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): August 14, 2013

ADVAXIS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**00028489**	**02-0563870**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

305 College Road East **Princeton, New Jersey**	**08540**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(609) 452-9813**

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 (*see* General Instruction A.2. below):

☐ 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))

Item 5.02. Departure of Directors or Principal Officers; Election of Directors; Appointment of Principal Officers

At a meeting of the Board of Directors of Advaxis, Inc. held on August 14, 2013, Thomas A. Moore indicated his intent to resign as Chairman of the Board of Directors and President and Chief Executive Officer ("CEO") effective August 19, 2013 in line with the previously contemplated succession plan. Thomas A. Moore will continue to serve on the Board of Directors and will act as a consultant to Advaxis, Inc. pursuant to the terms of a consulting agreement dated August 19, 2013, the terms of which are described below.

In light of Mr. Moore's notification to the Board of his intent to resign as President and CEO and the Board's succession plan, the Board appointed Daniel J. O'Connor (formerly Executive Vice President), to the position of President and CEO, effective August 19, 2013. Mr. O'Connor's appointment as President and CEO is the outcome of the succession planning initiatives over the past year by Mr. Moore and the Board of Directors. The Board of Directors also fixed the number of Board members at seven and appointed Mr. O'Connor, age 48, as a Director to fill the newly created vacancy in accordance with the Advaxis, Inc. Bylaws, all effective August 19, 2013. Mr. O'Connor will hold office as a Director until the next annual meeting of stockholders of Advaxis, Inc., subject to his earlier resignation or removal. Mr. O'Connor has not currently been appointed to any standing committee of the Board of Directors. Biographical information, information regarding certain transactions between Mr. O'Connor and Advaxis, Inc. and a description of Mr. O'Connor's compensation arrangement as President and CEO is set forth below.

Dr. James Patton, Chairman of the Audit Committee, was elected to serve as Non- executive Chairman of the Board effective August 19, 2013.

In an effort to bolster Advaxis, Inc.'s corporate governance and in connection with the review and approval of Mr. Moore's consulting agreement and Mr. O'Connor's employment agreement (each of which are described below), the Nominating and Corporate Governance Committee of the Board of Directors of Advaxis, Inc. also recommended the entry into an indemnification agreement with each of the executive officers and directors of Advaxis, Inc., the form of which was approved by the Board of Directors on August 19, 2013 and is included as an exhibit hereto.

Thomas A. Moore

On August 19, 2013, Advaxis, Inc. entered into a consulting agreement with Mr. Moore, which took effect as of such date. Under the consulting agreement, Mr. Moore will assist the development of Advaxis Inc.'s veterinary program and perform the duties assigned by the CEO, the Chairman of the Board and/or Board of Directors related to strategic planning and business development, or any other matter so delegated. Mr. Moore is required to be able to commit at least 20 hours per week to his consulting duties under the agreement. The consulting agreement provides for an initial term of one year, after which it terminate unless Advaxis, Inc. notifies Mr. Moore of its intent to renew prior to the expiration of the initial term, following which it will be renewed upon such terms and conditions as they may mutually agree. If Advaxis, Inc. elects to continue beyond the initial term, either Mr. Moore or Advaxis, Inc. may terminate at any time for any reason with or without cause upon 90 days written notice.

Pursuant to the terms of the consulting agreement, Mr. Moore is entitled to: (i) annualized compensation of $350,000 (payable monthly, with the first payment due September 20, 2013), with 12% per annum interest accruing on payments not made in accordance with the agreed terms; (ii) reimbursement for any COBRA costs, (iii) a one-time $100,000 payment if Advaxis, Inc. closes a financing greater than $5,000,000 during the initial term of the agreement (which one-time payment may be increased to $429,076.59 at Advaxis, Inc.'s discretion if the financing exceeds $15,000,000), which amounts are to be in repayment of loans extended by Mr. Moore to Advaxis, Inc., (iv) be treated as non-employee Director for purposes of attendance fees under Advaxis, Inc.'s Director compensation program (but not for purposes of the annual retainer), (v) receive a one-time grant of 30,000 options under the Advaxis, Inc. 2011 Omnibus Incentive Plan (the "Plan") on or around November 1, 2013, and be considered in "Continuous Service" for purposes of his outstanding option awards under the Plan (as such term is defined in the Plan) and (v) reimbursement of reasonable documented travel expenses as contemplated by the consulting agreement.

The consulting agreement also provides that if Advaxis, Inc. closes any financing equal to or greater than $15,000,000 but does not fully satisfy its cumulative outstanding financial obligations, if any, to Mr. Moore as described above, then Advaxis, Inc. shall pay the remaining balance of any such outstanding financial obligations on the earlier of: (i) six months from the date of closing; or (ii) upon the completion of an underwritten financing (not currently contemplated).

Following Mr. Moore's termination of his engagement as a consultant as provided in the agreement, Mr. Moore is entitled to payment of any earned or accrued but unpaid compensation and, provided that Mr. Moore executes a separation agreement and general release, a one-time lump sum $350,000 disengagement payment, subject to all applicable withholdings and deductions.

The consulting agreement provides for the termination of the August 21, 2007 employment agreement between Advaxis, Inc. and Mr. Moore, and provides that upon termination of that employment agreement, Mr. Moore shall receive (i) accrued but unused vacation time, (ii) reimbursement of reasonable documented expenses incurred and (iii) accrued salary prior, all of which are payable in accordance with the schedule provided in the agreement.

Mr. Moore's consulting agreement also contains customary covenants regarding non-solicitation, non-compete, confidentiality, works for hire, non-disparagement, as well as a general release of liability of Advaxis, Inc. for claims, including any claims for a default on Mr. Moore's outstanding notes, that accrued prior to the date of execution of the consulting agreement.

The foregoing description of Mr. Moore's consulting agreement is qualified in its entirety by the terms of such agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Daniel J. O'Connor

Mr. O'Connor joined Advaxis, Inc. on January 1, 2013, as Senior Vice President, Corporate Development and Chief Legal Officer and was appointed Executive Vice President effective May 3, 2013, and as President and CEO effective August 19, 2013. Mr. O'Connor also joined the Board of Directors effective August 19, 2013. Mr. O'Connor has over 15 years of executive, legal, and regulatory experience in the biopharmaceutical industry with ImClone Systems (acquired by Eli Lilly and Company), PharmaNet (now incentive Health Clinical) and Bracco Diagnostics. Joining ImClone in 2003, Mr. O'Connor supported the clinical development, launch, and commercialization of ERBITUX(R). As ImClone's senior vice president, general counsel, and secretary, he played a key role in resolving numerous issues facing ImClone, including extensive licensing negotiations, in advance of the company being sold to Eli Lilly and Company in 2008. Prior to joining ImClone, Mr. O'Connor was PharmaNet's general counsel and was instrumental in building the company from a start-up contract research organization to an established world leader in clinical research. Mr. O'Connor was also a criminal prosecutor in New Jersey and gained leadership experience as a Captain in the U.S. Marines, serving in the Persian Gulf in 1990. Most recently, from 2009 - 2013, Mr. O'Connor was the vice president and general counsel of Bracco Diagnostics, a large private pharmaceutical and medical device company.

In connection with a May 2012 offering by Advaxis, Inc., on May 18, 2012, Advaxis, Inc. issued Mr. O'Connor a convertible promissory note in the principal amount of $66,667 for a purchase price of $50,000, which represents an original issue discount of 25%. On May 20, 2013, Mr. O'Connor converted the note in full for 21,091 shares of Advaxis, Inc. common stock. Mr. O'Connor also received a warrant to purchase that number of shares of Advaxis, Inc. common stock equal to 50% of such number of shares of Advaxis, Inc. common stock issuable upon conversion of the note, based on the original conversion price of $18.75 per share, which warrant expires May 18, 2017 and may be exercised on a cashless basis in certain circumstances. The warrant had an original exercise price of $18.75 per share but was adjusted, pursuant to its terms, on December 1, 2012 to $10.625 per share. The warrant includes a limitation on exercise that provides that at no time will Mr. O'Connor be entitled to convert any portion of the warrant to the extent that after such exercise, Mr. O'Connor (together with his affiliates) would beneficially own more than 4.99% of Advaxis, Inc.'s outstanding shares of common stock as of such date. Note, the exercise price and share amounts in this paragraph have been adjusted to reflect the 1-for-125 reverse stock split of Advaxis, Inc.'s common stock that took effect July 12, 2013.

On August 19, 2013, Advaxis, Inc. entered into an employment agreement with Mr. O'Connor, which took effect as of such date. The employment agreement provides for an initial term of three years, after which it will be automatically renewed for one year periods unless otherwise terminated by Advaxis, Inc. or Mr. O'Connor upon 90 days written notice. Pursuant to the terms of the employment agreement, Mr. O'Connor is entitled to a base salary of $295,000 per year (plus annual cost-of-living adjustments), which salary will be reviewed on an annual basis. As provided in the agreement, the Compensation Committee may elect to pay, at its discretion, a portion of this salary in restricted stock units under the Plan (prior to this appointment, Mr. O'Connor received approximately 75% of his compensation in the form of stock awards). Mr. O'Connor is also eligible to receive an annual bonus of 10-50% of his base salary, which amount, if any, will be determined by the Compensation Committee of the Board of Directors based on achievement of certain goals to be established by such committee and Mr. O'Connor at the beginning of each fiscal year. The employment agreement also contemplates payment of a one-time bonus in an amount to be determined by the Compensation Committee prior to September 30, 2013, if Advaxis, Inc. closes a financing greater than $15,000,000 during the initial three-year term of the agreement. Advaxis, Inc. may elect to pay 50% of this one-time bonus in shares of its common stock. Mr. O'Connor remains eligible to participate in Advaxis Inc.'s benefit plans and receive grants of stock options and other awards under the Plan, is entitled to 4 weeks of vacation and sick leave, as well as reimbursement of reasonable expenses incurred in fulfilling his duties under the agreement. The employment agreement grants Mr. O'Connor the right to participate in future capital raises at a 15% discount to the applicable offering price (or conversion price) of shares offered to investors during such capital raise or offering.

In the event Mr. O'Connor's employment is terminated without Just Cause, or if he voluntarily resigns with Good Reason, or if his employment is terminated due to disability (all as defined in the employment agreement), and so long as Mr. O'Connor executes a confidential separation and release agreement, in addition to the applicable base salary, plus any accrued but unused vacation time and unpaid expenses that have been earned as of the date of such termination, Mr. O'Connor is entitled to the following: 12-months of base salary and continued health and welfare benefits, full vesting of all stock options and extension of the exercise period for such stock options by two years, the issuance of all earned but unissued shares of common stock, and removal of all restrictive legends on shares that qualify for such treatment under Rule 144 of the Securities and Exchange Act of 1934 within 10 business days of the presentation of such shares to the transfer agent.

Mr. O'Connor's employment agreement also contains customary covenants regarding non-solicitation, non-compete, confidentiality and works for hire.

The foregoing description of Mr. O'Connor's employment agreement is qualified in its entirety by the terms of such agreement, which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Item 8.01. Other Information

The information contained in this Item 8.01 and in the accompanying exhibit shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

On August 20, 2013, Advaxis, Inc. announced via press release the resignation of Thomas A. Moore as Chairman and CEO, the appointment of Daniel J. O'Connor as CEO and nomination to the Board of Directors, and the appointment of current Director and Chairman of the Audit Committee, Dr. James P. Patton as Chairman of the Board of Directors. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The information contained in Exhibit 99.1 shall not be deemed filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or incorporated by reference in any filing under the Exchange Act or the Securities Act of 1933, as amended, except as shall be expressly set forth by specific reference in such filing.

Exhibit No.	Description
10.1	Consulting Agreement by and between Advaxis, Inc. and Thomas A. Moore, dated August 19, 2013.
10.2	Employment Agreement by and between Advaxis, Inc. and Daniel J. O'Connor, dated August 19, 2013.
10.3	Form of Indemnification Agreement.
99.1	Press release dated August 20, 2013.

SIGNATURES

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

ADVAXIS, INC.

By: /s/ Mark Rosenblum
Name: Mark Rosenblum
Title: Chief Financial Officer

Date: August 20, 2013

CONSULTING AGREEMENT BETWEEN THOMAS A. MOORE AND ADVAXIS, INC.

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into with an effective date of August 19, 2013 (the "Effective Date") by and between Advaxis, Inc., (the "Company"), and Thomas A. Moore ("Consultant").

WITNESSETH:

WHEREAS, the Company desires to engage Consultant pursuant to the terms of this Agreement; and

WHEREAS, Consultant desires to be so engaged pursuant to the terms of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Consulting Services.

The Company agrees to engage Consultant and Consultant agrees to be engaged by the Company pursuant to the terms of this Agreement to assist the Company's development of its veterinary program, as may be requested from time-to-time by the Company, and to perform the duties assigned to Consultant by the Company's Chief Executive Officer, the Company's Chairman of the Board, and/or its Board of Directors related to the Company's strategic planning and business development, or any other matter so delegated.

Consultant shall be able to commit a minimum of twenty (20) hours per week to his performance of consulting services for the Company, in accordance with the terms and conditions of this Agreement, during the Engagement Period, as that term is defined below.

1.1 Previous Employment Agreement.

The parties voluntarily consent to the termination, upon the Effective Date, of any prior oral or written employment agreement, including the parties' Employment Agreement Between Thomas A. Moore and Advaxis, Inc. which was executed on August 21, 2007 (the "2007 Agreement"), and agree that, upon the Effective Date, the Company shall have no future obligations to Consultant under the terms of any prior employment agreement or renewal or amendment of any employment agreement.

Upon termination of the 2007 Agreement, Consultant shall receive: (i) any accrued but unused vacation time as of the Effective Date; (ii) any reasonable expenses incurred prior to the Effective Date, upon submission of evidence, reasonably satisfactory to the Company, of the incurrence and purpose of each such expense and otherwise in accordance with the Company's business travel and expense reimbursement policy as in effect from time to time; and (iii) Consultant's accrued salary prior to his resignation, in accordance with Section 1.2 of this Agreement. The foregoing payments shall be payable in accordance with and on the dates set forth in "Schedule A" to this Agreement.

Consultant acknowledges and agrees that, except for the compensation and benefits set forth in this Agreement, he has received all compensation and benefits due to him under any prior employment agreement, including the 2007 Agreement, or renewal or amendment of employment agreement, including payment of all compensation and accrued but unused vacation earned as of the Effective Date.

1.2 Voluntary Resignation From Previous Employment.

Consultant agrees that prior to the Effective Date, he shall voluntary resign, and shall take all steps and actions necessary to cause, effectuate, and implement such resignation, from his positions as Chief Executive Officer of the Company and Chairman of the Company's Board. Consultant also agrees that following his voluntary resignation from these positions, and unless otherwise requested by the Company, Consultant shall no longer hold himself out as holding such positions for the Company.

2. Term.

The term of this Agreement shall begin on the Effective Date and shall end on the first anniversary thereof (the "Initial Term"). Upon the expiration of the Initial Term, the Agreement shall be rendered null, void, and terminated without restriction or exception (subject to the terms and conditions of Section 11.6 of this Agreement), unless the Company tenders to Consultant, at any time prior to the expiration of the Initial Term, written notice of its intent to renew the Agreement, upon such terms and conditions as the parties shall agree in writing. If the Company elects to continue the term of the Agreement for any period beyond the expiration of the Initial Term, either Consultant or the Company may thereafter terminate the Agreement at any time and for any reason, with or without cause, upon tendering to the other party, ninety (90) days prior to the anticipated termination date, written notice of its intent to the terminate the Agreement. The cumulative period during which Consultant is engaged by the Company pursuant to this Agreement shall be referred to as the "Engagement Period."

3. Compensation.

3.1 Consulting Fee.

During the Engagement Period, Consultant shall receive an annualized consulting fee of Three Hundred and Fifty Thousand Dollars ($350,000.00), payable on a monthly basis on the 20th day of the month during which the consulting fee is earned (unless the 20th day of the month falls on a Saturday, Sunday, or a holiday, in which case the payment will be made on the next business day following the 20th day of the month), except that the first payment required by this Section 3.1 of the Agreement shall be tendered on or before September 20, 2013, with interest to accrue at a rate of twelve percent (12%) per annum for any payments not made in accordance with the terms of this Section 3.1. Failure by the Company to tender to Consultant timely payment of the consulting fee prescribed by this Section 3.1 of the Agreement, either in whole or in part, shall not be deemed a material breach of this Agreement.

3.2 COBRA.

During the Engagement Period, the Company shall reimburse Consultant for any costs associated with or incurred by Consultant's participation in a group health plan authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA").

3.3 Travel.

The Company shall reimburse Consultant for reasonable travel, meeting, lodging, meal and other reasonable expenses incurred by Consultant in connection with Consultant's performance of services hereunder, upon submission of evidence, reasonably satisfactory to the Company, of the incurrence and purpose of each such expense and otherwise in accordance with the Company's business travel and expense reimbursement policy applicable to its consultants as in effect from time to time. All expenses in an amount equal to or exceeding Two Hundred Fifty Dollars ($250.00) shall require the prior written approval of a director or officer of the Company authorized to issue such approval in order to be subject to the reimbursement provisions of this Section 3.3 of the Agreement. Any such expense for which Consultant does not obtain or procure prior written approval will not be reimbursed by the Company, regardless of the reasonableness or necessity of the expense.

4. Warrants/Options.

Consultant and the Company agree and understand, and relinquish their respective rights to dispute, that Consultant shall be classified as a "non-employee Director" for purposes of the Company's practices and procedures concerning the compensation of non-employee Directors, subject to the terms and conditions of this Section 4 of the Agreement. Consultant and the Company further agree and understand that Consultant hereby waives his right to receive any compensation, including any retainer payment(s), that may be awarded by the Company to other Directors during the Engagement Period, except that Consultant shall receive attendance fees on terms and conditions substantially similar to those pursuant to which other non-employee Directors may, from time-to-time, receive attendance fees, consistent with the Company's practices and procedures concerning the compensation of non-employee Directors.

In addition to the foregoing, the committee established by the Board of Directors of the Company to administer the Company's 2011 Omnibus Incentive Plan (the "Equity Plan") shall grant to Consultant, on or around November 1, 2013, a one-time award of 30,000 nonqualified stock options under the Equity Plan, or any successor plan.

Consultant and the Company further agree and understand that any and all warrants and/or stock options that were granted or awarded to Consultant prior to the Effective Date shall continue with full force and effect in accordance with their terms and conditions, and the terms thereof shall not be accelerated, vested, or otherwise affected solely by virtue of Consultant's execution or the terms and conditions of any provision of this Agreement. To avoid ambiguity or doubt, Consultant and the Company agree and understand that warrants and/or stock options granted or awarded to Consultant prior to the Effective Date, as identified on the schedule annexed as "Schedule B" to this Agreement, shall be governed by and in accordance with the terms and conditions of the Equity Plan and the controlling grant agreement, and that Consultant shall be deemed to be in "Continuous Service," as that term is defined in the Equity Plan, through the term of the options identified in Schedule B.

5. Repayment.

Consultant shall receive a one-time payment in an amount equal to One Hundred Thousand Dollars ($100,000.00) within two business days following the first instance, subsequent to the Effective Date, in which the Company closes any financing greater than $5,000,000.00, so long as such closing occurs during the Initial Term. This payment may be increased, in the Company's sole discretion, up to an amount equal to Four Hundred Twenty-Nine Thousand Seventy-Six Dollars and Fifty-Nine Cents ($429,076.59) in the event that the closing financed exceeds $15,000,000.00.

Consultant and the Company agree and understand that any payment made by the Company pursuant to this Section 5 of the Agreement shall represent a partial repayment (or, if such payment fully satisfies all of the Company's outstanding obligations, a complete repayment) of the Company's cumulative outstanding financial obligations, if any, to Consultant pursuant to the terms and conditions of any monetary loans or loans of operating funds extended by Consultant to the Company, and of any notes or other financial instruments executed by and between Consultant and the Company, including but not limited to the Moore Notes, the October 2011 offering, and the May 2011 offering, as those terms are defined in the Company's Form S-1, and shall correspondingly reduce by the amount of the payment made pursuant to this Section 5 the remaining balance(s), if any, of such loans, notes, and instruments, as applicable.

In the event that the Company closes any financing equal to or greater than $15,000,000.00 during the Initial Term but does not fully satisfy its cumulative outstanding financial obligations, if any, to Consultant pursuant to the terms and conditions of any monetary loans or loans of operating funds extended by Consultant to the Company, and of any notes or other financial instruments executed by and between Consultant and the Company, including but not limited to the Moore Notes, the October 2011 offering, and the May 2011 offering, then the remaining balance of any such outstanding financial obligations shall be payable on the earlier of: (i) six months from the date of closing; or (ii) upon the completion of an underwritten public offering (not currently contemplated).

6. Compensation Upon Termination of the Agreement.

6.1 General.

If, during the Engagement Period, Consultant or the Company terminate this Agreement, or if the Agreement automatically terminates upon the expiration of the Initial Term, in accordance with Section 2 of the Agreement, thereby terminating Consultant's engagement by the Company, Consultant shall be entitled to receive: (i) any earned or accrued but unpaid compensation earned during the calendar year in which Consultant's engagement with the Company is terminated, in accordance with Section 3.1 of this Agreement, through the date of termination of the Agreement; and (ii) provided that, within forty (40) days following the termination of the consulting relationship, Consultant executes and does not revoke a Separation Agreement and General Release provided by the Company, and provided further that the Revocation Period (as that term is defined in the Separation Agreement and General Release) expires within the 40-day period, a disengagement payment in the amount of $350,000.00. Such disengagement payment shall be paid in one lump sum payment following the effective date of the Separation Agreement and General Release (as that term is defined in the Separation Agreement and General Release), subject to all applicable withholdings and deductions, and which payment shall be made no later than the 45th day following the termination of the consulting relationship. If, after the termination of this Agreement, the Board elects to retain Consultant as an Independent Board Member, and Consultant accepts, Consultant shall be eligible to receive the Independent Board Member compensation in effect as of that date. No other compensation shall be paid to or demanded by Consultant upon termination.

7. Restrictive Covenants.

7.1 Restrictive Covenants.

Consultant and the Company agree that the Company would suffer irreparable harm and incur substantial damage if Consultant were to enter into Competition (as defined herein) with the Company. Therefore, in order for the Company to protect its legitimate business interests, Consultant agrees as follows:

(a) Without the prior written consent of the Company, Consultant shall not, during the period of engagement by the Company for any reason, directly or indirectly, invest or engage in any business that is Competitive (as defined herein) with the Business of the Company or accept employment or render services to a Competitor (as defined herein) of the Company as a director, officer, agent, employee or consultant or solicit or attempt to solicit or accept business that is Competitive with the Business of the Company, except that Consultant may own up to five percent (5%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended.

(b) Without the prior written consent of the Company and upon any termination of Consultant's engagement by the Company for any reason and for a period of twelve (12) months thereafter, Consultant shall not, either directly or indirectly, (i) invest or engage in any business that is Competitive (as defined herein) with the Business of the Company, except that Consultant may own up to five percent (5%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended; (ii) accept employment with or render services to a Competitor of the Company as a director, officer, agent, employee or consultant unless he is serving in a capacity that has no relationship to that portion of the Competitor's business that is Competitive with the Business of the Company; or (iii) solicit, attempt to solicit or accept business Competitive with the Business of the Company from any of the customers of the Company at the time of his termination or within twelve (12) months prior thereto or from any person or entity whose business the Company was soliciting at such time.

(c) Upon termination of his engagement by the Company for any reason, and for a period of twelve (12) months thereafter, Consultant shall not, either directly or indirectly, engage, hire, employ or solicit in any manner whatsoever the employment of an employee of the Company.

(d) For purposes of this Agreement, a business or activity is in "Competition" or "Competitive" with the Business of the Company if it involves, and a person or entity is a "Competitor", if that person or entity is engaged in, or about to become engaged in, the research, development, design, manufacturing, marketing or selling of a specific product or technology that resembles, competes, or is designed to compete, with, or has applications similar to any product or technology for which the Company has obtained or applied for a patent or made disclosures, or any product or technology involving any other proprietary research or development engaged in or conducted by the Company during the term of Consultant's engagement by the Company.

7.2 Confidential Information.

Consultant acknowledges and agrees that all nonpublic information concerning the business of the Company or any of its affiliates, including, without limitation, nonpublic information relating to its or its affiliates' products, customer lists, pricing, trade secrets, patents, business methods and cost data, business plans, strategies, drawings, designs, nonpublic information regarding product development, marketing plans, sales plans, manufacturing plans, management organization (including but not limited to nonpublic data and other information relating to members of the Board, the Company or any of their affiliates or to management of the Company or any of its affiliates), operating policies or manuals, financial records, design or other nonpublic financial, commercial, business or technical information: (i) relating to the Company or any of its affiliates or (ii) that the Company or any of its affiliates may receive belonging to suppliers, customers or others who do business with the Company or any of its affiliates (collectively, the "Confidential Information") is and shall remain the property of the Company. Consultant recognizes and agrees that all of the Confidential Information, whether developed by Consultant or made available to Consultant, other than: (i) information that is generally known to the public, (ii) information already properly in Consultant's possession on a non-confidential basis from a source other than the Company or its affiliates, which source to Consultant's knowledge is not prohibited from disclosing such information by a legal, contractual or other obligation of confidentiality to the Company or its affiliates, or (iii) information that can be demonstrated by Consultant to have been independently developed by Consultant without the benefit of Confidential Information from the Company or its affiliates, is a unique asset of the business of the Company, the disclosure of which would be damaging to the Company. Accordingly, Consultant agrees to use such Confidential Information only for the benefit of the Company. Consultant agrees that during the Engagement Period and until the sixth anniversary of the date of termination or expiration of Consultant's engagement by the Company or its affiliates, Consultant will not directly or indirectly, disclose to any person or entity any Confidential Information, other than information described in clauses (i), (ii) and (iii) above, except as may be required in the ordinary course of business of the Company or as may be required by law or government authority. If disclosure of any Confidential Information is requested or required by legal process, civil investigative demand, formal or informal governmental investigation or otherwise, Consultant agrees: (i) to notify the Company promptly in writing so that the Company may seek a protective order or other appropriate remedy, and to cooperate fully, as may be reasonably requested by the Company, in the Company's efforts to obtain such a protective order or other appropriate remedy, and (ii) shall comply with any such protective order or other remedy if obtained. Information concerning the business of the Company or any of its affiliates that becomes public as a result of Consultant's breach of this Paragraph 7.2 shall be treated as Confidential Information under this Paragraph 7.2. Notwithstanding any provision herein to the contrary, Consultant may disclose the terms of this Agreement to the extent necessary to enforce its rights under this Agreement.

7.3 Works for Hire.

Consultant acknowledges and agrees that all services performed for the Company during the Engagement Period are provided on a work for hire basis (as that term is used in the United States Copyright Act), and that Consultant has no right, claim or title, and expressly disavows any such right, claim, or title, to any such work. If, for any reason, the foregoing is ineffective to confirm the absolute, irrevocable and unconditional ownership by, or rights of, the Company in any materials created by Consultant in connection with such services, or if it should ever be determined that any of such materials are not a "work-made-for-hire" exclusively owned and authored by the Company, Consultant hereby absolutely, irrevocably and unconditionally assigns (or, to the extent such assignment is or may be prohibited or limited by any applicable law, hereby absolutely, irrevocably and unconditionally licenses, royalty-free) exclusively to the Company all of such materials, throughout the universe in perpetuity, without condition, exclusion, limitation or reservation.

7.4 Return of Documents.

In the event of the termination of Consultant's engagement for any reason, Consultant shall deliver to the Company: (i) all of the property of each of the Company and its affiliates received at any time by Consultant (to the extent not previously returned to the Company) and (ii) all the documents and data of any nature and in whatever medium of each of the Company and its affiliates received at any time by Consultant (to the extent not previously returned to the Company), and Consultant shall not take any such property, documents or data or any reproduction thereof, or any documents containing or pertaining to any Confidential Information; provided, however, the foregoing shall not limit any rights or obligations with respect to any such property, documents, data or reproductions thereof that Consultant may have as a shareholder, creditor, consultant and/or director of the Company.

8. Release.

In consideration for the promises made herein, Consultant hereby irrevocably and unconditionally releases and forever discharges, for himself and for his heirs, executors, administrators, successors and assigns, the Company and/or its affiliates, parents, subsidiaries, predecessors and successors, and all of their past and present directors, officers, management committees, members, agents, employees, representatives, attorneys, shareholders, benefit plan fiduciaries and administrators, and assigns, and all persons acting by, through, under, or in concert with any of them (collectively, "the Advaxis Releasees"), from any and all rights, claims, charges, causes of action, liabilities, costs and damages, known or unknown, suspected or not, fixed or contingent, and in law or in equity, which Consultant now has, or may ever have had, concerning, relating to, or arising out of, directly or indirectly, his employment with the Company and/or the separation therefrom.

This Release applies to federal, state or local laws, civil rights laws, wage-hour, wage-payment, pension or labor laws, any benefits plans, stock options plans, rules and/or regulations, constitutions, ordinances, public policy, contract or tort laws, or any claim arising under common law, or any other action based upon any conduct occurring up to and including the date Consultant signs the Agreement.

Consultant further acknowledges and affirms that he fully understands that he is waiving any right that he may have to claim or assert that the Company or any of the Advaxis Releasees are in default of their repayment obligations, if any, with respect to any monetary loans or loans of operating funds extended by Consultant to the Company, or any notes or other financial instruments executed by and between Consultant and the Company, including but not limited to the Moore Notes, the October 2011 offering, and the May 2011 offering, as those terms are defined in the Company's Form S-1.

Notwithstanding the foregoing, by entering into this Agreement, Consultant is not releasing claims that relate to any claims for enforcement of this Agreement.

9. Non-Disparagement.

Except as otherwise required by law, Consultant agrees that he will not make any false, negative or disparaging comments about, and that he will refrain from directly or indirectly making any comments or engaging in publicity or any other action or activity which reflects adversely upon, the Company, its employees, agents or representatives. This Non-Disparagement provision applies to comments made verbally, in writing, electronically or by any other means, including, but not limited to blogs, postings, message boards, texts, video or audio files and all other forms of communication. The Company will direct its executive officers not to make any false, negative, or disparaging comments about Consultant.

10. Legal Representation.

Consultant acknowledges that he was advised to consult with, and has had ample opportunity to receive the advice of, independent legal counsel before executing this Agreement, and that the Company advised Consultant to do so and that Consultant has fully exercised that opportunity to the extent he desired. Consultant acknowledges that he had ample opportunity to consider this Agreement and to receive an explanation from such legal counsel of the legal nature, effect, ramifications, and consequences of this Agreement. Consultant warrants that he has carefully read this Agreement, that he understands completely its contents, that he understands the significance, nature, effect, and consequences of signing it, and that he has agreed to and signed this Agreement knowingly and voluntarily of his own free will, act, and deed, and for full and sufficient consideration.

11. Miscellaneous

11.1 Binding Effect; Assignment.

This Agreement shall be binding on and inure to the benefit of the Company, and its respective successors and permitted assigns. This Agreement shall also be binding on and inure to the benefit of Consultant and Consultant's heirs, executors, administrators and legal representatives. This Agreement shall not be assignable by any party hereto without the prior written consent of the other parties hereto. The Company may effect such an assignment without prior written approval of Consultant upon the transfer of all or substantially all of its business and/or assets (by whatever means), provided that the successor to the Company shall expressly assume and agree in writing to perform this Agreement.

11.2 Entire Agreement.

This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. All prior correspondence and proposals (including but not limited to summaries of proposed terms) and all prior promises, representations, understandings, arrangements and agreements relating to such subject matter (including but not limited to those made to or with Consultant by any other person), except for any monetary loans or loans of operating funds extended by Consultant to the Company, and any notes or other financial instruments executed by and between Consultant and the Company, including but not limited to the Moore Notes, the October 2011 offering, and the May 2011 offering, as those terms are defined in the Company's Form S-1, all of which shall survive the execution of this Agreement, are merged herein and superseded hereby.

11.3 Governing Law, Jurisdiction.

(i) This Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced, and governed by and continued and enforced in accordance with the internal substantive laws (and not the laws of choice of laws) of the State of New Jersey applicable to contracts entered into and to be performed in New Jersey.

(ii) Each Party to this Agreement hereby irrevocably agrees that any legal action or proceeding arising out of or relating to this Agreement or any of the transactions contemplated hereby may be brought in the courts of the State of New Jersey or in the United States District Court for the District of New Jersey and hereby expressly submits to the personal jurisdiction and venue of such courts for the purposes thereof and expressly waives any claim of improper venue and any claim that the such Courts are an inconvenient forum.

(iii) Each of the Parties waives its right to a jury trial with respect to any action or claim arising out of any dispute in connection with this Agreement, any rights or obligations hereunder or the performance of such rights and obligations. Each of the Parties hereto: (i) certifies that no representative, agent or attorney of any other Party has represented, expressly or otherwise, that such other Party would not, in the event of litigation, seek to enforce the foregoing waivers; and (ii) acknowledges that each such other Party has been induced to enter into this Agreement and the other transaction documents to which it is party by, among other things, the waivers and certifications contained herein.

11.4 Taxes.

Notwithstanding any provision to the contrary, the Company shall have the power to withhold from (and thereby reduce) any payments due to the Consultant under this Agreement, or (to the extent that taxes are under-withheld on amounts previously paid by the Company to the Consultant or taxes are due on income taxable to the Consultant without the receipt of sufficient cash) require Consultant to remit to the Company promptly upon notification of the amount due, an amount, determined within the Company's reasonable discretion and upon written notice (including pay stubs) to Consultant, in each case as necessary to satisfy all of the Company's obligations regarding Federal, state, local and foreign withholding tax requirements (including, without limitation, social security, employment and similar payroll deductions) with respect to Consultant's compensation pursuant to this Agreement and/or with respect to any payment of cash, or issuance or delivery of any other property hereunder to Consultant or any third party, for the account or benefit of the Consultant, and the Company may defer any such payment of cash or issuance or delivery of such other property for a reasonable period until such requirements are satisfied, at which time all deferred payments shall be promptly remitted to the Consultant.

11.5 Amendments.

No provision of this Agreement may be modified, waived or discharged unless such modification, waiver or discharge is approved by the Board or a person authorized thereby and is agreed to in writing by Consultant and, in the case of any such modification, waiver or discharge affecting the rights or obligations the Company, is approved by the Board or a person authorized thereby. No waiver by any party hereto at any time of any breach by any other party hereto of, or compliance with, any condition or provision of this Agreement to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time. No waiver of any provision of this Agreement shall be implied from any course of dealing between or among the parties hereto or from any failure by any party hereto to assert its rights hereunder on any occasion or series of occasions.

11.6 Survival.

The obligations of Consultant under Sections 7, 8, and 9 hereof, and all subparts thereof, shall survive the termination of this Agreement.

11.7 Severability.

The invalidity of any provision of this Agreement under the applicable laws of the State of New Jersey or any other jurisdiction, shall not affect the other provisions hereby declared to be severable from all other provisions. The intention of the parties, as expressed in any provision held to be void or ineffective, shall be given such full force and effect as may be permitted by law.

11.8 Notices.

Any notice or other communication required or permitted to be delivered under this Agreement shall be: (i) in writing, (ii) delivered personally, by courier service or by certified or registered mail, first-class postage prepaid and return receipt requested, (iii) deemed to have been received on the date of delivery or, if so mailed, on the third business day after the mailing thereof, and (iv) addressed as follows (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof):

(i) If to the Company, to it at its then current headquarters, Attention: Chairman of the Board.

(ii) if to Consultant, to Consultant at Consultant's residential address as then on file with the Company, with a copy to:

Tel:

Fax:

Attn: Tom Moore

Copies of any notices or other communications given under this Agreement, which shall not constitute notice to the Company in accordance with this Section 11.8 of the Agreement, shall also be given to:

Tel: (212) 549-0378

Fax: (212) 521-5450

Attn: Yvan-Claude J. Pierre

11.9 Headings.

The section and other headings contained in this Agreement are for the convenience of the parties only and are not intended to be a part hereof or to affect the meaning or interpretation hereof.

11.10 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the parties have entered into this Agreement effective as of the date first written above.

ADVAXIS, INC.

BY: /s/ James Patton
NAME: James Patton
TITLE: Chairman of the Board

/s/ Thomas A. Moore
THOMAS A. MOORE ("Consultant")

SCHEDULE A

SCHEDULE B

EXHIBIT 10.2

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is effective as of August 19, 2013, by and between Advaxis, Inc., a Delaware corporation (the "Company"), and Daniel J. O'Connor ("Executive").

WHEREAS, the Company and Executive desire to enter into this Agreement pursuant to which the Company will employ Executive in the capacity, for the period, and on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements herein contained, the parties hereby agree as follows:

1. EMPLOYMENT AND DUTIES. The Company hereby employs Executive and Executive hereby accepts such employment in the capacity of President and Chief Executive Officer of the Company ("CEO"), and shall accept an appointment as a member of the Board of Directors of the Company ("the Board"), and agrees to act in accordance with the terms and conditions hereinafter set forth. During the Term (as defined below), Executive agrees that he will devote time, attention and skills to the operation of the Business (as defined below) of the Company and that he will perform such duties, functions, responsibilities and authority in connection with the foregoing as are customarily assigned to individuals serving in such positions and such other duties consistent with Executive's titles and positions as the Board specifies from time to time. For purposes of this Agreement, the "Business" of the Company shall be defined as the development and commercialization of immunotherapy drug candidates and related technology based products.

Executive represents and warrants that he is not bound by the terms of any agreement with any previous employer or other party which would limit his abilities to perform his duties and obligations hereunder. In connection with Executive's employment, Executive further represents and warrants that he will not use any confidential or proprietary information of any previous employer.

2. TERM. The term of this Agreement shall commence on the date hereof and shall continue for a period of three (3) years (the "Initial Term"). Thereafter, this Agreement shall be automatically renewed for one year periods ("Renewal Terms"), unless otherwise terminated by the Company or Executive upon written notice to the other given not less than ninety (90) days prior to the expiration of the Initial Term or the applicable Renewal Term of the Agreement. The Initial Term and any Renewal Terms thereof shall be referred to herein as the "Term."

3. COMPENSATION. In consideration of all the services to be rendered by Executive to the Company hereunder, the Company hereby agrees to pay or otherwise provide Executive the following compensation and benefits. It is furthermore understood that the Company shall have the right to make any applicable deductions or withholdings as agreed to by the parties or required by applicable law (including but not limited to Social Security payments, income tax withholding and other required deductions not in effect or which may become effective by law any time during the Term) from the following compensation.

(a) SALARY. Executive shall receive an annual salary of Two Hundred and Ninety-Five Thousand Dollars ($295,000.00), plus annual cost of living (COLA—as determined by the Social Security Administration) salary increases commencing on the one-year anniversary of the execution of this Agreement ("Base Salary"). The applicable Base Salary shall be reviewed by the Board immediately following the end of the Company's fiscal year to determine the annual increase, or decrease consistent with the Company's decrease in the base salaries of other senior executives, to the applicable year's Base Salary; provided, however, that in no event shall such annual increase be less than the cost of living increase. The applicable Base Salary will be paid in equal installments not less frequently than bi-monthly in accordance with the Company's salary payment practices in effect from time to time for senior executives of the Company. The Compensation Committee of the Board of Directors (the "Compensation Committee") shall determine in its sole discretion, on or before September 30, 2013, whether to pay a percentage, if any, of the Base Salary in the form of Advaxis restricted stock unit awards. The percentage, if any, of such award is subject to increase or decrease in the sole direction of the Compensation Committee.

(b) BONUS PAYMENT.

(i) In addition to Section 3(b)(ii) of this Agreement, below, at the end of each fiscal year of the Company, in addition to the Base Salary then in effect, Executive shall be eligible to receive a bonus payment (the "Bonus Payment") of between 10 and 50% of the applicable year's Base Salary (the "Bonus Percentage"). The Bonus Payment, if any, will be paid in accordance with the Company's bonus payment practices in effect from time to time for senior executives of the Company. It will be awarded in the sole discretion of the Compensation Committee based on a mutually agreed set of goals established during the first month of each fiscal year. Determinations as to whether Executive has met these mutually agreed upon set of goals will be determined in the sole discretion of the Compensation Committee. Executive must be employed by the Company, without the occurrence of any of the Events of Termination, as that term is defined below, and without having tendered notice to the Company of an anticipated Event of Termination, at the time that the Bonus Payment is to be paid to Executive.

(ii) A one-time payment in an amount to be determined in the sole discretion of the Compensation Committee on or before September 30, 2013, will be paid to Executive within two business days following the first instance, subsequent to the execution of this Agreement, in which the Company closes any financing greater than $15,000,000, so long as such closing occurs during the Initial Term and Executive is still employed by the Company, without the occurrence of any of the Events of Termination, as that term is defined below, and without having tendered notice to the Company of an anticipated Event of Termination, at the time that the payment is to be paid to Executive. 50% of such payment may be made in Advaxis Common Stock, at the Company's sole discretion.

(c) BENEFIT PLANS. As of the date hereof, Executive shall be eligible to participate in the Company's group health insurance plan and any other benefit plan applicable to the Company's senior executives.

(d) INSURANCE. The Company may secure, in its own name, or otherwise, and at its own expense, life, health, accident and other insurance covering Executive or Executive and others. Executive agrees to assist the Company in procuring such insurance by submitting to the usual and customary medical and other examinations and by signing, as the insured, such applications and other instruments in writing as may be reasonably required by the insurance companies to which application is made pursuant to such insurance. Executive agrees that he shall have no right, title, or interest in or to any insurance policies or to the proceeds thereof which the Company many so elect to take out or to continue on the Executive's life.

(e) PURCHASE OF COMPANY STOCK.

(i) Upon execution and delivery of this Agreement, Executive will be eligible to receive options to purchase shares of the Company's common stock, par value $.001 per share (the "Common Stock"), in an amount and at an exercise price determined by the Compensation Committee, which shall vest in accordance with, and which shall be subject to the restrictions of, the Company's 2011 Omnibus Incentive Plan, a copy of which is attached hereto as Exhibit A.

(ii) Executive shall be permitted to participate in any capital raise conducted by the Company and purchase shares of Common Stock at a price 15% below the applicable offering price (or conversion price) of shares offered to investors during such capital raise or offering, consistent with the Company's 2011 Omnibus Incentive Plan.

(f) EXPENSES. Executive shall be entitled to be reimbursed for all reasonable expenses incurred by him in connection with the fulfillment of his duties hereunder, including all necessary continuing education and certification costs and related expenses; provided, however, that Executive has obtained the Company's prior written approval of such expenses and has complied with all policies and procedures related to the reimbursement of such expenses as shall, from time to time, be established by the Company.

(g) VACATIONS AND SICK LEAVE. Executive shall be entitled to four (4) weeks paid vacation annually to be taken in accordance with the Company's vacation policy in effect from time to time and at such time or times as may be mutually agreed upon by the Company and Executive. Unused vacation time may not be carried over from year to year. Executive shall also be entitled to sick leave in accordance with the Company's sick leave policies in effect from time-to-time.

4. TERMINATION.

(a) EVENTS OF TERMINATION. This Agreement and the employment relationship shall terminate on the earliest to occur of the following events (the "Events of Termination"):

(i) expiration of the Term;

(ii) written mutual agreement of the Company and Executive;

(iii) the voluntary resignation by Executive with Good Reason. "Good Reason" shall be defined as: (a) the failure of the Company to pay Executive any compensation when due, save and except for a disputed claim to compensation; (b) a significant adverse change in the nature or scope of the authority, powers, functions, responsibilities, or duties attached to the positions of Executive with the Company as set forth herein; or (c) a material breach by the Company or its successors of a term or condition of this Agreement.

(iv) the voluntary resignation of Executive without Good Reason;

(v) the death of Executive;

(vi) the disability of Executive. Executive shall be deemed disabled if, as a result of Employee's incapacity due to physical or mental illness, Executive shall have been absent from his duties hereunder on a full time basis for a period of one (1) month or longer;

(vii) the retirement of Executive;

(vii) the termination of Executive's employment by the Company for "Just Cause," as determined by the Company in its sole discretion. "Just Cause" shall include: (a) the failure by Executive to substantially perform his assigned duties for the Company, which failure has continued for a period of at least fifteen (15) days following written notice of demand for substantial performance, signed by an officer or director of the Company, has been delivered to Executive specifying the manner in which Executive has failed to substantially perform;

(b) Executive engaging in conduct, which in the Company's sole discretion, is demonstrably and materially injurious to the Company, which Executive does not cease following Executive's receipt of written notice from the Company specifying the nature of such conduct; (c) behavior constituting gross negligence or willful misconduct by the Executive during the course of his duties and the term of this Agreement; (d) the misappropriation of corporate assets or corporate opportunities by Executive or any other acts of dishonesty or breach of Executive's fiduciary obligation to the Company; or (e) the involvement of Executive in a felony or a misdemeanor involving moral turpitude (including the entry of a plea of *nolo contendre*); or

(viii) the termination of Executive's employment by the Company without "Just Cause."

(b) EVENTS OF TERMINATION TRIGGERING SEVERANCE PAYMENT. If the Company terminates Executive's employment without Just Cause, if Executive voluntarily resigns with Good Reason, or if Executive's employment is terminated due to disability, as that term is defined above, Executive shall be entitled to receive, provided Executive properly executes and does not revoke a Confidential Separation and Release Agreement in the form provided by the Company at the time of separation from his employment, in addition to the applicable Base Salary, plus any accrued but unused vacation time and unpaid expenses (in accordance with Sections 3(e) and (f) hereof) that have been earned by the Executive as of the date of such termination ("Termination Date"), the following severance payments (the "Severance Payments"):

(i) equal monthly installments at the applicable Base Salary rate then in effect, as determined on the first day of the calendar month immediately preceding the day of termination, to be paid beginning on the first day of the month following such Termination Date and continuing twelve (12) months following the Termination Date (the "Severance Period"). Whenever Severance Payments are payable to Executive hereunder during a time when Executive is partially or totally disabled, and such disability would entitle him to disability income payments according to the terms of any plan or policy now or hereafter provided by the Company, the Severance Payments payable to Executive hereunder shall be inclusive of any such disability income and shall not be in addition thereto, even if such disability income is payable directly to Executive by an insurance company under a policy paid for by the Company.

(ii) during the Severance Period, health benefits substantially similar to those which Executive was receiving or entitled to receive immediately prior to termination; provided, however, such insurance benefits shall be reduced to the extent comparable benefits during such period following Executive's Termination Date, and any benefits actually received by Executive shall be reported by Executive to the Company.

(iii) all stock options held by the Executive will be deemed fully vested and exercisable on the Termination Date and the exercise period for such stock options will be increased by a period of two years from the Termination Date.

(iv) issuance of all Common Stock earned by the employee that has not yet been issued within four business days of the Termination Date.

(v) removal of all restrictive legends on shares held by the Executive that qualify for such treatment under Rule 144 of the Securities and Exchange Act of 1934 within 10 business days of the presentation of such shares to the Company's transfer agent.

(c) EVENTS OF TERMINATION NOT TRIGGERING SEVERANCE PAYMENT. If Executive's employment with the Company is terminated for any reason other those specifically enumerated in Section 4(b) of this Agreement, including, but not limited to, the expiration of the Term, written mutual agreement of the Company and Executive, the voluntary resignation of Executive without Good Reason, the death or retirement of Executive, or the termination of Executive's employment by the company with "Just Cause," Executive shall not be entitled to receive any compensation other than his accrued salary through the effective date of such termination, plus any accrued but unused vacation time and unpaid expenses (in accordance with Sections 3(e) and (f) hereof) that have been earned by the Executive as the date of such termination. Executive shall also be entitled to the continuation of group health plan benefits to the extent authorized by and consistent with 29 U.S.C. § 1161 et seq. (commonly known as "COBRA"), provided, that, Executive shall be solely responsible for premiums, costs and expenses associated therewith. The provisions of this Section 4(c) shall be in addition to, and not in lieu of, any other rights and remedies the Company may have at law or in equity under any other provision of this Agreement in respect of such termination of employment.

5. RESTRICTIVE COVENANTS. Executive and the Company agree that the Company would suffer irreparable harm and incur substantial damage if Executive were to enter into Competition (as defined herein) with the Company. Therefore, in order for the Company to protect its legitimate business interests, Executive agrees as follows:

(a) Without the prior written consent of the Company, Executive shall not, during the period of employment with the Company for any reason, directly or indirectly, invest or engage in any business that is Competitive (as defined herein) with the Business of the Company or accept employment or render services to a Competitor (as defined herein) of the Company as a director, officer, agent, employee or consultant or solicit or attempt to solicit or accept business that is Competitive with the Business of the Company, except that Executive may own up to five percent (5%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended.

(b) Without the prior written consent of the Company and upon any termination of Executive's employment with the Company for any reason and for a period of twelve (12) months thereafter, Executive shall not, either directly or indirectly, (i) invest or engage in any business that is Competitive (as defined herein) with the Business of the Company, except that Executive may own up to five percent (5%) of any outstanding class of securities of any company registered under Section 12 of the Securities Exchange Act of 1934, as amended; (ii) accept employment with or render services to a Competitor of the Company as a director, officer, agent, employee or consultant unless he is serving in a capacity that has no relationship to that portion of the Competitor's business that is Competitive with the Business of the Company; or (iii) solicit, attempt to solicit or accept business Competitive with the Business of the Company from any of the customers of the Company at the time of his termination or within twelve (12) months prior thereto or from any person or entity whose business the Company was soliciting at such time.

(c) Upon termination of his employment with the Company for any reason, and for a period of twelve (12) months thereafter, Executive shall not, either directly or indirectly, engage, hire, employ or solicit in any manner whatsoever the employment of an employee of the Company.

(d) For purposes of this Agreement, a business or activity is in "Competition" or "Competitive" with the Business of the Company if it involves, and a person or entity is a "Competitor", if that person or entity is engaged in, or about to become engaged in, the research, development, design, manufacturing, marketing or selling of a specific product or technology that resembles, competes, or is designed to compete, with, or has applications similar to any product or technology for which the Company has obtained or applied for a patent or made disclosures, or any product or technology involving any other proprietary research or development engaged in or conducted by the Company during the term of Executive's employment with the Company.

6. CONFIDENTIALITY. Executive acknowledges and agrees that all nonpublic information concerning the business of the Company or any of its affiliates including without limitation, nonpublic information relating to it or its affiliates' products, customer lists, pricing, trade secrets, patents, business methods and cost data, business plans, strategies, drawings, designs, nonpublic information regarding product development, marketing plans, sales plans, manufacturing plans, management organization (including but not limited to nonpublic data and other information relating to members of the Board, the Company or any of their affiliates or to management of the Company or any of its affiliates), operating policies or manuals, financial records, design or other nonpublic financial, commercial, business or technical information (i) relating to the Company or any of its affiliates or (ii) that the Company or any of its affiliates may receive belonging to suppliers, customers or others who do business with the Company or any of its affiliates (collectively, the "Confidential Information") is and shall remain the property of the Company. Executive recognizes and agrees that all of the Confidential Information, whether developed by Executive or made available to Executive, other than (i) information that is generally known to the public, (ii) information already properly in Executive's possession on a non-confidential basis from a source other than the Company or its affiliates, which source to Executive's knowledge is not prohibited from disclosing such information by a legal, contractual or other obligation of confidentiality to the Company or its affiliates, or (iii) information that can be demonstrated by Executive to have been independently developed by Executive without the benefit of Confidential Information from the Company or its affiliates, is a unique asset of the business of the Company, the disclosure of which would be damaging to the Company. Accordingly, Executive agrees to use such Confidential Information only for the benefit of the Company. Executive agrees that during the Employment Period and until the sixth anniversary of the date of termination or expiration Executive's employment with the Company or its affiliates, Executive will not directly or indirectly, disclose to any person or entity any Confidential Information, other than information described in clauses (i), (ii) and (iii) above, except as may be required in the ordinary course of business of the Company or as may be required by law or government authority. If disclosure of any Confidential Information is requested or required by legal process, civil investigative demand, formal or informal governmental investigation or otherwise, Executive agrees (i) to notify the Company promptly in writing so that the Company may seek a protective order or other appropriate remedy, and to cooperate fully, as may be reasonably requested by the Company, in the Company's efforts to obtain such a protective order or other appropriate remedy, and (ii) shall comply with any such protective order or other remedy if obtained. Information concerning the business of the Company or any of its affiliates that becomes public as a result of Executive's breach of this Section 6 shall be treated as Confidential Information under this Section 6. Notwithstanding any provision herein to the contrary, Executive may disclose the terms of this Agreement to the extent necessary to enforce its rights under this Agreement.

7. WORKS FOR HIRE. Executive acknowledges and agrees that all services performed for the Company during the Term are provided on a work for hire basis (as that term is used in the United States Copyright Act), and that Executive has no right, claim or title, and expressly disavows any such right, claim, or title, to any such work. If, for any reason, the foregoing is ineffective to confirm the absolute, irrevocable and unconditional ownership by, or rights of, the Company in any materials created by Executive in connection with such services, or if it should ever be determined that any of such materials are not a "work-made-for-hire" exclusively owned and authored by the Company, Executive hereby absolutely, irrevocably and unconditionally assigns (or, to the extent such assignment is or may be prohibited or limited by any applicable law, hereby absolutely, irrevocably and unconditionally licenses, royalty-free) exclusively to the Company all of such materials, throughout the universe in perpetuity, without condition, exclusion, limitation or reservation.

8. NOTICES. Any notice or other communication required or permitted to be given hereunder shall be in writing and deemed to have been given when delivered in person or when dispatched by telegram, electronic mail, or electronic facsimile transfer (confirmed in writing by mail, registered or certified, return receipt requested, postage prepaid, simultaneously dispatched) to the addressees at the addresses specified below.

If to Executive: Daniel J. O'Connor

If to the Company: James Patton
Chairman of the Board
Advaxis, Inc.
305 College Road East
Princeton, New Jersey 08540

or to such other address or fax number as either party may from time to time designate in writing to the other.

9. LEGAL REPRESENTATION. Executive acknowledges that he was advised to consult with, and has had ample opportunity to receive the advice of, independent legal counsel before executing this Agreement, and that the Company advised Executive to do so and that Executive has fully exercised that opportunity to the extent he desired. Executive acknowledges that he had ample opportunity to consider this Agreement and to receive an explanation from such legal counsel of the legal nature, effect, ramifications, and consequences of this Agreement. Executive warrants that he has carefully read this Agreement, that he understands completely its contents, that he understands the significance, nature, effect, and consequences of signing it, and that he has agreed to and signed this Agreement knowingly and voluntarily of his own free will, act, and deed, and for full and sufficient consideration.

10. ENTIRE AGREEMENT. This Agreement, together with Exhibit A, constitutes the entire agreement between the parties hereto relating to the subject matter hereof, and supersedes all prior agreements and understandings, whether oral or written, with respect to the same. No modification, alteration, amendment or revision of or supplement to this Agreement shall be valid or effective unless the same is in writing and signed by both parties hereto.

11. GOVERNING LAW. This Agreement is made and entered into in the State of New Jersey, and shall in all respects be interpreted, enforced, and governed by and continued and enforced in accordance with the internal substantive laws (and not the laws of choice of laws) of the State of New Jersey applicable to contracts entered into and to be performed in New Jersey.

12. ASSIGNMENT. The rights and obligations of the parties under this Agreement shall not be assignable without written permission of the other party.

13. SEVERABILITY. The invalidity of any provision of this Agreement under the applicable laws of the State of New Jersey or any other jurisdiction, shall not affect the other provisions hereby declared to be severable from all other provisions. The intention of the parties, as expressed in any provision held to be void or ineffective, shall be given such full force and effect as may be permitted by law.

14. SURVIVAL. The obligations of the Company or its successor to pay any Severance Payments required hereunder subsequent to the termination of this Agreement and the obligations of Executive under Sections 5, 6, and 7 hereof, and all subparts thereof, shall survive the termination of this Agreement.

15. REMEDIES. Executive and the Company recognize that the services to be rendered under this Agreement by Executive are special, unique, and of extraordinary character, and that in the event of the breach by Executive of the terms and conditions of Sections 5, 6, and 7 hereof, or any subpart thereof, the Company shall be entitled, if it so elects, to institute and prosecute proceedings in any court of competent jurisdiction, to obtain damages for any breach thereof.

16. DISPUTE RESOLUTION. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any and all claims, disputes or controversies arising under, out of, or in connection with the Agreement, including any dispute relating to production, use or commercialization, which the parties shall be unable to resolve within sixty (60) days, shall be submitted to good faith mediation. The party raising such dispute shall promptly advise the other party of such claim, dispute or controversy in a writing, which describes in reasonable detail the nature of such dispute. By not later than five (5) business days after the recipient has received such notice of dispute, each party shall have selected for itself a representative who shall have the authority to bind such party, and shall additionally have advised the other party in writing of the name and title of such representative. By not later than ten (10) business days after the date of such notice of dispute, the party against whom the dispute shall be raised shall select a mediation firm, company, or agency in New Jersey, or identify an individual mediator(s), and such representatives shall schedule a date with such firm or mediator(s) for a mediation hearing. The parties shall enter into good faith mediation and shall share the costs equally. If the representatives of the parties have not been able to resolve the dispute within fifteen (15) business days after such mediation hearing, the parties shall have the right to pursue any other remedies legally available to resolve such dispute in either the Courts of the State of New Jersey or in the United States District Court for the District of New Jersey, to whose jurisdiction for such purposes Company and Executive each hereby irrevocably consents and submits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Advaxis, Inc,
a Delaware corporation

By: /s James Patton
Name: James Patton
Title: Chairman of the Board

Executive:

/s/ Daniel J. O'Connor
Daniel J. O'Connor

EXHIBIT A

FORM OF

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is effective as of August 19, 2013 (this "**Agreement**"), and is between Advaxis, Inc.**,** a Delaware corporation (the "**Company**"), and [ ] ("**Indemnitee**").

Background

The Company believes that, in order to attract and retain highly competent persons to serve as directors or in other capacities, including as officers, it must provide such persons with adequate protection through indemnification against the risks of claims and actions against them arising out of their services to and activities on behalf of the Company.

Indemnitee is a director, officer or, if applicable, an advisory committee member of the Company or a subsidiary, if any, of the Company, or the Company desires and has requested Indemnitee to serve as a director, officer or advisory committee member of the Company or any subsidiary of the Company and, in order to induce the Indemnitee to serve or continue to serve as a director, officer or advisory committee member of the Company or any subsidiary of the Company, the Company is willing to grant the Indemnitee the indemnification provided for herein. Indemnitee is willing to so serve, or continue to so serve, on the basis that such indemnification be provided.

The Amended and Restated By-laws of the Company (the "**By-laws**") require indemnification of the officers and directors of the Company. Indemnitee may also be entitled to indemnification pursuant to the General Corporation Law of the State of Delaware (the "**DGCL**"). The By-laws and the DGCL expressly provide that the indemnification provisions set forth therein are not exclusive, and thereby contemplate that contracts may be entered into between the Company and members of the board of directors, officers and other persons with respect to indemnification.

This Agreement is a supplement to and in furtherance of the Certificate of Incorporation of the Company, as amended (the "**Certificate of Incorporation**"), the By-laws, any employment agreement between Indemnitee and the Company or any of its subsidiaries and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

The parties by this Agreement desire to set forth their agreement regarding indemnification and the advancement of expenses.

In consideration of Indemnitee's service or continued service to the Company and the covenants and agreements set forth below, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows.

Section 1. Indemnification.

(a) To the fullest extent permitted by law, including, without limitation, the DCGL, the Company shall indemnify Indemnitee if Indemnitee was or is made or is threatened to be made a party to or a participant in, or is otherwise involved in, as a witness or otherwise, any threatened, pending or completed action, suit or proceeding (whether brought by a third party, by or in the right of the Company, or otherwise), whether civil, criminal, administrative or investigative and whether formal or informal, including appeals, by reason of (i) the fact that Indemnitee is or was or has agreed to serve as a director, officer, employee or agent of the Company (including its subsidiaries) or, while serving as a director, officer, employee or agent of the Company (including its subsidiaries), is or was serving or has agreed to serve at the request of, or to represent the interests of, the Company as a director, officer, advisory committee member, employee or agent (which, for purposes hereof, shall include serving as a trustee, fiduciary, partner, manager or in any similar capacity) of one or more subsidiaries of the Company or any other another corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise, including any charitable or not-for-profit public service organization or trade association, including any such service which imposes duties on, or involves services by, Indemnitee with respect to an employee benefit plan, its participants or beneficiaries, and/or (ii) any action by or omission, or alleged action or omission of Indemnitee in connection with such status ((i) and (ii), collectively, Indemnitee's "**Corporate Status**").

(b) To the fullest extent permitted by law, including, without limitation, the DCGL, the indemnification provided by this Section 1 shall be from and against all loss and liability suffered including, without limitation, any and all (i) expenses (including, without limitation, attorneys' fees), judgments, fines, penalties and amounts paid in settlement actually and reasonably incurred by or on behalf of Indemnitee in connection with such action, suit or proceeding, including any appeals, (ii) any liability pursuant to a loan guaranty or otherwise, for any indebtedness of the Company or any subsidiary of the Company, including, without limitation, any indebtedness which the Company or any subsidiary of the Company has assumed or taken subject to, and (iii) any liabilities which Indemnitee incurs as a result of acting on behalf of the Company (whether as a fiduciary or otherwise) in connection with the operation, administration or maintenance of an employee benefit plan or any related trust or funding mechanism (whether such liabilities are in the form of excise taxes assessed by the United States Internal Revenue Service, penalties assessed by the United States Department of Labor, restitutions to such a plan or trust or other funding mechanism or to a participant or beneficiary of such plan, trust or other funding mechanism, or otherwise).

(c) If Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of loss and liability claimed but not, however, for all of the total amount thereof, the Company shall nevertheless indemnify Indemnitee for the full portion thereof to which Indemnitee is entitled.

Section 2. Advance Payment of Expenses.

To the fullest extent permitted by law (including, without limitation, the DGCL), expenses (including, without limitation, attorneys' fees) incurred by Indemnitee in appearing at, participating in or defending any action, suit or proceeding or in connection with an interpretation or enforcement action, suit or proceeding as contemplated by Section 3(e), shall be paid by the Company in advance of the final disposition of such action, suit or proceeding within fifteen (15) business days after receipt by the Company of a statement or statements from Indemnitee requesting such advance or advances from time to time. The Indemnitee hereby undertakes to repay any amounts advanced (without interest) if, when and only to the extent that it is ultimately determined by a final judicial determination (as to which all rights of appeal therefrom have been exhausted or lapsed) that Indemnitee is not entitled under this Agreement to be indemnified by the Company in respect thereof. Such undertaking shall be unsecured and is hereby accepted by the Company without reference to Indemnitee's ability to make any such payment. No other form of undertaking shall be required of Indemnitee other than the execution of this Agreement. This Section 2 shall be subject to Section 3(b) and Section 3(e), and shall not apply to any claim made by Indemnitee for which indemnity is excluded pursuant to Section 6.

Section 3. Procedure for Indemnification; Notification and Defense of Claim.

(a) Promptly after receipt by Indemnitee of notice of the commencement of any action, suit or proceeding, Indemnitee shall, if a claim in respect thereof is to be made against the Company hereunder, notify the Company in writing of the commencement thereof. The failure to promptly notify the Company of the commencement of the action, suit or proceeding, or of Indemnitee's request for indemnification, will not relieve the Company from any liability that it may have to Indemnitee hereunder or otherwise, except to the extent the Company is actually and materially prejudiced in its defense of such action, suit or proceeding as a result of such failure or delay, and any such failure or delay shall not constitute a waiver by Indemnitee of any rights under this Agreement or otherwise. To obtain indemnification under this Agreement, Indemnitee shall submit to the Company a written request therefor including such documentation and information as is reasonably available to Indemnitee and is reasonably necessary to enable the Company to determine whether and to what extent Indemnitee is entitled to indemnification.

(b) With respect to any action, suit or proceeding of which the Company is so notified as provided in this Agreement, the Company shall, subject to the last two sentences of this paragraph, be entitled to assume the defense of such action, suit or proceeding, with counsel reasonably acceptable to Indemnitee, upon the delivery to Indemnitee of written notice of its election to do so. After delivery of such notice, approval of such counsel by Indemnitee and the retention of such counsel by the Company, the Company will not be liable to Indemnitee under this Agreement for any subsequently-incurred fees of separate counsel engaged by Indemnitee with respect to the same action, suit or proceeding unless the employment of separate counsel by Indemnitee has been previously authorized in writing by the Company. Notwithstanding the foregoing, if (i) Indemnitee reasonably believes that the use of counsel selected by the Company to represent Indemnitee would present such counsel with an actual or potential conflict of interest, (ii) the named parties in any such action, suit or proceeding (including any impleaded parties) include the Company or any subsidiary of the Company and Indemnitee, and Indemnitee reasonably believes that there may be one or more legal defenses available to him that are different from or in addition to those available to the Company or such subsidiary, or (iii) Indemnitee reasonably believes that any such representation by such counsel would be precluded under the applicable standards of professional conduct then prevailing, then the Company will not be entitled, without the written consent of Indemnitee, to assume such defense. In addition, the Company will not be entitled, without the written consent of Indemnitee, to assume the defense of any claim brought by or in the right of the Company.

(c) To the fullest extent permitted by law (including, without limitation, the DGCL), the Company's assumption of the defense of an action, suit or proceeding in accordance with paragraph (b) above will constitute an irrevocable acknowledgement by the Company that any loss and liability suffered by Indemnitee and expenses (including, without limitation, attorneys' fees), judgments, fines and amounts paid in settlement by or for the account of Indemnitee incurred in connection therewith are indemnifiable by the Company under Section 1 of this Agreement.

(d) Upon written request by Indemnitee for indemnification pursuant to Section 3(a), a determination with respect to Indemnitee's entitlement thereto shall be made by the Company pursuant to this Section 3(d).

(i) The determination whether to grant Indemnitee's indemnification request shall be made promptly (but within the applicable time period specified in Section 3(d)(iv) and in the specific case by one of the following methods: (A) by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, or by decision of the sole Disinterested Director, if such is the case, (B) by a committee of at least three Disinterested Directors designated by a majority vote of the Disinterested Directors, even though less than a quorum of the Board; (C) if there are no Disinterested Directors or, if such Disinterested Director(s) so direct, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee, or (D) where there has been a Change in Control, by Independent Counsel in a written opinion to the Board, a copy of which shall be delivered to Indemnitee.

(ii) In the event the determination of entitlement to indemnification is to be made by Independent Counsel pursuant to Section 3(d)(i), the Independent Counsel shall be selected as provided in this Section 3(d)(ii). If a Change in Control shall not have occurred, the Independent Counsel shall be selected by a majority vote of the Disinterested Directors, even though less than a quorum of the Board, or by decision of the sole Disinterested Director, if such is the case, and the Company shall give written notice to Indemnitee advising him of the identity of the Independent Counsel so selected. If either there are no Disinterested Directors or a Change in Control shall have occurred, the Independent Counsel shall be selected by Indemnitee, and Indemnitee shall give written notice to the Company advising it of the identity of the Independent Counsel so selected. In either event, Indemnitee or the Company, as the case may be, may, within ten (10) days after such written notice of selection shall have been given, deliver to the Company or to Indemnitee, as the case may be, a written objection to such selection; provided, however, that such objection may be asserted only on the ground that the Independent Counsel so selected does not meet the requirements of Independent Counsel, and the objection shall set forth with particularity the factual basis of such assertion. Absent a proper and timely objection, the person or firm so selected shall be retained as Independent Counsel. If such written objection is so made and substantiated, the Independent Counsel so selected may not serve as Independent Counsel unless and until such objection is withdrawn or the Delaware Court has determined that such objection is without merit. If, within thirty (30) days after the submission by Indemnitee of a written request for indemnification pursuant to Section 3(a), no Independent Counsel shall have been selected and not objected to, either the Company or Indemnitee may petition the Delaware Court for resolution of any objection which shall have been made by the Company or Indemnitee to the other's selection of Independent Counsel and/or for the appointment as Independent Counsel of a person or firm selected by such court or by such other person or firm as such court shall designate, and the person or firm with respect to whom all objections are so resolved or the person or firm so appointed shall act as Independent Counsel under Section 3(d)(i). Upon the due commencement of any judicial proceeding pursuant to Section 3(e), Independent Counsel shall be discharged and relieved of any further responsibility in such capacity (subject to the applicable standards of professional conduct then prevailing). The Company agrees to pay the reasonable fees and expenses of the Independent Counsel.

(iii) Indemnitee shall cooperate with the person(s) or firm making such determination with respect to Indemnitee's entitlement to indemnification, including providing to such person(s) or firm upon reasonable advance request any documentation or information which is not privileged or otherwise protected from disclosure and which is reasonably available to Indemnitee and reasonably pertinent to such determination. Any expenses incurred by Indemnitee in so cooperating with the person(s) or firm making such determination shall be borne by the Company (irrespective of the determination as to Indemnitee's entitlement to indemnification) and the Company hereby indemnifies and agrees to hold Indemnitee harmless therefrom.

(iv) If the person(s) or firm empowered or selected under Section 3(d)(i) to determine whether Indemnitee is entitled to indemnification shall not have made a determination within thirty (30) days after receipt by the Company of the request therefor (or, in the case of a decision to be made by Independent Counsel, within thirty (30) days after the appointment of such Independent Counsel), the requisite affirmative determination of entitlement to indemnification shall, to the fullest extent not prohibited by law, be deemed to have been made and Indemnitee shall be entitled to such indemnification, absent (A) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (B) a prohibition of such indemnification under the DGCL; provided, however, that such period may be extended for a reasonable time, not to exceed an additional thirty (30) days, if the person(s) or firm making the determination with respect to entitlement to indemnification in good faith requires such additional time for the obtaining or evaluating of documentation and/or information relating thereto.

(v) For purposes of this Agreement, the termination of any action, suit or proceeding, by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not create a presumption that Indemnitee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by law. In addition, neither the failure of the Board or Independent Counsel to have made a determination as to whether Indemnitee has met any particular standard of conduct or had any particular belief, nor an actual determination by the Board or Independent Counsel that Indemnitee has not met such standard of conduct or did not have such belief, prior to the commencement of legal proceedings by Indemnitee to secure a judicial determination that Indemnitee should be indemnified under law shall be a defense to Indemnitee's claim or create a presumption that Indemnitee has not met any particular standard of conduct or did not have any particular belief.

(vi) Indemnitee shall be entitled to indemnification for any action or omission to act undertaken (A) in good faith reliance upon the records of the Company, including its financial statements, or upon information, opinions, reports or statements furnished to Indemnitee by the officers or employees of the Company or any of its subsidiaries in the course of their duties, or by committees of the Board, or by any other person or entity as to matters Indemnitee reasonably believes are within such other person's or entity's professional or expert competence, or (B) on behalf of the Company in furtherance of the interests of the Company in good faith in reliance upon, and in accordance with, the advice of legal counsel or accountants, provided such legal counsel or accountants were selected with reasonable care by or on behalf of the Company. In addition, the knowledge and/or actions, or failures to act, of any director, officer, agent or employee of the Company shall not be imputed to Indemnitee for purposes of determining the right to indemnity hereunder. The provisions of this Section 3(d)(vi) shall not be deemed to be exclusive or to limit in any way the other circumstances in which Indemnitee may be deemed to have met the applicable standard of conduct set forth in this Agreement.

(e) In the event that (A) a determination is made pursuant to Section 3(d)(i) that Indemnitee is not entitled to indemnification under this Agreement, (B) no determination of entitlement to indemnification is made pursuant to Section 3(d)(i) within the applicable time period set forth in Section 3(d)(iv), (C) payment of indemnification not made within ten (10) days after (1) a determination has been made that Indemnitee is entitled to indemnification or, as contemplated by Section 3(b), the Company has acknowledged such entitlement, or (2) receipt by the Company of a written request therefor pursuant to the last sentence of Section 3(d)(iii), (D) advancement of expenses is not timely made in accordance with Section 2, or (E) the Company or any other person or entity takes or threatens to take any action to declare this Agreement void or unenforceable, or institutes any litigation or any other action, suit or proceeding designed to deny, or to recover from, the Indemnitee the benefits provided or intended to be provided to Indemnitee hereunder, Indemnitee shall be entitled to pursue an adjudication in any court of competent jurisdiction interpreting this Agreement or establishing or enforcing Indemnitee's right to indemnification or advancement of expenses under this Agreement or any law. Indemnitee's expenses (including, without limitation, attorneys' fees) incurred in connection with seeking an interpretation of this Agreement or successfully establishing or enforcing Indemnitee's right to indemnification or advancement of expenses Agreement or any law, in whole or in part, in any such action, suit or proceeding or otherwise shall also be indemnified by the Company to the fullest extent permitted by law (including, without limitation, the DGCL). The Company shall not oppose Indemnitee's right to any such adjudication.

(i) Any judicial proceeding commenced pursuant to this Section 3(e) shall be conducted in all respects as a *de novo* determination on the merits and Indemnitee shall not be prejudiced by reason of either (A) an adverse determination by the Company or Independent Counsel pursuant to Section 3(d)(i) that Indemnitee is not entitled to indemnification, or (B) the absence of a determination that Indemnitee is entitled to indemnification, if such was the case.

(ii) If a determination shall have been made pursuant to this Section 3(d)(i) that Indemnitee is entitled to indemnification, the Company shall be bound by such determination in any judicial proceeding commenced pursuant to this Section 3(e), absent (A) a misstatement by Indemnitee of a material fact, or an omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification, or (B) a prohibition of such indemnification under applicable law (including, without limitation, the DGCL).

(iii) The Company shall, to the fullest extent not prohibited by applicable law (including, without limitation, the DGCL), be precluded from asserting in any judicial proceeding commenced pursuant to this Section 3(e) that the procedures and presumptions of this Agreement are not valid, binding and enforceable and shall stipulate in any such court that the Company is bound by all the provisions of this Agreement.

(f) Indemnitee shall be presumed to be entitled to indemnification and advancement of expenses under this Agreement upon submission of a request therefor in accordance with Section 2 or Section 3, and in any action, suit or proceeding by Indemnitee to enforce this Agreement, as the case may be. The Company shall have the burden of proof in overcoming such presumption, and such presumption shall be used as a basis for a determination of entitlement to indemnification and advancement of expenses unless the Company overcomes such presumption by clear and convincing evidence.

Section 4. Insurance and Subrogation.

(a) The Company shall use commercially reasonable efforts to purchase and maintain a policy or policies of insurance with reputable insurance companies with A.M. Best ratings of "A" or better, providing Indemnitee with coverage for any liability asserted against, and incurred by, Indemnitee or on Indemnitee's behalf by reason of Indemnitee's Corporate Status, whether or not the Company would have the power to indemnify Indemnitee against such liability under the provisions of this Agreement. Such insurance policies shall have coverage terms and policy limits at least as favorable to Indemnitee as the insurance coverage provided to any other director, officer, employee, advisory committee member or agent of the Company. If the Company has such insurance in effect at the time the Company receives from Indemnitee any notice of the commencement of an action, suit or proceeding, the Company shall give prompt notice of the commencement of such action, suit or proceeding to the insurers in accordance with the procedures set forth in the applicable policy or policies. The Company shall thereafter take all necessary or desirable action to cause such insurers to pay, on behalf of Indemnitee, all amounts payable as a result of such proceeding in accordance with the terms of such applicable policy or policies.

(b) Subject to Section 9(b), in the event of any payment by the Company under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee with respect to any insurance policy. Indemnitee shall execute all papers required and take all action reasonably necessary to secure such rights, including execution of such documents as are reasonably necessary to enable the Company to bring an action, suit or proceeding to enforce such rights in accordance with the terms of such insurance policy. The Company shall pay or reimburse all expenses incurred by Indemnitee in connection with such assistance.

(c) Subject to Section 9(b), the Company shall not be liable under this Agreement to make any payment of amounts otherwise indemnifiable hereunder (including, but not limited to, judgments, fines and amounts paid in settlement, and ERISA excise taxes or penalties) if and to the extent that payment has actually been received by Indemnitee under any insurance policy, contract, agreement or otherwise, except with respect to any excess beyond the amount paid under any insurance policy, contract, agreement or otherwise, except that any such payment made by or on behalf of any Indemnitee-related entity shall not reduce the Company's obligations under this Agreement; it being understood that, consistent with Section 9(b), if applicable, the Company shall bear full responsibility for jointly indemnifiable claims.

Section 5. Certain Definitions.

For purposes of this Agreement, in addition to terms defined elsewhere in this Agreement, the following definitions shall apply:

(a) The term "**action, suit or proceeding**" shall be broadly construed and shall include, without limitation, the investigation, preparation, prosecution, defense, settlement, arbitration and appeal of, and the giving of testimony in, any threatened, pending or completed claim, action, suit, arbitration, alternative dispute resolution mechanism, inquiry, administrative hearing or other proceeding, and whether civil, criminal, administrative or investigative, regulatory or legislative (formal or informal) in nature, including any appeal therefrom, in which Indemnitee was, is or will be, or is threatened to be involved as a party or otherwise by reason of Indemnitee's Corporate Status, whether or not serving in such capacity at the time any liability or expense is incurred, including any such matter pending or threatened on or before the date of this Agreement.

(b) The term "**Beneficial Owner**" shall have the meaning given to such term in Rule 13d-3 under the Exchange Act; provided, however, that Beneficial Owner shall exclude any person or entity otherwise becoming a "Beneficial Owner" by reason of the stockholders of the Company approving a merger of the Company with another entity.

(c) The term "**Board**" means the Board of Directors of the Company.

(d) A "**Change in Control**" shall be deemed to occur upon the earliest to occur after the date of this Agreement of any of the following events:

(i) any person or entity is or becomes the Beneficial Owner, directly or indirectly, of securities of the Company representing thirty five percent (35%) or more of the combined voting power of the Company's then outstanding securities;

(ii) during any period of two (2) consecutive years (not including any period prior to the execution of this Agreement), individuals who at the beginning of such period constitute the Board, and any new director (other than a director designated by a person or entity who has entered into an agreement to effect a transaction described in Section 5(d)(i), Section 5(d)(iii) or Section 5(d)(iv)) whose election by the Board or nomination for election by the Company's stockholders was approved by a vote of at least two-thirds of the directors then still in office who either were directors at the beginning of the period or whose election or nomination for election was previously so approved, cease for any reason to constitute at least a majority of the members of the Board;

(iii) the effective date of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior to such merger or consolidation continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity) more than 51% of the combined voting power of the voting securities of the surviving entity outstanding immediately after such merger or consolidation and with the power to elect at least a majority of the board of directors or other governing body of such surviving entity;

(iv) the approval by the stockholders of the Company of a complete liquidation of the Company or an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets; or

(v) there occurs any other event of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or a response to any similar item on any similar schedule or form) promulgated under the Exchange Act, whether or not the Company is then subject to such reporting requirement.

(e) The term "**Delaware Court**" means the Chancery Court of the State of Delaware.

(f) The term "**Disinterested Director**" means a director of the Company who is not and was not a party to the action, suit or proceeding or another action, suit or proceeding based on the same claim, issue or matter in respect of which indemnification is sought by Indemnitee.

(g) The term "**Exchange Act**" means the Securities Exchange Act of 1934, as amended from time to time.

(h) The term "**expenses**" shall be broadly construed and shall include, without limitation, any and all direct and indirect fees, costs, disbursements and expenses of any type or nature whatsoever (including, without limitation, all attorneys', accountants' and other experts' fees and related disbursements, supersedes or appeal bonds, other out-of-pocket costs, and reasonable compensation for time spent by Indemnitee for which Indemnitee is not otherwise compensated by the Company or any third party), actually and reasonably incurred by Indemnitee in connection with prosecuting, defending, preparing to prosecute or defend, investigating, being or preparing to be a witness in, or otherwise participating in, an action, suit or proceeding or establishing or enforcing a right to indemnification under this Agreement or otherwise, as well as any and all fees, costs, disbursements and expenses incurred in connection with a claim that is indemnifiable hereunder and any appeal resulting from any such action, suit or proceeding, including, without limitation, the premium, security for, and other costs relating to any cost bond, supersedeas bond, or other appeal bond or its equivalent.

(i) The term "**Independent Counsel**" means a law firm, or a member of a law firm, that is experienced in matters of Delaware corporate law and, at the applicable time, neither is, nor in the five (5) years prior to such time had been, retained to represent: (i) the Company or Indemnitee in any matter material to either party (other than with respect to matters concerning other indemnitees under indemnification agreements similar to this Agreement), or (ii) any other party to the action, suit or proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person or firm who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's rights under this Agreement.

(j) The term "**judgments, fines, penalties and amounts paid in settlement**" shall be broadly construed and shall include, without limitation, all direct and indirect payments of any type or nature whatsoever, as well as any penalties or excise taxes assessed on a person with respect to an employee benefit plan).

Section 6. Limitation on Indemnification.

Notwithstanding any other provision herein to the contrary, the Company shall not be obligated pursuant to this Agreement:

(a) Claims Initiated by Indemnitee. To indemnify or advance expenses to Indemnitee with respect to an action, suit or proceeding (or part thereof), however denominated, voluntarily initiated by Indemnitee and not by way of defense, other than any action, suit or proceeding (i) brought to interpret this Agreement and/or establish or enforce a right to indemnification or advancement of expenses under this Agreement or any law, including, without limitation, pursuant to Section 145 of the DCGL (which shall be governed by the provisions of Section 3(e)), (ii) brought for recovery under any liability insurance policy maintained by the Company, or (iii) that was authorized or consented to by the Board, it being understood and agreed that such authorization or consent shall not be unreasonably withheld in connection with any compulsory counterclaim brought by Indemnitee in response to an action, suit or proceeding otherwise indemnifiable under this Agreement.

(b) Section 16(b) Matters. To indemnify Indemnitee with respect to any action, suit or proceeding if, when and only to the extent that a final judicial determination is made (as to which all rights of appeal therefrom have been exhausted or lapsed) against Indemnitee for disgorgement of profits made from the purchase or sale by Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Exchange Act; provided, that nothing in this Section 6(b) is intended to limit Indemnitee's right to the advancement of expenses to defend against any such action, suit or proceeding as provided in, and subject to, Section 2 hereof.

(c) Claims Initiated by the Company with the Authorization of the Board. To indemnify or advance expenses to Indemnitee with respect to an action, suit or proceeding (or part thereof) asserted against Indemnitee, however denominated, where such action, suit or proceeding (or part thereof) was initiated by the Company or asserted by the Company as a counterclaim, where the initiation of such action, suit or proceeding (or part thereof) was authorized by the Board. For the avoidance of doubt, the Company confirms that the exclusion from indemnity and advancement set forth in the preceding sentence shall not be applicable to claims asserted derivatively by third parties on behalf of the Company.

Section 7. Certain Settlement Provisions.

The Company shall have no obligation to indemnify Indemnitee under this Agreement for any amounts paid in settlement of any action, suit or proceeding without the Company's prior written consent. The Company shall not, without the prior written consent of Indemnitee, effect any settlement of any action, suit or proceeding which Indemnitee is or could have been a party unless such settlement (a) involves the payment of money solely by the Company or its insurers, and does not otherwise impose any obligation or restriction on Indemnitee, (b) does not require Indemnitee to admit any liability, wrongdoing, culpability or violation of law, and (c) and includes a complete and unconditional release of Indemnitee from all liability on all claims that are the subject matter of such action, suit or proceeding. Neither the Company nor Indemnitee will unreasonably withhold its or his consent to any proposed settlement; provided, that Indemnitee may withhold consent to any settlement that does not comply with the requirements of the immediately preceding sentence.

Section 8. Savings Clause.

If any provision or provisions (or portion thereof) of this Agreement shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless (a) indemnify and advance expenses to Indemnitee as provided herein to the fullest extent possible, (b) the validity, legality and enforceability of the remaining provisions of this Agreement (including, without limitation, all portions of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall not in any way otherwise be affected or impaired thereby and (c) the provisions of this Agreement (including, without limitation, all portions of any Section of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall otherwise be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable and to give effect to the intent of this Agreement (including, without limitation, as set forth in Section 13) to the fullest extent possible.

Section 9. Contribution/Jointly Indemnifiable Claims.

(a) In order to provide for just and equitable contribution in circumstances in which the indemnification provided for herein is held by a court of competent jurisdiction to be unavailable to Indemnitee in whole or in part, it is agreed that, in such event, the Company shall, to the fullest extent permitted by law, contribute to the payment of all of Indemnitee's loss and liability suffered and expenses (including, without limitation, attorneys' fees), judgments, fines and amounts paid in settlement reasonably incurred by or on behalf of Indemnitee in connection with any action, suit or proceeding, including any appeals, in an amount that is just and equitable in the circumstances; provided, that, without limiting the generality of the foregoing, such contribution shall not be required where such holding by the court is due to any limitation on indemnification set forth in Section 4(c), Section 6 or Section 7 hereof.

(b) Given that certain jointly indemnifiable claims may arise due to the service of the Indemnitee as a director, officer or advisory committee member of the Company at the request of the Indemnitee-related entities, the Company acknowledges and agrees that the Company shall be fully and primarily responsible for the payment to the Indemnitee in respect of indemnification or advancement of expenses in connection with any such jointly indemnifiable claim, pursuant to and in accordance with the terms of this Agreement, irrespective of any right of recovery the Indemnitee may have from the Indemnitee-related entities. Under no circumstance shall the Company be entitled to any right of subrogation or contribution by the Indemnitee-related entities and no right of advancement or recovery the Indemnitee may have from the Indemnitee-related entities shall reduce or otherwise alter the rights of the Indemnitee or the obligations of the Company hereunder. In the event that any of the Indemnitee-related entities shall make any payment to the Indemnitee in respect of indemnification or advancement of expenses with respect to any jointly indemnifiable claim, the Indemnitee-related entity making such payment shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee against the Company, and Indemnitee shall execute all papers reasonably required and shall do all things that may be reasonably necessary to secure such rights, including the execution of such documents as may be necessary to enable the Indemnitee-related entities effectively to bring suit to enforce such rights. For the avoidance of doubt, the intent of the parties is that the Company's obligations hereunder with respect to indemnification and advancement of fees shall be primary and those of any Indemnitee-related entity (but not any insurance company) including, without limitation, The Blackstone Group L.P., shall be secondary; provided however, that nothing herein is intended to diminish or reduce the obligation of any insurer or to limit the rights of any insured arising under any directors and officers liability policy or any other applicable policy of insurance. The Company and Indemnitee agree that each of the Indemnitee-related entities shall be third-party beneficiaries with respect to this Section 9(b), entitled to enforce this Section 9(b) as though each such Indemnitee-related entity were a party to this Agreement. For purposes of this Section 9(b), the following terms shall have the following meanings:

(i) The term "**Indemnitee-related entities**" means any corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise (other than the Company or any other corporation, limited liability company, partnership, joint venture, trust, employee benefit plan or other enterprise Indemnitee has agreed, on behalf of the Company or at the Company's request, to serve as a director, officer, advisory committee member, employee or agent and which service is covered by the indemnity described in this Agreement) from whom an Indemnitee may be entitled to indemnification or advancement of expenses with respect to which, in whole or in part, the Company may also have an indemnification or advancement obligation.

(ii) The term "**jointly indemnifiable claims**" shall be broadly construed and shall include, without limitation, any action, suit or proceeding for which the Indemnitee shall be entitled to indemnification or advancement of expenses from both the Indemnitee-related entities and the Company pursuant to Delaware law, any agreement or the certificate of incorporation, bylaws, partnership agreement, operating agreement, certificate of formation, certificate of limited partnership or comparable organizational documents of the Company or any subsidiary of the Company, or the Indemnitee-related entities, as applicable.

Section 10. Form and Delivery of Communications.

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered by hand, upon receipt by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed, (c) mailed by reputable overnight courier, one day after deposit with such courier and with written verification of receipt (d) sent by facsimile transmission, upon receipt by the sender of a printed confirmation of transmittal, or (e) sent by e-mail transmission, upon receipt by the sender of electronic confirmation of such transmittal.

Section 11. Non-Exclusivity.

The rights of indemnification and to receive advancement of expenses set forth in this Agreement shall not be deemed exclusive of, but shall be cumulative and in addition to, any other rights to which Indemnitee may at any time be entitled under applicable law (as amended from time to time), in equity, the Certificate of Incorporation, the By-laws, any agreement, a vote of stockholders or a resolution of directors, or otherwise. To the extent that a change in Delaware law, whether by statute or judicial decision, permits greater indemnification or advancement of expenses than would be afforded currently under the By-laws and this Agreement, it is the intent of the parties hereto that Indemnitee shall enjoy by this Agreement the greater benefits so afforded by such change; provided, however, that no change in Delaware law shall have the effect of reducing the benefits available to Indemnitee hereunder based on Delaware law as in effect on the date hereof or as such benefits may improve as a result of amendments after the date hereof. To the extent that there is a conflict or inconsistency between the terms of this Agreement and the Certificate of Incorporation or By-Laws, it is the intent of the parties hereto that Indemnitee shall enjoy the greater benefits regardless of whether contained herein, in the Certificate of Incorporation or By-Laws. No amendment or alteration of the Certificate of Incorporation or By-Laws or any other instrument or agreement shall adversely affect the rights provided to Indemnitee under this Agreement.

Section 12. No Construction as Employment Agreement.

Nothing contained herein shall be construed as giving Indemnitee any right to be retained as a director of the Company or in the employ of the Company. For the avoidance of doubt, the indemnification and advancement of expenses provided under this Agreement shall continue as to Indemnitee regardless of whether Indemnitee continues in his Corporate Status.

Section 13. Interpretation of Agreement.

It is understood that the parties hereto intend this Agreement to be interpreted and enforced so as to provide indemnification to Indemnitee to the fullest extent now or hereafter permitted by law (including, without limitation, the DGCL).

Section 14. Entire Agreement.

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral, written and implied, between the parties hereto with respect to the subject matter hereof; provided, however, that this Agreement is a supplement to and in furtherance of the Certificate of Incorporation, the By-laws, any employment agreement between Indemnitee and the Company or any of its subsidiaries and applicable law, and shall not be deemed a substitute therefor, nor to diminish or abrogate any rights of Indemnitee thereunder.

Section 15. Modification and Waiver.

No supplement, modification, waiver or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof (whether or not similar) nor shall such waiver constitute a continuing waiver. For the avoidance of doubt, this Agreement may not be terminated by the Company without Indemnitee's prior written consent.

Section 16. Most Favored Indemnitee.

In the event the Company or any of its subsidiaries enters into an indemnification agreement with another director, officer, employee or agent of the Company or any of its subsidiaries containing a term or terms more favorable to the indemnitee than the terms contained herein (as determined by Indemnitee), Indemnitee shall be afforded the benefit of such more favorable term or terms and such more favorable term or terms shall be deemed incorporated by reference herein as if set forth in full herein. As promptly as practicable following the execution by the Company or the relevant subsidiary of each indemnity agreement with any such other director, officer, employee or agent (a) the Company shall send a copy of the indemnity agreement to Indemnitee, and (b) if requested by Indemnitee, the Company shall prepare, execute and deliver to Indemnitee an amendment to this Agreement containing such more favorable term or terms.

Section 17. Successors and Assigns.

All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of and shall be enforceable by the parties hereto and their respective successors, assigns, heirs, executors, administrators and legal representatives. The Company shall require and cause any direct or indirect successor (whether by purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of the Company, by written agreement in form and substance reasonably satisfactory to Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession had taken place. Neither this Agreement nor any duties or responsibilities pursuant hereto may be assigned by the Company to any other person or entity without the prior written consent of Indemnitee.

Section 18. Service of Process and Venue.

The Company and Indemnitee hereby irrevocably and unconditionally (a) agree that any action, suit or proceeding arising out of or in connection with this Agreement shall be brought only in the Delaware Court, and not in any other state or federal court in the United States of America or any court in any other country, (b) consent to submit to the exclusive jurisdiction of the Delaware Court for purposes of any action, suit or proceeding arising out of or in connection with this Agreement, (c) waive any objection to the laying of venue of any such action, suit or proceeding in the Delaware Court, and (d) waive, and agree not to plead or to make, any claim that any such action, suit or proceeding brought in the Delaware Court has been brought in an improper or inconvenient forum.

Section 19. Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws rules which would require the application of the laws of a jurisdiction other than the State of Delaware.

Section 20. Specific Performance.

The parties recognize that if any provision of this Agreement is violated, or threatened to be violated, by the Company, Indemnitee may be without an adequate remedy at law. Accordingly, in the event of any such violation or threatened violation, Indemnitee shall be entitled, if Indemnitee so elects, to institute proceedings, either in law or at equity, to obtain damages, to enforce specific performance, to enjoin such violation, or to obtain any relief or any combination of the foregoing as the Indemnitee may elect to pursue.

Section 21. Third Party Beneficiaries.

Except as specifically provided in Section 9(b), nothing in this Agreement, expressed or implied, is intended or shall be construed to confer any right, remedy or claim upon any person or entity other than the parties hereto and their respective successors (including any direct or indirect successor by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Company), assigns, heirs, executors, administrators and legal representatives.

Section 22. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument, notwithstanding that both parties are not signatories to the original or same counterpart. Each counterpart may be delivered by facsimile transmission or e-mail (as a .pdf, .tif or similar un-editable attachment), which transmission shall be deemed delivery of an originally executed counterpart hereof.

Section 23. Headings.

The section and subsection headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

This Agreement has been duly executed and delivered to be effective as of the date stated above.

ADVAXIS, INC.

By: _____
Name: _____
Title: _____

INDEMNITEE:

_____
Name:

Address:

EXHIBIT 99.1

ADVAXIS APPOINTS DANIEL J. O'CONNOR PRESIDENT AND CEO AND ELECTS DR. JAMES PATTON NON-EXECUTIVE CHAIRMAN OF THE BOARD

AUGUST 20, 2013 –PRINCETON, N.J. — Advaxis, Inc. (OTCQB: ADXS) ("Advaxis" or the "Company"), a leader in developing the next generation of immunotherapies for cancer and infectious diseases, announced the appointment of Daniel J. O'Connor, formerly Executive Vice President, to the position of President and Chief Executive Officer. Mr. O'Connor has also joined the Board of Directors. Dr. James Patton, currently the Chairman of the Audit Committee, has been elected Non-Executive Chairman of the Board. Thomas A. Moore, formerly Chairman and Chief Executive Officer of Advaxis, will continue to serve on the Board of Directors and as a consultant to the Company.

Mr. O'Connor has fifteen years of executive experience in the biopharmaceutical industry with ImClone Systems, formerly (NASDAQ: IMCL), PharmaNet (now inVentiv Health Clinical), and Bracco Diagnostics. As ImClone's Senior Vice President, he played a key role in resolving numerous issues facing ImClone and closed several important deals leading to its sale to Eli Lilly (NYSE: LLY) in 2008.

Dr. Patton is a founding member of the Advaxis Board of Directors, an internist, and the Vice President of Millennium Oncology Management, Inc., which provides management services in oncology. Dr. Patton is also an Independent Trustee for the DundeeWealth U.S. mutual fund family and a founder and chairman of VAL Health, LLC, a healthcare consulting company.

Dr. Patton stated, "We sincerely thank Tom Moore for his tireless efforts leading Advaxis for the last 6+ years. Importantly, the ADXS-HPV proprietary technology platform has achieved proof of concept and Tom has assembled an experienced management team to continue to advance the clinical pipeline. Over the past six months, the Advaxis team has accelerated its licensing negotiations, achieved several clinical milestones including the recent designation of orphan drug status for ADXS-HPV in anal cancer, and has worked to improve its balance sheet; all of which have been fundamental advancements of the Company's business. However, we know there still is a lot to accomplish to take Advaxis to the next platform and we remain focused on the goal of unlocking significant stockholder value."

"The Company is now entering a transformational phase, and Dan's appointment as CEO is the outcome of Tom and the Board's succession planning initiatives over the past year in preparation for this important time. Dan has brought tremendous energy to Advaxis since joining in January, and we believe his industry experience and professional track record are perfectly aligned with the Company's strategic priorities," concluded Dr. Patton.

Mr. O'Connor stated, "I am very pleased to be appointed to lead Advaxis at this pivotal point in its drug development and commercialization efforts, and I am prepared for this challenge. The Company's innovative science and IP hold great promise for addressing many important areas of unmet medical needs. We have an excellent team in place, and together we will be focused on continuing to fundamentally transform the Company on multiple fronts, including the preparation for our registration studies with ADXS-HPV and continuing to strengthen our balance sheet. I would like to thank the Board of Directors and Tom for their vote of confidence in me, the Advaxis team for their commitment to the success of the Company, and our stockholders for their continued support over the past several months and in the years ahead."

Thomas A. Moore added, “I am grateful for having had the opportunity to lead Advaxis and wholeheartedly believe this is the right time for Dan to transition to CEO of the Company. I will work in every way to support Dan, the Board, and the team in their expected coming accomplishments and am pleased to work with the Company as a consultant during this time. I will continue to be a significant stockholder and Director of Advaxis, and will support the Company as needed in the future.”

About Advaxis, Inc.

Advaxis is a clinical-stage biotechnology company developing the next generation of immunotherapies for cancer and infectious diseases. Advaxis immunotherapies are based on a novel platform technology using live, attenuated bacteria that are bio-engineered to secrete an antigen/adjuvant fusion protein(s) that is designed to redirect the powerful immune response all human beings have to the bacterium to the cancer itself.

ADXS-HPV is currently being evaluated in four clinical trials for human papillomavirus (HPV)-associated cancers: recurrent/refractory cervical cancer (India), locally advanced cervical cancer (GOG/NCI U.S. study, Clinical Trials.gov Identifier NCT01266460), head & neck cancer (CRUK study, Clinical Trials.gov Identifier NCT01598792), and anal cancer (BrUOG study, Clinical Trials.gov Identifier NCT01671488). Advaxis has over 15 distinct immunotherapies in various stages of development, developed directly by Advaxis and through strategic collaborations with recognized centers of excellence such as: the National Cancer Institute, Cancer Research – UK, the Wistar Institute, the University of Pennsylvania, the University of British Columbia, the Karolinska Institutet, and others.

For more information please visit: www.advaxis.com

Forward-Looking Statements

This news release contains forward-looking statements, including, but not limited to: statements as to the advancement of the clinical pipeline, achieving significant stockholder value, the promise of the Company’s science and IP to address unmet medical needs, fundamentally transforming the Company, including preparing for registration studies and strengthening the Company’s balance sheet. These forward-looking statements are subject to a number of risks, including the risk factors set forth from time to time in Advaxis' SEC filings, including but not limited to its report on Form 10-K for the fiscal year ended October 31, 2012, which is available at www.sec.gov. The Company undertakes no obligation to publicly release the result of any revision to these forward-looking statements, which may be made to reflect the events or circumstances after the date hereof or to reflect the occurrence of unanticipated events, except as required by law. You are cautioned not to place undue reliance on any forward-looking statements.

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SOURCE: Advaxis, Inc.

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