

SETTLEMENT AGREEMENT

Plaintiff Greenwood Hudson Portfolio LLC purporting to act derivatively on behalf of CytoDyn, Inc. (“Plaintiff”), Defendants Nader Z. Pourhassan, Anthony D. Caracciolo, Denis R. Burger, Carl C. Dockery, Gregory A. Gould, Dr. A. Bruce Montgomery, and Jordan G. Naydenov (the “Individual Defendants”), and Nominal Defendant CytoDyn Inc. (“CytoDyn” or “the Company” and, collectively with Plaintiff and the Individual Defendants, the “Parties”) hereby enter into this Settlement Agreement to fully, finally, and forever resolve, discharge, and settle the Action (as hereinafter defined) and any and all Released Claims (as hereinafter defined) against the Released Persons (as hereinafter defined) upon the terms and conditions set forth herein, subject to the approval of the Court of Chancery of the State of Delaware, pursuant to Court of Chancery Rule 23.1.

RECITALS

WHEREAS, CytoDyn is a Delaware corporation that develops for potential commercialization humanized monoclonal antibodies for the treatment and prevention of Human Immunodeficiency Virus (HIV) infection, including PRO 140, the first self-administered antibody therapy for HIV in late-stage clinical trials;

WHEREAS, in 2012, CytoDyn’s stockholders approved an Equity Incentive Plan (the “Incentive Plan”) that contemplates awarding options to purchase stock to Company officers and employees. The Incentive Plan vests the Compensation

Committee of the Company’s Board of Directors (the “Compensation Committee”) with the authority to “administer the [Incentive] Plan in its sole discretion,” provided, however, that it does “not grant options to purchase more than 1,000,000 shares to a single individual during any calendar year”;

WHEREAS, in calendar year 2015, the Compensation Committee took the following actions with respect to defendant Pourhassan, the Company’s Chief Executive Officer:

- (i) It granted Pourhassan 200,000 five-year stock options on June 30;
- (ii) It granted Pourhassan 650,000 ten-year stock options on November 23;
and
- (iii) It approved a Company-wide policy to award only ten-year options on December 21, resulting in the retroactive extension of all previously awarded five-year options (the “Stock Option Extension”). The Stock Option Extension applied only to extended stock options that were not “in the money” as of December 21, 2015.

The Stock Option Extension applied to 754,545 of Pourhassan’s previously awarded options. As required by the Securities Exchange Act of 1934, as amended, CytoDyn reported this change as a disposal of Pourhassan’s five-year options and an acquisition of a corresponding amount of ten-year options;

WHEREAS, on August 11, 2016, Plaintiff Kenneth J. Van Ness (“Van Ness”) filed a Verified Shareholder Derivative Complaint for Breach of Fiduciary Duty and Unjust Enrichment in an action styled *Van Ness v. Pourhassan, et al.*, Case No. 16-2-01535-6, in the Superior Court of Washington for the County of Clark (the “Action”). In the Action, Van Ness alleged that the Individual Defendants, in their capacity as members of the Compensation Committee, the Board of Directors of the Company (the “Board”), or both, breached their fiduciary duties by awarding, or allowing the Compensation Committee to award, 1,604,545 options to Pourhassan in a single calendar year (the “Subject Stock Options”), in violation of the Incentive Plan. Plaintiff asserted counts for breach of fiduciary duty, waste of corporate assets, and unjust enrichment. He demanded relief in the form of damages, injunctive relief, and disgorgement;

WHEREAS, after Van Ness initiated the Action, counsel for the Individual Defendants and the Company (together, the “Defendants”) informed Van Ness’s Counsel (as defined herein) that the Company’s Certificate of Incorporation includes a forum selection clause that requires Plaintiff to assert his claims in the Court of Chancery for the State of Delaware.

WHEREAS, in October 2016, Van Ness’s Counsel agreed to voluntarily dismiss the Action and file a new action in the Court of Chancery for the State of Delaware;

WHEREAS, at the same time that Van Ness agreed to voluntarily dismiss the Action, the Parties and their counsel entered into discussions regarding a potential settlement of Van Ness's claims. During the course of negotiating a settlement, Van Ness and Van Ness's Counsel conducted confirmatory discovery regarding purportedly problematic gifting of Company stock to family members and purported insider trading. In November 2017, the Parties ultimately agreed to a settlement in principle, subject to documentation in a definitive settlement agreement;

WHEREAS, on May 15, 2018, Van Ness passed away. Van Ness is survived by his widow, Maija Van Ness. Plaintiff's counsel has represented that Maija Van Ness has been aware of developments in these proceedings and wishes to finalize this Settlement Agreement. Plaintiff's counsel further represents that Van Ness's shares of Cytodyn have been continuously owned at all relevant times in an account under the name Greenwood Hudson Portfolio LLC, and that Maija Van Ness is a part owner of Greenwood Hudson Portfolio LLC and is authorized to finalize this Settlement Agreement.

WHEREAS, Plaintiff and Plaintiff's Counsel believe that the Company exceeded the Incentive Plan's annual one-million-share cap when it reported Pourhassan's disposal and subsequent acquisition of 754,545 options in connection with the Stock Option Extension, after awarding Pourhassan 850,000 options earlier in the year. Although Plaintiff and Plaintiff's Counsel believe that the claims

asserted in the Action have merit, after considering the facts and law underlying the Action and the costs and uncertainties of continued litigation, they have determined that it is in the best interests of the Company and its stockholders that: (i) the Action be fully and finally settled; (ii) the Action be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement; and (iii) that these terms and conditions are fair, reasonable, and adequate;

WHEREAS, the Defendants and their counsel believe that the Stock Option Extension was not a “grant” of stock options, but instead a change to “restrictions” on existing options, which the Incentive Plan gave the Compensation Committee “sole discretion” to amend or waive. Although the Individual Defendants have denied and continue to deny the allegations of wrongdoing, liability, violations of any laws, or the existence of any damages arising from the Action, after considering the facts and law underlying the Action and costs and uncertainties of litigation, they have determined that it is desirable that the Action be fully and finally settled in the manner and upon the terms and conditions set forth in this Settlement Agreement, and that these terms and conditions are fair, reasonable, and adequate;

WHEREAS, although the Parties have reached an agreement in principle to settle the Plaintiff’s claims, Van Ness still has not dismissed the Action and re-filed his claims in Delaware;

NOW, THEREFORE, IT IS HEREBY AGREED by and among the Parties, subject to the approval of the Court of Chancery of the State of Delaware pursuant to Court of Chancery Rule 23.1, that, pursuant to the procedure set forth in Section III of this Settlement Agreement, the Action and the Claims (as hereinafter defined) released pursuant to Section II.D of this Settlement Agreement shall be fully and finally compromised, settled, and released, and the Delaware Action (as defined herein) shall be dismissed on the merits, with prejudice, upon and subject to the terms and conditions of this Settlement Agreement, as follows:

I. DEFINITIONS

A. In addition to the terms defined above, the following terms, as used in this Settlement Agreement, shall have the meanings specified below:

1. “Claims” means: (i) any and all causes of action, claims, damages, and awards; (ii) equitable, legal, and administrative relief; and/or (iii) interest, demands, or rights. “Claims” includes, without limitation, claims for contribution, subrogation, rescission, restitution, attorneys’ fees, costs and/or expenses (except as set forth in this Settlement Agreement), unjust enrichment, and all damages of any kind, including those in excess of actual damages, whether past or present, known or unknown, foreseen or unforeseeable, suspected or unsuspected, certain or contingent, and whether based on federal, state, or local law, statute, ordinance, regulation, contract, common law, or any other source.

2. “Court” means the Court of Chancery of the State of Delaware.

3. “Current Stockholders” means all Persons who are record or beneficial owners of CytoDyn common stock as of the date the Court approves the form and manner of Notice contemplated in this Settlement Agreement, excluding the Individual Defendants, the officers and directors of CytoDyn, members of their immediate families, and their legal representatives, heirs, successors, or assigns, and any entity in which the Individual Defendants have or had a controlling interest.

4. “Effective Date” means the date that the Judgment becomes Final.

5. “Final” means: (i) if no appeal from the Judgment is taken, the date on which the time for taking such an appeal expires; or (ii) if any appeal is taken, the date on which all appeals, including petitions for rehearing or reargument, petitions for writ of review, and petitions for *certiorari* or any other form of review, have been finally disposed of (whether through expiration of time to file, denial of any request for review, by affirmance on the merits, or otherwise) in a manner that does not result in any material alteration of the Judgment. Notwithstanding the foregoing, the Court’s ruling or failure to rule on any application for attorneys’ fees, costs, expenses, and/or an incentive award by Plaintiff or Plaintiff’s Counsel shall not preclude the Judgment from becoming Final.

6. “Judgment” means the Order and Final Judgment entered by the Court approving the Settlement Agreement and dismissing the Action with prejudice, substantially in the form annexed hereto as Exhibit C.

7. “Notice” means the Notice of Pendency and Settlement of Action, substantially in the form attached as Exhibit B.

8. “Person” means a natural person, individual, corporation, partnership, limited partnership, limited liability partnership, limited liability company, association, joint venture, joint stock company, estate, legal representative, trust, unincorporated association, government, or any political subdivision or agency thereof, any business or legal entity, and any spouse, heir, legatee, executor, administrator, predecessor, successor, representative, or assign of any of the foregoing.

9. “Plaintiff’s Counsel” means Safirstein Metcalf, LLP and/or Newman Ferrara LLP.

10. “Releases” means the releases set forth in Section II.D.

11. “Released Claims” means any and all Claims that have been, could have been, or in the future might be asserted by Plaintiff or any other CytoDyn stockholder, or any other Person acting or purporting to act on behalf of the Company, in the Action against the Released Persons, arising out of or relating to (i) allegations that the Defendants or any Released Persons issued options to purchase

stock in excess of the cap established by the Incentive Plan; (ii) allegations that the Defendants or any Released Persons failed to properly track gifting of Company stock by any Company officer or his family members; (iii) allegations that Pourhassan traded in Company stock using material non-public information or that the Defendants or any Released Persons did not enforce the Company's insider trading policy; or (iv) the facts, transactions, events, occurrences, acts, disclosures, statements, or omissions that were alleged in the Action. Notwithstanding the foregoing, Released Claims shall not mean and does not include the Reserved Claims (as hereinafter defined).

12. "Released Persons" means the Individual Defendants, their family members, and their predecessors, successors, subsidiaries, affiliates, agents, attorneys, insurers, and each of their past or present officers, directors, and employees. "Released Persons" also includes CytoDyn and all of its current and former officers, directors, employees, and their family members who are or could have been named in the Action or any related action.

13. "Releasing Persons" means Plaintiff (both individually and derivatively on behalf of CytoDyn), any other current or former CytoDyn stockholder acting or purporting to act on behalf of CytoDyn, and CytoDyn. "Releasing Person" means, individually, any of the Releasing Persons.

14. “Reserved Claims” means: (i) any Claims by the Parties to enforce the terms of this Settlement Agreement; and (ii) Claims based upon conduct occurring after the date this Settlement Agreement is executed, including but not limited to Claims for breaches of fiduciary duty relating to the Compensation Committee’s granting of additional stock options to officers of the Company.

15. “Scheduling Order” means an order scheduling a hearing on this Settlement Agreement and approving the form of Notice and method of giving notice, substantially in the form annexed hereto as Exhibit A.

16. “Settlement Hearing” means a hearing required by Rule 23.1 of the Rules of the Court of Chancery of the State of Delaware, at or after which the Court will make a decision regarding whether to approve the Settlement as fair, reasonable, and adequate, and in the best interests of the Company and its stockholders.

B. Capitalized terms used in this Settlement Agreement but not defined above shall have the meanings ascribed to them in this Settlement Agreement.

II. TERMS OF SETTLEMENT

A. Dismissal and Re-Filing of Action

1. Within five (5) days of entering into the Settlement Agreement, Maija Van Ness, on behalf of Van Ness, shall file in Washington Superior Court for the County of Clark an unopposed motion, substantially in the form annexed hereto

as Exhibit E, voluntarily dismissing the Action without prejudice pursuant to Washington Superior Court Civil Rule 23.1, advising the Court of the death of her husband, Kenneth Van Ness, and advising the Court that the action can no longer be maintained in Washington as “it appears that the plaintiff [Kenneth Van Ness] does not fairly and adequately represent the interests of the shareholders or members similarly situated in enforcing the right of the corporation or association.” The Motion will also inform the Court that the parties have agreed to a new filing, in the Delaware Court of Chancery that will allege substantially the same allegations as alleged in the Washington Superior Court action and that the parties in the Delaware action have agreed to settle the matter.

2. After dismissing the Action from Washington Superior Court, Plaintiff shall immediately re-file the Action in the Court of Chancery of the State of Delaware so that the Settlement may be reviewed by that Court in accordance with Rule 23.1 of the Rules of the Court of Chancery of the State of Delaware and Company stockholders may exercise their right to object (the “Delaware Action”). The allegations and Claims asserted in the Delaware Action shall be substantially the same as the allegations and Claims asserted in Washington. In addition, the introduction of the complaint filed in the Court of Chancery shall include the following statement:

Greenwood Hudson Portfolio LLC , acting through named plaintiff Van Ness initially filed the allegations and claims asserted herein in the Washington Superior Court for the County of Clark. The parties have agreed to settle those claims, but in light of the forum selection clause in Article X of the Company's Certificate of Incorporation, they agree that the proposed settlement should be presented to the Delaware Court of Chancery for review and approval. Plaintiff's widow, Maija Van Ness, therefore has dismissed the Washington action without prejudice. and re-filed those claims herein in the name of Plaintiff.

Plaintiff shall attach this Settlement Agreement and its related Exhibits to his complaint.

3. The terms of this Section II.A shall be binding on the Parties immediately upon entry into the Settlement Agreement, regardless of the Court's decision whether to approve the Settlement Agreement, approve the Settlement, or enter a Final Judgment in the Delaware Action.

B. Rescission of Stock Options

4. Within thirty (30) business days of the Effective Date, the Compensation Committee shall rescind, and Pourhassan shall return, all but 1,000,000 of the Subject Stock Options. For avoidance of doubt, the preceding sentence means that Pourhassan shall return 604,545 of his options whose terms were changed pursuant to the Stock Option Extension.

5. The Compensation Committee shall retain the right to make Pourhassan whole by issuing options in a later year. For avoidance of doubt, any

such issued options shall be included in the annual cap imposed by the Incentive Plan for such later year.

C. Corporate Governance Provisions

6. The Company confirms that its current corporate governance policies, as approved by the Board in August 2016 and posted on the Company's website, are in full compliance with the requirements of the Securities and Exchange Commission and the Nasdaq Stock Market.

7. Beginning on the Effective Date, before entering any future consulting arrangement to which it is a party, the Company shall negotiate in good faith for the inclusion of a provision in a governing consulting agreement that addresses insider trading, substantially in the form annexed hereto as Exhibit D (the "Insider Trading Provision"). For the avoidance of doubt, the Company may enter into a consulting agreement that lacks the Insider Trading Provision, or that includes the Insider Trading Provision in modified form, if the Company first negotiates in good faith for its inclusion in such agreement.

8. Beginning on the Effective Date, before any gifts of stock are transferred by any Company officer or his family member, the Company's Audit Committee shall be required to approve of the gift, in writing. For the avoidance of doubt, and without limitation, documenting approval by the Audit Committee (1) in

the minutes of the Audit Committee or (2) in a unanimous written consent shall constitute approval in writing under this provision.

D. Releases

9. Upon the Effective Date, the Releasing Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice the Released Claims against the Released Persons.

10. Upon the Effective Date, the Released Persons shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled, released, discharged, extinguished, and dismissed with prejudice all Claims arising out of, relating to, or in connection with the institution, prosecution, assertion, settlement, or resolution of the Action against Plaintiff and Plaintiff's Counsel; provided, however, that such release shall not affect any claims to enforce the terms of this Settlement Agreement.

11. The Parties expressly acknowledge, and all Current Stockholders shall be deemed to acknowledge: (i) that he, she, they, or it may hereafter discover facts in addition to those that he, she, they, or it now knows or believes to be true with respect to the Action and the Released Claims; and (ii) that he, she, they, or it may have sustained damages, losses, fees, costs, and/or expenses that are presently unknown and unsuspected, and that such damages, losses, fees, costs, and/or

expenses as the Parties and any Current Stockholder may have sustained might give rise to additional damages, losses, fees, costs, and/or expenses in the future. Nevertheless, the Parties expressly acknowledge, and the Current Stockholders shall be deemed to acknowledge, that this Settlement Agreement has been negotiated and agreed upon in light of such possible unknown facts and such possible damages, losses, fees, costs, and/or expenses, and each expressly waives, or shall be deemed to have waived, any and all rights to assert the Released Claims. For avoidance of doubt, upon the Effective Date, the Parties, the Current Stockholders, the Releasing Persons, and the Released Persons shall be deemed by operation of law to have waived, relinquished, and released, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code (or any similar, comparable or equivalent provision of any law of any state or territory of the United States, federal law, or principle of common law), which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

12. Notwithstanding the foregoing Section II.D, in the event that any person or entity receiving a release under Section II.D of this Settlement Agreement proceeds, with respect to a Released Claim, adversely to any person or entity providing a release under said Section II.D, such release shall, solely with respect to

such person or entity providing a release under Section II.D and against whom the initial proceeding is brought, be null and void and of no further force or effect.

E. Dismissal of the Action

13. Upon the Effective Date, the Action shall be dismissed in its entirety and with prejudice, consistent with the procedure set forth in Section III below, with Plaintiff/Van Ness's estate, the Individual Defendants, and the Company each to bear their own fees, costs, and expenses, except as provided: (i) in this Settlement Agreement; or (ii) with respect to the Individual Defendants and the Company, by separate agreement or other obligation pertaining either to the advancement of fees, costs, and/or expenses, or indemnification.

III. SETTLEMENT NOTICE AND APPROVAL PROCEDURE

A. The Parties Schedule the Settlement Hearing with the Court.

14. In addition to affixing this Settlement Agreement and its annexed Exhibits to the complaint filed in the Court of Chancery, within ten (10) days of Plaintiff's filing of such complaint, counsel for the Parties shall submit to the Court: (i) this Settlement Agreement and all Exhibits affixed hereto; and (ii) a proposed Scheduling Order, substantially in the form annexed hereto as Exhibit A, that requests the Court's approval of the proposed form and manner of Notice, the Court's consideration of the proposed Settlement, the Court's consideration of

Plaintiff's application for expenses, including attorneys' fees, if any, and a date for the Settlement Hearing.

B. The Company Provides Notice of the Settlement.

15. Notice of the proposed Settlement shall be provided to Current Stockholders as follows:

a. Within ten (10) days of entry of the Scheduling Order, and at least forty-five (45) days before the Settlement Hearing, the Company shall cause the Notice to be sent via first-class U.S Mail to Current Stockholders who are record holders at the addresses currently set forth in the Company's stock records. In addition, the Company shall use reasonable efforts to give notice to Current Stockholders who are beneficial owners by (i) directing all Current Stockholders who are record holders on behalf of beneficial owners to forward the Notice promptly to the beneficial owners of those securities; and (ii) providing, at the Company's expense, additional copies of the Notice to any record holder requesting the Notice for purpose of distribution to any beneficial owners who are entitled to Notice.

b. Within ten (10) days of entry of the Scheduling Order, and at least forty-five (45) days before the Settlement Hearing, the Company shall post copies of the Notice and Settlement Agreement on its website.

c. Within ten (10) days of entry of the Scheduling Order, and at least forty-five (45) days before the Settlement Hearing, Plaintiff's Counsel shall post copies of the Notice and Settlement Agreement on their websites.

16. At or before the Settlement Hearing, the Company, or an agent acting on its behalf, shall file an appropriate affidavit verifying that it caused dissemination of the Notice in compliance with the terms of this Section III.B. At or before the Settlement Hearing, Plaintiff's Counsel also shall serve on counsel in the Action and file with the Court an appropriate affidavit with respect to the posting of the Notice and Settlement Agreement.

17. The Parties believe that the content and manner of notice provided for in this Settlement Agreement and in the Notice constitutes adequate and reasonable notice to the Current Stockholders pursuant to applicable law and due process.

18. The Company shall pay the costs of distributing and displaying the Notice.

C. Plaintiff Stays the Delaware Action.

19. Pending the Court's determination as to final approval of the Settlement, Plaintiff agrees to stay the Delaware Action and not to initiate any other proceedings other than those incident to the Settlement itself.

D. The Parties Request Final Judgment.

20. If the Court approves this Settlement Agreement, the Parties shall promptly request that the Court enter the proposed Judgment, substantially in the form annexed hereto as Exhibit C.

IV. ATTORNEYS' FEES AND PLAINTIFF'S INCENTIVE AWARD

A. The Parties have not discussed the payment of expenses, including attorneys' fees, if any, to Plaintiff or Plaintiff's Counsel. The Parties also have not discussed the awarding of an incentive award to Plaintiff.

B. Plaintiff may apply for an award of expenses, including attorneys' fees. The amount of attorneys' fees awarded by the Court, if any, shall be paid by the Company. Plaintiff may apply for an incentive award.

C. The Company and its counsel may, but shall not be required to, contest any application for an award of attorneys' fees and/or an incentive award. In the event that the Company or its counsel contests an application for an award of attorneys' fees and/or an incentive award, this Settlement Agreement nevertheless shall remain in force, including, without limitation, the obligations imposed in Section II.D.

D. This Settlement Agreement, the entry of Judgment, and whether the Judgment can become Final are not conditioned upon the approval of an award of attorneys' fees, costs, and/or expenses, or an incentive award to Plaintiff either at all

or in any particular amount, by the Court. In the event that attorneys' fees are not awarded by the Court, or awarded in a manner that is unsatisfactory to any of the Parties, this Settlement Agreement nevertheless shall remain in force, including, without limitation, the obligations imposed in Section II.D.

E. If the Court does not approve the Settlement, then the Company shall not be obligated to pay any expenses, including attorneys' fees and/or an incentive award, to Plaintiff or Plaintiff's Counsel.

V. TERMINATION

A. In the event that: (i) the Court does not approve the Settlement; (ii) the Court does not enter a Judgment approving the proposed Settlement, providing for the dismissal with prejudice of the Delaware Action, and approving the grant of the release of the Released Claims; or (iii) the Judgment does not become Final, this Settlement Agreement shall be terminated and shall become null and void and of no force and effect, unless otherwise agreed to in writing by the Parties.

B. In the event of termination under Section V.A, this Settlement Agreement shall not be admissible for any purpose in any proceeding in any court or tribunal. In the event of such termination, all proceedings will revert to their status as of Plaintiff's filing of the complaint in the Court of Chancery, and no materials created by or received from another Party that were used in, obtained during, or related to settlement discussions shall be admissible for any purpose in any court or

tribunal or used, absent consent from the disclosing Party, in any other capacity. Nothing in this Section V shall limit the rights of the Parties to appropriate discovery.

VI. NO ADMISSION OF LIABILITY

It is expressly understood and agreed that neither this Settlement Agreement nor any act or omission in connection therewith, is intended or shall be deemed or argued to be evidence or to constitute an admission by: (a)(i) the Individual Defendants, or any of them; or (ii) the Company, as to the validity of any claims, defenses, other issues raised, or which might be or might have been raised, in the Action or in any other action, or to be evidence of or constitute an admission of any wrongdoing or liability by any of them, and each of them expressly denies any such wrongdoing or liability; or (b) Plaintiff of the infirmity of any Claim or the validity of any defense.

VII. MISCELLANEOUS PROVISIONS

A. The exhibits to this Settlement Agreement (the “Exhibits”) are material and integral parts hereof and are fully incorporated herein by reference. They include:

1. Exhibit A: [Proposed] Scheduling Order for Notice and Settlement Hearing;
2. Exhibit B: Notice of Pendency of Settlement of Action;
3. Exhibit C: [Proposed] Order and Final Judgment;
4. Exhibit D: Insider Trading Provision; and

5. Exhibit E: Van Ness's Motion for Voluntary Dismissal Pursuant to Civil Rule 41(a)(1)(B), to be filed in Washington Superior Court.

B. The Parties agree that in the event of any breach of this Settlement Agreement, all of the Parties' rights and remedies at law, equity, or otherwise, are expressly reserved.

C. This Settlement Agreement shall not bar the Company or the Individual Defendants from (i) seeking recovery of attorneys' fees, costs, and/or expenses advanced or paid to a Released Person if that Released Person is ultimately determined not to have met the applicable standards for advancement of attorneys' fees, costs, and/or expenses or for indemnification under relevant law; (ii) asserting any Claims by, or rights of, any person for indemnification or advancement pursuant to Section 145 of the Delaware General Corporation Law, the Company's bylaws and/or Certificate of Incorporation, and/or separate agreement; or (iii) asserting any claims to enforce rights under any contract or policy of insurance.

D. The Settlement Agreement may be executed in one or more counterparts, each of which shall constitute one and the same instrument. Facsimile or PDF signatures shall constitute valid evidence of execution. The Settlement Agreement shall be deemed to be executed as of the date that all counsel for the Parties have executed a counterpart, even though no single counterpart is executed by all counsel for the Parties.

E. This Settlement Agreement and the Exhibits attached hereto constitute the entire agreement among the Parties and no representations, warranties, or inducements have been made to any Party concerning the Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in such documents.

F. Each Party acknowledges that he, she, they, or it have been advised by counsel in connection with this Settlement Agreement;

G. In the event that any dispute arises among or between the Parties regarding the interpretation of this Settlement Agreement, or any provision thereof, the Parties acknowledge and agree that all of the Parties shall be deemed collectively to be the drafting party and any rule of construction pursuant to which ambiguities are to be construed against the drafting party shall not be applicable.

H. Waiver by any Party of any breach of this Settlement Agreement by any other Party shall not be deemed a waiver of any other prior or subsequent breach of this Settlement Agreement, and failure by any Party to assert any claim for breach of this Settlement Agreement shall not be deemed to be a waiver as to that or any other breach and will not preclude any Party from seeking to remedy a breach and enforce the terms of this Settlement Agreement.

I. Each counsel or other person executing the Settlement Agreement on behalf of any Party hereto warrants that he or she has the full authority to do so.

J. The Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

K. This Settlement Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to conflict of laws principles. Any action relating to this Settlement Agreement will be filed exclusively with the Court. Each Party: (i) consents to personal jurisdiction in any such action (but no other action) brought in the Court; (ii) consents to service of process by registered mail upon such Party and/or such Party's agent; (iii) waives any objection to venue in the Court and any claim that Delaware or the Court is an inconvenient forum; and (iv) waives any right to demand a jury trial as to any such action.

L. This Settlement Agreement shall not be construed or deemed to be evidence of, or an admission or concession on the part of any Party with respect to the validity or infirmity of any claim of, any fault or liability or wrongdoing or damage whatsoever, or of any and all defenses asserted in the Action, the Delaware Action, or any related derivative action involving or in any way relating to the Company's stock option practices or related issues.

M. In addition to the actions specifically provided for in this Settlement Agreement, the Parties will use their best efforts from the date hereof to take, or cause to be taken, all actions, and to do, or cause to be done, all things, reasonably necessary, proper, or advisable under applicable laws, regulations, or agreements, to

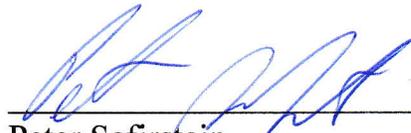
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consummate and make effective this Settlement Agreement. The Parties and their attorneys agree to cooperate fully with one another in seeking the Court's approval of this Settlement Agreement and to use their best efforts to effect the consummation of this Settlement Agreement. Nothing herein shall be construed as requiring the Company to agree to any substantive modification to this Settlement Agreement. Without further order of the Court, the Parties may agree to reasonable extensions of time not expressly set by the Court in order to carry out any of the provisions of this Settlement Agreement.

N. Each signatory to this Settlement Agreement represents and warrants that he or she has authority from his or her client(s) to enter into this Settlement Agreement.

O. Each Party hereto represents and warrants that he, she, or it is the legal owner of all rights and claims attributable to him, her, or it that are the subject matter of this Settlement Agreement and that there has been no assignment, hypothecation, or transfer by operation of law or otherwise of any such rights and claims.

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned



Peter Safirstein
Elizabeth Metcalf
SAFIRSTEIN METCALF, LLP
The Empire State Building
350 Fifth Ave., 59th Floor
New York, NY 10118
(212) 201-2855

Garrett B. Moritz
Roger S. Stronach
ROSS ARONSTAM & MORITZ
LLP
100 S. West Street, Suite 400
Wilmington, DE 19801
(302) 576-1600

Attorneys for Defendants Nader Z. Pourhassan, Anthony D. Caracciolo, Denis R. Burger, Carl C. Dockery, Gregory A. Gould, A. Bruce Montgomery, and Jordan G. Naydenov and Nominal Defendant CytoDyn Inc.

Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
(212) 619-5400

Attorneys for Plaintiff and Kenneth J. Van Ness

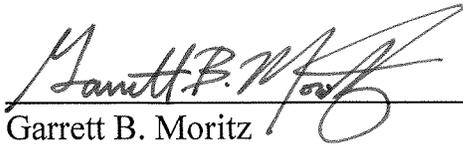
Timothy S. DeJong
STOLL STOLL BERNE LOKTING &
SHLACHTER P.C.
209 SW Oak Street, Suite 500
Portland, Oregon 97204
(503) 227-1600

Attorneys for Kenneth J. Van Ness

Dated: October 16, 2018

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned

Peter Safirstein
Elizabeth Metcalf
SAFIRSTEIN METCALF, LLP
The Empire State Building
350 Fifth Ave., 59th Floor
New York, NY 10118
(212) 201-2855



Garrett B. Moritz
Roger S. Stronach
ROSS ARONSTAM & MORITZ
LLP
100 S. West Street, Suite 400
Wilmington, DE 19801
(302) 576-1600

Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
(212) 619-5400

Attorneys for Defendants Nader Z. Pourhassan, Anthony D. Caracciolo, Denis R. Burger, Carl C. Dockery, Gregory A. Gould, A. Bruce Montgomery, and Jordan G. Naydenov and Nominal Defendant CytoDyn Inc.

Attorneys for Plaintiff and Kenneth J. Van Ness

Timothy S. DeJong
STOLL STOLL BERNE LOKTING &
SHLACHTER P.C.
209 SW Oak Street, Suite 500
Portland, Oregon 97204
(503) 227-1600

Attorneys for Kenneth J. Van Ness

Dated: October 16, 2018

IN WITNESS WHEREOF, IT IS HEREBY AGREED by the undersigned

Peter Safirstein
Elizabeth Metcalf
SAFIRSTEIN METCALF, LLP
The Empire State Building
350 Fifth Ave., 59th Floor
New York, NY 10118
(212) 201-2855



Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
(212) 619-5400

*Attorneys for Plaintiff and Kenneth J.
Van Ness*

Timothy S. DeJong
STOLL STOLL BERNE LOKTING &
SHLACHTER P.C.
209 SW Oak Street, Suite 500
Portland, Oregon 97204
(503) 227-1600

Attorneys for Kenneth J. Van Ness

Dated: October ¹⁶ 2018

Garrett B. Moritz
Roger S. Stronach
ROSS ARONSTAM & MORITZ
LLP
100 S. West Street, Suite 400
Wilmington, DE 19801
(302) 576-1600

*Attorneys for Defendants Nader Z.
Pourhassan, Anthony D. Caracciolo,
Denis R. Burger, Carl C. Dockery,
Gregory A. Gould, A. Bruce
Montgomery, and Jordan G.
Naydenov and Nominal Defendant
CytoDyn Inc.*

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New York, NY 10118
(212) 201-2855

Garrett B. Moritz
Roger S. Stronach
ROSS ARONSTAM & MORITZ
LLP
100 S. West Street, Suite 400
Wilmington, DE 19801
(302) 576-1600

Attorneys for Defendants Nader Z. Pourhassan, Anthony D. Caracciolo, Denis R. Burger, Carl C. Dockery, Gregory A. Gould, A. Bruce Montgomery, and Jordan G. Naydenov and Nominal Defendant CytoDyn Inc.

Roger A. Sachar Jr.
NEWMAN FERRARA LLP
1250 Broadway, 27th Floor
New York, NY 10001
(212) 619-5400

Attorneys for Plaintiff and Kenneth J. Van Ness



Timothy S. DeJong
STOLL STOLL BERNE LOKTING &
SHLACHTER P.C.
209 SW Oak Street, Suite 500
Portland, Oregon 97204
(503) 227-1600

Attorneys for Kenneth J. Van Ness

Dated: October 1, 2018