,603 shares of Series D preferred stock at \$1.22 per share for approximately \$4,092,721 of net proceeds. The Company's convertible notes and issuance of the Series D stock resulted in total proceeds of \$8,259,909, net of issuance costs. In connection with the first tranche, one shareholder of common stock converted 3,972,460 shares of common stock for 1,440,267 shares of Series A preferred stock.

The Company completed the closing of the second tranche on June 15, 2010. The Company issued 12,644,098 shares of Series D preferred stock at \$1.22 per share. The issuance of the Series D stock resulted in total proceeds of \$15,426,518, net of issuance costs.

The rights, preferences and privileges of the Series A, B, C and D preferred stock are as follows:

Voting

The holders of the Series A, B, C and D preferred stock are entitled to vote, together with the holders of common stock, on all matters submitted to stockholders for a vote other than matters that must by law be voted by class or series vote. Each preferred stockholder is entitled to the number of votes equal to the number of shares of common stock into which each preferred share is convertible at the time of such vote.

Dividends

Series A, B, C and D preferred stockholders are entitled to receive dividends with respect to any shares of Series A, B, C and D shares held by them, only if, when and as such dividends are declared by the Company's Board of Directors (the "Board") out of funds legally available for that purpose. For the period from inception (December 26, 2004) through December 31, 2013, the Company has not declared dividends related to the Series A, B, C and D preferred stock.

Liquidation Preference

In the event of any liquidation, dissolution or winding-up of the affairs of the Company, including a change of control, the holders of the then outstanding shares of Series D preferred stock, including the holders of the corresponding S.A.S. shares per the exchange agreements, shall receive an amount equal to the original issuance price of Series D preferred stock (\$1.22) plus all accumulated but unpaid dividends, payable in preference and priority to any payments made to the holders of the then outstanding Series A, B and C preferred stock and common stock. The holders of the then outstanding shares of Series C preferred stock shall receive an amount equal to the original issuance price of Series C preferred stock (\$1.75) plus all accumulated but unpaid dividends, payable in preference and priority to any payments made to the holders of the then outstanding Series B and A preferred stock and common stock. The holders of the then outstanding shares of Series B preferred stock shall receive an amount equal to the original issuance price of Series B preferred stock (\$0.87) plus all accumulated but unpaid dividends, payable in preference and priority to any

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

7. Preferred Stock - (continued)

payments made to the holders of the then outstanding Series A preferred stock and common stock. The holders of the then outstanding Series A preferred stock shall receive an amount equal to the original issuance price per share of Series A preferred stock (\$2.40) plus all accumulated but unpaid dividends. The remaining assets available for distribution, if any, shall be distributed among the holders of shares of common stock, such distribution to be made ratably based on the number of common shares held by each.

Conversion

Each share of Series A, B, C and D preferred stock is convertible at the option of the holder, into a number of fully paid shares of common stock as determined by dividing the respective preferred stock issue price by the conversion price in effect at the time. The initial conversion price of the Series D preferred stock is \$1.22, Series C preferred stock is \$1.75, and Series A and B preferred stock is \$0.87 and are subject to adjustment in accordance with antidilution provisions. All outstanding shares of Series A, B, C and D preferred stock convert automatically to common stock immediately upon the closing of an underwritten public offering in which the public offering price equals or exceeds \$4.35 per share (adjusted to reflect subsequent stock dividends, stock splits or recapitalization) at the conversion rates of 1:2.758, 1:1, 1:1, and 1:1, respectively.

All series of preferred stock have classified as temporary equity as the preferred stock is redeemable at the option of the holder in the event of a change in control.

8. Warrants

At December 31, 2007, the Company had warrants outstanding to purchase 28,532 shares of the Company's common stock, which expired on December 29, 2011. On September 29, 2008, the Company issued warrants to purchase 79,571 shares of Common Stock to a consultant in exchange for services rendered, at \$0.47 exercise price per share and exercisable through September 29, 2015. The fair value of the warrants at issuance amounted to \$15,529 and was recorded as general and administrative expenses in the 2008 consolidated statement of operations.

In March 2008, the Company issued warrants to purchase 11,901 shares of Series C Preferred Stock for services rendered in connection with the initial closing of the Series C Preferred Stock, exercisable at \$1.75 per share through February 13, 2016. The fair value of the warrants at issuance amounted to \$14,016 and was recorded as Series C Preferred Stock issuance cost in the 2008 consolidated statement of stockholders' deficit.

In August 2010, the Company issued warrants to purchase 25,502 shares of Series D Preferred Stock for services rendered in connection with the initial and Second closings of the Series D Preferred Stock, exercisable at \$1.22 per share through August 12, 2017. The fair value of the warrants at issuance amounted to \$19,861 and was recorded as Series D Preferred Stock issuance cost in the 2010 consolidated statement of stockholders' deficit.

In March 2011, the Company issued warrants to purchase 2,430 shares of Series D Preferred Stock for services rendered in connection with the Third and Fourth closings of the Series D Preferred Stock, exercisable at \$1.22 per share through March 29, 2018. The fair value of the warrants at issuance amounted to \$1,383 and was recorded as Series D Preferred Stock issuance cost in the 2011 consolidated statement of stockholders' deficit.

In February 2012, the Company issued warrants to purchase 100,000 shares of Common Stock in exchange for services rendered at an exercise price of \$0.059 per share exercisable through February 2017. The fair value of the warrants at issuance amounted to \$3,687 and was recorded as a Stock issuance cost in the 2012 consolidated statement of stockholders' deficit.

In June 2012, the Company issued warrants to purchase 20,000 shares of Common Stock in exchange for services rendered related to one of its clinical trials at an exercise price of \$0.059 per share exercisable

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

8. Warrants - (continued)

through June 2017. The fair value of the warrants at issuance amounted to \$736 and was recorded as a Stock issuance cost in the 2012 consolidated statement of stockholders' deficit.

In June 2012, the Company issued warrants to purchase 19,000 shares of Common Stock in exchange for services rendered related to one of its clinical trials at an exercise price of \$0.059 per share exercisable through June 2017. The fair value of the warrants at issuance amounted to \$700 and was recorded as a Stock issuance cost in the 2012 consolidated statement of stockholders' deficit. In 2013, the holder exercised these warrants.

9. Non-controlling interest

On July 25, 2006, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for proceeds totaling €3,136,762 (\$4,000,000). A total of 731,180 shares were issued at €4.29 per share, which can be exchanged for 4,596,903 of the Parent Company's Series B Preferred Shares. These shares represented a 30.336% non-controlling interest in the subsidiary which reduced the Parent's ownership interest in the subsidiary to 69.664%. In consolidation, this transaction resulted in a gain of \$2,947,665 for the Parent Company that has been recorded as an increase in additional paid-in capital. This gain represents the excess of the offering price over the carrying amount per share of the Parent's investment in the Subsidiary at the time of the sale.

On January 10, 2007, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for proceeds totaling €766,872 (\$1,000,000). A total of 178,758 shares were issued at €4.29 per share, which can be exchanged for 1,149,226 of the Parent Company's Series B Preferred Shares. The issuance of these shares resulted in a 35.094% non-controlling interest in the subsidiary which reduced the Parent's ownership interest in the subsidiary to 64.906%. In consolidation, this transaction resulted in a gain of \$526,143 for the Parent Company that has been recorded as an increase in additional paid-in capital. This gain represents the excess of the offering price over the carrying amount per share of the Parent's investment in the Subsidiary at the time of the sale.

On March 7, 2008, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for proceeds totaling €2,067,265 (\$3,142,853). A total of 240,940 shares were issued at €8.58 per share, which can be exchanged for 1,798,184 of the Parent Company's Series C Preferred Shares. The issuance of these shares resulted in a 40.668% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 59.332%. In consolidation, this transaction resulted in a gain of \$925,800 for the Parent Company that has been recorded as an increase in additional paid-in capital. This gain represents the excess of the offering price over the carrying amount per share of the Parent's investment in the Subsidiary at the time of the sale.

On December 8, 2009, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for net proceeds totaling €1,979,763 (\$2,680,375) of which \$205,683 was received in February 2010. The net proceeds include the conversion of €1,596,554 of principal and accrued interest on convertible promissory notes held by several investors. A total of 332,175 shares were issued at €5.96 per share, which can be exchanged for 2,206,806 of the Parent Company's Series D Preferred Shares. The issuance of these shares resulted in a 46.9% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 53.1%. In consolidation, this transaction resulted in a gain of \$1,329,061 for the Parent Company that has been recorded as an increase to additional paid-in-capital. This gain represents the excess of the offering price over the carrying amount per share the Parent's investment in the Subsidiary at the time of the sale.

On June 15, 2010, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for net proceeds totaling €1,007,819 (\$1,239,600). A total of 169,097 shares were issued at €5.96 per share, which can be exchanged for 1,017,208 of the Parent Company's Series D Preferred Shares. The issuance of these shares resulted in a 49.6% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 50.4%. In consolidation, this transaction resulted in a gain of \$556,968 for the Parent Company that has been recorded as an increase to additional paid-in-capital. This gain represents the excess of the offering price over the carrying amount per share the Parent's investment in the Subsidiary at the time of the sale.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

9. Non-controlling interest - (continued)

On February 9, 2011, EyeGate Pharma, S.A.S. issued subsidiary shares in exchange for proceeds totaling €630,265 (\$842,019). A total of 105,747 shares were issued at €5.96 per share, which can be exchanged for 692,997 of the Parent Company's Series D Preferred Shares. On February 9, 2011, the Parent, EyeGate Pharmaceuticals, Inc., purchased 79,524 shares for net proceeds totaling €473,965 (\$633,215). The issuance and purchase of these shares resulted in a 49.99% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 50.01%. In consolidation, these transactions resulted in a cumulative gain of \$63,408 for the Parent Company, which is recorded to additional paid-in-capital. This gain represents the excess of the offering price over the carrying amount per share the Parent's investment in the Subsidiary at the time of the sale.

The subsidiary shares are convertible to Series B, Series C or Series D preferred shares of the Parent Company, respectively, or to common stock of the Parent Company, at the option of the holder (voluntary exchange) or mandatorily upon the occurrence of a Mandatory Exchange Event, as defined in the Exchange Agreement and accordingly the non-controlling interest is classified as temporary equity.

10. Stockholders' Notes Receivable

In 2005 and 2006, certain of the Company's stockholders and officers issued various promissory notes totaling \$195,000 for the sale of common stock. The notes are full recourse and are collateralized by the shares of stock sold. The notes bear interest at 6.75% and are due in one payment on the fifth anniversary of the note. The Board resolved to change the interest rate on these notes from 6.75% to 0.93% effective October 1, 2012. These notes were granted an extension making them all mature on October 1, 2016. The Company records the stockholder notes as a component of stockholders' equity and the interest receivable on the notes as other current and long-term assets. Interest receivable on the notes at December 31, 2013 and 2012 was \$91,103 and \$89,291, respectively. Interest earned on the notes in 2013 and 2012 amounted to \$1,812 and \$10,330, respectively, and are included within interest income in the consolidated statement of operations.

During 2007, the Company cancelled a note totaling \$37,827 in connection with the repurchase of 126,089 shares and issued notes totaling \$28,416 in connection with the sale of 94,720 shares. This transaction resulted in a reduction of additional paid-in capital of \$9,097 and a reduction of Common Stock of \$314.

During 2010, the Company cancelled two notes totaling \$40,852 and accumulated interest totaling \$11,316 in connection with the resignation of a member of the Board of Directors. This is recorded in general and administrative expenses in the consolidated statement of operations.

11. Equity Incentive Plan

In 2005, the Company approved the 2005 Equity Incentive Plan (the "2005 Plan"). The 2005 Plan provides for the granting of options, restricted stock or other stock-based awards to employees, officers, directors, consultants and advisors. During 2010, the maximum number of common shares that may be issued pursuant to the 2005 Plan was increased to 9,785,617 shares. The Board is responsible for administration of the 2005 Plan. The Board determines the term of each option, the option exercise price, the number of shares for which each option is granted and the rate at which each option is exercisable. Incentive stock options may be granted to any officer or employee at an exercise price per share of not less than the fair value per common share on the date of the grant (not less than 110% of fair value in the case of holders of more than 10% of the Company's voting stock) and with a term not to exceed ten years from the date of the grant (five years for incentive stock options granted to holders of more than 10% of the Company's voting stock). Nonqualified stock options may be granted to any officer, employee, consultant or director at an exercise price per share of not less than the par value per share.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Equity Incentive Plan - (continued)

The following is a summary of stock option activity for the year ended December 31, 2013:

	Number of Options	Weighted-Average Exercise Price	Weighted-Average Contractual Life (In Years)
Outstanding at beginning of year	8,451,781	\$ 0.059	6.33
Granted	—		
Exercised	—		
Canceled	(117,373)	\$ 0.059	
Outstanding at end of year	8,334,408	\$ 0.059	5.31
Exercisable at end of year	7,858,578	\$ 0.059	7.33
Vested and expected to vest at end of year	7,858,578	\$ 0.059	7.33

No options were granted in 2013. The weighted-average grant date fair value of options granted in 2012 was \$0.059. None of the options outstanding have an intrinsic value as of December 31, 2013, and the options exercised in 2012 did not have an intrinsic value.

The fair value of stock options issued to employees and non-employees during the year ended December 31, 2012 is measured using the following assumptions:

	Employees	Non-Employees
Expected volatility	73%	65% – 68%
Expected dividend yield	0.00%	0.00%
Expected term (in years)	6 years	7.10 to 9.23 years
Risk-free rate	0.83%	1.18% – 1.78%

The expected volatility assumption is based on the volatility of similar public companies' stock over a term equal to the expected term of the option granted. The Company has never paid dividends and does not currently intend to pay dividends, and this has assumed a dividend yield of zero. The expected term of stock options issued to employees and directors has been estimated by the average of the term of the grants and the average duration of the time to vesting dates weighted by the percentage of the grant vesting on those dates. The risk-free interest rate is based on the implied yield on a U.S. Treasury constant maturity with a remaining term equal to the expected term of the option granted.

The total stock-based compensation expense for employees and non-employees is included in the accompanying consolidated statements of operations as follows:

	2013	2012	Period from Inception (December 31, 2004) through December 31, 2013
Research and development	\$ 57,901	\$ 2,780	\$ 154,642
General and administrative	126,129	393,595	1,601,790
	<u>\$184,030</u>	<u>\$396,375</u>	<u>\$ 1,756,432</u>

As of December 31, 2013, there is approximately \$31,910 of total unrecognized compensation expense related to unvested stock-based compensation arrangements granted. That cost is expected to be recognized over a weighted average period of 2.0 years.

In 2010 and 2008, the Company issued options to purchase Common Stock to three members of its Scientific Advisory Board. The options have been recorded at fair value as calculated using the Black-Scholes option pricing model. The options vest over a three-year period and are subject to variable accounting.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

11. Equity Incentive Plan - (continued)

Accordingly, the options are remeasured at each reporting period and each vesting date. The Company recorded \$1 related to the remeasurement of non-employee stock option grants in 2013, and \$1,314 in 2012.

Stock Option Repricing

On March 12, 2012 the Company modified the terms of stock options held by three officers and six other employees to purchase 6,739,707 shares of the Company's common stock. The options were originally granted between 2006 and 2011 with exercise prices ranging from \$0.26 to \$0.37 and had a weighted average remaining term of 7.1 years when modified. The Company reduced the exercise price of the options to \$0.06 per share reflecting the Company's most recent valuation of its common stock. In connection with the repricing, the Company recorded additional stock-based compensation expense of \$31,290 and \$107,948 for the year ended December 31, 2013 and 2012, respectively.

12. Income Taxes

The components of income (loss) before income taxes are as follows:

	Year Ended December 31,	
	2013	2012
Domestic	\$ (3,879,447)	\$ (6,034,095)
Foreign	196,862	225,722
Total	<u>\$ (3,682,585)</u>	<u>\$ (5,808,373)</u>

The difference between the effective rate reflected in the provision for income taxes on loss before taxes and the amounts determined by applying the applicable statutory U.S. tax rate are analyzed below:

	Year Ended December 31,	
	2013	2012
United States federal income tax rate	34.00%	34.00%
State taxes, net of federal benefit	5.28%	5.28%
Permanent differences	(4.58)%	(4.68)%
Change in valuation allowance	(31.36)%	(30.77)%
Expiration of state net operating loss carryforward	(7.20)%	(3.34)%
Research and development credits	5.05%	—%
Other	(1.19)%	(0.49)%
Effective tax rate	<u>0.00%</u>	<u>0.00%</u>

The Company's deferred tax assets consist of the following:

	2013	2012
Net operating loss carryforwards	\$ 14,174,494	\$ 12,876,574
Research and development credit carryforwards	1,190,023	1,009,351
Capitalized research and development	5,590,524	6,110,082
Nonqualified stock option	98,236	98,235
Warrants issued for services	383	(694)
Depreciation and amortization	594	374
Start-up costs/organization costs	26,276	30,655
Cash versus accrual adjustments	1,220,390	1,019,753
Total deferred tax assets	22,300,920	21,144,330
Valuation allowance	(22,300,920)	(21,144,330)
Net deferred tax asset	<u>\$ —</u>	<u>\$ —</u>

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

12. Income Taxes - (continued)

As of December 31, 2013, the Company has federal, and state net operating loss carryforwards of approximately \$33,016,985 and \$24,170,592, respectively, to offset future federal and state taxable income, which expire at various times through 2033. The Company has foreign net operating loss carryforwards of \$5,068,309 as of December 31, 2013, which can be carried forward indefinitely. As of December 31, 2013, the Company also has federal, state and foreign research and development tax credit carryforwards of approximately \$894,872, \$410,071, and \$24,505, respectively, to offset future income taxes, which expire at various times through 2033. The federal and state net operating loss and research tax credit carryforwards may be subject to the limitations provided in the Internal Revenue Code ("IRC") Sections 382 and 383.

The Company files United States federal income tax returns and income tax returns in the Commonwealth of Massachusetts as well as foreign tax returns for its subsidiary in France. The Company is not under examination by any jurisdiction for any tax year.

The Company has recorded a valuation allowance against its United States deferred tax assets in each of the years ended December 31, 2013 and 2012 because the Company's management believes that it is more likely than not that these assets will not be realized. The valuation allowance increased by \$1,156,590 and \$1,748,810 during the year ended December 31, 2013 and 2012, respectively, primarily as a result of net operating losses.

As of December 31, 2013, the Company had no unrecognized tax benefits or related interest and penalties accrued. The Company will recognize interest and penalties related to uncertain tax positions in income tax expense. The Company has not, as yet, conducted a study of R&D credit carryforwards. This study may result in an adjustment to the Company's R&D credit carryforwards, however, until a study is completed and any adjustment is known, no amounts are being presented as an uncertain tax position.

The statute of limitations for assessment by the Internal Revenue Service and Massachusetts tax authorities is closed for years prior to December 31, 2009, although carryforward attributes that were generated prior to tax year 2009 may still be adjusted upon examination by the IRS or state tax authorities. The Company files income tax returns in the United States, Massachusetts and France.

The net operating loss and tax credit carryforwards are subject to review by the Internal Revenue Service in accordance with the provisions of Section 382 of the Internal Revenue Code. Under this Internal Revenue Code section, substantial changes in the Company's ownership may limit the amount of net operating loss carryforwards that could be utilized annually in the future to offset the Company's taxable income. Specifically, this limitation may arise in the event of a cumulative change in ownership of the Company of more than 50% within a three-year period. Any such annual limitation may significantly reduce the utilization of the Company's net operating loss carryforwards before they expire. The closing of the Company's initial public offering, alone or together with transactions that have occurred or that may occur in the future, may trigger an ownership change pursuant to Section 382, which could limit the amount of research and development and net operating loss carryforwards that could be utilized annually in the future to offset the Company's taxable income, if any. Any such limitation, whether as the result of the Company's initial public offering, sales of common stock by the Company's existing stockholders or additional sales of common stock by the Company after its initial public offering, could have a material adverse effect on the Company's results of operations in future years.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

13. Commitments and Contingencies*Operating Leases*

The Company has a lease for the rental of office space for its corporate headquarters. The lease covers the rental of up to 2,390 square feet.

The Company executed its lease for laboratory and office space in November 2006, under a non-cancelable operating lease that expired in December 2012. Total rent expense under this operating leases was approximately \$545,497 for the year ended December 31, 2012.

The Company executed a new agreement in January 2013 which expired in June 2013. The Company exercised its option to continue the lease on a month to month basis. The agreement is cancellable by either party with one month notice. The Company subleased its existing space beginning in February 2012, and recorded the sublease income as a reduction of the rental expense.

In connection with the facility lease, the Company was required to enter into a \$152,525 letter of credit for the benefit of the landlord. The letter of credit was collateralized by a certificate of deposit which was been classified as restricted cash in the accompanying consolidated balance sheet at December 31, 2012. This letter of credit was cancelled and the certificate of deposit paid back to the Company in full in January 2013.

License Agreements

The Company is a licensee under two license agreements that grant the Company the exclusive right to commercialize the technology related to its proprietary drug delivery system. Both license agreements require the Company to pay royalties to the licensor based on revenues related to the licensed technology.

One of the license agreements requires the Company to pay an annual license fee of \$12,500 and, beginning January 1, 2012, requires the Company to pay an annual minimum royalty of \$100,000 until the Company has a product using the technology approved and available for commercial sale in the United States. This license also requires payments upon the Company's achievement of certain milestones. Unless terminated pursuant to the license agreement, this license will expire 12 years after the date of the first commercial sale of a product containing the licensed technology.

Future minimum payments under the license as of December 31, 2013 are as follows:

Year	Amount
2014	\$ 142,500
2015	157,500
2016	172,500
2017	187,500
2018	202,500

Contingencies

The Company neglected to file its Reports of Foreign Bank and Financial Accounts ("FBAR") for 2011 and 2012 as required by the Bank Secrecy Act. The Company's failure to file an FBAR when required may result in civil penalties, criminal penalties or both. The Company could be subject to penalties up to the greater of \$100,000 per year or 50% of the amount in the account at the time of the violation. The Company intends to remediate its delinquent filings using a voluntary disclosure process. As of December 31, 2013, the Company has not recorded an accrual related to this contingency as it has not been assessed a penalty and because management believes that the Company did not willfully fail to file FBAR and it has retained records of account, therefore, the Company may not be subject to a significant penalty.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

14. Employee Benefit Plans

The Company has an employee benefit plan for its United States-based employees under Section 401(k) of the Internal Revenue Code. The Plan allows all eligible employees to make contributions up to a specified percentage of their compensation. Under the Plan, the Company may, but is not obligated to, match a portion of the employee contribution up to a defined maximum. The Company made no matching contribution for the years ended December 31, 2013 and 2012.

15. Subsequent Events

On January 15, 2014, the Company's Board of Directors authorized loan forgiveness on a promissory note with the President of Eyegate. The note principal totaled \$136,176, plus accrued interest of \$64,582. In addition to the loan forgiveness, the Board also authorized a bonus award for the Eyegate President in the amount of \$130,000. The bonus amount is payable on June 30, 2014 or earlier upon sale of the Company, liquidation, dissolution or winding up of the Company.

On February 28, 2014 and April 14, 2014, the Company issued \$446,151 and \$16,667, respectively in convertible promissory notes (the "2014 Notes"). The 2014 Notes bear interest at the rate of 8% per annum and have a scheduled maturity date of July 29, 2014.

March 25, 2014, the Board approved a proposal to pursue an offering of its stock and to file an initial public offering ("IPO"). If the IPO is successful, all of the Company's preferred stock, and the non-controlling interests convertible into the Company's preferred stock, will be converted into common shares of the Company and Eyegate Pharma will once again become a wholly-owned subsidiary of the Company. The Company's 2014 Employee Stock Purchase Plan, or the 2014 ESPP, was adopted by the Board in April 2014 and is expected to be approved by the Company's stockholders prior to the completion of the Company's planned IPO.

The Company's Board adopted the 2014 Equity Incentive Plan, or the 2014 Plan, and which the Company's stockholders are expected to approve prior to the completion of the Company's planned IPO.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED BALANCE SHEETS

	March 31, 2014 (unaudited)	December 31, 2013
ASSETS		
Current assets:		
Cash	\$ 523,378	\$ 501,172
Prepaid expenses and other current assets	17,639	22,351
Current portion of refundable tax credit receivable	38,950	35,124
Total current assets	579,967	558,647
Property and equipment, net	2,381	2,981
Restricted Cash	30,000	30,000
Other assets	61,430	100,566
Total assets	<u>\$ 673,778</u>	<u>\$ 692,194</u>
LIABILITIES, CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' DEFICIT		
Current liabilities:		
Grants payable	\$ 41,190	\$ 41,232
Accounts Payable	8,104	13,691
Accrued expenses	765,032	488,989
Convertible promissory notes due to stockholders	2,473,391	2,027,240
Total current liabilities	3,287,717	2,571,152
Commitments and contingencies (Note 13)		
Convertible preferred stock and non-controlling interests: (classified as temporary equity)		
Series A convertible preferred stock, \$0.01 par value: 2,483,693 shares authorized; 2,483,693 shares issued and outstanding at March 31, 2014, and December 31, 2013 (liquidation preference of \$5,960,863 at March 31, 2014)	254,525	254,525
Series B convertible preferred stock, \$0.01 par value: 13,794,259 shares authorized; 8,073,508 shares issued and outstanding at March 31, 2014 and December 31, 2013 (liquidation preference of \$7,023,952 at March 31, 2014)	6,926,180	6,926,180
Series C convertible preferred stock, \$0.01 par value: 5,161,236 shares authorized; 3,351,156 shares issued and outstanding at March 31, 2014 and December 31, 2013 (liquidation preference of \$5,857,140 at March 31, 2014)	5,745,127	5,745,127
Series D convertible preferred stock, \$0.01 par value: 24,023,485 shares authorized; 19,557,392 shares issued and outstanding at March 31, 2014 and December 31, 2013 (liquidation preference of \$23,762,876 at March 31, 2014)	23,482,834	23,482,834
Non-controlling interest	6,621,982	6,556,215
Total convertible preferred stock and non-controlling interests	43,030,648	42,964,881
Stockholders' deficit:		
Common stock, \$0.01 par value: 65,000,000 shares authorized; 2,025,527 shares issued at March 31, 2014 and December 31, 2013 and 2,006,527 shares issued at December 31, 2012	106,646	106,646
Additional paid-in capital	10,302,493	10,279,752
Accumulated deficit	(56,050,000)	(55,088,160)
Shareholder notes receivable	(58,824)	(195,000)
Accumulated other comprehensive income	55,098	52,923
Total stockholders' deficit	(45,644,587)	(44,843,839)
Total liabilities, convertible preferred stock, non-controlling interests and stockholders' deficit	<u>\$ 673,778</u>	<u>\$ 692,194</u>

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS
(unaudited)

	Three Months Ended March 31,	
	2014	2013
Operating expenses:		
Research and development	\$ 217,868	\$ 564,906
General and administrative	656,216	426,421
Total operating expenses	<u>874,084</u>	<u>991,327</u>
Other (expense), net:		
Research & development tax credit	2,940	1,968
Interest income	307	486
Interest expense	(32,055)	(117,265)
Research grant income	—	—
Other income (expense), net	—	—
Total other expense, net	<u>(28,808)</u>	<u>(114,811)</u>
Net Loss	(902,892)	(1,106,138)
Net income attributable to on-controlling interest	(58,948)	(57,977)
Net loss attributable to Eyegate Pharmaceuticals, Inc. stockholders	<u>\$ (961,840)</u>	<u>\$ (1,164,115)</u>
Net loss per common share – basic and diluted	\$ (0.47)	\$ (0.58)
Weighted average shares outstanding – basic and diluted	2,025,527	2,023,606

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF COMPREHENSIVE LOSS
(unaudited)

	Three Months Ended December	
	31,	
	2014	2013
Net loss	\$ (902,892)	(1,106,138)
Other comprehensive income (loss):		
Foreign currency translation adjustments	8,994	1,777
Total other comprehensive income (loss)	8,994	1,777
Less:		
Net income attributable to non-controlling interests	(58,948)	(57,977)
Other comprehensive (income) loss attributable to non-controlling interests	(6,819)	(636)
Comprehensive loss (income) attributable to non-controlling interests	(65,767)	(58,613)
Comprehensive loss attributable to EyeGate Pharmaceuticals, Inc. stockholders	<u>\$ (959,665)</u>	<u>(1,162,974)</u>

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

CONSOLIDATED STATEMENTS OF CONVERTIBLE PREFERRED STOCK,
NON-CONTROLLING INTERESTS AND STOCKHOLDERS' DEFICIT

	Convertible Preferred Stock								Common Stock				Stock- holders' Notes Receivable	Accu- mulated Other Compre- hensive Income (Loss)	Deficit Accu- mulated During Devel- opment Stage	Total Stock- holders' Deficit (Deficit)	
	Series A		Series B		Series C		Series D		Common Stock								
	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Shares	Amount	Capital						
Balance at December 31, 2013	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,482,834	\$6,556,215	\$42,964,881	2,025,527	\$106,646	\$10,279,752	\$(195,000)	\$52,923	\$(55,088,160)	\$(44,843,839)
Cancellation of shareholder note receivable														136,176			136,176
Stock-based compensation												22,741					22,741
Net Loss																(961,840)	(961,840)
Net income (loss) attributable to non- controlling interest									58,948	58,948							—
Translation adjustment								6,819	6,819						2,175		2,175
Balance at March 31, 2014 (unaudited)	2,483,693	\$254,525	8,073,508	\$6,926,180	3,351,156	\$5,745,127	19,557,392	\$23,482,834	\$6,621,982	\$43,030,648	2,025,527	\$106,646	\$10,302,493	\$(58,824)	\$55,098	\$(56,050,000)	\$(45,644,587)

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Three Months Ended	
	March 31,	
	2014	2013
Operating activities		
Net loss	\$ (902,892)	\$ (1,106,138)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation and amortization	600	1,787
Non-cash interest expense		104,285
Stock-based compensation	22,741	44,926
Loss on cancellation of shareholders' note receivable	200,758	
Changes in operating assets and liabilities:		
Prepaid expenses and other current assets	4,712	26,745
Refundable tax credit receivable	(2,027)	(478)
Other assets	(25,446)	(447)
Restricted cash		152,525
Accounts payable	(5,587)	(78,027)
Accrued expenses	276,043	(5,224)
Net cash (used in) operating activities	(431,098)	(860,046)
Financing activities		
Proceeds from convertible notes payable	446,151	490,803
Exercise of warrants		1,121
Receipt of stock subscription receivable related to the exercise of common stock options		197
Net cash provided by financing activities	446,151	492,121
Effect of exchange rate changes on cash	7,153	(160)
Net (decrease) increase in cash	22,206	(368,085)
Cash, beginning of period	501,172	1,973,185
Cash, end of period	\$ 523,738	\$ 1,605,100

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(unaudited)

	Three Months Ended	
	March 31,	
	2014	2013
Supplemental disclosure of cash flow information		
Cash paid for interest	\$ —	\$ —
Cash paid for income taxes	\$ —	\$ —

See accompanying notes to the consolidated financial statements.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Nature of Business and Liquidity

EyeGate Pharmaceuticals, Inc. (“EyeGate” or the “Company”), a Delaware corporation, began operations in December 2004 and is a clinical-stage specialty pharmaceutical company that is focused on developing and commercializing therapeutics and drug delivery systems for treating diseases of the eye. EyeGate’s first product in clinical trials incorporates a reformulated topically active corticosteroid, dexamethasone phosphate, that is delivered into the ocular tissues through our proprietary innovative drug delivery system, the EyeGate® II Delivery System.

On December 29, 2004, EyeGate acquired all the outstanding ordinary shares of Optis France S.A. (“Optis”) in accordance with an Exchange Agreement. In exchange, EyeGate issued shares of common stock and Series A preferred stock of EyeGate to the shareholders of Optis. As a result, Optis became a wholly-owned subsidiary of EyeGate. Optis a company registered in France was founded for the purpose of developing safer, more effective and patient-friendly ocular treatments. The share contributions and exchange was considered an exchange of shares between entities under common control. As a result, EyeGate has recognized the assets and liabilities of Optis at their carrying amounts at the date of the share exchange. Subsequent to the share exchange, Optis changed its name to EyeGate Pharma S.A.S (“EyeGate Pharma”).

In 2006, EyeGate Pharma, raised \$4,000,000 in capital, net of \$54,853 of issuance and exchange rate costs, which resulted in a 30.336% non-controlling interest in EyeGate Pharma. In 2007, EyeGate Pharma raised \$1,000,000 in capital, which resulted in a total 35.094% non-controlling interest in EyeGate Pharma. In 2008, EyeGate Pharma raised \$3,142,853 in capital, which resulted in a total 40.668% non-controlling interest in EyeGate Pharma. In 2009, EyeGate Pharma raised \$2,475,659 in capital, which resulted in a total 46.9% non-controlling interest in EyeGate Pharma. In 2011, EyeGate Pharma raised \$1,441,641 in capital, which resulted in a total 49.6% non-controlling interest in EyeGate Pharma. In 2011, EyeGate Pharma raised \$842,022 in capital from current investors and \$633,214 in capital from its Parent, EyeGate, which resulted in a total 49.99% non-controlling interest in EyeGate Pharma.

On March 25, 2014, the Board approved a proposal to pursue an offering of its stock and to file an initial public offering (“IPO”). If the IPO is successful, all of the Company’s preferred stock, and the non-controlling interests convertible into the Company’s preferred stock, will be converted into common shares of the Company and EyeGate Pharma will once again become a wholly-owned subsidiary of the Company.

Since its inception, EyeGate has devoted substantially all of its efforts to business planning, research and development, and raising capital. Accordingly, EyeGate is considered a Development Stage Enterprise, and the accompanying consolidated financial statements represent those of a Development Stage Enterprise.

The accompanying consolidated financial statements have been prepared assuming that EyeGate will continue as a going concern, which contemplates the realization of assets and satisfaction of liabilities in the normal course of business. At March 31, 2014, EyeGate has cash, cash equivalents and marketable securities of \$523,378, and an accumulated deficit of \$56,050,000. EyeGate has incurred operating losses and negative operating cash flows, and future losses are anticipated. To continue development, EyeGate needs to raise additional capital through debt and/or equity financing, or access additional funding through grants. However, additional capital may not be available on terms favorable to EyeGate, if at all. Accordingly, no assurances can be given that management will be successful in these endeavors. These conditions raise substantial doubt about the Company’s ability to continue as a going concern. The financial statement do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities or any other adjustments that might be necessary should the Company be unable to continue as a going concern.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

The unaudited interim consolidated financial statements are presented in accordance with accounting principles generally accepted in the United States of America ("US GAAP") for interim financial information. Certain information and disclosures normally included in consolidated financial statements prepared in accordance with US GAAP have been condensed or omitted. Accordingly, these unaudited interim consolidated financial statements and accompanying footnotes should be read in conjunction with the Company's annual consolidated financial statements for the year ended December 31, 2013. In the opinion of management, these financial statements reflect all adjustments that are necessary for a fair presentation of the results of operations and financial condition for the interim periods shown including normal recurring accruals and other items.

The accompanying consolidated financial statements include the accounts of the Company and EyeGate Pharma, a majority-owned subsidiary of EyeGate, collectively referred to as the Company. The interests in EyeGate Pharma not owned by the Company are reported in the consolidated balance sheets as non-controlling interests, a component of stockholders' equity, and the interest in the earnings or loss of the subsidiary not attributable to the Company is reported as net income (loss) attributable to non-controlling interests in the consolidated statements of operations and comprehensive loss. Non-controlling interests represents the cumulative portion of equity and operating results of subsidiaries not owned by the Company. The non-controlling interests are convertible into shares of the Company's convertible preferred stock (see Note 9) which are classified as temporary equity on the consolidated balance sheets, and accordingly, the non-controlling interests are also classified as temporary equity. All inter-company balances and transactions have been eliminated in consolidation. These consolidated financial statements have been prepared in accordance with US GAAP.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make significant estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities, at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting periods. Significant estimates and assumptions are required in providing for losses on accounts receivable, establishing useful lives of intangible assets and conducting impairment reviews of long-lived assets. The Company bases its estimates on historical experience and various other assumptions that it believes to be reasonable under the circumstances. Although the Company regularly assesses these estimates, actual results could differ materially from these estimates. Changes in estimates are recorded in the period in which they become known.

Foreign Currency Translation

Operations of EyeGate Pharma are conducted in euros which represent its functional currency. Balance sheet accounts of such subsidiary were translated into U.S. dollars at the exchange rate in effect at the balance sheet date and income statement accounts were translated to the average rate of exchange prevailing during the period. Translation adjustments resulting from this process, were included in accumulated other comprehensive loss on the consolidated balance sheet.

Cash and Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments purchased with an original maturity of 90 days or less, that are not restricted as to withdrawal, to be the equivalent of cash for the purpose of balance sheet and statement of cash flows presentation. Cash equivalents, which were nominal in amount, consisted of money market accounts that are readily convertible to cash. As of March 31, 2014 and December 31, 2013, the Company has classified \$30,000 as restricted cash.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

Property and Equipment

Property and equipment is stated at cost less accumulated depreciation. Depreciation is provided for on a straight-line basis over the estimated useful life of 3 to 7 years for all assets. Maintenance and repair costs are expensed as incurred. The Company reviews its property and equipment whenever events or changes in circumstances indicate that the carrying value of certain assets might not be recoverable, and recognizes an impairment loss when it is probable that the estimated cash flows are less than the carrying value of the asset.

Impairment of Long-Lived Assets

The Company evaluates potential impairment of long-lived assets and long-lived assets to be disposed of and considers whether long-lived assets held for use have been impaired whenever events or changes in circumstances indicate that the related carrying amount may not be recoverable. Management makes significant estimates and assumptions regarding future sales, cost trends, productivity and market maturity in order to test for impairment. Management reports those long-lived assets to be disposed of and assets held for sale at the lower of carrying amount or fair value less cost to sell. Based on current facts, estimates and assumptions, management believes that no assets are impaired at March 31, 2014. There is no assurance that management's estimates and assumptions will not change in future periods.

Research and Development Expenses

Research and development expenditures are expensed as incurred. Research and development expenses are comprised of costs incurred in performing research and development activities, including salaries, benefits, facilities, research-related overhead, sponsored research costs, contracted services, license fees, and other external costs. Because the Company believes that, under its current process for developing its product, viability of the product is essentially concurrent with the establishment of technological feasibility, no costs have been capitalized to date.

Income Taxes

The Company provides deferred tax assets and liabilities for the expected future tax consequences of events that have been recognized in the Company's financial statements or tax returns. Deferred tax assets and liabilities are determined based on differences between the financial statement carrying amounts and the tax bases of the assets and liabilities using the enacted tax rates in effect in the years in which the differences are expected to reverse. A valuation allowance against deferred tax assets is recorded if, based on the weight of available evidence, it is more likely than not that some or all of the deferred tax assets will not be realized.

ASC 740 requires the disclosure of any unrecognized uncertain tax positions and requires the impact of a tax position to be recognized in the financial statements if that position is more likely than not of being sustained by the taxing authority. As of March 31, 2014, the Company had no unrecognized uncertain tax positions.

Refundable Tax Credits for Research and Development

EyeGate Pharma is entitled to receive refundable tax credits associated with its research and development expenses in France. These tax credits can be realized, upon request of the Company, in the form of a cash payment or credits against tax liabilities. The Company records the refundable tax credit as income in the year in which the research and development expenses are incurred.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

Sale of Stock by the Subsidiary

The Company is largely dependent on obtaining financing to generate sufficient cash to cover operating costs. EyeGate Pharma S.A.S., periodically issues preferred shares in exchange for U.S. dollar proceeds. At March 31, 2014, these shares represent a 49.99% non-controlling interest in the subsidiary, which reduced the Parent's ownership interest in the subsidiary to 50.01%. The Company accounts for sale of stock by the subsidiary as an equity transaction by recording the carrying value of the additional shares as an increase in the non-controlling interest, with any excess proceeds representing a gain to the parent company recorded to additional paid-in capital.

Concentration of Credit Risk and Off-Balance-Sheet Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist principally of cash and cash equivalents. The Company invests cash and cash equivalents in treasury instruments with accredited financial institutions. Consequently, such funds are subject to minimal credit risk.

The Company has no significant off-balance-sheet risk such as foreign exchange contracts, option contracts, or other foreign hedging arrangements.

Comprehensive Income (Loss)

Comprehensive income (loss) is defined as the change in stockholders' equity during a period from transactions, and other events and circumstances from non-owner sources. The foreign currency translation adjustments (see above) are the Company's only component of other comprehensive income (loss).

Stock-Based Compensation

Stock-based compensation represents the cost related to stock-based awards granted to employees. The Company measures stock-based compensation cost at grant date, based on the estimated fair value of the award, and recognizes the cost as expense on a straight-line basis (net of estimated forfeitures) over the employee requisite service period. The Company estimates the fair value of stock options using a Black-Scholes valuation model. The Company recognizes compensation expense for non-employee stock option grants at the fair value of the goods or services received or the equity instruments issued, whichever is more reliably measurable. The Company recorded compensation expense for non-employee awards with graded vesting using the accelerated expense attribution method.

The Company records deferred tax assets for awards that result in deductions on the Company's income tax returns, based on the amount of compensation expenses recognized and the Company's statutory tax rate in the jurisdiction in which it will receive a deduction. Differences between the deferred tax assets recognized for financial reporting purposes and the actual tax benefit realized on the Company's income tax return are recorded in additional paid-in capital if the tax benefit exceeds the deferred tax asset, or in the consolidated statements of operations if the deferred tax asset exceeds the tax benefit and no additional paid-in capital exists from previous awards.

Net Loss per Share

Basic and diluted net loss per common share is based on the weighted average number of shares outstanding common stock.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

2. Summary of Significant Accounting Policies - (continued)

In computing diluted loss per share, no effect has been given to the common shares issuable upon conversion or exercise of the following anti-dilutive securities:

	Three Months Ended March 31,	
	2014	2013
Series A convertible preferred stock	6,872,319	6,872,319
Series B convertible preferred stock (including 5,746,141, shares from conversion of non-controlling interest)	13,863,913	13,863,913
Series C convertible preferred stock (including 1,798,184, shares from conversion of non-controlling interest)	6,104,667	6,104,667
Series D convertible preferred stock (including 3,917,011, shares from conversion of non-controlling interest)	25,618,670	25,618,670
Common stock warrants	199,571	199,571
Employee stock options	8,334,408	8,334,408
Total common shares issuable	<u>60,993,548</u>	<u>60,993,548</u>

Fair Value of Financial Instruments

The carrying amounts of receivables and payables approximate their fair values due to the short-term nature of these financial instruments. As of March 31, 2014 and December 31, 2013, the fair value of the Company's money market funds was \$310,005 and \$390,981, respectively.

Recent Accounting Pronouncements

In May 2014, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("ASU") 2014-09 *Revenue from Contracts with Customers*. This ASU provides a robust framework for addressing revenue issues. The core principle contained in ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration which the entity expects to be entitled in exchange for those goods and services. This amendment will be effective for public entities for annual reporting periods beginning after December 15, 2016, including interim periods within that reporting period. The Company will evaluate the impact of this ASU after it begins to earn revenue.

In June 2014, the FASB issued ASU 2014-10 *Development Stage Entities*. The amendments to the authoritative literature in this ASU remove the definition of a development stage entity, thereby removing the distinction between the development stage entities and the other reporting entities. In addition, the amendments eliminate the requirements for development stage entities to (1) present inception-to-date information in the statements of income, cash flows, and shareholder equity, (2) label the financial statements as those of a development stage entity, (3) disclose a description of the development stage activities in which the entity is engaged, and (4) disclose in the first year in which the entity is no longer a development stage entity that in prior years it had been in the development stage. These amendments are effective for annual reporting period beginning after December 15, 2014, and interim periods beginning after December 15, 2015, however early adoption is permitted. Upon adoption of this ASU the Company will eliminate the inception-to-date information in the statements of income, cash flows and stockholders' equity and no longer label its financial statements as development stage. The Company has elected to early adopt ASU 2014-10 as of January 1, 2014.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

3. Accrued Expenses

Accrued expenses consist of the following:

	March 31, 2014	December 31, 2012
Payroll and benefits	\$ 180,221	30,920
Clinical trials	345,000	216,350
Consulting	5,255	12,988
Professional fees	136,253	157,953
Accrued interest	98,303	70,778
Other accrued expenses	—	—
Total accrued expenses	\$ 765,032	488,989

4. Grants Payable

On October 27, 1998, the EyeGate Pharma was awarded a non-interest bearing grant from OSEO/Anvar of France. The balance of the grant payable was \$0 at March 31, 2014 and December 31, 2013, respectively. No such annuity payments were payable as of March 31, 2014 or December 31, 2013.

In February 2007, the Company was awarded a second non-interest bearing grant from OSEO/Anvar of France. The balance of the grant payable was \$41,190 and \$41,232 at March 31, 2014 and December 31, 2013, respectively. There are no incremental annuity payments provided for through this grant. The balance of the grant payable is currently due. The Company, as of the issuance of this report, has not paid the grant.

5. Debt

On June 6, 2014, the Company entered into a Convertible Promissory Note and Warrant Purchase Agreement ("Note and Warrant Purchase Agreement"), pursuant to which the Company could issue up to an aggregate principal amount of \$2,000,000 of unsecured promissory notes (the "2014 Notes") to certain stockholders. The 2014 Notes mature on June 6, 2015, and accrue interest at a rate of 12% per annum. In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$5 million prior to maturity, all outstanding principal and accrued and unpaid interest under the 2014 Notes will automatically convert into the equity securities, as applicable, in connection with the closing of the first sale of the equity securities of the Company. In the event that the Company consummates a sale of the Company, as defined, the Company shall while the 2014 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding shall immediately prior to the closing, convert all outstanding principal and interest into the Company's Series D convertible preferred stock at 70.0% of the Series D convertible preferred stock original issuance price. The Company and each holder of 2012 and 2013 Notes shall execute and deliver an amended and restated promissory note ("Amended and Restated Notes") in the principal amount of the sum of all outstanding principal and accrued and unpaid interest as at June 6, 2014. The Amended and Restated Notes have the same terms as the 2014 Notes. The Company shall issue to each holder of a 2014 Note a warrant exercisable for common stock of the Company if the Company consummates an initial public offering ("IPO") on or prior to December 31, 2014 or Series D convertible preferred stock at the original issuance price if the IPO is not consummated on or prior to December 31, 2014 or if the Company is sold in 2014 in an M&A transaction consummated prior to the closing of the IPO. The number of shares subject to such Warrant shall be equal to the sum of (a) the principal amount of any Amended and Restated Notes of any holder or affiliates, as defined, and (b) the principal amount of any 2014 Notes of such holder issued by the Company, by (2) the original issue price of the Series D Preferred Stock or common stock at the IPO price.

On June 6, 2014 and July 17, 2014, the Company issued 2014 Notes in an aggregate principal amount of approximately \$995,000 pursuant to the Note and Warrant Purchase Agreement.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

5. Debt - (continued)

On February 28, 2014, the Company issued \$446,151 in convertible promissory notes (the “2013 Notes”). On April 15, 2014 the Company issued \$16,667 of additional 2013 Notes. The 2013 Notes bear interest at the rate of 8% per annum and have a scheduled maturity date of July 29, 2014. On July 20, 2013, the Company entered into a Convertible Promissory Note Purchase Agreement (“Note Purchase Agreement”), pursuant to which the Company could issue up to an aggregate principal amount of \$1,500,000 of unsecured promissory notes (the “2013 Notes”) to certain stockholders. The 2013 Notes mature on July 29, 2014, and accrue interest at a rate of 8% per annum. In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$3 million prior to maturity, the Company will pay the note holders the repayment principal and all accrued and unpaid interest. In the event that the Company consummates a sale of the Company, as defined, the Company shall while the 2012 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding shall either (i) pay the holders the repayment principal amount plus accrued interest or (ii) immediately prior to the closing, convert all outstanding principal and interest into the Company’s Series D convertible preferred stock at 87.5% of the Series D convertible preferred stock conversion price.

6. Warrants

At March 31, 2014, the following warrants were outstanding:

Class of Stock	Number of Shares	Exercise Price	Common Shares upon conversion
Series C Preferred	11,901	\$ 1.75	13,600
Series D Preferred	27,932	\$ 1.22	27,993
Common Stock	120,000	\$ 0.059	120,000
Common stock	79,571	\$ 0.47	79,571
Total common stock	239,404		241,164

All of the warrant agreements contain a provision providing for a cashless exercise whereby, the number of warrants to be issued will be reduced by the number shares which could be purchased from the proceeds of the exercise of the respective warrant. The warrants to purchase the Series C preferred stock and the Series D preferred stock and to purchase 120,000 shares of common stock must be exercised prior to the closing of an IPO or such warrants will expire. The remaining warrants expire from 2015 through 2018.

7. Stockholders’ Notes Receivable

In 2005 and 2006, certain of the Company’s stockholders and officers issued various promissory notes totaling \$195,000 for the sale of common stock. The notes are full recourse and are collateralized by the shares of stock sold. The notes bear interest at 6.75% and are due in one payment on the fifth anniversary of the note. The Board resolved to change the interest rate on these notes from 6.75% to 0.93% effective October 1, 2012. These notes were granted an extension making them all mature on October 1, 2016. On January 15, 2014, the Company’s Board of Directors authorized loan forgiveness on a promissory note with the President of Eyegate. The note principal totaled \$136,176, plus accrued interest of \$64,582.

8. Equity Incentive Plan

In 2005, the Company approved the 2005 Equity Incentive Plan (the “2005 Plan”). The 2005 Plan provides for the granting of options, restricted stock or other stock-based awards to employees, officers, directors, consultants and advisors. During 2010, the maximum number of common shares that may be issued pursuant to the 2005 Plan was increased to 9,785,617 shares. The Board is responsible for administration of the 2005 Plan. The Board determines the term of each option, the option exercise price, the number of shares for which each option is granted and the rate at which each option is exercisable. Incentive stock options may be granted to any officer or employee at an exercise price per share of not less than the fair value per common share on the date of the grant (not less than 110% of fair value in the case of holders of more than

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

8. Equity Incentive Plan - (continued)

10% of the Company's voting stock) and with a term not to exceed ten years from the date of the grant (five years for incentive stock options granted to holders of more than 10% of the Company's voting stock). Nonqualified stock options may be granted to any officer, employee, consultant or director at an exercise price per share of not less than the par value per share.

The Company's Board adopted the 2014 Equity Incentive Plan, or the 2014 Plan, and which the Company's stockholders are expected to approve prior to the completion of the Company's planned IPO.

The following is a summary of stock option activity for the three months ended March 31, 2014:

	Number of Options	Weighted- Average Exercise Price	Weighted-Average Contractual Life (In Years)
Outstanding at beginning of year	8,334,408	\$ 0.059	
Granted	—		
Exercised	—		
Canceled	—	\$	
Outstanding at March 31, 2014	<u>8,334,408</u>	<u>\$ 0.059</u>	<u>5.19</u>
Exercisable at March 31, 2014	<u>7,947,216</u>	<u>\$ 0.059</u>	<u>8.46</u>
Vested and expected to vest at March 31, 2014	<u>7,947,216</u>	<u>\$ 0.059</u>	<u>8.46</u>

Zero options were granted in the months ended March 31, 2014 and 2013, respectively.

The total stock-based compensation expense for employees and non-employees is included in the accompanying consolidated statements of operations as follows:

	2014	2013
Research & development	\$ 7,732	\$ 15,275
General and administrative	15,009	29,651
	<u>\$ 22,741</u>	<u>\$ 44,926</u>

As of March 31, 2014, there is approximately \$9,169 of total unrecognized compensation expense related to unvested stock-based compensation arrangements granted. That cost is expected to be recognized over a weighted average period of 2.0 years.

9. Income Taxes

The Company has not provided a benefit for income taxes as it forecasted operating losses for the years ended December 31, 2014 and 2013, and the Company expects to offset any deferred tax assets that arise therefrom with a valuation allowance.

The Company files United States federal income tax returns and income tax returns in the Commonwealth of Massachusetts as well as foreign tax returns for its subsidiary in France. The Company is not under examination by any jurisdiction for any tax year.

As of March 31, 2014, the Company had no unrecognized tax benefits or related interest and penalties accrued. The Company will recognize interest and penalties related to uncertain tax positions in income tax expense. The Company has not, as yet, conducted a study of R&D credit carryforwards. This study may result in an adjustment to the Company's R&D credit carryforwards, however, until a study is completed and any adjustment is known, no amounts are being presented as an uncertain tax position.

The statute of limitations for assessment by the Internal Revenue Service and Massachusetts tax authorities is closed for years prior to December 31, 2009, although carryforward attributes that were generated prior to tax year 2009 may still be adjusted upon examination by the IRS or state tax authorities. The Company files income tax returns in the United States, Massachusetts and France.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

10. Commitments and Contingencies*Operating Leases*

The Company has a lease for the rental of office space for its corporate headquarters. The lease covers the rental of up to 2,390 square feet.

The Company executed a lease agreement in January 2013 which expired in June 2013. The Company exercised its option to continue the lease on a month to month basis. The agreement is cancellable by either party with one month notice.

License Agreements

The Company is a licensee under two license agreements that grant the Company the exclusive right to commercialize the technology related to its proprietary drug delivery system. Both license agreements require the Company to pay royalties to the licensor based on revenues related to the licensed technology.

One of the license agreements requires the Company to pay an annual license fee of \$12,500 and, beginning January 1, 2012, requires the Company to pay an annual minimum royalty of \$100,000 until the Company has a product using the technology approved and available for commercial sale in the United States. This license also requires payments upon the Company's achievement of certain milestones. Unless terminated pursuant to the license agreement, this license will expire 12 years after the date of the first commercial sale of a product containing the licensed technology. We currently have accrued approximately \$345,000 under this agreement as of March 31, 2014. We have communicated and are in negotiations with the licensor and hope to settle this liability and postpone any further diligence related royalty payments through the issuance of shares of our Common Stock to the licensor as payment of the amounts currently owed.

Future minimum payments under the license as of March 31, 2014 are as follows:

<u>Year</u>	<u>Amount</u>
2014	\$ 142,500
2015	166,750
2016	188,838
2017	213,850
2018	242,176

Executive Bonus

In addition to the loan forgiveness discussed in Note, the Board also authorized a bonus award for the Eyegate President in the amount of \$130,000. The bonus amount is due upon sale of the Company, liquidation, dissolution or winding up of the Company.

Contingencies

The Company neglected to file its Reports of Foreign Bank and Financial Accounts ("FBAR") for 2011 and 2012 as required by the Bank Secrecy Act. The Company's failure to file an FBAR when required may result in civil penalties, criminal penalties or both. The Company could be subject to penalties up to the greater of \$100,000 per year or 50% of the amount in the account at the time of the violation. The Company intends to remediate its delinquent filings using a voluntary disclosure process. As of March 31, 2014, the Company has not recorded an accrual related to this contingency as it has not been assessed a penalty and because management believes that the Company did not willfully fail to file FBAR and it has retained records of account, therefore, the Company may not be subject a significant penalty.

11. Employee Benefit Plans

The Company has an employee benefit plan for its United States-based employees under Section 401(k) of the Internal Revenue Code. The Plan allows all eligible employees to make contributions up to a specified percentage of their compensation. Under the Plan, the Company may, but is not obligated to, match a portion of the employee contribution up to a defined maximum. The Company made no matching contribution for the three months ended March 31, 2014 and the years ended December 31, 2013.

EYEGATE PHARMACEUTICALS, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

12. Subsequent Events

The Company's 2014 Employee Stock Purchase Plan, or the 2014 ESPP, was adopted by the Board in April 2014 and is expected to be approved by the Company's stockholders prior to the completion of the Company's planned IPO.

On June 6, 2014, the Company entered into the Note and Warrant Purchase Agreement, pursuant to which the Company could issue up to an aggregate principal amount of \$2,000,000 of 2014 Notes to certain stockholders. The 2014 Notes mature on June 6, 2015, and accrue interest at a rate of 12% per annum. In the event that the Company issues equity securities resulting in gross proceeds to the Company of at least \$5 million prior to maturity, all outstanding principal and accrued and unpaid interest under the 2014 Notes will automatically convert into the equity securities, as applicable, in connection with the closing of the first sale of the equity securities of the Company. In the event that the Company consummates a sale of the Company, as defined, the Company shall while the 2014 Notes remain outstanding, at the election of the holders of two-thirds of the aggregate principal outstanding shall immediately prior to the closing, convert all outstanding principal and interest into the Company's Series D convertible preferred stock at 70.0% of the Series D convertible preferred stock original issuance price. The Company and each holder of 2012 and 2013 Notes received an amended and restated promissory note ("Amended and Restated Notes") in the principal amount of the sum of all outstanding principal and accrued and unpaid interest as at June 6, 2014. The Amended and Restated Notes have the same terms as the 2014 Notes. The Company issued to each holder of a 2014 Note a five year warrant exercisable for common stock of the Company if the Company consummates an IPO on or prior to December 31, 2014 or Series D convertible preferred stock at the original issuance price if the IPO is not consummated on or prior to December 31, 2014 or if the Company is sold in 2014 in an M&A transaction consummated prior to the closing of the IPO. The number of shares subject to such Warrant shall be equal to the sum of (a) the principal amount of any Amended and Restated Notes of any holder or affiliates, as defined, and (b) the principal amount of any 2014 Notes of such holder issued by the Company, by (2) the original issue price of the Series D Preferred Stock or common stock at the IPO price.

On June 6, 2014 and July 18, 2014, we issued 2014 Notes in an aggregate principal amount of approximately \$995,000 pursuant to the initial tranche under the 2014 Note purchase agreement. A second tranche under the 2014 Note Purchase Agreement is expected to be issued prior to the end of September 2014, but if this offering closes prior to a closing of such second tranche, we do not plan on consummating the second tranche.

On June 17, 2014, the Company's Restated and Amended Certification of incorporation, was further amended to authorize the Company to issue 120,485,136 shares consisting of 70,000,000 share of common stock \$0.01 par value per share and 50,485,136 shares of preferred stock, \$0.01 par value per share ("Preferred Stock"), of which 2,483,692 shares are designated as Series A Convertible Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock") 13,819,649 shares are designated as Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"), 5,161,241 shares are designated as Series C Convertible Preferred Stock, \$0.01 par value per share (the "Series C Preferred Stock") and 29,020,554 shares are designated as Series D Convertible Preferred Stock, \$0.01 par value per share (the "Series D Preferred Stock"). The term "Designated Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock."

On July 7, 2014, the Company entered into an amendment to the University of Miami license agreement, whereby the parties agreed to eliminate the minimum royalty provisions and related obligations in exchange for the increase of certain future milestone payments as well as the issuance of 165,091 shares of our common stock to the licensor. The Company has accrued approximately \$345,000 in minimum royalties as of March 31, 2014 under the original agreement (See Note 10).

**Shares
Common Stock**



PROSPECTUS

Aegis Capital Corp

Until _____, 2014 (25 days after the commencement of this offering) all dealers that effect transactions in these securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II — INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following table indicates the expenses to be incurred in connection with the offering described in this registration statement, other than underwriting discounts and commissions, all of which will be paid by us. All amounts are estimated except the Securities and Exchange Commission, or SEC, registration fee, the Financial Industry Regulatory Authority, Inc., or FINRA, filing fee and The NASDAQ Capital Market listing fee.

SEC registration fee	\$	3,905
FINRA filing fee	\$	5,047
NASDAQ Capital Market listing fee	\$	50,000
Printing and engraving expenses		*
Legal fees and expenses		*
Accounting fees and expenses		*
Blue sky fees and expenses		*
Custodian and transfer agent fees		*
Miscellaneous fees and expenses		*
Total		*

* to be filed by amendment

Item 14. Indemnification of Directors and Officers.

In connection with the completion of this offering, the Registrant's amended and restated certificate of incorporation will contain provisions that eliminate, to the maximum extent permitted by the General Corporation Law of the State of Delaware, the personal liability of the Registrant's directors for monetary damages for breach of their fiduciary duties as directors. The Registrant's amended and restated bylaws to be in effect immediately prior to the completion of this offering provide that the Registrant must indemnify its directors and officers and may indemnify its employees and other agents to the fullest extent permitted by the General Corporation Law of the State of Delaware. Sections 145 and 102(b)(7) of the General Corporation Law of the State of Delaware provide that a corporation may indemnify any person made a party to an action by reason of the fact that he or she was a director, officer, employee or agent of the corporation or is or was serving at the request of a corporation against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action if he or she acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful, except that, in the case of an action by or in right of the corporation, no indemnification may generally be made in respect of any claim as to which such person is adjudged to be liable to the corporation. Prior to the consummation of this offering, the Registrant expects to enter into indemnification agreements with its directors and executive officers, in addition to the indemnification provided for in its amended and restated bylaws, and intends to enter into indemnification agreements with any new directors and executive officers in the future. The Registrant has purchased and intends to maintain insurance on behalf of any person who is or was a director or officer of the Registrant against any loss arising from any claim asserted against him or her and incurred by him or her in any such capacity, subject to certain exclusions. The Underwriting Agreement, the form of which is attached as Exhibit 1.1 hereto, provides for indemnification by the underwriters of the Registrant and its executive officers and directors, and by the Registrant of the underwriters, for certain liabilities, including liabilities arising under the United States Securities Act of 1933, as amended, or the Securities Act, and affords certain rights of contribution with respect thereto. See also "Undertakings" set out in response to Item 17 herein.

Item 15. Recent Sales of Unregistered Securities.

Set forth below is information regarding the shares of common stock and preferred stock and the warrants issued, and options granted, by us in the three years preceding the filing of this registration statement that were not registered under the Securities Act.

- (1) Under the 2005 Equity Incentive Plan, we granted stock options to purchase shares of our common stock to certain of our employees, officers, consultants and advisors, as follows: (a) in 2010, we granted stock options to purchase an aggregate of 2,299,361 shares of our common stock at an exercise price of \$0.059 per share, (b) in 2011, we granted stock options to purchase 1,334,893 shares of our common stock at an exercise price of \$0.059 per share, (c) in 2012, we granted stock options to purchase an aggregate of 666,740 shares of our common stock at an exercise price of \$0.059 per share and (d) in 2013 we did not grant any stock options.
- (2) In January 2011, EyeGate S.A.S. issued an aggregate of 98,212 shares of its common stock at a price per share of \$7.96, which shares are exchangeable into shares of our Series D Preferred Stock or common stock.
- (3) In 2012, we issued warrants to investors exercisable for an aggregate of 120,000 shares of our common stock at an initial exercise price of \$0.059 per share. These warrants terminate seven years after the date issued.
- (4) In 2012, 2013, the three months ended March 31, 2014, and April 2014 we issued convertible promissory notes under which we must repay the aggregate principal amount of \$2,490,058. Such notes were amended and restated in June 2014.
- (5) In June and July 2014, we issued convertible promissory notes in the principal amount of approximately \$995,000, convertible into shares of our common stock and warrants to purchase that number of shares of our common stock equal to the aggregate amount of the principal and interest outstanding under the 2012 Notes, the 2013 Notes and the 2014 Notes divided by the offering price of a share of common stock under this offering.
- (6) In July 2014, we issued 165,091 shares of our common stock in connection with the amendment to our Amended and Restated License Agreement with the University of Miami.

The offers, sales, grants and issuances of the securities described in paragraph (1) were deemed to be exempt from registration under the Securities Act in reliance on Rule 701. The recipients of such securities were our employees, directors, officers, consultants and advisors and received the securities under our 2005 Equity Incentive Plan. Appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of securities in these transactions had adequate access, through employment, business or other relationships, to information about us.

The offer, sale, and issuance of the securities described in paragraphs (2), (3), (4), (5) and (6) were deemed to be exempt from registration under the Securities Act in reliance on Section 4(2) of the Securities Act in that the issuances of the securities to the accredited investors did not involve a public offering. The recipients of the securities in these transactions acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof, and appropriate legends were affixed to the securities issued in these transactions.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits

The exhibits to the registration statement are listed in the Exhibit Index attached hereto and incorporated by reference herein.

(b) Financial Statement Schedules

Schedules 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

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.

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 provisions described under Item 14 above, 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 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.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, Commonwealth of Massachusetts, on July 30, 2014.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen From
Stephen From
Chief Executive Officer

We, the undersigned officers and directors of Eyegate Pharmaceuticals, Inc., hereby severally constitute and appoint Stephen From, our true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution in each of them for her or him and in her or his name, place and stead, and in any and all capacities, to sign any and all amendments (including post-effective amendments) to this Registration Statement, and any other registration statement for the same offering pursuant to Rule 462(b) under the Securities Act of 1933, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, full power and authority to do and perform each and every act and thing requisite or necessary to be done in and about the premises, as full to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agent, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, 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>
<u>/s/ Stephen From</u> Stephen From	President, Chief Executive Officer and Director (principal executive officer and principal financial and accounting officer)	July 30, 2014
<u>/s/ Paul Chaney</u> Paul Chaney	Director	July 30, 2014
<u>/s/ Morton Goldberg</u> Morton Goldberg	Director	July 30, 2014
<u>/s/ Praveen Tyle</u> Praveen Tyle	Director	July 30, 2014
<u>/s/ Thomas Balland</u> Thomas Balland	Director	July 30, 2014
<u>/s/ Thomas E. Hancock</u> Thomas E. Hancock	Director	July 30, 2014
<u>/s/ Bernard Malfroy-Camine</u> Bernard Malfroy-Camine	Director	July 30, 2014
<u>/s/ Mounia Chaoui</u> Mounia Chaoui	Director	July 30, 2014

EXHIBIT INDEX

Exhibit Number	Description of Exhibit
1.1*	Form of Underwriting Agreement
3.1	Fourth Amended and Restated Certificate of Incorporation of the Registrant, dated as of December 8, 2009, Certificate of Amendment to Fourth Amended and Restated Certificate of Incorporation of the Registrant, dated as of June 15, 2010, Certificate of Amendment to Fourth Amended and Restated Certificate of Incorporation of the Registrant, dated as of December 29, 2010, and Certificate of Third Amendment to Fourth Amended and Restated Certificate of Incorporation of the Registrant, dated as of June 17, 2014.
3.2	By-laws of the Registrant
3.3	Form of Restated Certificate of Incorporation of the Registrant (to be effective upon the closing of this offering)
3.4	Form of Amended and Restated Bylaws of the Registrant (to be effective upon the closing of this offering)
4.1*	Specimen Stock Certificate evidencing the shares of common stock
4.2*	Form of Representative's Warrant Agreement
5.1*	Opinion of Burns & Levinson LLP
10.1	2005 Equity Incentive Plan, as amended
10.2	2014 Equity Incentive Plan
10.3	Employee Stock Purchase Plan
10.4†	Transaction Protocol (License Agreement), by and between Optis B.V., Optis France SA, and Mrs. Francine Behar-Cohen, dated as of July 23, 1999
10.5†	Amended and Restated License Agreement, by and between University of Miami and EyeGate Pharma SA (f/k/a Optis France SA), dated as of December 16, 2005
10.6	Form of Indemnification Agreement
10.7#	Form of Second Amended and Restated Employment Agreement by and between the Registrant and Stephen From (to be effective upon closing of this offering)
10.8#	Form of Amended and Restated Offer of Employment by and between the Registrant and Michael Manzo (to be effective upon closing of this offering)
10.9	Form of Notice of Stock Option Grant pertaining to the 2014 Equity Incentive Plan
10.10	Form of Notice of Stock Unit Award pertaining to the 2014 Equity Incentive Plan
10.11†	First Amendment to First Amended and Restated License Agreement of and between EyeGate Pharma SA and University of Miami, dated as of July 7, 2014
21.1	Subsidiaries of the Registrant
23.1	Consent of Independent Registered Accounting Firm
23.2*	Consent of Burns & Levinson LLP
24.1	Power of Attorney (included on signature page)

* To be filed by amendment.

† Confidential treatment requested as to portions of the exhibit. Confidential materials omitted and filed separately with the Securities and Exchange Commission.

Management contract or compensatory plan or arrangement.

Delaware
The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE RESTATED CERTIFICATE OF "EYEGATE PHARMACEUTICALS, INC. ", FILED IN THIS OFFICE ON THE EIGHTH DAY OF DECEMBER, A. D. 2009, AT 12:31 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3873818 8100

091077916

You may verify this certificate online
at corp.delaware.gov/authver.shtml



/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7683859

DATE: 12-08-09

State of Delaware
Secretary of State
Division of Corporations
Delivered 12:31 PM 12/08/2009
FILED 12: 31 PM 12/08/2009
SRV 091077916 - 3873818 FILE

**FOURTH AMENDED AND RESTATED
CERTIFICATE OF INCORPORATION
OF
EYEGATE PHARMACEUTICALS, INC.**

Eyegate Pharmaceuticals, Inc., a corporation organized and existing under the laws of the State of Delaware, hereby certifies as follows:

1. The name of the Corporation is Eyegate Pharmaceuticals, Inc. (the "Corporation"). The date the Corporation filed its original Certificate of Incorporation with the Delaware Secretary of State was December 28, 2004. The date the Corporation filed its First Amended and Restated Certificate of Incorporation with the Delaware Secretary of State was October 25, 2005; the date the Corporation filed its Second Amended and Restated Certificate of Incorporation with the Delaware Secretary of State was July 25, 2006; the date the Corporation filed its Third Amended and Restated Certificate of Incorporation was March 7, 2008; and the dates the Corporation filed a Certificate of Amendment to its Third Amended and Restated Certificate of Incorporation were January 26, 2009 and October 30, 2009.

2. This Fourth Amended and Restated Certificate of Incorporation restates and integrates and further amends the provisions of the Third Amended and Restated Certificate of Incorporation, as heretofore amended and in effect and was duly adopted by the Corporation's Board of Directors and the Corporation's stockholders in accordance with Sections 242 and 245 of the General Corporation Law of the State of Delaware.

3. Effective immediately upon the filing of this Fourth Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware (the "Effective Time"), the Third Amended and Restated Certificate of Incorporation, as heretofore amended and in effect, is hereby further amended and restated to read as herein set forth in full:

FIRST: The name of the corporation is Eyegate Pharmaceuticals, Inc.

SECOND: The address of its registered office in the State of Delaware is 2711 Centerville Road, Suite 400, in the City of Wilmington, County of New Castle. The name of its registered agent at such address is Corporation Service Company.

THIRD: The purpose of the corporation is to engage in any lawful act or activity for which corporations maybe organized under the General Corporation Law of the State of Delaware.

FOURTH: The total number of shares of all classes of stock which the Corporation shall have the authority to issue is shares, consisting of 60,000,000 shares of common stock, \$0.01 par value per share ("Common Stock"), and 40,061,919 shares of preferred stock, \$0.01 par value per share ("Preferred Stock"), of which 2,483,693 shares are designated as Series A Convertible

Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock"), 13,794,259 shares are designated as Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"), 5,149,335 shares are designated as Series C Convertible Preferred Stock, \$0.01 par value per share (the "Series C Preferred Stock") and 18,634,632 shares are designated as Series D Convertible Preferred Stock, \$0.01 par value per share (the "Series D Preferred Stock"). The term "Designated Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock.

The following is a statement of the powers, designations, preferences, privileges, and relative, optional, and other special rights of the Common Stock, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock, respectively:

A. COMMON STOCK

1. Increase or Decrease in Authorized Number. The number of authorized shares of Common Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of the majority of the stock of the Corporation entitled to vote, irrespective of the provisions of Section 242(b)(2) of the DGCL.

2. Voting Rights. Except as otherwise required by law, and subject to the voting rights provided to the holders of any series of Designated Preferred Stock, the holders of Common Stock shall have full voting rights and powers to vote on all matters submitted to stockholders of the Corporation for vote, consent or approval, and each holder of Common Stock shall be entitled to one vote for each share of Common Stock held of record by such holder.

3. Dividend, Liquidation and Other Rights. Each share of Common Stock issued and outstanding shall be identical in all respects with each other such share, and no dividends shall be paid on any shares of Common Stock unless the same dividend is paid on all shares of Common Stock outstanding at the time of such payment. Except for and subject to those rights expressly granted to the holders of Designated Preferred Stock and except as may be provided by the laws of the State of Delaware, the holders of Common Stock shall have all other rights of stockholders, including, without limitation, (a) the right to receive dividends, when and as declared by the Board of Directors, out of assets lawfully available therefor, and (b) in the event of any distribution of assets upon a liquidation or otherwise, the right to receive ratably and equally all the assets and funds of the Corporation remaining after the payment to the holders of the Designated Preferred Stock or of any other class or series of stock ranking senior to the Common Stock upon liquidation of the specific preferential amounts which they are entitled to receive upon such liquidation.

B. PREFERRED STOCK.

The rights, preferences, privileges and restrictions granted to and imposed upon each series of Designated Preferred Stock are set forth in this Division B of Article Fourth. All cross-references contained in this Division B of Article Fourth refer to other paragraphs and/or sections within this

Division B of Article Fourth. Capitalized terms not otherwise defined shall have the meanings ascribed to such terms as set forth in Section 8 of this Division B of Article Fourth.

1. Ranking. Each series of Designated Preferred Stock shall rank as to dividends (i) equally with each other and with any class or series of Other Convertible Stock, and (ii) senior to the Common Stock. The Series D Preferred Stock shall rank, upon liquidation, dissolution or winding-up of the Corporation, (i) junior to Series D Liquidation Senior Stock, (ii) equally with Series D Liquidation Parity Stock and (iii) senior to Series C Preferred Stock, the Series C Liquidation Parity Stock, Series B Preferred Stock, the Series B Liquidation Parity Stock, the Series A Preferred Stock, the Series A Liquidation Parity Stock and Common Stock. The Series C Preferred Stock shall rank, upon liquidation, dissolution or winding-up of the Corporation, (i) junior to Series C Liquidation Senior Stock, (ii) equally with Series C Liquidation Parity Stock and (iii) senior to Series B Preferred Stock, the Series B Liquidation Parity Stock, the Series A Preferred Stock, the Series A Liquidation Parity Stock and Common Stock. The Series B Preferred Stock shall rank, upon liquidation, dissolution or winding-up of the Corporation, (i) junior to Series B Liquidation Senior Stock, (ii) equally with Series B Liquidation Parity Stock and (iii) senior to Series A Preferred Stock, the Series A Liquidation Parity Stock and Common Stock. The Series A Preferred Stock shall rank, upon liquidation, dissolution or winding-up of the Corporation, (i) junior to the Series A Liquidation Senior Stock, (ii) equally with Series A Liquidation Parity Stock and (iii) senior to Common Stock.

2. Dividends.

(a) Subject to the provisions set forth below in this Section 2, holders of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series D Preferred Stock shall be entitled to receive dividends (whether in cash, property or securities of the Corporation) with respect to any shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and/or Series D Preferred Stock held by them, only if, when and as declared by the Board of Directors of the Corporation out of funds legally available for that purpose. Whenever any dividend (whether in cash, property or securities of the Corporation) is declared or paid on any shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, the Board of Directors of the Corporation shall also declare and pay a dividend on the same terms, at the same rate and in like kind upon each other share then outstanding of Series A Preferred Stock, Series B Preferred Stock, the Series C Preferred Stock and/or the Series D Preferred Stock, as the case may be.

(b) The Corporation shall not declare or pay any dividend (whether in cash, property or securities of the Corporation) upon any shares of any class or series of capital stock of the Corporation (other than a dividend declared or paid on Common Stock in the form of additional shares of Common Stock) unless the Corporation shall first pay, or simultaneously therewith declare and set apart cash, property or securities sufficient for the payment of, a dividend on the same terms, at the same or equivalent rate (calculated as provided in Section 2(c) below) and in like kind upon each share then outstanding of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Other Convertible Stock, so that all outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Other Convertible Stock participate in such dividend ratably (after giving effect to the provisions of Section 2(c) below) with such shares of such class or series of capital stock of the Corporation.

(c) For purposes of Section 2(b), the amount of any dividend (whether in cash, property or securities of the Corporation) payable with respect to each outstanding share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Other Convertible Stock shall be determined ratably based on the number of shares of Common Stock into which all then outstanding shares of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock and Other Convertible Stock are then convertible.

(d) No fractional shares of capital stock shall be issued as a dividend pursuant to the provisions of this Section 2. In the event that any dividend pursuant to this Section 2 is in the form of capital stock and in the event that such dividend would, but for the provisions of this Section 2(d), result in the payment of a fractional share of capital stock to any holder of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock, Series D Preferred Stock or Other Convertible Stock, the Corporation shall reduce the amount of such dividend or distribution payable to such holder by rounding down to the nearest whole number of shares.

(e) Notwithstanding anything expressed or implied in this Section 2 to the contrary, the Corporation shall not declare and make payment of any dividend pursuant to this Section 2 unless and until the Corporation shall have received any required approvals therefor under Section 7 hereof.

3 . Liquidation Preference. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation, the assets of the Corporation available for distribution to its stockholders, whether from capital, surplus or earnings, shall be distributed in the following order of priority:

(a) The holders of Series D Preferred Stock shall be entitled to receive, after any distribution to the holders of any Series D Liquidation Senior Stock, *pari passu* with any distribution to the holders of any Series D Liquidation Parity Stock and prior and in preference to any distribution to the holders of Series A Preferred Stock, Series A Liquidation Parity Stock, Series B Preferred Stock, Series B Liquidation Parity Stock, Series C Preferred Stock, Series C Liquidation Parity Stock and Common Stock, an amount per share of Series D Preferred Stock equal to the Series D Original Issuance Price and, in addition, an amount per share equal to any dividends declared but unpaid on each share of the Series D Preferred Stock. If the assets of the Corporation available for distribution to the holders of Series D Preferred Stock and the Series D Liquidation Parity Stock shall be insufficient to permit the payment of the full preferential amount set forth in this Section 3(a) to the holders of Series D Preferred Stock and the full preferential amount to which the holders of Series D Liquidation Parity Stock are entitled to receive in accordance with the terms of the Series D Liquidation Parity Stock, then the holders of shares of Series D Preferred Stock and the holders of Series D Liquidation Parity Stock shall share in any distribution of the assets of the Corporation in proportion to the respective amounts which would be payable to them in respect of the shares of the Series D Preferred Stock and Series D Liquidation Parity Stock held by them upon such distribution if all amounts payable on or with respect to such shares upon distribution were paid in full.

(b) After distribution to the holders of Series C Liquidation Senior Stock of the full preferential amount to which they are entitled pursuant to the respective terms of the Series C Liquidation Senior Stock, including, without limitation, Section 3(a) above in the case of the Series D Preferred Stock, the holders of Series C Preferred Stock shall be entitled to receive, after any distribution to the holders of any Series C Liquidation Senior Stock, *pari passu* with any distribution to the holders of any Series C Liquidation Parity Stock and prior and in preference to any distribution to the holders of Series A Preferred Stock, Series A Liquidation Parity Stock, Series B Preferred Stock, Series B Liquidation Parity Stock and Common Stock, an amount per share of Series C Preferred Stock equal to the Series C Original Issuance Price and, in addition, an amount per share equal to any dividends declared but unpaid on each share of the Series C Preferred Stock. If the assets of the Corporation available for distribution to the holders of Series C Preferred Stock and the Series C Liquidation Parity Stock shall be insufficient to permit the payment of the full preferential amount set forth in this Section 3(b) to the holders of Series C Preferred Stock and the full preferential amount to which the holders of Series C Liquidation Parity Stock are entitled to receive in accordance with the terms of the Series C Liquidation Parity Stock, then the holders of shares of Series C Preferred Stock and the holders of Series C Liquidation Parity Stock shall share in any distribution of the assets of the Corporation in proportion to the respective amounts which would be payable to them in respect of the shares of the Series C Preferred Stock and Series C Liquidation Parity Stock held by them upon such distribution if all amounts payable on or with respect to such shares upon distribution were paid in full.

(c) After distribution to the holders of Series B Liquidation Senior Stock of the full preferential amount to which they are entitled pursuant to the respective terms of the Series B Liquidation Senior Stock, including, without limitation, Section 3(b) above in the case of the Series C Preferred Stock, the holders of shares of Series B Preferred Stock shall be entitled to receive, from the remaining assets of the Corporation available for distribution, if any, to the stockholders of the Corporation, *pari passu* with any distribution to the holders of any Series B Liquidation Parity Stock and prior and in preference to any distribution to the holders of Series A Preferred Stock, Series A Liquidation Parity Stock and Common Stock, an amount per share of Series B Preferred Stock equal to the Series B Original Issuance Price and, in addition, an amount per share equal to any dividends declared but unpaid on each share of the Series B Preferred Stock. If the assets of the Corporation available for distribution to the holders of Series B Preferred Stock and the Series B Liquidation Parity Stock shall be insufficient to permit the payment of the full preferential amount set forth in this Section 3(c) to the holders of Series B Preferred Stock and the full preferential amount to which the holders of Series B Liquidation Parity Stock are entitled to receive in accordance with the terms of the Series B Liquidation Parity Stock, then the holders of shares of Series B Preferred Stock and the holders of Series B Liquidation Parity Stock shall share in any distribution of the assets of the Corporation in proportion to the respective amounts which would be payable to them in respect of the shares of the Series B Preferred Stock and Series B Liquidation Parity Stock held by them upon such distribution if all amounts payable on or with respect to such shares upon distribution were paid in full.

(d) After distribution to the holders of Series A Liquidation Senior Stock of the full preferential amount to which they are entitled pursuant to the respective terms of the Series A Liquidation Senior Stock, including, without limitation, Section 3(c) above in the case of the Series B Preferred Stock, the holders of shares of Series A Preferred Stock shall be entitled to receive, from the remaining assets of the Corporation available for distribution, if any, to the stockholders of the Corporation, *pari passu* with any distribution to the holders of any Series A Liquidation Parity Stock and prior and in preference to any distribution to the holders of Common Stock, an amount per share of Series A Preferred Stock equal to the Series A Original Issuance Price and, in addition, an amount per share equal to any dividends declared but unpaid on each share of the Series A Preferred Stock. If the assets of the Corporation available for distribution to the holders of Series A Preferred Stock and the Series A Liquidation Parity Stock shall be insufficient to permit the payment of the full preferential amount set forth in this Section 3(d) to the holders of Series A Preferred Stock and the full preferential amount to which the holders of Series A Liquidation Parity Stock are entitled to receive in accordance with the terms of the Series A Liquidation Parity Stock, then the holders of shares of Series A Preferred Stock and the holders of Series A Liquidation Parity Stock shall share in any distribution of the assets of the Corporation in proportion to the respective amounts which would be payable to them in respect of the shares of the Series A Preferred Stock and Series A Liquidation Parity Stock held by them upon such distribution if all amounts payable on or with respect to such shares upon distribution were paid in full.

(e) After distribution to the holders of Common Liquidation Senior Stock of the full preferential amount to which they are entitled pursuant to the respective terms of the Common Liquidation Senior Stock, including, without limitation, Section 3(d) above in the case of the Series A Preferred Stock, the remaining assets of the Corporation available for distribution, if any, to the stockholders of the Corporation shall be distributed to the holders of shares of Common Stock, such distribution to be made ratably based on the number of shares of Common Stock then held by each.

(f) Unless the holders of two-thirds of the outstanding shares of Series D Preferred Stock elect otherwise, an Acquisition will be regarded as a liquidation, dissolution, or winding-up of the affairs of the Corporation within the meaning of this Section 3.

(g) Notwithstanding anything expressed or implied in this Certificate of Incorporation to the contrary, the Corporation shall not have the corporate power or authority to effect an Acquisition unless either (i) the agreement or plan providing for such Acquisition provides that the consideration payable to the Corporation and/or the stockholders of the Corporation in connection with such Acquisition shall be allocated among the holders of capital stock of the Corporation in accordance with the provisions of Sections 3(a), 3(b), 3(c), 3(d) and 3(e) hereof or (ii) an election is made pursuant to Section 3(f) not to treat such Acquisition as a liquidation, dissolution or winding-up of the affairs of the Corporation for purposes of this Section 3.

4. Voting Rights. Except as provided by law or by the other provisions of this Certificate of Incorporation, the holders of Series A Preferred Stock, the holders of Series B Preferred Stock, the holders of Series C Preferred Stock and the holders of Series D Preferred Stock shall vote together with the holders of Common Stock and the holders of any other class or series of voting stock of the Corporation, as a single class, on any matter presented to the stockholders of the Corporation for their action or consideration at any meeting of stockholders of the Corporation (or by written consent of stockholders in lieu of meeting). Each share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock and Series D Preferred Stock shall entitle the holder thereof to such number of votes per share as shall equal the number of shares of Common Stock (rounded down to the nearest whole number) into which such share of Series A Preferred Stock, Series B Preferred Stock, Series C Preferred Stock or Series D Preferred Stock, as the case may be, is then convertible as provided in Section 5 hereof.

5. Optional Conversion.

(a) Each holder of outstanding shares of any series of Designated Preferred Stock shall have the right, exercisable by such holder (at its option) at any time or from time to time, to convert any or all of its shares of such series of Designated Preferred Stock into fully paid and nonassessable shares of Common Stock pursuant to, and in accordance with, the provisions of this Section 5. Subject to the provisions of Section 5(d) below, the number of fully paid and nonassessable shares of Common Stock into which each share of any series of Designated Preferred Stock shall convert pursuant to this Section 5 shall be equal to the quotient obtained by dividing (A) the Original Issuance Price of such series of Designated Preferred Stock by (B) the Conversion Price, as last adjusted and then in effect pursuant to Section 5(f) hereof if applicable, of such series of Designated Preferred Stock; provided, however, that cash shall be paid in lieu of the issuance of fractional shares of Common Stock, as provided in Section 5(e) hereof.

(b) Each holder of shares of any series of Designated Preferred Stock who exercises the right to convert any of such shares into shares of Common Stock pursuant to this Section 5 shall be entitled to payment of all declared but unpaid dividends accrued with respect to such shares of Designated Preferred Stock up to the applicable Conversion Date.

(c) Any holder of outstanding shares of any series of Designated Preferred Stock may exercise the right to convert any or all of its shares of such series of Designated Preferred Stock into Common Stock pursuant to this Section 5 by delivering to the Corporation during regular business hours, at the office of the Corporation or any transfer agent of the Corporation or at such other place as may be designated by the Corporation, the certificate or certificates for the shares of such series of Designated Preferred Stock to be converted (each a "Preferred Stock Certificate"), duly endorsed or assigned in blank to the Corporation (if required by it), accompanied by written notice stating the number of shares represented by such Preferred Stock Certificate or Preferred Stock Certificates that such holder elects to convert and stating the name or names (with addresses) in which the certificate or certificates for the shares of Common Stock are to be issued. Such conversion shall be deemed to have been effected on the date when such delivery is made, and such date is referred to herein, in each instance, as the "Conversion Date." As promptly as practicable thereafter, the Corporation shall issue and deliver to or upon the written order of such holder, at the place designated by such holder, a certificate or certificates for the number of full shares of Common Stock to which such holder is entitled, a check or cash in respect of any fractional interest in any share of Common Stock, as provided in Section 5(e) hereof, issuable with respect to the shares of any such series of Designated Preferred Stock so converted and a check or cash in payment of all dividends declared but unpaid, if any, with respect to the shares of any such series of Designated Preferred Stock so converted up to the applicable Conversion Date. The person in whose name the certificate or certificates for Common Stock are to be issued shall be deemed to have become a holder of record of Common Stock on the applicable Conversion Date, unless the transfer books of the Corporation are closed on such Conversion Date, in which event the holder shall be deemed to have become the stockholder of record on the next succeeding date on which the transfer books are open, provided that the Conversion Price with respect to the shares of any such series of Designated Preferred Stock so converted shall be that in effect on the applicable Conversion Date. Upon conversion of only a portion of the number of shares covered by a Preferred Stock Certificate surrendered for conversion, the Corporation shall issue and deliver to or upon the written order of the holder of such Preferred Stock Certificate so surrendered for conversion, at the expense of the Corporation, a new certificate covering the unconverted number of shares of the series of Designated Preferred Stock represented by such Preferred Stock Certificate, which new certificate shall entitle the holder thereof to all the rights, powers and privileges of a holder of such shares.

(d) If a holder of shares of any series of Designated Preferred Stock shall surrender more than one share of such series of Designated Preferred Stock for conversion at any onetime, then the number of full shares of Common Stock issuable upon conversion thereof shall be computed on the basis of the aggregate number of shares of such series of Designated Preferred Stock so surrendered.

(e) No fractional shares of Common Stock shall be issued upon conversion of shares of any series of Designated Preferred Stock. The Corporation shall pay a cash adjustment for any such fractional interest in an amount equal to the Current Market Price thereof on the applicable Conversion Date. Fractional interests shall not be entitled to dividends, and the holders of fractional interests shall not be entitled to any rights as stockholders of the Corporation in respect of such fractional interest.

(f) For all purposes of this Section 5, the Conversion Price with respect to each series of Designated Preferred Stock shall be subject to adjustment from time to time as follows:

(i) If the Corporation shall, at any time or from time to time after the Series D Original Issue Date, issue, or be deemed to have issued pursuant to Section 5(f)(iii)(D) hereof, any Additional Shares of Common Stock, without consideration or for a consideration per share less than the Series D Conversion Price in effect immediately prior to the issuance of such Additional Shares of Common Stock, the Series D Conversion Price in effect immediately prior to such issuance shall automatically be lowered to a price equal to the consideration per share received by the Corporation for such issuance or deemed issuance of Additional Shares of Common Stock; provided that if such issuance or deemed issuance was without consideration, then the Corporation shall be deemed to have received \$0.01 of consideration for each of such Additional Shares of Common Stock issued or deemed to be issued.

(ii) If the Corporation shall, at any time or from time to time after the Series D Original Issue Date, issue, or be deemed to have issued pursuant to Section 5(f)(iii)(D) hereof, any Additional Shares of Common Stock, without consideration or for a consideration per share less than the Conversion Price of any series of Junior Preferred Stock in effect immediately prior to such issuance of Additional Shares of Common Stock, the Conversion Price of such series of Junior Preferred Stock in effect immediately prior to such issuance shall automatically be lowered to a price determined in accordance with the following formula:

$$CP_2 = CP_1 * (A + B) \div (A + C).$$

For purposes of the foregoing formula, the following definitions shall apply:

(a) "CP₂" shall mean the Conversion Price of such series of Junior Preferred Stock in effect immediately after such issue of Additional Shares of Common Stock

(b) "CP₁" shall mean the Conversion Price of such series of Junior Preferred Stock in effect immediately prior to such issue of Additional Shares of Common Stock;

(c) "A" shall mean the number of shares of Common Stock outstanding immediately prior to such issue of Additional Shares of Common Stock (treating for this purpose as outstanding all shares of Common Stock issuable upon exercise of any options outstanding immediately prior to such issue or upon conversion or exchange of Convertible Securities (including the Junior Preferred Stock) outstanding (assuming exercise of any outstanding options there for) immediately prior to such issue);

(d) "B" shall mean the number of shares of Common Stock that would have been issued if such Additional Shares of Common Stock had been issued at a price per share equal to CPI (determined by dividing the aggregate consideration received by the Corporation in respect of such issue by CPI); and

(e) "C" shall mean the number of such Additional Shares of Common Stock issued in such transaction.

(iii) For the purposes of any adjustment of the Series D Conversion Price pursuant to Sections 5(f)(i) and 5(f)(ii) hereof, the following provisions shall be applicable:

(A) In the case of the issuance of Common Stock in whole or in part for cash, the consideration shall be deemed to be the amount of cash paid therefor, plus the value of any property other than cash received by the Corporation (determined as provided in Section 5(f)(iii)(B) hereof) plus the value of any other consideration received by the Corporation (determined as set forth in Section 5(f)(iii)(C) hereof).

(B) In the case of the issuance of Common Stock for a consideration in whole or in part in property other than cash, the value of such property other than cash shall be deemed to be the fair market value of such property as determined in good faith by the Board of Directors, irrespective of any accounting treatment; provided, however, that such fair market value of such property as determined by the Board of Directors shall not exceed the aggregate Current Market Price of the shares of Common Stock being issued, less any cash consideration paid for such shares (determined as provided in Section 5(f)(iii)(A) hereof) and less any other consideration received by the Corporation for such shares (determined as set forth in Section 5(f)(iii)(C) hereof).

(C) In the case of the issuance of Common Stock for consideration in whole or in part other than cash or property, the value of such other consideration shall be deemed to be the fair market value of such other consideration as determined in good faith by the Board of Directors, irrespective of any accounting treatment; provided, however, that such fair market value of such other consideration as determined by the Board of Directors shall not exceed the aggregate Current Market Price of the shares of Common Stock being issued, less any cash consideration paid for such shares (determined as provided in Section 5(f)(iii)(A) hereof) and less the fair market value of any property received by the Corporation for such shares (determined as set forth in Section 5(f)(iii)(B) hereof).

(D) With respect to (x) any warrants or options exercisable for shares of Common Stock, (y) any securities (including, without limitation, any series of Designated Preferred Stock or any class or series of Other Convertible Stock) convertible into, or exchangeable for, shares of Common Stock or (z) any warrants or options to purchase, or other rights to subscribe for, such convertible or exchangeable securities:

(1) the aggregate maximum number of shares of Common Stock deliverable upon exercise of such options to purchase or rights to subscribe for Common Stock (said maximum number of shares being that set forth in the instrument relating to such options or rights to subscribe for Common Stock without giving effect to changes under or by reason of provisions contained therein designed to protect against dilution) shall be deemed to have been issued at the time such options or rights were granted or issued and for a consideration equal to the consideration (determined in the manner provided in Sections 5(f)(iii)(A), (B) and (C) hereof), if any, received by the Corporation upon the issuance or grant of such options or rights plus the minimum purchase price provided in such options or rights for the Common Stock covered thereby (the consideration in each case to be determined in the manner provided in Sections 5(f)(iii)(A), (B) and (C) hereof);

(2) the aggregate maximum number of shares of Common Stock deliverable upon conversion of, or in exchange for, any such convertible or exchangeable securities or upon the exercise of options or warrants to purchase or rights to subscribe for such convertible or exchangeable securities and subsequent conversion or exchange thereof (said maximum number of shares being that set forth in the instrument relating to such convertible or exchangeable securities without giving effect to changes under or by reason of provisions contained there in designed to protect against dilution) shall be deemed to have been issued at the time such convertible or exchangeable securities were issued or such options, warrants or rights were issued or granted and for a consideration equal to the consideration received by the Corporation in connection with the issuance or grant of any such convertible or exchangeable securities and/or any such options, warrants or rights (excluding any cash received on account of accrued interest or accrued dividends), plus the minimum additional consideration, if any, to be received by the Corporation upon the conversion or exchange of any such convertible or exchangeable securities and/or the exercise of any such options, warrants or rights (the consideration in each case to be determined in the manner provided in Sections 5(f)(iii)(A), (B) and (C) hereof);

(3) if there is any change in the exercise price of, or number of shares deliverable upon exercise of, any such warrants, options or rights or upon the conversion or exchange of any such convertible or exchangeable securities, then the Conversion Price of such series of Designated Preferred Stock that was previously adjusted, pursuant to the provisions of this Section 5(f), as a result of the issuance of such warrants, options, rights or convertible or exchangeable securities shall automatically be readjusted in proportion to such change; and

(4) upon the expiration of any such warrants, options or rights or the termination of any such rights to convert or exchange such convertible or exchangeable securities, the Conversion Price of such series of Designated Preferred Stock that was previously adjusted, pursuant to the provisions of this Section 5(f), as a result of the issuance of such warrants, options, rights or convertible or exchangeable securities shall be automatically readjusted to the Conversion Price that would have obtained had such warrants, options, rights or convertible or exchangeable securities not been issued.

(E) Anything contained herein to the contrary notwithstanding; the provisions of this Section 5(f) may be waived in any instance by the holders of two-thirds of the voting power of the shares of Series D Preferred Stock then outstanding, voting together as a single class, by delivery of a written notice of waiver to the Corporation.

(iv) If the number of shares of Common Stock outstanding at any time after the Series D Original Issuance Date is increased by a stock dividend payable in shares of Common Stock or by a stock split, subdivision or split-up of shares of Common Stock, then, following the record date fixed for the determination of holders of Common Stock entitled to receive such stock dividend, stock split, subdivision or split-up, the Conversion Price of such series of Designated Preferred Stock shall be appropriately decreased so that the number of shares of Common Stock issuable on conversion of each share of such series of Designated Preferred Stock shall be increased in proportion to such increase in outstanding shares of Common Stock.

(v) If, at any time after the Series D Original Issuance Date, the number of shares of Common Stock outstanding is decreased by a reverse stock split or combination of the outstanding shares of Common Stock, then, following the record date for such combination, the Conversion Price of such series of Designated Preferred Stock shall be appropriately increased so that the number of shares of Common Stock issuable on conversion of each share of such series of Designated Preferred Stock shall be decreased in proportion to such decrease in outstanding shares of Common Stock.

(vi) In the event, at any time after the Series D Original Issuance Date, of any capital reorganization, or any reclassification of the capital stock of the Corporation (other than a change in par value or from par value to no par value or from no par value to par value or as a result of a stock dividend or subdivision, split-up or combination of shares), or the consolidation or merger of the Corporation with or into another person (other than consolidation or merger in which the Corporation is the continuing corporation) or of the sale or other disposition of all or substantially all the properties and assets of the Corporation to any other person (any such transaction, an "Extraordinary Transaction"), the Corporation shall provide appropriate adjustment to the Conversion Price of each series of Designated Preferred Stock outstanding after the effectiveness of such Extraordinary Transaction such that each share of such series of Designated Preferred Stock shall be convertible into the kind and number of shares of stock or other securities or property of the Corporation, or of the corporation resulting from or surviving such Extraordinary Transaction, that would have been received if such share of Designated Preferred Stock had been converted into Common Stock immediately prior to the effectiveness of such Extraordinary Transaction. The provisions of this Section 5(f)(vi) shall similarly apply to successive Extraordinary Transactions.

(vii) All calculations under this Section 5(f) shall be made to the nearest one-tenth of a cent (\$.001) or to the nearest one-tenth (1/10) of a share, as the case may be.

(viii) In any case in which the provisions of this Section 5(f) shall require that an adjustment shall become effective immediately after a record date for an event, the Corporation may defer until the occurrence of such event (A) issuing to the holder of any share of Designated Preferred Stock converted after such record date and before the occurrence of such event the additional shares of capital stock issuable upon such conversion by reason of the adjustment required by such event over and above the shares of capital stock issuable upon such conversion before giving effect to such adjustment, and (B) paying to such holder any cash amounts in lieu of fractional shares pursuant to Section 5(e) hereof; provided, however, that the Corporation shall deliver to such holder a due bill or other appropriate instrument evidencing such holder's right to receive such additional shares, and such cash, upon the occurrence of the event requiring such adjustment.

(g) Whenever the Conversion Price of any series of Designated Preferred Stock shall be adjusted as provided in Section 5(f) hereof, the Corporation shall forth with file and keep on record at the office of the Secretary of the Corporation and at the office of any transfer agent for such series of Designated Preferred Stock or at such other place as may be designated by the Corporation, a statement, signed by its President, Chief Executive Officer, Treasurer or Chief Financial Officer, showing the facts requiring such adjustment and the Conversion Price of such series of Designated Preferred Stock that shall be in effect after such adjustment. The Corporation shall also cause a copy of such statement to be sent to each holder of shares of such series of Designated Preferred Stock at such holder's address appearing on the Corporation's records.

(h) In the event the Corporation shall propose to take any action of the types described in Section 5(f)(iv), (v) or (vi) hereof, the Corporation shall give notice to the holders of shares of such series of Designated Preferred Stock at such holder's address appearing on the Corporation's records, which notice shall specify the record date, if any, with respect to any such action and the date on which such action is to take place. Such notice shall also set forth such facts with respect thereto as shall be reasonably necessary to indicate the effect of such action (to the extent such effect may be known at the date of such notice) on the Conversion Price of such series of Designated Preferred Stock and the number, kind or class of shares or other securities or property which shall be deliverable or purchasable upon conversion of shares of such series of Designated Preferred Stock at any time following the effective date of such action. In the case of any action that would require the fixing of a record date, such notice shall be given at least 10 days prior to the record date so fixed, and in the case of any other action, such notice shall be given at least 15 days prior to the taking of such proposed action.

(j) The Corporation shall pay all documentary, stamp or other transactional taxes attributable to the issuance or delivery of shares of capital stock of the Corporation upon conversion of any shares of Designated Preferred Stock; provided, however, that the Corporation shall not be required to pay any taxes which may be payable in respect of any transfer involved in the issuance or delivery of any certificate for such shares in a name other than that of the holder in respect of which such shares of Designated Preferred Stock are being issued.

(k) The Corporation shall reserve, free from preemptive rights, out of its authorized but unissued shares of Common Stock a sufficient number of shares of Common Stock to provide for the conversion of all outstanding shares of each series of Designated Preferred Stock.

(l) All shares of Common Stock which may be issued in connection with the conversion provisions set forth herein will, upon issuance by the Corporation, be validly issued, fully paid and nonassessable, not subject to any preemptive or similar rights and free from all taxes, liens or charges with respect thereto created or imposed by the Corporation.

(m) Shares of any series of Designated Preferred Stock converted as provided in this Section 5 shall not be reissued.

6. Automatic Conversion.

(a) Upon the occurrence of an Event of Conversion, all shares of each series of Designated Preferred Stock then outstanding shall, by virtue of, and simultaneously with, the occurrence of the Event of Conversion and without any action on the part of the holders thereof, be deemed automatically converted into that number of fully paid and nonassessable shares of Common Stock into which such shares would have been convertible in the event of optional conversion at such time pursuant to Section 5 hereof. The provisions of Section 5 shall apply to any such automatic conversion.

(b) Upon the written election of those holders of shares of Designated Preferred Stock representing a majority of the voting power of all shares of Designated Preferred Stock then outstanding, voting together as a single class, all shares of each series of Designated Preferred Stock then outstanding shall, by virtue of, and simultaneously with, the delivery to the Corporation of such written election and without any action on the part of the holders thereof, be deemed automatically converted into that number of fully paid and nonassessable shares of Common Stock into which such shares would have been convertible in the event of optional conversion at such time pursuant to Section 5 hereof. The provisions of Section 5 shall apply to any such automatic conversion.

7. Negative Covenants.

(a) For so long as any shares of Designated Preferred Stock are outstanding, the Corporation will not take or permit any of the following actions without the affirmative vote or written consent of the holders of not less than two-thirds of the shares of Designated Preferred Stock outstanding at such time, voting together as a single class, and any attempt to do so will be wholly void:

(i) Amend this Certificate of Incorporation or the by-laws of the Corporation, including without limitation to amend or change in any way the terms or number of authorized shares of capital stock, if such amendment would adversely affect the preferences, rights, privileges, powers of, or restrictions provided for the benefit of, the holders of any series of Designated Preferred Stock;

(ii) Alter or change the rights, preferences or privileges of any series of Designated Preferred Stock;

(iii) Authorize, designate, issue, or sell any shares of capital stock or other securities with preference to or on parity with the Series D Preferred Stock;

(iv) Authorize or effect any liquidation, dissolution, or winding-up of the Corporation, any merger or consolidation of the Corporation with or into any other company or entity, or any sale, license as licensor, lease as lessor, or other transfer or disposal of all or substantially all of the assets of the Corporation;

(v) Take any other action or enter into any other agreements that would conflict with the Corporation's obligations hereunder with respect to the holders of any series of Designated Preferred Stock; and

(vi) Obligate itself to do any of the foregoing.

(b) For so long as any shares of Series D Preferred Stock are outstanding, the Corporation will not take or permit any of the following actions without the affirmative vote or written consent of the holders of not less than two-thirds of the shares of Series D Preferred Stock outstanding at such time, voting together as a single class, and any attempt to do so will be wholly void:

(i) Amend this Certificate of Incorporation or the by-laws of the Corporation, including without limitation to amend or change in any way the terms or number of authorized shares of capital stock, if such amendment would adversely affect the preferences, rights, privileges, powers of, or restrictions provided for the benefit of, the holders of the Series D Preferred Stock;

- (ii) Alter or change the rights, preferences or privileges of the Series D Preferred Stock;
- (iii) Authorize, designate, issue, or sell any shares of capital stock or other securities with preference to or on parity with the Series D Preferred Stock;
- (iv) Authorize or effect any liquidation, dissolution, or winding-up of the Corporation, any merger or consolidation of the Corporation with or into any other company or entity, or any sale, license as licensor, lease as lessor, or other transfer or disposal of all or substantially all of the assets of the Corporation;
- (v) Take any other action or enter into any other agreements that would conflict with the Corporation's obligations hereunder with respect to the holders of the Series D Preferred Stock; and
- (vi) Obligate itself to do any of the foregoing.

8. Definitions. As used herein, the following terms shall have the following meanings:

"Acquisition" shall mean a consolidation or merger of the Corporation with or into any other corporation, partnership, limited liability company or other entity (other than any such merger or consolidation in which the holders of capital stock of the Corporation immediately prior to such merger or consolidation beneficially own, directly or indirectly, a majority of the outstanding capital stock or equity interest of the surviving corporation, partnership, limited liability company or other entity immediately after such merger or consolidation), or a sale or other transfer of all or substantially all of the assets of the Corporation.

"Additional Shares of Common Stock" shall mean all shares of Common Stock issued (or, pursuant to Section 5(f)(iii)(D) hereof, deemed to be issued) by the Corporation after the Series D Original Issuance Date, other than:

- (i) up to 18,634,633 shares of Series D Preferred Stock;
- (ii) stock options or warrants that are outstanding on the Series D Original Issuance Date, and shares of capital stock of the Corporation issued or issuable upon exercise of such stock options or warrants;
- (iv) shares of Common Stock, options, warrants or convertible securities of the Corporation that are issued or issuable as a dividend or other distribution on any series of Designated Preferred Stock;

(v) shares of Common Stock, options, warrants or convertible securities of the Corporation that are issued or issuable by reason of any of the events or circumstances covered by Section 5(f)(iv) or Section 5(f)(vi);

(vi) shares of Common Stock issued or issuable upon conversion of shares of any series of Designated Preferred Stock;

(vii) shares of Common Stock, options, warrants or convertible securities of the Corporation that are issued or issuable in connection with strategic acquisitions or alliances or licensing arrangements or debt financing or lending transactions;

(viii) shares of Common Stock issued pursuant to an Event of Conversion;

(ix) (A) stock options granted after the Series D Original Issuance Date with the approval of the Board of Directors of the Corporation, (B) stock options granted under any stock option plan or stock incentive plan or arrangement adopted or approved by the Board of Directors of the Corporation, (C) shares of Common Stock issued or issuable upon exercise of any stock options referred to in the foregoing clauses (A) and (B), (D) shares of Common Stock issued or issuable in the form of restricted stock grants to officers, employees, consultants, directors or other service providers of or to the Corporation approved by the Board of Directors of the Corporation, and (E) shares of Common Stock issued or issuable in the form of restricted stock grants to officers, employees, consultants, directors or other service providers of or to the Corporation under any stock option, stock incentive or restricted stock plan or arrangement adopted or approved by Board of Directors of the Corporation;

(x) (A) any and all of the Exchange Rights and the exercise thereof by any Exchange Investor, and (B) any and all Exchange Shares issued or issuable in accordance with any Exchange Agreement; or

(xi) securities issued upon conversion of or in exchange for, or in respect of, any of the foregoing.

"Common Liquidation Senior Stock" shall mean (i) the Series D Liquidation Senior Stock, (ii) the Series D Preferred Stock, (iii) the Series D Liquidation Parity Stock, (iv) the Series C Liquidation Senior Stock, (v) the Series C Preferred Stock, (vi) the Series C Liquidation Parity Stock, (vii) the Series B Liquidation Senior Stock, (viii) the Series B Preferred Stock, (ix) the Series B Liquidation Parity Stock, (x) the Series A Liquidation Senior Stock, (xi) the Series A Preferred Stock, (xii) the Series A Liquidation Parity Stock and (xiii) Other Stock that ranks, upon liquidation, dissolution or winding-up of the Corporation, senior to the Common Stock and that is not included in either of the foregoing clauses (i), (iii), (iv), (vi), (vii), (ix), (x) and (xii) of this definition.

"Conversion Date" shall have the meaning set forth in Section 5(c) hereof.

"Conversion Price" shall mean (i) with respect to Series A Preferred Stock, the Series A Conversion Price, (ii) with respect to Series B Preferred Stock, the Series B Conversion Price, (iii) with respect to Series C Preferred Stock, the Series C Conversion Price and (iv) with respect to Series D Preferred Stock, the Series D Conversion Price.

"Current Market Price" shall mean, as of the day in question, the fair market value of a share of Common Stock on such date, as determined in good faith by the Board of Directors of the Corporation.

"December 2009 Exchange Agreement" shall mean that certain Exchange Agreement, dated December 8, 2009, by and among the Corporation those Innoven Investors whose names appear on the signature pages thereto and SEILLANS Investissement SCR, as amended and in effect from time to time.

"December 2009 Exchange Right" shall mean the Exchange Right as such term is defined in the December 2009 Exchange Agreement.

"Event of Conversion" shall mean the closing of the initial public offering of the Common Stock under the Securities Act of 1933, as amended, at a price per share equal to or greater than \$4.350755 (subject to proportionate or other equitable adjustment in the event of a stock split, stock dividend, reverse stock split, combination, reclassification, or similar event affecting the Common Stock at any time after the Series D Original Issuance Date).

"Exchange Agreement" shall mean any of the Exchange Agreements.

"Exchange Agreements" shall mean the July 2006 Exchange Agreement, the January 2007 Exchange Agreement, the March 2008 Exchange Agreement, the January 2009 Exchange Agreement and the December 2009 Exchange Agreement, collectively.

"Exchange Rights" shall mean, collectively, (i) the July 2006 Exchange Right, (ii) the January 2007 Exchange Right, (iii) the March 2008 Exchange Right, (iv) the January 2009 Exchange Right and (v) the December 2009 Exchange Right.

"Exchange Shares" shall mean shares of capital stock of the Corporation issued or issuable pursuant to the terms of the July 2006 Exchange Agreement, the January 2007 Exchange Agreement, the March 2008 Exchange Agreement, the January 2009 Exchange Agreement and/or the December 2009 Exchange Agreement, as the context may require.

"Exchange Investors" shall mean, collectively, the Innoven Investors, the Ventech Exchange Investors and SEILLANS Investissement SCR, and the term "Exchange Investor" shall mean any of the Exchange Investors.

"Extraordinary Transaction" shall have the meaning set forth in Section 5(f)(v) hereof.

"Innoven Investors" shall mean, collectively, INNOVEN 2002 FCPI N°6, INNOVEN 2003 FCPI N°7, FCPI POSTE INNOVATION, FCPI POSTE INNOVATION 2, FCPI POSTE INNOVATION 3, FCPI POSTE INNOVATION 5, FCPI POSTE INNOVATION 6, FCPI POSTE INNOVATION 9, FCPI INNOVEN EUROPE, FCPI INNOVEN EUROPE 2, FCPI INNOVEN EUROPE 3, FCPI INNOVENT CAPITAL and FCPI LA BANQUE POSTALE INNOVATION I and the term "Innoven Investor" shall mean any of the Innoven Investors.

"January 2007 Exchange Agreement" shall mean that certain Exchange Agreement, dated January 23, 2007, by and among the Corporation and those Innoven Investors whose names appear on the signature pages thereto, as amended and in effect from time to time.

"January 2007 Exchange Right" shall mean the Exchange Right as such term is defined in the January 2007 Exchange Agreement.

"January 2009 Exchange Agreement" shall mean that certain Exchange Agreement, dated January 26, 2009, by and among the Corporation and those Innoven Investors whose names appear on the signature pages thereto, as amended and in effect from time to time.

"January 2009 Exchange Right" shall mean the Exchange Right as such term is defined in the January 2009 Exchange Agreement.

"July 2006 Exchange Agreement" shall mean that certain Amended and Restated Exchange Agreement, dated January 10, 2007, by and among the Corporation and certain of the Exchange Investors, as amended and in effect from time to time.

"July 2006 Exchange Right" shall mean the Exchange Right as such term is defined in the July 2006 Exchange Agreement.

"Junior Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock and the Series C Preferred Stock.

"March 2008 Exchange Agreement" shall mean that certain Exchange Agreement, dated March 7, 2008, by and among the Corporation, those Innoven Investors whose names appear on the signature pages thereto and SEILLANS Investissement SCR, as amended and in effect from time to time.

"March 2008 Exchange Right" shall mean the Exchange Right as such term is defined in the March 2008 Exchange Agreement.

"Original Issuance Price" shall mean (i) with respect to Series A Preferred Stock, the Series A Original Issuance Price, (ii) with respect to Series B Preferred Stock, the Series B Original Issuance Price, (iii) with respect to Series C Preferred Stock, the Series C Original Issuance Price and (iv) with respect to Series D Preferred Stock, the Series D Original Issuance Price.

"Other Convertible Stock" shall mean Other Stock that is convertible into Common Stock.

"Other Stock" shall mean any class or series of capital stock of the Corporation (other than Designated Preferred Stock and Common Stock) that may be duly authorized or designated at any time and from time to time.

"Preferred Stock Certificate" shall have the meaning set forth in Section 5(c) hereof.

"Proportional Adjustment" shall mean (i) with respect to the Series A Original Issuance Price, a proportional or other equitable adjustment made to the Series A Original Issuance Price upon the occurrence of a stock split, reverse stock split, stock dividend, stock combination, reclassification or other similar change with respect to the Series A Preferred Stock at any time after the Series D Original Issuance Date, (ii) with respect to the Series B Original Issuance Price, a proportional or other equitable adjustment made to the Series B Original Issuance Price upon the occurrence of a stock split, reverse stock split, stock dividend, stock combination, reclassification or other similar change with respect to the Series B Preferred Stock at any time after the Series D Original Issuance Date, (iii) with respect to the Series C Original Issuance Price, a proportional or other equitable adjustment made to the Series C Original Issuance Price upon the occurrence of a stock split, reverse stock split, stock dividend, stock combination, reclassification or other similar change with respect to the Series C Preferred Stock at any time after the Series D Original Issuance Date and (iv) with respect to the Series D Original Issuance Price, a proportional or other equitable adjustment made to the Series D Original Issuance Price upon the occurrence of a stock split, reverse stock split, stock dividend, stock combination, reclassification or other similar change with respect to the Series D Preferred Stock at any time after the Series D Original Issuance Date ..

"Series A Conversion Price" shall mean \$0.870151 per share of Series A Preferred Stock, as adjusted pursuant to the provisions of Section 5(f) hereof from time to time after the Series D Original Issuance Date.

"Series A Liquidation Parity Stock" shall mean Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, pari passu with the Series A Preferred Stock.

"Series A Liquidation Senior Stock" shall mean (i) the Series B Liquidation Senior Stock, (ii) the Series B Preferred Stock, (iii) the Series B Liquidation Parity Stock, (iv) the Series C Liquidation Senior Stock, (v) the Series C Preferred Stock, (vi) the Series C Liquidation Parity Stock, (vii) the Series D Liquidation Senior Stock, (viii) the Series D Preferred Stock, (ix) the Series D Liquidation Parity Stock and (x) Other Stock that ranks, upon liquidation, dissolution or winding-up of the Corporation, senior to the Series B Preferred Stock and that is not included in either of the foregoing clauses (i), (iii), (iv), (vi), (vii) or (ix) of this definition.

"Series A Original Issuance Price" shall mean \$2.40 per share of Series A Preferred Stock, subject to Proportional Adjustment.

"Series B Conversion Price" shall mean \$0.870151 per share of Series B Preferred Stock, as adjusted pursuant to the provisions of Section 5(f) hereof from time to time after the Series D Original Issuance Date.

"Series B Liquidation Parity Stock" shall mean Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, pari passu with the Series B Preferred Stock.

"Series B Liquidation Senior Stock" shall mean (i) the Series C Liquidation Senior Stock, (ii) the Series C Preferred Stock, (iii) the Series C Liquidation Parity Stock, (iv) the Series D Liquidation Senior Stock, (v) the Series D Preferred Stock, (vi) the Series D Liquidation Parity Stock and (vii) Other Stock that ranks, upon liquidation, dissolution or winding-up of the Corporation, senior to the Series B Preferred Stock and that is not included in either of the foregoing clauses (i), (iii), (iv) or (vi) of this definition.

"Series B Original Issuance Price" shall mean \$0.870151 per share of Series B Preferred Stock, subject to Proportional Adjustment.

"Series C Conversion Price" shall mean \$1.747797 per share of Series C Preferred Stock, as adjusted pursuant to the provisions of Section 5(f) hereof from time to time after the Series D Original Issuance Date.

"Series C Liquidation Parity Stock" shall mean Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, pari passu with the Series C Preferred Stock.

"Series C Liquidation Senior Stock" shall mean (i) the Series D Liquidation Senior Stock, (ii) the Series D Preferred Stock, (iii) the Series D Liquidation Parity Stock and (iv) Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, senior to the Series C Preferred Stock.

"Series C Original Issuance Date" shall mean the date of the first issuance by the Corporation of the first share of Series C Preferred Stock.

"Series C Original Issuance Price" shall mean \$1.747797 per share of Series C Preferred Stock, subject to Proportional Adjustment.

"Series D Conversion Price" shall mean \$1.215033 per share of Series D Preferred Stock, as adjusted pursuant to the provisions of Section 5(f) hereof from time to time after the Series D Original Issuance Date.

"Series D Liquidation Parity Stock" shall mean Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, pari passu with the Series D Preferred Stock.

"Series D Liquidation Senior Stock" shall mean Other Stock ranking, upon liquidation, dissolution or winding-up of the Corporation, senior to the Series D Preferred Stock.

"Series D Original Issuance Date" shall mean the date of the first issuance by the Corporation of the first share of Series D Preferred Stock.

"Series D Original Issuance Price" shall mean \$1.215033 per share of Series D Preferred Stock, subject to Proportional Adjustment.

"Ventech Exchange Investors" shall mean, collectively, Ventech SA and FCPR Ventech A in their respective capacities as parties to the July 2006 Exchange Agreement, and the term "Ventech Exchange Investor" shall mean any of the Ventech Exchange Investors.

FIFTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the Corporation and for defining and regulating the powers of the Corporation and its directors and stockholders and are in furtherance and not in limitation of the powers conferred upon the Corporation by statute:

- (a) The election of directors need not be by written ballot.
- (b) The Board of Directors shall have the power and authority:
 - (1) to adopt, amend or repeal by-laws of the Corporation, subject only to such limitation, if any, as may be from time to time imposed by law or by the by-laws; and
 - (2) to the full extent permitted or not prohibited by law, and without the consent of or other action by the stockholders, to authorize or create mortgages, pledges or other liens or encumbrances upon any or all of the assets, real, personal or mixed, and franchises of the Corporation, including after acquired property, and to exercise all of the powers of the Corporation in connection therewith; and
 - (3) subject to any provision of the by-laws, to determine whether, to what extent, at what times and places and under what conditions and regulations the accounts, books and papers of the corporation (other than the stock ledger), or any of them, shall be open to the inspection of the stockholders, and no stockholder shall have any right to inspect any account, book or paper of the Corporation except as conferred by statute or authorized by the by-laws or by the Board of Directors.

SIXTH: No director of the Corporation shall be personally liable to the Corporation or to any of its stockholders for monetary damages for breach of fiduciary duty as a director, notwithstanding any provision of law imposing such liability; provided, however, that to the extent required from time to time by applicable law, this Article Sixth shall not eliminate or limit the liability of a director, to the extent such liability is provided by applicable law, (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of Title 8 of the Delaware Code, or (iv) for any transaction from which the director derived an improper personal benefit. No amendment to or repeal of this Article Sixth shall apply to or have any effect on the liability or alleged liability of any director for or with respect to any acts or omissions of such director occurring prior to the effective date of such amendment or repeal.

IN WITNESS WHEREOF, the Corporation has caused this Fourth Amended and Restated Certificate of Incorporation to be signed by its Chief Executive Officer, this 8th day of December, 2009.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen From
Name: Stephen From
Title: Chief Executive Officer, President and
Secretary

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EYEGATE PHARMACEUTICALS, INC.", FILED IN THIS OFFICE ON THE FIFTEENTH DAY OF JUNE, A.D. 2010, AT 4:11 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3873818 8100

100659128

You may verify this certificate online
at corp.delaware.gov/authver.shtml



/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8055947

DATE: 06-15-10

State of Delaware
Secretary of State
Division of Corporations
Delivered 04:11 PM 06/15/2010
FILED 04: 11 PM 06/15/2010
SRV 100659128 - 3873818 FILE

CERTIFICATE OF AMENDMENT
TO
FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EYEGATE PHARMACEUTICALS, INC.

Pursuant to Section 242
of the Corporation Law of the
State of Delaware

EYEGATE PHARMACEUTICALS, INC. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The name of the Corporation is Eyegate Pharmaceuticals, Inc.
 2. That the Fourth Amended and Restated Certificate of Incorporation of the Corporation, as filed with the Secretary of State of the State of Delaware on December 8, 2009, (the "Restated Certificate") is hereby amended by:
 - (a) deleting the preamble paragraph of Article Fourth in its entirety and inserting in lieu thereof the following:

"FOURTH The total number of shares of all classes of stock which the Corporation shall have the authority to issue shares, consisting of 69,557,279 shares of common stock, \$0.01 par value per share ("Common Stock"), and 41,707,965 shares of preferred stock, \$0.01 par value per share ("Preferred Stock"), of which 2,483,693 shares are designated as Series A Convertible Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock"), 13,794,259 shares are designated as Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"), 5,149,335 shares are designated as Series C Convertible Preferred Stock, \$0.01 par value per share (the "Series C Preferred Stock") and 20,280,671 shares are designated as Series D Convertible Preferred Stock, \$0.01 par value per share (the "Series D Preferred Stock"). The term "Designated Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock."
 3. The amendment of the Restated Certificate herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware. In lieu of a meeting and vote of the stockholders of the Corporation, this amendment has been duly adopted by written consent by the stockholders holding the majority of the outstanding capital stock of the Corporation entitled to vote, in accordance with the provisions of Section 228 General Corporation Law of the State of Delaware.
-

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed on behalf of the Corporation as of June _15_,2010.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen From
Stephen From
Chief Executive Officer and President

Delaware
The First State

PAGE 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EYEGATE PHARMACEUTICALS, INC. ", FILED IN THIS OFFICE ON THE TWENTY-NINTH DAY OF DECEMBER, A.D. 2010, AT 4:04 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3873818 8100

101245271

You may verify this certificate online
at corp.delaware.gov/authver.shtml



/s/ Jeffrey W. Bullock
Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 8459477

DATE: 12-29-10

CERTIFICATE OF AMENDMENT
TO
FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EYEGATE PHARMACEUTICALS, INC.

Pursuant to Section 242
of the Corporation Law of the
State of Delaware

EYEGATE PHARMACEUTICALS, INC. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The name of the Corporation is Eyegate Pharmaceuticals, Inc.
 2. That the Fourth Amended and Restated Certificate of Incorporation of the Corporation, as filed with the Secretary of State of the State of Delaware (the "Secretary of State") on December 8, 2009, and as amended by that certain Certificate of Amendment to Fourth Amended and Restated Certificate of Incorporation of the Corporation, as filed with the Secretary of State on June 15, 2010 (the "Restated Certificate"), is hereby amended by:
 - (a) deleting the preamble paragraph of Article Fourth in its entirety and inserting in lieu thereof the following:

"**FOURTH** The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 110,462,672 shares, consisting of 65,000,000 shares of common stock, \$0.01 par value per share ("Common Stock"), and 45,462,672 shares of preferred stock, \$0.01 par value per share ("Preferred Stock"), of which 2,483,692 shares are designated as Series A Convertible Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock"), 13,794,259 shares are designated as Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"), 5,161,236 shares are designated as Series C Convertible Preferred Stock, \$0.01 par value per share (the "Series C Preferred Stock") and 24,023,485 shares are designated as Series D Convertible Preferred Stock, \$0.01 par value per share (the "Series D Preferred Stock"). The term "Designated Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock."
 - (b) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of "December 2009 Exchange Right":

"December 2010 Exchange Agreement" shall mean that certain Exchange Agreement, dated December 30, 2010, by and between the Corporation and those Innoven Investors whose names appear on the signature pages thereto and SEILLANS Investissement SCR."
 - (c) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of "December 2010 Exchange Agreement":
-

“December 2010 Exchange Rights” shall mean the Exchange Right, as such term is used in the December 2010 Exchange Agreement.

- (d) deleting the definition of “Exchange Agreements” in Article Fourth Part B Section 8 in its entirety and inserting in lieu thereof the following:

“Exchange Agreements” shall mean the July 2006 Exchange Agreement, the January 2007 Exchange Agreement, the March 2008 Exchange Agreement, the January 2009 Exchange Agreement, the December 2009 Exchange Agreement, the June 2010 Exchange Agreements, the July 2010 Exchange Agreement and the December 2010 Exchange Agreement.”

- (e) deleting the definition of “Exchange Rights” in Article Fourth Part B Section 8 in its entirety and inserting in lieu thereof the following:

“Exchange Rights” shall mean, collectively, (i) the July 2006 Exchange Right, (ii) the January 2007 Exchange Right, (iii) the March 2008 Exchange Right, (iv) the January 2009 Exchange Right, (v) the December 2009 Exchange Right, (vi) the June 2010 Exchange Rights, (vii) the July 2010 Exchange Right and (viii) the December 2010 Exchange Right.”

- (f) deleting the definition of “Exchange Shares” in Article Fourth Part B Section 8 in its entirety and inserting in lieu thereof the following:

“Exchange Shares” shall mean shares of capital stock of the Corporation issued or issuable pursuant to the terms of the July 2006 Exchange Agreement, the January 2007 Exchange Agreement, the March 2008 Exchange Agreement, the January 2009 Exchange Agreement, the December 2009 Exchange Agreement, the June 2010 Exchange Agreements, the July 2010 Exchange Agreement and the December 2010 Exchange Agreement.”

- (g) deleting the definition of “Exchange Investors” in Article Fourth Part B Section 8 in its entirety and inserting in lieu thereof the following:

“Exchange Investors” shall mean, collectively, the Innoven Investors, the Ventech Exchange Investors, SEILLANS Investissement SCR and the GenCap Investors, and the term “Exchange Investor” shall mean any of the Exchange Investors.

- (h) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of “Extraordinary Transaction”:

“GenCap Investors” shall mean GenCap Avenir and GenCap Croissance.

- (i) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of “January 2009 Exchange Right”:

“June 2010 Exchange Agreements” shall mean (i) that certain Exchange Agreement, dated June 15, 2010, by and between the Corporation and Innoven Europe 3 and Innoven Capital and (ii) that certain Exchange Agreement, dated June 15, 2010, by and between the Corporation and SEILLANS Investissement SCR.

- (j) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of "June 2010 Exchange Agreements":
"June 2010 Exchange Rights" shall mean the Exchange Right, as such term is used in the June 2010 Exchange Agreements.
- (k) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of "July 2010 Exchange Agreement":
"July 2010 Exchange Agreements" shall mean that certain Exchange Agreement, dated July 16, 2010, by and between the Corporation and the GenCap Investors,
- (l) inserting the following definition in Article Fourth Part B Section 8 immediately following the definition of "July 2010 Exchange Agreements":
"July 2010 Exchange Rights" shall mean the Exchange Right, as such term is used in the July 2010 Exchange Agreement.

4. The amendment of the Restated Certificate herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware. In lieu of a meeting and vote of the stockholders of the Corporation, this amendment has been duly adopted by written consent by the stockholders holding the majority of the outstanding capital stock of the Corporation entitled to vote, in accordance with the provisions of Section 228 General Corporation Law of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed on behalf of the Corporation as of December 29, 2010.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen. From
Stephen From
Chief Executive Officer and President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "EYEGATE PHARMACEUTICALS, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF JUNE, A.D. 2014, AT 1:57 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

3873818 8100

140847085

You may verify this certificate online
at corp.delaware.gov/authver.shtml



/s/ Jeffrey W. Bullock

Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 1459547

DATE: 06-17-14

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:06 PM 06/17/2014
FILED 01:57 PM 06/17/2014
SRV 140847085 - 3873818 FILE

CERTIFICATE OF THIRD AMENDMENT
TO
FOURTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
EYEGATE PHARMACEUTICALS, INC.

Pursuant to Section 242
of the Corporation Law of the
State of Delaware

EYEGATE PHARMACEUTICALS, INC. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), hereby certifies as follows:

1. The name of the Corporation is Eyegate Pharmaceuticals, Inc.
 2. That the Fourth Amended and Restated Certificate of Incorporation of the Corporation, as filed with the Secretary of State of the State of Delaware on December 8, 2009, as amended by that Amendment to Fourth Amended and Restated Certificate of Incorporation dated as of June 15, 2010, as further amended by that Amendment to Fourth Amended and Restated Certificate of Incorporation dated as of December 29, 2010 (the "Restated Certificate"), is hereby amended by:
 - (a) deleting the preamble paragraph of Article Fourth in its entirety and inserting in lieu thereof the following:

"FOURTH The total number of shares of all classes of stock which the Corporation shall have the authority to issue is 120,485,136 shares, consisting of 70,000,000 shares of common stock, \$0.01 par value per share ("Common Stock"), and 50,485,136 shares of preferred stock, \$0.01 par value per share ("Preferred Stock"), of which 2,483,692 shares are designated as Series A Convertible Preferred Stock, \$0.01 par value per share (the "Series A Preferred Stock"), 13,819,649 shares are designated as Series B Convertible Preferred Stock, \$0.01 par value per share (the "Series B Preferred Stock"), 5,161,241 shares are designated as Series C Convertible Preferred Stock, \$0.01 par value per share (the "Series C Preferred Stock") and 29,020,554 shares are designated as Series D Convertible Preferred Stock, \$0.01 par value per share (the "Series D Preferred Stock"). The term "Designated Preferred Stock" shall mean, as the context may require, individually or collectively, the Series A Preferred Stock, the Series B Preferred Stock, the Series C Preferred Stock and the Series D Preferred Stock."
 3. The amendment of the Restated Certificate herein certified has been duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware. In lieu of a meeting and vote of the stockholders of the Corporation, this amendment has been duly adopted by written consent by the stockholders holding the majority of the outstanding capital stock of the Corporation entitled to vote, in accordance with the provisions of Section 228 General Corporation Law of the State of Delaware.
-

IN WITNESS WHEREOF, the undersigned has caused this Certificate of Amendment to be duly executed on behalf of the Corporation as of June 6, 2014.

EYEGATE PHARMACEUTICALS, INC.

By: /s/ Stephen From
Stephen From
Chief Executive Officer and President

EYEGATE PHARMACEUTICALS, INC.
BY - L A W S

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**EYEGATE PHARMACEUTICALS, INC.
BY - LAWS**

Article I. - General

1.1. Offices. The registered office shall be in the City of Wilmington, County of New Castle, State of Delaware. The Corporation may also have offices at such other places both within and without the State of Delaware as the Board of Directors may from time to time determine or the business of the Corporation may require.

1.2. Seal. The seal of the Corporation, if any, shall be in the form of a circle and shall have inscribed thereon the name of the Corporation, the year of its organization and the words "Corporate Seal, Delaware".

1.3. Fiscal Year. The fiscal year of the Corporation shall be the period from January 1 through December 31.

Article II. - Stockholders

2.1. Place of Meetings. All meetings of the stockholders shall be held at the office of the Corporation, except such meetings as the Board of Directors expressly determine shall be held elsewhere or solely by means of remote communication, in which cases meetings may be held upon notice as hereinafter provided at such other place or places within or without the Commonwealth of Massachusetts or by remote communication as the Board of Directors shall have determined and as shall be stated in such notice.

2.2. Annual Meeting. The annual meeting of the stockholders shall be held each year on such date and at such time as the Board of Directors may determine. At each annual meeting the stockholders entitled to vote shall elect a Board of Directors by plurality vote by ballot, and they may transact such other corporate business as may properly be brought before the meeting. At the annual meeting any business may be transacted, irrespective of whether the notice calling such meeting shall have contained a reference thereto, except where notice is required by law, the Certificate of Incorporation, or these by-laws.

2.3. Quorum. At all meetings of the stockholders the holders of a majority of the stock issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum requisite for the transaction of business except as otherwise provided by law, by the Certificate of Incorporation or by these by-laws. If, however, such majority shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or by proxy, by a majority vote, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until the requisite amount of voting stock shall be present. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. At such adjourned meeting, at which the requisite amount of voting stock shall be represented, any business may be transacted which might have been transacted if the meeting had been held as originally called.

2.4. Right to Vote; Proxies. Each holder of a share or shares of capital stock of the Corporation having the right to vote at any meeting shall be entitled to one vote for each such share of stock held by him. Any stockholder entitled to vote at any meeting of stockholders may vote either in person or by proxy, but no proxy which is dated more than three years prior to the meeting at which it is offered shall confer the right to vote thereat unless the proxy provides that it shall be effective for a longer period. A proxy may be granted by a writing executed by the stockholder or his authorized officer, director, employee or agent or by transmission or authorization of transmission of a telegram, cablegram, or other means of electronic transmission to the person who will be the holder of the proxy or to a proxy solicitation firm, proxy support service organization or like agent duly authorized by the person who will be the holder of the proxy to receive such transmission, subject to the conditions set forth in Section 212 of the Delaware General Corporation Law, as it may be amended from time to time (the "Delaware GCL").

2.5. Voting. At all meetings of stockholders, except as otherwise expressly provided for by statute, the Certificate of Incorporation or these by-laws, (i) in all matters other than the election of directors, the affirmative vote of a majority of shares present in person or by means of remote communication or represented by proxy at the meeting and entitled to vote on such matter shall be the act of the stockholders and (ii) directors shall be elected by a plurality of the votes of the shares present in person or by means of remote communication or represented by proxy at the meeting and entitled to vote on the election of directors. Except as otherwise expressly provided by law, the Certificate of Incorporation or these by-laws, at all meetings of stockholders the voting shall be by voice vote, but any stockholder qualified to vote on the matter in question may demand a stock vote, by shares of stock, upon such question, whereupon such stock vote shall be taken by ballot which may be by electronic transmission by any stockholder present by means of remote communication, each of which shall state the name of the stockholder voting and the number of shares voted by him, and, if such ballot be cast by a proxy, it shall also state the name of the proxy.

2.6. Notice of Annual Meetings. Written notice of the annual meeting of the stockholders, stating the time, the place, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting, shall be sent not less than ten (10) nor more than sixty (60) days prior to the meeting. It shall be the duty of every stockholder to furnish to the Secretary of the Corporation or to the transfer agent, if any, of the class of stock owned by him, his post-office address and to notify said Secretary or transfer agent of any change therein.

2.7. Stockholders' List. A complete list of the stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order and showing the address of each stockholder, and the number of shares registered in the name of each stockholder, shall be prepared by the Secretary and shall be open to examination of any stockholder, for any purpose germane to the meeting for a period of at least ten days before such meeting (i) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting, or (ii) during ordinary business hours at the principal office of the corporation, and said list shall be open to examination during the whole time of said meeting, at the place of said meeting, or, if the meeting held is by remote communication, on a reasonably accessible electronic network and the information required to access such list shall be provided with the notice of the meeting.

2.8. Special Meetings. Special meetings of the stockholders for any purpose or purposes, unless otherwise provided by statute, may be called by the Board of Directors, the Chairman of the Board, if any, the President or any Vice President.

2.9. Notice of Special Meetings. Written notice of a special meeting of stockholders, stating the time, the place, the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present in person and vote at such meeting and the object thereof, shall be sent not less than ten (10) nor more than sixty (60) days before such meeting, to each stockholder entitled to vote thereat, either in paper form or electronic form pursuant to each stockholder's instructions on record with the Corporation. No business may be transacted at such meeting except that referred to in said notice, or in a supplemental notice given also in compliance with the provisions hereof, or such other business as may be germane or supplementary to that stated in said notice or notices.

2.10. Inspectors.

1. One or more inspectors may be appointed by the Board of Directors before or at any meeting of stockholders, or, if no such appointment shall have been made, the presiding officer may make such appointment at the meeting. At the meeting for which the inspector or inspectors are appointed, he or they shall open and close the polls, receive and take charge of the proxies and ballots, and decide all questions touching on the qualifications of voters, the validity of proxies and the acceptance and rejection of votes. If any inspector previously appointed shall fail to attend or refuse or be unable to serve, the presiding officer shall appoint an inspector in his place.

2. At any time at which the Corporation has a class of voting stock that is (i) listed on a national securities exchange, (ii) authorized for quotation on an inter-dealer quotation system of a registered national securities association, or (iii) held of record by more than 2,000 stockholders, the provisions of Section 231 of the Delaware GCL with respect to inspectors of election and voting procedures shall apply, in lieu of the provisions of paragraph (1) of this §2.10.

2.11. Stockholders' Consent in Lieu of Meeting Unless otherwise provided in the Certificate of Incorporation, any action required by law to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Every written consent shall bear the date of signature of each stockholder who signs the consent and no written consent shall be effective to take the corporate action referred to therein unless, within sixty days of the earliest dated consent delivered in the manner required by this §2.11 to the Corporation, written consents signed by a sufficient number of stockholders to take action are delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded.

A telegram, cablegram or other electronic transmission consenting to an action to be taken and transmitted by a stockholder or proxyholder, or by a person or persons authorized to act for a stockholder or proxyholder, shall be deemed to be written, signed and dated for the purposes of this section, provided that any such telegram, cablegram or other electronic transmission sets forth or is delivered with information from which the Corporation can determine that the telegram, cablegram or other electronic transmission was transmitted by the stockholder or proxyholder or by a person or persons authorized to act for the stockholder or proxyholder and the date on which such stockholder or proxyholder or authorized person or persons transmitted such telegram, cablegram or electronic transmission. The date on which such telegram, cablegram or electronic transmission is transmitted shall be deemed to be the date on which such consent was signed. No consent given by telegram, cablegram or other electronic transmission shall be deemed to have been delivered until such consent is reproduced in paper form and until such paper form shall be delivered to the Corporation by delivery to its principal place of business or to an officer or agent of the Corporation having custody of the book in which the proceedings of meetings of stockholders are recorded. Any copy, facsimile or other reliable reproduction of a consent in writing may be substituted or used in lieu of the original writing for any and all purposes for which the original writing could be used, provided that such copy, facsimile or other reproduction shall be a complete reproduction of the entire original writing.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

Article III. - Directors

3.1. Number of Directors. Except as otherwise provided by law, the Certificate of Incorporation or these by-laws, the property and business of the Corporation shall be managed by or under the direction of a board of not less than one nor more than thirteen directors. Within the limits specified, the number of directors shall be determined by resolution of the Board of Directors or by the stockholders at the annual meeting. Directors need not be stockholders, residents of Delaware or citizens of the United States. The directors shall be elected by ballot at the annual meeting of the stockholders and each director shall be elected to serve until his successor shall be elected and shall qualify or until his earlier resignation or removal; provided that in the event of failure to hold such meeting or to hold such election at such meeting, such election may be held at any special meeting of the stockholders called for that purpose. If the office of any director becomes vacant by reason of death, resignation, disqualification, removal, failure to elect, or otherwise, the remaining directors, although more or less than a quorum, by a majority vote of such remaining directors may elect a successor or successors who shall hold office for the unexpired term.

3.2. Change in Number of Directors; Vacancies. The maximum number of directors may be increased by an amendment to these by-laws adopted by a majority vote of the Board of Directors or by a majority vote of the capital stock having voting power, and if the number of directors is so increased by action of the Board of Directors or of the stockholders or otherwise, then the additional directors may be elected in the manner provided above for the filling of vacancies in the Board of Directors or at the annual meeting of stockholders or at a special meeting called for that purpose.

3.3. Resignation. Any director of this Corporation may resign at any time by giving notice in writing or by electronic transmission to the Chairman of the Board, if any, the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, at the time of receipt if no time is specified therein and at the time of acceptance if the effectiveness of such resignation is conditioned upon its acceptance. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

3.4. Removal. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

3.5. Place of Meetings and Books. The Board of Directors may hold their meetings and keep the books of the Corporation outside the State of Delaware, at such places as they may from time to time determine.

3.6. General Powers. In addition to the powers and authority expressly conferred upon them by these by-laws, the board may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Certificate of Incorporation or by these by-laws directed or required to be exercised or done by the stockholders.

3.7. Executive Committee. There may be an executive committee of one or more directors designated by resolution passed by a majority of the whole board. The act of a majority of the members of such committee shall be the act of the committee. Said committee may meet at stated times or on notice to all by any of their own number, and shall have and may exercise those powers of the Board of Directors in the management of the business affairs of the Company as are provided by law and may authorize the seal of the Corporation to be affixed to all papers which may require it. Vacancies in the membership of the committee shall be filled by the Board of Directors at a regular meeting or at a special meeting called for that purpose.

3.8. Other Committees. The Board of Directors may also designate one or more committees in addition to the executive committee, by resolution or resolutions passed by a majority of the whole board; such committee or committees shall consist of one or more directors of the Corporation, and to the extent provided in the resolution or resolutions designating them, shall have and may exercise specific powers of the Board of Directors in the management of the business and affairs of the Corporation to the extent permitted by statute and shall have power to authorize the seal of the Corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

3.9. Powers Denied to Committees. Committees of the Board of Directors shall not, in any event, have any power or authority to amend the Certificate of Incorporation (except that a committee may, to the extent authorized in the resolution or resolutions providing for the issuance of shares adopted by the Board of Directors as provided in Section 151(a) of the Delaware GCL, fix the designations and any of the preferences or rights of such shares relating to dividends, redemption, dissolution, any distribution of assets of the Corporation or the conversion into, or the exchange of such shares for, shares of any other class or classes or any other series of the same or any other class or classes of stock of the Corporation or fix the number of shares of any series of stock or authorize the increase or decrease of the shares of any series), adopt an agreement of merger or consolidation, recommend to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommend to the stockholders a dissolution of the Corporation or a revocation of a dissolution or to amend the by-laws of the Corporation. Further, no committee of the Board of Directors shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger pursuant to Section 253 of the Delaware GCL, unless the resolution or resolutions designating such committee expressly so provides.

3.10. Substitute Committee Member. In the absence or on the disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of such absent or disqualified member. Any committee shall keep regular minutes of its proceedings and report the same to the board as may be required by the board.

3.11. Compensation of Directors. The Board of Directors shall have the power to fix the compensation of directors and members of committees of the Board. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

3.12. Annual Meeting. The newly elected board may meet at such place and time as shall be fixed and announced by the presiding officer at the annual meeting of stockholders, for the purpose of organization or otherwise, and no further notice of such meeting shall be necessary to the newly elected directors in order legally to constitute the meeting, provided a quorum shall be present, or they may meet at such place and time as shall be stated in a notice given to such directors two (2) days prior to such meeting, or as shall be fixed by the consent in writing of all the directors.

3.13. Regular Meetings. Regular meetings of the board may be held without notice at such time and place as shall from time to time be determined by the board.

3.14. Special Meetings. Special meetings of the board may be called by the Chairman of the Board, if any, or the President, on two (2) days notice to each director, or such shorter period of time before the meeting as will nonetheless be sufficient for the convenient assembly of the directors so notified; special meetings shall be called by the Secretary in like manner and on like notice, on the written request of two or more directors.

3.15. Quorum. At all meetings of the Board of Directors, a majority of the total number of directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise specifically permitted or provided by statute, or by the Certificate of Incorporation, or by these by-laws. If at any meeting of the board there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time until a quorum is obtained, and no further notice thereof need be given other than by announcement at said meeting which shall be so adjourned.

3.16. Telephonic Participation in Meetings. Members of the Board of Directors or any committee designated by such board may participate in a meeting of the board or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this section shall constitute presence in person at such meeting.

3.17. Action by Consent. Unless otherwise restricted by the Certificate of Incorporation or these by-laws, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the board or committee, as the case may be, consent thereto in writing or by electronic transmission and such consent is filed in paper form with the minutes of proceedings of the board or committee.

Article IV. - Officers.

4.1. Selection; Statutory Officers. The officers of the Corporation shall be chosen by the Board of Directors. There shall be a President, a Secretary and a Treasurer, and there may be a Chairman of the Board of Directors, one or more Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as the Board of Directors may elect. Any number of offices may be held by the same person.

4.2. Time of Election. The officers above named shall be chosen by the Board of Directors at its first meeting after each annual meeting of stockholders. None of said officers need be a director.

4.3. Additional Officers. The board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the board.

4.4. Terms of Office. Each officer of the Corporation shall hold office until his successor is chosen and qualified, or until his earlier resignation or removal. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors.

4.5. Compensation of Officers. The Board of Directors shall have power to fix the compensation of all officers of the Corporation. It may authorize any officer, upon whom the power of appointing subordinate officers may have been conferred, to fix the compensation of such subordinate officers.

4.6. Chairman of the Board. The Chairman of the Board of Directors shall preside at all meetings of the stockholders and directors, and shall have such other duties as may be assigned to him from time to time by the Board of Directors.

4.7. President. Unless the Board of Directors otherwise determines, the President shall be the chief executive officer and head of the Corporation. Unless there is a Chairman of the Board, the President shall preside at all meetings of directors and stockholders. Under the supervision of the Board of Directors and of the executive committee, the President shall have the general control and management of its business and affairs, subject, however, to the right of the Board of Directors and of the executive committee to confer any specific power, except such as may be by statute exclusively conferred on the President, upon any other officer or officers of the Corporation. The President shall perform and do all acts and things incident to the position of President and such other duties as may be assigned to him from time to time by the Board of Directors or the executive committee.

4.8. Vice-Presidents. The Vice-Presidents shall perform such of the duties of the President on behalf of the Corporation as may be respectively assigned to them from time to time by the Board of Directors or by the executive committee or by the President. The Board of Directors or the executive committee may designate one of the Vice-Presidents as the Executive Vice-President, and in the absence or inability of the President to act, such Executive Vice-President shall have and possess all of the powers and discharge all of the duties of the President, subject to the control of the board and of the executive committee.

4.9. Treasurer. The Treasurer shall have the care and custody of all the funds and securities of the Corporation which may come into his hands as Treasurer, and the power and authority to endorse checks, drafts and other instruments for the payment of money for deposit or collection when necessary or proper and to deposit the same to the credit of the Corporation in such bank or banks or depository as the Board of Directors or the executive committee, or the officers or agents to whom the Board of Directors or the executive committee may delegate such authority, may designate, and he may endorse all commercial documents requiring endorsements for or on behalf of the Corporation. He may sign all receipts and vouchers for the payments made to the Corporation. He shall render an account of his transactions to the Board of Directors or to the executive committee as often as the board or the committee shall require the same. He shall enter regularly in the books to be kept by him for that purpose full and adequate account of all moneys received and paid by him on account of the Corporation. He shall perform all acts incident to the position of Treasurer, subject to the control of the Board of Directors and of the executive committee. He shall when requested, pursuant to vote of the Board of Directors or the executive committee, give a bond to the Corporation conditioned for the faithful performance of his duties, the expense of which bond shall be borne by the Corporation.

4.10. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the stockholders; he shall attend to the giving and serving of all notices of the Corporation. Except as otherwise ordered by the Board of Directors or the executive committee, he shall attest the seal of the Corporation upon all contracts and instruments executed under such seal and shall affix the seal of the Corporation thereto and to all certificates of shares of capital stock of the Corporation. He shall have charge of the stock certificate book, transfer book and stock ledger, and such other books and papers as the Board of Directors or the executive committee may direct. He shall, in general, perform all the duties of Secretary, subject to the control of the Board of Directors and of the executive committee.

4.11. Assistant Secretary. The Board of Directors or any two of the officers of the Corporation acting jointly may appoint or remove one or more Assistant Secretaries of the Corporation. Any Assistant Secretary upon his appointment shall perform such duties of the Secretary, and also any and all such other duties as the executive committee or the Board of Directors or the President or the Executive Vice-President or the Treasurer or the Secretary may designate.

4.12. Assistant Treasurer. The Board of Directors or any two of the officers of the Corporation acting jointly may appoint or remove one or more Assistant Treasurers of the Corporation. Any Assistant Treasurer upon his appointment shall perform such of the duties of the Treasurer, and also any and all such other duties as the executive committee or the Board of Directors or the President or the Executive Vice-President or the Treasurer or the Secretary may designate.

4.13. Subordinate Officers. The Board of Directors may select such subordinate officers as it may deem desirable. Each such officer shall hold office for such period, have such authority, and perform such duties as the Board of Directors may prescribe. The Board of Directors may, from time to time, authorize any officer to appoint and remove subordinate officers and to prescribe the powers and duties thereof.

Article V. - Stock.

5.1. Stock. Each stockholder shall be entitled to a certificate or certificates of stock of the Corporation in such form as the Board of Directors may from time to time prescribe. The certificates of stock of the Corporation shall be numbered and shall be entered in the books of the Corporation as they are issued. They shall certify the holder's name and number and class of shares and shall be signed by both of (i) either the Chairperson or Vice Chairperson of the Board of Directors, or the President or Vice President, and (ii) any one of the Treasurer or an Assistant Treasurer or the Secretary or an Assistant Secretary, and may, but need not, be sealed with the corporate seal of the Corporation. If such certificate is countersigned (1) by a transfer agent other than the Corporation or its employee, or, (2) by a registrar other than the Corporation or its employee, the signature of the officers of the Corporation and the corporate seal may be facsimiles. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Corporation, whether because of death, resignation or otherwise, before such certificate or certificates shall have been delivered by the Corporation, such certificate or certificates may nevertheless be adopted by the Corporation and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature shall have been used thereon had not ceased to be such officer or officers of the Corporation.

5.2. Fractional Share Interests. The Corporation may, but shall not be required to, issue fractions of a share. If the Corporation does not issue fractions of a share, it shall (i) arrange for the disposition of fractional interests by those entitled thereto, (ii) pay in cash the fair value of fractions of a share as of the time when those entitled to receive such fractions are determined, or (iii) issue scrip or warrants in registered or bearer form which shall entitle the holder to receive a certificate for a full share upon the surrender of such scrip or warrants aggregating a full share. A certificate for a fractional share shall, but scrip or warrants shall not unless otherwise provided therein, entitle the holder to exercise voting rights, to receive dividends thereon, and to participate in any of the assets of the Corporation in the event of liquidation. The Board of Directors may cause scrip or warrants to be issued subject to the conditions that they shall become void if not exchanged for certificates representing full shares before a specified date, or subject to the conditions that the shares for which scrip or warrants are exchangeable may be sold by the Corporation and the proceeds thereof distributed to the holders of scrip or warrants, or subject to any other conditions which the Board of Directors may impose.

5.3. Transfers of Stock. Subject to any transfer restrictions then in force, the shares of stock of the Corporation shall be transferable only upon its books by the holders thereof in person or by their duly authorized attorneys or legal representatives and upon such transfer the old certificates shall be surrendered to the Corporation by the delivery thereof to the person in charge of the stock and transfer books and ledgers or to such other person as the directors may designate by whom they shall be cancelled and new certificates shall thereupon be issued. The Corporation shall be entitled to treat the holder of record of any share or shares of stock as the holder in fact thereof and accordingly shall not be bound to recognize any equitable or other claim to or interest in such share on the part of any other person whether or not it shall have express or other notice thereof save as expressly provided by the laws of Delaware.

5.4. Record Date. For the purpose of determining the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or the allotment of any rights, or entitled to exercise any rights in respect of any change, conversion, or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) days nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. If no such record date is fixed by the Board of Directors, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board of Directors is necessary, shall be the day on which the first written consent is expressed; and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at any meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

5.5. Transfer Agent and Registrar. The Board of Directors may appoint one or more transfer agents or transfer clerks and one or more registrars and may require all certificates of stock to bear the signature or signatures of any of them.

5.6. Dividends.

1 . **Power to Declare.** Dividends upon the capital stock of the Corporation, subject to the provisions of the Certificate of Incorporation, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate of Incorporation and the laws of Delaware.

2 . **Reserves.** Before payment of any dividend, there may be set aside out of any funds of the Corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends, or for repairing or maintaining any property of the Corporation, or for such other purpose as the directors shall think conducive to the interest of the Corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

5.7. Lost, Stolen or Destroyed Certificates. No certificates for shares of stock of the Corporation shall be issued in place of any certificate alleged to have been lost, stolen or destroyed, except upon production of such evidence of the loss, theft or destruction and upon indemnification of the Corporation and its agents to such extent and in such manner as the Board of Directors may from time to time prescribe.

5.8. Inspection of Books. The stockholders of the Corporation, by a majority vote at any meeting of stockholders duly called, or in case the stockholders shall fail to act, the Board of Directors shall have power from time to time to determine whether and to what extent and at what times and places and under what conditions and regulations the accounts and books of the Corporation (other than the stock ledger) or any of them, shall be open to inspection of stockholders; and no stockholder shall have any right to inspect any account or book or document of the Corporation except as conferred by statute or authorized by the Board of Directors or by a resolution of the stockholders.

Article VI. - Miscellaneous Management Provisions.

6.1. Checks, Drafts and Notes. All checks, drafts or orders for the payment of money, and all notes and acceptances of the Corporation shall be signed by such officer or officers, agent or agents as the Board of Directors may designate.

6.2. Notices.

1. Notices to directors and stockholders may be (i) in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the Corporation, (ii) by facsimile telecommunication, when directed to a number at which the director or stockholder has consented to receive notice, (iii) by electronic mail, when directed to an electronic mail address at which the director or stockholder has consented to receive notice, (iv) by other electronic transmission, when directed to the director or stockholder. Notice by mail shall be deemed to be given at the time when the same shall be mailed.

2. Whenever any notice is required to be given under the provisions of the statutes or of the Certificate of Incorporation of the Corporation or of these by-laws, a written waiver signed by the person or persons entitled to said notice, or waiver by electronic transmission by the person entitled to said notice, whether before or after the time stated therein or the meeting or action to which such notice relates, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

6.3. Conflict of Interest. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association, or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the board of or committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose, if: (i) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee and the board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (ii) the material facts as to his relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders of the Corporation entitled to vote thereon, and the contract or transaction as specifically approved in good faith by vote of such stockholders; or (iii) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board of Directors, a committee or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorizes the contract or transaction.

6.4. Voting of Securities owned by this Corporation. Subject always to the specific directions of the Board of Directors, (i) any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted in person at any meeting of security holders of such other corporation by the President of this Corporation if he is present at such meeting, or in his absence by the Treasurer of this Corporation if he is present at such meeting, and (ii) whenever, in the judgment of the President, it is desirable for this Corporation to execute a proxy or written consent in respect to any shares or other securities issued by any other Corporation and owned by this Corporation, such proxy or consent shall be executed in the name of this Corporation by the President, without the necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer, provided that if the President is unable to execute such proxy or consent by reason of sickness, absence from the United States or other similar cause, the Treasurer may execute such proxy or consent. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation.

Article VII. - Indemnification.

7.1. Right to Indemnification. Each person who was or is made a party to or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "Proceeding"), by reason of being or having been a director or officer of the Corporation or serving or having served at the request of the Corporation as a director, trustee, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (an "Indemnitee"), whether the basis of such proceeding is alleged action or failure to act in an official capacity as a director, trustee, officer, employee or agent or in any other capacity while serving as a director, trustee, officer, employee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the Delaware General Corporation Law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto) (as used in this Article 7, the "Delaware Law"), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such Indemnitee in connection therewith and such indemnification shall continue as to an Indemnitee who has ceased to be a director, trustee, officer, employee or agent and shall inure to the benefit of the Indemnitee's heirs, executors and administrators; provided, however, that, except as provided in §7.2 hereof with respect to Proceedings to enforce rights to indemnification, the Corporation shall indemnify any such Indemnitee in connection with a Proceeding (or part thereof) initiated by such Indemnitee only if such Proceeding (or part thereof) was authorized by the board of directors of the Corporation. The right to indemnification conferred in this Article 7 shall be a contract right and shall include the right to be paid by the Corporation the expenses (including attorneys' fees) incurred in defending any such Proceeding in advance of its final disposition (an "Advancement of Expenses"); provided, however, that, if the Delaware Law so requires, an Advancement of Expenses incurred by an Indemnitee shall be made only upon delivery to the Corporation of an undertaking (an "Undertaking"), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (a "Final Adjudication") that such Indemnitee is not entitled to be indemnified for such expenses under this Article 7 or otherwise.

7.2. Right of Indemnitee to Bring Suit. If a claim under §7.1 hereof is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an Advancement of Expenses, in which case the applicable period shall be twenty days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the Indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (i) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the Indemnitee to enforce a right to an Advancement of Expenses) it shall be a defense that, and (ii) in any suit by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking the Corporation shall be entitled to recover such expenses upon a Final Adjudication that, the Indemnitee has not met the applicable standard of conduct set forth in the Delaware Law. Neither the failure of the Corporation (including its board of directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the Delaware Law, nor an actual determination by the Corporation (including its board of directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an Advancement of Expenses hereunder, or by the Corporation to recover an Advancement of Expenses pursuant to the terms of an Undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such Advancement of Expenses, under this Article 7 or otherwise shall be on the Corporation.

7.3. Non-Exclusivity of Rights. The rights to indemnification and to the Advancement of Expenses conferred in this Article 7 shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, the Corporation's Certificate of Incorporation, by-law, agreement, vote of stockholders or disinterested directors or otherwise.

7.4. Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article 7 or under the Delaware Law.

7.5. Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the board of directors, grant rights to indemnification, and to the Advancement of Expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Article 7 with respect to the indemnification and Advancement of Expenses of directors and officers of the Corporation.

Article VIII. - Amendments.

8.1. Amendments. The by-laws of the Corporation may be altered, amended or repealed at any meeting of the Board of Directors upon notice thereof in accordance with these by-laws, or at any meeting of the stockholders by the vote of the holders of the majority of the stock issued and outstanding and entitled to vote at such meeting, in accordance with the provisions of the Certificate of Incorporation of the Corporation and of the laws of Delaware.

**RESTATED CERTIFICATE OF INCORPORATION
OF
EYEGATE PHARMACEUTICALS, INC.**

**(Pursuant to Sections 242 and 245 of the
General Corporation Law of the State of Delaware)**

Eyegate Pharmaceuticals, Inc., a corporation duly organized and existing under and by virtue of the provisions of the General Corporation Law of the State of Delaware (the "GCL"),

DOES HEREBY CERTIFY:

FIRST: That the name of the corporation is Eyegate Pharmaceuticals, Inc. (the "Corporation") and that the Corporation was originally incorporated pursuant to the GCL on December 28, 2004.

SECOND: That this Restated Certificate of Incorporation was approved by the holders of the requisite number of shares of the Corporation in accordance with Section 228 of the GCL.

THIRD: That this Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Corporation's Fourth Amended and Restated Certificate of Incorporation, as amended, has been duly adopted in accordance with Sections 242 and 245 of the GCL.

FOURTH: That the Restated Certificate of Incorporation shall read in full as follows:

ARTICLE I

The name of the corporation is Eyegate Pharmaceuticals, Inc. (the "Corporation").

ARTICLE II

The address of the registered office of the Corporation in the State of Delaware is 2711 Centerville Road, Suite 400, Wilmington, DE 19808. The name of its registered agent at such address is Corporation Service Company.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which a corporation may be organized under the GCL.

ARTICLE IV

A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is _____, consisting of _____ shares of Common Stock, par value \$0.001 per share (the "Common Stock"), and _____ shares of Preferred Stock, par value \$0.001 per share (the "Preferred Stock").



B. The board of directors is authorized, without further stockholder approval and subject to any limitations prescribed by law, to provide for the issuance of shares of Preferred Stock in series, and by filing a certificate pursuant to the applicable law of the State of Delaware (such certificate being hereinafter referred to as a "Preferred Stock Designation"), to establish from time to time the number of shares to be included in each such series, and to fix the designation, powers, preferences, and rights of the shares of each such series and any qualifications, limitations or restrictions thereof. The number of authorized shares of Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the Common Stock, without a vote of the holders of the Preferred Stock, or of any series thereof, unless a vote of any such holders is required pursuant to the terms of any Preferred Stock Designation. In case the number of shares of any series shall be so decreased, the shares constituting such decrease shall resume the status that they had prior to the adoption of the resolution originally fixing the number of shares of such series.

C. Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote; provided, however, that, except as otherwise required by law, holders of Common Stock shall not be entitled to vote on any amendment to this Restated Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Restated Certificate of Incorporation (including any Preferred Stock Designation).

ARTICLE V

The following provisions are inserted for the management of the business and the conduct of the affairs of the Corporation, and for further definition, limitation and regulation of the powers of the Corporation and of its directors and stockholders:

A. The business and affairs of the Corporation shall be managed by or under the direction of the board of directors. In addition to the powers and authority expressly conferred upon them by statute or by this Restated Certificate of Incorporation or the Amended and Restated Bylaws of the Corporation (the "Bylaws"), the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

B. The directors of the Corporation need not be elected by written ballot unless the Bylaws so provide.

C. Any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

D. Unless otherwise required by law, special meetings of stockholders of the Corporation may be called only by the Chairman of the board of directors or the Chief Executive Officer (or if there is no Chief Executive Officer, the President) or by the board of directors acting pursuant to a resolution adopted by a majority of the Whole Board. For purposes of this Restated Certificate of Incorporation, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

E. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery in the State of Delaware shall be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action asserting a claim of breach of fiduciary duty owed by any director, officer or other employee of the Corporation to the Corporation or the Corporation's stockholders, (iii) any action asserting a claim arising pursuant to any provision of the GCL, this Restated Certificate of Incorporation or the Bylaws or (iv) any action asserting a claim governed by the internal affairs doctrine.

ARTICLE VI

A. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors of the Corporation shall be fixed from time to time exclusively by the board of directors pursuant to a resolution adopted by a majority of the Whole Board and may not be fixed by any other person(s).

B. The board of directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes: Class I, Class II, and Class III. Such classes shall be as nearly equal in number of directors as reasonably possible. Each director shall serve for a term ending on the third annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided, however, that the directors first elected or appointed to Class I shall serve for a term ending on the Corporation's first annual meeting of stockholders following the effectiveness of this Restated Certificate of Incorporation, the directors first elected or appointed to Class II shall serve for a term ending on the Corporation's second annual meeting of stockholders following the effectiveness of this Restated Certificate of Incorporation, and the directors first elected or appointed to Class III shall serve for a term ending on the Corporation's third annual meeting of stockholders following the effectiveness of this Restated Certificate of Incorporation. The board of directors is authorized to assign members of the board of directors already in office to such classes as it may determine at the time the classification of the board of directors becomes effective. The foregoing notwithstanding, each director shall serve until such director's successor shall have been duly elected and qualified, or until such director's prior death, resignation, retirement, disqualification or other removal.

C. At each annual election, directors chosen to succeed those whose terms then expire shall be of the same class as the directors they succeed unless, by reason of any intervening changes in the authorized number of directors, the board of directors shall designate one or more directorships whose term then expires as directorships of another class in order more nearly to achieve equality of number of directors among the classes.

D. Notwithstanding the rule that the three classes shall be as nearly equal in number of directors as reasonably possible, in the event of any change in the authorized number of directors, each director then continuing to serve as such shall nevertheless continue as a director of the class of which such director is a member until the expiration of such director's current term, or such director's prior death, resignation, retirement, disqualification or other removal. If any newly created directorship may, consistently with the rule that the three classes shall be as nearly equal in number of directors as reasonably possible, be allocated to more than one class, the board of directors shall allocate it to that of the available class whose term of office is due to expire at the earliest date following such allocation.

E. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the board of directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise required by law or by resolution of the board of directors, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by stockholders), and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been chosen expires or until such director's successor shall have been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

F. Advance notice of stockholder nominations for the election of directors and of business to be brought by stockholders before any meeting of the stockholders of the Corporation shall be given in the manner provided in the Bylaws.

G. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire board of directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE VII

In furtherance and not in limitation of the powers conferred by statute, the board of directors is expressly empowered to adopt, amend or repeal the Bylaws. Any adoption, amendment or repeal of the Bylaws by the board of directors shall require the approval of a majority of the Whole Board. The stockholders shall also have the power to adopt, amend or repeal the Bylaws as prescribed by law; provided, however, that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by this Restated Certificate of Incorporation (including any Preferred Stock Designation), the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of the Bylaws.

ARTICLE VIII

A director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Corporation or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174 of the GCL, or (iv) for any transaction from which the director derived any improper personal benefit. If the GCL is amended after approval by the stockholders of this Article VIII to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the Corporation shall be eliminated or limited to the fullest extent permitted by the GCL, as so amended.

The Corporation may indemnify to the fullest extent permitted by law any person made or threatened to be made a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that he, she, his or her testator or intestate is or was a director, officer, employee or agent at the request of the Corporation or any predecessor to the Corporation or serves or served at any other enterprise as a director, officer, employee or agent at the request of the Corporation or any predecessor to the Corporation.

Any repeal or modification of the foregoing provisions of this Article VIII by the stockholders of the Corporation shall not adversely affect any right or protection of a director of the Corporation existing at the time of, or increase the liability of any director of the Corporation with respect to any acts or omissions of such director occurring prior to, such repeal or modification.

ARTICLE IX

The Corporation reserves the right to amend or repeal any provision contained in this Restated Certificate of Incorporation in the manner prescribed by the laws of the State of Delaware and all rights conferred upon stockholders are granted subject to this reservation; provided, however, that, notwithstanding any other provision of this Restated Certificate of Incorporation or any provision of law that might otherwise permit a lesser vote or no vote, but in addition to any vote of the holders of any class or series of the stock of this Corporation required by law or by this Restated Certificate of Incorporation (including any Preferred Stock Designation), the affirmative vote of the holders of a majority of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to amend or repeal the provisions of this Restated Certificate of Incorporation; provided, however, that any amendment or repeal of Sections C or D or E of Article V, or any provision of Article VI, Article VII, Article VIII or this Article IX shall require the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

IN WITNESS WHEREOF, this Restated Certificate of Incorporation has been executed by a duly authorized officer of the Corporation this _____ day of _____, 2014.

Stephen From
President and Chief Executive Officer

AMENDED AND RESTATED
BYLAWS OF
EYEGATE PHARMACEUTICALS, INC.,
EFFECTIVE: , 2014

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ARTICLE I
OFFICES AND RECORDS

Section 1.1 **Delaware Office.** The registered office of the Corporation in the State of Delaware shall be located in the City of Wilmington, County of New Castle.

Section 1.2 **Other Offices.** The Corporation may have such other offices, either within or without the State of Delaware, as the Board of Directors may designate or as the business of the Corporation may from time to time require.

Section 1.3 **Books and Records.** The books and records of the Corporation may be kept at the Corporation's headquarters in Massachusetts or at such other locations outside the State of Delaware as may from time to time be designated by the Board of Directors.

ARTICLE II
STOCKHOLDERS

Section 2.1 **Annual Meeting.** The annual meeting of the stockholders of the Corporation shall be held at such date, place and/or time as may be fixed by resolution of the Board of Directors.

Section 2.2 **Special Meeting.** Special meetings of stockholders of the Corporation may be called only by the Chairman of the Board or the President or by the Board of Directors acting pursuant to a resolution adopted by a majority of the Whole Board. For purposes of these Amended and Restated Bylaws, the term "Whole Board" shall mean the total number of authorized directors whether or not there exist any vacancies in previously authorized directorships.

Section 2.3 **Place of Meeting.** The Board of Directors may designate the place of meeting for any meeting of the stockholders or the means of remote communications by which any meeting shall be held. If no designation is made by the Board of Directors, the place of meeting shall be the principal office of the Corporation.

Section 2.4 **Notice of Meeting.** Except as otherwise required by law, written, printed or electronic notice stating the place, if any, date and time of the meeting, the means of remote communications, if any, by which the stockholders and proxy holders may be deemed to be present in person and vote at such meeting, and in the case of a special meeting, the purposes for which the meeting is called shall be prepared and delivered by the Corporation not less than ten (10) days nor more than sixty (60) days before the date of the meeting, either personally, by mail, or in the case of stockholders who have consented to such delivery, by electronic transmission (as such term is defined in the General Corporation Law of the State of Delaware (the "GCL")), to each stockholder of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the U.S. mail with postage thereon prepaid, addressed to the stockholder at his address as it appears on the stock transfer books of the Corporation. Notice given by electronic transmission shall be effective (A) if by facsimile, when faxed to a number where the stockholder has consented to receive notice; (B) if by electronic mail, when mailed electronically to an electronic mail address at which the stockholder has consented to receive such notice; (C) if by posting on an electronic network together with a separate notice of such posting, upon the later to occur of (1) the posting or (2) the giving of separate notice of the posting; or (D) if by other form of electronic communication, when directed to the stockholder in the manner consented to by the stockholder. Meetings may be held without notice if all stockholders entitled to vote are present (except as otherwise provided by law), or if notice is waived by those not present. Any previously scheduled meeting of the stockholders may be postponed and (unless the Corporation's Restated Certificate of Incorporation (the "Certificate of Incorporation") otherwise provides) any special meeting of the stockholders may be cancelled, by resolution of the Board of Directors upon public notice given prior to the time previously scheduled for such meeting of stockholders.

Section 2.5 Quorum and Adjournment. Except as otherwise provided by law or by the Certificate of Incorporation, the holders of a majority of the voting power of the outstanding shares of the Corporation entitled to vote generally in the election of directors (the "Voting Stock"), represented in person or by proxy, shall constitute a quorum at a meeting of stockholders, except that when specified business is to be voted on by a class or series voting separately as a class or series, the holders of a majority of the voting power of the shares of such class or series shall constitute a quorum for the transaction of such business for the purposes of taking action on such business. If a quorum shall fail to attend any meeting, the chairman of the meeting may adjourn the meeting to another place, if any, date or time. No notice of an adjourned meeting need be given if the time, place, if any, and the means of remote communication, if any, by which stockholders and proxy holders may be deemed to be present and vote at such adjourned meeting are announced at the meeting at which the adjournment is taken; provided such adjournment is for not more than thirty (30) days and further provided that no new record date is fixed for the adjourned meeting.

Section 2.6 Proxies. At all meetings of stockholders, a stockholder may vote by proxy executed in writing by the stockholder or as may be permitted by law, or by his duly authorized attorney-in-fact. Such proxy must be filed with the Secretary of the Corporation or his representative, or otherwise delivered telephonically or electronically as set forth in the applicable proxy statement, at or before the time of the meeting.

Section 2.7 Notice of Stockholder Business and Nominations.

A. Nominations of persons for election to the Board of Directors and the proposal of business to be transacted by the stockholders may be made at an annual meeting of stockholders (1) pursuant to the Corporation's notice with respect to such meeting, (2) by or at the direction of the Board of Directors or (3) by any stockholder of record of the Corporation who was a stockholder of record at the time of the giving of the notice provided for in the following paragraph, who is entitled to vote at the meeting and who has complied with the notice procedures set forth in this Section 2.7.

B. For nominations or other business to be properly brought before an annual meeting by a stockholder pursuant to paragraph (A)(3) of this Section 2.7, (1) the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation, (2) such business must be a proper matter for stockholder action under the GCL, (3) if the stockholder, or the beneficial owner on whose behalf any such proposal or nomination is made, has provided the Corporation with a Solicitation Notice, as that term is defined in subclause (c)(iii) of this paragraph, such stockholder or beneficial owner must, in the case of a proposal, have delivered prior to the meeting a proxy statement and form of proxy to holders of at least the percentage of the Corporation's voting shares required under applicable law to carry any such proposal, or, in the case of a nomination or nominations, have delivered prior to the meeting a proxy statement and form of proxy to holders of a percentage of the Corporation's voting shares reasonably believed by such stockholder or beneficial holder to be sufficient to elect the nominee or nominees proposed to be nominated by such stockholder, and must, in either case, have included in such materials the Solicitation Notice and (4) if no Solicitation Notice relating thereto has been timely provided pursuant to this section, the stockholder or beneficial owner proposing such business or nomination must not have solicited a number of proxies sufficient to have required the delivery of such a Solicitation Notice under this section. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not less than forty-five (45) or more than seventy-five (75) days prior to the first anniversary (the "Anniversary") of the date on which the Corporation first mailed its proxy materials for the preceding year's annual meeting of stockholders; provided, however, that if no proxy materials were mailed by the Corporation in connection with the preceding year's annual meeting, or if the date of the annual meeting is advanced more than thirty (30) days prior to or delayed by more than thirty (30) days after the anniversary of the preceding year's annual meeting, notice by the stockholder to be timely must be so delivered not later than the close of business on the later of (x) the 90th day prior to such annual meeting or (y) the 10th day following the day on which public announcement of the date of such meeting is first made. Such stockholder's notice shall set forth (a) as to each person whom the stockholder proposes to nominate for election or reelection as a director all information relating to such person as would be required to be disclosed in solicitations of proxies for the election of such nominees as directors pursuant to Regulation 14A under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and such person's written consent to serve as a director if elected; (b) as to any other business that the stockholder proposes to bring before the meeting, a brief description of such business, the reasons for conducting such business at the meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and (c) as to the stockholder giving the notice and the beneficial owner, if any, on whose behalf the nomination or proposal is made (i) the name and address of such stockholder, as they appear on the Corporation's books, and of such beneficial owner, (ii) the class and number of shares of the Corporation that are owned beneficially and of record by such stockholder and such beneficial owner, and (iii) whether either such stockholder or beneficial owner intends to deliver a proxy statement and form of proxy to holders of, in the case of a proposal, at least the percentage of the Corporation's voting shares required under applicable law to carry the proposal or, in the case of a nomination or nominations, a sufficient number of holders of the Corporation's voting shares to elect such nominee or nominees (an affirmative statement of such intent, a "Solicitation Notice").

C. Notwithstanding anything in the second sentence of paragraph (B) of this Section 2.7 to the contrary, in the event that the number of directors to be elected to the Board of Directors is increased and there is no public announcement naming all of the nominees for director or specifying the size of the increased Board of Directors made by the Corporation at least fifty-five (55) days prior to the Anniversary, a stockholder's notice required by this Bylaw shall also be considered timely, but only with respect to nominees for any new positions created by such increase, if it shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the day on which such public announcement is first made by the Corporation.

D. Only persons nominated in accordance with the procedures set forth in this Section 2.7 shall be eligible to serve as directors and only such business shall be conducted at an annual meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 2.7. The chair of the meeting shall have the power and the duty to determine whether a nomination or any business proposed to be brought before the meeting has been made in accordance with the procedures set forth in these Bylaws and, if any proposed nomination or business is not in compliance with these Bylaws, to declare that such defective proposed business or nomination shall not be presented for stockholder action at the meeting and shall be disregarded.

E. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board of Directors may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board of Directors or (2) by any stockholder of record of the Corporation who is a stockholder of record at the time of giving of notice provided for in this paragraph, who shall be entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 2.7. Nominations by stockholders of persons for election to the Board of Directors may be made at such a special meeting of stockholders if the stockholder's notice required by paragraph (B) of this Section 2.7 shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the later of the 90th day prior to such special meeting or the 10th day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board of Directors to be elected at such meeting.

F. For purposes of this Section 2.7, "public announcement" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or a comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act.

G. Notwithstanding the foregoing provisions of this Section 2.7, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to matters set forth in this Section 2.7. Nothing in this Section 2.7 shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

Section 2.8 Procedure for Election of Directors. Election of directors at all meetings of the stockholders at which directors are to be elected shall be by written ballot, and, except as otherwise set forth in the Certificate of Incorporation with respect to the right of the holders of any series of Preferred Stock or any other series or class of stock to elect additional directors under specified circumstances, a plurality of the votes cast thereat shall elect directors.

Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, all matters other than the election of directors submitted to the stockholders at any meeting shall be decided by the affirmative vote of a majority of the voting power of the outstanding Voting Stock present in person or represented by proxy at the meeting and entitled to vote thereon.

Section 2.9 Inspectors of Elections. The Board of Directors by resolution may, and to the extent required by law, shall appoint one or more inspectors, which inspector or inspectors may include individuals who serve the Corporation in other capacities, including, without limitation, as officers, employees, agents or representatives of the Corporation, to act at the meeting and make a written report thereof. One or more persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate has been appointed to act, or if all inspectors or alternates who have been appointed are unable to act, at a meeting of stockholders, the chairman of the meeting may, and to the extent required by law, shall appoint one or more inspectors to act at the meeting. Each inspector, before discharging his or her duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of his or her ability. The inspectors shall have the duties prescribed by the GCL.

Section 2.10 Conduct of Meetings.

A. The President and Chief Executive Officer shall preside at all meetings of the stockholders. In the absence of the President and Chief Executive Officer, the Chairman of the Board shall preside at a meeting of the stockholders. In the absence of both the President and Chief Executive Officer and the Chairman of the Board, the Secretary shall preside at a meeting of the stockholders. In the anticipated absence of all officers designated to preside over the meetings of stockholders, the Board of Directors may designate an individual to preside over a meeting of the stockholders.

B. The chairman of the meeting shall fix and announce at the meeting the date and time of the opening and the closing of the polls for each matter upon which the stockholders will vote at a meeting. The chairman shall have the power to adjourn the meeting to another place, if any, date and time.

C. The Board of Directors may, to the extent not prohibited by law, adopt by resolution such rules and regulations for the conduct of the meeting of stockholders as it shall deem appropriate. Except to the extent inconsistent with such rules and regulations as adopted by the Board of Directors, the chairman of any meeting of stockholders shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may to the extent not prohibited by law include, without limitation, the following: (i) the establishment of an agenda or order of business for the meeting; (ii) rules and procedures for maintaining order at the meeting and the safety of those present; (iii) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as the chairman of the meeting shall determine; (iv) restrictions on entry to the meeting after the time fixed for the commencement thereof and (v) limitations on the time allotted to questions or comments by participants. Unless, and to the extent, determined by the Board of Directors or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

Section 2.11 No Consent of Stockholders in Lieu of Meeting. Subject to the rights of the holders of any series of Preferred Stock, any action required or permitted to be taken by the stockholders of the Corporation must be effected at a duly called annual or special meeting of stockholders of the Corporation and may not be effected by any consent in writing by such stockholders.

ARTICLE III
BOARD OF DIRECTORS

Section 3.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors. In addition to the powers and authority expressly conferred upon them by statute or by the Certificate of Incorporation or by these Bylaws, the directors are hereby empowered to exercise all such powers and do all such acts and things as may be exercised or done by the Corporation.

Section 3.2 Number, Tenure and Qualifications. Subject to the rights of the holders of any series of Preferred Stock to elect additional directors under specified circumstances, the number of directors shall be fixed from time to time exclusively by the Board of Directors pursuant to a resolution adopted by a majority of the Whole Board. The directors, other than those who may be elected by the holders of any series of Preferred Stock under specified circumstances, shall be divided into three classes pursuant to the Certificate of Incorporation. At each annual meeting of stockholders, directors elected to succeed those directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders after their election. The foregoing notwithstanding, each director shall serve until such director's successor shall have been duly elected and qualified, or until such director's prior death, resignation, retirement, disqualification or other removal. The Board of Directors is authorized to assign members of the Board of Directors already in office to such classes as it may determine at the time the classification of the Board of Directors becomes effective.

Section 3.3 Regular Meetings. The Board of Directors may, by resolution, provide the time and place for the holding of regular meetings of the Board of Directors. A notice of each regular meeting shall not be required.

Section 3.4 Special Meetings. Special meetings of the Board of Directors shall be called at the request of the Chairman of the Board, the Chief Executive Officer or a majority of the Board of Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place and time of the meetings, and the writing or transmission shall be filed with the minutes of proceedings of the Board of Directors.

Section 3.5 Action By Unanimous Consent of Directors. The Board of Directors may take action without the necessity of a meeting by unanimous consent of directors. Such consent may be in writing or given by electronic transmission, as such term is defined in the GCL.

Section 3.6 Notice. Notice of any special meeting shall be given to each director at his business or residence in writing, or by telegram, facsimile transmission, telephone communication or electronic transmission (provided, with respect to electronic transmission, that the director has consented to receive the form of transmission at the address to which it is directed). If mailed, such notice shall be deemed adequately delivered when deposited in the United States mails so addressed, with postage thereon prepaid, at least five (5) days before such meeting. If by telegram, such notice shall be deemed adequately delivered when the telegram is delivered to the telegraph company at least twenty-four (24) hours before such meeting. If by facsimile transmission or other electronic transmission, such notice shall be transmitted at least twenty-four (24) hours before such meeting. If by telephone, the notice shall be given at least twelve (12) hours prior to the time set for the meeting. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice of such meeting, except for amendments to these Bylaws as provided under Section 8.1 of Article VIII hereof. A meeting may be held at any time without notice if all the directors are present (except as otherwise provided by law) or if those not present waive notice of the meeting in writing or by electronic transmission, either before or after such meeting.

Section 3.7 Conference Telephone Meetings. Members of the Board of Directors, or any committee thereof, may participate in a meeting of the Board of Directors or such committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and such participation in a meeting shall constitute presence in person at such meeting.

Section 3.8 Quorum. A whole number of directors equal to at least a majority of the Whole Board shall constitute a quorum for the transaction of business, but if at any meeting of the Board of Directors there shall be less than a quorum present, a majority of the directors present may adjourn the meeting from time to time without further notice. The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 3.9 Vacancies. Subject to the rights of the holders of any series of Preferred Stock then outstanding, newly created directorships resulting from any increase in the authorized number of directors or any vacancies in the Board of Directors resulting from death, resignation, retirement, disqualification, removal from office or other cause shall, unless otherwise provided by law or by resolution of the Board of Directors, be filled only by a majority vote of the directors then in office, though less than a quorum (and not by stockholders), and directors so chosen shall hold office for a term expiring at the annual meeting of stockholders at which the term of office of the class to which they have been chosen expires or until such director's successor has been duly elected and qualified. No decrease in the authorized number of directors shall shorten the term of any incumbent director.

Section 3.10 Committees.

A. The Board of Directors may designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no committee shall have power or authority in reference to the following matters: (1) approving, adopting or recommending to stockholders any action or matter required by law to be submitted to stockholders for approval or (2) adopting, amending or repealing any bylaw.

B. Unless the Board of Directors otherwise provides, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to these Bylaws.

Section 3.11 Removal. Subject to the rights of the holders of any series of Preferred Stock then outstanding, any director, or the entire Board of Directors, may be removed from office at any time, but only for cause and only by the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class.

ARTICLE IV
OFFICERS

Section 4.1 Elected Officers. The elected officers of the Corporation shall be a Chairman of the Board, a President, a Secretary, a Treasurer, and such other officers as the Board of Directors from time to time may deem proper. The Chairman of the Board shall be chosen from the directors. All officers chosen by the Board of Directors shall each have such powers and duties as generally pertain to their respective offices, subject to the specific provisions of this Article IV. Such officers shall also have powers and duties as from time to time may be conferred by the Board of Directors or by any committee thereof.

Section 4.2 Election and Term of Office. The elected officers of the Corporation shall be elected annually by the Board of Directors at the regular meeting of the Board of Directors held after each annual meeting of the stockholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Subject to Section 4.7 of these Bylaws, each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign.

Section 4.3 Chairman of the Board. The Chairman of the Board shall preside at all meetings of the Board of Directors.

Section 4.4 President and Chief Executive Officer. The President and Chief Executive Officer shall be the general manager of the Corporation, subject to the control of the Board of Directors, and as such shall, subject to Section 2.10(A) hereof, preside at all meetings of stockholders, shall have general supervision of the affairs of the Corporation, shall sign or countersign or authorize another officer to sign all certificates, contracts, and other instruments of the Corporation as authorized by the Board of Directors, shall make reports to the Board of Directors and stockholders, and shall perform all such other duties as are incident to such office or are properly required by the Board of Directors. If the Board of Directors creates the office of Chief Executive Officer as a separate office from President, the President shall be the chief operating officer of the corporation and shall be subject to the general supervision, direction, and control of the Chief Executive Officer unless the Board of Directors provides otherwise.

Section 4.5 Secretary. The Secretary shall give, or cause to be given, notice of all meetings of stockholders and directors and all other notices required by law or by these Bylaws, and in case of his absence or refusal or neglect so to do, any such notice may be given by any person thereunto directed by the Chairman of the Board or the President, or by the Board of Directors, upon whose request the meeting is called as provided in these Bylaws. The Secretary shall record all the proceedings of the meetings of the Board of Directors, any committees thereof and the stockholders of the Corporation in a book to be kept for that purpose, and shall perform such other duties as may be assigned to the Secretary by the Board of Directors, the Chairman of the Board or the President. The Secretary shall have custody of the seal of the Corporation and shall affix the same to all instruments requiring it, when authorized by the Board of Directors, the Chairman of the Board or the President, and attest to the same.

Section 4.6 Treasurer. The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate receipts and disbursements in books belonging to the Corporation. The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the Board of Directors the Chairman of the Board, or the President, taking proper vouchers for such disbursements. The Treasurer shall render to the Chairman of the Board, the President and the Board of Directors, whenever requested, an account of all his transactions as Treasurer and of the financial condition of the Corporation. If required by the Board of Directors, the Treasurer shall give the Corporation a bond for the faithful discharge of his duties in such amount and with such surety as the Board of Directors shall prescribe.

Section 4.7 Removal. Any officer elected by the Board of Directors may be removed by the Board of Directors at any time, with or without cause. No elected officer shall have any contractual rights against the Corporation for compensation by virtue of such election beyond the date of the election of his successor, his death, his resignation or his removal, whichever event shall first occur, except as otherwise provided in an employment contract or an employee plan.

Section 4.8 Vacancies. A newly created office and a vacancy in any office because of death, resignation, or removal may be filled by the Board of Directors for the unexpired portion of the term at any meeting of the Board of Directors.

ARTICLE V
STOCK CERTIFICATES AND TRANSFERS

Section 5.1 Stock Certificates and Transfers.

A. Unless the Board of Directors has determined by resolution that some or all of any or all classes or series of stock shall be uncertificated shares, the interest of each stockholder of the Corporation shall be evidenced by certificates for shares of stock in such form as the appropriate officers of the Corporation may from time to time prescribe. The shares of the stock of the Corporation shall be transferred on the books of the Corporation by the holder thereof in person or by his attorney, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, and with such proof of the authenticity of the signature as the Corporation or its agents may reasonably require.

B. Every holder of stock represented by certificates shall be entitled to have a certificate signed, countersigned and registered in such manner as the Board of Directors may by resolution prescribe, which resolution may permit all or any of the signatures on such certificates to be in facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate has ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if he were such officer, transfer agent or registrar at the date of issue.

ARTICLE VI
INDEMNIFICATION

Section 6.1 Right to Indemnification. Each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a "proceeding"), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee, trustee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan (hereinafter an "indemnitee"), where the basis of such proceeding is alleged action in an official capacity as a director, officer, employee, trustee or agent or in any other capacity while serving as a director, officer, trustee or agent, shall be indemnified and held harmless by the Corporation to the fullest extent authorized by the GCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than permitted prior thereto), against all expense, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes or penalties and amounts paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith and such indemnification shall continue as to an indemnitee who has ceased to be a director, officer, employee, trustee or agent and shall inure to the benefit of the indemnitee's heirs, executors and administrators; provided, however, that, except as provided in Section 6.3 hereof with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify any such indemnitee in connection with a proceeding (or part thereof) initiated by such indemnitee only if such proceeding (or part thereof) was authorized by the Board of Directors of the Corporation.

Section 6.2 Right to Advancement of Expenses. The right to indemnification conferred in Section 6.1 shall include the right to be paid by the Corporation the expenses (including attorney's fees) incurred in defending any proceeding for which such right to indemnification is applicable in advance of its final disposition (hereinafter an "advancement of expenses"); provided, however, that, if the GCL requires, an advancement of expenses incurred by an indemnitee in his or her capacity as a director or officer (and not in any other capacity in which service was or is rendered by such indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon delivery to the Corporation of an undertaking (hereinafter an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it shall ultimately be determined by final judicial decision from which there is no further right to appeal (hereinafter a "final adjudication") that such indemnitee is not entitled to be indemnified for such expenses under this Section or otherwise.

Section 6.3 Right of Indemnitee to Bring Suit. The rights to indemnification and to the advancement of expenses conferred in Section 6.1 and Section 6.2, respectively, shall be contract rights. If a claim under Section 6.1 or Section 6.2 is not paid in full by the Corporation within sixty days after a written claim has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be twenty days, the indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the indemnitee shall be entitled to be paid also the expense of prosecuting or defending such suit. In (A) any suit brought by the indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by the indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (B) in any suit by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking the Corporation shall be entitled to recover such expenses upon a final adjudication that, the indemnitee has not met any applicable standard for indemnification set forth in the GCL. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the indemnitee is proper in the circumstances because the indemnitee has met the applicable standard of conduct set forth in the GCL, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its stockholders) that the indemnitee has not met such applicable standard of conduct, shall create a presumption that the indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the indemnitee, be a defense to such suit. In any suit brought by the indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Section or otherwise shall be on the Corporation.

Section 6.4 Non-Exclusivity of Rights. The rights to indemnification and to the advancement of expenses conferred in this Article VI shall not be exclusive of any other right which any person may have or hereafter acquire under the Certificate of Incorporation, these Amended and Restated Bylaws, or any statute, agreement, vote of stockholders or disinterested directors or otherwise.

Section 6.5 Insurance. The Corporation may maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Corporation or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the GCL.

Section 6.6 Amendment of Rights. Any amendment, alteration or repeal of this Article VI that adversely affects any right of an indemnitee or its successors shall be prospective only and shall not limit or eliminate any such right with respect to any proceeding involving any occurrence or alleged occurrence of any action or omission to act that took place prior to such amendment or repeal.

Section 6.7 Indemnification of Employees and Agents of the Corporation. The Corporation may, to the extent authorized from time to time by the Board of Directors, grant rights to indemnification, and to the advancement of expenses, to any employee or agent of the Corporation to the fullest extent of the provisions of this Section with respect to the indemnification and advancement of expenses of directors and officers of the Corporation.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the thirty-first day of December of each year.

Section 7.2 Dividends. The Board of Directors may from time to time declare, and the Corporation may pay, dividends on its outstanding shares in the manner and upon the terms and conditions provided by law and its Certificate of Incorporation.

Section 7.3 Seal. The corporate seal shall have inscribed the name of the Corporation thereon and shall be in such form as may be approved from time to time by the Board of Directors.

Section 7.4 Waiver of Notice. Whenever any notice is required to be given to any stockholder or director of the Corporation under the provisions of the GCL, the Certificate of Incorporation or the Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, or a waiver by electronic transmission, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any annual or special meeting of the stockholders or the Board of Directors need be specified in any waiver of notice of such meeting. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Section 7.5 Audits. The accounts, books and records of the Corporation shall be audited upon the conclusion of each fiscal year by an independent certified public accountant selected by the Board of Directors, and it shall be the duty of the Board of Directors to cause such audit to be made annually.

Section 7.6 Resignations. Any director or any officer, whether elected or appointed, may resign at any time by serving written notice of such resignation on the Chairman of the Board, the Chief Executive Officer or the Secretary, or by submitting such resignation by electronic transmission (as such term is defined in the GCL), and such resignation shall be deemed to be effective as of the close of business on the date said notice is received by the Chairman of the Board, the Chief Executive Officer, or the Secretary or at such later date as is stated therein. No formal action shall be required of the Board of Directors or the stockholders to make any such resignation effective.

Section 7.7 Contracts. Except as otherwise required by law, the Certificate of Incorporation or these Bylaws, any contracts or other instruments may be executed and delivered in the name and on the behalf of the Corporation by such officer or officers of the Corporation as the Board of Directors may from time to time direct. Such authority may be general or confined to specific instances as the Board of Directors may determine. The Chairman of the Board, the Chief Executive Officer, the President or any Vice President may execute bonds, contracts, deeds, leases and other instruments to be made or executed for or on behalf of the Corporation. Subject to any restrictions imposed by the Board of Directors or the Chairman of the Board, the Chief Executive Officer, the President or any Vice President of the Corporation may delegate contractual powers to others under his jurisdiction, it being understood, however, that any such delegation of power shall not relieve such officer of responsibility with respect to the exercise of such delegated power.

Section 7.8 Proxies. Unless otherwise provided by resolution adopted by the Board of Directors, the Chairman of the Board, the Chief Executive Officer, the President or any Vice President may from time to time appoint any attorney or attorneys or agent or agents of the Corporation, in the name and on behalf of the Corporation, to cast the votes which the Corporation may be entitled to cast as the holder of stock or other securities in any other corporation or other entity, any of whose stock or other securities may be held by the Corporation, at meetings of the holders of the stock and other securities of such other corporation or other entity, or to consent in writing, in the name of the Corporation as such holder, to any action by such other corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consent, and may execute or cause to be executed in the name and on behalf of the Corporation and under its corporate seal or otherwise, all such written proxies or other instruments as he may deem necessary or proper in the premises.

ARTICLE VIII
AMENDMENTS

Section 8.1 Amendments. Subject to the provisions of the Certificate of Incorporation (including the rights of the holders of any series of Preferred Stock then outstanding), these Bylaws may be adopted, amended or repealed at any meeting of the Board of Directors by a resolution adopted by a majority of the Whole Board, provided notice of the proposed change was given in the notice of the meeting in a notice given no less than twenty-four (24) hours prior to the meeting. Subject to the provisions of the Certificate of Incorporation (including the rights of the holders of any series of Preferred Stock then outstanding), the stockholders shall also have power to adopt, amend or repeal these Bylaws, provided that notice of the proposed change was given in the notice of the meeting and provided further that, in addition to any vote of the holders of any class or series of stock of the Corporation required by law or by the Certificate of Incorporation (including the rights of the holders of any series of Preferred Stock then outstanding), the affirmative vote of the holders of at least two-thirds of the voting power of all of the then-outstanding shares of the capital stock of the Corporation entitled to vote generally in the election of directors, voting together as a single class, shall be required to adopt, amend or repeal any provision of these Bylaws.

EYEGATE PHARMACEUTICALS, INC.

2005 EQUITY INCENTIVE PLAN

1. Purpose

This Plan is intended to encourage ownership of Common Stock by employees, consultants and directors of the Company and its Affiliates and to provide additional incentive for them to promote the success of the Company's business. The Plan is intended to be an incentive stock option plan within the meaning of Section 422 of the Code but not all Awards granted hereunder are required to be Incentive Options.

2. Definitions

As used in the Plan the following terms shall have the respective meanings set out below, unless the context clearly requires otherwise:

2.1. Accelerate, Accelerated, and Acceleration, when used with respect to an Option, means that as of the time of reference such Option will become exercisable with respect to some or all of the shares of Common Stock for which it was not then otherwise exercisable by its terms, and, when used with respect to Restricted Stock, means that the Risk of Forfeiture otherwise applicable to such Common Stock shall expire with respect to some or all of the shares of Restricted Stock then still otherwise subject to the Risk of Forfeiture.

2.2. Acquiring Person means, with respect to any Transaction or any acquisition described in clause (ii) of the definition of Change of Control, the surviving or acquiring person or entity in connection with such Transaction or acquisition, as the case may be, provided that if such surviving or acquiring person or entity is controlled, directly or indirectly, by an Ultimate Parent Entity, then the term "Acquiring Person" shall mean such Ultimate Parent Entity.

2.3. Affiliate means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with the first person or entity.

2.4. Applicable Voting Control Percentage means (i) at any time prior to the initial public offering of the Company, a percentage greater than fifty percent (50%) and (ii) at any time from and after the initial public offering of the Company, a percentage equal to or greater than twenty percent (20%).

2.5. Award means any grant or sale pursuant to the Plan of Options, Restricted Stock, or Stock Grants.

2.6. Award Agreement means an agreement between the Company and the recipient of an Award, setting forth the terms and conditions of the Award.

2.7. Beneficial Ownership has the meaning ascribed to such term in Rule 13d-3, or any successor rule thereto, promulgated by the Securities and Exchange Commission pursuant to the Exchange Act.

2.8. Board means the Company's Board of Directors.

2.9. Change of Control means (i) the closing of any Sale of the Company Transaction or (ii) the direct or indirect acquisition, in a single transaction or a series of related transactions, by any person or Group (other than the Company or a Controlled Affiliate of the Company) of Beneficial Ownership of previously outstanding shares of capital stock of the Company if (A) immediately after such acquisition, such person or Group, together with their respective Affiliates, shall own or hold shares of capital stock of the Company possessing at least the Applicable Voting Control Percentage of the total voting power of the outstanding capital stock of the Company and (B) immediately prior to such acquisition, such person or Group, together with their respective Affiliates, did not own or hold shares of capital stock of the Company possessing at least the Applicable Voting Control Percentage of the total voting power of the outstanding capital stock of the Company. Notwithstanding the foregoing provisions of this definition, any acquisition that meets the criteria of clause (ii) above in this definition shall nevertheless not be deemed or treated for any and all purposes of this Plan as a Change of Control if, within thirty days after the Company is notified or first becomes aware of such acquisition, whichever is earlier, a majority of the members of the Board as constituted immediately prior to such acquisition vote (or consent in writing) to treat such acquisition as if it were not a Change of Control.

2.10. Code means the Internal Revenue Code of 1986, as amended from time to time, or any successor statute thereto, and any regulations issued from time to time thereunder.

2.11. Controlled Affiliate means, with respect to any person or entity, any other person or entity that is controlled by such person or entity.

2.12. Committee means any committee of the Board delegated responsibility by the Board for the administration of the Plan, as provided in Section 5 of the Plan. For any period during which no such committee is in existence, "Committee" shall mean the Board and all authority and responsibility assigned the Committee under the Plan shall be exercised, if at all, by the Board.

2.13. Common Stock means common stock, par value \$0.01 per share, of the Company.

2.14. Company means Eyegate Pharmaceuticals, Inc., a corporation organized under the laws of the State of Delaware.

2.15. Grant Date means the date as of which an Option is granted, as determined under Section 7.1(a).

- 2.16. Group has the meaning ascribed to such term in Section 13(d)(3) of the Exchange Act or any successor section thereto.
- 2.17. Incentive Option means an Option which by its terms is to be treated as an “incentive stock option” within the meaning of Section 422 of the Code.
- 2.18. Market Value means the value of a share of Common Stock on any date as determined by the Committee.
- 2.19. Nonstatutory Option means any Option that is not an Incentive Option.
- 2.20. Option means an option to purchase shares of Common Stock.
- 2.21. Optionee means a Participant to whom an Option shall have been granted under the Plan.
- 2.22. Participant means any holder of an outstanding Award under the Plan.
- 2.23. Plan means this 2005 Equity Incentive Plan of the Company, as amended and in effect from time to time.
- 2.24. Restricted Stock means a grant or sale of shares of Common Stock to a Participant subject to a Risk of Forfeiture.
- 2.25. Restriction Period means the period of time, established by the Committee in connection with an Award of Restricted Stock, during which the shares of Restricted Stock are subject to a Risk of Forfeiture described in the applicable Award Agreement.
- 2.26. Risk of Forfeiture means a limitation on the right of a Participant to retain an Award of Restricted Stock, including a right in the Company to reacquire such Restricted Stock at less than their then Market Value, arising because of the occurrence or non-occurrence of specified events or conditions.
- 2.27. Sale of the Company Transaction means any Transaction in which the stockholders of the Company immediately prior to such Transaction, together with any and all of such stockholders’ Affiliates, do not own or hold, immediately after consummation of such Transaction, shares of capital stock of the Acquiring Person in connection with such Transaction possessing at least a majority of the total voting power of the outstanding capital stock of such Acquiring Person.
- 2.28. Securities Act means the Securities Act of 1933, as amended.
- 2.29. Stock Grant means the grant of shares of Common Stock not subject to restrictions or other forfeiture conditions.

2.30. Stockholder Agreement means one agreement, or, collectively, two or more agreements, by and between the Company and one or more stockholders of the Company setting forth, among other provisions, (i) restrictions upon the right of such stockholder or stockholders to transfer shares of capital stock of the Company owned or held by such stockholder or stockholders or (ii) restrictions on the exercise by such stockholder or stockholders of rights appurtenant to any shares of capital stock of the Company owned or held by such stockholder or stockholders (including, but not limited to, restrictions on voting rights) .

2.31. Ten Percent Owner means a person who owns, or is deemed within the meaning of Section 422(b)(6) of the Code to own, stock possessing more than 10% of the total combined voting power of all classes of stock of the Company (or any parent or subsidiary corporations of the Company, as defined in Section 424(e) and (f), respectively, of the Code). Whether a person is a Ten Percent Owner shall be determined with respect to each Option based on the facts existing immediately prior to the Grant Date of such Option.

2.32. Transaction means any merger or consolidation of the Company with or into another person or entity or the sale or transfer of all or substantially all of the assets of the Company, in each case in a single transaction or in a series of related transactions.

2.33. Ultimate Parent Entity means, with respect to any entity or person that is not an individual, any other entity or person that (i) is also not an individual, (ii) that controls, directly or indirectly, such entity or person and (iii) is not itself controlled, directly or indirectly, by an entity or person that is not an individual.

3. Term of the Plan

Unless the Plan shall have been earlier terminated by the Board, Awards may be granted under this Plan at any time in the period commencing on the effective date of approval of the Plan by the Board and ending immediately prior to the tenth anniversary of the earlier of the adoption of the Plan by the Board or approval of the Plan by the Company's stockholders. Awards granted pursuant to the Plan within such period shall not expire solely by reason of the termination of the Plan. Awards of Incentive Options granted prior to stockholder approval of the Plan are hereby expressly conditioned upon such approval, but in the event of the failure of the stockholders to approve the Plan shall thereafter and for all purposes be deemed to constitute Nonstatutory Options.

4. Stock Subject to the Plan

At no time shall the number of shares of Common Stock issued pursuant to or subject to outstanding Awards granted under the Plan (including, without limitation, pursuant to Incentive Options) exceed nine million seven hundred eight-five thousand six hundred seventeen (9,785,617) shares of Common Stock; *subject, however*, to the provisions of Section 8 of the Plan. For purposes of applying the foregoing limitation, (a) if any Option expires, terminates, or is cancelled for any reason without having been exercised in full, or if any Award of Restricted Stock is forfeited by the recipient, the shares not purchased by the Optionee or forfeited by the recipient shall again be available for Awards thereafter to be granted under the Plan, and (b) if any Option is exercised by delivering previously owned shares in payment of the exercise price therefor, only the net number of shares, that is, the number of shares issued minus the number received by the Company in payment of the exercise price, shall be considered to have been issued pursuant to an Award granted under the Plan. Shares of Common Stock issued pursuant to the Plan may be either authorized but unissued shares or shares held by the Company in its treasury.

5. Administration

The Plan shall be administered by the Committee; *provided, however*, that at any time and on any one or more occasions the Board may itself exercise any of the powers and responsibilities assigned the Committee under the Plan and when so acting shall have the benefit of all of the provisions of the Plan pertaining to the Committee's exercise of its authorities hereunder; *and provided further* that the Committee may delegate to an executive officer or officers the authority to grant Awards hereunder to employees who are not officers, and to consultants, in accordance with such guidelines as the Committee shall set forth at any time or from time to time. Subject to the provisions of the Plan, the Committee shall have complete authority, in its discretion, to make or to select the manner of making all determinations with respect to each Award to be granted by the Company under the Plan in addition to any other determination allowed the Committee under the Plan including, without limitation: (a) the employee, consultant or director to receive the Award; (b) the form of Award; (c) whether an Option (if granted to an employee) will be an Incentive Option or a Nonstatutory Option; (d) the time of granting an Award; (e) the number of shares subject to an Award; (f) the exercise price of an Option or purchase price for shares of Restricted Stock or for a Stock Grant and the method of payment of such exercise price or such purchase price; (g) the term of an Option; (h) the vesting period of shares of Restricted Stock and any acceleration thereof; (i) the exercise date or dates of an Option and any acceleration thereof; and (j) the effect of termination of any employment, consulting or Board member relationship with the Company or any of its Affiliates on the subsequent exercisability of an Option or on the Risk of Forfeiture of Restricted Stock. In making such determinations, the Committee may take into account the nature of the services rendered by the respective employees, consultants and directors, their present and potential contributions to the success of the Company and its Affiliates, and such other factors as the Committee in its discretion shall deem relevant. Subject to the provisions of the Plan, the Committee shall also have complete authority to interpret the Plan, to prescribe, amend and rescind rules and regulations relating to it, to determine the terms and provisions of the respective Award Agreements (which need not be identical), and to make all other determinations necessary or advisable for the administration of the Plan. The Committee's determinations made in good faith on matters referred to in this Plan shall be final, binding and conclusive on all persons having or claiming any interest under the Plan or an Award made pursuant hereto.

6. Authorization and Eligibility

The Committee may grant from time to time and at any time prior to the termination of the Plan one or more Awards, either alone or in combination with any other Awards, to any employee of or consultant to one or more of the Company and its Affiliates or to any non-employee member of the Board or of any board of directors (or similar governing authority) of any Affiliate. However, only employees of the Company, and of any parent or subsidiary corporations of the Company, as defined in Sections 424(e) and (f), respectively, of the Code, shall be eligible for the grant of an Incentive Option. Further, in no event shall the number of shares of Common Stock covered by Options or other Awards granted to any one person in any one calendar year (or portion of a year) ending after such date exceed 50% of the aggregate number of shares of Common Stock subject to the Plan.

Each grant of an Award shall be subject to all applicable terms and conditions of the Plan (including but not limited to any specific terms and conditions applicable to that type of Award set out in the following Section), and such other terms and conditions, not inconsistent with the terms of the Plan, as the Committee may prescribe. No prospective Participant shall have any rights with respect to an Award, unless and until such Participant has executed an agreement evidencing the Award, delivered a fully executed copy thereof to the Company, and otherwise complied with the applicable terms and conditions of such Award.

7. Specific Terms of Awards

7.1. Options.

(a) **Date of Grant.** The granting of an Option shall take place at the time specified in the Award Agreement. Only if expressly so provided in the applicable Award Agreement shall the Grant Date be the date on which the Award Agreement shall have been duly executed and delivered by the Company and the Optionee.

(b) **Exercise Price.** The price at which shares of Common Stock may be acquired under each Incentive Option shall be not less than 100% of the Market Value of Common Stock on the Grant Date, or not less than 110% of the Market Value of Common Stock on the Grant Date if the Optionee is a Ten Percent Owner. The price at which shares may be acquired under each Nonstatutory Option shall not be so limited solely by reason of this Section.

(c) **Option Period.** No Incentive Option may be exercised on or after the tenth anniversary of the Grant Date, or on or after the fifth anniversary of the Grant Date if the Optionee is a Ten Percent Owner. The Option period under each Nonstatutory Option shall not be so limited solely by reason of this Section.

(d) **Exercisability.** An Option may be immediately exercisable or become exercisable in such installments, cumulative or non-cumulative, as the Committee may determine. In the case of an Option not otherwise immediately exercisable in full, the Committee may Accelerate such Option in whole or in part at any time; *provided, however*, that in the case of an Incentive Option, any such Acceleration of such Incentive Option would not cause such Incentive Option to fail to comply with the provisions of Section 422 of the Code or the Optionee consents to such Acceleration.

(e) Effect of Termination of Employment, Consulting or Board Member Relationship. Unless the Committee shall provide otherwise with respect to any Option, if the Optionee's employment, consulting or Board member relationship with the Company and its Affiliates ends for any reason, including because an entity with which the Optionee has an employment, consulting or Board member relationship ceases to be an Affiliate of the Company, any outstanding Option held by the Optionee shall cease to be exercisable in any respect not later than ninety (90) days following that event and, for the period it remains exercisable following that event, shall be exercisable only to the extent exercisable at the date of that event. Military or sick leave or other bona fide leave shall not be deemed a termination of employment, *provided* that it does not exceed the longer of ninety (90) days or the period during which the absent Optionee's reemployment rights, if any, are guaranteed by statute or by contract.

(f) Transferability. Except as otherwise provided in this subsection (f), Options shall not be transferable, and no Option or interest therein may be sold, transferred, pledged, assigned, or otherwise alienated or hypothecated, other than by will or by the laws of descent and distribution. Except as otherwise provided in this subsection (f), all of a Participant's rights in any Option may be exercised during the life of the Participant only by the Participant or the Participant's legal representative. However, the Committee may, at or after the grant of a Nonstatutory Option, provide that such Option may be transferred by the recipient to a family member; *provided, however,* that any such transfer is without payment of any consideration whatsoever and that no transfer of an Option shall be valid unless first approved by the Committee, acting in its sole discretion. For this purpose, "family member" means any child, stepchild, grandchild, parent, stepparent, spouse, former spouse, sibling, niece, nephew, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including adoptive relationships, any person sharing the Participant's household (other than a tenant or employee), a trust in which the foregoing persons have more than fifty (50) percent of the beneficial interests, a foundation in which the foregoing persons (or the Participant) control the management of assets, and any other entity in which these persons (or the Participant) own more than fifty (50) percent of the voting interests.

(g) Method of Exercise. An Option may be exercised by the Optionee giving written notice, in the manner provided in Section 15, specifying the number of shares of Common Stock with respect to which the Option is then being exercised. The notice shall be accompanied by payment in the form of cash or check payable to the order of the Company in an amount equal to the exercise price of the shares of Common Stock to be purchased or, subject in each instance to the Committee's approval, acting in its sole discretion and to such conditions, if any, as the Committee may deem necessary to avoid adverse accounting effects to the Company, by delivery to the Company of (i) shares of Common Stock having a Market Value equal to the exercise price of the shares to be purchased, or (ii) the Optionee's executed promissory note in the principal amount equal to the exercise price of the shares to be purchased and otherwise in such form as the Committee shall have approved. Receipt by the Company of such notice and payment in any authorized or combination of authorized means shall constitute the exercise of the Option. Within thirty (30) days thereafter but subject to the remaining provisions of the Plan, the Company shall deliver or cause to be delivered to the Optionee or his agent a certificate or certificates for the number of shares then being purchased. Such shares shall be fully paid and nonassessable. Notwithstanding any of the foregoing provisions in this subsection (g) to the contrary, (A) no Option shall be considered to have been exercised unless and until all of the provisions governing such exercise specified in the Plan and in the relevant Award Agreement shall have been duly complied with; and (B) the obligation of the Company to issue any shares upon exercise of an Option is subject to the provisions of Section 9.1 hereof and to compliance by the Optionee with all of the provisions of the Plan and the relevant Award Agreement.

(h) Limit on Incentive Option Characterization. An Incentive Option shall be considered to be an Incentive Option only to the extent that the number of shares of Common Stock for which the Option first becomes exercisable in a calendar year do not have an aggregate Market Value (as of the date of the grant of the Option) in excess of the "current limit". The current limit for any Optionee for any calendar year shall be \$100,000 *minus* the aggregate Market Value at the date of grant of the number of shares of Common Stock available for purchase for the first time in the same year under each other Incentive Option previously granted to the Optionee under the Plan, and under each other incentive stock option previously granted to the Optionee under any other incentive stock option plan of the Company and its Affiliates, after December 31, 1986. Any shares of Common Stock which would cause the foregoing limit to be violated shall be deemed to have been granted under a separate Nonstatutory Option, otherwise identical in its terms to those of the Incentive Option.

(i) Notification of Disposition. Each person exercising any Incentive Option granted under the Plan shall be deemed to have covenanted with the Company to report to the Company any disposition of such shares prior to the expiration of the holding periods specified by Section 422(a)(1) of the Code and, if and to the extent that the realization of income in such a disposition imposes upon the Company federal, state, local or other withholding tax requirements, or any such withholding is required to secure for the Company an otherwise available tax deduction, to remit to the Company an amount in cash sufficient to satisfy those requirements.

(j) Rights Pending Exercise. No person holding an Option shall be deemed for any purpose to be a stockholder of the Company with respect to any of the shares of Common Stock issuable pursuant to his Option, except to the extent that the Option shall have been exercised with respect thereto and, in addition, a certificate shall have been issued therefor and delivered to such holder or his agent.

7.2. Restricted Stock.

(a) Purchase Price. Shares of Restricted Stock shall be issued under the Plan for such consideration, in cash, other property or services, or any combination thereof, as is determined by the Committee.

(b) Issuance of Certificates. Subject to subsection (c) below, each Participant receiving an Award of Restricted Stock shall be issued a stock certificate in respect of such shares of Restricted Stock. Such certificate shall be registered in the name of such Participant, and, if applicable, shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award substantially in the following form:

The transferability of this certificate and the shares represented by this certificate are subject to the terms and conditions of Eyegate Pharmaceuticals, Inc. 2005 Equity Incentive Plan and an Award Agreement entered into by the registered owner and Eyegate Pharmaceuticals, Inc. Copies of such Plan and Agreement are on file in the offices of Eyegate Pharmaceuticals, Inc.

(c) Escrow of Shares. The Committee may require that the stock certificates evidencing shares of Restricted Stock be held in custody by a designated escrow agent (which may but need not be the Company) until the restrictions thereon shall have lapsed, and that the Participant deliver a stock power, endorsed in blank, relating to the Common Stock covered by such Award.

(d) Restrictions and Restriction Period. During the Restriction Period applicable to shares of Restricted Stock, such shares shall be subject to limitations on transferability and a Risk of Forfeiture arising on the basis of such conditions related to the performance of services, Company or Affiliate performance or otherwise as the Committee may determine and provide for in the applicable Award Agreement. Any such Risk of Forfeiture may be waived or terminated, or the Restriction Period shortened, at any time by the Committee on such basis as it deems appropriate.

(e) Rights Pending Lapse of Risk of Forfeiture or Forfeiture of Award. Except as otherwise provided in the Plan or the applicable Award Agreement, at all times prior to lapse of any Risk of Forfeiture applicable to, or forfeiture of, an Award of Restricted Stock, the Participant shall have all of the rights of a stockholder of the Company, including the right to vote the shares of Restricted Stock.

(f) Effect of Termination of Employment, Consulting or Board Member Relationship. Unless otherwise determined by the Committee at or after grant and subject to the applicable provisions of the Award Agreement, if a Participant's employment, consulting or Board member relationship with the Company and its Affiliates ends for any reason during the Restriction Period, including because an entity with which the Participant has an employment, consulting or Board member relationship ceases to be an Affiliate of the Company, all shares of Restricted Stock still subject to Risk of Forfeiture shall be forfeited or otherwise subject to return to or repurchase by the Company on the terms specified in the Award Agreement; *provided, however*, that military or sick leave or other bona fide leave shall not be deemed a termination of employment, if it does not exceed the longer of ninety (90) days or the period during which the absent Participant's reemployment rights, if any, are guaranteed by statute or by contract.

(g) Lapse of Restrictions. If and when the Restriction Period expires without a prior forfeiture of the Restricted Stock, the certificates for such shares shall be delivered to the Participant promptly if not theretofore so delivered.

7.3. Stock Grants.

(a) In General. Stock Grants shall be issued for such consideration, in cash, other property or services, or any combination thereof, as is determined by the Committee. Without limiting the generality of the foregoing, Stock Grants may be awarded in such circumstances as the Committee deems appropriate, including without limitation in recognition of significant contributions to the success of the Company or its Affiliates or in lieu of compensation otherwise already due. Stock Grants shall be made without forfeiture conditions of any kind.

(b) Issuance of Certificates. Each Participant receiving a Stock Grant shall be issued a stock certificate in respect of such Stock Grant. Such certificate shall be registered in the name of such Participant, and, if applicable, shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Award substantially in the following form:

The transferability of this certificate and the shares represented by this certificate are subject to the terms and conditions of Eyegate Pharmaceuticals, Inc. 2005 Equity Incentive Plan. A copy of such Plan is on file in the offices of Eyegate Pharmaceuticals, Inc.

7.4. Awards to Participants Outside the United States. The Committee may modify the terms of any Award under the Plan granted to a Participant who is, at the time of grant or during the term of the Award, resident or primarily employed outside of the United States in any manner deemed by the Committee to be necessary or appropriate in order that such Award shall conform to laws, regulations, and customs of the country in which the Participant is then resident or primarily employed, or so that the value and other benefits of the Award to the Participant, as affected by foreign tax laws and other restrictions applicable as a result of the Participant's residence or employment abroad, shall be comparable to the value of such an Award to a Participant who is resident or primarily employed in the United States. An Award may be modified under this Section 7.4 in a manner that is inconsistent with the express terms of the Plan, so long as such modifications will not contravene any applicable law or regulation.

8. Adjustment Provisions

8.1. Adjustment for Corporate Actions. All of the share numbers set forth in the Plan reflect the capital structure of the Company as of [October __], 2005 (after giving effect to the 1-for-3 reverse stock split of Common Stock that became effective on such date). Subject to the provisions of Section 8.2, if subsequent to such date the outstanding shares of Common Stock (or any other securities covered by the Plan by reason of the prior application of this Section) are increased, decreased, or exchanged for a different number or kind of shares or other securities, or if additional shares or new or different shares or other securities are distributed with respect to such shares of Common Stock or other securities, through merger, consolidation, sale of all or substantially all the property of the Company, reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split, or other distribution with respect to such shares of Common Stock, or other securities, an appropriate and proportionate adjustment will be made in (i) the maximum numbers and kinds of shares provided in Section 4, (ii) the numbers and kinds of shares or other securities subject to the then outstanding Awards, (iii) the exercise price for each share or other unit of any other securities subject to then outstanding Options (without change in the aggregate purchase price as to which such Options remain exercisable), and (iv) the repurchase price of each share of Restricted Stock then subject to a Risk of Forfeiture in the form of a Company repurchase right.

8.2. Change of Control. Subject to the applicable provisions of the Award Agreement, in the event of a Change of Control, the Committee shall have the discretion, exercisable in advance of, at the time of, or (except to the extent otherwise provided below) at any time after, the Change of Control, to provide for any or all of the following (subject to and upon such terms as the Committee may deem appropriate): (A) the Acceleration, in whole or in part, of any or all outstanding Options (including Options that are assumed or replaced pursuant to clause (C) below) that are not exercisable in full at the time the Change of Control, such Acceleration to become effective at the time of the Change of Control, or at such time following the Change of Control that the employment, consulting or Board member relationship of the applicable Optionee or Optionees with the Company and its Affiliates terminates, or at such other time or times as the Committee shall determine; (B) the termination of any or all of the Company's repurchase rights with respect to Restricted Stock Awards, such termination to become effective at the time of the Change of Control, or at such time following the Change of Control that the employment, consulting or Board member relationship with the Company and its Affiliates of the Participant or Participants that hold such Restricted Stock Awards terminates, or at such other time or times as the Committee shall determine; (C) the assumption of outstanding Options, or the substitution of outstanding Options with equivalent options, by the acquiring or succeeding corporation or entity (or an affiliate thereof); or (D) the termination of all Options (other than Options that are assumed or substituted pursuant to clause (C) above) that remain outstanding at the time of the consummation of the Change of Control, *provided that*, the Committee shall have made the determination to effect such termination prior to the consummation of the Change of Control and the Committee shall have given, or caused to be given, to all Optionees written notice of such potential termination at least five business days prior to the consummation of the Change of Control, and *provided, further, that*, if the Committee shall have determined in its sole and absolute discretion that the Corporation make payment or provide consideration to the holders of such terminated Options on account of such termination, which payment or consideration shall be on such terms and conditions as the Committee shall have determined (and which could consist of, in the Committee's sole and absolute discretion, payment to the applicable Optionee or Optionees of an amount of cash equal to the difference between the Market Value of the shares of Common Stock for which the Option is then exercisable and the aggregate exercise price for such shares under the Option), then the Corporation shall be required to make such payment or provide such consideration in accordance with the terms and conditions so determined by the Committee; otherwise the Corporation shall not be required to make any payment or provide any consideration in connection with, or as a result of, the termination of Options pursuant to the foregoing provisions of this clause (D). The provisions of this Section 8.2 shall not be construed as to limit or restrict in any way the Committee's general authority under Sections 7.1(d) or 7.2(d) hereof to Accelerate Options in whole or in part at any time or to waive or terminate at any time any Risk of Forfeiture applicable to shares of Restricted Stock. Each outstanding Option that is assumed in connection with a Change of Control, or is otherwise to continue in effect subsequent to a Change of Control, will be appropriately adjusted, immediately after the Change of Control, as to the number and class of securities and the price at which it may be exercised in accordance with Section 8.1.

8.3. Dissolution or Liquidation. Upon dissolution or liquidation of the Company, each outstanding Option shall terminate, but the Optionee (if at the time he or she has an employment, consulting or Board member relationship with the Company or any of its Affiliates) shall have the right, immediately prior to such dissolution or liquidation, to exercise the Option to the extent exercisable on the date of such dissolution or liquidation.

8.4. Related Matters. Any adjustment in Awards made pursuant to this Section 8 shall be determined and made, if at all, by the Committee and shall include any correlative modification of terms, including of Option exercise prices, rates of vesting or exercisability, Risks of Forfeiture and applicable repurchase prices for Restricted Stock, which the Committee may deem necessary or appropriate so as to ensure that the rights of the Participants in their respective Awards are not substantially diminished nor enlarged as a result of the adjustment and corporate action other than as expressly contemplated in this Section 8. No fraction of a share shall be purchasable or deliverable upon exercise, but in the event any adjustment hereunder of the number of shares covered by an Award shall cause such number to include a fraction of a share, such number of shares shall be adjusted to the nearest smaller whole number of shares. No adjustment of an Option exercise price per share pursuant to this Section 8 shall result in an exercise price which is less than the par value of the Common Stock.

9. Settlement of Awards

9.1. Violation of Law. Notwithstanding any other provision of the Plan or the relevant Award Agreement, if, at any time, in the reasonable opinion of the Company, the issuance of shares of Common Stock covered by an Award may constitute a violation of law, then the Company may delay such issuance and the delivery of a certificate for such shares until (i) approval shall have been obtained from such governmental agencies, other than the Securities and Exchange Commission, as may be required under any applicable law, rule, or regulation and (ii) in the case where such issuance would constitute a violation of a law administered by or a regulation of the Securities and Exchange Commission, one of the following conditions shall have been satisfied:

(a) the shares are at the time of the issue of such shares effectively registered under the Securities Act; or

(b) the Company shall have determined, on such basis as it deems appropriate (including an opinion of counsel in form and substance satisfactory to the Company) that the sale, transfer, assignment, pledge, encumbrance or other disposition of such shares or such beneficial interest, as the case may be, does not require registration under the Securities Act or any applicable state securities laws.

9.2. Corporate Restrictions on Rights in Stock. Any Common Stock to be issued pursuant to Awards granted under the Plan shall be subject to all restrictions upon the transfer thereof which may be now or hereafter imposed by the Certificate of Incorporation and the By-laws of the Company, each as amended and in effect from time to time. Whenever Common Stock is to be issued pursuant to an Award, if the Committee so directs at the time of grant (or, if such Award is an Option, at any time prior to the exercise thereof), the Company shall be under no obligation, notwithstanding any other provision of the Plan or the relevant Award Agreement to the contrary, to issue such shares until such time, if ever, as the recipient of the Award (and any person who exercises any Option, in whole or in part), shall have become a party to and bound by any Stockholder Agreement that the Committee shall require in its sole discretion.

9.3. Investment Representations. The Company shall be under no obligation to issue any shares covered by an Award unless the shares to be issued pursuant to Awards granted under the Plan have been effectively registered under the Securities Act or the Participant shall have made such written representations to the Company (upon which the Company believes it may reasonably rely) as the Company may deem necessary or appropriate for purposes of confirming that the issuance of such shares will be exempt from the registration requirements of that Act and any applicable state securities laws and otherwise in compliance with all applicable laws, rules and regulations, including but not limited to that the Participant is acquiring shares for his or her own account for the purpose of investment and not with a view to, or for sale in connection with, the distribution of any such shares.

9.4. Registration. If the Company shall deem it necessary or desirable to register under the Securities Act or other applicable statutes any shares of Common Stock issued or to be issued pursuant to Awards granted under the Plan, or to qualify any such shares of Common Stock for exemption from the Securities Act or other applicable statutes, then the Company shall take such action at its own expense. The Company may require from each recipient of an Award, or each holder of shares of Common Stock acquired pursuant to the Plan, such information in writing for use in any registration statement, prospectus, preliminary prospectus or offering circular as is reasonably necessary for such purpose and may require reasonable indemnity to the Company and its officers and directors from such holder against all losses, claims, damage and liabilities arising from such use of the information so furnished and caused by any untrue statement of any material fact therein or caused by the omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading in the light of the circumstances under which they were made.

9.5. Lock-Up. Without the prior written consent of the Company or the managing underwriter in any public offering of shares of Common Stock, no Participant shall sell, make any short sale of, loan, grant any option for the purchase of, pledge or otherwise encumber, or otherwise dispose of, any shares of Common Stock during the one hundred-eighty (180) day period commencing on the effective date of the registration statement relating to any underwritten public offering of securities of the Company. The foregoing restrictions are intended and shall be construed so as to preclude any Participant from engaging in any hedging or other transaction that is designed to or reasonably could be expected to lead to or result in, a sale or disposition of any shares of Common Stock during such period even if such shares of Common Stock are or would be disposed of by someone other than such Participant. Such prohibited hedging or other transactions would include, without limitation, any short sale (whether or not against the box) or any purchase, sale or grant of any right (including without limitation any put or call option) with respect to any shares of Common Stock or with respect to any security that includes, relates to, or derives any significant part of its value from any shares of Common Stock. Without limiting the generality of the foregoing provisions of this Section 9.5, if, in connection with any underwritten public offering of securities of the Company, the managing underwriter of such offering requires that the Company's directors and officers enter into a lock-up agreement containing provisions that are more restrictive than the provisions set forth in the preceding sentence, then (a) each Participant (regardless of whether or not such Participant has complied or complies with the provisions of clause (b) below) shall be bound by, and shall be deemed to have agreed to, the same lock-up terms as those to which the Company's directors and officers are required to adhere; and (b) at the request of the Company or such managing underwriter, each Participant shall execute and deliver a lock-up agreement in form and substance equivalent to that which is required to be executed by the Company's directors and officers.

9.6. Placement of Legends; Stop Orders; etc. Each share of Common Stock to be issued pursuant to Awards granted under the Plan may bear a reference to the investment representations made in accordance with Section 9.3 in addition to any other applicable restrictions under the Plan, the terms of the Award and, if applicable, under any Stockholder Agreement and to the fact that no registration statement has been filed with the Securities and Exchange Commission in respect to such shares of Common Stock. All certificates for shares of Common Stock or other securities delivered under the Plan shall be subject to such stock transfer orders and other restrictions as the Committee may deem advisable under the rules, regulations, and other requirements of any stock exchange upon which the Common Stock is then listed, and any applicable federal or state securities law, and the Committee may cause a legend or legends to be placed on any such certificates to make appropriate reference to such restrictions.

9.7. Tax Withholding. Whenever shares of Common Stock are issued or to be issued pursuant to Awards granted under the Plan, the Company shall have the right to require the recipient to remit to the Company an amount sufficient to satisfy federal, state, local or other withholding tax requirements if, when, and to the extent required by law (whether so required to secure for the Company an otherwise available tax deduction or otherwise) prior to the delivery of any certificate or certificates for such shares. The obligations of the Company under the Plan shall be conditional on satisfaction of all such withholding obligations and the Company shall, to the extent permitted by law, have the right to deduct any such taxes from any payment of any kind otherwise due to the recipient of an Award. However, in such cases Participants may elect, subject to the approval of the Committee, acting in its sole discretion, to satisfy an applicable withholding requirement, in whole or in part, by having the Company withhold shares to satisfy their tax obligations. Participants may only elect to have Shares withheld having a Market Value on the date the tax is to be determined equal to the minimum statutory total tax which could be imposed on the transaction. All elections shall be irrevocable, made in writing, signed by the Participant, and shall be subject to any restrictions or limitations that the Committee deems appropriate

10. Reservation of Stock

The Company shall at all times during the term of the Plan and any outstanding Options granted hereunder reserve or otherwise keep available such number of shares of Common Stock as will be sufficient to satisfy the requirements of the Plan (if then in effect) and such Options and shall pay all fees and expenses necessarily incurred by the Company in connection therewith.

11. No Special Service Rights

Nothing contained in the Plan or in any Award Agreement shall confer upon any recipient of an Award any right with respect to the continuation of his or her employment, consulting or Board member relationship with the Company (or any Affiliate), or interfere in any way with the right of the Company (or any Affiliate), subject to the terms of any separate employment, consulting or Board member agreement or provision of law or corporate articles or by-laws to the contrary, at any time to terminate such employment, consulting or Board member agreement or to increase or decrease, or otherwise adjust, the other terms and conditions of the recipient's employment, consulting or Board member relationship with the Company and its Affiliates.

12. Nonexclusivity of the Plan

Neither the adoption of the Plan by the Board nor the submission of the Plan to the stockholders of the Company shall be construed as creating any limitations on the power of the Board to adopt such other incentive arrangements as it may deem desirable, including without limitation, the granting of stock options and restricted stock other than under the Plan, and such arrangements may be either applicable generally or only in specific cases.

13. Termination and Amendment of the Plan

The Board may at any time terminate the Plan or make such amendments or modifications of the Plan as it shall deem advisable. In the event of the termination of the Plan, the terms of the Plan shall survive any such termination with respect to any Award that is outstanding on the date of such termination, unless the holder of such Award agrees in writing to terminate such Award or to terminate all or any of the provisions of the Plan that apply to such Award. Unless the Board otherwise expressly provides, any amendment or modification of the Plan shall affect the terms of any Award outstanding on the date of such amendment or modification as well as the terms of any Award made from and after the date of such amendment or modification; provided, however, that, except to the extent otherwise provided in the last sentence of this paragraph, (i) no amendment or modification of the Plan shall apply to any Award that is outstanding on the date of such amendment or modification if such amendment or modification would reduce the number of shares subject to such Award, increase the purchase price applicable to shares subject to such Award or materially adversely affect the provisions applicable to such Award that relate to the vesting or exercisability of such Award or of the shares subject to such Award, (ii) no amendment or modification of the Plan shall apply to any Incentive Option that is outstanding on the date of such amendment or modification if such amendment or modification would result in such Incentive Option no longer being treated as an "incentive stock option" within the meaning of Section 422 of the Code and (iii) no amendment or modification of the Plan shall apply to any Award that is outstanding on the date of such amendment or modification unless such amendment or modification of the Plan shall also apply to all other Awards outstanding on the date of such amendment or modification. In the event of any amendment or modification of the Plan that is described in clause (i), (ii) or (iii) of the foregoing proviso, such amendment or modification of the Plan shall apply to any Award outstanding on the date of such amendment or modification only if the recipient of such Award consents in writing thereto.

The Committee may amend or modify, prospectively or retroactively, the terms of any outstanding Award without amending or modifying the terms of the Plan itself, provided that as amended or modified such Award is consistent with the terms of the Plan as in effect at the time of the amendment or modification of such Award, but no such amendment or modification of such Award shall, without the written consent of the recipient of such Award, reduce the number of shares subject to such Award, increase the purchase price applicable to shares subject to such Award, adversely affect the provisions applicable to such Award that relate to the vesting or exercisability of such Award or of the shares subject to such Award, or otherwise materially adversely affect the terms of such Award (except for amendments or modifications to the terms of such Award or of the stock subject to such Award that are expressly permitted by the terms of the Plan or that result from any amendment or modification of the Plan in accordance with the provisions of the first paragraph of this Section 13), or, if such Award is an Incentive Option, result in such Incentive Option no longer being treated as an "incentive stock option" within the meaning of Section 422 of the Code.

In addition, notwithstanding anything express or implied in any of the foregoing provisions of this Section 13 to the contrary, the Committee may amend or modify, prospectively or retroactively, the terms of any outstanding Award to the extent the Committee reasonably determines necessary or appropriate to conform such Award to the requirements of Section 409A of the Code (concerning non-qualified deferred compensation), if applicable.

14. Interpretation of the Plan

In the event of any conflict between the provisions of this Plan and the provisions of any applicable Award Agreement, the provisions of this Plan shall control, except if and to the extent that the conflicting provision in such Award Agreement was authorized and approved by the Committee at the time of the grant of the Award evidenced by such Award Agreement or is ratified by the Committee at any time subsequent to the grant of such Award, in which case the conflicting provision in such Award Agreement shall control. Without limiting the generality of the foregoing provisions of this Section 14, insofar as possible the provisions of the Plan and such Award Agreement shall be construed so as to give full force and effect to all such provisions. In the event of any conflict between the provisions of this Plan and the provisions of any applicable Stockholder Agreement, the provisions of such Stockholder Agreement shall control except as required to fulfill the intention that this Plan constitute an incentive stock option plan within the meaning of Section 422 of the Code, but insofar as possible the provisions of the Plan and any such Stockholder Agreement shall be construed so as to give full force and effect to all such provisions.

15. Notices and Other Communications

Any notice, demand, request or other communication hereunder to any party shall be deemed to be sufficient if contained in a written instrument delivered in person or duly sent by first class registered, certified or overnight mail, postage prepaid, or telecopied with a confirmation copy by regular, certified or overnight mail, addressed or telecopied, as the case may be, (i) if to the recipient of an Award, at his or her residence address last filed with the Company and (ii) if to the Company, at its principal place of business, addressed to the attention of its Chief Executive Officer, or to such other address or telecopier number, as the case may be, as the addressee may have designated by notice to the addressor. All such notices, requests, demands and other communications shall be deemed to have been received: (i) in the case of personal delivery, on the date of such delivery; (ii) in the case of mailing, when received by the addressee; and (iii) in the case of facsimile transmission, when confirmed by facsimile machine report.

16. Governing Law

The Plan and all Award Agreements and actions taken thereunder shall be governed, interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the conflict of laws principles thereof.

Name: /s/ Stephen From
Title: Chief Executive Officer

EYEGATE PHARMACEUTICALS, INC.
2014 EQUITY INCENTIVE PLAN

ARTICLE 1. INTRODUCTION.

The Board adopted the Plan to become effective immediately, although no Awards may be granted prior to the Registration Date. The purpose of the Plan is to promote the long-term success of the Company and the creation of stockholder value by (a) encouraging Service Providers to focus on critical long-range corporate objectives, (b) encouraging the attraction and retention of Service Providers with exceptional qualifications and (c) linking Service Providers directly to stockholder interests through increased stock ownership. The Plan seeks to achieve this purpose by providing for Awards in the form of Options (which may constitute ISOs or NSOs), SARs, Restricted Shares, Stock Units and Performance Cash Awards.

ARTICLE 2. ADMINISTRATION.

2.1 General. The Plan may be administered by the Board or one or more Committees. Each Committee shall have the authority and be responsible for such functions as have been assigned to it.

2.2 Section 162(m). To the extent an Award is intended to qualify as “performance-based compensation” within the meaning of Code Section 162(m), the Plan will be administered by a Committee of two or more “outside directors” within the meaning of Code Section 162(m).

2.3 Section 16. To the extent desirable to qualify transactions hereunder as exempt under Exchange Act Rule 16b-3, the transactions contemplated hereunder will be approved by the entire Board or a Committee of two or more “non-employee directors” within the meaning of Exchange Act Rule 16b-3.

2.4 Powers of Administrator. Subject to the terms of the Plan, and in the case of a Committee, subject to the specific duties delegated to the Committee, the Administrator shall have the authority to (a) select the Service Providers who are to receive Awards under the Plan, (b) determine the type, number, vesting requirements and other features and conditions of such Awards, (c) determine whether and to what extent any Performance Goals have been attained, (d) interpret the Plan and Awards granted under the Plan, (e) make, amend and rescind rules relating to the Plan and Awards granted under the Plan, including rules relating to sub-plans established for the purposes of satisfying applicable foreign laws or for qualifying for favorable tax treatment under applicable foreign laws, (f) impose such restrictions, conditions or limitations as it determines appropriate as to the timing and manner of any resales by a Participant of any Common Shares issued pursuant to an Award, including restrictions under an insider trading policy and restrictions as to the use of a specified brokerage firm for such resales, and (g) make all other decisions relating to the operation of the Plan and Awards granted under the Plan.

2.5 Effect of Administrator’s Decisions. The Administrator’s decisions, determinations and interpretations shall be final and binding on all Participants and any other holders of Awards.

2.6 Governing Law. The Plan shall be governed by, and construed in accordance with, the laws of the State of Delaware (except its choice-of-law provisions).

ARTICLE 3. SHARES AVAILABLE FOR GRANTS.

3.1 Basic Limitation. Common Shares issued pursuant to the Plan may be authorized but unissued shares or treasury shares. The aggregate number of Common Shares issued under the Plan shall not exceed the sum of (a) Common Shares and (b) the additional Common Shares described in Articles 3.2 and 3.3. The number of Common Shares that are subject to Stock Awards outstanding at any time under the Plan may not exceed the number of Common Shares that then remain available for issuance under the Plan. The numerical limitations in this Article 3.1 shall be subject to adjustment pursuant to Article 9.

3.2 Annual Increase in Shares. As of the first business day of each fiscal year of the Company during the term of the Plan, commencing on the first day of the Company's 2015 fiscal year, the aggregate number of Common Shares that may be issued under the Plan shall automatically increase by a number equal to the least of (a) % of the total number of Common Shares outstanding on the last calendar day of the prior fiscal year, (b) subject to adjustment under Article 9, Common Shares, or (c) a number of Common Shares determined by the Board.

3.3 Shares Returned to Reserve. To the extent that Options, SARs or Stock Units granted under this Plan are forfeited or expire for any other reason before being exercised or settled in full, the Common Shares subject to such Options, SARs or Stock Units shall again become available for issuance under the Plan. If SARs are exercised, then only the number of Common Shares (if any) actually issued to the Participant in settlement of such SARs shall reduce the number available under Article 3.1 and the balance shall again become available for issuance under the Plan. If Stock Units are settled, then only the number of Common Shares (if any) actually issued to the Participant in settlement of such Stock Units shall reduce the number available under Article 3.1 and the balance shall again become available for issuance under the Plan. If Restricted Shares or Common Shares issued upon the exercise of Options or otherwise under the Plan are reacquired by the Company pursuant to a forfeiture provision, repurchase right or for any other reason prior to the shares having become vested, then such Common Shares shall again become available for issuance under the Plan. Common Shares applied to pay the Exercise Price of Options or to satisfy tax withholding obligations related to any Award shall again become available for issuance under the Plan. To the extent that an Award is settled in cash rather than Common Shares, the cash settlement shall not reduce the number of Shares available for issuance under the Plan.

3.4 Awards Not Reducing Share Reserve in Article 3.1. Any dividend equivalents paid or credited under the Plan with respect to Stock Units shall not be applied against the number of Common Shares that may be issued under the Plan, whether or not such dividend equivalents are converted into Stock Units. In addition, Common Shares subject to Substitute Awards granted by the Company shall not reduce the number of Common Shares that may be issued under Article 3.1, nor shall shares subject to Substitute Awards again be available for Awards under the Plan in the event of any forfeiture, expiration or cash settlement of such Substitute Awards.

3.5 Code Section 162(m) and 422 Limits. Subject to adjustment in accordance with Article 9:

(a) The aggregate number of Common Shares subject to Options and SARs that may be granted under this Plan during any fiscal year to any one Participant shall not exceed _____, except that the Company may grant to a new Employee in the fiscal year in which his or her Service as an Employee first commences Options and/or SARs that cover (in the aggregate) up to an additional _____ Common Shares;

(b) The aggregate number of Common Shares subject to Restricted Share awards and Stock Units that may be granted under this Plan during any fiscal year to any one Participant shall not exceed _____, except that the Company may grant to a new Employee in the fiscal year in which his or her Service as an Employee first commences Restricted Share awards and Stock Units that cover (in the aggregate) up to an additional _____ Common Shares;

(c) No Participant shall be paid more than \$6 million in cash in any fiscal year pursuant to Performance Cash Awards granted under the Plan; and

(d) No more than _____ Common Shares plus the additional Common Shares described in Article 3.2 may be issued under the Plan upon the exercise of ISOs.

ARTICLE 4. ELIGIBILITY.

4.1 Incentive Stock Options. Only Employees who are common-law employees of the Company, a Parent or a Subsidiary shall be eligible for the grant of ISOs. In addition, an Employee who owns more than 10% of the total combined voting power of all classes of outstanding stock of the Company or any of its Parents or Subsidiaries shall not be eligible for the grant of an ISO unless the additional requirements set forth in Code Section 422(c)(5) are satisfied.

4.2 Other Awards. Awards other than ISOs may only be granted to Service Providers.

ARTICLE 5. OPTIONS.

5.1 Stock Option Agreement. Each grant of an Option under the Plan shall be evidenced by a Stock Option Agreement between the Optionee and the Company. Such Option shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The Stock Option Agreement shall specify whether the Option is intended to be an ISO or an NSO. The provisions of the various Stock Option Agreements entered into under the Plan need not be identical.

5.2 Number of Shares. Each Stock Option Agreement shall specify the number of Common Shares subject to the Option, which number shall adjust in accordance with Article 9.

5.3 Exercise Price. Each Stock Option Agreement shall specify the Exercise Price, which shall not be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to an Option that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A and, if applicable, Code Section 424(a).

5.4 Exercisability and Term. Each Stock Option Agreement shall specify the date or event when all or any installment of the Option is to become vested and/or exercisable. The Stock Option Agreement shall also specify the term of the Option; provided that, except to the extent necessary to comply with applicable foreign law, the term of an Option shall in no event exceed 10 years from the date of grant. A Stock Option Agreement may provide for accelerated vesting and/or exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's Service.

5.5 Death of Optionee. After an Optionee's death, any vested and exercisable Options held by such Optionee may be exercised by his or her beneficiary or beneficiaries. Each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was designated or if no designated beneficiary survives the Optionee, then any vested and exercisable Options held by the Optionee may be exercised by his or her estate.

5.6 Modification or Assumption of Options. Within the limitations of the Plan, the Administrator may modify, reprice, extend or assume outstanding options or may accept the cancellation of outstanding options (whether granted by the Company or by another issuer) in return for the grant of new Options for the same or a different number of shares and at the same or a different exercise price or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of an Option shall, without the consent of the Optionee, impair his or her rights or obligations under such Option.

5.7 Buyout Provisions. The Administrator may at any time (a) offer to buy out for a payment in cash or cash equivalents an Option previously granted or (b) authorize an Optionee to elect to cash out an Option previously granted, in either case at such time and based upon such terms and conditions as the Administrator shall establish.

5.8 Payment for Option Shares. The entire Exercise Price of Common Shares issued upon exercise of Options shall be payable in cash or cash equivalents at the time when such Common Shares are purchased. In addition, the Administrator may, in its sole discretion and to the extent permitted by applicable law, accept payment of all or a portion of the Exercise Price through any one or a combination of the following forms or methods:

(a) Subject to any conditions or limitations established by the Administrator, by surrendering, or attesting to the ownership of, Common Shares that are already owned by the Optionee with a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Common Shares as to which such Option will be exercised;

(b) By delivering (on a form prescribed by the Company) an irrevocable direction to a securities broker approved by the Company to sell all or part of the Common Shares being purchased under the Plan and to deliver all or part of the sales proceeds to the Company;

(c) Subject to such conditions and requirements as the Administrator may impose from time to time, through a net exercise procedure;

(d) By delivering a full-recourse promissory note, on such terms approved by the Administrator; or

(e) Through any other form or method consistent with applicable laws, regulations and rules.

ARTICLE 6. STOCK APPRECIATION RIGHTS.

6.1 SAR Agreement. Each grant of a SAR under the Plan shall be evidenced by a SAR Agreement between the Optionee and the Company. Such SAR shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various SAR Agreements entered into under the Plan need not be identical.

6.2 Number of Shares. Each SAR Agreement shall specify the number of Common Shares to which the SAR pertains, which number shall adjust in accordance with Article 9.

6.3 Exercise Price. Each SAR Agreement shall specify the Exercise Price, which shall in no event be less than 100% of the Fair Market Value of a Common Share on the date of grant. The preceding sentence shall not apply to a SAR that is a Substitute Award granted in a manner that would satisfy the requirements of Code Section 409A.

6.4 Exercisability and Term. Each SAR Agreement shall specify the date when all or any installment of the SAR is to become vested and exercisable. The SAR Agreement shall also specify the term of the SAR; provided that except to the extent necessary to comply with applicable foreign law, the term of a SAR shall not exceed 10 years from the date of grant. A SAR Agreement may provide for accelerated vesting and exercisability upon certain specified events and may provide for expiration prior to the end of its term in the event of the termination of the Optionee's Service.

6.5 Exercise of SARs. Upon exercise of a SAR, the Optionee (or any person having the right to exercise the SAR after his or her death) shall receive from the Company (a) Common Shares, (b) cash or (c) a combination of Common Shares and cash, as the Administrator shall determine. The amount of cash and/or the Fair Market Value of Common Shares received upon exercise of SARs shall, in the aggregate, not exceed the amount by which the Fair Market Value (on the date of surrender) of the Common Shares subject to the SARs exceeds the Exercise Price. If, on the date when a SAR expires, the Exercise Price is less than the Fair Market Value on such date but any portion of such SAR has not been exercised or surrendered, then such SAR shall automatically be deemed to be exercised as of such date with respect to such portion. A SAR Agreement may also provide for an automatic exercise of the SAR on an earlier date.

6.6 Death of Optionee. After an Optionee's death, any vested and exercisable SARs held by such Optionee may be exercised by his or her beneficiary or beneficiaries. Each Optionee may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Optionee's death. If no beneficiary was designated or if no designated beneficiary survives the Optionee, then any vested and exercisable SARs held by the Optionee at the time of his or her death may be exercised by his or her estate.

6.7 Modification or Assumption of SARs. Within the limitations of the Plan, the Administrator may modify, reprice, extend or assume outstanding SARs or may accept the cancellation of outstanding SARs (whether granted by the Company or by another issuer) in return for the grant of new SARs for the same or a different number of shares and at the same or a different exercise price or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of a SAR shall, without the consent of the Optionee, impair his or her rights or obligations under such SAR.

ARTICLE 7. RESTRICTED SHARES.

7.1 Restricted Stock Agreement. Each grant of Restricted Shares under the Plan shall be evidenced by a Restricted Stock Agreement between the recipient and the Company. Such Restricted Shares shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Restricted Stock Agreements entered into under the Plan need not be identical.

7.2 Payment for Awards. Restricted Shares may be sold or awarded under the Plan for such consideration as the Administrator may determine, including (without limitation) cash, cash equivalents, property, cancellation of other equity awards, full-recourse promissory notes, past services and future services, and such other methods of payment as are permitted by applicable law.

7.3 Vesting Conditions. Each Award of Restricted Shares may or may not be subject to vesting and/or other conditions as the Administrator may determine. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Restricted Stock Agreement. Such conditions, at the Administrator's discretion, may include one or more Performance Goals. A Restricted Stock Agreement may provide for accelerated vesting upon certain specified events.

7.4 Voting and Dividend Rights. The holders of Restricted Shares awarded under the Plan shall have the same voting, dividend and other rights as the Company's other stockholders, unless the Administrator otherwise provides. A Restricted Stock Agreement, however, may require that any cash dividends paid on Restricted Shares (a) be accumulated and paid when such Restricted Shares vest, or (b) be invested in additional Restricted Shares. Such additional Restricted Shares shall be subject to the same conditions and restrictions as the shares subject to the Stock Award with respect to which the dividends were paid. In addition, unless the Administrator provides otherwise, if any dividends or other distributions are paid in Common Shares, such Common Shares shall be subject to the same restrictions on transferability and forfeitability as the Restricted Shares with respect to which they were paid.

ARTICLE 8. STOCK UNITS.

8.1 Stock Unit Agreement. Each grant of Stock Units under the Plan shall be evidenced by a Stock Unit Agreement between the recipient and the Company. Such Stock Units shall be subject to all applicable terms of the Plan and may be subject to any other terms that are not inconsistent with the Plan. The provisions of the various Stock Unit Agreements entered into under the Plan need not be identical.

8.2 Payment for Awards. To the extent that an Award is granted in the form of Stock Units, no cash consideration shall be required of the Award recipients.

8.3 Vesting Conditions. Each Award of Stock Units may or may not be subject to vesting, as determined by the Administrator. Vesting shall occur, in full or in installments, upon satisfaction of the conditions specified in the Stock Unit Agreement. Such conditions, at the Administrator's discretion, may include one or more Performance Goals. A Stock Unit Agreement may provide for accelerated vesting upon certain specified events.

8.4 Voting and Dividend Rights. The holders of Stock Units shall have no voting rights. Prior to settlement or forfeiture, Stock Units awarded under the Plan may, at the Administrator's discretion, provide for a right to dividend equivalents. Such right entitles the holder to be credited with an amount equal to all cash dividends paid on one Common Share while the Stock Unit is outstanding. Dividend equivalents may be converted into additional Stock Units. Settlement of dividend equivalents may be made in the form of cash, in the form of Common Shares, or in a combination of both. Prior to distribution, any dividend equivalents shall be subject to the same conditions and restrictions as the Stock Units to which they attach.

8.5 Form and Time of Settlement of Stock Units. Settlement of vested Stock Units may be made in the form of (a) cash, (b) Common Shares or (c) any combination of both, as determined by the Administrator. The actual number of Stock Units eligible for settlement may be larger or smaller than the number included in the original Award, based on predetermined performance factors, including Performance Goals. Methods of converting Stock Units into cash may include (without limitation) a method based on the average Fair Market Value of Common Shares over a series of trading days. Vested Stock Units shall be settled in such manner and at such time(s) as specified in the Stock Unit Agreement. Until an Award of Stock Units is settled, the number of such Stock Units shall be subject to adjustment pursuant to Article 9.

8.6 Death of Recipient. Any Stock Units that become payable after the recipient's death shall be distributed to the recipient's beneficiary or beneficiaries. Each recipient of Stock Units under the Plan may designate one or more beneficiaries for this purpose by filing the prescribed form with the Company. A beneficiary designation may be changed by filing the prescribed form with the Company at any time before the Award recipient's death. If no beneficiary was designated or if no designated beneficiary survives the Award recipient, then any Stock Units that become payable after the recipient's death shall be distributed to the recipient's estate.

8.7 Modification or Assumption of Stock Units. Within the limitations of the Plan, the Administrator may modify or assume outstanding stock units or may accept the cancellation of outstanding stock units (whether granted by the Company or by another issuer) in return for the grant of new Stock Units for the same or a different number of shares or in return for the grant of a different type of Award. The foregoing notwithstanding, no modification of a Stock Unit shall, without the consent of the Participant, impair his or her rights or obligations under such Stock Unit.

8.8 Creditors' Rights. A holder of Stock Units shall have no rights other than those of a general creditor of the Company. Stock Units represent an unfunded and unsecured obligation of the Company, subject to the terms and conditions of the applicable Stock Unit Agreement.

ARTICLE 9. ADJUSTMENTS; DISSOLUTIONS AND LIQUIDATIONS; CORPORATE TRANSACTIONS.

9.1 Adjustments. In the event of a subdivision of the outstanding Common Shares, a declaration of a dividend payable in Common Shares or a combination or consolidation of the outstanding Common Shares (by reclassification or otherwise) into a lesser number of Common Shares, corresponding proportionate adjustments shall automatically be made in each of the following:

- (a) The number and kind of shares available for issuance under Article 3, including the numerical share limits in Articles 3.1, 3.2 and 3.5;
- (b) The number and kind of shares covered by each outstanding Option, SAR and Stock Unit; and
- (c) The Exercise Price applicable to each outstanding Option and SAR, and the repurchase price, if any, applicable to Restricted Shares.

In the event of a declaration of an extraordinary dividend payable in a form other than Common Shares in an amount that has a material effect on the price of Common Shares, a recapitalization, a spin-off or a similar occurrence, the Administrator shall make such adjustments as it, in its sole discretion, deems appropriate in one or more of the foregoing. Any adjustment in the number of and kind of shares subject to an Award under this Article 9.1 shall be rounded down to the nearest whole share, although the Administrator in its sole discretion may make a cash payment in lieu of a fractional share. Except as provided in this Article 9, a Participant shall have no rights by reason of any issuance by the Company of stock of any class or securities convertible into stock of any class, any subdivision or consolidation of shares of stock of any class, the payment of any stock dividend or any other increase or decrease in the number of shares of stock of any class.

9.2 Dissolution or Liquidation. To the extent not previously exercised or settled, Options, SARs and Stock Units shall terminate immediately prior to the dissolution or liquidation of the Company.

9.3 Corporate Transactions. In the event that the Company is a party to a merger, consolidation, or a Change in Control (other than one described in Article 14.6(d)), all Common Shares acquired under the Plan and all Awards outstanding on the effective date of the transaction shall be treated in the manner described in the definitive transaction agreement (or, in the event the transaction does not entail a definitive agreement to which the Company is party, in the manner determined by the Administrator, with such determination having final and binding effect on all parties), which agreement or determination need not treat all Awards (or portions thereof) in an identical manner. Unless an Award Agreement provides otherwise, the treatment specified in the transaction agreement or by the Administrator shall include (without limitation) one or more of the following with respect to each outstanding Award:

(a) The continuation of such outstanding Awards by the Company (if the Company is the surviving entity);

(b) The assumption of such outstanding Awards by the surviving entity or its parent, provided that the assumption of an Option or a SAR shall comply with applicable tax requirements;

(c) The substitution by the surviving entity or its parent of an equivalent award for outstanding Awards (including, but not limited to, an award to acquire the same consideration paid to the holders of Common Shares in the transaction), provided that the substitution of an Option or a SAR shall comply with applicable tax requirements;

(d) The cancellation of outstanding Options and SARs without payment of any consideration. The Optionees shall be able to exercise such Options and SARs (to the extent the Options and SARs are vested or become vested as of the effective date of the transaction) during a period of not less than five full business days preceding the closing date of the transaction, unless (i) a shorter period is required to permit a timely closing of the transaction and (ii) such shorter period still offers the Optionees a reasonable opportunity to exercise such Options and SARs. Any exercise of such Options and SARs during such period may be contingent on the closing of the transaction;

(e) Full exercisability of outstanding Options and SARs and full vesting of the Common Shares subject to Options and SARs, followed by cancellation of such Options and SARs. The full exercisability of such Options and SARs and full vesting of such Common Shares may be contingent on the closing of the transaction. The Optionees shall be able to exercise such Options and SARs during a period of not less than five full business days preceding the closing date of such merger or consolidation, unless (i) a shorter period is required to permit a timely closing of such merger or consolidation and (ii) such shorter period still offers the Optionees a reasonable opportunity to exercise such Options and SARs. Any exercise of such Options and SARs during such period may be contingent on the closing of such merger or consolidation;

(f) The cancellation of the Options and SARs and a payment to the Optionee with respect to each Share subject to the portion of the Award that is vested as of the transaction date equal to the excess of (A) the value, as determined by the Administrator in its absolute discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction, over (B) the per-share Exercise Price of the Option or SAR (such excess, the “**Spread**”). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving entity or its parent having a value equal to the Spread. In addition, any escrow, holdback, earn-out or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Shares, but only to the extent the application of such provisions does not adversely affect the status of the Option or SAR as exempt from Code Section 409A. If the Spread applicable to an Option or SAR is zero or a negative number, then the Option or SAR may be cancelled without making a payment to the Optionee;

(g) The cancellation of outstanding Stock Units and a payment to the holder thereof with respect to each Common Share subject to the Stock Unit (whether or not such Stock Unit is then vested) equal to the value, as determined by the Administrator in its absolute discretion, of the property (including cash) received by the holder of a Common Share as a result of the transaction (the “**Transaction Value**”). Such payment shall be made in the form of cash, cash equivalents, or securities of the surviving entity or its parent having a value equal to the Transaction Value. In addition, such payment may be subject to vesting based on the Participant’s continuing Service, provided that the vesting schedule shall not be less favorable to the Participant than the schedule under which such Stock Units would have vested, and if required under applicable tax rules, such payment may be deferred until the settlement date specified in the Stock Unit Agreement. In addition, any escrow, holdback, earn-out or similar provisions in the transaction agreement may apply to such payment to the same extent and in the same manner as such provisions apply to the holders of Common Shares. In the event that a Stock Unit is subject to Code Section 409A, the payment described in this clause (g) shall be made on the settlement date specified in the applicable Stock Unit Agreement, provided that settlement may be accelerated in accordance with Treasury Regulation Section 1.409A-3(j)(4); or

(h) The assignment of any reacquisition or repurchase rights held by the Company in respect of an Award of Restricted Shares to the surviving entity or its parent, with corresponding proportionate adjustments made to the price per share to be paid upon exercise of any such reacquisition or repurchase rights.

For avoidance of doubt, the Administrator shall have the discretion, exercisable either at the time an Award is granted or at any time while the Award remains outstanding, to provide for the acceleration of vesting upon the occurrence of a Change in Control, whether or not the Award is to be assumed or replaced in the transaction, or in connection with a termination of the Participant’s Service following a transaction.

Any action taken under this Article 9.3 shall either preserve an Award’s status as exempt from Code Section 409A or comply with Code Section 409A.

ARTICLE 10. OTHER AWARDS.

10.1 Performance Cash Awards. A Performance Cash Award is a cash award that may be granted subject to the attainment of specified Performance Goals during a Performance Period. A Performance Cash Award may also require the completion of a specified period of continuous Service. The length of the Performance Period, the Performance Goals to be attained during the Performance Period, and the degree to which the Performance Goals have been attained shall be determined conclusively by the Administrator. Each Performance Cash Award shall be set forth in a written agreement or in a resolution duly adopted by the Administrator which shall contain provisions determined by the Administrator and not inconsistent with the Plan. The terms of various Performance Cash Awards need not be identical.

10.2 Awards Under Other Plans. The Company may grant awards under other plans or programs. Such awards may be settled in the form of Common Shares issued under this Plan. Such Common Shares shall be treated for all purposes under the Plan like Common Shares issued in settlement of Stock Units and shall, when issued, reduce the number of Common Shares available under Article 3.

ARTICLE 11. LIMITATION ON RIGHTS.

11.1 Retention Rights. Neither the Plan nor any Award granted under the Plan shall be deemed to give any individual a right to remain a Service Provider. The Company and its Parents, Subsidiaries and Affiliates reserve the right to terminate the Service of any Service Provider at any time, with or without cause, subject to applicable laws, the Company's Restated Certificate of Incorporation and Amended and Restated Bylaws and a written employment agreement (if any).

11.2 Stockholders' Rights. Except as set forth in Article 7.4 or 8.4 above, a Participant shall have no dividend rights, voting rights or other rights as a stockholder with respect to any Common Shares covered by his or her Award prior to the time when a stock certificate for such Common Shares is issued or, if applicable, the time when he or she becomes entitled to receive such Common Shares by filing any required notice of exercise and paying any required Exercise Price. No adjustment shall be made for cash dividends or other rights for which the record date is prior to such time, except as expressly provided in the Plan.

11.3 Regulatory Requirements. Any other provision of the Plan notwithstanding, the obligation of the Company to issue Common Shares under the Plan shall be subject to all applicable laws, rules and regulations and such approval by any regulatory body as may be required. The Company reserves the right to restrict, in whole or in part, the delivery of Common Shares pursuant to any Award prior to the satisfaction of all legal requirements relating to the issuance of such Common Shares, to their registration, qualification or listing or to an exemption from registration, qualification or listing. The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed necessary by the Company's counsel to be necessary to the lawful issuance and sale of any Common Shares hereunder, will relieve the Company of any liability in respect of the failure to issue or sell such Common Shares as to which such requisite authority will not have been obtained.

11.4 Transferability of Awards. The Administrator may, in its sole discretion, permit transfer of an Award in a manner consistent with applicable law. Unless otherwise determined by the Administrator, Awards shall be transferable by a Participant only by (a) beneficiary designation, (b) a will or (c) the laws of descent and distribution. An ISO may only be transferred by will or by the laws of descent and distribution and may be exercised during the lifetime of the Optionee only by the Optionee or by the Optionee's guardian or legal representative.

11.5 Other Conditions and Restrictions on Common Shares. Any Common Shares issued under the Plan shall be subject to such forfeiture conditions, rights of repurchase, rights of first refusal, other transfer restrictions and such other terms and conditions as the Administrator may determine. Such conditions and restrictions shall be set forth in the applicable Award Agreement and shall apply in addition to any restrictions that may apply to holders of Common Shares generally. In addition, Common Shares issued under the Plan shall be subject to such conditions and restrictions imposed either by applicable law or by Company policy, as adopted from time to time, designed to ensure compliance with applicable law or laws with which the Company determines in its sole discretion to comply including in order to maintain any statutory, regulatory or tax advantage.

ARTICLE 12. TAXES.

12.1 General. As a condition to an Award under the Plan, a Participant or his or her successor shall make arrangements satisfactory to the Company for the satisfaction of any federal, state, local or foreign withholding tax obligations that arise in connection with any Award granted under the Plan. The Company shall not be required to issue any Common Shares or make any cash payment under the Plan until such obligations are satisfied.

12.2 Share Withholding. To the extent that applicable law subjects a Participant to tax withholding obligations, the Administrator may permit such Participant to satisfy all or part of such obligations by having the Company withhold all or a portion of any Common Shares that otherwise would be issued to him or her or by surrendering all or a portion of any Common Shares that he or she previously acquired. Such Common Shares shall be valued at their Fair Market Value on the date when they are withheld or surrendered. Any payment of taxes by assigning Common Shares to the Company may be subject to restrictions including any restrictions required by SEC, accounting or other rules.

12.3 Section 162(m) Matters. The Administrator, in its sole discretion, may determine whether an Award is intended to qualify as "performance-based compensation" within the meaning of Code Section 162(m). The Administrator may grant Awards that are based on Performance Goals but that are not intended to qualify as performance-based compensation. With respect to any Award that is intended to qualify as performance-based compensation, the Administrator shall designate the Performance Goal(s) applicable to, and the formula for calculating the amount payable under, an Award within 90 days following commencement of the applicable Performance Period (or such earlier time as may be required under Code Section 162(m)), and in any event at a time when achievement of the applicable Performance Goal(s) remains substantially uncertain. Prior to the payment of any Award that is intended to constitute performance-based compensation, the Administrator shall certify in writing whether and the extent to which the Performance Goal(s) were achieved for such Performance Period. The Administrator shall have the right to reduce or eliminate (but not to increase) the amount payable under an Award that is intended to constitute performance-based compensation.

12.4 Section 409A Matters. Except as otherwise expressly set forth in an Award Agreement, it is intended that Awards granted under the Plan either be exempt from, or comply with, the requirements of Code Section 409A. To the extent an Award is subject to Code Section 409A (a “**409A Award**”), the terms of the Plan, the Award and any written agreement governing the Award shall be interpreted to comply with the requirements of Code Section 409A so that the Award is not subject to additional tax or interest under Code Section 409A, unless the Administrator expressly provides otherwise. A 409A Award shall be subject to such additional rules and requirements as specified by the Administrator from time to time in order for it to comply with the requirements of Code Section 409A. In this regard, if any amount under a 409A Award is payable upon a “separation from service” to an individual who is considered a “specified employee” (as each term is defined under Code Section 409A), then no such payment shall be made prior to the date that is the earlier of (i) six months and one day after the Participant’s separation from service or (ii) the Participant’s death, but only to the extent such delay is necessary to prevent such payment from being subject to Code Section 409A(a)(1).

12.5 Limitation on Liability. Neither the Company nor any person serving as Administrator shall have any liability to a Participant in the event an Award held by the Participant fails to achieve its intended characterization under applicable tax law.

ARTICLE 13. FUTURE OF THE PLAN.

13.1 Term of the Plan. The Plan, as set forth herein, shall become effective on the Registration Date. The Plan shall remain in effect until the earlier of (a) the date when the Plan is terminated under Article 13.2 or (b) the 10th anniversary of the date when the Board adopted the Plan.

13.2 Amendment or Termination. The Board may, at any time and for any reason, amend or terminate the Plan. No Awards shall be granted under the Plan after the termination thereof. The termination of the Plan, or any amendment thereof, shall not affect any Award previously granted under the Plan.

13.3 Stockholder Approval. An amendment of the Plan shall be subject to the approval of the Company’s stockholders only to the extent required by applicable laws, regulations or rules.

ARTICLE 14. DEFINITIONS.

“**Administrator**” means the Board or any Committee administering the Plan in accordance with Article 2.

“**Affiliate**” means any entity other than a Subsidiary, if the Company and/or one or more Subsidiaries own not less than 50% of such entity.

“**Award**” means any award granted under the Plan, including as an Option, a SAR, a Restricted Share, a Stock Unit or a Performance Cash Award.

“**Award Agreement**” means a Stock Option Agreement, an SAR Agreement, a Restricted Stock Agreement, a Stock Unit Agreement or such other agreement evidencing an Award granted under the Plan.

“**Board**” means the Company’s Board of Directors, as constituted from time to time.

“**Change in Control**” means:

(a) Any “person” (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) becomes the “beneficial owner” (as defined in Rule 13d-3 of the Exchange Act), directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the total voting power represented by the Company’s then-outstanding voting securities;

(b) The consummation of the sale or disposition by the Company of all or substantially all of the Company’s assets;

(c) The consummation of a merger or consolidation of the Company with or into any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) more than fifty percent (50%) of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(d) Individuals who are members of the Board (the “**Incumbent Board**”) cease for any reason to constitute at least a majority of the members of the Board over a period of 12 months; provided, however, that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall, for purposes of this Plan, be considered as a member of the Incumbent Board.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company’s incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company’s securities immediately before such transaction. In addition, if a Change in Control constitutes a payment event with respect to any Award which provides for a deferral of compensation and is subject to Code Section 409A, then notwithstanding anything to the contrary in the Plan or applicable Award Agreement the transaction with respect to such Award must also constitute a “change in control event” as defined in Treasury Regulation Section 1.409A-3(i)(5) to the extent required by Code Section 409A.

“**Code**” means the Internal Revenue Code of 1986, as amended.

“**Committee**” means a committee of one or more members of the Board, or of other individuals satisfying applicable laws, appointed by the Board to administer the Plan.

“**Common Share**” means one share of the common stock of the Company.

“**Company**” means Eyegate Pharmaceuticals, Inc., a Delaware corporation.

“**Consultant**” means a consultant or adviser who provides *bona fide* services to the Company, a Parent, a Subsidiary or an Affiliate as an independent contractor and who qualifies as a consultant or advisor under Instruction A.1.(a)(1) of Form S-8 under the Securities Act of 1933, as amended.

“**Employee**” means a common-law employee of the Company, a Parent, a Subsidiary or an Affiliate.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended.

“**Exercise Price**,” in the case of an Option, means the amount for which one Common Share may be purchased upon exercise of such Option, as specified in the applicable Stock Option Agreement. “Exercise Price,” in the case of a SAR, means an amount, as specified in the applicable SAR Agreement, which is subtracted from the Fair Market Value of one Common Share in determining the amount payable upon exercise of such SAR.

“**Fair Market Value**” means the closing price of a Common Share on any established stock exchange or a national market system on the applicable date or, if the applicable date is not a trading day, on the last trading day prior to the applicable date, as reported in a source that the Administrator deems reliable. If Common Shares are no longer traded on an established stock exchange or a national market system, the Fair Market Value shall be determined by the Administrator in good faith on such basis as it deems appropriate. The Administrator’s determination shall be conclusive and binding on all persons.

“**ISO**” means an incentive stock option described in Code Section 422(b).

“**NSO**” means a stock option not described in Code Sections 422 or 423.

“**Option**” means an ISO or NSO granted under the Plan and entitling the holder to purchase Common Shares.

“**Optionee**” means an individual or estate holding an Option or SAR.

“**Outside Director**” means a member of the Board who is not an Employee.

“**Parent**” means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company, if each of the corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Parent on a date after the adoption of the Plan shall be considered a Parent commencing as of such date.

“**Participant**” means an individual or estate holding an Award.

“**Performance Cash Award**” means an award of cash granted under Article 10.1 of the Plan.

“**Performance Goal**” means a goal established by the Administrator for the applicable Performance Period based on one or more of the performance criteria set forth in **Appendix A**. Depending on the performance criteria used, a Performance Goal may be expressed in terms of overall Company performance or the performance of a business unit, division, Subsidiary, Affiliate or an individual. A Performance Goal may be measured either in absolute terms or relative to the performance of one or more comparable companies or one or more relevant indices. The Administrator may adjust the results under any performance criterion to exclude any of the following events that occurs during a Performance Period: (a) asset write-downs, (b) litigation, claims, judgments or settlements, (c) the effect of changes in tax laws, accounting principles or other laws or provisions affecting reported results, (d) accruals for reorganization and restructuring programs, (e) extraordinary, unusual or non-recurring items, (f) exchange rate effects for non-U.S. dollar denominated net sales and operating earnings, or (g) statutory adjustments to corporate tax rates; provided, however, that if an Award is intended to qualify as “performance-based compensation” within the meaning of Code Section 162(m), such adjustment(s) shall only be made to the extent consistent with Code Section 162(m).

“**Performance Period**” means a period of time selected by the Administrator over which the attainment of one or more Performance Goals will be measured for the purpose of determining a Participant’s right to a Performance Cash Award or an Award of Restricted Shares or Stock Units that vests based on the achievement of Performance Goals. Performance Periods may be of varying and overlapping duration, at the discretion of the Administrator.

“**Plan**” means this Eyegate Pharmaceuticals, Inc. 2014 Equity Incentive Plan, as amended from time to time.

“**Registration Date**” means the effective date of the registration statement filed by the Company with the Securities and Exchange Commission pursuant to Form S-1.

“**Restricted Share**” means a Common Share awarded under the Plan.

“**Restricted Stock Agreement**” means the agreement between the Company and the recipient of a Restricted Share that contains the terms, conditions and restrictions pertaining to such Restricted Share.

“**SAR**” means a stock appreciation right granted under the Plan.

“**SAR Agreement**” means the agreement between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to his or her SAR.

“**Service**” means service as an Employee, Outside Director or Consultant.

“**Service Provider**” means any individual who is an Employee, Outside Director or Consultant.

“**Stock Award**” means any award of an Option, a SAR, a Restricted Share or a Stock Unit under the Plan.

“**Stock Option Agreement**” means the agreement between the Company and an Optionee that contains the terms, conditions and restrictions pertaining to his or her Option.

“**Stock Unit**” means a bookkeeping entry representing the equivalent of one Common Share, as awarded under the Plan.

“**Stock Unit Agreement**” means the agreement between the Company and the recipient of a Stock Unit that contains the terms, conditions and restrictions pertaining to such Stock Unit.

“**Subsidiary**” means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company, if each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain. A corporation that attains the status of a Subsidiary on a date after the adoption of the Plan shall be considered a Subsidiary commencing as of such date

“**Substitute Awards**” means Awards or Common Shares issued by the Company in assumption of, or substitution or exchange for, Awards previously granted, or the right or obligation to make future awards, in each case by a corporation acquired by the Company or any Affiliate or with which the Company or any Affiliate combines to the extent permitted by NASDAQ Marketplace Rule 5635 or any successor thereto.

**APPENDIX A
PERFORMANCE CRITERIA**

The Administrator may establish Performance Goals derived from one or more of the following criteria when it makes Awards of Restricted Shares or Stock Units that vest entirely or in part on the basis of performance or when it makes Performance Cash Awards:

- Earnings (before or after taxes)
 - Earnings per share
 - Earnings before interest, taxes and depreciation
 - Earnings before interest, taxes, depreciation and amortization
 - Total stockholder return
 - Return on equity or average stockholders' equity
 - Return on assets, investment or capital employed
 - Operating income
 - Gross margin
 - Operating margin
 - Net operating income
 - Net operating income after tax
 - Return on operating revenue
 - Objective corporate or individual strategic goals
 - To the extent that an Award is not intended to comply with Code Section 162(m), other measures of performance selected by the Administrator
 - Sales or revenue (using a measure thereof that complies with Section 162(m))
 - Expense or cost reduction
 - Working capital
 - Economic value added (or an equivalent metric)
 - Market share
 - Cash measures including cash flow and cash balance
 - Operating cash flow
 - Cash flow per share
 - Share price
 - Debt reduction
 - Customer satisfaction
 - Stockholders' equity
 - Contract awards or backlog
 - Objective individual performance goals
-

EYEGATE PHARMACEUTICALS, INC.

EMPLOYEE STOCK PURCHASE PLAN

The purpose of this Plan is to provide eligible employees of **Eyegate Pharmaceuticals, Inc.** (the “Company”) and certain of its subsidiaries with opportunities to purchase shares of the Company’s common stock, \$0.01 par value (the “Common Stock”), commencing at such time as the Board of Directors of the Company (the “Board”) shall determine. Subject to adjustment under Section 15 hereof, the number of shares of Common Stock that have been approved for this purpose is _____ shares of Common Stock.

This Plan is intended to qualify as an “employee stock purchase plan” as defined in Section 423 of the Internal Revenue Code of 1986, as amended (the “Code”), and the regulations issued thereunder, and shall be interpreted consistent therewith.

1. Administration. The Plan will be administered by the Board or by a committee appointed by the Board (the “Committee”). The Board or the Committee has authority to make rules and regulations for the administration of the Plan and its interpretation and decisions with regard thereto shall be final and conclusive.

2. Eligibility. All employees of the Company and all employees of any subsidiary of the Company (as defined in Section 424(f) of the Code) designated by the Board or the Committee from time to time (a “Designated Subsidiary”), are eligible to participate in any one or more of the offerings of Options (as defined in Section 9) to purchase Common Stock under the Plan provided that:

- a. they are customarily employed by the Company or a Designated Subsidiary for more than 20 hours a week and for more than five months in a calendar year;
- b. they have been employed by the Company or a Designated Subsidiary for at least six (6) months prior to enrolling in the Plan; and
- c. they are employees of the Company or a Designated Subsidiary on the first day of the applicable Plan Period (as defined below).

No employee may be granted an Option hereunder if such employee, immediately after the Option is granted, owns 5% or more of the total combined voting power or value of the stock of the Company or any subsidiary. For purposes of the preceding sentence, the attribution rules of Section 424(d) of the Code shall apply in determining the stock ownership of an employee, and all stock that the employee has a contractual right to purchase shall be treated as stock owned by the employee.

The Company retains the discretion to determine which eligible employees may participate in an offering pursuant to and consistent with Treasury Regulation Sections 1.423-2(e) and (f).

3. Offerings. The Company will make one or more offerings (“Offerings”) to employees to purchase stock under this Plan. Offerings will begin at such time as the Board shall determine. Each Offering will consist of a six-month period (a “Plan Period”) during which payroll deductions will be made and held for the purchase of Common Stock at the end of the Plan Period. The Board or the Committee may, at its discretion, choose a different Plan Period of not more than twelve (12) months for Offerings.

4. Participation. An employee eligible on the first day of a Plan Period of any Offering may participate in such Offering by completing and forwarding either a written or electronic payroll deduction authorization form to the employee’s appropriate payroll office at least 15 days prior to the commencement of the applicable Plan Period. The form will authorize a regular payroll deduction from the Compensation received by the employee during the Plan Period. Unless an employee files a new form or withdraws from the Plan, his or her deductions and purchases will continue at the same rate for future Offerings under the Plan as long as the Plan remains in effect. The term “Compensation” means the amount of money reportable on the employee’s Federal Income Tax Withholding Statement, excluding overtime, shift premium, incentive or bonus awards, allowances and reimbursements for expenses such as relocation allowances for travel expenses, income or gains associated with the grant or vesting of restricted stock, income or gains on the exercise of Company stock options or stock appreciation rights, and similar items, whether or not shown or separately identified on the employee’s Federal Income Tax Withholding Statement, but including, in the case of salespersons, sales commissions to the extent determined by the Board or the Committee.

5. Deductions. The Company will maintain payroll deduction accounts for all participating employees. With respect to any Offering made under this Plan, an employee may authorize a payroll deduction in any percentage amount (in whole percentages) up to a maximum of 15% of the Compensation he or she receives during the Plan Period or such shorter period during which deductions from payroll are made. The Board or the Committee may, at its discretion, designate a lower maximum contribution rate. The minimum payroll deduction is such percentage of Compensation as may be established from time to time by the Board or the Committee.

6. Deduction Changes. An employee may decrease or discontinue his or her payroll deduction once during any Plan Period, by filing either a written or electronic new payroll deduction authorization form. However, an employee may not increase his or her payroll deduction during a Plan Period. If an employee elects to discontinue his or her payroll deductions during a Plan Period, but does not elect to withdraw his or her funds pursuant to Section 8 hereof, funds deducted prior to his or her election to discontinue will be applied to the purchase of Common Stock on the Exercise Date (as defined below).

7. Interest. Interest will not be paid on any employee accounts, except to the extent that the Board or the Committee, in its sole discretion, elects to credit employee accounts with interest at such rate as it may from time to time determine.

8. Withdrawal of Funds. An employee may at any time prior to the close of business on the fifteenth business day prior to the end of a Plan Period and for any reason permanently draw out the balance accumulated in the employee's account and thereby withdraw from participation in an Offering. Partial withdrawals are not permitted. The employee may not begin participation again during the remainder of the Plan Period during which the employee withdrew his or her balance. The employee may participate in any subsequent Offering in accordance with terms and conditions established by the Board or the Committee.

9. Purchase of Shares.

a. Number of Shares. On the first day of each Plan Period, the Company will grant to each eligible employee who is then a participant in the Plan an option (an "Option") to purchase on the last business day of such Plan Period (the "Exercise Date") at the applicable purchase price (the "Option Price") up to that number of shares of Common Stock determined by multiplying \$ by the number of full months in the Plan Period and dividing the result by the closing price (as determined below) on the first day of such Plan Period; provided, however, that no employee may be granted an Option which permits his or her rights to purchase Common Stock under this Plan and any other employee stock purchase plan (as defined in Section 423(b) of the Code) of the Company and its subsidiaries, to accrue at a rate which exceeds \$25,000 of the fair market value of such Common Stock (determined at the date such Option is granted) for each calendar year in which the Option is outstanding at any time; and, provided, further, however, that the Committee may, in its discretion, set a fixed maximum number of shares of Common Stock that each eligible employee may purchase per Plan Period which number may not be greater than the number of shares of Common Stock determined by using the formula in the first clause of this Section 9(a) and which number shall be subject to the second clause of this Section 9(a).

b. Option Price. The Board or the Committee shall determine the Option Price for each Plan Period, including whether such Option Price shall be determined based on the lesser of the closing price of the Common Stock on (i) the first business day of the Plan Period or (ii) the Exercise Date, or shall be based solely on the closing price of the Common Stock on the Exercise Date; provided, however, that such Option Price shall be at least 85% of the applicable closing price. In the absence of a determination by the Board or the Committee, the Option Price will be 85% of the lesser of the closing price of the Common Stock on (i) the first business day of the Plan Period or (ii) the Exercise Date. The closing price shall be (a) the closing price (for the primary trading session) on any national securities exchange on which the Common Stock is listed or (b) the average of the closing bid and asked prices in the over-the-counter-market, whichever is applicable, as published in The Wall Street Journal or another source selected by the Board or the Committee. If no sales of Common Stock were made on such a day, the price of the Common Stock shall be the reported price for the next preceding day on which sales were made.

c. Exercise of Option. Each employee who continues to be a participant in the Plan on the Exercise Date shall be deemed to have exercised his Option at the Option Price on such date and shall be deemed to have purchased from the Company the number of whole shares of Common Stock reserved for the purpose of the Plan that his accumulated payroll deductions on such date will pay for, but not in excess of the maximum numbers determined in the manner set forth above.

d. Return of Unused Payroll Deductions. Any balance remaining in an employee's payroll deduction account at the end of a Plan Period will be automatically refunded to the employee, except that any balance that is less than the purchase price of one share of Common Stock will be carried forward into the employee's payroll deduction account for the following Offering, unless the employee elects not to participate in the following Offering under the Plan, in which case the balance in the employee's account shall be refunded.

10. Issuance of Certificates. Certificates representing shares of Common Stock purchased under the Plan may be issued only in the name of the employee, in the name of the employee and another person of legal age as joint tenants with rights of survivorship, or (in the Company's sole discretion) in the name of a brokerage firm, bank, or other nominee holder designated by the employee. The Company may, in its sole discretion and in compliance with applicable laws, authorize the use of book entry registration of shares in lieu of issuing stock certificates.

11. Rights on Retirement, Death or Termination of Employment. If a participating employee's employment ends before the last business day of a Plan Period, no payroll deduction shall be taken from any pay then due and owing to the employee and the balance in the employee's account shall be paid to the employee. In the event of the employee's death before the last business day of a Plan Period, the Company shall, upon notification of such death, pay the balance of the employee's account (a) to the executor or administrator of the employee's estate or (b) if no such executor or administrator has been appointed to the knowledge of the Company, to such other person(s) as the Company may, in its discretion, designate. If, before the last business day of the Plan Period, the Designated Subsidiary by which an employee is employed ceases to be a subsidiary of the Company, or if the employee is transferred to a subsidiary of the Company that is not a Designated Subsidiary, the employee shall be deemed to have terminated employment for the purposes of this Plan.

12. Optionees Not Stockholders. Neither the granting of an Option to an employee nor the deductions from his or her pay shall make such employee a stockholder of the shares of Common Stock covered by an Option under this Plan until he or she has purchased and received such shares.

13. Options Not Transferable. Options under this Plan are not transferable by a participating employee other than by will or the laws of descent and distribution, and are exercisable during the employee's lifetime only by the employee.

14. Application of Funds. All funds received or held by the Company under this Plan may be combined with other corporate funds and may be used for any corporate purpose.

15. Adjustment for Changes in Common Stock and Certain Other Events

a. Changes in Capitalization. In the event of any stock split, reverse stock split, stock dividend, recapitalization, combination of shares, reclassification of shares, spin-off or other similar change in capitalization or event, or any dividend or distribution to holders of Common Stock other than an ordinary cash dividend, (i) the number and class of securities available under this Plan, (ii) the share limitations set forth in Section 9, and (iii) the Option Price shall be equitably adjusted to the extent determined by the Board or the Committee.

b. Reorganization Events

1. Definition. A "Reorganization Event" shall mean: (a) any merger or consolidation of the Company with or into another entity as a result of which all of the Common Stock of the Company is converted into or exchanged for the right to receive cash, securities or other property or is cancelled, (b) any transfer or disposition of all of the Common Stock of the Company for cash, securities or other property pursuant to a share exchange or other transaction or (c) any liquidation or dissolution of the Company.

2. Consequences of a Reorganization Event on Options In connection with a Reorganization Event, the Board or the Committee may take any one or more of the following actions as to outstanding Options on such terms as the Board or the Committee determines: (i) provide that Options shall be assumed, or substantially equivalent Options shall be substituted, by the acquiring or succeeding corporation (or an affiliate thereof), (ii) upon written notice to employees, provide that all outstanding Options will be terminated immediately prior to the consummation of such Reorganization Event and that all such outstanding Options will become exercisable to the extent of accumulated payroll deductions as of a date specified by the Board or the Committee in such notice, which date shall not be less than 10 days preceding the effective date of the Reorganization Event, (iii) upon written notice to employees, provide that all outstanding Options will be cancelled as of a date prior to the effective date of the Reorganization Event and that all accumulated payroll deductions will be returned to participating employees on such date, (iv) in the event of a Reorganization Event under the terms of which holders of Common Stock will receive upon consummation thereof a cash payment for each share surrendered in the Reorganization Event (the "Acquisition Price"), change the last day of the Plan Period to be the date of the consummation of the Reorganization Event and make or provide for a cash payment to each employee equal to (A) (1) the Acquisition Price times (2) the number of shares of Common Stock that the employee's accumulated payroll deductions as of immediately prior to the Reorganization Event could purchase at the Option Price, where the Acquisition Price is treated as the fair market value of the Common Stock on the last day of the applicable Plan Period for purposes of determining the Option Price under Section 9(b) hereof, and where the number of shares that could be purchased is subject to the limitations set forth in Section 9(a), minus (B) the result of multiplying such number of shares by such Option Price, (v) provide that, in connection with a liquidation or dissolution of the Company, Options shall convert into the right to receive liquidation proceeds (net of the Option Price thereof) and (vi) any combination of the foregoing.

For purposes of clause (i) above, an Option shall be considered assumed if, following consummation of the Reorganization Event, the Option confers the right to purchase, for each share of Common Stock subject to the Option immediately prior to the consummation of the Reorganization Event, the consideration (whether cash, securities or other property) received as a result of the Reorganization Event by holders of Common Stock for each share of Common Stock held immediately prior to the consummation of the Reorganization Event (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares of Common Stock); provided, however, that if the consideration received as a result of the Reorganization Event is not solely common stock of the acquiring or succeeding corporation (or an affiliate thereof), the Company may, with the consent of the acquiring or succeeding corporation, provide for the consideration to be received upon the exercise of Options to consist solely of such number of shares of common stock of the acquiring or succeeding corporation (or an affiliate thereof) that the Board determines to be equivalent in value (as of the date of such determination or another date specified by the Board) to the per share consideration received by holders of outstanding shares of Common Stock as a result of the Reorganization Event.

16. Amendment of the Plan. The Board may at any time, and from time to time, amend or suspend this Plan or any portion thereof, except that (a) if the approval of any such amendment by the shareholders of the Company is required by Section 423 of the Code, such amendment shall not be effected without such approval, and (b) in no event may any amendment be made that would cause the Plan to fail to comply with Section 423 of the Code.

17. Insufficient Shares. If the total number of shares of Common Stock specified in elections to be purchased under any Offering plus the number of shares purchased under previous Offerings under this Plan exceeds the maximum number of shares issuable under this Plan, the Board or the Committee will allot the shares then available on a pro-rata basis.

18. Termination of the Plan. This Plan may be terminated at any time by the Board. Upon termination of this Plan all amounts in the accounts of participating employees shall be promptly refunded.

19. Governmental Regulations. The Company's obligation to sell and deliver Common Stock under this Plan is subject to listing on a national stock exchange (to the extent the Common Stock is then so listed or quoted) and the approval of all governmental authorities required in connection with the authorization, issuance or sale of such stock.

20. Governing Law. The Plan shall be governed by Delaware law except to the extent that such law is preempted by federal law.

21. Issuance of Shares. Shares may be issued upon exercise of an Option from authorized but unissued Common Stock, from shares held in the treasury of the Company, or from any other proper source.

22. Notification upon Sale of Shares. Each employee agrees, by entering the Plan, to promptly give the Company notice of any disposition of shares purchased under the Plan where such disposition occurs within two years after the date of grant of the Option pursuant to which such shares were purchased.

23. Grants to Employees in Foreign Jurisdictions. The Company may, to comply with the laws of a foreign jurisdiction, grant Options to employees of the Company or a Designated Subsidiary who are citizens or residents of such foreign jurisdiction (without regard to whether they are also citizens of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) with terms that are less favorable (but not more favorable) than the terms of Options granted under the Plan to employees of the Company or a Designated Subsidiary who are resident in the United States. Notwithstanding the preceding provisions of this Plan, employees of the Company or a Designated Subsidiary who are citizens or residents of a foreign jurisdiction (without regard to whether they are also citizens of the United States or resident aliens (within the meaning of Section 7701(b)(1)(A) of the Code)) may be excluded from eligibility under the Plan if (a) the grant of an Option under the Plan to a citizen or resident of the foreign jurisdiction is prohibited under the laws of such jurisdiction or (b) compliance with the laws of the foreign jurisdiction would cause the Plan to violate the requirements of Section 423 of the Code. The Company may add one or more appendices to this Plan describing the operation of the Plan in those foreign jurisdictions in which employees are excluded from participation or granted less favorable Options.

24. Authorization of Sub-Plans. The Board may from time to time establish one or more sub-plans under the Plan with respect to one or more Designated Subsidiaries, provided that such sub-plan complies with Section 423 of the Code.

25. Withholding. If applicable tax laws impose a tax withholding obligation, each affected employee shall, no later than the date of the event creating the tax liability, make provision satisfactory to the Board for payment of any taxes required by law to be withheld in connection with any transaction related to Options granted to or shares acquired by such employee pursuant to the Plan. The Company may, to the extent permitted by law, deduct any such taxes from any payment of any kind otherwise due to an employee.

26. Effective Date and Approval of Shareholders. The Plan shall take effect immediately following the closing of the initial public offering of the Common Stock, subject to approval by the shareholders of the Company as required by Section 423 of the Code, which approval must occur within twelve months of the adoption of the Plan by the Board.

CONFIDENTIAL TREATMENT REQUESTED

The confidential portions of this exhibit have been delivered separately to the Securities and Exchange Commission pursuant to a confidential application for confidential treatment in accordance with Rule 406 of the Securities Act of 1933, as amended.

REDACTED PORTIONS OF THIS EXHIBIT ARE MARKED BY AN [***].

TRANSACTION PROTOCOL

BETWEEN THE UNDERSIGNED

OPTIS B.V

A company incorporated in the Netherlands with its registered office at Drentestaat 20-1083 HK Amsterdam, The Netherlands, represented for the purpose of this agreement by Mr. Colin LONGHURST in his position as the representative of the company EMT, the sole Director by virtue of the articles of association of Optis B.V. dated 8 April 1998, appended to this agreement.

OPTIS France SA

A limited company with capital of 250,000 French francs with its registered office in Paris at 52 rue de Théâtre, 75015 PARIS, entered in the Paris Trade & Companies Register with the number 419 248 471 00015, represented for the purpose of this agreement by Mr. Alain KLEINSINGER in his position as the Chairman and Managing Director duly authorised for this purpose by virtue of the meeting of the Board of Directors on 27 April 1998, the minutes of which are appended to this agreement.

Hereinafter known as the "OPTIS GROUP"

THE FIRST PARTY,

AND

Mrs Francine BEHAR-COHEN, born on 10 August 1963 in Neuilly sur Seine, residing at 78 bis, avenue Henri Martin, 75116 Paris, exercising the profession of Chief Clinician at the Hôpital Hôtel Dieu (Hôtel Dieu Hospital).

Hereinafter known as "Mrs. Francine BEHAR-COHEN"

THE SECOND PARTY

THE FOLLOWING HAVING BEEN PREVIOUSLY STIPULATED:

Professor POULIQUEN of the Hôtel Dieu suggested to Mrs. Francine BEHAR-COHEN in November 1994, as she was completing her resident medical studentship, that she should make contact with Professor Jean-Marie PAREL, then Associate Professor at the Hôtel Dieu in Paris for the purpose of developing research projects.

One of these projects consisted of developing a device for the intraocular transfer of active substances by iontophoresis on which the Laboratory of Biophysics at the University of Miami, BASCOM PALMER EYE-INSTITUTE had worked, under the direction of Professor Jean-Marie PAREL.

Numerous scientific and technical exchanges took place between Mrs. Francine BEHAR-COHEN and Professor Jean-Marie PAREL between 1994 and 1997 and, from her base in France, Mrs. Francine BEHAR-COHEN played a decisive role in development work on the applicator, a major part of the device.

At the beginning of 1997, it became necessary to seek support from an industrial partner in order to continue research, carry out clinical trials and develop the equipment in order to arrive at the stage of a marketable medical device.

Mrs. Francine BEHAR-COHEN explained the project to Mr. Alain Kleinsinger and discussed the possibility of him taking charge of the search for finance for the project.

On the initiative of Mrs. Francine BEHAR-COHEN, Mr. Alain KLEINSINGER approached Jean-Marie PAREL and made contact with the "technology transfer" department of the University of Miami. This department advised him that the University wished to transfer the invention without incurring patent fees and that it was the sole owner of the invention.

After he had signed a confidentiality undertaking, all the information relating to the device was disclosed by the University of Miami to Mr. Alain KLEINSINGER in a document on the headed paper of the University of Miami entitled "Invention disclosure" signed by all those involved in the invention, including Mrs. Francine BEHAR-COHEN.

This document detailed the origin of the work and all the results that had been obtained. It also contained an "assignment"; an agreement to transfer the rights to the invention to the University of Miami from the inventors attached to the University of Miami.

Not being tied to the University of Miami by any legal contract, Francine BEHAR-COHEN could not be bound by this assignment. A specific transfer agreement relating to her should have been drawn up at the same time, a fact that Mr. Kleinsinger was not aware of.

Furthermore, on 23 December 1997, the University transferred its invention by means of a contract known as a "licence agreement" authorising the use of the invention and the technology. In this agreement, the University of Miami declared itself the sole owner of the rights relating to the invention ("sole owner").

Moreover, a "Research and Development Agreement" was concluded on 13 January 1998 between the University and OPTIS BV with a view to the University continuing the research and developing the project on behalf of OPTIS.

Having been made aware of the rights of Francine BEHAR-COHEN with regard to the invention, the Optis Group now intends to recognise these rights in order to guarantee untroubled use of the patent.

This having been stipulated, the parties met in order to reach a complete and final compromise, with the application of articles 2044 and the following of Civil Law, with the aim of settling all disputes between them relating to the device for the intraocular transfer of active substances by iontophoresis and to its use by the OPTIS Group.

THE FOLLOWING HAS BEEN AGREED AND SET DOWN

ARTICLE 1. SUBJECT

The undersigned parties agree to settle their dispute as follows:

The OPTIS Group acknowledges Mrs. Francine BEHAR-COHEN's role as the co-inventor of the invention and therefore that she had a right to be the co-owner of the patent and its international extensions which protect the device for the intraocular transfer of active substances by iontophoresis.

Nevertheless, it is expressly agreed between the parties that Mrs. Francine BEHAR-COHEN hereby renounces her right to take action against the OPTIS Group for recovery of the registered patents.

In return, the OPTIS Group expressly recognizes the ownership rights of Mrs. Francine BEHAR-COHEN to the invention and will therefore pay her a fee calculated as outlined in article 6.

ARTICLE 2. QUALIFICATION

This agreement represents a transaction between the parties and has the authority of a final judgment pursuant to articles 2044 and the following of Civil Law.

It is binding on and commits the parties, their successors and legal claimants.

ARTICLE 3. INDIVISIBILITY

The various component parts of this transaction represent an indivisible whole and all the clauses and conditions they contain are applicable.

ARTICLE 4. VALIDITY

The parties acknowledge that they have freely discussed this agreement and that their consent is given following reflection, without a constraint of any kind and in full knowledge of the nature and extent of the rights that they have mutually agreed to waive.

As a result and subject to the implementation of this agreement, the parties mutually acknowledge that their rights have been fulfilled and undertake not to denounce this agreement in any way, pursuant to article 2052 of Civil law.

ARTICLE 5. CAPACITY

Both of the parties declare that they are not aware of any direct or indirect impediment to the conclusion and implementation of this agreement, of a contractual, legal or judicial nature.

ARTICLE 6. FEES AND CONDITIONS

6.1. OPTIS B.V. undertakes to pay Mrs. Francine BEHAR-COHEN a pre-tax figure (all additional taxes being borne by OPTIS B.V.) of [***] of the pre-tax turnover generated for the Optis Group by use of the invention within the group and with third parties, both in France and abroad.

6.2. As a result, OPTIS B.V. will pay this percentage calculated on the basis of the turnover generated by the granting of a French and/or foreign licence to the patent and all other profits of whatever kind generated in whole or part thanks to the direct or indirect use of the patented invention.

***** CONFIDENTIAL TREATMENT REQUESTED**

- 6.3. The OPTIS Group also undertakes to guarantee optimum use of the patented invention, in a public, unequivocal and continuous manner.
- 6.4. OPTIS B.V. also undertakes to bear all the costs relating to the various registrations and annual payments.
- 6.5. The OPTIS B.V. GROUP will handle the contract with the University of Miami, the legal claimants of other co-inventors and any possible fees. This agreement and the contract with the University of Miami are two distinct and separate contracts.
- 6.6. The same applies to contracts signed within the OPTIS Group, which may not in any way have an influence on the level of fees due to Mrs. Francine BEHAR-COHEN. In the event of an overall sale of the company Optis France to a third party, and in the event that the percentage of the fees collected by OPTIS BV is reduced, those due to Mrs. Francine BEHAR-COHEN will be reduced accordingly.
- 6.7. OPTIS BV will pay the above fees within 3 months following the publication of the accounts for the financial year enabling the level of fees to be determined and will also provide a statement of the amounts received for use of the invention.
- 6.8. The OPTIS Group undertakes to keep separate accounts of all the sales, transfers and concessions relating to the patent.
- 6.9. All the amounts and percentages mentioned in this agreement are expressed after the deduction of VAT and/or any stoppages at source that may be due.
- 6.10. The OPTIS Group will take charge of paying all duties, taxes, stoppages at source or deductions of all kinds that are due by virtue of the aforementioned remuneration.
- 6.11. Any late payment will rightfully result in the application of late payment interest calculated at 1.5 times the legal rate.
- 6.12. Mrs. Francine BEHAR-COHEN reserves the right to examine or to have examined at any time, by an intermediary of her choice, who is bound by a code of professional secrecy, the books and activities of the OPTIS Group with a view to checking the level of her fees.
- 6.13. The OPTIS Group undertakes to facilitate any such examination by making its accounting documents available to her or her representative, during working hours on its premises, and by granting free access to Mrs. Francine BEHAR-COHEN or her advisor.
- 6.14. The fees will be paid while the invention is being used, whether or not there is a valid patent, for a maximum of twenty (20) years from the date on which the initial patent application is submitted.
- 6.15. Once the invention has been marketed, the fee fixed by this agreement will be due from OPTIS BV notwithstanding the existence or not of adjustments and improvements made by the OPTIS Group or a third party.
- 6.16. Subject to the rights of the University of Miami, Mrs. Francine BEHAR-COHEN declares, on the day this agreement is concluded, that she is in possession of all the necessary rights to guarantee the OPTIS Group untroubled use of the rights granted and that there is therefore no hindrance or obstacle to the implementation of this agreement.

6.17. The OPTIS Group declares that it has been fully informed of the conditions under which the invention was discovered and of its patent registration.

6.18. As a result, the OPTIS Group will take control of any proceedings and take charge of disputes relating to the patent and its extensions, at its own cost, loss and/or benefit.

6.19. Mrs. Francine BEHAR-COHEN may not be called on to provide a guarantee in any event. She nevertheless undertakes to provide all her assistance in any proceedings brought or in any defense.

6.20. In the event that the patent is transferred, OPTIS BV will inform Mrs. Francine BEHAR-COHEN of this. She will have the option of requiring from OPTIS BV the transfer to the party acquiring the patent of the obligations incumbent on the OPTIS Group under the terms of this agreement or the payment of a lump sum, the amount of which will be agreed between the parties.

ARTICLE 7. AVOIDANCE CLAUSE

Should the OPTIS Group fail to fulfill any one of its obligations, in particular should it fail to pay all or some of the amounts outlined in article 6, this agreement will be rightfully terminated without formalities should this appear necessary to Mrs. Francine BEHAR-COHEN, thirty calendar days after the issue of an official notification by means of a registered letter with acknowledgement of receipt, which has remained wholly or partly ineffective during this period, without prejudice to penalties that may also be paid to her, pursuant to the penalty clause contained in this agreement, and to other rights and methods of recourse, Mrs. Francine BEHAR-COHEN reserving the right to recover all of her rights.

Should Mrs. Francine BEHAR-COHEN fail to adhere to any one of the declarations she has made, this agreement will be rightfully terminated without formalities should this appear necessary to the OPTIS Group, thirty calendar days after the issue of an official notification by means of a registered letter with acknowledgement of receipt, which has remained wholly or partly ineffective during this period, without prejudice to penalties that may also be paid to the latter, pursuant to the penalty clause contained in this agreement, and to other rights and methods of recourse, the OPTIS Group reserving the right to recover all of its rights.

ARTICLE 8. COSTS

Mrs. Francine BEHAR-COHEN will specifically bear the costs of registering this agreement with the National Register of the INPI (French National Patent Office) should she decide to do so.

ARTICLE 9. THE SCOPE OF THIS AGREEMENT

In the view of both parties, the statement that precedes this agreement appears as an explanation and is not limitative, the aim of this agreement being to definitively put an end to any past, present or future dispute regarding the rights and obligations of the parties relating directly or indirectly to the facts and items outlined above.

The technical assistance provided by Mrs. Francine BEHAR-COHEN to the OPTIS Group in developing the device, during the course of 1998 and 1999, will form the subject of a specific consultancy agreement.

ARTICLE 10. MODIFICATIONS

Any modifications to this agreement will only be valid in the form of a codicil to this agreement.

ARTICLE 11. TOLERANCE

The fact that one of the parties does not avail itself of any of its rights resulting from this agreement may not be interpreted, whatever the duration, extent or frequency of this tolerance, as an abandonment of the right to subsequently require adherence to any of the clauses and conditions of this agreement, at any time and without prior notice.

ARTICLE 12. ELECTION OF DOMICILE

For the implementation of this agreement, the parties elect domicile
- for OPTIS B.V. and OPTIS France at their aforementioned registered offices,
- for Mrs. Francine BEHAR-COHEN, at her aforementioned place of residence.

ARTICLE 13. APPLICABLE LAW

This agreement will be governed by and interpreted in accordance with the laws of the French Republic.

Drawn up in Paris on 23 July 1999 In 3 copies
including 1 copy for the INPI

(Appendix A, copy of all the patent applications)

/s/ Colin LONGHURST
Colin LONGHURST

/s/ Alain KLEINSINGER
Alain KLEINSINGER

/s/ Francine BEHAR-COHEN
Francine BEHAR-COHEN

Appendix A

PATENT RIGHTS

- French patent application N°9800009 (now granted, same number)
- European patent application N°98 403189.8 (now granted, N°0927560)
- Canadian patent application N°2 257 749
- Japanese patent application N°10-373 848
- US patent application N°09/225,206 (now granted, N° 6,154,671)
- Mexican patent application N°9900311
- Korean patent application N°98-59369
- Brazilian patent application N°PI 99 00009-1
- Israeli patent application N° 127 711 (now granted, same number)

CONFIDENTIAL TREATMENT REQUESTED

The confidential portions of this exhibit have been delivered separately to the Securities and Exchange Commission pursuant to a confidential application for confidential treatment in accordance with Rule 406 of the Securities Act of 1933, as amended.

REDACTED PORTIONS OF THIS EXHIBIT ARE MARKED BY AN [***].

Amended and Restated License Agreement

This Amended and Restated License Agreement (this "Agreement") is entered into and made effective the 16th day of December 2005 (the "Effective Date") between UNIVERSITY OF MIAMI and its School of Medicine, whose principal place of business is at 1600 N.W. 10th Avenue, Miami, Florida 33 136 (hereinafter referred to as "LICENSOR") and EYEGATE PHARMA SA, a French corporation whose principal place of business is at Tour de l'Horloge 4, place Louis Armand, 75012 PARIS, France and formerly known as Optis France SA (hereinafter referred to as "LICENSEE").

WITNESSETH

WHEREAS, LICENSOR entered into a License Agreement, effective as of December 23, 1997 (the "Original License Agreement"), with OPTISINVEST NV. ("OPTISINVEST") pursuant to which, among other things, LICENSOR granted to OPTISINVEST an exclusive license to all of LICENSOR's right, title and interest in and to (i) the technology and product identified as a non-invasive device for transfer of pharmaceutical agents drugs, biomolecules and dyes in the eyes, orbital tissues, and tissues surrounding the eye, (ii) the Scientific Results (as defined in Section 1.9 of the Original License Agreement) and (iii) the Know-How (as defined in Section 1.11 of the Original License Agreement).

WHEREAS, OPTISINVEST filed a priority patent application in France on January 5, 1998 claiming, among other things, certain of the technology and inventions licensed exclusively by OPTISINVEST from LICENSOR pursuant to the Original License Agreement (such priority patent application being hereinafter referred to as the "Original Patent Application").

WHEREAS, OPTISINVEST assigned and transferred all of its right, title and interest in and to the Original License Agreement to OPTIS B.V., an affiliate of OPTISINVEST, and LICENSOR consented to such transfer pursuant to a Transfer Agreement, dated August 1, 1998, executed and delivered by LICENSOR and OPTISINVEST.

WHEREAS, effective as of February 15, 1999, OPTISINVEST and OPTIS B.V. entered into an Assignment of Business Assets pursuant to which, among other things, OPTISINVEST assigned and transferred to OPTIS B.V. all right, title and interest of OPTISINVEST in and to the Original Patent Application and certain other patent applications that were previously filed by OPTISINVEST in Brazil, Canada, Israel, Japan, Mexico, South Korea, the United States and the European Union and that were foreign counterparts of the Original Patent Application.

WHEREAS, on March 8, 1999, entered into and made effective June 22, 1998, OPTIS B.V. and LICENSEE, at the time an affiliate of OPTIS B.V., entered into a License Agreement pursuant to which, among other things, OPTIS B.V. granted to LICENSEE a worldwide, exclusive license to make, have made, use and sell any product which is covered under (i) the Original Patent Application, (ii) certain other related patent applications listed in such License Agreement, (iii) all foreign counterparts of the Original Patent Application and such other related patent applications and (iv) all patents issuing from the Original Patent Application, such other related patent applications and such foreign counterparts.

WHEREAS, on December 13, 2002, OPTIS B.V. and LICENSEE entered into an Assignment Deed pursuant to which, among other things, OPTIS B.V. assigned and transferred to LICENSEE all right, title and interest of OPTIS B.V. in and to all patent rights pertaining to, and all inventions and discoveries disclosed or claimed in, (i) the Original Patent Application, (ii) certain other related patent applications listed in such Assignment Deed, (iii) all foreign counterparts of the Original Patent Application and such other related patent applications and (iv) all patents issuing from the Original Patent Application, such other related patent applications and such foreign counterparts.

WHEREAS, LICENSOR entered into an Agreement, effective as of December 18, 2002 (the "Modification Agreement"), with OPTIS B.V. pursuant to which, among other things, the terms of the Original License Agreement were modified as set forth in the Modification Agreement.

WHEREAS, simultaneously with the execution and delivery of this Agreement, LICENSOR, LICENSEE and OPTIS B.V. are entering into an Assignment, Consent and Termination Agreement for purposes of, among other things, (i) providing for the assignment and transfer by OPTIS B.V. of all of OPTIS B.V.'s right, title and interest in and to the Original License Agreement and the Modification Agreement to LICENSEE, (ii) acknowledging LICENSOR's consent to the assignment referred to in the foregoing clause (i), and (iii) terminating the Modification Agreement.

WHEREAS, LICENSOR and LICENSEE desire to enter into this Agreement for purposes of amending and restating the terms of the Original License Agreement to read in their entirety as set forth in this Agreement.

NOW THEREFORE, for these and other valuable considerations, the receipt of which is hereby acknowledged, the parties hereby amend and restate the Original License Agreement to read in its entirety as follows:

1. Definitions:

1.1. "Affiliate" shall mean any corporation or other business entity controlled by, controlling or under common control with, LICENSOR or LICENSEE. For this purpose, "control" shall mean direct or indirect beneficial ownership of at least a fifty percent (50%) of the voting stock of, or at least a fifty percent (50%) interest in the income of such corporation or other business entity, or such other relationship as, in fact, constitutes actual control.

1.2. "Sublicensee" as used in this Agreement shall mean any third party to whom LICENSEE has granted a license to make, have made, use and sell the Product under the Patent Rights, provided said third party has agreed in writing with LICENSEE to accept the conditions and restrictions agreed to by LICENSEE in this Agreement.

1.3. "Patent Rights" shall mean LICENSEE's rights in the patents and patent applications listed in Appendix A attached hereto, or any new claim, re-examination, reissue or improvement or extension thereof, and the foreign counterpart patents, patent applications and patents issuing therefrom.

1.4. "Product" shall mean any machine, equipment, or device that has been reduced to practice in the Report of Invention Disclosure and that:

- (a) is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Patent Rights in the country in which such machine, equipment or device is made, used or sold; or
- (b) is manufactured by using a process which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the Patent Rights in the country in which such process is used or in which such machine, equipment or device is used or sold; or
- (c) is covered in whole or in part by the Know How defined in Section 1.10 below.

1.5. "Net Sales" shall mean (I) the amount invoiced on account of sale of Products by LICENSEE to third party purchasers or users of Products that are not Sublicensees or Affiliates of LICENSEE, less, if and to the extent appropriately documented, (a) cash discounts to purchasers allowed in amounts customary in the trade, (b) amounts for transportation, insurance or shipping charges to purchasers, (c) credits for returns, allowances or trades, (d) taxes and duties levied on the sale of Products, whether absorbed by Licensee or paid by the purchaser and (e) allowances or reserves for bad debt taken or established in accordance with generally accepted accounting principles, and (II) all royalties received by LICENSEE from Sublicensees in connection with sales of Products by such Sublicensees. In the event that a Product is sold as a component of a Bundled Product, then Net Sales shall be determined by multiplying the Net Sales of the Bundled Product by the fraction $A/(A+B)$ where A equals the average selling price of such Product sold separately in finished form and B equals the aggregate average selling price of the relevant other product(s) included in such Bundled Product sold separately in finished form, in each case in the relevant country in which sales of such Bundled Product were made. In the event that no separate sale of such Product is made in the relevant country in which the sale of such Bundled Product was made and that there are separate sales of the relevant other product(s) included in such Bundled Product in the relevant country in which the sale of such Bundled Product was made, then Net Sales shall be determined by multiplying the Net Sales of the Bundled Product by the fraction $(E - B)/E$, where E equals the average selling price of the Bundled Product for the country in which sales were made. In the event that no separate sale of either such Product or the relevant other product(s) is made in the relevant country in which the sale of such Bundled Product was made, then Net Sales shall be determined by multiplying the Net Sales of the Bundled Product by the fraction $C/(C+D)$, where C equals the fully absorbed cost of manufacturing such Product and D equals the full absorbed cost of manufacturing the relevant other product(s).

- 1.6. "Territory" shall mean the world.
- 1.7. "Field of Use" shall mean medical treatment for eyes by iontophoresis.
- 1.8. "Scientific Results" shall mean all the results already obtained by LICENSOR and disclosed in the Report of Invention Disclosure.
- 1.9. "Report of Invention Disclosure" shall mean the report describing (i) a certain invention or inventions and its or their related Know-How, (ii) certain scientific results, (iii) the potential applications of such invention or inventions, and (iv) the work needed to be performed to convert such invention or inventions into a marketable product, which report is dated 6/25/97 and owned by University.
- 1.10. "Know-How" shall mean technical and other information, including information comprising or relating to concepts, discoveries, data, designs, formulae, methods, models, research plans, procedures, designs for experiments and tests and results of experimentation and testing, formulations and processes (including manufacturing processes, specifications and techniques) that is or are disclosed in the Report of Invention Disclosure.
- 1.11. "Bundled Product" shall mean Product sold to a third party in combination with one or more other products or services and where the price of the Product is not shown separately on the invoice.

2. Grant

- 2.1. In consideration for payment of royalties, LICENSOR hereby grants to LICENSEE an exclusive license in the Territory for the Field of Use, with the right to sublicense, under the Scientific Results and Know-How, (i) to research, develop, make, have made, use and sell Products and (ii) to practice the Scientific Results, the Know-How and all of the inventions disclosed in the Report of Invention Disclosure.
- 2.2. LICENSOR grants to the LICENSEE the authority to make any application for patents, including patent applications related to Scientific Results, in the name of LICENSEE; all expenses of obtaining and maintaining said patents shall be paid by LICENSEE.
- 2.3. LICENSOR retains the right to practice the Scientific Results, Know-How and inventions licensed pursuant to Section 2.1 hereof for its own internal educational and research purposes but not for Commercial Purposes (as defined below). For purposes of this Section 2.3, the term "Commercial Purposes" means the use of the Scientific Results, Know-How or such inventions in a product which is sold or otherwise commercially distributed for use in the Field, or for the purpose of developing, producing, manufacturing, making, having made, using, distributing for sale, promoting, marketing, offering for sale, selling, having sold, importing or exporting any product for use in the Field.
- 2.4. For the filing of patents applications within the Patent Rights by LICENSEE, any Affiliate of LICENSEE or any Sublicensee, LICENSOR undertakes:

2.4.1. to communicate to LICENSEE all technical information necessary in order to file such patent applications,

2.4.2. to do such acts and execute such documents as shall be necessary or desirable to enable LICENSEE to file such patent applications and prosecute said applications up to delivery of a granted patent.

2.5. A copy of filed patent application(s) within the Patent Rights and a copy of any related search report shall be given to LICENSOR.

2.6. Inventors shall be mentioned as such on the patents within Patent Rights. In this respect, LICENSOR undertakes to cause such inventors to do such acts and execute such documents as shall be necessary or desirable to enable LICENSEE to file any and all patent applications within the Patent Rights and prosecute said patent applications up to delivery of a granted patent at LICENSEE's expense.

2.7. If LICENSEE decides not to file, prosecute or maintain any Patent Rights, it must notify in due time LICENSOR so that LICENSOR can, if it wants, substitute themselves in the procedure of filing, prosecuting or maintaining said Patent Rights.

3. Term

The term of this Agreement shall commence on the Effective Date of this Amended and Restated License Agreement and shall remain in effect for the later of twelve (12) years after the date of the first commercial sale or the date of the last to expire patent under the Patent Rights unless this Agreement is terminated earlier in accordance with the provisions of Section 15. Upon expiration of this Agreement LICENSEE retains a fully paid up and perpetual license to the Product and Know-How, the Scientific Results and all of the inventions disclosed in the Report of Invention Disclosure unless this Agreement is terminated earlier in accordance with the provisions of Section 15.

4. United States Laws:

4.1. This Agreement is subject to all of the terms and conditions of Public Law 96-517 as amended, and LICENSEE agrees to take all action necessary on its part as LICENSEE to enable LICENSOR to satisfy its obligation thereunder, relating to invention(s)It is understood that LICENSOR is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the Export Administration Act of 1979), and that its obligation hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without prior approval of such agency. LICENSOR neither represents that a license shall not be required nor that, if required, it shall be issued.

5. Patent Protection and Infringement

5.1. LICENSEE during the term of this Agreement is responsible for the filing and prosecution of all patents and applications included within the Patent Rights and for the payment of all maintenance fees in connection with such patents.

5.2. LICENSEE shall promptly notify LICENSOR in writing of any third party claim of Patent Rights infringement which may be asserted against LICENSEE or LICENSOR, its Affiliates and any Sublicensees because of the manufacture, use, promotion and sale of Products.

5.3. LICENSEE will defend, indemnify and hold harmless LICENSOR, its trustees, officers, directors, employees and its Affiliates against any and all judgments and damages arising from any third party claims of Patent Rights infringement which may be asserted against LICENSOR, and Affiliates because of the manufacture, use promotion and sale of Products. LICENSEE will bear all costs and expenses incurred in connection with the defense of any such claims by LICENSEE or as a result of any settlement made or judgment rendered on the basis of such claims. LICENSOR shall have no further liability to LICENSEE for any loss or damages LICENSEE may incur as a result of invalidity of the Patent Rights, LICENSOR will have the right, but not the obligation, to retain counsel at LICENSOR's expense in connection with any such claim. Notwithstanding the foregoing provisions of this Section 5.3, in the event that any claim is made against LICENSEE or LICENSOR during the term of this Agreement alleging that the production, use or sale of Products infringes any patent of a third party, LICENSEE, instead of defending against such claim in accordance with the foregoing provisions of this Section 5.3, shall have the right to negotiate directly with such third party to obtain a license agreement under such third party's patent rights on such terms as LICENSEE in its reasonable discretion shall deem appropriate. In such case, LICENSEE shall have the right to reduce royalty payments otherwise due to LICENSOR pursuant to Section 10 hereof with respect to Products by the amount by which LICENSEE is obligated to pay such third party for such license; provided, however, that such reduction does not reduce the amount of royalties due to LICENSOR pursuant to Section 10 hereof to an amount less than one half of the amount which otherwise would be due to LICENSOR pursuant to the provisions of Section 10 hereof.

5.4. Upon learning of any infringement of Patent Rights by third parties in any country LICENSEE and LICENSOR will promptly inform each other, as the case may be, in writing of that fact and will supply the other with any available evidence pertaining to the infringement. LICENSEE at its own expense shall have the right, but not the obligation, to take whatever steps are necessary to stop the infringement at its expense and recover damages therefore, and will be entitled to retain all damages so recovered.

5.5. LICENSOR shall have no responsibility with respect to LICENSEE's own trademarks and tradename, and LICENSEE in respect to the use thereof will defend, indemnify and hold harmless LICENSOR against any and all third party claims.

6. Indemnification:

6.1. LICENSEE agrees to release, indemnify and hold harmless the LICENSOR, its Trustees, officers, faculty, employees and students against any and all losses, expenses, claims, actions, lawsuits and judgments thereon (including reasonable attorney's fees through the appellate levels) which may be brought against LICENSOR, its Trustees, officers, faculty, employees or students as a result of or arising out of any negligent act or omission of LICENSEE, its agents, or employees, or arising out of use, production, manufacture, sale, lease, consumption or advertisement by LICENSEE or any third party of any Products.

This Agreement to reimburse and indemnify under the circumstances set forth above shall continue after termination or expiration of this Agreement. .

7. Warranties

LICENSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF ANY INVENTION(S) OR PRODUCT, WHETHER TANGIBLE OR INTANGIBLE, LICENSED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE INVENTION OR PRODUCT; OR THAT THE USE OF A PRODUCT WILL NOT INFRINGE ANY PATENT, COPYRIGHTS, TRADEMARKS, OR OTHER RIGHTS. NEITHER PARTY SHALL BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, OR OTHER DAMAGES SUFFERED BY THE OTHER PARTY OR ANY THIRD PARTIES RESULTING FROM THE USE, PRODUCTION, MANUFACTURE, SALE, LEASE, CONSUMPTION, OR ADVERTISEMENT OF ANY PRODUCT.

The provisions of this section shall continue beyond the termination of this Agreement.

8. License Fees.

LICENSEE shall pay to LICENSOR a license fee in the amount of twelve thousand five hundred dollars (\$12,500) within thirty (30) days of the Effective Date and shall also pay to LICENSOR an annual license fee in the amount of twelve thousand five hundred dollars (\$12,500) on each anniversary date of the Effective Date during the term of this Agreement. The license fee paid or payable by LICENSEE pursuant to this Section 8 in respect of any year after the first commercial sale of a PRODUCT shall be creditable against royalties otherwise owed by LICENSEE to LICENSOR for the year in which the annual license fee is due..

9. Milestone Payments and Royalties.

LICENSEE shall pay LICENSOR milestone payments as follows:

- (a) [***] within sixty (60) days of successful completion of the first proof of principle clinical study in human subjects any where in the Territory with respect to any of the Products; and
- (b) [***] within sixty (60) days of successful completion of the first FDA approved (IDE or IND) Phase II proof of principle clinical study in human subjects with respect to the Product; and
- (c) [***] within sixty (60) days of filing the first U.S. PMAA or NDA with respect to the Product; and
- (d) [***] within sixty (60) days of the first commercial sale of any of the Products.

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For purposes of clarification, it is hereby understood and agreed that LICENSEE shall be required to make each of the milestone payments contemplated above in this Section 9 only once, regardless of the number of PRODUCTS or indications for any given PRODUCT for which each milestone described above in this Section 9 is achieved. Royalties

9.1. In consideration of the license herein granted, LICENSEE shall pay royalties to LICENSOR as follows:

(a) "Running Royalty" on each Product with the applicable royalty rate determined on a Product-by-Product and country-by-country basis as follows:

(i) in the case of sales of any Product in any country in which the sale or manufacture of such Product in such country would, absent a license, infringe a valid claim of an issued patent within Patent Rights in such country, a royalty amount equal to [***] of the Net Sales of such Product in such country; and

(ii) in the case of sales of any Product in any country in which Licensee is not required to pay a royalty to University pursuant to, and in accordance with, the foregoing clause (i), a royalty amount equal to [***] of the Net Sales of such Product in such country.

9.2. All payments shall be made in U.S. dollars; provided however, that if the proceeds of the sales upon which such royalty payments are based by LICENSEE in a foreign currency or other form that is not convertible or exportable in dollars, and the LICENSEE does not have ongoing business operations or bank account in the country in which such sales were made or exportable, the LICENSEE shall pay such royalties in the currency of the country in which such sales were made by depositing such royalties in LICENSOR's name in a bank designated by LICENSOR in such country. Royalties in dollars shall be computed by converting the royalty currency of the country in which the sales were made at the exchange rate for dollars prevailing at the close of the business day of the LICENSEE's quarter for which royalties are being calculated as published the following day in the Wall Street Journal (or, if it ceases to be published, a comparable publication to be agreed upon from time to time by the parties), and with respect to those countries for which rates are not published in the Wall Street Journal, the exchange rate fixed for such date by appropriate United States governmental agency.

9.3. In the event the royalties set forth herein are higher than the maximum permitted by the law or regulations in a particular country, the royalty payable for sales Products in such country shall be equal to the maximum permitted royalty under such law or regulation.

*** CONFIDENTIAL TREATMENT REQUESTED

9.4. In the event that any taxes, withholding or otherwise, are levied by any taxing authority in connection with accrual or payment of any royalties payable to LICENSOR under this Agreement, the LICENSEE shall have the right to pay such taxes to the local tax authorities on behalf of the LICENSOR and the payment to LICENSOR of net amount due after reduction by the amount of such taxes, shall fully satisfy the LICENSEE's royalty obligations under this Agreement.

10. Diligence Efforts

10.1. LICENSEE shall use commercially reasonable efforts to manufacture, market and sell Products in those countries within the Territory where it is commercially reasonable to do so, and will exert commercially reasonable efforts to create a demand for Products in such countries.

10.2. LICENSEE agrees to submit reports, upon LICENSOR's request, as to its commercially reasonable efforts to develop markets for Products.

10.3. Unless LICENSEE has a Product approved and available for commercial sale in the United States prior to January 1, 2012, LICENSEE agrees to pay LICENSOR an annual minimum royalty of one hundred thousand dollars (\$100,000) within thirty (30) days of such date and each January 1 thereafter until LICENSEE has a PRODUCT approved and available for commercial sale in the United States or this Agreement has expired or been terminated; provided that the annual minimum royalty shall increase by 15% on each January 1 thereafter until a Product is available for commercial sale or the license subject to this Agreement has expired or been terminated. In the event that an uncontrollable delay related to the FDA regulatory process and in the event LICENSEE has exercised diligence consistent with industry standards which can be demonstrated in writing by LICENSEE, LICENSEE may request a one year extension from LICENSOR to pay the first annual minimum royalty of one hundred thousand dollars (\$100,000) and such extension shall not be unreasonably withheld.

In the event LICENSEE discontinues sales and marketing of the Product for more than twelve (12) months, LICENSOR may terminate this Agreement; provided, however, that the foregoing right to terminate shall not apply in the event that such discontinuation is primarily the result of (i) any Force Majeure Event, (ii) any undue delays caused by the FDA or any other regulatory body or (iii) patent infringement or product failure which can be demonstrated in writing by LICENSEE.

In the event that this Agreement is terminated, for any reason, or LICENSEE abandons exploitation of the results for any reason, all rights licensed by LICENSOR to LICENSEE pursuant to this Agreement shall revert to the LICENSOR and LICENSEE shall promptly execute any and all documents reasonably required by counsel for LICENSEE to transfer back such licensed rights to LICENSOR.

11. Reports and Records

11.1. Commencing one (1) year after the first commercial sale of a Product, the LICENSEE shall furnish to LICENSOR a report in writing specifying during the preceding calendar quarter (a) the number or amount of units of such Product sold hereunder by LICENSEE, (b) the total amount invoiced for all units of such Product sold, (c) all of the deductions applicable in computing the amount of Net Sales with respect to such Product, (d) the total amount of royalties received by LICENSEE from Sublicensees in connection with sales of Products by such Sublicensee, (e) total royalties due, and (f) names and addresses of all Sublicensees. Such reports shall be due within sixty (60) days following the last day of each calendar quarter in each year during the term of this Agreement. Each such report shall be accompanied by payment in full of the amount due to the LICENSOR in United States dollars calculated in accordance with section 10.1 hereof.

11.2. For a period of three (3) years from the date of each report pursuant to Section 12.1, LICENSEE shall keep records adequate to verify each such report and accompanying payment made to LICENSOR under this Agreement, and an independent Certified Public Accountant or Accounting Firm selected by LICENSOR and acceptable to LICENSEE may have access, on reasonable business hours, not to exceed once per year, to such records to verify such reports and payments. Such Accountant or Accounting Firm shall not disclose to LICENSOR any information other than that information relating solely to the accuracy of, or necessity for, the reports and payments made hereunder. The fees and expenses of such Certified Public Accountant or Accounting Firm performing such verification shall be borne by LICENSOR unless any such audit reveals an underpayment of royalty by more than ten (10%) percent, in which case the cost of such audit shall be paid by LICENSEE.

12. Marking and Standards:

12.1. Prior to the issuance of any patents included with the Patent Rights, LICENSEE agrees to mark and have Sublicensees mark Products (or their containers or labels) with a proper patent notice as specified under the patent laws of the United States.

12.2. LICENSEE further agrees to maintain satisfactory standards in respect to the nature of any Product manufactured and/or sold by LICENSEE. LICENSEE agrees that all Products manufactured and/or sold by it shall be of a quality that is appropriate to products of the type here involved. LICENSEE agrees that similar provisions shall be included in any and all sublicenses at all tiers.

13. Assignment:

13.1. This Agreement is assignable by LICENSEE to (i) any Affiliate of LICENSEE, (ii) any successor or purchaser in accordance with the provisions of Section 14.2 below or (iii) any third party that has over fifty million dollars (\$50,000,000) in annual sales, provided that such Affiliate or third party undertakes to perform the same obligations as LICENSEE is required to perform under this Agreement, including LICENSEE's payment obligation under Section 10 hereof. In the case of any assignment of this Agreement other than as permitted under the foregoing clauses (i), (ii) or (iii) of this Section 14.1, such assignment shall require the prior written consent of LICENSOR, which consent shall not be unreasonably withheld or delayed. LICENSOR shall have a period of no more than thirty (30) days after receiving written notice of any proposed assignment of this Agreement that requires LICENSOR's consent, to provide or withhold such written consent in accordance with the provisions of this Section 14.1. Any determination made by LICENSOR to withhold any such written consent shall be set forth in writing detailing the justifications for LICENSOR's determination. Any failure of LICENSOR to grant or withhold in writing any such consent within such thirty (30) day period in accordance with the foregoing provisions of this Section 14.1 shall be deemed and treated, for purposes of this Agreement, as if LICENSOR had granted such consent.

13.2. This Agreement is assignable by LICENSEE to a successor of LICENSEE's business to which this Agreement pertains or to a purchaser of all or substantially all of LICENSEE's assets to which this Agreement pertains. Any assignment of this Agreement pursuant to this Section 14.2 shall not require the consent of LICENSOR.

13.3. This Agreement shall extend to and be binding upon the successors and legal representatives and permitted assigns of LICENSOR and LICENSEE.

14. Notice:

Any notice, payment, report or other correspondence (hereinafter collectively referred to as "correspondence") required or permitted to be given hereunder shall be mailed by certified mail or delivered by hand to the party to whom such correspondence is required or permitted to be given hereunder. If mailed, any such notice shall be deemed to have been given when mailed as evidenced by postmark at point of mailing. If delivered by hand, any such correspondence shall be deemed to have been given when received by the party to whom such correspondence is given, as evidenced by written and dated receipt of the receiving party.

All correspondence to LICENSEE shall be addressed as follows:

EYEGATE PHARMA SA
Tour de l'Horloge 4, place Louis Armand
75012 PARIS, France
Attention: Mr. Pierre Roy

All correspondence to LICENSOR shall be addressed, in duplicate, as follows:

FOR NOTICE

University of Miami
School of Medicine
Research and Graduate Studies
P.O. Box 016960 (R64)
1600 N.W. 10th Avenue
Miami, FL 33101
Attention: Dr. Norman Altman

Assistant Vice President
Business Affairs
327 Max Orovitz Building
1507 Levante Avenue
Coral Gables, Florida 33124-1432
Attention, Mr. Alan J. Fish

FOR NOTICE AND PAYMENT

Director
Office of Technology Transfer
P.O. Box 016960 (M811)
Miami, FL 33101
Attention: Dr. Gary S. Margules

Either party may change the address to which correspondence to it is to be addressed by notification provided herein.

15. Termination

15.1. LICENSOR and LICENSEE shall have the right to terminate this Agreement if the other party commits a material breach of an obligation under this Agreement or provides a false report and continues in default for more than two (2) months after receiving written notice of such default or false report. Such termination shall be effective upon further written notice to the breaching party after failure by the breaching party to cure such default. If LICENSOR commits a material breach or defaults, then LICENSEE has no duty to continue the payment of royalties as set forth in Section 10 of this Agreement.

15.2. The license and rights granted in this Agreement have been granted on the basis of the special capability of LICENSEE to perform research and development work leading to manufacture and marketing of Products. Accordingly, LICENSEE covenants and agrees that in the event any proceedings under Bankruptcy Act, as amended and in effect from time to time, be commenced by or against LICENSEE, and, if against LICENSEE, said proceedings shall not be dismissed with prejudice before either an adjudication in bankruptcy or the confirmation of a composition, arrangement, or plan of reorganization, or in the event the LICENSEE shall be adjudged insolvent or make an assignment for the benefits of its creditors, or if a writ of attachment or execution be levied upon the license hereby created and not be released or satisfied within sixty (60) days thereafter, or if a receiver be appointed in any proceeding or action to which LICENSEE is a party with authority to exercise any of the rights or privileges granted hereunder and such receiver shall not be so discharged within a period of sixty (60) days after his appointment, any such event shall be deemed to constitute a breach of this Agreement by LICENSEE, and LICENSOR, at the election of LICENSOR, but not otherwise, ipso facto, and without notice or other action by LICENSOR, shall terminate this Agreement and all rights of LICENSEE hereunder and all rights of any and all persons claiming under LICENSEE.

15.3. LICENSEE shall have the right to terminate this Agreement upon ninety (90) days notice.

15.4. Any termination of this agreement shall be without prejudice to LICENSOR's right to recover all amounts accruing to LICENSOR prior to such termination and cancellation. Except as otherwise provided, should this Agreement be terminated for any reason, LICENSEE shall have no rights, express or implied, under any intellectual property to which LICENSEE has been granted rights pursuant to this Agreement, nor have the right to recover any royalties paid LICENSOR hereunder. Upon termination, LICENSEE, any Affiliate of LICENSEE and any Sublicensee shall have the right to dispose of Products then in their possession and to complete existing contracts for such Products, so long as contracts are completed within twelve (12) months from the date of termination, subject to the payment of royalties to LICENSOR as provided in Section 10 hereof.

16. Certificate of Insurance

16.1. Prior to commencement of human subject testing, LICENSEE shall maintain liability insurance coverage for the Product in the amount of five million dollars (\$5,000,000) and, at no expense to LICENSOR, LICENSEE shall name LICENSOR as additional insured. Prior to commencement of human testing, LICENSEE undertakes to provide a certificate of insurance to LICENSOR.

16.2. LICENSEE agrees to carry and keep in force, at its expense, general liability insurance with limits not less than \$1,000,000 per incident and \$3,000,000 aggregate to cover liability for damages on account of bodily or personal injury or death to any person, or damage to property of any person. Such insurance shall contain an endorsement naming University as an additional insured with respect to this agreement. Insurance Certificates should be sent to the University of Miami, attention Ms. Andrea Orange, 33 Max Orovitz Building, 1507 Levante Avenue, Coral Gables, Florida 33124-1437.

The provisions of this section shall continue beyond the termination or expiration of this Agreement.

17. Use of Name

LICENSEE shall not use the name of the University of Miami, or any of its employees, or any adaptation thereof, in any publication, including advertising, promotional or sales literature without the prior written consent of Mr. Alan J. Fish, Assistant Vice President, 33 Max Orovitz Building, 1507 Levante Avenue, Coral Gables, Florida 33124-1432.

17.1. The parties to this Agreement shall endeavor to settle amicably any and all disputes that may arise as to interpretation of or performance under this Agreement. If such endeavors fail, then either party shall be free to pursue its remedies in law or in equity.

18. Captions:

The captions and paragraph heading of this Agreement are solely for the convenience of reference and shall not affect its interpretation.

19. Severability

Should any part or provision of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in valid and enforceable manner, and the remainder of the Agreement shall remain binding upon the parties hereto.

20. Survival:

20.1. The provisions of Sections 5, 6, 7 and 14 shall survive the termination or expiration of this Agreement and shall remain in full force and effect.

20.2. The provisions of this Agreement which do not survive termination or expiration hereof (as the case may be) shall, nonetheless, be controlling on, and shall be used in construing and interpreting, the rights and obligations of the parties hereto with regard to dispute, controversy or claim which may arise under, out of, in connection with, or relating to this Agreement.

21. Amendment:

No amendment or modification of the terms of this Agreement shall be binding on either party unless reduced to writing and signed by an authorized officer of the party to be bound.

22. Waiver:

No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or exercise of any other right. No waiver of any such right will be deemed a waiver of any other right hereunder.

23. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, supercedes and terminates all prior agreements respecting the subject matter hereof, whether written or oral, and may amended only by an instrument in writing executed by both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized to be effective as of Effective Date.

EYEGATE PHARMA SA

Date: December 16, 2005

By: /s/ Pierre Roy

Name: Pierre Roy

Title: President

UNIVERSITY OF MIAMI

Date: December 20, 2005

By: /s/ Gary Margules

Name: Gary Margules

Appendix A

PATENT RIGHTS

- French patent application N°9800009 (now granted, same number)
- European patent application N°98 403189.8 (now granted, N°0927560)
- Canadian patent application N°2 257 749
- Japanese patent application N°10-373 848
- US patent application N°09/225,206 (now granted, N° 6,154,671)
- Mexican patent application N°9900311
- Korean patent application N°98-59369
- Brazilian patent application N°PI 99 00009-1
- Israeli patent application N° 127 711 (now granted, same number)

INDEMNIFICATION AGREEMENT

This Indemnification Agreement ("Agreement") is made and entered into this ____ day of _____ 2014, by and between Eyegate Pharmaceuticals, Inc., a Delaware corporation (the "Company," which term shall include, where appropriate, any Entity (as hereinafter defined) controlled directly or indirectly by the Company) and _____ ("Indemnitee"):

WHEREAS, the Board of Directors of the Company has determined that it is essential to the Company that it be able to retain and attract as directors and officers the most capable persons available and that, therefore, the Company should endeavor to assure such persons that indemnification and insurance coverage is available;

WHEREAS, increased corporate litigation has subjected directors and officers of public companies to litigation risks and expenses, and the limitations on the availability of directors and officers liability insurance have made it increasingly difficult for the Company to attract and retain such persons; and

WHEREAS, in recognition of the need to provide Indemnitee with substantial protection against personal liability, in order to procure Indemnitee's [continued] service as a [director] [officer] of the Company and to enhance Indemnitee's ability to serve the Company in an effective manner, and in order to provide such protection pursuant to express contract rights (intended to be enforceable irrespective of, among other things, any amendment to the Company's Certificate of Incorporation (as amended and/or restated from time to time, the "Certificate of Incorporation") or Bylaws (as amended and/or restated from time to time, the "Bylaws")), any change in the composition of the Board or any change in control or business combination transaction relating to the Company), the Company wishes to provide in this Agreement for the indemnification of, and the advancement of Expenses (as defined below) to, Indemnitee as set forth in this Agreement and for the continued coverage of Indemnitee under the Company's directors' and officers' liability insurance policies.

NOW, THEREFORE, in consideration of the promises and the covenants contained herein, the Company and Indemnitee do hereby covenant and agree as follows:

1. DEFINITIONS.

(a) "Corporate Status" describes the status of a person who is serving or has served (i) as a director or officer of the Company, (ii) in any capacity with respect to any employee benefit plan of the Company, or (iii) as a director, partner, trustee, officer, employee, or agent of any other Entity at the request of the Company. For purposes of subsection (iii) of this Section 1(a), if Indemnitee is serving or has served as a director, partner, trustee, officer, employee or agent of a Subsidiary, Indemnitee shall be deemed to be serving at the request of the Company.

(b) "Entity" shall mean any corporation, partnership, limited liability company, joint venture, trust, foundation, association, organization or other legal entity.

(c) "Expenses" shall mean all fees, costs and expenses incurred by Indemnitee in connection with any Proceeding (as defined below), including, without limitation, attorneys' fees, disbursements and retainers (including, without limitation, any such fees, disbursements and retainers incurred by Indemnitee pursuant to Sections 10 and 11(c) of this Agreement), fees and disbursements of expert witnesses, private investigators and professional advisors (including, without limitation, accountants and investment bankers), court costs, transcript costs, fees of experts, travel expenses, duplicating, printing and binding costs, telephone and fax transmission charges, postage, delivery services, secretarial services, and other disbursements and expenses.

(d) "Indemnifiable Expenses," "Indemnifiable Liabilities" and "Indemnifiable Amounts" shall have the meanings ascribed to those terms in Section 3(a) below.

(e) "Liabilities" shall mean judgments, damages, liabilities, losses, penalties, excise taxes, fines and amounts paid in settlement.

(f) “Proceeding” shall mean any threatened, pending or completed claim, action, suit, arbitration, alternate dispute resolution process, investigation, administrative hearing, appeal, or any other proceeding, whether civil, criminal, administrative, arbitrative or investigative, whether formal or informal, including a proceeding initiated by Indemnitee pursuant to Section 10 of this Agreement to enforce Indemnitee’s rights hereunder.

(g) “Subsidiary” shall mean any corporation, partnership, limited liability company, joint venture, trust or other Entity of which the Company owns (either directly or through or together with another Subsidiary of the Company) either (i) a general partner, managing member or other similar interest or (ii) (A) 50% or more of the voting power of the voting capital equity interests of such corporation, partnership, limited liability company, joint venture or other Entity, or (B) 50% or more of the outstanding voting capital stock or other voting equity interests of such corporation, partnership, limited liability company, joint venture or other Entity.

2. SERVICES OF INDEMNITEE. In consideration of the Company’s covenants and commitments hereunder, Indemnitee agrees to serve or continue to serve as a [director] [officer] of the Company for so long as Indemnitee is duly elected or appointed or until Indemnitee tenders [his] [her] resignation or is no longer serving in such capacity. However, this Agreement shall not impose any obligation on Indemnitee or the Company to continue Indemnitee’s service to the Company beyond any period otherwise required by law or by other agreements or commitments of the parties, if any.

3. AGREEMENT TO INDEMNIFY. The Company agrees to indemnify Indemnitee as follows:

(a) Subject to the exceptions contained in Section 4(a) and 4(c) below, if Indemnitee was or is a party or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Company) by reason of Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Expenses and Liabilities incurred or paid by Indemnitee in connection with such Proceeding (referred to herein as “Indemnifiable Expenses” and “Indemnifiable Liabilities,” respectively, and collectively as “Indemnifiable Amounts”).

(b) Subject to the exceptions contained in Section 4(b) below, if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Company to procure a judgment in its favor by reason of Indemnitee’s Corporate Status, Indemnitee shall be indemnified by the Company against all Indemnifiable Expenses.

4. EXCEPTIONS TO INDEMNIFICATION. Indemnitee shall be entitled to indemnification under Sections 3(a) and 3(b) above in all circumstances, other than the following:

(a) If indemnification is requested under Section 3(a) and it has been adjudicated finally by a court of competent jurisdiction that, in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnitee failed to act (i) in good faith and (ii) in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, Indemnitee had reasonable cause to believe that Indemnitee’s conduct was unlawful, Indemnitee shall not be entitled to payment of Indemnifiable Amounts hereunder.

(b) If indemnification is requested under Section 3(b) and:

(i) it has been adjudicated finally by a court of competent jurisdiction that, in connection with the subject of the Proceeding out of which the claim for indemnification has arisen, Indemnitee failed to act (A) in good faith and (B) in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, Indemnitee shall not be entitled to payment of Indemnifiable Expenses hereunder; or

(ii) it has been adjudicated finally by a court of competent jurisdiction that Indemnitee is liable to the Company with respect to any claim, issue or matter involved in the Proceeding out of which the claim for indemnification has arisen, including, without limitation, a claim that Indemnitee received an improper personal benefit, no Indemnifiable Expenses shall be paid with respect to such claim, issue or matter unless the Court of Chancery or another court in which such Proceeding was brought shall determine upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such Indemnifiable Expenses which such court shall deem proper.

(c) If indemnification is requested under Section 3(a) in connection with any claim against the Indemnitee for an accounting of profits arising from the purchase or sale by Indemnitee of securities of the Company in violation of Section 16(b) of the Securities and Exchange Act of 1934, as amended, or any similar successor statute or similar provisions of state statutory law or common law.

5. **PROCEDURE FOR APPLICATION AND PAYMENT OF INDEMNIFIABLE AMOUNTS.** Indemnitee shall submit to the Company a written request specifying the Indemnifiable Amounts for which Indemnitee seeks payment under Section 3 of this Agreement and the basis for the claim. The Company shall pay such Indemnifiable Amounts to Indemnitee within sixty (60) calendar days of receipt of the request. At the request of the Company, Indemnitee shall furnish such documentation and information as are reasonably available to Indemnitee and necessary to establish that Indemnitee is entitled to indemnification hereunder

6. **INDEMNIFICATION FOR EXPENSES OF A PARTY WHO IS WHOLLY OR PARTLY SUCCESSFUL.** Notwithstanding any other provision of this Agreement, and without limiting any such provision, to the extent that Indemnitee is, by reason of Indemnitee's Corporate Status, a party to and is successful, on the merits or otherwise, in any Proceeding, Indemnitee shall be indemnified against all Expenses reasonably incurred by Indemnitee or on Indemnitee's behalf in connection therewith. If Indemnitee is not wholly successful in such Proceeding but is successful, on the merits or otherwise, as to one or more but less than all claims, issues or matters in such Proceeding, the Company shall indemnify Indemnitee against all Expenses reasonably incurred by Indemnitee or on Indemnitee's behalf in connection with each successfully resolved claim, issue or matter. For purposes of this Agreement, the termination of any claim, issue or matter in such a Proceeding by dismissal, with or without prejudice, shall be deemed to be a successful result as to such claim, issue or matter.

7. **EFFECT OF CERTAIN RESOLUTIONS.** Neither the settlement nor termination of any Proceeding nor the failure of the Company to award indemnification or to determine that indemnification is payable shall create an adverse presumption that Indemnitee is not entitled to indemnification hereunder. In addition, the termination of any proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent shall not create a presumption that Indemnitee did not act in good faith and in a manner which Indemnitee reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, had reasonable cause to believe that Indemnitee's action was unlawful.

8. **AGREEMENT TO ADVANCE EXPENSES; UNDERTAKING.** The Company shall advance all Expenses incurred by or on behalf Indemnitee in connection with any Proceeding, including a Proceeding by or in the right of the Company, in which Indemnitee is involved by reason of such Indemnitee's Corporate Status within thirty (30) days after the receipt by the Company of a written statement from Indemnitee requesting such advance or advances from time to time, whether prior to or after final disposition of such Proceeding. All advances shall be unsecured and interest free. To the extent required by Delaware law, Indemnitee hereby undertakes to repay the amount of Indemnifiable Expenses paid to Indemnitee if it is finally determined by a court of competent jurisdiction that Indemnitee is not entitled under this Agreement, the Bylaws, the Certificate of Incorporation, applicable law or otherwise, to indemnification with respect to such Expenses. This undertaking is an unlimited general obligation of Indemnitee. This Section 8 shall not apply to any claim made by Indemnitee which is excluded pursuant to Section 4.

9. **PROCEDURE FOR ADVANCE PAYMENT OF EXPENSES.** Indemnitee shall submit to the Company a written request specifying the Indemnifiable Expenses for which Indemnitee seeks an advancement under Section 8 of this Agreement, together with documentation evidencing that Indemnitee has incurred such Indemnifiable Expenses. Payment of Indemnifiable Expenses under Section 8 shall be made no later than thirty (30) calendar days after the Company's receipt of such request.

10. REMEDIES OF INDEMNITEE.

(a) **RIGHT TO PETITION COURT.** In the event that Indemnitee makes a request for payment of Indemnifiable Amounts under Sections 3 and 5 above or a request for an advancement of Indemnifiable Expenses under Sections 8 and 9 above and the Company fails to make such payment or advancement in a timely manner pursuant to the terms of this Agreement, Indemnitee may petition the Court of Chancery to enforce the Company's obligations under this Agreement.

(b) **BURDEN OF PROOF.** In any judicial proceeding brought under Section 10(a) above, the Company shall have the burden of proving that Indemnitee is not entitled to payment of Indemnifiable Amounts hereunder.

(c) **EXPENSES.** If Indemnitee is successful in whole or in part in connection with any action brought by Indemnitee under Section 10(a) above, the Company agrees to reimburse Indemnitee in full for any Expenses incurred by Indemnitee in connection with investigating, preparing for, litigating, defending or settling any such action, or in connection with any claim or counterclaim brought by the Company in connection therewith.

(d) **VALIDITY OF AGREEMENT.** The Company shall be precluded from asserting in any Proceeding, including, without limitation, an action under Section 10(a) above, that the provisions of this Agreement are not valid, binding and enforceable or that there is insufficient consideration for this Agreement and shall stipulate in court that the Company is bound by all the provisions of this Agreement.

(e) **FAILURE TO ACT NOT A DEFENSE.** The failure of the Company (including its Board of Directors or any committee thereof, independent legal counsel, or stockholders) to make a determination concerning the permissibility of the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses under this Agreement shall not be a defense in any action brought under Section 10(a) above, and shall not create a presumption that such payment or advancement is not permissible.

11. DEFENSE OF THE UNDERLYING PROCEEDING.

(a) **NOTICE BY INDEMNITEE.** Indemnitee agrees to notify the Company promptly upon being served with any summons, citation, subpoena, complaint, indictment, information, or other document relating to any Proceeding which may result in the payment of Indemnifiable Amounts or the advancement of Indemnifiable Expenses hereunder; provided, however, that the failure to give any such notice shall not disqualify Indemnitee from the right to receive payments of Indemnifiable Amounts or advancements of Indemnifiable Expenses unless the Company's ability to defend in such Proceeding is materially and adversely prejudiced thereby.

(b) **DEFENSE BY COMPANY.** Subject to the provisions of the last sentence of this Section 11(b) and of Section 11(c) below, the Company shall have the right to defend Indemnitee in any Proceeding which may give rise to the payment of Indemnifiable Amounts hereunder; provided, however that the Company shall notify Indemnitee of any such decision to defend within ten (10) days of receipt of notice of any such Proceeding under Section 11(a) above. The Company shall not, without the prior written consent of Indemnitee, consent to the entry of any judgment against Indemnitee or enter into any settlement or compromise which (i) includes an admission of fault of Indemnitee or (ii) does not include, as an unconditional term thereof, the full release of Indemnitee from all liability in respect of such Proceeding, which release shall be in form and substance reasonably satisfactory to Indemnitee. This Section 11(b) shall not apply to a Proceeding brought by Indemnitee under Section 10(a), above, or pursuant to Section 20, below.

(c) **INDEMNITEE'S RIGHT TO COUNSEL.** Notwithstanding the provisions of Section 11(b) above, if in a Proceeding to which Indemnitee is a party by reason of Indemnitee's Corporate Status, Indemnitee reasonably concludes that it may have separate defenses or counterclaims to assert with respect to any issue which may not be consistent with the position of other defendants in such Proceeding, or if the Company fails to assume the defense of such proceeding in a timely manner, Indemnitee shall be entitled to be represented by separate legal counsel of Indemnitee's choice at the expense of the Company. In addition, if the Company fails to comply with any of its obligations under this Agreement or in the event that the Company or any other person takes any action to declare this Agreement void or unenforceable, or institutes any action, suit or proceeding to deny or to recover from Indemnitee the benefits intended to be provided to Indemnitee hereunder, Indemnitee shall have the right to retain counsel of Indemnitee's choice, at the expense of the Company, to represent Indemnitee in connection with any such matter.

12. REPRESENTATIONS AND WARRANTIES OF THE COMPANY. The Company hereby represents and warrants to Indemnitee as follows:

(a) AUTHORITY. The Company has all necessary power and authority to enter into, and be bound by the terms of, this Agreement, and the execution, delivery and performance of the undertakings contemplated by this Agreement have been duly authorized by the Company.

(b) ENFORCEABILITY. This Agreement, when executed and delivered by the Company in accordance with the provisions hereof, shall be a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally.

13. INSURANCE. The Company shall, from time to time, make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with a reputable insurance company providing the Indemnitee with coverage for losses from wrongful acts, and to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. In all policies of director and officer liability insurance, Indemnitee shall be named as an insured in such a manner as to provide Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's officers and directors. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain such insurance if the Company determines in good faith that such insurance is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, or if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit. The Company shall promptly notify Indemnitee of any good faith determination not to provide such coverage.

14. NO DUPLICATION OF PAYMENTS. The Company shall not be liable under this Agreement to make any payment to Indemnitee in respect of any Indemnifiable Liabilities to the extent Indemnitee has otherwise received payment under any insurance policy, the Company's By-laws or Certificate of Incorporation, under Delaware law, any other contract or otherwise, of the amounts otherwise indemnifiable by the Company hereunder.

15. CONTRACT RIGHTS NOT EXCLUSIVE. The rights to payment of Indemnifiable Amounts and advancement of Indemnifiable Expenses provided by this Agreement shall be in addition to, but not exclusive of, any other rights which Indemnitee may have at any time under applicable law, the Company's By-laws or Certificate of Incorporation, or any other agreement, vote of stockholders or directors (or a committee of directors), or otherwise, both as to action in Indemnitee's official capacity and as to action in any other capacity as a result of Indemnitee's serving as a [director] [officer] of the Company.

16. SUCCESSORS. This Agreement shall be (a) binding upon all successors and assigns of the Company (including any transferee of all or a substantial portion of the business, stock and/or assets of the Company and any direct or indirect successor by merger or consolidation or otherwise by operation of law) and (b) binding on and shall inure to the benefit of the heirs, personal representatives, executors and administrators of Indemnitee. This Agreement shall continue for the benefit of Indemnitee and such heirs, personal representatives, executors and administrators after Indemnitee has ceased to have Corporate Status.

17. SUBROGATION. In the event of any payment of Indemnifiable Amounts under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of contribution or recovery of Indemnitee against other persons, and Indemnitee shall take, at the request of the Company, all reasonable action necessary to secure such rights, including the execution of such documents as are necessary to enable the Company to bring suit to enforce such rights.

18. CHANGE IN LAW. To the extent that a change in Delaware law (whether by statute or judicial decision) shall permit broader indemnification or advancement of expenses than is provided under the terms of the by-laws of the Company and this Agreement, Indemnitee shall be entitled to such broader indemnification and advancements, and this Agreement shall be deemed to be amended to such extent.

19. SEVERABILITY. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement, or any clause thereof, shall be determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, in whole or in part, such provision or clause shall be limited or modified in its application to the minimum extent necessary to make such provision or clause valid, legal and enforceable, and the remaining provisions and clauses of this Agreement shall remain fully enforceable and binding on the parties.

20. INDEMNITEE AS PLAINTIFF. Except as provided in Section 10(c) of this Agreement and in the next sentence, Indemnitee shall not be entitled to payment of Indemnifiable Amounts or advancement of Indemnifiable Expenses with respect to any Proceeding brought by Indemnitee against the Company, any Entity which it controls, any director or officer thereof, or any third party, unless the Board of Directors of the Company has consented to the initiation of such Proceeding. This Section shall not apply to counterclaims or affirmative defenses asserted by Indemnitee in an action brought against Indemnitee.

21. MODIFICATIONS AND WAIVER. Except as provided in Section 18 above with respect to changes in Delaware law which broaden the right of Indemnitee to be indemnified by the Company, no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by each of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions of this Agreement (whether or not similar), nor shall such waiver constitute a continuing waiver.

22. GENERAL NOTICES. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given (a) when delivered by hand, (b) when transmitted by facsimile and receipt is acknowledged, or (c) if mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(i) If to Indemnitee, to:

[Name]
[Address]
Facsimile: [————]

(ii) If to the Company, to:

Eyegate Pharmaceuticals, Inc.
271 Waverley Oaks Road
Suite 108
Waltham, MA 02452
Attention: Chief Executive Officer

With a copy to:

Burns & Levinson LLP
125 Summer Street
Boston, MA 02110
Facsimile: (617) 345-3299
Attention: Josef B. Volman, Esq.

or to such other address as may have been furnished in the same manner by any party to the others.

23. GOVERNING LAW; CONSENT TO JURISDICTION; SERVICE OF PROCESS. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its rules of conflict of laws. Each of the Company and the Indemnitee hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware and the courts of the United States of America located in the State of Delaware (the "Delaware Courts") for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in such courts), waives any objection to the laying of venue of any such litigation in the Delaware Courts and agrees not to plead or claim in any Delaware Court that such litigation brought therein has been brought in an inconvenient forum. Each of the parties hereto agrees, (a) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (b) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service. Service made pursuant to (a) or (b) above shall have the same legal force and effect as if served upon such party personally within the State of Delaware. For purposes of implementing the parties' agreement to appoint and maintain an agent for service of process in the State of Delaware, each such party does hereby appoint [_____], as such agent and each such party hereby agrees to complete all actions necessary for such appointment.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original, but all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

EYEGATE PHARMACEUTICALS, INC.

By: _____

Name:

Title:

INDEMNITEE

Name: _____

EYEGATE PHARMACEUTICALS, INC.

SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT

THIS SECOND AMENDED AND RESTATED EMPLOYMENT AGREEMENT, entered into as of _____, 2014 (this "Agreement"), is made by and between Eyegate Pharmaceuticals, Inc., a Delaware corporation (the "Employer"), and Stephen From (the "Employee").

WHEREAS, the Employer and the Employee entered into an Employment Agreement, dated as of June 24, 2005 (the "Original Agreement");

WHEREAS, the Employer and the Employee amended and restated the Original Agreement by entering into an Amended and Restated Employment Agreement, dated as of April 28, 2006, as amended (the "A&R Agreement"); and

WHEREAS, the parties hereto desire to amend and restate the A&R Agreement in its entirety.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein contained, the parties hereto hereby agree as follows:

1. Freedom to Contract. The Employee represents that he is free to enter into this Agreement, that he has not made and will not make any agreements in conflict with this Agreement, and that he will not disclose to the Employer, or use for the Employer's benefit, any trade secrets or confidential information which is the property of any other party.

2. Employment. The Employer hereby employs the Employee, and the Employee hereby accepts his continued employment by the Employer, subject to and upon the terms and conditions set forth herein. The Employee shall be an "at-will" employee, subject to the terms and provisions of this Agreement.

3. Effective Date and Term. The effective time of this Agreement shall be immediately following the closing of the Employer's initial public offering (the "IPO") of its Common Stock (as such term is defined below) (such date being hereinafter referred to as the "Effective Date") and such employment shall continue thereafter in full force and effect until terminated in accordance with the provisions of this Agreement. The obligations and agreements of the Employee pursuant to Sections 8.8, 10.2, 10.3, 11, 12 and 13 hereof shall survive the termination for any reason of this Agreement. The A&R Agreement shall remain in full force and effect until the Effective Date, unless earlier terminated in accordance with its respective terms and conditions; and if the IPO does not close, this Agreement shall be null, void, and without effect.

4. Title and Duties; Extent of Services. The Employee shall promote the business and affairs of the Employer as President and Chief Executive Officer. As President and Chief Executive Officer of the Employer, the Employee shall have such duties and responsibilities as may be assigned to him by the Employer's Board of Directors (the "Board of Directors") from time to time and such other duties and responsibilities as are normal and customary for Chief Executive Officers. The Employee shall report and be responsible to the Board of Directors. The Employee shall devote his best efforts and entire time, attention and energies to the business and affairs of the Employer. Unless the Employee has received the approval of the Board of Directors, he shall not participate in any other business or render services to any other business, as a principal, consultant, employee, or in any other capacity.

5. Election to Board. As long as the Employee remains the Chief Executive Officer of the Employer, the Employer shall use its best efforts to cause the Employee to continue to be elected to the Board of Directors.

6. Compliance with Policies. Employee acknowledges and agrees that compliance with Employer's policies, practices, and procedures is a term and condition of his employment under this Agreement.

7. Location of Employment. Employee shall work out of offices of the Employer or any subsidiary of the Employer that are located in the vicinity of Boston, Massachusetts or shall work at any other location mutually agreed upon by the Employer and the Employee.

8. Compensation and Benefits.

8.1. Salary. The Employer shall pay the Employee a salary at the annual rate of Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$33,333.33) per month (which annualizes to Four Hundred Thousand Dollars (\$400,000.00)), payable bi-weekly in arrears or otherwise in accordance with the Employer's normal and customary payroll practices applicable to all of its employees. The amount of salary payable by Employer pursuant to this Section 8.1 shall be subject to such deductions or amounts to be withheld as shall be required under applicable law.

8.2. Performance Bonus. The Employee shall be eligible to receive a performance bonus in respect of each fiscal year of the Employer. Payment of any such performance bonus and the amount, if any, of any such performance bonus shall be entirely at the discretion of the Board of Directors. In determining the amount of any performance bonus to be paid to Employee under this Section 8.2, the Board of Directors shall consider the extent to which the performance criteria established between the Employee and the Board of Directors with respect to such fiscal year has been achieved; provided, however, that in no event shall the amount of any performance bonus paid to Employee under this Section 8.2 with respect to any fiscal year exceed fifty percent (50%) of Employee's salary for such fiscal year. In the event that the Board of Directors of the Employer determines, in its discretion, to make payment of a performance bonus to Employee pursuant to this Section 8.2, then Employer shall use best efforts to make payment of such performance bonus within sixty (60) calendar days of the end of the applicable fiscal year of the Employer. Notwithstanding anything express or implied in this Section 8.2 to the contrary, Employee must remain an employee of the Employer on the date that Employer makes payment of any performance bonus pursuant to this Section 8.2 in order to receive any performance bonus.

8.3. Medical Benefits. During the term of this Agreement, the Employee shall be entitled to participate in the health insurance plan offered or generally made available to the Employer's employees, under the same terms and conditions as those offered other, similarly situated employees of the Employer, except as otherwise provided in Section 10.2(d) hereof

8.4. Sick Leave and Vacation. During the term of this Agreement, the Employee shall be entitled to sick leave and vacation consistent with the Employer's policy concerning sick leave and vacation.

8.5. Travel Benefits. During the term of Employee's employment with the Employer pursuant to this Agreement, Employer shall reimburse the Employee for the costs of airfare (economy class) for up to two trips per year from Boston, Massachusetts, United States of America to Paris, France and back for each of Employee, his spouse and two children. The Employer shall pay the Employee such reimbursements for each such trip no later than the March 15th of the calendar year following the calendar year in which such trips are taken.

8.6. Other Benefits. During the portion of the term of the Employee's employment with the Employer pursuant to this Agreement, the Employee shall be entitled to receive such other retirement, welfare and fringe benefits ("employee benefits") as are provided by the Employer to its senior executives and/or key employees, in each case in accordance with the terms and conditions set forth in the plan, agreement or arrangement representing or evidencing such benefits.

8.7. Discretionary Nature of Benefits. Employee understands that Employer may amend, change or cancel or terminate any of its employment policies and "employee benefits" at any time as allowed by law or by any applicable plan, agreement or arrangement representing or evidencing such employee benefits.

8.8. Taxes. All compensation and benefits (including, without limitation, any fringe benefits, non-cash compensation, subsidies, severance pay or benefits under Sections 8.5, 10.2 hereof) payable or to be provided to Employee shall be subject to applicable withholding taxes, to applicable foreign, federal, state and local deductions, and to any other proper deductions.

9. Stock Options; Acceleration Upon Change of Control. The Employee shall be eligible for grants of stock options (the "Options") under the Employer's 2005 Equity Incentive Plan, as amended, and/or the Employer's 2014 Equity Incentive Plan, as may be amended from time to time (collectively, the "Plan"), subject to the discretion of the Board of Directors. The Options shall be incentive stock options to purchase shares of the Employer's common stock, \$0.001 par value per share (the "Common Stock"). The Options, if any, shall be subject to, and governed by, the terms and provisions of the Plan and stock option agreement(s) granted thereunder ("Stock Option Agreements").

Upon a Change of Control (as defined below), all of the Employee's then unvested stock options and/or restricted stock awards granted to the Employee prior to such Change of Control under the Plan shall become fully vested and immediately exercisable, notwithstanding any vesting schedule or other provisions to the contrary in the agreements evidencing such options or awards, and the Employer and the Employee hereby agree that such stock option agreements and restricted stock awards are hereby, and will be deemed to be, amended to give effect to this provision. For the purposes hereof, a "Change of Control" occurs upon (a) the closing of any merger or consolidation of Employer with any other unrelated person or entity, or (b) the sale of all or substantially all of the assets of Employer to another unrelated person or entity, or (c) the sale of more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Employer to an unrelated party, such that, in each case, the transaction has been approved by the Employer's stockholders, and in which the stockholders of Employer immediately prior to such merger, consolidation or sale shall, immediately after such merger, consolidation or sale, own less than fifty percent (50%) of the issued and outstanding capital stock of the person or entity that is the surviving company of any such merger or consolidation, or the acquirer in the case of any such sale of all or substantially all of the assets of Employer; provided, however, that the IPO shall not constitute or otherwise be deemed a Change of Control. The provisions of this paragraph shall apply only if Employee is the Chief Executive Officer of the Employer at the time of a Change of Control.

10. Termination.

10.1. Termination Rights of the Parties. The Employee may terminate his employment at any time by giving the Employer thirty (30) calendar days' prior written notice thereof, whereupon such employment shall terminate on the earlier of: (i) the 30th calendar day following the date on which such notice is given to the Employer; or (ii) any date prior to such 30th day that is specified by the Employer by notice to the Employee. The Employer may terminate the Employee's employment at any time by giving notice of termination to the Employee, whereupon, unless otherwise specified by the Employer, the date of termination of the Employee's employment shall be the date on which notice of termination is given to the Employee. Upon the death of the Employee or the Employee's disability such that he is unable to perform his duties as determined, in good faith, by the Board of Directors of Employer, his employment shall terminate immediately upon such occurrence. Subject to Section 13, the date on which the Employee's employment terminates hereunder is hereinafter referred to as the "Termination Date".

10.2. Employee's Right to Compensation Following Termination: Severance Pay

(a) If the Employee's employment hereunder terminates for any reason whatsoever, the Employer shall pay him (or, in the case of death, his estate) all accrued but unpaid base salary and vacation pay through and including the Termination Date, which amounts shall be paid to the Employee (or his estate) in a lump sum as of such Date. Subject to the terms and conditions of this Agreement, the Employee shall also be entitled to such other benefits for which he is eligible under the terms and conditions of the Company's employee benefit plans, stock options arrangements, and any applicable law.

(b) If the Employee voluntarily terminates his employment hereunder without Good Reason (as defined in Section 10.2(e) below) or in the event that Employee's employment hereunder terminates by reason of his death or disability, then neither Employee nor his estate, heirs or other successors shall be entitled to severance pay.

(c) If the employment of the Employee is terminated by the Employer for any reason other than for Cause (as defined in Section 10.2(e) below) at any time, including within twelve (12) months of a Change of Control, or if the employment of the Employee is terminated by the Employee for Good Reason, then, subject to Sections 10.3 and 13 and subsection (d) hereof, the Employee shall be entitled to: (i) severance pay in the form of a continuation of the periodic payment of his salary for a period of one year from the Termination Date; and (ii) the performance bonus, pursuant to Section 8.2, that he would have received for the year in which such termination occurs, payable no later than the last installment of his severance. The continued salary payments referred to in the foregoing clause (i) shall be made in accordance with Employer's standard payroll practices and timing as in effect from time to time.

(d) If the employment of the Employee is terminated by the Employer for any reason other than for Cause, or if the employment of the Employee is terminated by the Employee for Good Reason at any time, and if the Employee elects under COBRA or an analogous state law, continuation coverage under the Employer's health and dental plans, then the Employer will subsidize the cost of such coverage for a period of one year from the Termination Date, under the same terms and conditions then applicable to active employees with identical coverage ("COBRA Subsidy"), except that the Employee must pay the employee portion for such coverage by making each monthly co-payment to the Employer, in full, no later than the first five (5) business days of any month during which such COBRA Subsidy applies. If the Employee has elected continuation coverage under COBRA or any analogous state law, then the Employee shall be responsible for all costs for the remainder of the COBRA (or analogous) period, beginning on the first anniversary of his Termination Date. If the Employee has, instead, elected health and dental coverage under a state exchange, then the Employee shall pay the cost of premiums for such coverage directly, subject to reimbursement by the Employer for an amount equal to the COBRA Subsidy, and the Employer shall pay any such reimbursement, in full, no later than thirty (30) days after the first anniversary of the Employee's Termination Date. Notwithstanding anything herein to the contrary, (A) the amount of the COBRA Subsidy shall not exceed the dollar amount provided to similarly situated active employees of the Employer, and (B) to the extent that the Employer's payment of such Subsidy to the Employee is treated as a violation of any applicable non-discrimination laws under the Affordable Care Act, then such Subsidy shall be unavailable to the Employee under this subsection and his severance under subsection (c) hereof shall be increased by an amount equal to the amount of the COBRA Subsidy that would have otherwise been available.

(e) Except as otherwise provided in subsection (a) and applicable law, if the Employer terminates the employment of the Employee, at any time, for Cause, then Employee shall not be entitled to compensation or benefits hereunder after the Termination Date, including, without limitation, severance pay.

(f) For purposes of this Agreement, "Cause" shall mean unlawful or dishonest conduct, or a breach of any of the Employee's obligations hereunder, including but not limited to his obligations under the Confidentiality Agreement (as defined below) (other than as a result of the Employee's death or disability). For the purposes of this Agreement, "Good Reason" shall mean (i) the failure of the Employer to employ the Employee in his current position such that Employee's duties, authority, or responsibilities are materially diminished without the Employee's consent; (ii) a material reduction in the Employee's aggregate base salary below the amount stipulated in Section 8.1 hereof without the Employee's consent (unless such reduction is in connection with a proportional reduction in compensation to all or substantially all of the Employer's officers); (iii) the relocation of Employee's principal place of employment that increases the Employee's one-way commute by more than fifty (50) miles; and (iv) a material breach by the Employer of this Agreement.

(g) In the event that the employment of the Employee is terminated by the Employer for any reason other than for Cause or in the event that the Employee voluntarily terminates his employment hereunder for Good Reason, then that portion of the Employee's then unvested stock options and/or restricted stock awards granted to the Employee under any Employer stock option plan which would have become vested over the twelve (12) month period following such termination had the Employee continued as an employee of Employer throughout such twelve (12) month period, shall, instead, become fully vested and immediately exercisable on the Termination Date, notwithstanding any vesting schedule or other provisions to the contrary in the agreements evidencing such options or awards, and the Employer and the Employee hereby agree that such stock option agreements and restricted stock awards are hereby, and will be deemed to be, amended to give effect to this provision.

(h) Employee hereby acknowledges and agrees that he shall not be entitled to receive any compensation or benefits from Employer with respect to any period of time after the Termination Date except to the extent otherwise expressly provided in this Section 10.2.

10.3. Employee Release. Any obligation of the Employer to provide the Employee severance payments or other benefits under this Agreement is expressly conditioned upon the Employee reviewing and signing (and not revoking during any applicable revocation period) a general release of claims in a form reasonably satisfactory to the Employer (the "Release"). The Employer shall provide the Employee with the Release promptly after the date on which the Employee gives or receives, as the case may be, notice of termination of the Employee's employment.

11. Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement. The Employee hereby acknowledges that he has entered into the Employer's standard form of Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement (the "Confidentiality Agreement"), which is incorporated herein as if reproduced in its entirety. By accepting this Agreement, the Employee hereby ratifies and accepts the terms of the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement.

12. Unique Nature of Agreement: Specific Enforcement. The Employer and Employee agree and acknowledge that the rights and obligations set forth with this Agreement are of a unique and special nature and that the Employer is, therefore, without an adequate legal remedy in the event of the Employee's violation of any of the covenants set forth in this Agreement. The Employer and Employee agree, therefore, that each of the covenants made by the Employee under this Agreement shall be specifically enforceable in equity, without the need to post a bond or provide other security, in addition to all other rights and remedies, at law or in equity or otherwise (including termination of employment), that may be available to the Employer.

13. Section 409A of the Code.

Anything in this Agreement to the contrary notwithstanding, if at the time of the Employee's separation from service within the meaning of Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"), the Employer determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then the payment of any deferred compensation hereunder shall not commence until the date that is the earlier of: (A) six (6) months and one (1) calendar day after the Employee's separation from service; and (B) his death.

Any installment payments of severance or other deferred compensation under this Agreement shall be deemed a series of separate payments for purposes of section 409A of the Code.

To the extent necessary to comply with Section 409A of the Code, if the time period for considering and executing the Release under this Letter Agreement spans two (2) calendar years, then the severance or payment will not be made or commence until the later calendar year.

Notwithstanding anything herein to the contrary, no event shall constitute a "termination of employment" in this Agreement, unless such event is also a "separation from service," as that term is defined for purposes of Section 409A of the Code and Treasury Regulations §1.409A-3(a)(1) and 1.409A-1(h), and any references hereunder to "termination of employment" shall have the same meaning as "separation from service," as so defined.

The parties intend that this Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

The Employer makes no representation or warranty as to the compliance of this Agreement with Code Section 409A, and, other than its tax withholding obligation, the Employer shall have no liability to the Employee or any other person if any provisions of this Agreement is determined to constitute deferred compensation taxable under Section 409A of the Code. However, the parties agree to reasonably cooperate and work together to adopt amendments to this Agreement to the extent necessary to comply with Section 409A of the Code with the intent to avoid liability under Code Section 409A.

14. Miscellaneous.

14.1. Entire Agreement. This Agreement, the Confidentiality Agreement, and the Stock Option Agreements shall represent the entire agreement of the parties with respect to the arrangements contemplated hereby. No prior agreement, whether written or oral, shall be construed to change, amend, alter, repeal or invalidate this Agreement. This Agreement may be amended only by a written instrument executed in one or more counterparts by the parties.

14.2. Waiver. No consent to or waiver of any breach or default in the performance of any obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance of any of the same or any other obligations hereunder. Failure on the part of either party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of the duration of such failure, shall not constitute a waiver of rights hereunder and no waiver hereunder shall be effective unless it is in writing, executed by the party waiving the breach or default hereunder.

14.3. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns and, in the case of the Employee, his heirs. This Agreement may be assigned by the Employer to any Affiliate of the Employer and to a successor of its business (whether by purchase or otherwise). "Affiliate of the Employer" means any person which, directly or indirectly, controls or is controlled by, or is under common control with, the Employer and, for the purposes of this definition, "control" (including the terms "controlled by" and "under common control with") shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of another, whether through the ownership of voting securities, the holding of office in another, by contract, or otherwise. The Employee may not assign or transfer any or all of his rights or obligations under this Agreement.

14.4. Disputes. In case of any dispute hereunder, the parties will submit to the exclusive jurisdiction and venue of any court of competent jurisdiction sitting in Suffolk County, Massachusetts, and will comply with all requirements necessary to give such court jurisdiction over the parties and the controversy. Each party waives any right to a jury trial and to claim or recover punitive damages.

14.5. Severability. All headings and subdivisions of this Agreement are for reference only and shall not affect its interpretation. In the event that any provision of this Agreement should be held unenforceable by a court of competent jurisdiction, such court is hereby authorized to amend such provision so as to be enforceable to the fullest extent permitted by law, and all remaining provisions shall continue in full force without being impaired or invalidated in any way.

14.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of The Commonwealth of Massachusetts. All disputes or claims shall be brought in the state or federal courts located in Suffolk County Massachusetts and each party waives its jurisdictional rights to other venues and to any defenses based on jurisdiction.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

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

Employer:

EYEGATE PHARMACEUTICALS, INC.

By: _____

Its

Title

Employee:

Stephen From

EYEGATE PHARMACEUTICALS, INC.
271 Waverley Oaks Road
Suite 108
Waltham, MA 02452

_____, 2014

Michael P. Manzo
70 Neptune Street
Beverly, MA 01915

Dear Michael:

We are pleased to extend you this Amended and Restated Offer of Employment (this "Letter Agreement") to continue to be the Vice President of Engineering of Eyegate Pharmaceuticals, Inc., a Delaware corporation (the "Company").

This Letter Agreement amends and restates the prior letter agreement between you and the Company, dated as of August 22, 2006, as amended (the "Prior Letter") and shall be effective immediately following the closing of the Company's initial public offering (the "IPO") of its common stock, \$0.01 par value per share ("Common Stock"), (the "Effective Date") and shall continue thereafter in full force and effect until terminated in accordance with the provisions of this Letter Agreement. The Prior Letter shall remain in full force and effect, subject to its respective termination provisions, until the Effective Date; and if the IPO does not close, this Letter Agreement shall be null, void, and without effect.

I. Duties and Extent of Service

As the Vice President of Engineering of the Company, you will continue to have responsibility for performing those duties as are customary for, and are consistent with, such position, as well as those duties as the Board of Directors of the Company (the "Board") or the President and Chief Executive Officer of the Company (the "CEO") may from time to time designate. You will directly report and be responsible to the CEO. You agree to abide by the rules, regulations, instructions, personnel practices and policies of the Company and any changes therein that may be adopted from time to time by the Company. Except for vacations and absences due to temporary illness, you will be expected to devote your full time and effort to the business and affairs of the Company. You are an "at-will" employee, subject to the terms and conditions of this Letter Agreement.

2. Compensation

In consideration of your employment with the Company, the Company will pay you a base salary of Twenty Thousand Eight Hundred Thirty-Three and 33/100 Dollars (\$20,833.33) per month (which annualizes to Two Hundred Fifty Thousand Dollars (\$250,000.00) per year), payable in accordance with the Company's standard payroll practices and subject to applicable withholdings and deductions. You will also be eligible to participate in our annual bonus program, wherein you will be eligible to be considered for a discretionary bonus up to a maximum amount of thirty percent (30%) of your base salary in a given year ("Bonus"). The granting of a Bonus is entirely discretionary on the part of the Company, though if any Bonus is granted, it will be based in part on your individual performance against agreed upon objectives as well as Company and management team performance against objectives set by the Company. If a bonus is granted to you for any year, it will be paid to you in a lump sum no later than March 15th of the year following the calendar year for which the bonus is awarded. There is no guaranty that you will receive a Bonus in any particular year and, accordingly, if your employment with the Company ceases for any reason, you will not be entitled to any Bonus after your last day of employment with the Company, unless expressly stated in this Letter Agreement.

You will be entitled to accrue up to twenty (20) days paid vacation annually, subject to the Company's policies on use and forfeiture. You will also be entitled to participate in such employee benefit plans and fringe benefits as may be offered or made available by the Company from time to time to its employees. As of the date hereof, the Company anticipates offering the following benefits: Medical Plan (eighty percent (80%) of the premium cost of which will be paid by the Company), Dental Plan, Long and Short Term Disability Insurance, Life and Accidental Death Insurance and a 401k Plan. The Board reserves the right from time to time to change any feature of the Company's employee benefit plans and fringe benefits, including, but not limited to, the amounts of any employee contribution. Your participation in such employee benefit plans and fringe benefits, and the amount and nature of the benefits to which you shall be entitled thereunder or in connection therewith, shall be subject to the terms and conditions of such employee benefit plans and fringe benefits.

3. Stock Options

You shall be eligible for grants of stock options (the "Options") under the Company's 2005 Equity Incentive Plan, as amended, and/or the Company's 2014 Equity Incentive Plan, as may be amended from time to time (collectively, the "Plan"), subject to the discretion of the Board. The Options shall be incentive stock options to purchase shares of the Common Stock. The Options, if any, shall be subject to, and governed by, the terms and provisions of the Plan and stock option agreement(s) granted thereunder ("Stock Option Agreements"). Upon termination of your employment with the Company, you may exercise the Options, to the extent then exercisable, but only for the limited period of time set forth in the Plan and/or the Stock Option Agreements. Any shares of Common Stock you acquire pursuant to the exercise of Options shall be subject to the terms, restrictions on transfer and voting provisions set forth in the Plan, the Stock Option Agreements, and any other agreement to which you shall become a party pursuant to the terms of the Plan.

4. Nondisclosure and Developments

You hereby acknowledge that you have executed and are currently a party and subject to the Company's standard Employee Proprietary Information, Inventions, Non-Competition And Non-Solicitation Agreement. By accepting this Letter Agreement, you are ratifying and accepting the terms of the Employee Proprietary Information, Inventions, Non-Competition and Non-Solicitation Agreement.

5. No Conflicting Obligation

You hereby represent and warrant that the execution and delivery of this Letter Agreement, the performance by you of any or all of the terms of this Letter Agreement and the performance by you of your duties as an employee of the Company do not and will not breach or contravene: (i) any agreement or contract (including, without limitation, any employment or consulting agreement, any agreement not to compete or any confidentiality or nondisclosure agreement) to which you are or may become a party on or at any time after the Effective Date; or (ii) any obligation you may otherwise have under applicable law to any former employer or to any person to whom you have provided, provide or will provide consulting services.

6. Termination

Termination Rights of the Parties. You may terminate your employment at any time by giving the Company thirty (30) calendar days' prior written notice thereof, whereupon such employment shall terminate on the earlier of: (i) the 30th calendar day following the date on which such notice is given to the Company; and (ii) any date prior to such 30th calendar day that is specified by the Company by notice to you. The Company may terminate your employment at any time by giving notice of termination to you, whereupon, unless otherwise specified by the Company, the date of termination of your employment shall be the date on which notice of termination is given to you. Upon your death or disability such that you are unable to perform your duties as determined, in good faith, by the CEO, your employment shall terminate immediately upon such occurrence. Subject to Section 7 hereof, the date on which your employment hereunder terminates is hereinafter referred to as the "Termination Date".

Right to Compensation Upon Termination.

(a) If your employment terminates hereunder for any reason whatsoever, the Company shall pay you (or, in the case of your death, your estate) all accrued but unpaid base salary and vacation pay through and including the Termination Date, which amounts shall be paid to you (or your estate) in a lump sum as of such Date. You shall also be entitled to such other benefits for which you are eligible under the terms and conditions of the Company's benefit plans, stock option arrangements and any applicable law.

(b) In addition to the amounts described in subsection (a) hereof, if your employment is terminated by the Company for any reason other than for Cause (as defined below) at any time, including within a twelve (12) month period following a Change of Control (as defined below), or if you terminate your employment for Good Reason at any time, then, subject to subsection (f) below and Section 7, you shall be entitled to severance pay in the form of: (i) a continuation of the periodic payment of your salary for a period of six (6) months from the Termination Date; and (ii) the payment of any Bonus that you would have received for the year in which such termination occurs, payable no later than the last installment of your severance. The continued salary payments shall be made in accordance with Company's standard payroll practices and timing as in effect from time to time. "Change of Control" shall mean (a) the closing of any merger or consolidation of the Company with any other unrelated person or entity, or (b) the sale of all or substantially all of the assets of Company to another unrelated person or entity, or (c) the sale of more than fifty percent (50%) of the total fair market value or total voting power of the stock of the Company to an unrelated party, such that, in each case, the transaction has been approved by the Company's stockholders and in which the stockholders of Company immediately prior to such merger, consolidation or sale shall, immediately after such merger, consolidation or sale, own less than fifty percent (50%) of the issued and outstanding capital stock of the person or entity that is the surviving company of any such merger or consolidation or the acquirer in the case of any such sale of all or substantially all of the assets of Company; provided, however, that the IPO shall not constitute or otherwise be deemed a Change of Control. The provisions of this paragraph shall apply only if you are the Vice President Engineering of the Company at the time of a Change of Control.

(c) Except as otherwise provided in subsection (a) and applicable law, if the Company terminates your employment, at any time, for Cause, then you shall not be entitled to compensation or benefits hereunder after the Termination Date, including, without limitation, severance pay.

(d) For purposes of this Letter Agreement, "Cause" shall mean unlawful or dishonest conduct, or a breach of any of your obligations hereunder, including but not limited to your obligations under the Employee Proprietary Information, Inventions, Non-Competition And Non-Solicitation Agreement (other than as a result of your death or disability). For the purposes of this Letter Agreement, "Good Reason" shall mean: (i) the failure of the Company to employ you in your current position such that your duties, authority, or responsibilities are materially diminished without your consent; (ii) a material reduction in your annual base salary, without your consent, unless such material reduction occurs to all executive officers; (iii) a relocation of your principal place of employment that increases your one-way commute by more than fifty (50) miles; or (iv) the Company's material breach of this Letter Agreement.

(e) You hereby acknowledge and agree that you shall not be entitled to receive any compensation or benefits from the Company with respect to any period of time after the Termination Date except to the extent otherwise expressly provided in this Section.

(f) Any obligation of the Company to provide you severance payments under this Letter Agreement is expressly conditioned upon you reviewing and signing (and not revoking during any applicable revocation period) a general release of claims in a form reasonably satisfactory to the Company (the "Release"). The Company will provide you with the Release promptly after the date on which you give or receive, as the case may be, notice of termination of your employment.

Regardless of the reason your employment with the Company terminates, you will continue to comply with the Employee Proprietary Information, Inventions, Non-Competition And Non-Solicitation Agreement contemplated hereby.

7. Section 409A of the Code

Anything in this Letter Agreement to the contrary notwithstanding, if at the time of your separation from service within the meaning of Section 409A of the United States Internal Revenue Code of 1986, as amended (the "Code"), the Company determines that you are a "specified employee" within the meaning of Section 409A(a)(2)(B)(i) of the Code, then the payment of any deferred compensation hereunder shall not commence until the date that is the earlier of: (A) six (6) months and one (1) calendar day after your separation from service; and (B) your death.

Any installment payments of severance or other deferred compensation under this Letter Agreement shall be deemed a series of separate payments for purposes of section 409A of the Code.

To the extent necessary to comply with Section 409A of the Code, if the time period for considering and executing the Release under this Letter Agreement spans two (2) calendar years, then the severance or payment will not be made or commence until the later calendar year.

Notwithstanding anything herein to the contrary, no event shall constitute a "termination of employment" in this Letter Agreement, unless such event is also a "separation from service," as that term is defined for purposes of Section 409A of the Code and Treasury Regulations §1.409A-3(a)(1) and 1.409A-1(h), and any references hereunder to "termination of employment" shall have the same meaning as "separation from service," as so defined.

The parties intend that this Letter Agreement will be administered in accordance with Section 409A of the Code. To the extent that any provision of this Letter Agreement is ambiguous as to its compliance with Section 409A of the Code, the provision shall be read in such a manner so that all payments hereunder comply with Section 409A of the Code. The parties agree that this Letter Agreement may be amended, as reasonably requested by either party, and as may be necessary to fully comply with Section 409A of the Code and all related rules and regulations in order to preserve the payments and benefits provided hereunder without additional cost to either party.

The Company makes no representation or warranty as to the compliance of this Letter Agreement with Code Section 409A, and, other than its tax withholding obligation, the Company shall have no liability to you or any other person if any provisions of this Letter Agreement is determined to constitute deferred compensation taxable under Section 409A of the Code. However, the parties agree to reasonably cooperate and work together to adopt amendments to this Letter Agreement to the extent necessary to comply with Section 409A of the Code with the intent to avoid liability under Code Section 409A.

8. Governing Law; Waiver of Jury Trial and Punitive Damages

This Letter Agreement shall be governed by and construed in accordance with the internal substantive laws of The Commonwealth of Massachusetts. All disputes or claims shall be brought in the state or federal courts located in Suffolk County, Massachusetts and each of the Company and you waives its jurisdictional rights to other venues and to any defenses based on jurisdiction. EACH OF THE COMPANY AND YOU HEREBY WAIVES ANY RIGHT TO A JURY TRIAL AND TO CLAIM OR RECOVER PUNITIVE DAMAGES.

9. Entire Agreement; Amendment

This Letter Agreement (together with the Employee Proprietary Information, Inventions, Non-Competition And Non-Solicitation Agreement, and the Stock Option Agreements) sets forth the sole and entire agreement and understanding between the Company and you with respect to the specific matters contemplated and addressed hereby and thereby. No prior agreement, whether written or oral, shall be construed to change or affect the operation of this Letter Agreement in accordance with its terms, and any provision of any such prior agreement which conflicts with or contradicts any provision of this Letter Agreement is hereby revoked and superseded. This Letter Agreement may be amended or terminated only by a written instrument executed both by you and the Company.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow]

Please acknowledge your acceptance of this offer and the terms of this Letter Agreement by signing below and returning a copy to the Company.

Sincerely,

EYEGATE PHARMACEUTICALS, INC.

By: _____
Stephen From, President and CEO

I hereby acknowledge that I have had a full and adequate opportunity to read, understand and discuss the terms and conditions contained in this Letter Agreement prior to signing hereunder.

Michael P. Manzo

Date: _____

PLEASE COMPLETE THE FOLLOWING:

Home Address: _____

Home Telephone: _____

Home Fax, if any: _____

Home Email, if any: _____

**EYEGATE PHARMACEUTICALS, INC.
2014 EQUITY INCENTIVE PLAN
NOTICE OF STOCK OPTION GRANT**

You have been granted the following option to purchase shares of the common stock of Eyegate Pharmaceuticals, Inc. (the “Company”):

Name of Optionee:

Total Number of Shares:

Type of Option:

Exercise Price per Share: \$

Date of Grant:

Vesting Commencement Date:

Vesting Schedule: This option vests and becomes exercisable with respect to the first % of the shares subject to this option when you complete months of continuous “Service” (as defined in the Plan) from the Vesting Commencement Date. Thereafter, this option vests and becomes exercisable with respect to an additional % of the shares subject to this option when you complete each additional month of continuous Service.

Expiration Date: . This option expires earlier if your Service terminates earlier, as described in the Stock Option Agreement, and may terminate earlier in connection with certain corporate transactions as described in Article 9 of the Plan.

You and the Company agree that this option is granted under and governed by the terms and conditions of the Company’s 2014 Equity Incentive Plan (the “Plan”) and the Stock Option Agreement, both of which are attached to, and made a part of, this document.

You further agree to accept by email all documents relating to the Plan or this option (including, without limitation, prospectuses required by the Securities and Exchange Commission) and all other documents that the Company is required to deliver to its security holders (including, without limitation, annual reports and proxy statements). You also agree that the Company may deliver these documents by posting them on a website maintained by the Company or by a third party under contract with the Company. If the Company posts these documents on a website, it will notify you by email.

You further agree to comply with the Company’s *Securities Trading Policy* when selling shares of the Company’s common stock.

IN WITNESS WHEREOF, the Optionee and the Company have executed this notice as of the _____ day of _____, _____.

OPTIONEE

Printed Name

Signature

Address

EYEGATE PHARMACEUTICALS, INC.

By: _____

Name

Title

EYEGATE PHARMACEUTICALS, INC.
2014 EQUITY INCENTIVE PLAN
STOCK OPTION AGREEMENT

Grant of Option	<p>Subject to all of the terms and conditions set forth in the Notice of Stock Option Grant, this Stock Option Agreement (the “Agreement”) and the Plan, the Company has granted you an option to purchase up to the total number of shares specified in the Notice of Stock Option Grant at the exercise price indicated in the Notice of Stock Option Grant.</p> <p>All capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement, the Notice of Stock Option Grant or the Plan.</p> <p>For all purposes applicable to this option, “Service” means your continuous service as an Employee or Consultant.</p>
Tax Treatment	<p>This option is intended to be an incentive stock option under Section 422 of the Code or a nonstatutory stock option, as provided in the Notice of Stock Option Grant. However, even if this option is designated as an incentive stock option in the Notice of Stock Option Grant, it shall be deemed to be a nonstatutory stock option to the extent it does not qualify as an incentive stock option under federal tax law, including under the \$100,000 annual limitation under Section 422(d) of the Code.</p>
Vesting	<p>This option vests and becomes exercisable in accordance with the vesting schedule set forth in the Notice of Stock Option Grant. In no event will this option vest or become exercisable for additional shares after your Service has terminated for any reason.</p>
Term	<p>This option expires in any event at the close of business at Company headquarters on the day before the 10th anniversary of the Date of Grant, as shown in the Notice of Stock Option Grant. (This option will expire earlier if your Service terminates, as described below, and this option may be terminated earlier as provided in Article 9 of the Plan.)</p>
Termination of Service	<p>If your Service terminates for any reason, this option will expire immediately to the extent the option is unvested as of your termination date and does not vest as a result of your termination of Service. The Company determines when your Service terminates for all purposes of this option.</p>
Regular Termination	<p>If your Service terminates for any reason except death or total and permanent disability, then this option, to the extent vested as of your termination date, will expire at the close of business at Company headquarters on the date three months after your termination date.</p>
Death	<p>If you die before your Service terminates, then this option will expire at the close of business at Company headquarters on the date 12 months after the date of death.</p>

Disability If your Service terminates because of your total and permanent disability, then this option will expire at the close of business at Company headquarters on the date 12 months after your termination date.

For all purposes under this Agreement, “total and permanent disability” means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted, or can be expected to last, for a continuous period of not less than one year.

Leaves of Absence and Part-Time Work For purposes of this option, your Service does not terminate when you go on a military leave, a sick leave or another *bona fide* leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company’s leave of absence policy, or the terms of your leave. However, your Service terminates when the approved leave ends, unless you immediately return to active work. If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Option Grant may be adjusted in accordance with the Company’s leave of absence policy or the terms of your leave. If you commence working on a part-time basis, the Company may adjust the vesting schedule so that the rate of vesting is commensurate with your reduced work schedule.

Notice Concerning Incentive Stock Option Treatment Even if this option is designated as an incentive stock option in the Notice of Stock Option Grant, it ceases to qualify for favorable tax treatment as an incentive stock option to the extent that it is exercised: (a) more than three months after the date when you cease to be an Employee for any reason other than death or permanent and total disability (as defined in Section 22(e)(3) of the Code), (b) more than 12 months after the date when you cease to be an Employee by reason of permanent and total disability (as defined in Section 22(e)(3) of the Code) or (c) more than three months after the date when you have been on a leave of absence for three months, unless your reemployment rights following such leave were guaranteed by statute or by contract.

Restrictions on Exercise Notice of Exercise The Company will not permit you to exercise this option if the issuance of shares at that time would violate any law or regulation. When you wish to exercise this option, you must notify the Company by filing the proper “Notice of Exercise” form at the address given on the form or, if the Company has designated a brokerage firm to administer the Plan, you must notify such brokerage firm in the manner such brokerage firm requires. Your notice must specify how many shares you wish to purchase. The notice will be effective when the Company receives it. However, if you wish to exercise this option by executing a same-day sale (as described below), you must follow the instructions of the Company and the broker who will execute the sale.

If someone else wants to exercise this option after your death, that person must prove to the Company’s satisfaction that he or she is entitled to do so.

You may only exercise your option for whole shares.

Form of Payment

When you submit your notice of exercise, you must include payment of the option exercise price for the shares that you are purchasing. To the extent permitted by applicable law, payment may be made in one (or a combination of two or more) of the following forms:

- By delivering to the Company your personal check, a cashier's check or a money order, or arranging for a wire transfer.
- By delivering to the Company certificates for shares of Company stock that you own, along with any forms needed to effect a transfer of those shares to the Company. The value of the shares, determined as of the effective date of the option exercise, will be applied to the option exercise price. Instead of surrendering shares of Company stock, you may attest to the ownership of those shares on a form provided by the Company and have the same number of shares subtracted from the option shares issued to you.
- By giving to a securities broker approved by the Company irrevocable directions to sell all or part of your option shares and to deliver to the Company, from the sale proceeds, an amount sufficient to pay the option exercise price and any withholding taxes. (The balance of the sale proceeds, if any, will be delivered to you.) The directions must be given in accordance with the instructions of the Company and the broker. This exercise method is sometimes called a "same-day sale."

Withholding Taxes

You will not be allowed to exercise this option unless you make arrangements acceptable to the Company to pay any withholding taxes that may be due as a result of the option exercise. These arrangements include payment in cash. With the Company's consent, these arrangements may also include (a) payment from the proceeds of the sale of shares through a Company-approved broker, (b) withholding shares of Company stock that otherwise would be issued to you when you exercise this option with a fair market value no greater than the minimum amount required to be withheld by law, (c) surrendering shares that you previously acquired with a fair market value no greater than the minimum amount required to be withheld by law, or (d) withholding cash from other compensation. The fair market value of withheld or surrendered shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the withholding taxes.

Restrictions on Resale

You agree not to sell any option shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.

Transfer of Option

Prior to your death, only you may exercise this option. You cannot transfer or assign this option. For instance, you may not sell this option or use it as security for a loan. If you attempt to do any of these things, this option will immediately become invalid. You may, however, dispose of this option in your will or by means of a written beneficiary designation; provided, however, that your beneficiary or a representative of your estate acknowledges and agrees in writing in a form reasonably acceptable to the Company, to be bound by the provisions of this Agreement and the Plan as if such beneficiary of the estate were you.

Regardless of any marital property settlement agreement, the Company is not obligated to honor a notice of exercise from your former spouse, nor is the Company obligated to recognize your former spouse's interest in your option in any other way.

Retention Rights

Your option or this Agreement does not give you the right to be retained by the Company, a Parent, Subsidiary, or an Affiliate in any capacity. The Company and its Parents, Subsidiaries, and Affiliates reserve the right to terminate your Service at any time, with or without cause.

Stockholder Rights

You, or your estate or heirs, have no rights as a stockholder of the Company until you have exercised this option by giving the required notice to the Company, paying the exercise price, and satisfying any applicable withholding taxes. No adjustments are made for dividends or other rights if the applicable record date occurs before you exercise this option, except as described in the Plan.

Recoupment Policy

This option, and the shares acquired upon exercise of this option, shall be subject to any Company recoupment policy in effect from time to time.

Adjustments

In the event of a stock split, a stock dividend or a similar change in Company stock, the number of shares covered by this option and the exercise price per share will be adjusted pursuant to the Plan.

Effect of Significant Corporate Transactions

If the Company is a party to a merger, consolidation, or certain change in control transactions, then this option will be subject to the applicable provisions of Article 9 of the Plan.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions).

The Plan and Other

The text of the Plan is incorporated in this Agreement by reference.

Agreements

This Plan, this Agreement and the Notice of Stock Option Grant constitute the entire understanding between you and the Company regarding this option. Any prior agreements, commitments or negotiations concerning this option are superseded. This Agreement may be amended only by another written agreement between the parties.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

IN WITNESS WHEREOF, the Recipient and the Company have executed this notice as of the _____ day of _____, _____.

RECIPIENT

Printed Name

Signature

Address

EYEGATE PHARMACEUTICALS, INC.

By: _____

Name

Title

EYEGATE PHARMACEUTICALS, INC.
2014 EQUITY INCENTIVE PLAN
STOCK UNIT AGREEMENT

Grant of Units	<p>Subject to all of the terms and conditions set forth in the Notice of Stock Unit Award, this Stock Unit Agreement (the “Agreement”) and the Plan, the Company has granted to you the number of stock units set forth in the Notice of Stock Unit Award.</p> <p>All capitalized terms used in this Agreement shall have the meanings assigned to them in this Agreement, the Notice of Stock Unit Award or the Plan.</p> <p>For all purposes applicable to your stock units, “Service” means your continuous service as an Employee or Consultant.</p>
Payment for Units	<p>No payment is required for the stock units that you are receiving.</p>
Vesting	<p>The stock units vest in accordance with the vesting schedule set forth in the Notice of Stock Unit Award. No additional stock units will vest after your Service has terminated for any reason.</p>
Forfeiture	<p>If your Service terminates for any reason, then your stock units will be forfeited to the extent that they have not vested before the termination date and do not vest as a result of the termination of your Service. This means that any stock units that have not vested under this Agreement will be cancelled immediately. You receive no payment for stock units that are forfeited. The Company determines when your Service terminates for all purposes of your stock units.</p>
Leaves of Absence and Part-Time Work	<p>For purposes of this award, your Service does not terminate when you go on a military leave, a sick leave or another <i>bona fide</i> leave of absence, if the leave was approved by the Company in writing and if continued crediting of Service is required by applicable law, the Company’s leave of absence policy, or the terms of your leave. However, your Service terminates when the approved leave ends, unless you immediately return to active work.</p> <p>If you go on a leave of absence, then the vesting schedule specified in the Notice of Stock Unit Award may be adjusted in accordance with the Company’s leave of absence policy or the terms of your leave. If you commence working on a part-time basis, the Company may adjust the vesting schedule so that the rate of vesting is commensurate with your reduced work schedule.</p>
Settlement of Units	<p>Each stock unit will be settled on the first Permissible Trading Day that occurs on or after the day when the stock unit vests. However, each stock unit must be settled not later than March 15th of the calendar year following the calendar year in which the stock unit vests.</p>

At the time of settlement, you will receive one share of the Company's common stock for each vested stock unit. But the Company, at its sole discretion, may substitute an equivalent amount of cash if the distribution of stock is not reasonably practicable due to the requirements of applicable law. The amount of cash will be determined on the basis of the market value of the Company's common stock at the time of settlement.

No fractional shares will be issued upon settlement.

- “Permissible Trading Day”** “Permissible Trading Day” means a day that satisfies each of the following requirements:
- The Nasdaq Capital Market is open for trading on that day;
 - You are permitted to sell shares of the Company's common stock on that day without incurring liability under Section 16(b) of the Securities Exchange Act of 1934, as amended;
 - Either (a) you are not in possession of material non-public information that would make it illegal for you to sell shares of the Company's common stock on that day under Rule 10b-5 of the Securities and Exchange Commission or (b) Rule 10b5-1 of the Securities and Exchange Commission is applicable;
 - Under the Company's *Securities Trading Policy*, you are permitted to sell shares of the Company's common stock on that day; and
 - You are not prohibited from selling shares of the Company's common stock on that day by a written agreement between you and the Company or a third party.

Section 409A This paragraph applies only if the Company determines that you are a “specified employee,” as defined in the regulations under Code Section 409A at the time of your “separation from service,” as defined in Treasury Regulation Section 1.409A-1(h) and it is determined that settlement of these stock units is not exempt from Code Section 409A. If this paragraph applies, and the event triggering settlement is your “separation from service,” then any stock units that otherwise would have been settled during the first six months following your “separation from service” will instead be settled on the first business day following the earlier of (i) the six-month anniversary of your separation from service or (ii) your death.

Each installment of stock units that vests is hereby designated as a separate payment for purposes of Code Section 409A.

Nature of Units Your stock units are mere bookkeeping entries. They represent only the Company's unfunded and unsecured promise to issue shares of common stock (or distribute cash) on a future date. As a holder of stock units, you have no rights other than the rights of a general creditor of the Company.

No Voting Rights or Dividends Your stock units carry neither voting rights nor rights to cash dividends. You have no rights as a stockholder of the Company unless and until your stock units are settled by issuing shares of the Company's common stock.

Units Nontransferable You may not sell, transfer, assign, pledge or otherwise dispose of any stock units. For instance, you may not use your stock units as security for a loan.

Beneficiary Designation	You may dispose of your stock units in a written beneficiary designation. A beneficiary designation must be filed with the Company on the proper form. It will be recognized only if it has been received at the Company's headquarters before your death. If you file no beneficiary designation or if none of your designated beneficiaries survives you, then your estate will receive any vested stock units that you hold at the time of your death.
Withholding Taxes	<p>No stock certificates (or their electronic equivalent) or cash will be distributed to you unless you have made arrangements satisfactory to the Company for the payment of any withholding taxes that are due as a result of the vesting or settlement of stock units. You may satisfy these withholding obligations by paying cash to the Company. At the discretion of the Company, these arrangements may also include (a) payment from the proceeds of the sale of shares through a Company-approved broker, (b) withholding shares of Company stock that otherwise would be issued to you when the stock units are settled with a fair market value no greater than the minimum amount required to be withheld by law, (c) surrendering shares that you previously acquired with a fair market value no greater than the minimum amount required to be withheld by law, or (d) withholding cash from other compensation. The fair market value of withheld or surrendered shares, determined as of the date when taxes otherwise would have been withheld in cash, will be applied to the withholding taxes.</p> <p>To the extent you fail to make satisfactory arrangements for the payment of any required withholding taxes, you will permanently forfeit the applicable stock units.</p>
Restrictions on Resale	You agree not to sell any shares at a time when applicable laws, Company policies or an agreement between the Company and its underwriters prohibit a sale. This restriction will apply as long as your Service continues and for such period of time after the termination of your Service as the Company may specify.
Retention Rights	Your award or this Agreement does not give you the right to be retained by the Company, a Parent, Subsidiary, or an Affiliate in any capacity. The Company and its Parents, Subsidiaries, and Affiliates reserve the right to terminate your Service at any time, with or without cause.
Adjustments	In the event of a stock split, a stock dividend or a similar change in Company stock, the number of your stock units will be adjusted accordingly, as the Company may determine pursuant to the Plan.
Effect of Significant Corporate Transactions	If the Company is a party to a merger, consolidation, or certain change in control transactions, then your stock units will be subject to the applicable provisions of Article 9 of the Plan, provided that any action taken must either (a) preserve the exemption of your stock units from Code Section 409A or (b) comply with Code Section 409A.

Recoupment Policy

This award, and the shares acquired upon settlement of this award, shall be subject to any Company recoupment or clawback policy in effect from time to time.

Applicable Law

This Agreement will be interpreted and enforced under the laws of the State of Delaware (without regard to its choice-of-law provisions).

The Plan and Other Agreements

The text of the Plan is incorporated in this Agreement by reference.

The Plan, this Agreement and the Notice of Stock Unit Award constitute the entire understanding between you and the Company regarding this award. Any prior agreements, commitments or negotiations concerning this award are superseded. This Agreement may be amended only by another written agreement between the parties.

BY SIGNING THE COVER SHEET OF THIS AGREEMENT, YOU AGREE TO ALL OF THE TERMS AND CONDITIONS DESCRIBED ABOVE AND IN THE PLAN.

CONFIDENTIAL TREATMENT REQUESTED

The confidential portions of this exhibit have been delivered separately to the Securities and Exchange Commission pursuant to a confidential application for confidential treatment in accordance with Rule 406 of the Securities Act of 1933, as amended.

REDACTED PORTIONS OF THIS EXHIBIT ARE MARKED BY AN [***].

FIRST AMENDMENT TO FIRST AMENDED AND RESTATED LICENSE AGREEMENT

THIS FIRST AMENDMENT TO FIRST AMENDED AND RESTATED LICENSE AGREEMENT ("this Amendment") is made as of July 7, 2014 (the "Effective Date"), by and between UNIVERSITY OF MIAMI and its School of Medicine, whose principal place of business is at 1600 N.W. 10th Avenue, Miami, Florida 33136 (the "Licensor") and EYEGATE PHARMA SA, a French corporation, whose principal place of business is at Tour de l'Horlage 4, place Louis Armand, 75012 Paris, France, and formerly known as Optis France SA (the "Licensee").

Reference is made to that certain License Agreement, dated as of December 23, 1997, by and between Licensor and Licensee, as amended and restated by that certain Amended and Restated License Agreement, dated as of December 12, 2005 (as amended and restated, the "Agreement").

In consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to amend the Agreement in accordance with Section 21 thereof as follows:

1. Milestone Payments.

- a. The reference to "[***]" in Section 9(c) is hereby deleted in its entirety and "[***]" is substituted in place thereof; and
- b. The reference to "[***]" in Section 9(d) is hereby deleted in its entirety and "[***]" is substituted in place thereof.

2. Deletion of Section 10.3: Diligence Efforts. Section 10.3 of the Agreement is hereby cancelled in its entirety and deleted from the Agreement. Licensee and Licensor agree that neither party has currently, or shall have in the future, any obligations under Section 10.3 of the Agreement. For and in consideration of the aforementioned deletion of Section 10.3 and any obligations arising, or which have arisen, thereunder, Eyegate Pharmaceuticals, Inc., a Delaware corporation and the parent company of Licensee ("Parent"), has agreed to issue, and Licensor has agreed to accept, 165,091 shares of common stock of Parent pursuant to that certain Stock Issuance Agreement by and between Licensor and Parent dated as of even date herewith.

*** CONFIDENTIAL TREATMENT REQUESTED

3. Miscellaneous. The Agreement, as amended hereby, is hereby ratified, confirmed and deemed in full force and effect. This Amendment may be executed in multiple counterparts, each of which will be deemed an original, but together will constitute one instrument. Each party may rely upon a facsimile or pdf counterpart of this Amendment signed by the other party with the same effect as if such party had received an original counterpart signed by such other party.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Amendment to the Agreement as of the date first above written.

EYEGATE PHARMA SA

By: /s/ Stephen From
Name: Stephen From
Title: President and CEO

UNIVERSITY OF MIAMI

By: /s/ Norma Sue Kenyon
Name: Norma Sue Kenyon, Ph.D.
Title: Vice Provost for Innovation

Subsidiaries of the Registrant

EyeGate Pharma S.A.S.

(France)

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the inclusion in this Registration Statement of EyeGate Pharmaceuticals, Inc. (the "Company") on Form S-1 to be filed on or about July 29, 2014 of our report dated May 13, 2014, on our audits of the consolidated financial statements as of December 31, 2013 and 2012 and for each of the years in the two-year period ended December 31, 2013 and the cumulative period from December 26, 2004 (inception) to December 31, 2013. Our report includes an explanatory paragraph about the existence of substantial doubt concerning the Company's ability to continue as a going concern. We also consent to the reference to our firm under the caption "Experts" in the Registration Statement on Form S-1.

/s/ EisnerAmper LLP

New York, New York
July 29, 2014
