UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

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

Date of report (Date of earliest event reported): **July 26, 2019**

CHIMERIX, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-35867**	**33-0903395**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

2505 Meridian Parkway, Suite 100, Durham, NC 27713
(Address of principal executive offices) (Zip Code)

+1 (919) 806-1074
(Registrant's telephone number, including area code)

N/A
(Former Name or Former Address, if Changed Since Last Report)

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

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

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common Stock, par value $0.001 per share	CMRX	The Nasdaq Global Market

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

☐ Emerging growth company

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

ITEM 1.01 Entry into a Material Definitive Agreement.

License and Development Agreement with Cantex Pharmaceuticals, Inc.

On July 26, 2019, we entered into a License and Development Agreement with Cantex Pharmaceuticals, Inc. pursuant to which we acquired exclusive worldwide rights to develop and commercialize, for any and all uses, a heparin derivative known as CX-01 (or ODSH), which is currently being studied for the treatment of acute myeloid leukemia and other serious diseases. Under the terms of the license agreement, we will be responsible for, and bear the future costs of, worldwide development and commercialization of CX-01.

In connection with the transaction, Cantex assigned us all of its rights under its CX-01 supply agreements, including its exclusive, long-term, bulk API agreement with Scientific Protein Laboratories LLC.

In consideration for the license rights, on or before August 2, 2019, we will make an upfront cash payment of $30.0 million to Cantex. The license agreement obligates us to pay Cantex regulatory milestone payments of up to $202.5 million upon receipt of product approvals in the United States, the European Union and Japan, and sales milestone payments of up to $385 million upon achievement of specified net sales levels. We also agreed to pay Cantex tiered royalties based on percentages of net sales beginning at 10% and not to exceed the high-teens.

Issuance of Common Stock

As additional consideration for our rights under the license agreement, on July 26, 2019, we issued to Cantex 10,000,000 shares of our common stock.

Investor's Rights Agreement

On July 26, 2019, we entered into an Investor's Rights Agreement with Cantex pursuant to which we agreed to file a registration statement with the U.S. Securities and Exchange Commission, upon demand by Cantex, to register the shares of common stock issued to Cantex pursuant to the license agreement. Cantex also agreed not to transfer these shares for one year, subject to limited exceptions, and a one-year standstill agreement.

The foregoing summary of the Investor's Rights Agreement is qualified in its entirety by the full text of the Investor's Rights Agreement, a copy of which is attached hereto as Exhibit 4.1 and incorporated herein by reference.

Supply Agreement with Scientific Protein Laboratories LLC

On July 26, 2019, we were assigned Cantex's rights under a Supply Agreement with Scientific Protein Laboratories LLC ("SPL") pursuant to which SPL will exclusively produce CX-01 for our company through October 2030. We have agreed that SPL will be our exclusive provider of CX-01 during the term of the agreement.

ITEM 2.01 Completion of Acquisition or Disposition of Assets.

The information contained above in Item 1.01 is hereby incorporated by reference into this Item 2.01.

ITEM 3.02 Unregistered Sales of Equity Securities.

The information contained above in Item 1.01 related to the common stock is hereby incorporated by reference into this Item 3.02.

Our issuance of the shares of common stock is exempt from registration under the Securities Act of 1933, pursuant to Section 4(a)(2) of the Securities Act of 1933 and Regulation D thereunder. Cantex has represented to us that it is an "accredited investor" as defined in Rule 501 promulgated under the Securities Act of 1933 and that the shares of common stock are being acquired for investment purposes and not with a view to or for resale in connection with any distribution thereof.

ITEM 7.01 Regulation FD.

On July 31, 2019, we issued a press release and provided informational slides announcing the aforementioned transactions with Cantex. A copy of the press release is attached hereto as Exhibit 99.1 and a copy of the slides is attached hereto as Exhibit 99.2.

The information contained in this Item 7.01 shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934 or incorporated by reference into any filing under the Securities Exchange Act of 1934 or the Securities Act of 1933, except as shall be expressly set forth by specific reference in such filing.

ITEM 9.01 Financial Statements and Exhibits.

(d) Exhibits

EXHIBIT INDEX

Exhibit No.	Description
4.1	Investor's Rights Agreement between Chimerix, Inc. and Cantex Pharmaceuticals, Inc., dated July 26, 2019
99.1	Press Release issued on July 31, 2019
99.2	Slides dated July 31, 2019

SIGNATURES

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

CHIMERIX, INC.

Date: July 31, 2019

By: /s/ *Michael Alrutz*
Michael Alrutz
Senior Vice President, General Counsel
& Corporate Secretary

EXHIBIT 4.1

INVESTOR'S RIGHTS AGREEMENT

THIS INVESTOR'S RIGHTS AGREEMENT (this "Agreement"), is made as of July 26, 2019, by and between **CHIMERIX, INC.**, a Delaware corporation (the "Company"), and **CANTEX PHARMACEUTICALS, INC.**, a Delaware corporation ("Investor").

RECITALS

WHEREAS, the Company and the Investor are parties to that certain License and Development Agreement of even date herewith (the "License Agreement") pursuant to which the Company is issuing the Investor 10,000,000 shares of Common Stock (the "Shares"); and

WHEREAS, in order to induce the other party to enter into the License Agreement, each party hereby agrees that this Agreement shall govern the rights of the Investor to cause the Company to register the Shares, and shall govern certain other matters as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises, covenants and conditions contained in this Agreement, the parties hereby agree as follows

1. Definitions. For purposes of this Agreement:

1.1 "Affiliate" means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

1.2 "Board of Directors" means the board of directors of the Company.

1.3 "Common Stock" means shares of the Company's common stock, par value $0.001 per share.

1.4 "Damages" means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.5 "DGCL" means the Delaware General Corporation Law, as amended or superseded from time to time

1.6 "Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.7 "Excluded Registration" means (i) a registration relating to the sale or grant of securities to employees of the Company or a subsidiary pursuant to a stock option, stock purchase, equity incentive or similar plan; (ii) a registration relating to an SEC Rule 145 transaction; (iii) a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the Registrable Securities; or (iv) a registration in which the only Common Stock being registered is Common Stock issuable upon conversion of debt securities that are also being registered.

1.8 "Form S-1" means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.9 "Form S-3" means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.10 "Person" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.11 "Registrable Securities" means (i) the Shares and (ii) any Common Stock issued as (or issuable upon the conversion or exercise of any warrant, right, or other security that is issued as) a dividend or other distribution with respect to, or in exchange for or in replacement of, the Shares; excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Subsection 5.1, and excluding for purposes of Section 2 any shares for which registration rights have terminated pursuant to Subsection 2.12 of this Agreement.

1.12 "Registrable Securities then outstanding" means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.13 "Restricted Securities" means the securities of the Company required to be notated with the legend set forth in Subsection 2.11(b) hereof.

1.14 "SEC" means the Securities and Exchange Commission.

1.15 "SEC Rule 144" means Rule 144 promulgated by the SEC under the Securities Act.

1.16 "SEC Rule 145" means Rule 145 promulgated by the SEC under the Securities Act.

1.17 "Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.18 "Selling Expenses" means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for the Investor, except for the fees and disbursements of the Investor Counsel borne and paid by the Company as provided in Subsection 2.6.

2. Registration Rights. The Company covenants and agrees as follows:

2.1 Demand Registration.

(a) Form S-1 Demand. If at any time after the one year anniversary of the date of this Agreement, the Company receives a request from the Investor that the Company file a Form S-1 registration statement with respect to at least 30% of the Registrable Securities then outstanding (or a lesser percent if the anticipated aggregate offering price, net of Selling Expenses, would exceed $20 million), then the Company shall, as soon as practicable, and in any event within 60 days after the date such request is given by the Investor, file a Form S-1 registration statement under the Securities Act covering all Registrable Securities that the Investor requested to be registered, subject to the limitations of Subsections 2.1(c) and 2.3.

(b) Form S-3 Demand. If at any time when it is eligible to use a Form S-3 registration statement, the Company receives a request from the Investor that the Company file a Form S-3 registration statement with respect to outstanding Registrable Securities of the Investor having an anticipated aggregate offering price, net of Selling Expenses, of at least $10 million, then the Company shall, as soon as practicable, and in any event within 45 days after the date such request is given by the Investor, file a Form S-3 registration statement under the Securities Act covering all Registrable Securities requested to be included in such registration by the Investor, subject to the limitations of Subsections 2.1(c) and 2.3.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Investor a certificate signed by the Company's chief executive officer stating that in the good faith judgment of the Board of Directors it would be materially detrimental to the Company and its stockholders for such registration statement to either be filed, become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, and it is therefore necessary to defer the filing or effectiveness of such registration statement, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing or effectiveness thereof shall be tolled correspondingly, for a period of not more than 90 days after the request of the Investor is given; provided, however, that the Company may not invoke this right more than twice in any 12 month period.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a)(i) during the period that is 60 days before the Company's good faith estimate of the date of filing of, and ending on a date that is 180 days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected one registration pursuant to Subsection 2.1(a); or (iii) if the Investor proposes to dispose of shares of Registrable Securities that could be registered on Form S-3 pursuant to a request made pursuant to Subsection 2.1(b) (for the avoidance of doubt, if the Registrable Securities could be registered or requested to be registered on Form S-3 pursuant to Subsection 2.1(b) but due to the limitations of the following sentence are not registered under Subsection 2.1(b), the Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(a)). The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Subsection 2.1(b) (i) during the period that is 30 days before the Company's good faith estimate of the date of filing of, and ending on a date that is 90 days after the effective date of, a Company-initiated registration, provided that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; or (ii) if the Company has effected one registration pursuant to Subsection 2.1(b) within the 18 month period immediately preceding the date of such request. A registration shall not be counted as "effected" for purposes of this Subsection 2.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Investor withdraws its request for such registration, elects not to pay the registration expenses therefor, and forfeits its right to one demand registration statement pursuant to Subsection 2.6, in which case such withdrawn registration statement shall be counted as "effected" for purposes of this Subsection 2.1(d); provided, that if such withdrawal is during a period the Company has deferred taking action pursuant to Subsection 2.1(c), then the Investor may withdraw its request for registration and such registration will not be counted as "effected" for purposes of this Subsection 2.1(d).

2.2 Company Registration. If all of the Investor's Registrable Securities have not yet been registered and Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders other than the Investor) any of its Common Stock under the Securities Act in connection with the public offering of such securities solely for cash (other than in an Excluded Registration), the Company shall, at such time, promptly give the Investor notice of such registration. Upon the request of the Investor given within seven days after such notice is given by the Company, the Company shall, subject to the provisions of Subsection 2.3, cause to be registered all of the Registrable Securities that the Investor has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Subsection 2.2 before the effective date of such registration, whether or not the Investor has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Subsection 2.6.

2.3 Underwriting Requirements.

(a) If, pursuant to Subsection 2.1, the Investor intends to distribute the Registrable Securities covered by its request by means of an underwriting, it shall so advise the Company as a part of its request made pursuant to Subsection 2.1. The underwriter(s) will be selected by the Company and shall be reasonably acceptable to the Investor. The Investor shall (together with the Company as provided in Subsection 2.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Subsection 2.2, the Company shall not be required to include any of the Investor's Registrable Securities in such underwriting unless the Investor accepts the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering.

(c) For purposes of Subsection 2.1, a registration shall not be counted as "effected" if, as a result of an exercise of the underwriter's cutback provisions in Subsection 2.3(b), fewer than 50%) of the total number of Registrable Securities that the Investor has requested to be included in such registration statement are actually included.

2.4 Obligations of the Company. Whenever required under this Section 2 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to become effective and, upon the request of the Iinvestor, keep such registration statement effective for a period of up to 120 days or, if earlier, until the distribution contemplated in the registration statement has been completed; provided, however, that (i) such 120 day period shall be extended for a period of time equal to the period the Investor refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, such 120 day period shall be extended for up to 360 days, if necessary, to keep the registration statement effective until all such Registrable Securities are sold;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the Investror such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Investor may reasonably request in order to facilitate its disposition of the Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such jurisdictions as shall be reasonably requested by the Investor; provided that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the Investor, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the Investor, all financial and other records, pertinent corporate documents, and properties of the Company, and cause the Company's officers, directors, employees, and independent accountants to supply all information reasonably requested by any the Investor, underwriter, attorney, accountant, or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith (all such parties shall enter into a customary confidentiality agreement with the Company prior to receiving any such records, documents or information or inspecting any properties of the Company);

(i) notify the Investor, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify the Investor of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

2.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 2 with respect to the Registrable Securities that the Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of the Investor's Registrable Securities.

2.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings, or qualifications pursuant to Section 2, including all registration, filing, and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed $10,000, of one counsel for the Investor ("Investor Counsel"), shall be borne and paid by the Company; provided, however, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Subsection 2.1 if the registration request is subsequently withdrawn at the request of the Investor to be registered (in which case the Investor shall bear such expenses), unless the Investor agrees to forfeit its right to one registration pursuant to Subsections 2.1(a) or 2.1(b), as the case may be; provided further that if, at the time of such withdrawal, the Investor shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Investor at the time of its request and has withdrawn the request with reasonable promptness after learning of such information then the Investor shall not be required to pay any of such expenses and shall not forfeit its right to one registration pursuant to Subsections 2.1(a) or 2.1(b).

2.7 Delay of Registration. The Investor shall have no right to obtain or seek an injunction restraining or otherwise delay any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 2.

2.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 2:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each the Investor, and the partners, members, officers, directors, and stockholders of each the Investor; legal counsel and accountants for the Investor; any underwriter (as defined in the Securities Act) for the Investor; and each Person, if any, who controls the Investor or such underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to the Investor, underwriter, controlling Person, or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any the Investor, underwriter, controlling Person, or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, the Investor will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other stockholder selling securities in such registration statement, and any controlling Person of any such underwriter or other stockholder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of the Investor expressly for use in connection with such registration; and the Investor will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; provided, however, that the indemnity agreement contained in this Subsection 2.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Investor, which consent shall not be unreasonably withheld; and provided further that in no event shall the aggregate amounts payable by the Investor by way of indemnity or contribution under Subsections 2.8(b) and 2.8(d) exceed the proceeds from the offering received by the Investor (net of any Selling Expenses paid by the Investor), except in the case of fraud or willful misconduct by the Investor.

(c) Promptly after receipt by an indemnified party under this Subsection 2.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Subsection 2.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; provided, however, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Subsection 2.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Subsection 2.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Subsection 2.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Subsection 2.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Subsection 2.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities, or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions, or other actions that resulted in such loss, claim, damage, liability, or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; provided, however, that, in any such case (x) the Investor will not be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by the Investor pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; and provided further that in no event shall the Investor's liability pursuant to this Subsection 2.8(d), when combined with the amounts paid or payable by the Investor pursuant to Subsection 2.8(b), exceed the proceeds from the offering received by the Investor (net of any Selling Expenses paid by the Investor), except in the case of willful misconduct or fraud by the Investor.

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and the Investor under this Subsection 2.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 2, and otherwise shall survive the termination of this Agreement.

2.9 Reports Under Exchange Act. With a view to making available to the Investor the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the one year anniversary of the date of this Agreement;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to the Investor, so long as the Investor owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144, the Securities Act, and the Exchange Act, or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 and (ii) such other information as may be reasonably requested in availing the Investor of any rule or regulation of the SEC that permits the selling of any such securities without registration or pursuant to Form S-3.

2.10 "Market Stand-off" Agreement. The Investor hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed 90 days), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Investor or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Subsection 2.10 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement and shall be applicable to the Investor only if all officers and directors are subject to the same restrictions. The underwriters in connection with such registration are intended third-party beneficiaries of this Subsection 2.10 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. The Investor further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Subsection 2.10 or that are necessary to give further effect thereto.

2.11 Restrictions on Transfer.

(a) The Shares shall not be sold, pledged, assigned, donated, transferred or otherwise disposed of, and the Company shall not recognize and shall issue stop-transfer instructions to its transfer agent with respect to any such sale, pledge, assignment, donation, transfer or disposition, except upon the conditions specified in this Agreement, which conditions are intended to ensure compliance with the provisions of the Securities Act. The Investor will cause any proposed purchaser, pledgee, or transferee of the Shares to agree to take and hold such securities subject to the provisions and upon the conditions specified in this Agreement.

(b) Each certificate, instrument, or book entry representing (i) the Shares and (ii) any other securities issued in respect of the securities referenced in clause (i) upon any stock split, stock dividend, recapitalization, merger, consolidation, or similar event, shall (unless otherwise permitted by the provisions of Subsection 2.11(c)) be notated with a legend substantially in the following form:

THE SECURITIES REPRESENTED HEREBY HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. SUCH SHARES MAY NOT BE SOLD, PLEDGED, OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR A VALID EXEMPTION FROM THE REGISTRATION AND PROSPECTUS DELIVERY REQUIREMENTS OF SAID ACT.

THE SECURITIES REPRESENTED HEREBY MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF AN AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

The Investor consents to the Company making a notation in its records and giving instructions to any transfer agent of the Restricted Securities in order to implement the restrictions on transfer set forth in this Subsection 2.11.

(c) The holder of such Restricted Securities, by acceptance of ownership thereof, agrees to comply in all respects with the provisions of this Section 2. Before any proposed sale, pledge, or transfer of any Restricted Securities, unless there is in effect a registration statement under the Securities Act covering the proposed transaction, the Investor thereof shall give notice to the Company of the Investor's intention to effect such sale, pledge, or transfer. Each such notice shall describe the manner and circumstances of the proposed sale, pledge, or transfer in sufficient detail and, if reasonably requested by the Company, shall be accompanied at the Investor's expense by either (i) a written opinion of legal counsel who shall, and whose legal opinion shall, be reasonably satisfactory to the Company, addressed to the Company, to the effect that the proposed transaction may be effected without registration under the Securities Act; (ii) a "no action" letter from the SEC to the effect that the proposed sale, pledge, or transfer of such Restricted Securities without registration will not result in a recommendation by the staff of the SEC that action be taken with respect thereto; or (iii) any other evidence reasonably satisfactory to counsel to the Company to the effect that the proposed sale, pledge, or transfer of the Restricted Securities may be effected without registration under the Securities Act, whereupon the Investor shall be entitled to sell, pledge, or transfer such Restricted Securities in accordance with the terms of the notice given by the Investor to the Company. Each certificate, instrument, or book entry representing the Restricted Securities transferred as above provided shall be notated with, except if such transfer is made pursuant to SEC Rule 144, the appropriate restrictive legend set forth in Subsection 2.11(b), except that such certificate instrument, or book entry shall not be notated with such restrictive legend if, in the opinion of counsel for the Investor and the Company, such legend is not required in order to establish compliance with any provisions of the Securities Act.

(d) In no event may the Investor make any sale, pledge, transfer, assignment, donation or other disposition of the Shares or Registrable Securities on or before the one year anniversary of this Agreement, except pursuant to a any bona fide third party tender offer, merger, consolidation or other similar transaction made to all holders of the Company's capital stock involving a change of control of the Company which is approved by the Board of Directors (including, without limitation, the entering into any lock-up, voting or similar agreement pursuant to which the undersigned may agree to transfer, sell, tender or otherwise dispose of common stock or other such securities in connection with such transaction, or vote any common stock or other such securities in favor of any such transaction); provided, however, that in the event such tender offer, merger, consolidation or other such transaction is not completed, the Shares and Registrable Securities shall remain subject to the terms of this Subsection 2.11.

2.12 Termination of Registration Rights. The right of the Investor to request registration or inclusion of Registrable Securities in any registration pursuant to Subsection 2.1 shall terminate upon the earliest to occur of:

(a) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of the Shares without limitation during a three-month period without registration; or

(b) August 1, 2022.

The right of the Investor to request registration or inclusion of Registrable Securities in any registration pursuant to Subsection 2.2 shall terminate upon the earliest to occur of:

(a) such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of the Shares without limitation during a three-month period without registration; or

(b) August 1, 2024.

3. Confidentiality. The Investor agrees that it will keep confidential and will not disclose, divulge, or use for any purpose (other than to monitor its investment in the Company) any confidential information obtained from the Company (including notice of the Company's intention to file a registration statement) pursuant to the terms of Article 12 of the License Agreement *mutatis mutandis*.

4. Standstill Agreement.

(a) Except as specifically permitted or required by this Agreement, the Investor will not, directly or indirectly, without the prior approval of the Board of Directors:

(i) acquire (or offer, propose or agree to acquire) any shares of Common Stock by any means whatsoever;

(ii) engage, or become a participant, in any "solicitation" of "proxies" (as such terms are defined in Regulation 14A under the Exchange Act) or consents to vote any shares of Common Stock;

(iii) grant a proxy or otherwise transfer the right to vote any shares of Common Stock, other than to the Company's designee(s) pursuant to a proxy solicitation conducted by or on behalf of the Board of Directors;

(iv) act or seek to control or influence the management, the Board of Directors or policies of the Company (by seeking to call a stockholders meeting, proposing or nominating any Person for election to the Board of Directors, submitting a proposal for action at a stockholders meeting or by consent of the stockholders in lieu of a meeting, proposing a merger, statutory share exchange or other business combination or extraordinary corporate transaction, or otherwise);

(v) publicly disclose any intention, plan or arrangement inconsistent with the foregoing; or

(vi) advise, assist or encourage any other Persons in connection with any of the foregoing or to do any of the foregoing.

(b) The obligations of the Investor under Section 4(a) shall terminate in the event (i) any bona fide third party tender or exchange offer is publicly announced and commenced by any Person other than the Investor or an Affiliate of the Investor for at least 50% of the outstanding shares of Common Stock that is conditioned upon the offeror receiving tenders for at least 50% of the outstanding shares of Common Stock, or (ii) the Company enters into any agreement to merge or enter into a statutory share exchange with any Person other than the Investor or an Affiliate of the Investor following the closing of which the Common Stock would cease to be registered under the Exchange Act. All of the provisions of Section 4(a) shall be reinstated and shall apply in full force according to their terms in the event that: (A) if the provisions of Section 4(a) shall have terminated as the result of clause (i), and such tender or exchange offer (as originally made or as amended or modified) shall have terminated without acquisition by the offeror of at least 50% of the outstanding shares of Common Stock; or (B) if the provisions of Section 4(a) shall have terminated as a result of clause (ii), such merger or share exchange agreement shall have been terminated prior to its closing. Upon reinstatement of the provisions of Section 4(a), the provisions of this Section 4(b) shall continue to govern in the event that any of the events described in this Section 4(b) shall subsequently occur.

(c) Except as otherwise provided in Section 4(b), the covenants in this Section 4 shall remain in effect until the one year anniversary of this Agreement.

5. Miscellaneous.

5.1 Successors and Assigns. The rights under this Agreement may not be assigned by the Investor. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

5.2 Governing Law. This Agreement and all disputes arising out of or related to this Agreement or any breach hereof are governed by and construed under the laws of the State of Delaware, without giving effect to any choice of law principles that would require the application of the laws of a different state.

5.3 Counterparts. This Agreement may be executed in one or more counterparts, each of which is an original, but all of which together constitute one and the same instrument. Each party may execute this Agreement by facsimile transmission or by PDF. In addition, facsimile or PDF signatures of authorized signatories of any party will be deemed to be original signatures and will be valid and binding, and delivery of a facsimile or PDF signature by any party will constitute due execution and delivery of this Agreement.

5.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

5.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall conform with the requirements of Section 15.3 of the License Agreement.

(b) Consent to Electronic Notice. The Investor consents to the delivery of any stockholder notice pursuant to the DGCL, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address or the facsimile number as on the books of the Company. The Investor agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

5.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the Investor; provided that the Company may in its sole discretion waive compliance with Subsection 2.11(c); and provided further that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

5.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

5.8 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

5.9 Dispute Resolution. The dispute resolution provision contained in Sections 14.1 and 14.2 of the License Agreement shall apply to this Agreement *mutatis mutandis.*

5.10 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[*Remainder of this page intentionally left blank***]**

In Witness Whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first written above.

CANTEX PHARMACEUTICALS, INC.

By: /s/ Stephen Marcus
Name: Stephen Marcus
Title: *CEO*

CHIMERIX, INC.

By: /s/ Michael Sherman
Michael Sherman
Chief Executive Officer

CHIMERIX

Chimerix Announces Exclusive Worldwide License of Phase 3 Ready CX-01 for Development in Acute Myeloid Leukemia

Transformational Transaction Provides Key Program in First-Line Acute Myeloid Leukemia with Fast Track and Orphan Drug Designations and Potential Utility as a Platform Technology

Phase II Randomized Data Presented at ASCO 2019 Demonstrated Compelling Complete Response Rates, Event-Free Survival, and Overall Survival in Combination with Standard Chemo Compared to Standard Chemo Alone

Company Plans to Initiate Phase 3 Registrational Trial in mid-2020

Conference Call at 8:30 a.m. ET Today

DURHAM, N.C., July 31, 2019 -- Chimerix (NASDAQ: CMRX), today announced the completion of an exclusive worldwide license of CX-01 from Cantex Pharmaceuticals, Inc. Chimerix intends to move quickly into Phase 3 development of CX-01 for the treatment of Acute Myeloid Leukemia (AML) in the first-line setting. CX-01 has received Fast Track and Orphan Drug Designations from the U.S. Food and Drug Administration for the treatment of AML.

“We are pleased to have made such rapid progress in repositioning the company and transforming our pipeline with this important cancer therapy. We are excited to advance this promising product candidate in AML as it has shown compelling activity across multiple endpoints in first-line patients as opposed to later lines of therapy where most of the recent advances in this disease area have occurred. With more than 21,000 new cases of AML diagnosed annually in the U.S. alone and a five-year survival rate of less than 30%, the patient need is clear. CX-01’s mechanism of action, targeting multiple proteins involved in protecting and supporting the growth of cancer cells, provides opportunities for potential development across a range of hematologic malignancies,” stated Mike Sherman, Chief Executive Officer of Chimerix. “This transaction exemplifies our commitment to pursuing and accelerating programs where we can quickly address unmet patient needs with a meaningful clinical benefit.”

“While several new agents have been recently approved for AML, a backbone of cytotoxic chemotherapy continues to be necessary for treatment with curative intent. If our results are confirmed, combining CX-01 with chemotherapy has the potential to have a significant impact on the outcomes of patients suffering from one of the most challenging hematologic malignancies,” said Paul Shami, MD, clinical investigator at Huntsman Cancer Institute and Professor of Medicine at the University of Utah.

CX-01 is a new chemical entity derived from unfractionated heparin with very low anticoagulant activity. CX-01 targets key protein pathways important for AML blast cell migration to the bone marrow and retention of these cells in the marrow where they are protected from chemotherapy. CX-01 also binds with proteins involved in chemotherapy resistance and the delay in platelet recovery after chemotherapy. Together, these activities are understood to sensitize AML blasts to chemotherapy and improve clinical responses. These mechanisms of action support the potential for development in myelodysplastic syndrome, multiple myeloma, and lymphomas.

In a recently completed Phase II study, 75 patients over 60 years of age with newly diagnosed AML were randomized 1:1:1 to one of two doses of CX-01 (0.125 mg/kg/hr or 0.250 mg/kg/hr) plus standard 7+3 chemotherapy (7 days of cytarabine, 3 days of anthracycline) or to the control arm of standard 7+3 chemotherapy alone. Data presented at the 2019 ASCO conference indicated an advantage across multiple endpoints for patients treated with 0.25 mg/kg/hr CX-01. In the evaluable patient population, results of the 0.25 mg/kg/hr CX-01 arm compared favorably to the control arm: complete response rate (complete response or complete response without complete hematologic recovery) of 89% vs. 58% (p=0.03), median event-free survival of 23.4 months vs. 9.0 months (p=0.011), and median overall survival which had not yet been reached in the CX-01 arm vs. 11.2 months (p=0.042). These data were consistent with a single arm pilot study of first line therapy in patients with AML (n=12), including a complete response rate of 92%.

CX-01 was well tolerated with adverse events similar across all treatment arms. The most common serious adverse event was febrile neutropenia with three cases in each CX-01 treatment group and one case in the control group.

Stephen Marcus, M.D., CEO of Cantex, stated, “We are very pleased to be partnering with Chimerix and their world-class scientists. We believe that Chimerix management’s track record in developing novel cancer therapeutics makes Chimerix the perfect partner to aggressively advance the development of CX-01 for the treatment of AML and other hematologic malignancies.”

Transaction Terms

Under the terms of the agreement, Chimerix has exclusive worldwide rights to develop and commercialize CX-01. Chimerix will make an upfront payment of $30 million to Cantex. In addition, Chimerix has issued 10 million shares of Chimerix common stock to Cantex. Cantex is eligible for regulatory and commercial milestones of up to $587.5 million, and tiered royalties starting at 10%.

Conference Call

Chimerix management will host a conference call today at 8:30AM ET. To participate, please dial:

US and Canada:	(877) 354-4056
International:	(678) 809-1043
Conference ID:	9558159

A live, listen-only webcast of the conference call may also be accessed by visiting the Investors section of the Chimerix website, www.chimerix.com.

About Chimerix

Chimerix is a development-stage biopharmaceutical company dedicated to accelerating the advancement of innovative medicines that make a meaningful impact in the lives of patients living with cancer and other serious diseases. CX-01 is a new chemical entity targeting multiple proteins involved in cancer cell resistance to chemotherapy under development for the treatment of acute myeloid leukemia and other hematologic malignancies. Brincidofovir (BCV, CMX001) is an anti-viral drug candidate in development as a medical countermeasure for smallpox. For further information, please visit the Chimerix website, www.chimerix.com.

About Cantex Pharmaceuticals, Inc.

Cantex is a clinical stage biopharmaceutical company focused on developing and commercializing proprietary compounds that enhance the efficacy and safety of the treatment of cancer and other life-threatening disorders. CX-01, is a multi-targeted new chemical entity in development for the treatment of acute myeloid leukemia and myelodysplastic syndrome. Cantex's other clinical stage product, Dicopp®, a proprietary combination of disulfiram + copper, is currently in a clinical trial for metastatic pancreatic cancer. For more information, please visit www.cantex.com.

Forward-Looking Statements

This press release includes forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties that could cause actual results to differ materially from those projected. Forward-looking statements include those relating to, among other things, the potential benefits to be derived from the license agreement with Cantex Pharmaceuticals, including statements related to the activity profile and opportunities for potential development of CX-01; Chimerix's ability to develop disease modifying and potentially curative treatments for diseases, including AML. Among the factors and risks that could cause actual results to differ materially from those indicated in the forward-looking statements are risks that the benefits of the agreement with Cantex may never be realized; risks that CX-01 may not obtain regulatory approval from the FDA or such approval may be delayed or conditioned; risks that development activities related to CX-01 may not be completed on time or at all; Chimerix's reliance on a sole source third-party manufacturer for CX-01; risks that ongoing or future clinical trials may not be successful or replicate previous clinical trial results, or may not be predictive of real-world results or of results in subsequent clinical trials; risks and uncertainties relating to competitive products and technological changes that may limit demand for CX-01; risks that CX-01 may be precluded from commercialization by the proprietary rights of third parties; and additional risks set forth in the Company's filings with the Securities and Exchange Commission. These forward-looking statements represent the Company's judgment as of the date of this release. The Company disclaims, however, any intent or obligation to update these forward-looking statements.

CONTACT:
Investor Relations:
Michelle LaSpaluto
919 972-7115
ir@chimerix.com
or
Will O'Connor
Stern Investor Relations
212-362-1200
Will@sternir.com

Exhibit 99.2

CHIMERIX EXCLUSIVE LICENSE OF CX-01 TRANSACTION SUMMARY

July 31, 2019

CHIMERIX

Forward-Looking Statements

These slides contain forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties that could cause actual results to differ materially from those projected. Forward-looking statements include those relating to, among other things, the potential benefits to be derived from the License and Development Agreement with Cantex Pharmaceuticals, including any statements related to CX-01; Chimerix's ability to develop disease modifying and potentially curative treatments for diseases, including AML. Among the factors and risks that could cause actual results to differ materially from those indicated in the forward-looking statements are risks that the benefits of the agreement with Cantex may never be realized; risks that CX-01 may not obtain regulatory approval from the FDA or such approval may be delayed or conditioned; risks that development activities related to CX-01 may not be completed on time or at all; Chimerix's reliance on a sole source third-party manufacturer for CX-01; risks that ongoing or future clinical trials may not be successful or replicate previous clinical trial results, or may not be predictive of real-world results or of results in subsequent clinical trials; risks and uncertainties relating to competitive products and technological changes that may limit demand for CX-01; risks that CX-01 may be precluded from commercialization by the proprietary rights of third parties; and additional risks set forth in the Company's filings with the Securities and Exchange Commission. These forward-looking statements represent the Company's judgment as of the date of this release. The Company disclaims, however, any intent or obligation to update these forward-looking statements.

CHIMERIX

CX-01 provides compelling opportunity for development in first-line (1L) AML[1], as well as other hematologic indications

- High unmet need in AML (5 year survival < 30%, mOS[2] < 1 year in high risk pts)
- Strong / consistent clinical data
- Multi-modal mechanism positions well vs competition
- Attractive safety profile
- Rationale for combination with standard chemotherapy and targeted agents
- Platform technology in other hematologic indications
- Fast track designation and orphan drug designation in the U.S. in AML

(1) acute myeloid leukemia (2) median overall survival

CHIMERIX

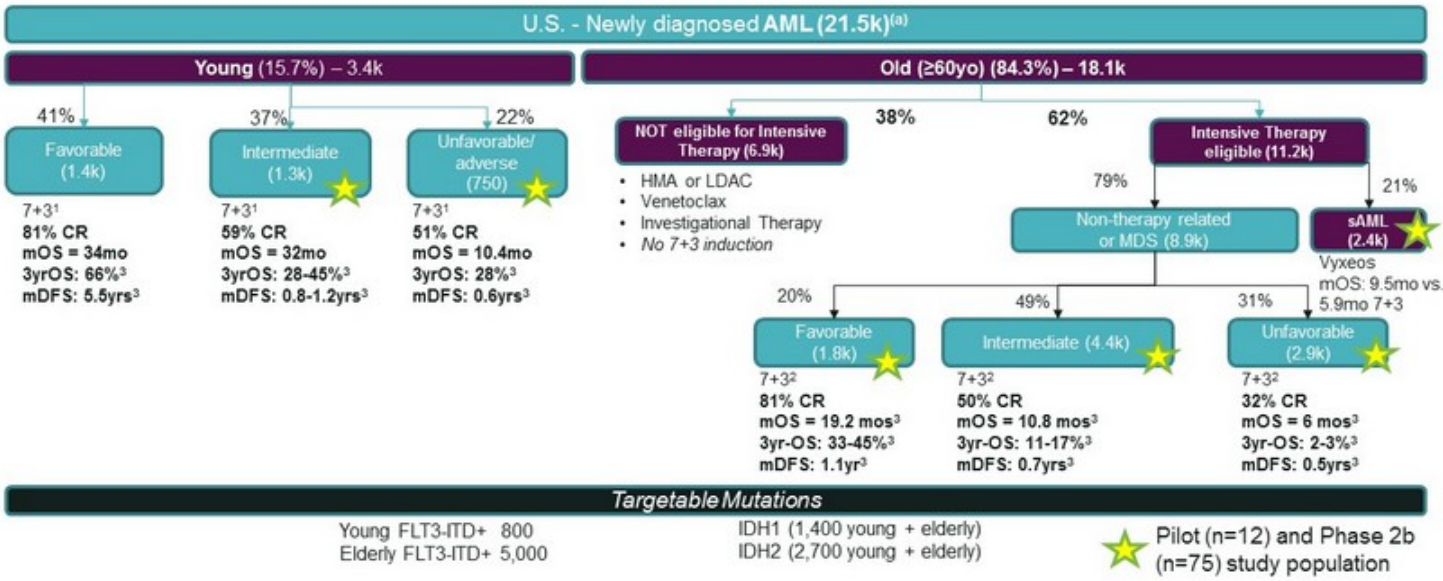
Transaction summary

- Exclusive WW license to CX-01 from Cantex Pharmaceuticals, Inc
  - Chimerix took assignment of long-term exclusive manufacturing agreement with Scientific Protein Laboratories for production of CX-01
- Chimerix has full rights to develop and commercialize CX-01 in all markets globally and will incur 100% of the development and commercial costs
- Financial Terms
  - $30 million upfront
  - No additional payments owed Cantex until first approval
  - Milestones for first approval in US, EU and Japan totaling $105 million(1)
  - Milestones for subsequent approvals in US, EU and Japan totaling $97.5 million(1)
  - Sales milestones for achievement of certain revenue amounts totaling $385 million(1)
  - Tiered royalties on net sales starting at 10% and ending in high-teens
  - Equity: 10,000,000 shares of Chimerix common stock

(1) No milestone to be paid more than once

CHIMERIX

U.S. AML treatment pathway and unmet need



(1) Fernandez et al. Anthracycline Dose Intensification in Acute Myeloid Leukemia; NEJM (2009); (2) Eisfeld AK, et al. Mutation patterns identify adult patients with de novo acute myeloid leukemia aged 60 years or older who respond favorably to standard chemotherapy: an analysis of alliance studies. *Leukemia*. 2018;32:1338-1348. (3) Mrozek Prognostic Significance of the European Leukemia Net Standardized System for Reporting Cytogenetic and Molecular Alterations in Adults With Acute Myeloid Leukemia, JCO (2012); (a) per American Cancer Society Note: 7+3: Cy(100-200mg/m2 7d) + idarubicin (12mg/m2) or + daunorubicin (60-90mg/m2) each for 3 days; Treatment Algorithm from NCCN; US Incidences and percentage forecasts for drug regimens from Global Data.

CHIMERIX

CX-01 targets multiple pathways of AML chemoresistance due to sequestration in bone marrow

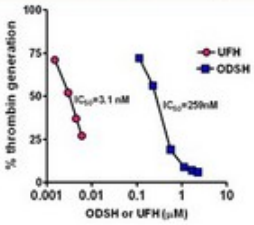
CX-01 is chemically and biologically distinct from heparin

Unfractionated Heparin (UFH)

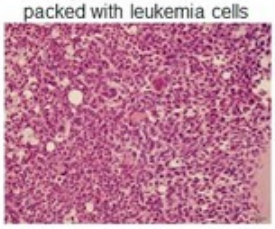
Remove 2-O and 3-O sulfates

CX-01:O-desulfated heparin (ODSH)

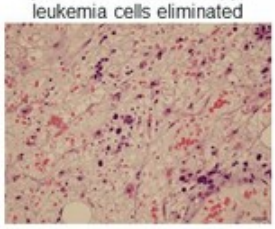
CX-01 has 80-fold less anticoagulant activity



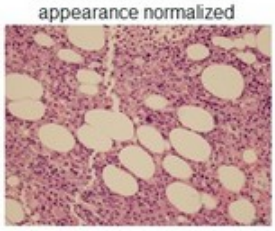
AML patient: bone marrow packed with leukemia cells



Day 14 after CX-01 treatment plus "7+3" chemotherapy; leukemia cells eliminated



Day 28 post therapy: no evidence of leukemia and marrow appearance normalized



Proteins bound by CX-01	Mechanisms promoting leukemia cell survival and delaying bone marrow recovery[1]
CXCL12	Recruits and binds CXCR4+ AML cells to bone marrow
P-Selectin	Binds AML cells to bone marrow endothelial cells
Galectin-3	Promotes survival/resistance of AML to chemotherapy
HMGB1	Inhibits leukemia cell death; enhances chemotherapy resistance
Platelet factor 4	Delays marrow recovery; inhibition by CX-01 enhances recovery

[1] Ziarek et al. 2013 J Biol Chem 288 (1):737; Wang et al. 2002 J Clin Invest 110:127; Rashidi and Uy 2015 Curr Hematol Malig Rep 10(2):126; Duckworth et al. 2015 Oncotarget 6(27): 23671; Zheng et al. 2017 Am J Respir Cell Mol Biol 56 (1):90; Rao et al. 2010 Am J Physiol Cell Physiol 299:C97; Liu et al. 2019 Biomedicine and Pharmacotherapy 112:1; Joglekar et al. 2012 Thrombosis and Haemostasis 107:1; Kovacsovics 2018 Blood Advances 2(4):381

CHIMERIX

CX-01 phase 2b study design following promising pilot

- Prior pilot AML study 11/12 CR/CRi, 8 were alive at a median follow-up of 24 months (4 patients in CR), with median disease-free survival of 14.8 months[1]
  - Median OS was not attained at the maximum follow-up time of 29.4 months
- Main Ph2b inclusion criteria: newly diagnosed AML in patients > 60 years of age
  - ECOG 0 – 2 (good performance status)
  - Adequate renal, hepatic, cardiac organ function
  - Patients with acute promyelomonocytic leukemia excluded (secondary AML allowed)
  - Patients with coagulation abnormalities or requiring anticoagulation excluded
- In Phase 2b study, patients randomized to one of three arms (1:1:1, n=75)
  - CX-01: 4 mg/kg bolus followed by 0.125 mg/kg/hr infusion plus standard 7+3 chemo
  - CX-01: 4 mg/kg bolus followed by 0.25 mg/kg/hr infusion plus standard 7+3 chemo
  - Standard chemo (cytarabine 100 mg/m^2 infusion for 7 days, anthracycline for 3 days)

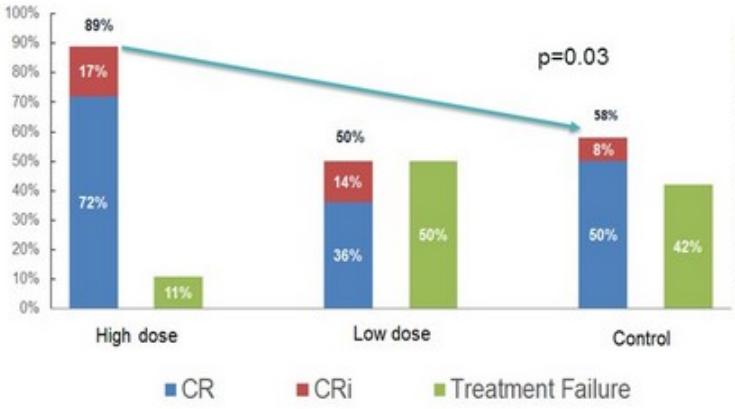
(1) Kovacsovics T et al. Blood Adv. 2018 Feb 27; 2(4):381-389.

CHIMERIX

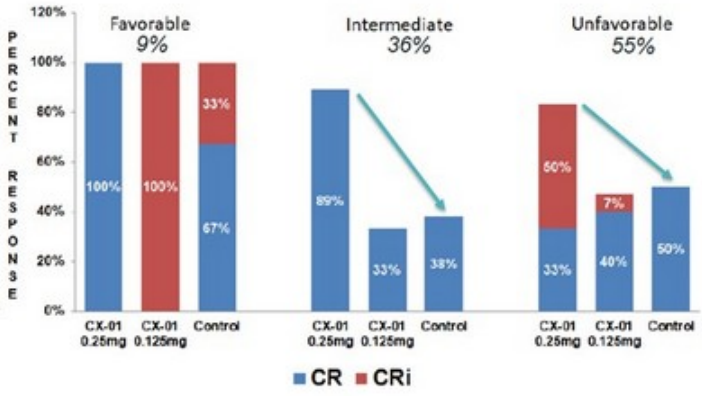
CX-01 at 0.25 mg/kg/hr replicates pilot study results

CR/CRi[1] observed in 89% in Ph2b, 11/12 (92%) patients in pilot

CR/CRi Rates for Phase 2 Trial (n=75, 65 evaluable)[2]



CR/CRi Rates for Phase 2 Trial (n=75, 65 evaluable) Grouped by Patient Prognosis at Entry[2]



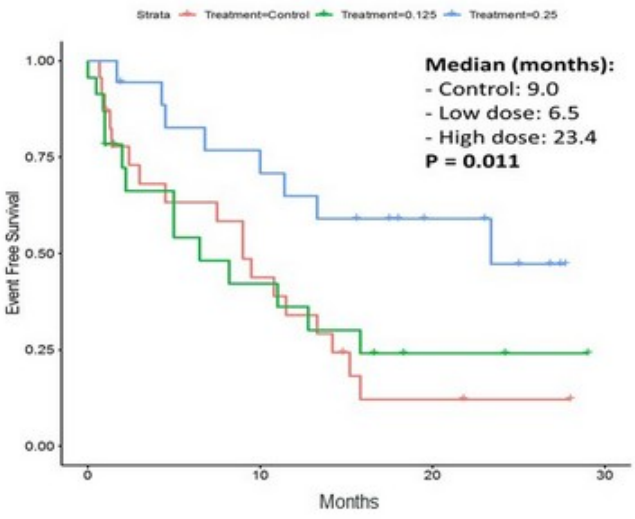
(1) CR = Complete Response; CRi = Complete Response without complete hematologic recovery
(2) Kovacsovics T et al. DOI: 10.1200/JCO.2019.37.15_suppl.7001 Journal of Clinical Oncology 37, no. 15_suppl (May 20 2019)

CHIMERIX

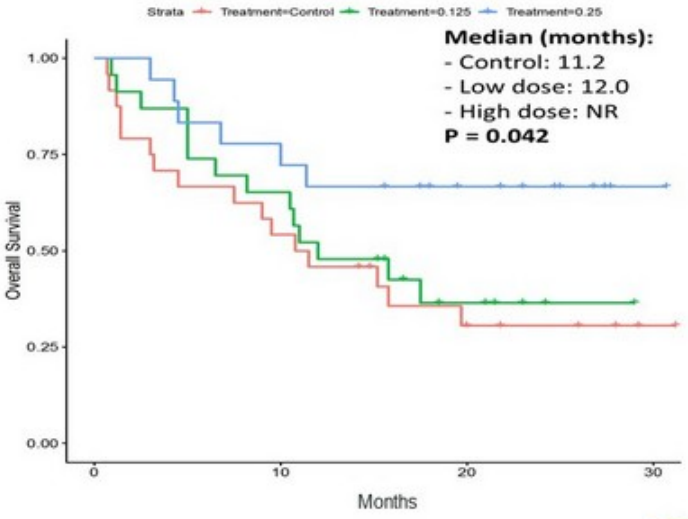
High dose CX-01 outperforms standard 7+3 chemotherapy

Low dose sub-therapeutic, likely fails to achieve threshold concentrations in bone marrow

EFS Phase 2b Trial (n=75, 65 evaluable)



OS Phase 2b Trial (n=75, 65 evaluable)



Subjects excluded from evaluable population: LTFU before efficacy determination, received midostaurin for FLT3+ (protocol violation)

CHIMERIX

CX-01 does not add major toxicity to standard 7+3 therapy

- CX-01 was generally well tolerated in newly diagnosed AML patients treated with backbone 7+3 standard chemotherapy
- Most common serious adverse event in CX-01 arms was febrile neutropenia
  - N=3 in each CX-01 arm, N=1 in control arm
- Asymptomatic, transient elevation of hepatic transaminases observed in CX-01 arms
  - Well-described and non-adverse effect of heparin therapy[1]
- aPTT remained in the normal range for most patients in CX-01 and control arms, consistent with low anticoagulant activity

(1) Harrill AH et al. Clin Pharmacol Ther. 2012 Aug; 92(2): 214–220.

CHIMERIX

Market opportunity

Significant commercial opportunity in 1L AML with backbone chemotherapy

- US: 21,000+ AML patients diagnosed in 2019[(1)], growing 1.9% annually[(2)], equating to 26,000+ newly diagnosed patients forecast by 2030
- ~ 40-50% are eligible for intensive therapy and have an intermediate or unfavorable prognosis and thus likely candidates for CX-01's profile (10,000 to 13,000 U.S. patients eligible in 2030)
- Pricing decisions will be made following an evaluation of any benefit shown in a Phase 3 pivotal study

(1) American Cancer Society (2) SEER database

Strategic priorities

- Quickly advance CX-01 in to a pivotal registration study
  - End of Phase 2 meeting with U.S. FDA
  - Phase 3 protocol finalization
- Evaluate new indications to expand and maximize CX-01 opportunities
- Complete execution of work to advance brincidofovir to NDA as a medical countermeasure for smallpox
  - Non-dilutive funding to invest in CX-01 and other potential programs

CHIMERIX