

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

FORM S-8
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

IMV Inc.

(Exact name of registrant as specified in its charter)

<p>Canada (State or other jurisdiction of incorporation or organization)</p> <p>1344 Summer Street, Suite 412 Halifax, Nova Scotia Canada (Address of Principal Executive Offices)</p>	<p>Not applicable (I.R.S. Employer Identification No.)</p> <p>B3H 0A8 (Zip Code)</p>
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Amended Stock Option Plan
Deferred Share Unit Plan
(Full title of the plan)

C T Corporation System
111 Eighth Avenue
New York, NY 10011
(Name and address of agent for service)

(212) 894-8800
(Telephone number, including area code, of agent for service)

Copy to:

Pierre Labbé
IMV Inc.
1344 Summer Street, Suite 412
Halifax, Nova Scotia B3H 0A8
Canada
(902) 492-1819

Thomas M. Rose
Troutman Sanders LLP
401 9th Street, NW
Suite 1000
Washington, DC 20004
(757) 687-7715

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act

CALCULATION OF REGISTRATION FEE

Title of securities to be registered ⁽¹⁾	Amount to be registered ⁽²⁾	Proposed maximum offering price per share	Proposed maximum aggregate offering price	Amount of registration fee
Common shares, no par value	3,906,250 shares	\$ 6.18 ⁽³⁾	\$ 24,140,625	\$ 3,006

(1) Common shares, no par value, offered by IMV Inc. (the "Registrant"), with (i) 3,437,500 common share offered pursuant to its Amended Stock Option Plan (effective September 25, 2009, as amended) (the "Stock Option Plan") and (ii) 468,750 common shares offered pursuant to its Deferred Share Unit Plan (effective December 21, 2016) (the "Share Unit Plan").

- (2) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the “**Securities Act**”), this registration statement also covers an indeterminate number of additional shares that may be offered and issued to prevent dilution resulting from stock splits, stock dividends or similar transactions as provided in the Plan.
 - (3) Calculated in accordance with Rule 457(c) and (h) based on the average of the high and low prices for the Registrant’s common shares reported on the Toronto Stock Exchange on May 30, 2018, which was Cdn\$7.97 per share, or US\$6.18 per share (converted into US dollars based on the average exchange rate on May 30, 2018, as reported by the Bank of Canada, for the conversion of Canadian dollars into U.S. dollars of Cdn\$1.00 equals US\$0.7754).
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PART I. INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.*

Item 2. Registrant Information and Employee Plan Annual Information.*

*The information required by Part I to be contained in the Section 10(a) prospectus is omitted from this registration statement in accordance with the Note to Part I of Form S-8 and Rule 428, and will be sent or given to participants as specified by Rule 428(b)(1) under the Securities Act.

PART II. INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the Commission, are incorporated herein by reference:

- (a) The Registrant's Registration Statement on Form 40-F filed with the Commission on May 1, 2018 and amended on May 25, 2018 (File No. 001-38480).
- (b) All other reports filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), since the end of the fiscal year covered by the Registration Statement on Form 40-F filed with the Commission on May 1, 2018 and amended on May 25, 2018 incorporated by reference herein pursuant to (a) above.
- (c) The description of the Registrant's common shares contained in the Registration Statement on Form 40-F filed with the Commission on May 1, 2018 and amended on May 25, 2018 incorporated by reference herein pursuant to (a) above, including any amendment or report filed for the purposes of updating such description.

In addition, unless otherwise stated herein, all documents subsequently filed with the Commission by the Registrant pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the filing of a post-effective amendment to this registration statement which indicates that all securities offered hereby have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this registration statement and to be a part hereof from the date of filing of such documents. In addition, any report furnished by the Registrant on Form 6-K shall be deemed to be incorporated by reference in the registration statement if and to the extent that such report on Form 6-K so provides.

Any statement contained in a document incorporated or deemed to be incorporated by reference or deemed to be part of the registration statement shall be deemed to be modified or superseded for purposes of the registration statement to the extent that a statement contained in the registration statement or in any other subsequently filed document that also is, or is deemed to be, incorporated by reference or deemed to be part of the registration statement modifies or replaces such statement. Any statement contained in a document that is deemed to be incorporated by reference or deemed to be part of the registration statement after the most recent effective date may modify or replace existing statements contained in the registration statement. Any such statement so modified or replaced shall not be deemed, except as so modified or replaced, to constitute a part of the registration statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Under the Canada Business Corporations Act (the “CBCA”), the Registrant may indemnify a present or former director or officer of the Registrant or another individual who acts or acted at the Registrant’s request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, criminal, administrative, investigative or other proceeding in which the individual is involved because of that association with the Registrant or other entity. The Registrant may not indemnify an individual unless the individual acted honestly and in good faith with a view to the best interests of the Registrant, or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer or in a similar capacity at the Registrant’s request, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual’s conduct was lawful. The CBCA also provides that the Registrant may with the approval of a court, indemnify such an individual or advance moneys against all costs, charges and expenses reasonably incurred by the individual in connection with an action by or on behalf of the Registrant or other entity to procure a judgment in its favour, to which the individual is made a party because of the individual’s association with the Registrant or other entity at the Registrant’s request. The aforementioned individuals are entitled to indemnification from the Registrant if they were not judged by the court or other competent authority to have committed any fault or omitted to do anything that the individual ought to have done and the individual acted honestly and in good faith with a view to the best interests of the Registrant, or, as the case may be, to the best interests of the other entity for which the individual acted as a director or officer or in a similar capacity at the Registrant’s request, and, in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, the individual had reasonable grounds for believing that the individual’s conduct was lawful. The Registrant may advance moneys to the individual for the costs, charges and expenses of the proceeding; however, the individual shall repay the moneys if the individual does not fulfill the conditions set out above.

The by-laws of the Registrant provide that, in accordance with the provisions of the CBCA and to the full extent provided therein, the Registrant shall indemnify a director or officer of the Registrant, a former director or officer of the Registrant or another individual who acts or acted at the Registrant’s request as a director or officer, or an individual acting in a similar capacity, of another entity, against all costs, charges and expenses, including an amount paid to settle an action or satisfy a judgment, reasonably incurred by the individual in respect of any civil, administrative, investigative or other proceeding in which the individual is involved because of that association with the Registrant or other entity. The Registrant may extend the benefits of the foregoing indemnification to other persons, provided such persons are designated by way of a resolution of the board of directors of the Registrant.

Insofar as the indemnification for liabilities arising under the United States Securities Act of 1933, as amended (the “Securities Act”), may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the United States Securities and Exchange Commission (the “SEC”), such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed.

Not Applicable.

Item 8. Exhibits

The following exhibits are filed as part of this registration statement:

Number	Description
4.1	Amended Stock Option Plan (effective September 25, 2009, as amended)
4.2	Deferred Share Unit Plan (effective December 21, 2016)
5.1	Opinion of McCarthy Tétrault LLP
23.1	Consent of McCarthy Tétrault LLP (included in the Opinion filed as Exhibit 5.1)
23.2	Consent of PricewaterhouseCoopers LLP
24.1	Powers of Attorney (included on the signature pages to this registration statement)

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in the volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment 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.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement 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.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Halifax, Province of Nova Scotia, Canada, on June 1, 2018.

IMV INC.
(Registrant)

By: /s/ Pierre Labbé
Pierre Labbé
Chief Financial Officer

POWERS OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Frederic Ors and Pierre Labbé, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to the registration statement, 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 and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all said attorneys-in-fact and agents of them or their substitute or substitutes, may lawfully do or cause to be done by virtue thereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities indicated on June 1, 2018.

<u>Signature</u>	<u>Title</u>
<u>/s/ Frederic Ors</u> Frederic Ors	Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ Pierre Labbé</u> Pierre Labbé	Chief Financial Officer (Principal Financial and Accounting Officer)
<u>Andrew Sheldon</u>	Chairman of the Board of Directors
<u>/s/ James Hall</u> James Hall	Director
<u>Wayne Pisano</u>	Director
<u>/s/ Albert Scardino</u> Albert Scardino	Director
<u>/s/ Alfred Smithers</u> Alfred Smithers	Director
<u>/s/ Shermaine Tilley</u> Shermaine Tilley	Director

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, as amended, the undersigned has signed this registration statement, solely in the capacity of the duly authorized representative of IMV Inc. in the United States, in the City of Newark, State of Delaware, on June 1, 2018.

PUGLISI & ASSOCIATES

By: /s/ Donald J. Puglisi
Name: Donald J. Puglisi
Title: Managing Director

IMV INC.
AMENDED STOCK OPTION PLAN

1. **The Plan**

An amended stock option plan (the “**Plan**”), pursuant to which options to purchase common shares (the “**Shares**”) in the capital of IMV Inc. (the “**Corporation**”) may be granted to the directors, officers, employees and consultants of the Corporation and its subsidiaries, is hereby established on the terms and conditions set forth herein.

2. **Purpose**

The purpose of this Plan is to advance the interests of the Corporation by encouraging the directors, officers, employees, consultants and holding companies of such persons of the Corporation and its subsidiaries to acquire Shares, thereby: (i) increasing the proprietary interests of such persons in the Corporation; (ii) aligning the interests of such persons with the interests of the Corporation’s shareholders generally; (iii) encouraging such persons to remain associated with the Corporation; (iv) furnishing such persons with an additional incentive in their efforts on behalf of the Corporation; and (v) attracting new directors, officers, employees and consultants.

3. **Interpretation**

In this Plan:

- (a) “**Affiliate**” means, with respect to any person, any other person that controls or is controlled by or is under common control with the referent person;
 - (b) “**Black-Out Period**” means any period during which a policy of the Corporation prevents a Participant from trading in the Shares or in any other securities of the Corporation or exercising or converting any exercisable or convertible securities of the Corporation including the Options;
 - (c) “**Board**” means the board of directors of the Corporation;
 - (d) “**Cause**” includes:
 - (i) the continued failure by the Participant to substantially perform his duties in connection with his employment by, or service to, the Corporation or its subsidiaries (other than as a result of a permanent disability) after the Corporation or its subsidiaries, as the case may be, has given the Participant reasonable written notice of such failure and a reasonable opportunity to correct it;
 - (ii) the engaging by the Participant in any act which is injurious to the Corporation or its subsidiaries or their reputation, financially or otherwise;
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- (iii) the engaging by the Participant in any act resulting or intended to result, directly or indirectly, in personal gain to the Participant at the expense of the Corporation or its subsidiaries;
 - (iv) the conviction of the Participant by a court of competent jurisdiction on any charge involving fraud, theft or moral turpitude by the Participant in connection with the business of the Corporation or its subsidiaries; or
 - (v) any other conduct that would constitute cause at common law.
- (e) **“Change of Control”** includes:
- (i) any change in the holding, direct or indirect, of the shares of the Corporation as a result of which a person, or group of persons acting jointly or in concert within the meaning of the *Securities Act* (Nova Scotia), are in a position to exercise effective control of the Corporation;
 - (ii) the sale to a person, or group of persons acting jointly or in concert within the meaning of the *Securities Act* (Nova Scotia), of assets which aggregate more than 50% of the assets (measured by fair market value) of the Corporation and its Affiliates;
 - (iii) an amalgamation, arrangement or other form of business combination of the Corporation with another corporation that results in the holders of voting securities of that other corporation holding, in the aggregate, more than 50% of all outstanding voting securities of the Corporation resulting from the business combination; or
 - (iv) any other transaction that is deemed to be a “Change of Control” for the purposes of this Plan by the Board, in its sole discretion.
- (f) **“Market Price”** means the market price of the Shares at the date of grant of the Options, calculated as the VWAP, provided that if the date of grant of the Options would happen during a Black-Out Period, the Market Price will be such trading price for the five trading days commencing on the third trading day following the end of the Black-Out Period and the last day of that five-day period shall be the date of grant of the Options, or, if the Shares are not listed on a stock exchange, the fair market value of a Share on the day immediately preceding the date of grant of the Options as determined by the Board.
- (g) **“VWAP”** means the volume weighted average trading price of the Shares on the principal stock exchange on which the Shares are trading for the five trading days immediately preceding the day on which the Option is granted or exercised, as the case may be, rounded up to the nearest cent.
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4. **Administration**

- (a) This Plan shall be administered by the Board.
- (b) Subject to the terms and conditions set forth herein, the Board is authorized to provide for the granting, exercise and method of exercise of Options (as defined in paragraph 4(d) below), all on such terms (which may vary between Options granted from time to time) as it shall determine. In addition, the Board shall have the authority to: (i) construe and interpret this Plan and all option agreements entered into hereunder; (ii) prescribe, amend and rescind rules and regulations relating to this Plan; and (iii) make all other determinations necessary or advisable for the administration of this Plan. All determinations and interpretations made by the Board shall be binding on all Participants (as defined in paragraph 7(a) below) and on their legal, personal representatives and beneficiaries.
- (c) Notwithstanding the foregoing or any other provision contained herein, the Board shall have the right to delegate the administration and operation of this Plan, in whole or in part, to a committee of the Board or to the President or any other officer of the Corporation. Whenever used herein, the term "Board" shall be deemed to include any committee or officer to which the Board has, fully or partially, delegated responsibility and/or authority relating to the Plan or the administration and operation of this Plan pursuant to this Section 4.
- (d) Options to purchase the Shares granted hereunder ("**Options**") shall be evidenced by (i) an agreement, signed on behalf of the Corporation and by the person to whom an Option is granted, which agreement shall be substantially in the form of Schedule A attached hereto, or (ii) a written notice or other instrument, signed by the Corporation, setting forth the material attributes of the Options.

5. **Shares Subject to Plan**

- (a) Subject to Section 16 below, the securities that may be acquired by Participants upon the exercise of Options shall consist of authorized but unissued Shares. Whenever used herein, the term "**Shares**" shall be deemed to include any other securities that may be acquired by a Participant upon the exercise of an Option, the terms of which have been modified in accordance with Section 16 below.
 - (b) The aggregate number of Shares reserved for issuance under this Plan shall be equal to 3,437,500 Shares, subject to any adjustment as is provided for by Section 16.
 - (c) If any Option granted under this Plan shall expire or terminate for any reason without having been exercised in full, any unpurchased Shares to which such Option relates shall be available for the purposes of the granting of Options under this Plan.
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6. Maintenance of Sufficient Capital

The Corporation shall at all times during the term of this Plan ensure that the number of Shares it is authorized to issue shall be sufficient to satisfy the Corporation's obligations under all outstanding Options granted pursuant to this Plan.

7. Eligibility and Participation

(a) The Board may, in its discretion, select any of the following persons to participate in this Plan:

- (i) directors of the Corporation or its subsidiaries;
- (ii) officers of the Corporation or its subsidiaries;
- (iii) employees of the Corporation or its subsidiaries;
- (iv) consultants of the Corporation or its subsidiaries; and
- (v) holding companies of the persons listed in paragraphs 7(a)(i) to 7(a)(iv) above,

(any such person having been selected for participation in this Plan by the Board is herein referred to as a "**Participant**"). The Corporation represents that directors, officers, employees, consultants and holding companies of such persons granted Options under this Plan are bona fide directors, officers, employees and consultants of the Corporation or its subsidiaries or holding companies of such persons.

(b) The Board may from time to time, in its discretion, grant an Option to any Participant, upon such terms, conditions and limitations as the Board may determine, including the terms, conditions and limitations set forth herein, provided that Options granted to any Participant shall be approved by the shareholders of the Corporation if the rules of any stock exchange on which the Shares are listed require such approval.

8. Exercise Price

(a) The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than the Market Price.

(b) If approved by the Board, in lieu of paying the exercise price for the Shares that may be issued pursuant to the exercise of Options, the Participant may elect to acquire the number of Shares determined by subtracting the exercise price from the VWAP, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by such VWAP. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be purchased and issued under the Plan and all the Options surrendered will be cancelled.

- (c) The Corporation will withhold taxes to the extent required by applicable laws in respect of the exercise of Options and the issuance of Shares or the payment of any amounts under this Plan and shall have the right to require that a Participant remit to the Corporation an amount in cash sufficient to satisfy any applicable withholding tax requirements.

9. Number of Optioned Shares

The number of Shares that may be acquired under an Option granted to a Participant shall be determined by the Board as at the time the Option is granted, provided that:

- (a) during any twelve (12) month period, the number of Shares issued to insiders under this Plan or any other security based compensation arrangement (as such term is defined in the Toronto Stock Exchange Company Manual) of the Corporation shall not exceed ten percent (10%) of the issued and outstanding Shares; and
- (b) the number of Shares issuable to insiders, at any time, under this Plan or any other security based compensation arrangement (as such term is defined in the Toronto Stock Exchange Company Manual) of the Corporation shall not exceed ten percent (10%) of the issued and outstanding Shares.

10. Term

- (a) The period during which an Option may be exercised (the “**Option Period**”) shall be determined by the Board at the time the Option is granted, subject to any vesting limitations which may be imposed by the Board in its sole unfettered discretion at the time such Option is granted and Sections 12, 13 and 17 below, provided that:
 - (i) no Option shall be exercisable for a period exceeding ten (10) years from the date the Option is granted;
 - (ii) no Option in respect of which shareholder approval is required under the rules of any stock exchange or exchanges on which the Shares are then listed shall be exercisable until such time as the Option has been approved by the shareholders of the Corporation; and
 - (iii) the Board may, subject to the receipt of any necessary regulatory approvals or shareholder approvals, in its sole discretion, accelerate the time at which any Option may be exercised, in whole or in part.
 - (b) If the date on which an Option expires occurs during or within 10 business days after the last day of a Black-Out Period, the expiry date for the Option will be the last day of such 10 business day period.
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11. Method of Exercise of Option

- (a) Except as set forth in Sections 12, 13 and 17 below or as otherwise determined by the Board, no Option may be exercised unless the holder of such Option (or, in the case of an Option issued to a holding company, the holding company's owner) is, at the time the Option is exercised, a director, officer, employee, consultant of the Corporation or its subsidiaries (as the case may be).
 - (b) Options that are otherwise exercisable in accordance with the terms thereof may be exercised in whole or in part from time to time.
 - (c) Any Participant (or his legal, personal representative) wishing to exercise an Option shall deliver to the Corporation:
 - (i) a written notice expressing the intention of such Participant (or his legal, personal representative) to exercise his Option and specifying the number of Shares in respect of which the Option is exercised; and
 - (ii) subject to Section 8(b), a cash payment, certified cheque or bank draft representing the full purchase price of the Shares in respect of which the Option is exercised.
 - (d) Upon the exercise of an Option as aforesaid, the Corporation shall use reasonable efforts to forthwith deliver, or cause the registrar and transfer agent of the Shares to deliver, to the relevant Participant (or his legal, personal representative) or to the order thereof, a certificate representing the aggregate number of fully paid and non-assessable Shares in respect of which the Option has been duly exercised. All Options granted under this Plan and Shares issued upon the exercise thereof shall bear any legend which may be required under applicable securities legislation.
 - (e) The issuance of Shares upon the exercise of Options must comply with all applicable securities laws. Without limiting the foregoing, any Shares issued upon exercise of Options granted pursuant to this Plan must be registered under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), and all applicable state securities laws or must comply with the requirements of an exemption or exclusion therefrom. If the Shares issued upon exercise of Options are issued in reliance upon an exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws, such Shares will be "restricted securities" (as such term is defined in Rule 144 under the U.S. Securities Act) and the certificate representing such Shares will bear a legend restricting the transfer of such securities under the U.S. Securities Act and applicable state securities laws. The Board may require that a Participant provide certain representations, warranties and certifications to the Corporation to satisfy the requirements of applicable securities laws, including without limitation, the registration requirements of the U.S. Securities Act and applicable state securities laws or exemptions or exclusions therefrom.
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12. Ceasing to be a Director, Officer, Employee or Consultant

- (a) Subject to Section 17, if any Participant shall cease to hold the position or positions as director, officer, employee or consultant of the Corporation or its subsidiaries (as the case may be) for any reason other than being dismissed from his office or employment for Cause, death or permanent disability, his Option will terminate at 6:00 p.m. (Halifax time) on the earlier of the date of the expiration of the Option Period and 90 days after the date such Participant ceases to hold the position or positions as director, officer, employee or consultant of the Corporation or its subsidiaries (as the case may be). During this period, a Participant may exercise his Option to the extent he was entitled to at the date of such cessation. Options that had not vested on the date of such cessation shall be immediately cancelled.
- (b) If any Participant shall cease to hold the position or positions as director, officer, employee or consultant of the Corporation or its subsidiaries (as the case may be) as a result of being dismissed from his office or employment for Cause or a Participant's contract as a consultant being terminated before its normal termination date for Cause, including where a Participant resigns his office or employment or terminates his contract as a consultant after being requested to do so by the Corporation or its subsidiaries as an alternative to being dismissed or terminated by the Corporation or its subsidiaries for Cause, his Options shall immediately be cancelled and may not be exercised as of the termination or dismissal date.
- (c) Neither the selection of any person as a Participant nor the granting of an Option to any Participant under this Plan shall: (i) confer upon such Participant any right to continue as a director, officer, employee or consultant of the Corporation or its subsidiaries (as the case may be); or (ii) be construed as a guarantee that the Participant will continue as a director, officer, employee or consultant of the Corporation or its subsidiaries (as the case may be).

13. Death or Permanent Disability of a Participant

In the event of the death or permanent disability of a Participant, any Option previously granted to him shall be exercisable until the end of the Option Period or until the expiration of 12 months after the date of death or permanent disability of such Participant, whichever is earlier, and then, in the event of death or permanent disability, only:

- (a) by the person or persons to whom the Participant's rights under the Option shall pass by the Participant's will or applicable law; and
 - (b) to the extent that he was entitled to exercise the Option as at the date of his death or permanent disability. Options that had not vested on the date of his death or permanent disability shall be immediately cancelled.
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14. Rights of Participants

No person entitled to exercise any Option granted under this Plan shall have any of the rights or privileges of a shareholder of the Corporation in respect of any Shares issuable upon exercise of such Option until such Shares have been paid for in full and issued to such person.

15. Proceeds from Exercise of Options

The proceeds from any sale of Shares issued upon the exercise of Options shall be added to the general funds of the Corporation and shall thereafter be used from time to time for such corporate purposes as the Board may determine and direct.

16. Adjustments

- (a) The number of Shares subject to the Plan shall be increased or decreased proportionately in the event of the subdivision or consolidation of the outstanding Shares of the Corporation, and in any such event a corresponding adjustment shall be made to the number of Shares deliverable upon the exercise of any Option granted prior to such event without any change in the total price applicable to the unexercised portion of the Option, but with a corresponding adjustment in the price for each Share that may be acquired upon the exercise of the Option. In case the Corporation is reorganized or merged or consolidated or amalgamated with another corporation, appropriate provisions shall be made for the continuance of the Options outstanding under this Plan and to prevent any dilution or enlargement of the same.
- (b) Adjustments under this Section 16 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. No fractional Shares shall be issued upon the exercise of an Option following the making of any such adjustment.

17. Change of Control

- (a) Notwithstanding any other provision herein, in the event of a proposed Change of Control, the Board may, as deemed necessary or equitable by the Board in its sole discretion and subject to regulatory approvals, as applicable, determine the manner in which all unexercised Options granted under the Plan will be treated including, for example, accelerating the vesting of the Options, accelerating the expiry of the Option Period of the Options and accelerating the time for the fulfillment of any conditions or restrictions on such exercise.
- (b) All determinations of the Board under this Section 17 will be binding for all purposes of the Plan.

18. Transferability

All benefits, rights and Options accruing to any Participant in accordance with the terms and conditions of this Plan shall be non-transferable and non-assignable unless specifically provided herein and unless such transfer or assignment complies with all applicable securities laws. During the lifetime of a Participant, any Options granted hereunder may only be exercised by the Participant and in the event of the death or permanent disability of a Participant, by the person or persons to whom the Participant's rights under the Option pass by the Participant's will or applicable law.

19. Amendment and Termination of Plan

- (a) The Board may, at any time, suspend or terminate this Plan. The Board may also, at any time, amend or revise the terms of this Plan subject to the receipt of all necessary regulatory and shareholders approvals, provided that no such amendment or revision shall alter the terms of any Options theretofore granted under this Plan.
 - (b) Without limiting the generality of the foregoing, the Board may make the following types of amendments to this Plan without seeking the approval of the shareholders of the Corporation:
 - (i) amendments of a “housekeeping” nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (ii) amendments necessary to comply with the provisions of applicable laws (including, without limitation, the rules, regulations and policies of the Toronto Stock Exchange);
 - (iii) amendments necessary in order for Options to qualify for favourable treatment under applicable taxation laws;
 - (iv) amendments respecting the administration of the Plan;
 - (v) any amendment to the vesting provisions of the Plan;
 - (vi) in addition to the changes that may be made pursuant to Sections 16 and 17, amend any term of any outstanding Option (including, without limitation, the exercise price, vesting and expiry of the Option), provided that, (A) if the amendments would reduce the exercise price or extend the expiry date of Options granted to insiders, other than as authorized pursuant to Sections 16 and 17, approval of the disinterested shareholders of the Corporation must be obtained; and (B) the Board of Directors would have had the authority to initially grant the Option under the terms as so amended;
 - (vii) any amendment to the early termination provisions of the Plan or any Option, whether or not such Option is held by an insider of the Corporation, provided such amendment does not entail an extension beyond the original expiry date;
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- (viii) any amendment to the termination provisions of the Plan or any Option, provided any such amendment does not entail an extension of the expiry date of such Option beyond its original expiry date;
 - (ix) the addition or modification of a cashless exercise feature, payable in cash or in securities, which provides for a full or partial deduction of the number of Shares reserved for issuance under this Plan;
 - (x) amendments necessary to suspend or terminate the Plan; and
 - (xi) any other amendment, whether fundamental or otherwise, not requiring shareholders' approval under applicable laws.
- (c) Notwithstanding the provisions of Section 19(b), the Board may not, without the approval of the shareholders of the Corporation, make amendments to the Plan for any of the following purposes:
- (i) to increase the maximum number of Shares that may be issued pursuant to Options granted under the Plan as set out in Section 5(b);
 - (ii) to reduce the exercise price of Options for the benefit of an insider of the Corporation;
 - (iii) to extend the expiry date of Options for the benefit of an insider of the Corporation;
 - (iv) to increase the maximum number of Shares issuable pursuant to Section 9; and
 - (v) to amend the provisions of this Section 19(c).
- (d) In the event of any conflict between Sections 19(b) and 19(c), the latter shall prevail.

20. Necessary Approvals

The obligation of the Corporation to issue and deliver Shares in accordance with this Plan and Options granted hereunder is subject to applicable securities legislation and to the receipt of any approvals that may be required from any regulatory authority or stock exchange having jurisdiction over the securities of the Corporation. If Shares cannot be issued to a Participant upon the exercise of an Option for any reason whatsoever, the obligation of the Corporation to issue such Shares shall terminate and any funds paid to the Corporation in connection with the exercise of such Option will be returned to the relevant Participant as soon as practicable.

21. Stock Exchange Rules

This Plan and any option agreements entered into hereunder shall comply with the requirements from time to time of the stock exchange or exchanges on which the Shares are listed.

22. United States Tax Law Matters

The provisions specified under this Section 22 apply only to persons who are otherwise eligible to receive an Option under the Plan and are subject to United States federal income tax (any such person, a “**U.S. Taxpayer**”) pursuant to the U.S. Internal Revenue Code of 1986, as amended (the “**U.S. Tax Code**”). This Section 22 does not and will not add to or modify the Plan in respect of any other category of Participant who is not a U.S. Taxpayer.

- (a) No Option granted under the Plan shall be intended to meet the requirements of Section 422 of the U.S. Tax Code.
- (b) Options shall be issued to U.S. Taxpayers only to the extent the Shares constitute “service recipient stock” within the meaning of Section 409A of the U.S. Tax Code. No Option shall be granted to a U.S. Taxpayer unless the exercise price of such Option shall be not less than 100% of the fair market value of a Share on the date of grant of such Option (determined by the Board in a manner that satisfies the requirements of Section 409A of the U.S. Tax Code). It is the intention of the Corporation that no Option shall be “deferred compensation” subject to Section 409A of the U.S. Tax Code, unless and to the extent that the Board specifically determines otherwise, and the Plan and the terms and conditions of Options granted to U.S. Taxpayers shall be interpreted and administered accordingly.

23. Right to Issue Other Shares

The Corporation shall not by virtue of this Plan be in any way restricted from declaring and paying stock dividends, issuing further Shares, varying or amending its share capital or corporate structure or conducting its business in any way whatsoever.

24. Notice

Any notice required to be given under this Plan shall be in writing and shall be given by registered mail, postage prepaid or delivered by courier or by facsimile transmission addressed, if to the Corporation, at its principal address as shown on its SEDAR profile; or if to a Participant, to such Participant at his address as it appears on the books of the Corporation or in the event of the address of any such Participant not so appearing then to the last known address of such Participant; or if to any other person, to the last known address of such person.

25. Gender

Whenever used herein words importing the masculine gender shall include the feminine and neuter genders and vice versa.

26. Interpretation

This Plan will be governed by and construed in accordance with the laws of the Province of Nova Scotia.

EFFECTIVE this 25th day of September, 2009, as amended on April 12, 2010, on September 15, 2011, on November 15, 2012, on April 30, 2013, on October 10, 2014, on March 20, 2015, on March 7, 2017 and on May 30, 2018.

**SCHEDULE A
FORM OF OPTION AGREEMENT**

OPTION AGREEMENT

This Option Agreement is entered into between IMV Inc. (the “**Corporation**”) and the Participant named below pursuant to a grant of options to the Participant under the Corporation’s Amended Stock Option Plan (the “**Plan**”), a copy of which is incorporated by reference herein, and confirms that:

1. on ● (the “**Grant Date**”);
2. ● (the “**Participant**”);
3. was granted options (the “**Options**”) to purchase ● common shares of the Corporation;
4. at the price of \$● per share (the “**Exercise Price**”);
5. which shall be exercisable in the following manner:
 - (a) one● (1/●) immediately on the Grant Date;
 - (b) one ● (1/●) on the date that is ● months after the Grant Date; and
 - (c) one ● (1/●) on the date that is ● months after the Grant Date; and
6. shall expire on ● (the “**Expiry Date**”);
all on the terms and subject to the conditions set out in the Plan.

By receiving and accepting the Options, the Participant:

1. confirms that he or she has read and understands the Plan and agrees to the terms and conditions of the Plan and this Option Agreement; and
2. consents to the collection, use and disclosure of personal information of the Participant by the Toronto Stock Exchange and all other regulatory authorities in accordance with their requirements, from time to time.

Effective as of the ● day of ●, 20●.

IMV INC.

By: _____
Name:
Title:

_____ [Optionee]

NOTICE TO EXERCISE OPTIONS

TO: IMV INC.
1344 Summer Street, Suite 412
Halifax, Nova Scotia
B3H 0A8
Attention: Corporate Secretary

Re: Exercise of Options

Reference is made to the Option Agreement dated as of _____, between IMV Inc. (the “**Corporation**”) and the Participant named below. The Participant hereby exercises Options to purchase common shares of the Corporation as follows:

Number of common shares for which the Options are being exercised: _____

Exercise Price per common share: \$ _____

Total Exercise Price (in the form of a cash payment, certified cheque or bank draft tendered with this Notice to Exercise): \$ _____

Name of Participant (as it is to appear on share certificate) _____

Address of Participant as it is to appear on the register of common shares of the Corporation (and to which a certificate representing the common shares being purchased is to be delivered): _____

Dated _____

Name of Participant
(Please print)

Signature of Participant

IMMUNOVACCINE INC.
DEFERRED SHARE UNIT PLAN

ARTICLE 1
INTRODUCTION

1.1 Purpose

The purpose of the Plan is to provide Participants with an opportunity to receive a portion or all of their compensation in Deferred Share Units. The Plan aims to align the interests of Participants with those of the shareholders of the Corporation. The Plan is meant to qualify under paragraph 6801(d) of the *Income Tax Regulations* (Canada) and consequently will not be a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the *Income Tax Act* (Canada).

1.2 Definitions

In this Plan:

- (a) “**Account**” means the account maintained by the Corporation in respect of each Participant to record Deferred Share Units for the Participant;
 - (b) “**Applicable Laws**” means all laws and regulations applicable to the Corporation and its affairs, and all applicable regulations and policies of such regulatory authorities, stock exchanges or over-the-counter markets as have jurisdiction over the affairs of the Corporation;
 - (c) “**Applicable Withholding Taxes**” has the meaning set forth in Article 9 of the Plan;
 - (d) “**Award Date**” means in respect of Deferred Share Units awarded as (i) the Director’s Fees, as contemplated by Article 3, the last day of each of March, June, September and December of a calendar year on which dates the Deferred Share Units shall be deemed to be awarded, in arrears, to a Participant; or (ii) discretionary awards as contemplated by Article 4, on such date as the Board determines;
 - (e) “**Board**” means the board of directors of the Corporation;
 - (f) “**Business Day**” means any day other than a Saturday, Sunday or statutory or civic holiday in the Province of Nova Scotia;
 - (g) “**Corporate Secretary**” means the corporate secretary of the Corporation;
 - (h) “**Corporation**” means Immunovaccine Inc. and its successors and assigns, and any reference in the Plan to activities by the Corporation means action by or under the authority of the Board;
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- (i) **“Deferred Share Unit”** means a bookkeeping entry reflecting a Participant’s entitlements under the Plan, each Deferred Share Unit equivalent in value to a Share;
- (j) **“Director”** means any member, from time to time, of the Board;
- (k) **“Fair Market Value”** means the volume-weighted average trading price calculation per Share for the five (5) trading days immediately preceding the Award Date or the date of redemption, as the case may be, as reported by the Stock Exchange;
- (l) **“Fees”** means any of a Director’s annual board retainer, and fees for chairing the Board, a committee of the Board or being a member of a committee.
- (m) **“Insider”** has the meaning set out in the Toronto Stock Exchange Company Manual;
- (n) **“Participant”** means any current or former Director of the Corporation who is not an employee or officer of the Corporation or of its subsidiaries and who has been or is eligible to be credited with Deferred Share Units under the Plan;
- (o) **“Plan”** means this plan entitled “Immunovaccine Inc. Deferred Share Unit Plan”, as amended from time to time;
- (p) **“Related Entity”** means a person that controls or is controlled by the Corporation or that is controlled by the same person that controls the Corporation;
- (q) **“Security Based Compensation Arrangement”** has the meaning set out in the Toronto Stock Exchange Company Manual;
- (r) **“Share”** means a common share in the share capital of the Corporation;
- (s) **“Stock Exchange”** means the Toronto Stock Exchange or such other stock exchange as the Board may designate from time to time and, if the Shares are not at any time listed and posted for trading on the Toronto Stock Exchange or such other stock exchange as the Board may designate from time to time, the stock exchange or securities quotation system on which the highest volume of Shares is then traded; and
- (t) **“Termination”** means the cessation of a Participant’s directorship for any reason, including such Participant’s death, which is deemed to have occurred as of the date of such cessation.

1.3 Interpretation

In this Plan, words importing the singular meaning shall include the plural and *vice versa*, and words importing the masculine shall include the feminine gender.

1.4 Effective Date of the Plan

The effective date of the Plan shall be December 21, 2016. The Board shall review and confirm the terms of the Plan from time to time.

ARTICLE 2 ADMINISTRATION

2.1 Administration of the Plan

The Plan shall be administered by the Board, which shall have full authority to interpret the Plan, to establish, amend and rescind any rules and regulations relating to the Plan and to make such determinations as it deems necessary or desirable for the administration of the Plan. The Board may require that any Participant provide certain representations, warranties and certifications to the Corporation to satisfy the requirements of Applicable Laws, including without limitation, exemptions from the registration requirements of the United States Securities Act of 1933, as amended, and applicable state securities laws. All actions taken and decisions made by the Board in this regard shall be final, conclusive and binding on all parties concerned, including, but not limited to, the Corporation, the Participants and their legal representatives.

2.2 Delegation

The Board may delegate to any Director, officer or employee of the Corporation such of the Board's duties and powers relating to the Plan as the Board may see fit.

2.3 Determination of Value if Shares Not Publicly Traded

Should the Shares not be publicly traded on the Stock Exchange at the relevant time, such that the Fair Market Value cannot be determined in accordance with the formulae set out in the definitions of those terms, such values shall be determined by the Board acting in good faith.

2.4 No Liability

Neither the Board, the Corporate Secretary, nor any officer or employee of the Corporation shall be liable for any act, omission, interpretation, construction or determination made in good faith in connection with this Plan, and the members of the Board, the Corporate Secretary and such officers and employees of the Corporation shall be entitled to indemnification by the Corporation in respect of any claim, loss, damage or expense (including legal fees and disbursements) arising therefrom to the fullest extent permitted by law. The costs and expenses of implementing and administering this Plan shall be borne by the Corporation.

2.5 Eligibility and Participation

- (a) All Directors of the Corporation shall be eligible to participate in the Plan.
- (b) As a condition of participating in the Plan, each Participant shall be required to provide the Corporation with all information and undertakings that the Corporation requires in order to administer the Plan and comply with Applicable Laws, including applicable tax laws.

- (c) Nothing herein contained shall be deemed to give any person the right to be retained as a Director or at any time to continue as a Director or employee nor shall the eligibility of a Director as a Participant entitle such Participant to receive any award under any other compensation or incentive plan of the Corporation. Except as otherwise provided, nothing contained herein shall in any way entitle a Participant to receive or acquire Shares or to acquire any rights or entitlements as a shareholder of the Corporation.

2.6 Currency

Except where expressly provided otherwise all references in the Plan to currency refer to lawful Canadian currency.

ARTICLE 3 ELECTION

3.1 Irrevocable Election

Each year, a Participant who is a Director may elect to receive up to one hundred per cent (100%) of his or her Fees, but not less than 50% of his or her fees, in the form of Deferred Share Units (in the form of an irrevocable election attached hereto as **Appendix "A"**) with the balance to be paid in cash.

3.2 Timing of Election

In the case of a newly appointed Director (the "**designation**"), the election, which shall be in respect of Fees earned after such designation during the fiscal year of the designation, must be completed, signed and delivered to the Corporate Secretary as soon as possible and, in any event, no later than thirty (30) days after the designation. In the case of an existing Participant, the election must be completed, signed and delivered to the Corporate Secretary by the end of the fiscal year preceding the fiscal year during which the Participant will earn the Fees or bonus in question and to which such election is to apply.

3.3 Determination of Deferred Share Units

The Corporation shall grant, in respect of each Participant, that number of Deferred Share Units (including fractional Deferred Share Units) as is determined by dividing the amount of Fees or other compensation that, but for an election, would have been paid to the Participant, by the Fair Market Value as of the Award Date, with fractions computed to three decimal places and shall credit the Participant's Account with such Deferred Share Units. A Participant shall not be entitled to any other benefit under this Plan.

The determination by the Board of any question which may arise as to a grant hereunder shall be final and binding on Participants and other persons claiming or deriving rights through any of them.

ARTICLE 4 DISCRETIONARY GRANTS

Subject to this Article 4 and such other terms and conditions as the Board may prescribe, the Board may from time to time award Deferred Share Units to a Participant. The number of Deferred Share Units (including fractional Deferred Share Units) to be credited as of the Award Date in respect of a grant under this Article 4 shall be such number of Deferred Share Units as the Board in its discretion determines to be appropriate in the circumstances.

**ARTICLE 5
CONFIRMATION OF AWARD AND STATEMENTS**

5.1 Confirmation of Award

Certificates representing Deferred Share Units shall not be issued by the Corporation. Instead, the award of Deferred Share Units to a Participant shall be evidenced by a letter to the Participant from the Corporation.

5.2 Reporting of Deferred Share Units

Statements of Accounts will be provided to the Participants, on an annual basis, by January 31 of each year.

**ARTICLE 6
VESTING**

Deferred Share Units (and fractional Deferred Share Units) shall vest immediately upon being credited to a Participant's Account.

**ARTICLE 7
ADJUSTMENTS**

7.1 Adjustments

The number of Deferred Share Units standing to the credit of an Account shall also be appropriately adjusted to reflect the payment of dividends in Shares (other than dividends in the ordinary course), the subdivision, consolidation reclassification, conversion or exchange of the Shares, or a merger, consolidation, recapitalization, reorganization, spin off or any other change or event which affects the Fair Market Value and which, in the sole discretion of the Board, necessitates action by way of adjustment to the number of Deferred Share Units. The appropriate adjustment in any particular circumstance shall be conclusively determined by the Board in its sole discretion, subject to acceptance by the Stock Exchange, if applicable.

**ARTICLE 8
REDEMPTION**

8.1 Redemption of Deferred Share Units

Deferred Share Units (and fractional Deferred Share Units) credited to a Participant's Account shall not be redeemable except upon the Termination of a Participant.

In the event of the Termination of a Participant, no further Deferred Share Units will be credited to such Participant's Account, and any election by such Participant to receive any future Fees or bonus, as the case may be, in the form of Deferred Share Units shall be revoked.

8.2 Redemption on Termination

In the event of the Termination of a Participant, all Deferred Share Units (and fractional Deferred Share Units) credited to the Participant's Account shall be redeemable and settled:

- (a) as described below, net of any Applicable Withholding Taxes,
- (b) in favor of the Participant (or the Participant's legal representative),
- (c) no later than the end of the calendar year following the year in which Termination occurs.

Upon redemption by the Participant (or the Participant's legal representative) pursuant to paragraph 8.3 or by the deadline provided for under paragraph 8.2(c), if not already redeemed by the Participant (or the Participant's legal representative), the Corporation will issue to the Participant a number of Shares from treasury equal to the number of Deferred Share Units (and fractional Deferred Share Units) credited in the Account, less the number of Shares that results by dividing the aggregate amount of the Applicable Withholding Taxes by the Fair Market Value as of the date of redemption. Instead of issuing Shares from treasury, the Corporation may elect, in its sole discretion, to pay to the Participant (or the Participant's legal representative) an amount of money determined by multiplying the number of Deferred Share Units (and fractional Deferred Share Units) credited in the Account by the Fair Market Value as of the date of redemption, net of any Applicable Withholding Taxes, by cheque, upon redemption by the Participant pursuant to paragraph 8.3 or by the deadline provided for under paragraph 8.2(c), if not already redeemed by the Participant (or the Participant's legal representative). All Deferred Share Units (and fractional Deferred Share Units) will expire and terminate upon such issuance of Shares or upon such payment, as the case may be.

8.3 Notice of Redemption

Deferred Share Units (and fractional Deferred Share Units) that have become redeemable may be redeemed by written notice, in a form reasonably required by the Board, signed by the Participant (or the Participant's legal representative) and delivered to the Board not later than fifteen (15) Business Days prior to the end of the calendar year following the date of Termination.

8.4 Compliance with Applicable Laws

No Share shall be delivered under the Plan unless and until the Board has determined that all provisions of Applicable Laws and the requirements of the Stock Exchange have been satisfied. The Board may require, as a condition of the issuance and delivery of Shares pursuant to the terms hereof, that the recipient of such Shares make such covenants, agreements and representations, as the Board in its sole discretion deems necessary or desirable.

8.5 No Fractional Shares

The Corporation shall not be required to issue, or to purchase and deliver, fractional Shares on account of the redemption of Deferred Share Units. If any fractional interest in a Share would, except for this provision, be issuable or deliverable on the redemption of Deferred Share Units, the Corporation shall, in lieu of delivering any certificate of such fractional interest, satisfy such fractional interest by paying to the Participant a cash amount equal to the fraction of the Share corresponding to such fractional interest multiplied by the Fair Market Value of such Share.

8.6 No Interest

For greater certainty, no interest shall accrue to, or be credited to, a Participant on any amount payable under the Plan.

8.7 Maximum Number of Shares Issuable

Subject to adjustment in accordance with Section 7.1, the maximum number of Shares which the Corporation may issue from treasury in connection with the redemption of Deferred Share Units granted under the Plan shall be 1,500,000 Shares, or such greater number as may be approved from time to time by the Corporation's shareholders in accordance with the requirements of the Stock Exchange.

8.8 Maximum Number of Shares Issuable to Insiders

During any twelve (12) month period, the number of Shares issued from treasury to Insiders under this Plan or any other Security Based Compensation Arrangement of the Corporation shall not exceed ten percent (10%) of the issued and outstanding Shares; and the number of Shares issuable from treasury to Insiders, at any time, under this Plan or any other Security Based Compensation Arrangement of the Corporation shall not exceed ten percent (10%) of the issued and outstanding Shares.

ARTICLE 9 TAX MATTERS

9.1 Withholding

The Corporation may withhold an amount corresponding to the aggregate of any federal, provincial, local or foreign taxes and other amounts required by law to be withheld (the "**Applicable Withholding Taxes**"), from any amount (including by reducing the number of Shares to be issued) owing to a Participant including any amount owing under this Plan.

9.2 Compliance with Income Tax Act

Notwithstanding the foregoing and Section 11.1, all actions of the Board and the Corporate Secretary shall be such that this Plan continuously meets the conditions of paragraph 6801(d) of the *Income Tax Regulations* (Canada), or any successor provision, in order to qualify as a "prescribed plan or arrangement" for the purposes of the definition of a "salary deferral arrangement" contained in subsection 248(1) of the *Income Tax Act* (Canada).

**ARTICLE 10
COMMUNICATION**

10.1 Communication to Participant

Any payment, notice, statement, certificate or other instrument required to be given to a Participant or any person claiming or deriving any rights through him or her shall be given by:

- (a) delivering it personally to the Participant or the person claiming or deriving rights through him or her, as the case may be; or
- (b) mailing it, postage prepaid (provided that the postal service is then in operation) or delivering it to the address which is maintained for the Participant in the records of the Corporation.

10.2 Communication to Corporation

Any payment, notice, statement, certificate or instrument required or permitted to be given to the Corporation shall be given by mailing it, postage prepaid (provided that the postal service is then in operation) or delivering it to the Corporation at the following address:

Immunovaccine Inc.
1344 Summer Street, Suite 412
Halifax, Nova Scotia B3H 0A8

Attention: Corporate Secretary

Facsimile: (902) 492-0888

Email: fors@imvaccine.com

or to such other person or in such other manner as is notified to a Participant.

10.3 Timing of Delivery

Any payment, notice, statement, certificate or instrument, if delivered, shall be deemed to have been given or delivered on the date on which it was delivered or, if mailed (provided that the postal service is then in operation), shall be deemed to have been given or delivered on the second Business Day following the date on which it was mailed.

**ARTICLE 11
GENERAL**

11.1 Amendment, Suspension, or Termination of Plan

- (a) The Board may, at any time, suspend or terminate this Plan. The Board may also, at any time, amend or revise the terms of this Plan subject to the receipt of all necessary regulatory and shareholders approvals, provided that no such amendment or revision shall alter the terms of any Deferred Share Unit granted under this Plan prior to such amendment or revision .
- (b) Without limiting the generality of the foregoing, the Board may make the following types of amendments to this Plan without seeking the approval of the shareholders of the Corporation:
 - (i) amendments to the definition of "Participant" or the eligibility requirements for participating in the Plan, where such amendments would not have the potential of broadening or increasing Insider participation;

- (ii) amendments to the manner in which Participants may elect to participate in the Plan;
 - (iii) amendments to the provisions of the Plan relating to the redemption of Deferred Share Units and the dates for the redemption of the same, provided that no amendment shall accelerate the redemption of a Participant's Deferred Share Units prior to the earlier of his or her Termination, subject to obtaining the required regulatory approvals;
 - (iv) amendments of a "housekeeping" nature including, without limiting the generality of the foregoing, any amendment for the purpose of curing any ambiguity, error or omission in the Plan or to correct or supplement any provision of the Plan that is inconsistent with any other provision of the Plan;
 - (v) amendments necessary to comply with the provisions of Applicable Laws and the requirements of the Stock Exchange;
 - (vi) amendments respecting the administration of the Plan;
 - (vii) amendments to the vesting provisions of the Plan;
 - (viii) amendments necessary to continuously meet the requirements of paragraph 6801(d) of the *Income Tax Regulations* (Canada) and to ensure that the Plan is not a salary deferral arrangement or an employee benefit plan as those terms are defined in subsection 248(1) of the *Income Tax Act* (Canada);
 - (ix) amendments necessary to suspend or terminate the Plan; and
 - (x) any other amendment, whether fundamental or otherwise, not requiring shareholders' approval under Applicable Laws.
- (c) Notwithstanding the provisions of Section 11.1(b), the Board may not, without the approval of the shareholders of the Corporation, make amendments to the Plan for any of the following purposes:
- (i) to increase the maximum number of Shares that may be issued pursuant to the redemption of Deferred Share Units granted under the Plan as set out in Section 8.7;
 - (ii) to increase the maximum number of Shares issuable pursuant to Section 8.8; and
 - (iii) to amend the provisions of this Section 11.1(c).
- (d) In the event of any conflict between Sections 11.1(b) and 11.1(c), the latter shall prevail.

- (e) If the Board terminates the Plan, no new Deferred Share Units (other than Deferred Share Units that have been granted but vest subsequently pursuant to Article 6) will be credited to the Account of a Participant, but previously credited (and subsequently vesting) Deferred Share Units shall be redeemed in accordance with the terms and conditions of the Plan existing at the time of termination. The Plan will finally cease to operate for all purposes when the last remaining Participant receives the redemption price for all Deferred Share Units recorded in the Participant's Account. Termination of the Plan shall not affect the ability of the Board to exercise the powers granted to it hereunder with respect to Deferred Share Units granted under the Plan prior to the date of such termination.
- (f) All Participants will be sent written notice of any amendment, modification, suspension or termination of the Plan.

11.2 Compliance with Laws

- (a) The administration of the Plan, including the Corporation's issuance of any Deferred Share Units or its obligation to make any payments or issuances of securities in respect thereof, including Shares, shall be subject to and made in conformity with all Applicable Laws. Furthermore, any grant of Deferred Share Units or issuance of Shares pursuant to the Plan must be exempt or not subject to registration under applicable United States federal and state securities laws. Any Deferred Share Units or Shares granted or issued to a person in the United States (as such term is defined in Regulation S promulgated under the United States Securities Act of 1933, as amended) will result in any certificate representing such securities bearing a United States restrictive legend restricting transfer of such securities under United States federal and state securities laws.
- (b) Each Participant shall acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that the Participant shall, at all times, act in strict compliance with the Plan and all Applicable Laws, including, without limitation, those governing "insiders" of "reporting issuers" as those terms are construed for the purposes of applicable securities laws, regulations and rules.
- (c) No election may be made and no issuance of Deferred Share Units will be made pursuant to this Plan and no notice of redemption may be given by a Participant when such Participant is in possession of material, undisclosed and confidential information which would limit or restrict such person's right to trade in securities of the Corporation pursuant to the *Securities Act* (Quebec) as amended or in any other similar provisions of any Applicable Laws. The Corporation may extend or change applicable issuance dates or time periods in its discretion to ensure compliance as it may reasonably determine.
- (d) In the event that the Board recommends and the Board, after consultation with the Corporation's Chief Financial Officer and external auditors, determines that it is not feasible or desirable to honour an election in favour of Deferred Share Units or to honour any other provision of the Plan under International Financial Reporting Standards as applied to the Plan and the Accounts established under the Plan for each Participant, the Board shall make such changes to the Plan as the Board reasonably determines, after consultation with the Corporation's Chief Financial Officer and external auditors, are required in order to avoid adverse accounting consequences to the Corporation with respect to the Plan and the Accounts established under the Plan for each Participant, and the Corporation's obligations under the Plan shall be satisfied by such other reasonable means as the Board shall in its good faith determine, provided that such changes would not extend the settlement or satisfaction of the obligations of the Corporation beyond the end of the calendar year following the year in which the Termination occurs and that all such charges shall be made in order to ensure that the Plan remains compliant under all Applicable Laws.

11.3 Reorganization of the Corporation

The existence of any Deferred Share Units shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or any amalgamation, combination, merger or consolidation involving the Corporation or to create or issue any bonds, debentures, shares or other securities of the Corporation or the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

11.4 General Restrictions and Assignment

- (a) The rights of a Participant pursuant to the terms of the Plan are non-assignable or alienable by him either by pledge, assignment or in any other manner, and after his or her lifetime shall enure to the benefit of and be binding upon the Participant's estate.
- (b) The rights and obligations of the Corporation under the Plan may be assigned by the Corporation to a successor in the business of the Corporation.

11.5 No Right to Service

Neither participation in the Plan nor any action taken under the Plan shall give or be deemed to give any Participant a right to continued appointment as a Director, and shall not interfere with any right of the shareholders of the Corporation to remove any Participant as a Director.

11.6 No Shareholder Rights

Deferred Share Units are not Shares and under no circumstances shall Deferred Share Units be considered Shares. Deferred Share Units shall not entitle any Participant any rights attaching to the ownership of Shares, including, without limitation, voting rights, or rights on liquidation, nor shall any Participant be considered the owner of the Shares by virtue of the award of Deferred Share Units.

11.7 Unfunded and Unsecured Plan

The Corporation shall not be required to fund, or otherwise segregate assets to be used for required payments under the Plan. Unless otherwise determined by the Board, the Plan shall be unfunded and the Corporation will not secure its obligations under the Plan. To the extent any Participant or his or her estate holds any rights by virtue of a grant of Deferred Share Units under the Plan, such rights (unless otherwise determined by the Board) shall have no greater priority than the rights of an unsecured creditor of the Corporation.

11.8 No Other Benefit

No amount will be paid to, or in respect of, a Participant under the Plan or pursuant to any arrangement and no additional Deferred Share Units will be granted to such Participant as compensation for a downward fluctuation in the Fair Market Value of the Shares nor will any other form of benefit be conferred upon, or in respect, of a Participant for such purpose.

11.9 Governing Laws

The Plan shall be governed by, and interpreted in accordance with, the laws of the Province of Nova Scotia and the laws of Canada applicable therein, without regard to principles of conflict of laws.

11.10 Unenforceability

If any provision of this Plan is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part, if any, of such provision and all other provisions hereof shall continue in full force and effect.

APPROVED BY THE BOARD OF THE CORPORATION ON DECEMBER 21, 2016.

APPENDIX "A"

IMMUNOVACCINE INC.

DEFERRED SHARE UNIT PLAN

THIS IRREVOCABLE ELECTION FORM MUST BE RETURNED TO IMMUNOVACCINE INC. (THE "CORPORATION") BY EMAIL AT ●@IMVACCINE.COM BY 5:00 P.M. (EASTERN TIME) BEFORE DECEMBER 31, _____. [FOR NEW PARTICIPANTS: WITHIN 30 DAYS OF ELIGIBILITY TO PARTICIPATE] [SUBJECT TO ADDITIONAL RULES FOR U.S. TAXPAYERS.]

IRREVOCABLE ELECTION FORM

1. GENERAL

- (a) I have received and reviewed a copy of the Corporation's Deferred Share Unit Plan (the "**Plan**") and agree to be bound by it.
- (b) The value of a Deferred Share Unit is based on the trading price of a Share and is thus not guaranteed. The eventual value of a Deferred Share Unit on the applicable redemption date may be higher or lower than the value of the Deferred Share Unit at the time it was allocated to my Account under the Plan.
- (c) I will be liable for income tax when Deferred Share Units are redeemed in accordance with the Plan. Any cash payments made pursuant to the Plan shall be net of Applicable Withholding Taxes (and the number of Shares to which I could be entitled could be reduced to take into account the amount of Applicable Withholding Taxes). I understand that the Corporation is making no representation to me regarding taxes applicable to me under this Plan and I will confirm the tax treatment with my own tax advisor.
- (d) No funds will be set aside to guarantee the redemption of Deferred Share Units or the payment of any other sums due to me under the Plan. Future payments pursuant to the Plan are an unfunded liability recorded on the books of the Corporation. Any rights under the Plan by virtue of a grant of Deferred Share Units shall have no greater priority than the rights of an unsecured creditor.
- (e) I acknowledge and agree (and shall be conclusively deemed to have so acknowledged and agreed by participating in the Plan) that I shall, at all times, act in strict compliance with the Plan and all Applicable Laws, including, without limitation, those governing "insiders" of "reporting issuers" as those terms are construed for the purposes of applicable securities laws, regulations and rules.
- (f) I agree to provide the Corporation with all information and undertakings that the Corporation requires in order to administer the Plan and comply with Applicable Laws.
- (g) I understand that:

- (i) All capitalized terms shall have the meanings attributed to them under the Plan;
 - (ii) The redemption of Deferred Share Units must comply with applicable securities laws, including United States federal and state securities laws; and
 - (iii) All cash payments, if any, will be net of any Applicable Withholding Taxes.
- (h) I, as a Director, irrevocably elect to receive ____% of my base retainer and ____% of any other directorship fees in Deferred Share Units for the 20__ calendar year.

Dated this _____.

Participant Signature: _____

Participant Name: _____

APPENDIX "B"

IMMUNOVACCINE INC.

DEFERRED SHARE UNIT PLAN

Plan Provisions Applicable to U.S. Taxpayers

This Appendix "B" is an integral part of the Plan. The provisions of this Appendix "B" apply to U.S. Taxpayers notwithstanding anything to the contrary in the Plan or in any election form or award letter. Except as specifically defined in this Appendix "B", all capitalized terms used in this Appendix "B" have the meaning attributed to them in the Plan.

1. A U.S. Taxpayer is a Participant who (i) is subject to income taxation in the United States on the income received by his or her services as a Director or and who is not otherwise exempt from U.S. income taxation under the relevant provisions of the U.S. Internal Revenue Code of 1986, as amended (the "Code") or other Applicable Laws and (ii) who is not subject to income taxation in Canada under the Income Tax Act (Canada) and any similar law of a province.
2. It is intended that the provisions of the Plan, any election form, or any award letter (collectively referred to as the Plan for this Appendix "B") and any Deferred Share Units comply with Section 409A of the Code and the U.S. Treasury Regulations and other U.S. Internal Revenue Service guidance promulgated thereunder as in effect from time to time ("Section 409A"). In the event of any ambiguity in the language of the Plan or in the operation of the Plan, the Plan shall be construed, interpreted and operated in a manner that will result in compliance with the requirements of Section 409A, to the maximum extent permitted under Applicable Laws.
3. All elections under Article 2 of the Plan shall be made at a time and in a form that complies with Section 409A.
4. Notwithstanding Article 8 of the Plan, a U.S. Taxpayer shall not select a date of redemption for payment of his or her Deferred Share Units. Instead, the payment date for any Deferred Share Units payable to a U.S. Taxpayer shall be the date that is thirty (30) days after such U.S. Taxpayer's date of Termination, unless either (a) the U.S. Taxpayer is a Specified Employee on his or her date of Termination or (b) the U.S. Taxpayer's Termination was due to his or her death. If the U.S. Taxpayer is a Specified Employee on his or her date of Termination and such U.S. Taxpayer's Termination did not arise by reason of his or her death, the payment date in respect of such Deferred Share Units shall be the date that is six (6) months and one day after the U.S. Taxpayer's Termination, or if earlier, within ninety (90) days after the U.S. Taxpayer's death. If the Termination occurs due to the U.S. Taxpayer's death, then payment of such Deferred Share Units shall be made within ninety (90) days of the U.S. Taxpayer's date of death. On the date of payment, the amount of money or Shares to be paid or delivered to the U.S. Taxpayer shall be determined by Section 8 of the Plan, subject to applicable tax withholdings.
5. For purposes of this Appendix "B", the defined term "Termination" for a U.S. Taxpayer shall mean when such U.S. Taxpayer incurs a "separation from service" under U.S. Treasury Regulation § 1.409A-1(h) from the Corporation or a Related Entity (which, for purposes of determining a Termination, shall mean a "service recipient" as defined under U.S. Treasury Regulation § 1.409A-1(h)(3)).

6. The provisions of Article 7 and Article 11 shall be subject to the limitations and requirements set forth in Section 409A as to the time and form of payment of any Deferred Share Units.
7. Notwithstanding any other provision of this Appendix "B" or of the Plan to the contrary, neither the time nor the schedule of any payment under this Appendix "B" may be accelerated except as provided in Treas. Reg. § 1.409A-3(j)(4). In addition, under no circumstances may the time or schedule of any payment described in this Appendix "B" be subject to a further deferral except as otherwise permitted herein or required or permitted pursuant to regulations and other guidance issued pursuant to Section 409A. The U.S. Taxpayer does not have any right to make any election regarding the time or form of any payment due under this Appendix "B".
8. If the Corporation fails to make any distribution, either intentionally or unintentionally, at the time specified in this Appendix "B", but the payment is made later, but within the same calendar year, such distribution will be treated as made at the time specified in this Appendix "B" pursuant to Treas. Reg. § 1.409A-3(d). Additionally, the distribution will be treated as made at the time specified in this Appendix "B" in the other limited circumstances described in Treas. Reg. § 1.409A-3(d). In addition, if a distribution is not made due to a dispute with respect to such distribution, the distribution may be delayed in accordance with Treas. Reg. § 1.409A-3(g).
9. If any provision of the Plan or in the operation of the Plan contravenes any regulations or Treasury guidance promulgated under Section 409A of the Code or would cause the Deferred Share Units to be subject to the interest and penalties under Section 409A of the Code such provision of the Plan may, to the extent that it applies to U.S. Taxpayers, be modified, without the consent of any U.S. Taxpayer, to maintain, to the maximum extent practicable, the original intent of the applicable provision without violating the provisions of Section 409A of the Code. Notwithstanding the foregoing, neither the Corporation, nor any parent or subsidiary of the Corporation, nor any of their shareholders, directors, officers, employees, agents or representatives shall be liable to any U.S. Taxpayer or his or her heirs, beneficiaries or estate in the event any amounts accrued, due or payable under the Plan become subject to early income inclusion, additional taxes, penalties or interest as a result of the application of Section 409A.
10. All provisions of the Plan shall continue to apply to a U.S. Taxpayer, except to the extent that they have not been specifically modified by this Appendix "B".

McCarthy Tétrault S.E.N.C.R.L., s.r.l.
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Fax: 418-521-3099



June 1, 2018

IMV Inc.
1344 Summer Street, Suite 412
Halifax, Nova Scotia B3H 0A8
Canada

Re: IMV Inc. – Registration Statement on Form S-8

Ladies and Gentlemen:

At your request, we have examined the form of Registration Statement on Form S-8 (the “**Registration Statement**”) being filed by IMV Inc. (the “**Company**”) with the United States Securities and Exchange Commission in connection with the registration under the United States Securities Act of 1933, as amended (the “**Act**”), of 3,437,500 common shares of the Company (the “**Option Shares**”), issuable under the Company’s Amended Stock Option Plan (effective September 25, 2009, as amended) (the “**Stock Option Plan**”) and of 468,750 common shares of the Company (the “**Unit Shares**”, and, together with the Option Shares, the “**Shares**”) issuable under the Company’s Deferred Share Unit Plan (effective December 21, 2016) (the “**Share Unit Plan**”, and, together with the Stock Option Plan, the “**Plans**”).

For the purpose of this opinion, we have made such investigations and examined the originals, or duplicate, certified, conformed, facsimiled or photostatic copies of such corporate records, agreements, documents and other instruments and have made such other investigations as we have considered necessary or relevant for the purposes of this opinion. We have also examined originals or copies, certified or otherwise identified to our satisfaction, of such records of the Company and such agreements, certificates of public officials, certificates of officers, or other representatives of the Company, and such other documents as we have deemed necessary or appropriate as a basis for the opinion set forth herein.

In our examination, we have assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, conformed, photostatic, electronic, or facsimile copies and the authenticity of the originals of such documents. In making our examination of executed documents or documents which may be executed, we have assumed that the parties thereto, other than the Company, had or will have the power, corporate or other, to enter into and perform all obligations thereunder and have also assumed the due authorization by all requisite action, corporate or other, and execution and delivery by such parties, of such documents and that such documents constitute or will constitute valid and binding obligations of the parties thereto.

In connection with our opinions expressed below, we have assumed that, at or prior to the time of the issuance of any such Shares, the authorization to issue the Shares pursuant to the Plans will not have been modified or rescinded by the Board of Directors of the Company and there will not have occurred any change in law affecting the validity or enforceability of such issuance of Shares. We have also assumed that neither the issuance of the Shares, nor the compliance by the Company with the terms of the Plans, will violate any applicable federal, provincial or state law or will result in a violation of any provision of any instrument or agreement then binding upon the Company or any restriction imposed by any court or governmental body having jurisdiction over the Company.

This opinion is limited to the laws of Canada. We do not express any opinion on any laws other than the laws of Canada.

Based upon and subject to the foregoing, as of the date hereof, we are of the opinion that (i) the Option Shares will, at the time of their issuance upon the due and proper exercise of options granted under the Stock Option Plan in accordance with the terms of the Stock Option Plan, be validly issued and outstanding as fully paid and non-assessable common shares of the Company, and (ii) the Unit Shares will, at the time of their issuance upon the settlement of duly and properly vested restricted share units granted under the Share Unit Plan in accordance with the terms of the Share Unit Plan, be validly issued and outstanding as fully paid and non-assessable common shares of the Company.

We consent to the use of this opinion as an exhibit to the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under the Act or the rules and regulations promulgated thereunder.

This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes of the facts stated or assumed herein or any subsequent changes in the laws of Canada.

This opinion is provided solely for the benefit of the addressee of this opinion in connection with the filing of the Registration Statement. This opinion may not be relied upon by anyone else or used for any other purpose without our prior written consent.

Yours truly,

/s/ McCarthy Tétrault LLP

Consent of Independent Auditor

We consent to the incorporation by reference in this Registration Statement on Form S-8 of (i) our report dated March 20, 2018, with respect to the consolidated financial statements of IMV Inc. as at and for the years ended December 31, 2017 and 2016 which appears in Exhibit 99.83, to the Registration Statement on Form 40-F for the registration of the common shares of IMV Inc., without par value (the "**Form 40-F**"), and (ii) our report dated March 30, 2017, with respect to the consolidated financial statements of IMV Inc. as at and for the years ended December 31, 2016 and 2015 which appears in Exhibit 99.10, included in the Form 40-F.

/s/ PricewaterhouseCoopers LLP

Chartered Professional Accountants, Licensed Public Accountants

Halifax, Nova Scotia, Canada

June 1, 2018
