
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

FORM 6-K

**REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

For the month of **June, 2018**

Commission File Number: **001-38480**

IMV Inc.

(Name of registrant)

**1344 Summer Street, Suite 412
Halifax, Nova Scotia
B3H 0A8, Canada**

(Address of principal executive offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F.

Form 20-F

Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

SIGNATURES

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

IMV Inc.

Date: June 29, 2018

By: /s/ Pierre Labbé

Name: Pierre Labbé

Title: Chief Financial Officer

Form 6-K Exhibit Index

Exhibit Number	Document Description
99.1	Amended Stock Option Plan (effective September 25, 2009, as amended)
99.2	Company Code of Conduct

IMV INC.
AMENDED STOCK OPTION PLAN

1. The Plan

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

2. Purpose

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

3. Interpretation

In this Plan:

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

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

5. Shares Subject to Plan

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

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

7. Eligibility and Participation

- (a) The Board may, in its discretion, select any of the following persons to participate in this Plan:
 - (i) directors of the Corporation or its subsidiaries;
 - (ii) officers of the Corporation or its subsidiaries;
 - (iii) employees of the Corporation or its subsidiaries;
 - (iv) consultants of the Corporation or its subsidiaries; and
 - (v) holding companies of the persons listed in paragraphs 7(a)(i) to 7(a)(iv) above,

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

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

8. Exercise Price

- (a) The Board shall, at the time an Option is granted under this Plan, fix the exercise price at which Shares may be acquired upon the exercise of such Option provided that such exercise price shall not be less than the Market Price.
 - (b) If approved by the Board, in lieu of paying the exercise price for the Shares that may be issued pursuant to the exercise of Options, the Participant may elect to acquire the number of Shares determined by subtracting the exercise price from the VWAP, multiplying the difference by the number of Shares in respect of which the Option was otherwise being exercised and then dividing that product by such VWAP. In such event, the number of Shares as so determined (and not the number of Shares to be issued under the Option) will be deemed to be purchased and issued under the Plan and all the Options surrendered will be cancelled.
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- (c) The Corporation will withhold taxes to the extent required by applicable laws in respect of the exercise of Options and the issuance of Shares or the payment of any amounts under this Plan and shall have the right to require that a Participant remit to the Corporation an amount in cash sufficient to satisfy any applicable withholding tax requirements.

9. Number of Optioned Shares

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

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

10. Term

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

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

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

13. Death or Permanent Disability of a Participant

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

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

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

15. Proceeds from Exercise of Options

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

16. Adjustments

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

17. Change of Control

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

18. Transferability

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

19. Amendment and Termination of Plan

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

20. Necessary Approvals

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

21. Stock Exchange Rules

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

22. United States Tax Law Matters

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

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

23. Right to Issue Other Shares

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

24. Notice

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

25. Gender

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

26. Interpretation

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

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

**SCHEDULE A
FORM OF OPTION AGREEMENT**

OPTION AGREEMENT

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

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

By receiving and accepting the Options, the Participant:

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

Effective as of the ● day of ●, 20●.

IMV INC.

By: _____
Name:
Title:

_____ [Optionee]

NOTICE TO EXERCISE OPTIONS

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

Re: Exercise of Options

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

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

Exercise Price per common share: \$ _____

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

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

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

Dated _____

Name of Participant
(Please print)

Signature of Participant



CODE OF BUSINESS CONDUCT

PURPOSE AND SCOPE

The Board of Directors of IMV Inc. (the “**Corporation**”) has adopted this Code of Business Conduct (the “**Code**”) in order to: (a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest; (b) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Corporation files with, or submits to, applicable regulators and in other public communications made by the Corporation; (c) promote compliance with applicable governmental laws, rules and regulations; (d) promote the protection of Corporation assets, including corporate opportunities and confidential information; (e) promote fair dealing practices; (f) deter wrongdoing; and (g) ensure accountability for adherence to the Code.

It is the policy of the Corporation to conduct its business affairs honestly, ethically and in compliance with all applicable laws. Any conduct that may raise questions as to the Corporation's, or its employees', directors' or officers' honesty, integrity, impartiality, or reputation, or activities that could cause embarrassment to the Corporation or damage its reputation is prohibited. Any activity, conduct, or transaction that is or may appear to be unethical, illegal, or improper business conduct must also be avoided.

The Chief Executive Officer of the Corporation, the Chief Financial Officer of the Corporation, or any person performing similar functions, and any other employee, director or officer of the Corporation or its subsidiaries (each a “**Representative**”) shall be subject to this Code. All Representatives are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below under the heading “Reporting of Code Violations”. Compliance with this Code is essential to preserving and enhancing the Corporation's reputation as a responsible corporate citizen and ultimately in maximizing shareholder value.

Violation of the Code is a serious matter that could subject Representatives or the Corporation to legal liability and furthermore, in the case of Representatives who are employees, disciplinary sanctions including termination. This Code is not meant to cover every eventuality and any and all matters requiring further guidance should be discussed with designated persons as set forth under the heading “Disclosure of and Inquiries About Conflicts” of this Code.

GENERAL CONDUCT AND BEHAVIOUR

Each Representative is accountable for observing rules of conduct that are normally accepted as standard in a business enterprise. Representatives will conduct themselves in accordance with ethical principles and obligations in their decisions and actions. They shall respect all ethical obligations deriving from applicable laws, acts, regulations, this Code and other internal policies.

Discrimination

The Corporation is committed to maintaining a work environment free from unlawful discrimination, including any discrimination based on sex, sexual orientation, gender identity, gender expression, race, age, religion, disability, ethnic group or any other protected class status. The Corporation will not tolerate discrimination by Representatives and will take disciplinary action against any Representatives who are found to have contravened the Corporation's prohibition against discrimination.

Harassment

The Corporation is committed to providing a work environment in which individuals are free from any harassment or workplace violence from any source. Harassment and workplace violence are unacceptable and will not be tolerated by the Corporation.

Confidential Information

From time to time, Representatives may be exposed to confidential information. Representatives should maintain the confidentiality of confidential information entrusted to them by the Corporation or by its customers, suppliers or business partners, except when disclosure is expressly authorized or is required or permitted by law. Confidential information includes, but is not limited to, information and data regarding the Corporation and its assets, operation, business, financial affairs, trade secrets, know how, records, data, plans, strategies, processes, business opportunities and ideas relating to present and contemplated operations and projects, its customers, suppliers and business partners, and/or other Representatives. Confidential information also includes information which is not generally known to the public and may be useful or helpful to competitors of the Corporation and/or may be harmful to the Corporation and/or its customers, suppliers or business partners, if disclosed. Disclosing confidential information to any person (including family members) or organization, directly or indirectly, without prior written consent from the Corporation, is prohibited, as is using confidential information for any purpose that is not in the best interest of the Corporation. This is in addition to, and not in substitution of, any other confidentiality undertaking or covenant by any Representatives in favor of the Corporation. This section of the Code does not restrain a Representative's ability to report suspected wrongdoing to the applicable regulatory authorities in accordance with applicable law.

Assets and Records

Safeguarding the Corporation's assets and records is the responsibility of all Representatives. Representatives should use and maintain assets with care and respect, while guarding against waste and abuse. No Representative shall intentionally damage or destroy the Corporation's property or that of any other person, or commit theft of such property. Representatives should also preserve or destroy business records (physical and electronic) in accordance with the Corporation's record retention policy and any applicable laws. Additional requirements and restrictions may be prescribed by the Corporation from time to time where the Corporation is required by law, regulation or government policies to maintain such records or where it has reason to know of a threatened or pending government investigation or litigation relating to such records. Improper alteration or falsification of any business records, whether written or in electronic form, is strictly prohibited.

Conduct of Business

A Representative's work-related activities at the Corporation must reflect the standards of honesty, loyalty, trustworthiness, fairness, concern for others and accountability. Any act that involves theft, fraud, embezzlement, or misappropriation of any property, including that of the Corporation or of any of its Representatives or business partners, is strictly prohibited. The Corporation requires that its business actions be conducted with honesty and integrity based on objective factors like cost, quality, value, service and the ability to carry through on commitments. This includes decisions about which external partners the Corporation works with, such as vendors and suppliers, and how the Corporation works with these various external partners. The Corporation does not accept the making of business decisions based on improper factors.

Participation in Political Process

Representatives may participate in the political process as private citizens. The Corporation must comply with the appropriate rules and regulations relating to lobbying or attempting to influence government officials. The Corporation will not reimburse Representatives for money or personal time contributed to political campaigns. In addition, Representatives may not work on behalf of a candidate's campaign while at work or at any time use the Corporation's facilities or other assets, including but not limited to email for that purpose unless approved by the Chief Executive Officer, the Chief Financial Officer, or their delegates, if any.

Gifts and Entertainment

A Representative shall not use his/her position with the Corporation, nor shall his/her family use such Representative's position, to solicit any cash, gifts or free services from any person for their or their family's or friend's personal benefit. Gifts or entertainment from others should not be accepted if they could be reasonably considered to be extravagant for the Representative receiving it, or otherwise improperly influence the Corporation's business relationship with or create an obligation to a business partner. Nominal gifts, such as logo items, pens, calendars, caps, shirts and mugs, are generally acceptable.

Social Media

All social media activities of Representatives must be conducted in accordance with all policies of the Corporation regarding social media implemented from time to time.

CONFLICTS OF INTEREST

Representatives shall always perform the responsibilities of their positions on the basis of what is in the best interests of the Corporation and free from the influence of personal considerations, relationships and interests that interfere with, or appear to interfere with, the interests of the Corporation. A conflict of interest can arise when a Representative (or a member of his or her family) takes actions or has interests that may make it difficult to perform his or her work for the Corporation objectively and effectively. Conflicts of interest also arise when a Representative (or a member of his or her family) receives improper personal benefits as a result of his or her position in the Corporation.

Loans

Loans by the Corporation to, or guarantees by the Corporation of obligations of, Representatives or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Corporation to, or guarantees by the Corporation of obligations of, any director or officer or their family members are expressly prohibited.

Honesty and Integrity

The Representatives are required to act with honesty and integrity and to avoid any relationship or activity that might create, or appear to create, a conflict between their personal interests and the interests of the Corporation. The Corporation must conduct its business in a manner that will not compromise the integrity or negatively impact the reputation of the Corporation.

Affiliates of the Corporation

Any transaction between the Corporation and a Representative (or a member of his or her family) shall be completed on a fair market basis by reference to terms and conditions available from arm's length third parties. Any actual or apparent conflicts of interest between the Corporation and a Representative (or a member of his or her family) shall be resolved on the basis that the Representative (or a member of his or her family) must act in the best interests of the Corporation.

Acquisitions by Representatives

All Representatives owe a duty to the Corporation to advance its interests when the opportunity arises. A Representative (or a member of his or her family) shall not acquire any property, security, business interest or other opportunity which they know that the Corporation is interested in acquiring or that are discovered through the use of Corporation assets, property, information or position. A Representative may not use Corporation assets, property, information or position for personal gain (including gain of family members). Based on knowledge of the Corporation's interest in any property, security, business interest or other opportunity, a Representative (or a member of his or her family) shall not acquire any property, security, business interest or opportunity for speculation or investment. In addition, no Representative may compete directly or indirectly with the Corporation.

Disclosure of and Inquiries About Conflicts

Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized. Persons other than directors and officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with, and seek a determination and prior written authorization or approval from, the Chief Executive Officer. If the Chief Executive Officer is himself or herself involved in the potential or actual conflict, the matter should instead be discussed directly with the Chief Financial Officer. Directors and officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Compensation and Corporate Governance Committee.

INTEGRITY OF BOOKS AND RECORDS AND COMPLIANCE WITH SOUND ACCOUNTING PRACTICES

Accuracy and reliability in the preparation of all business records is of critical importance to the decision making process and to the proper discharge of financial, legal and reporting obligations by the Corporation.

Preparation of Books and Records

All business records, expense accounts, invoices, bills, payroll, corporate records and other reports are to be prepared with care and honesty. Improper alteration or falsification of any business records, whether written or in electronic form, is strictly prohibited.

Financial Transactions

All financial transactions are to be properly recorded in the books of account and accounting procedures are to be supported by the necessary internal controls. The Corporation requires that its financial records be accurate and complete. These records serve as a basis for managing the Corporation's business and are crucial for meeting obligations to customers, investors and others, as well as for compliance with regulatory, tax, financial reporting and other legal requirements. All representatives have a responsibility to fairly present all information in a truthful, accurate and timely manner. All books and records of the Corporation must be available for audit purposes.

Responsibilities of Representatives

Representatives must cooperate fully with those persons (including the Chief Executive Officer and the Chief Financial Officer) responsible for preparing reports filed with the regulatory authorities and all other materials that are made available to the investing public to ensure those persons are aware in a timely manner of all information that is required to be disclosed. Representatives should also cooperate fully with the external auditor in its audits and in assisting in the preparation of financial disclosure. No Representative shall exert any influence over, coerce, mislead or in any way manipulate or attempt to manipulate the external auditor of the Corporation. No action designed to circumvent such controls and procedures will be tolerated. Representatives shall comply with all of the Corporation's system of internal controls and procedures at all times.

COMPLIANCE WITH LAWS, RULES AND REGULATIONS

All Representatives are expected to act in full accordance with all domestic and foreign laws, rules and regulations applicable to the business of the Corporation. Violation of laws, rules or regulations or compromise of the Corporation's ethical expectations could result in written reprimands or other disciplinary action, including termination and criminal or civil legal proceedings where applicable. Although not all Representatives are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the Chief Executive Officer or Chief Financial Officer.

Securities Legislation

Securities laws impose certain obligations on the Corporation regarding the disclosure of information to the investing public. Full, fair, accurate, timely and understandable disclosure in the reports and other documents that the Corporation files with, or submits to, its regulators and in the Corporation's other public communications must comply fully with the Corporation's obligations under securities laws and other applicable laws and meet expectations of the Corporation's shareholders and other members of the investment community, including requirements under the Corporation's Confidentiality, Disclosure and Trading Policy. The Corporation's ability to effectively discharge its disclosure obligations under the securities laws can be adversely affected by the premature or otherwise unauthorized disclosure of internal information relating to the Corporation. Representatives must make every effort to maintain the confidentiality of the Corporation's internal information. These efforts include securely handling and storing all sensitive documents. Representatives should not communicate any internal information to friends, family or other third parties, except as may be required in the ordinary course of business.

Trading of Securities

The Confidentiality, Disclosure and Trading Policy of the Corporation sets forth the prohibitions concerning unauthorized trades of the Corporation's securities and other guidelines that must be respected by Representatives with respect to trades of the Corporation's securities.

Designated Spokesperson

The Corporation has designated a limited number of spokespersons responsible for communication with the media, investors and analysts. The Chief Executive Officer of the Corporation and the Chief Financial Officer of the Corporation shall be the official spokespersons for the Corporation. Individuals holding these offices may, from time to time, designate others within the Corporation to speak on behalf of the Corporation or to respond to specific inquiries from the investment community or the media. Representatives who are not authorized spokespersons must not respond under any circumstances to inquiries from the investment community or the media unless specifically asked to do so by an authorized spokesperson. Except for discussions with business partners by senior management, Representatives should refrain from discussing confidential and potentially material affairs of the Corporation with third parties, unless expressly authorized to do so.

Anti-Corruption

Participation, whether directly or indirectly, in any bribes, kickbacks, improper profit-sharing arrangements, illegal gratuities or improper inducements or payments to any government official is expressly forbidden, notwithstanding that they might further the Corporation's business interests. The restrictions in this section apply to all business activities and operations of the Corporation around the world, even where such practices may be locally considered to be a way of "doing business" or necessary in a particular country in question. In addition, the Corporation and Representatives must comply with the Corruption of Foreign Public Officials Act (Canada) as well as local anti-corruption laws in the countries in which the Corporation operates.

REPORTING OF CODE VIOLATIONS

Representatives have a responsibility to promptly report any conduct or proposed conduct that they reasonably believe to be a violation of this Code. Reporting procedures and expectations of the Corporation as well as safe harbor provisions are described in the Corporation's Whistleblower Policy. If a Representative reasonably believes that a violation of the Code has or may occur, they should speak or submit a written complaint in accordance with the Corporation's Whistleblower Policy. Reported violations of this Code will be handled promptly, professionally, and with as much confidentiality as possible in accordance with the Corporation's Whistleblower Policy.

REVIEW AND WAIVER

Compliance with this Code will be monitored by the Board of Directors of the Corporation through the Compensation and Corporate Governance Committee and, where appropriate, the Board of Directors of the Corporation, acting through the Compensation and Corporate Governance Committee, will be responsible for granting any waiver of this Code. Any waiver granted hereunder to Representatives of the Corporation or a subsidiary of the Corporation will be disclosed in a press release, as well as in an applicable regulatory filing, and/or on the Corporation's website, containing the information prescribed by law.

ACKNOWLEDGEMENT OF RECEIPT AND REVIEW

I have read, understand and agree to comply with the letter and intent of this Code of Business Conduct and Ethics.

Signature

Witness (Please Print)

Date

Signature

Employee/Consultant/Advisor
(Please print)

Date