COLLABORATION, DEVELOPMENT, AND SUPPLY AGREEMENT

This Collaboration, Development, and Supply Agreement ("***Agreement***") is made as of October 30, 2020 (the "***Effective Date***") by and between:

1. Dr. Reddy's Laboratories Ltd., a corporation incorporated under the laws of India with its registered office at 8-2-337, Road No. 3, Banjara Hills, Hyderabad, Telangana 500034, INDIA ("***Dr. Reddy's***" which expression, unless repugnant to the subject or context therein, shall mean and include its permitted Affiliates, successors, and assigns);

2. G RESPONSE AID FZCO a company organized and existing under the laws of the UAE and having its registered office at Emirates Financial Tower, South Tower, Unit 704, Sheikh Zayed Road, Dubai, UAE (hereinafter referred to as "***GRA***" which expression, unless repugnant to the subject or context therein, shall mean and include its permitted Affiliates, successors, and assigns); and

3. Appili Therapeutics Inc., a corporation incorporated under the laws of the Province of Nova Scotia, Canada with its principal place of business at 21-1344 Summer Street, Halifax, Nova Scotia, Canada B3H 0A8 ("***Appili***").

Each of Dr. Reddy's, GRA, and Appili are hereinafter referred to individually as a "***Party***" and collectively as the "***Parties.***"

BACKGROUND

A. WHEREAS, Dr. Reddy's and GRA has entered into the FFTC License Agreement with FFTC pursuant to which FFTC granted to Dr. Reddy's and GRA a co-exclusive license to develop, manufacture, register, supply, and Commercialize favipiravir under its brand name "Avigan" in the United States of America, Canada and certain other territories as provided therein, for use of the Product in humans as a drug for the prevention or treatment of novel or re-emerging influenza virus infection and COVID-19;

B. WHEREAS, Appili is engaged in the development and commercialization of pharmaceutical products in the Territory and otherwise; and

C. The Parties desire to enter into this Agreement to enable Appili to support the development and commercialization of Product by Licensors in the Territory, on the terms and subject to the conditions contained herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements hereinafter set forth, the receipt and sufficiency of which is hereby irrevocably acknowledged by the Parties, intending to be legally bound, the Parties to this Agreement mutually agree as follows:

ARTICLE I
DEFINITIONS

1.1 **Definitions**. The following terms shall have the following meanings as used in this Agreement:

"***Affiliate(s)***" means, with respect to a particular Party, a person, corporation, partnership, or other entity that controls, is controlled by, or is under common control with such Party. For the purposes of this definition, the word "control" (including, with correlative meaning, the terms "controlled by" or "under the

common control with") means the actual power, either directly or indirectly, to direct or cause the direction of the management and policies of such entity, whether by the ownership of more than 50% or more of the voting stock of such entity, or by contract or otherwise.

"***Agreement***" has the meaning set forth in the preamble to this Agreement.

"***Appili***" has the meaning set forth in the preamble to this Agreement.

"***Appili Clinical Trials***" means (i) the clinical trials that are identified on Schedule A (including any modifications to such existing trials as approved by the JSC), (ii) with respect to the treatment and/or prevention of COVID-19, such other studies necessary to obtain Regulatory Approval in Canada or the United States as required by the JSC, and (iii) with respect to all other indications for the Product in the Field in the Territory such clinical trials as mutually agreed by the Parties during the Term of this Agreement.

"***Appili IND***" means Appili's IND #151755 submitted by Appili prior to the Effective Date.

"***Appili Parties***" has the meaning set forth in Section 11.1.

"***Appili Payments***" means, collectively and individually (as the context requires), Canadian Profit Sharing Payments, U.S. Profit Sharing Payments, and Rest of World Royalties, as applicable.

"***Appili Payment Date***" has the meaning set forth in Section 6.5.

"***Batch***" means a specific quantity of such Product that is intended to have uniform character and quality, within specified limits, and is produced according to a single Manufacturing order during the same cycle of Manufacture.

"***Business Day***" means any day other than Saturday, Sunday, or any statutory holiday in the Territory and/or in India.

"***Canada***" means the nation of Canada and all of its territories and possessions.

"***Canadian Profit Share Period***" has the meaning set forth in Section 6.3.

"***Canadian Profit Sharing Payment***" has the meaning set forth in Section 6.3.

"***CMC Data***" means the chemistry, manufacturing, and control data required by Law or Regulatory Authority or otherwise desirable to support Regulatory Approval for Product in the Territory.

"***Commercial Sales***" means sales of Product, including any Stockpile Sales.

"***Commercialization***" means any and all activities related to the Development, obtaining Regulatory Approval, pricing, marketing, sales, and distribution of Product, including pre-marketing advertising, educating, planning, marketing, promoting, and distributing and post-marketing safety, surveillance, and reporting. When used as a verb, "***Commercialize***" means to engage in Commercialization.

"***Commercially Reasonable Efforts***" means, with respect to Product, efforts and resources used for a product of a similar market potential at a similar stage of its product life taking into account the establishment of the product in the marketplace, the competitiveness of the marketplace, the proprietary position of the product, the regulatory status, the profitability, as well as other relevant factors and corresponding at least to the same type (quality and quantity) of channels, methods, and investments which

are used by reputable pharmaceutical companies in the marketing, promotion, and sales of products with a reasonably similar potential in the Territory.

"***Competing Product***" means favipiravir or its generic formulation for use in the Field, irrespective of form, dosage, or formulation, other than any Product that is subject to the terms and conditions of this Agreement.

"***Confidential Information***" has the meaning set forth in Section 9.1.

"***Control***" or "***Controlled***" means with respect to any (i) material, item of information, method, data, or other Know-How, or (ii) intellectual property right, the possession (whether by ownership or license, other than pursuant to this Agreement) by a Party or its Affiliates of the ability to grant to the other Party access and/or a license as provided herein under such material, item of information, method, data, or other Know-How or right without violating the terms of any agreement or other arrangement with any Third Party existing on, before, or, to the extent negotiated and executed in good faith, after the Effective Date.

"***Change of Control***" means the direct or indirect acquisition of either the majority of the voting rights of a Party, or of all, or substantially all, of the assets, of a Party by another entity in a single transaction or a series of transactions.

"***Data Package***" means with respect to a Product, the data generated for such Product (both clinical and non-clinical) and compiled for submission to the applicable Regulatory Authorities in the Territory.

"***Designated Senior Officer***" shall mean, with respect to Appili, [redacted], with respect to Dr. Reddy's, [redacted], and with respect to GRA, [redacted], or such other senior official of a Party as such Party may designate in writing to the other Parties from time to time.

"***Development***" means all activities (including activities with Regulatory Authorities) necessary to conduct the Appili Clinical Trials as described in Schedule A. When used as a verb, "***Develop***" means to engage in Development.

"***Development Data***" has the meaning set forth in Section 3.3.

"***Development Supply***" has the meaning set forth in Section 5.2.

"***Development Supply Price***" has the meaning set forth in Section 5.2.

"***Dr. Reddy's***" has the meaning set forth in the preamble to this Agreement.

"***Effective Date***" has the meaning set forth in the preamble to this Agreement.

"***Emergency Use Authorization***" means emergency use authorization pursuant to Section 564 of the FD&C Act and all Laws applicable thereto or similar authorization to Commercialize under any similar Law of any other country in the Territory.

"***FDA***" means the United States Food and Drug Administration and any successor agency thereto.

"***FD&C Act***" means the U.S. Food, Drug and Cosmetic Act, as amended and as may be amended from time to time.

"***Field***" means the prevention and/or treatment of novel or re-emerging influenza virus infection and COVID-19.

"***First Commercial Sale***" means, on a Product by Product basis, the first Commercial Sale of a Product in the applicable Field in a country in the Territory by Dr. Reddy's, GRA, their Affiliates, or their Sublicensees after receipt of Regulatory Approval (including Emergency Use Authorization) in such country in the Territory, it being understood and agreed that sales for clinical studies or other Development and compassionate use shall not constitute First Commercial Sale.

"***FFTC***" or "***FujiFilm Toyama Chemicals***" means FujiFilm Toyama Chemical Co, Ltd., a company organized and existing under the laws of Japan and with its registered office at 14-1, Kyobashi 2-chome, Chuo-ku, Tokyo 104-0031, Japan.

"***FFTC Agreement Trials***" means the clinical trials currently being run by FFTC, Dr. Reddy's and/or GRA as set forth on Schedule B.

"***FFTC License Agreement***" means the Development, Licensing, Manufacturing and Supply Agreement dated 30 June 2020 between FFTC, Dr. Reddy's and GRA.

"***GCP***" means the then-current good clinical practice standards for the design, conduct, performance, monitoring, auditing, recording analyses, and reporting of clinical trials, including those relating to clinical practice as promulgated and amended by applicable Regulatory Authorities from time to time.

"***GMP***" or "***Good Manufacturing Practice***" means the then-current regulations, standards, principles, and guidelines of good manufacturing practice as promulgated and amended by a Regulatory Authority in the Territory from time to time.

"***Governmental Authority***" means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, courts, bodies, boards, tribunals, or dispute settlement panels, or other law, rule, or regulation-making organizations or entities (a) having or purporting to have jurisdiction on behalf of any nation, state, territory, or other geographic or political subdivision of any of them, or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, quasi-judicial, legislative, policy, regulatory, or taxing authority or power.

"***GRA***" has the meaning given in the background recitals to this Agreement.

"***Health Canada***" means the Governmental Authority of Canada with responsibility for national public health and any successor agency thereto.

"***IFRS***" means the International Financial Accounting Standards issued by the International Accounting Standards Board, consistently applied.

"***IND***" means an investigational new drug application filed with the FDA.

"***Indemnified Party***" has the meaning given in Section 11.3

"***Indemnifying Party***" has the meaning given in Section 11.3

"Insurance Coverage" has the meaning given in Section 11.5.

"***IP Developments***" has the meaning set forth in Section 7.2.

"***JSC***" has the meaning set forth in Section 3.2.

"***Know-How***" means all unregistered intellectual property and all scientific, technical, manufacturing, marketing, production, sales, trade secrets, technology, and other proprietary or nonproprietary information relating to Product, including, but not limited to, (a) CMC Data, (b) preclinical and clinical data, and (c) related dossiers (including approvals and commercial data, packaging, and inserts), that is known, owned, or Controlled by Dr. Reddy's, GRA, or any of their respective Affiliates and which is reasonably necessary for the Development or Commercialization of Product in any country in the Territory.

"***Law***" or "***Laws***" means the laws, statutes, rules, codes, regulations, orders, judgments, and/or ordinances of a Governmental Authority, as any of the foregoing may be amended from time to time, and shall include directives, regulations, promulgations, guidance and guidelines promulgated thereunder by Governmental Authority/ies having jurisdiction over or related to the Development, registration, approval, Manufacture, Commercialization, and use of Product in the Territory, as may be in effect from time to time.

"***Licensor Parties***" means Dr. Reddy's, GRA, and their respective Affiliates, directors, officers, and employees.

"***Licensors***" or "***Licensor***" means both Dr. Reddy's and GRA; *provided, however*, that (a) the words "either Licensor" shall mean either Dr. Reddy's or GRA (and not both) and (b) "each Licensor" shall mean each of Dr. Reddy's and GRA.

"***Loss***" has the meaning set forth in Section 11.3.

"***Losses of Appili***" has the meaning set forth in Section 11.1.

"***Losses of Licensors***" has the meaning set forth in Section 11.2.

"***Manufacture***" means all activities related to the manufacturing of Product, as applicable, including, but not limited to, manufacturing supplies for Development, manufacturing supplies for commercial sale, packaging, quality control, storage, and in-process and finished Product testing.

"***Marketing Authorization***" means the marketing authorization, including Emergency Use Authorization, issued by a Governmental Authority for Product in the Field in a country in the Territory.

"***Net Profits***" means, with respect to any period, the amount equal to *(x)* the Net Sales of Product in Canada or the United States (as applicable) for such period, *minus (y)* the sum of (1) the amount of the royalty payment with respect to sales of such Product during such period that is payable by Licensor to FFTC pursuant to the FFTC License Agreement, (2) and the cost of Manufacturing of such goods or cost of purchase if the goods are purchased from a third party manufacturer (3) the total costs of shipping supplies, delivery charges, sales commissions, marketing, distribution, and other direct costs incurred in connection with the sale of such Product (but only to the extent any such amounts are not included in Net Sales), and (4) such other costs that are reasonably attributable to the Commercial Sale of such Product in accordance with IFRS (but only to the extent any such amounts are not included in Net Sales).

"***Net Sales***" shall mean the actual gross amounts invoiced by Licensor or their respective Affiliates on all of their Commercial Sales of the Product (including, but not limited to, hospital sales, mail orders, retail sales, and other sales to governmental entities, wholesalers, and medical institutions), in the Territory to Third Parties, less deductions actually allowed or accrued in accordance with IFRS for:

[Redacted. Confidential information]

Net Sales with respect to sales of the Product that are not made on an arm's length basis or that are made for consideration other than cash shall be calculated based on the average per-unit Net Sales of the Product without regard to such non-arm's length or non-cash sales.

"***Party***" or "***Parties***" has the meaning set forth in the preamble to this Agreement.

"***Patent***" means any and all patents, including all current and future patent applications, divisional patents, re-examined patents, and reissued patents owned or Controlled by or licensed co-exclusively to Dr. Reddy's or GRA by FFTC as listed in Schedule C or resulting from the performance under the FFTC License Agreement or this Agreement.

"***Payment Statements***" has the meaning set forth in Section 6.5.

"***Person***" means any individual, corporation, company, partnership, trust, limited liability company, association, firm, unincorporated organization, or other business entity.

"***Product***" means favipiravir 200 mg tablets branded "AVIGAN" in Japan as further described in Schedule D and, subject to the provisions of this Agreement, any derivative, modification, reformulation, improvement, or alteration thereof developed by the Parties and/or any permitted Sublicensee or that results from practicing or using the Patent and/or Know-How in the Field.

"***Product IP***" means the intellectual property rights related to Product (including the Patent and Know-How) in the Field that belong to FFTC and are licensed to Dr. Reddy's and GRA under FFTC Agreement.

"***Regulatory Activities***" means all activities reasonably required in connection with obtaining or maintain Regulatory Approval.

"***Regulatory Approval***" means any and all approvals and regulatory authorizations by any Regulatory Authority (including, without limitation, FDA and Health Canada), including a Marketing Authorization on an application filed with respect to Product that are necessary for the importation, marketing, use, distribution, promotion, and sale of Product on a commercial basis in the Field within any country in the Territory.

"***Regulatory Authority***" means any applicable Governmental Authority body or other agency responsible for granting Regulatory Approval in any country in the Territory.

"***Representatives***" has the meaning set forth in Section 9.2.

"***Required Collaboration Agreement***" has the meaning set forth in Section 2.4.

"***Rest of World Royalties***" has the meaning set forth in Section 6.4.

"***Right of Reference or Use***" has the meaning set forth in 21 CFR §314.3(b) with respect to the United States, and any provisions of Law similar thereto of any other country in the Territory.

"***Stockpile Sale***" means the sale of Product to a Governmental Authority in the Territory for the purpose of stockpiling a quantity of Product in preparation for an outbreak of a disease covered by the Field and not for the purpose of satisfying seasonal demand for Product in the ordinary course.

"***Sublicense***" means either (a) a sublicense duly granted by either Licensor in respect to the rights granted under the FFTC Agreement or (b) a duly granted sublicense (or sub-license) by a Party of such Party's rights under this Agreement in each case, whether in whole or in part, to any Affiliate or Third Party of such Party. When

used herein, a Party's "***Sublicensee***" shall refer to the Affiliate or Third Party that is a party to a Sublicense of such Party.

"***Tax***" or "***Taxes***" means any form of tax or taxation, levy, duty, charge, social security charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge, or interest) imposed by, or payable to, any Governmental Authority anywhere in the world, including without limitation any value added tax or any form of consumption tax levied by a relevant tax authority, as well as all other forms of consumption taxes levied by the relevant tax authority on the purchase of a good or a service, including but not limited to sales tax and good and service tax.

"***Term***" means, on a Marketing Authorization by Marketing Authorization basis, the period commencing on the Effective Date and continuing for a period of [redacted] following the date of First Commercial Sale pursuant to a Marketing Authorization. For clarity, unless otherwise expressly provided herein, the expiration of a Term with respect to a particular Marketing Authorization shall not affect a Term with respect to any other Marketing Authorization, which will remain in effect until the expiration of such Term(s), and unless otherwise expressly provided herein this Agreement shall continue to apply until the expiration of the last Marketing Authorization obtained.

"***Termination Sections***" has the meaning set forth in Section 12.3.

"***Territory***" means, collectively, Canada, the United States, and any other country mutually agreed by the Parties.

"***Third Party***" shall mean any Person other than the Parties and their Affiliates.

"***United States***" means the United States of America and all of its territories and possessions.

"***U.S. Profit Share Period***" has the meaning set forth in Section 6.2.

"***U.S. Profit Sharing Payment***" has the meaning set forth in Section 6.2.

ARTICLE II
GRANT OF LICENSE RIGHTS

2.1 License Grant for Development. Subject to the terms and conditions of this Agreement, Dr. Reddy's and GRA each hereby grant to Appili, and Appili hereby accepts, the exclusive, non-assignable, non-transferrable sublicense, with the limited right to grant further sublicenses in accordance with Section 2.2, under the Patent and Know-How, to engage in Development of Product in the Field for the Territory.

2.2 Subcontracting by Appili. Appili may cause some of its obligations under this Agreement to be performed through Third Party subcontractors upon prior written approval by Dr. Reddy's or GRA, which approval shall not be unreasonably withheld, conditioned, or delayed. Appili shall ensure that each of such subcontractors accepts and complies with all of the terms and conditions of this Agreement as if such subcontractors were a party to this Agreement. Subject to the limitations contained in this Agreement, Appili shall be liable and responsible to the Licensors for any acts or omissions of Appili's subcontractors, including, but not limited to, a breach of this Agreement by such subcontractors.

2.3 Liability for Affiliates. Each Party shall remain responsible for the performance of such Party's obligations under this Agreement by its Affiliates and shall cause its Affiliates to comply with the provisions of this Agreement in connection with such performance. Each Party hereby expressly waives any requirement that the other Party exhaust any right, power, or remedy, or proceed against an Affiliate, for any obligation or performance hereunder prior to proceeding directly against such Party. Wherever in this Agreement the Parties delegate responsibility to Affiliates, the Parties agree that such Persons may not make

decisions inconsistent with this Agreement, amend the terms of this Agreement, or act contrary to its terms in any way.

2.4 Non-Compete.

(a) General. From and after the Effective Date and until the termination of this Agreement: (i) Appili shall not, by itself or through its Affiliates or a Third Party, Develop, Commercialize, or supply, directly or indirectly, any Competing Product in the Territory or, except in furtherance of the transactions contemplated by this Agreement, acquire, own an interest in, manage, operate, join, control, or lend money or render financial or other assistance to, participate in, or be connected with any Person that is engaging in any of the foregoing; and (ii) subject to Section 2.4(b), each of Dr. Reddy's and GRA shall not, by itself or through its Affiliates or a Third Party, Develop, Commercialize, Manufacture, or supply, directly or indirectly, any Competing Product in the Territory or acquire, own an interest in, manage, operate, join, control, lend money or render financial or other assistance to, participate in, or be connected with any Third Party that is engaging in any of the foregoing.

(b) Permitted Collaboration. Nothing in Section 2.4(a) or any other provision of this Agreement to the contrary shall prohibit Dr. Reddy's, GRA, or their respective Affiliates from entering into a partnership, cross-licensing, data pooling, or other collaborative Development agreement (a "***Required Collaboration Agreement***") with one or more Third Parties that is engaged in Development of a Competing Product if, in Licensors' reasonable discretion, such agreement is reasonably necessary to obtain Regulatory Approval for the Product for the treatment and/or prevention of COVID-19, including, but not limited to, Emergency Use Authorization. Appili shall not be obligated to undertake any Development activities under a Required Collaboration Agreement to the extent such activities are not already required under this Agreement.

(c) Acknowledgement. The Parties acknowledge that the restrictions contained in this Section 2.4 are reasonable, are necessary to protect the legitimate business interests of each Party, and constitute a material inducement to each Party to enter into this Agreement and consummate the transactions contemplated by this Agreement.

2.5 No Implied License. Except as expressly provided in this Agreement, neither Party grants to the other Party any right or license in any intellectual property right, whether by implication, estoppel, course of conduct, or otherwise. No implied licenses or other rights are granted under this Agreement.

ARTICLE III
DEVELOPMENT AND DATA SHARING

3.1 Development Overview.

(a) Canada. Appili shall, subject to oversight and feedback of the JSC as provided in Section 3.2, at Appili's cost except as otherwise specifically provided herein, design, sponsor, and conduct the Appili Clinical Trials and conduct such other Development activities in support of obtaining Regulatory Approval for the treatment and prevention of COVID-19 in Canada as may be reasonably directed by the JSC. For all other indications in the Field in Canada, Appili will conduct such Development activities, if any, only as may be agreed by the Parties.

(b) United States. Appili shall, subject to oversight and feedback of the JSC as provided in Section 3.2, at Appili's cost except as otherwise specifically provided herein, design, sponsor, and conduct the Appili Clinical Trials and conduct such other Development activities in support of obtaining Regulatory Approval for the treatment and prevention of COVID-19 in the United States as may be reasonably directed by the JSC. Without limiting the generality of the forgoing, once the protocol has been agreed by the Parties, Appili will work with Licensor to amend or otherwise modify the Appili IND to enable it to conduct the

Appili Clinical Trials generally described (including the treatment setting) on Schedule A. For all other indications in the Field in the United States, Appili will conduct such Development activities, if any, only as may be agreed by the Parties.

(c) Appili Responsibilities. Appili shall carry out all such Development activities under this Agreement in accordance with GCP. Appili shall post all information regarding any clinical trial with respect to the Appili Clinical Trials to such registry as required by applicable Law in the Territory. For clarity, Appili shall have no obligation to sponsor or conduct any FFTC Agreement Trial.

(d) Modifications. In furtherance of the Development activities to be performed by Appili hereunder, Appili shall perform such Development activities in accordance with any commercially reasonable requirements of Dr. Reddy's and GRA that they may impose including, but not limited to, modifying Development activities of Product in the Territory that may be suggested by a Regulatory Authority in connection with the authorization to proceed with such activities. Additionally, if Appili determines that it is necessary to modify or change any Development activities related to the Product as described in this Agreement or previously approved by the JSC, if not delegated to the JSC, it shall first obtain written consent of Dr. Reddy's and GRA, which consent shall not be unreasonably withheld, conditioned or delayed. In the case of any disagreement between the Parties in relation to the necessity of or compliance with any such determination or requirements, such dispute will be resolved as if it were a dispute at the JSC. In addition to above, Dr. Reddy's and GRA shall, if not delegated to the JSC, have the (i) right to propose study design and clinical endpoints in line with overall clinical strategy/Development activities, (ii) right to propose study/Development activities prioritization, and (iii) right to clinical oversight of Development activities.

3.2 Joint Steering Committee.

(a) General. Promptly following the Effective Date, the Parties shall establish a specialized joint steering committee (the "***JSC***") to oversee the Parties' collaboration under this Agreement and to facilitate communications between the Parties with respect to the Development of Product under this Agreement. The purpose of the JSC shall be to, in accordance with the provisions of this Article III: (i) review and approve the overall development strategy in the Territory; (ii) facilitate the management and implementation of the Parties' Development activities hereunder in the Territory; and (iii) coordinate and harmonize the Development activities hereunder with the global Product strategy under the FFTC License Agreement.

(b) JSC Responsibilities. In addition to the general responsibilities described in Section 3.2(a), the JSC shall specifically: (i) oversee the Development of Product in the Territory, including monitoring the progress of Appili Clinical Trials; (ii) manage the flow of information with respect to Development of Product in the Territory; (iii) provide a forum for consensual decision making; (iv) review and finalize each Data Package in the Territory; and (v) amend any filings with any Regulatory Authority, as necessary.

(c) Global Strategy. The Parties acknowledge the existence of a steering committee for global Product strategy in connection with the FFTC License Agreement. The Parties further acknowledge and agree that (i) the JSC is established hereunder in order to facilitate collaboration between the Parties as contemplated under this Agreement, and (ii) the JSC will coordinate as necessary or appropriate with the global steering committee.

(d) JSC Membership. The JSC shall hold meetings at such times as it elects to do so, but no less frequently than monthly, in person or by means of telecommunication (telephone, video, or web conferences). Other employees of each Party or any of its Affiliates involved in the Development activities hereunder may attend meetings of the JSC as nonvoting participants, and, with the consent of each Party, consultants, representatives, or advisors involved in such Development may attend meetings of such Committee as nonvoting observers; *provided*, *however*, that all Third Party representatives must be subject

to obligations of confidentiality and non-use applicable to the Confidential Information of each Party and that are at least as stringent as those set forth in this Agreement. Each Party shall be responsible for all of its own expenses of participating in a meeting. No meeting of the JSC shall be held or be valid without at least one member of each Party being present at such meeting.

(e) Decision-Making / Dispute Resolution.

(i) The JSC will take action by unanimous vote with each Party having a single vote, irrespective of the number of representatives actually in attendance at a meeting, or by a written resolution signed by all of the designated representatives of each of the Parties. If the JSC is unable to reach unanimous consent on a particular matter, then either Party may provide written notice of such dispute to the Designated Senior Officer of the other Party. The Designated Senior Officers of each Party use their good faith efforts to resolve the dispute. In the event of a dispute in the JSC that cannot be resolved by the Designated Senior Officers, then such dispute shall be resolved as set forth in the following Section 3.2(e)(ii).

(ii) ***[Redacted. Confidential information]***

(f) Limitations. The JSC shall not be a substitute for the rights of the Parties. Without limiting the generality of the foregoing, the JSC shall not have any power to amend this Agreement.

3.3 Reporting and Data Sharing.

(a) Development Data. Each Party shall provide to the other Party copies of all substantive or material information with respect to Development activities conducted in connection with this Agreement that is generated or compiled by such Party with respect to the Product, including preclinical and clinical data, and all information and data filed with any Regulatory Authority with respect to the Product, as soon as reasonably practicable after such information, data, or results become available or compiled, including any drafts and final versions of any study reports (the "***Development Data***"). Each Party shall own its Development Data shall be and remain its Confidential Information, subject to the licenses granted in this Agreement.

(b) Additional Data. Each Party shall provide to the other Party any and all preclinical and clinical data (including CMC Data and related dossiers) related to the Product (i) in its possession as of the Effective Date and (ii) as may be obtained by such Party outside of this Agreement (including in connection with Development activities in support of obtaining any Regulatory Approval outside the Territory, including, in the case of Dr. Reddy's or GRA, to the extent it has a license to the same, the foregoing resulting from the FFTC Agreement Trials) during the Term for purposes of supporting the other Party's obligations with respect to Development and/or Commercialization of the Product under this Agreement.

3.4 Rights of Reference. Subject to the terms and conditions of this Agreement including Section 6.4, Appili hereby grants to each of Dr. Reddy's and GRA a perpetual Right of Reference or Use with respect to all Development Data and other data and information provided to Dr. Reddy's by Appili pursuant to Section 3.3 related to the Product that is held or Controlled by Appili for purposes of supporting Licensors' receipt of Regulatory Approval and Commercialization activities inside the Territory and outside the Territory.

3.5 Assignment of Appili IND. Within a reasonable period after written notification from Licensors that Licensors (or their respective designated Affiliate) are able to assume all clinical, regulatory, and safety obligations of sponsorship of the Appili IND in accordance with applicable Law, Appili and each Licensor shall take all actions necessary under applicable Law to assign sponsorship of the Appili IND (and all associated filings, records, and data regarding the Appili IND) to the Licensors (or their respective

designated Affiliate), and subject to receipt of any applicable approvals or acknowledgment from the FDA, thereafter the Licensors or their respective Affiliates (or an entity owned and controlled by such Licensors or their respective Affiliates) shall thereupon become the sponsor of the Appili IND. Prior to the transfer of the Appili IND to Licensors, as contemplated in this Section 3.5, Appili shall not cancel or withdraw the Appili IND.

3.6 Assistance.

(a) General. Subject to the provisions of this Article III, each Party agrees to provide the other Party or Parties (as applicable) with all reasonable assistance in a timely manner and use Commercially Reasonable Efforts to take all actions reasonably requested by the other Party (i) that are necessary or desirable to enable the other Party or Parties to comply with any Law applicable to Product to obtain any Regulatory Approvals for such Product for which Development activities are or will be conducted, or (ii) in connection with participating in any governmental program in the Territory that does or may support the acceleration of Development of Product for the treatment and prevention of COVID-19 or other indications for which Development activities may be undertaken hereunder.

(b) Assistance. Without limiting the generality of Section 3.6(a), Dr. Reddy's and/or GRA shall (i) grant Appili any sub-license to such technology, Know-How, and other applicable data with respect to Product owned or Controlled by Dr. Reddy's or GRA , and (ii) be available to consult with and advise Appili with respect to such technology, Know-How, and other data with respect to Product owned or Controlled by Dr. Reddy's, each as reasonably required for Appili to complete Development activities conducted under this Agreement in support of the Licensors receipt of Regulatory Approval of Product in the Territory.

ARTICLE IV
REGULATORY MATTERS

4.1 Regulatory Approvals, Etc. Dr. Reddy's and GRA shall be responsible for all actions and costs required to obtain and maintain a Regulatory Approval for and otherwise related to the Commercialization of a Product in the Field in the Territory. Without limiting the generality of the foregoing, Dr. Reddy's and GRA shall at their cost and expense (i) be responsible to communicate all and file reports for applicable pricing regulations and guidelines; (ii) ensure compliance with any pricing regulations under applicable Laws in the Territory; (iii) be responsible to conduct pharmacovigilance regarding all Product for which Regulatory Approval has been received and which is being Commercialized in the Territory, including the processing of information related to any adverse events, including information regarding such adverse events received from Third Parties in accordance with applicable Laws; and (iv) determine whether to initiate any recall or withdrawal of Product (including its scope) and take all actions necessary to conduct the same. At the request of Appili from time to time, Dr. Reddy's and/or GRA will provide Appili with reasonable updates regarding any or all of the above activities and matters.

4.2 Communication with Regulatory Authorities in the Territory. Each Party shall promptly provide the other Party with copies of any and all material written or electronic correspondence received from any Regulatory Authorities (or any other sources) relating to Product. Each Party shall promptly inform the other Party of any notification of any action by, or notification or other information which it receives from, any Governmental Authority (together with copies of correspondence related thereto), which (a) raises any material concerns regarding the safety or efficacy of Product, or (b) indicates or suggests a potential material liability for either Party to Third Parties arising in connection with Product.

4.3 Restrictions on Off-Label Promotion. Dr. Reddy's and GRA and their permitted Sublicensees, distributors, and/or other Third Parties that sell or supply Product in the Territory as a result of an arrangement with Dr. Reddy's and/or GRA hereunder shall not promote the use of Product in the Territory for uses outside of the applicable Regulatory Approval. Appili shall take appropriate and reasonable action

with respect to each of such Third Parties in an effort to ensure that there is no off-label use being promoted in the Territory for Product outside such Regulatory Approval and, promptly upon notification that any of such Third Party is promoting off-label use of Product, take prompt and reasonable action in a good faith effort to discontinue, prevent, and preclude any and all of such off-label promotion activities.

ARTICLE V
MANUFACTURE AND SUPPLY

5.1 Manufacture of Product.

(a) Manufacture. Dr. Reddy's shall, at Dr. Reddy's cost, Manufacture or procure the Product from FFTC and supply all requirements of Product and placebo for Development activities in the Territory to be performed by Appili in accordance with and subject to this Article V.

(b) Standards and Processes. In Manufacturing Product (including all materials sourced in producing the same), Dr. Reddy's agrees to adhere to all quality standards and processes (i) required by any Law applicable to the Manufacture of the same, (ii) in accordance with GMP, and/or (iii) as otherwise may be mutually agreed to in writing by the Parties. Without limiting the foregoing, Dr. Reddy's agrees to prepare, deliver to any applicable Governmental Authority wherever required, and maintain all documents, certifications, and other items required by applicable Law, Governmental Authority, or GMP in connection with the Manufacture of Product.

(c) Documentation. Dr. Reddy's shall maintain complete and accurate documentation of all validation data, stability testing data, Batch records, quality control, and laboratory testing, and any other data required under GMP, applicable Laws, and other requirements of any relevant Governmental Authority in connection with the performance of any Manufacturing activities hereunder. Dr. Reddy's shall provide Appili with access to such documentation promptly upon Appili's request.

5.2 Development Supply.

(a) Dr. Reddy's shall supply all Product and all placebo in such quantities as required by Appili for purposes of conducting Development activities (including all clinical trials) in support of obtaining Regulatory Approval in the Territory (the "***Development Supply***"). The Development Supply, or any portion thereof, shall be delivered to Appili in one or more installments within 30 days of receipt of written or electronic request from Appili in such quantity and to such location as designated by Appili, DDP (as defined in the Incoterms 2020).

(b) Appili shall purchase the Development Supply to be used only for Appili Clinical Trials at a supply price equal to (i) Dr. Reddy's' cost to Manufacture such Product or placebo (as applicable) plus (ii) a markup of [redacted] of cost of Manufacture, plus (iii) applicable freight costs and duties (the "***Development Supply Price***"). The Development Supply Price shall be paid by Appili within 60 calendar days after receipt of the Development Supply and accompanying invoice.

ARTICLE VI
COMMERCIALIZATION; PAYMENTS AND ROYALTIES

6.1 Commercialization. Licensors shall be responsible for Commercialization of Product in the Territory. Licensors shall use (and shall cause any Sublicensee to use) Commercially Reasonable Efforts to Commercialize Product in a country in the Territory following receipt of Regulatory Approval with respect to such Product in the country. Licensors shall hold and maintain the Marketing Authorization and other licenses and permits required for the Commercialization of Product in the Territory in the Field and, upon request, shall provide Appili copies of such licenses and permits.

6.2 **U.S. Profit Share Payments**. In consideration of the rights and licenses granted under this Agreement, beginning on each date of First Commercial Sale of a Product in the United States and continuing for a period of [redacted] thereafter (the "***U.S. Profit Share Period***") each Licensor shall pay to Appili quarterly profit-sharing payments equal to [redacted] of Net Profits for such Product resulting from Commercial Sales by such Licensor in the United States ("***U.S. Profit Sharing Payments***"). For purposes of calculating U.S. Profit Sharing Payments, in the event a Sublicense is granted by a Licensor for Commercialisation of the Product in the United States, such Licensor shall be responsible for paying U.S. Profit Sharing Payments to Appili with respect to all sales by such Sublicensee as if sales by the Sublicensee were sales by such Licensor.

6.3 **Canadian Profit Share Payments**. In consideration of the rights and licenses granted under this Agreement, beginning on the date of each First Commercial Sale of a Product in Canada and continuing for a period of [redacted] thereafter (the "***Canadian Profit Share Period***") each Licensor shall pay quarterly profit-sharing payments equal to [redacted] of Net Profits for such Product resulting from Commercial Sales by such Licensor in Canada ("***Canadian Profit Sharing Payments***"). For purposes of calculating Canadian Profit Sharing Payments, in the event a Sublicense is granted by a Licensor under this Agreement for Commercialisation of the Product in Canada, such Licensor shall be responsible for paying Canadian Profit Sharing Payments to Appili with respect to all sales by such Sublicensee as if sales by the Sublicensee were sales by such Licensor.

6.4 **Rest of World Royalties**. In the event a Licensor (or its or their Affiliates or permitted Sublicensee) obtains any regulatory approval with respect to Product in any country in Europe, Central America, or South America with the use of the Right of Reference or Use granted by Appili under Section 3.4 (including use of any Development Data or other preclinical and clinical data related Product that was generated or compiled by Appili), beginning on the date of each first Commercial Sale of a Product in such country and continuing for a period of [redacted] thereafter, such Licensor shall pay to Appili quarterly royalty payments equal to [redacted] of Net Sales of Product in such country (the "***Rest of World Royalties***"). For purposes of calculating Rest of World Royalties, in the event a Sublicense is granted by a Licensor under this Agreement for Commercialisation of the Product in Europe, Central America, or South America, such Licensor shall be responsible for paying Rest of World Royalties to Appili with respect to all sales by the Sublicensee as if sales by the Sublicensee were sales by Licensors.

6.5 **Appili Payment Date; Payment Statements**. Licensors shall issue a statement of Profit and Royalty payable within [redacted] of each quarter. Once Appili accepts the statement it shall raise the invoice and all undisputed Appili Payments owed to Appili pursuant to this Article VI are due and payable within [redacted] from date of such invoice (each, an "***Appili Payment Date***"). On each Appili Payment Date, Licensors will also deliver to Appili written reports detailing the determination of the applicable Appili Payment(s) ("***Payment Statements***"). Payment Statements must be certified accurate and correct by a senior financial officer of Licensors, and must include the following information, with the requested documentation supporting the Appili Payment(s), for the period up to the Appili Payment Date or since the last Appili Payment Date: (a) Net Sales of Product in each country in the Territory or otherwise for which Rest of World Royalties are to be paid; (b) components of Net Sales of Product and Net Profits of Product (with respect to Canada and the United States) in each country; and (c) a calculation of the Appili Payments due to Appili;. With respect to components of Net Profits determined or Commercial Sales invoiced in a currency other than U.S. dollars, Net Sales shall be converted using Bloomberg quarter end exchange rates.

6.6 **Taxes**. In addition to the amounts owed to Appili, Licensor or its Sublicensees, as applicable, shall collect and pay any and all applicable Taxes including but not limited to any withholding Taxes that Licensor or its Sublicensees are required by applicable Law to collect and/or pay on Commercial Sales of Product to Third Parties. Appili shall be responsible for and shall pay its own share of any and all Taxes on net income that Appili is required to pay under applicable Law in connection with the receipt of amounts paid under

this Agreement. All payments shall be subject to the withholding taxes as may be required under applicable Laws.

6.7 Records. Licensor shall (and shall require permitted Sublicensees to): (a) keep accurate, detailed, and complete records in accordance with IFRS, at its expense, which shall be retained and available at its principal place of business in respect of Product, Net Sales, and all Appili Payments; and (b) keep all such records intact during the Agreement and continuing for a period of not less than 7 years after the termination or expiration of this Agreement.

6.8 Audit Rights. Upon 60 days' prior written notice to Licensor, and once per calendar year Licensor shall make all relevant records relating to payments required under this Agreement available at its premises during normal business hours, upon reasonable notice, and permit Appili, its authorized representatives, and an independent Third Party certified public accounting firm selected by Appili and acceptable to Licensor to audit, such records in order to verify the accuracy of any expenses shared or paid under this Agreement or the calculation of Net Sales, Net Profit, and/or amounts of any Appili Payment paid under this Agreement for any calendar year. In such circumstances, Licensor shall afford all facilities and cooperation to Appili and its representatives and furnish all information necessary to the understanding of such records. Licensor shall pay any shortfall in Appili Payments identified by Appili's audit within 60 days from the accountant's report without any interest. If such audit reveals that payments made to Appili are less than [redacted] of the amount that should have been paid, Licensor shall, in addition to paying such shortfall, reimburse Appili's costs of the audit which becomes a debt due immediately. The rights granted herein shall survive the termination or expiration of this Agreement for a period of 3 years.

6.9 Payment Method. All amounts due to a Party under this Agreement will be payable in United States dollars by wire transfer of immediately available funds to an account designated by the receiving Party. If by applicable Laws or fiscal policy of a particular country, conversion into United States dollars or transfer of funds of a convertible currency to the United States is restricted or forbidden, amounts shall be paid to the receiving Party in the local currency by deposit in a local bank designated by such Party for such deposit, unless the Parties agree otherwise.

ARTICLE VII
INTELLECTUAL PROPERTY RIGHTS

7.1 General Principle. All intellectual property rights Controlled by Licensors or its or their Affiliates which pertain to Product, are, and shall at all times remain, the exclusive property of Licensors or its or their respective Affiliates or its or their licensors, as the case may be, and neither Appili nor any Party claiming through it, nor any other Person shall be entitled to or acquire any ownership, or title to, or interest in, the same.

7.2 Independent Developments. Any and all intellectual property developed solely by a Party prior to the expiration or earlier termination of this Agreement, whether by or for itself or any of its Affiliates, relating to the subject matter of this Agreement ("***IP Developments***") shall be the sole and exclusive property of such Party, subject to the licenses granted hereunder. To the extent any IP Developments are made by Appili, subject to the terms and conditions of this Agreement, Appili hereby grants to each Licensor [redacted] and all intellectual property rights in and to such IP Developments to Commercialize the Product or to use such IP Developments for any other purpose related to the Product in the Field.

7.3 Joint Developments. Any and all intellectual property developed jointly by the Parties (including by Affiliates of the Parties) from and after the Effective Date and prior to the expiration or earlier termination of this Agreement relating to the subject matter of this Agreement, shall, subject to the provisions of this Agreement, [redacted]

7.4 **Prosecution of Intellectual Property Rights Covering the Product**. Dr. Reddy's and GRA shall be responsible for, and make all decisions concerning, patent prosecution activities and pay for all patent prosecution costs for Product in the Field in the Territory. Dr. Reddy's and GRA shall conduct and have logistical control over the prosecution and issuance of its intellectual property; *provided*, *however*, that Dr. Reddy's and GRA shall have no obligation to prosecute or maintain any intellectual property rights that are not the Product IP or otherwise relate to the Product.

7.5 **No Contest**. Appili agrees not to contest the validity of the Patents licensed hereunder until the expiration or termination of the last Term, either directly or indirectly by assisting other parties.

ARTICLE VIII
COMPLIANCE

8.1 **Compliance with Law**. Each Party undertakes to comply, and to cause its Affiliates and permitted Sublicensees to comply, with all applicable Laws, GMP, GCP, and Regulatory Approvals in performing its obligations and exercising its rights under this Agreement.

8.2 **Anti-Bribery/Anti-Corruption**. Without limiting the generality of Section 9.1, in performing this Agreement, a Party and its employees and agents (a) shall not offer to make, make, promise, authorize, or accept any payment or giving anything of value, including but not limited to bribes, either directly or indirectly to any public official, Governmental Authority, or anyone else for the purpose of influencing, inducing, or rewarding any act, omission, or decision in order to secure an improper advantage, or obtain or retain business, and (b) shall comply with all applicable anti-corruption and anti-bribery Laws including, but not limited to, FCPA and the UK Bribery Act, as applicable.

8.3 **Company Assistance; Notice of Government Inspection**. Each Party shall promptly comply with any request for information and assistance to ensure, audit, and confirm compliance with applicable Laws. Each Party shall immediately notify the other Party upon becoming aware of any governmental or regulatory review, audit, or inspection of items related to Product or any other activities in connection with this Agreement.

ARTICLE IX
CONFIDENTIALITY

9.1 **Confidential Information**. For the purposes of this Agreement, the term "***Confidential Information***" shall mean any and all information of a Party hereto that may be exchanged between the Parties at any time and from time to time before and during this Agreement in relation to the subject matter covered by this Agreement. Confidential Information as defined herein shall in particular be deemed to include all notes, analyses, compilations, studies, interpretations, or other documents, whether in tangible form or on electronic or other data storage media, prepared by the receiving Party and its Representatives which contain, reflect, or are based on, in whole or in part, Confidential Information furnished to the receiving Party or its Representatives by the disclosing Party or its Representatives hereunder. Without limiting the generality of the foregoing, Confidential Information shall specifically include the registration dossier, testing methods, research, laboratory and clinical results and data, Know-How, trade secrets, business forecasts, and procurement requirements for Product. Furthermore, the Parties agree that (i) the terms of this Agreement shall be considered the Confidential Information of both Parties, and (ii) the existence of this Agreement shall be considered Confidential Information of both Parties subject to Section 9.5.

9.2 **Duties of Confidentiality and Restricted Use**. From and after the Effective Date and until the expiration or earlier termination of this Agreement, and for a period of 5 years thereafter, each Party hereto will maintain in strict confidence all Confidential Information disclosed to it by the other Party and make

no use of Confidential Information except for the purposes of this Agreement; *provided*, *however*, that any trade secret information of a Party shall be maintained in strict confidence for as long as such information remains a trade secret of such Party. Neither Party shall use, disclose, or grant use of such other Party's Confidential Information except as required under this Agreement. To the extent that disclosure is authorized by this Agreement, the disclosing Party shall place its employees, agents, consultants, Affiliates, subcontractors, and Sublicensees (collectively, the "***Representatives***") to whom disclosure is to be made under the same written obligations of confidentiality and restricted use as are contained herein. Each Party shall promptly notify the other upon discovery of any unauthorized use or disclosure of Confidential Information by it or its Representatives.

9.3 Exceptions. Confidential Information shall be deemed not to include any information which the receiving Party can prove by credible and pre-dated or contemporaneously-dated written records:

(a) was already known to the receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the disclosing Party;

(b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the receiving Party;

(c) becomes generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission of the receiving Party in breach of this Agreement;

(d) was disclosed to the receiving Party, other than under an obligation of confidentiality, by a Third Party who had no obligation to the disclosing Party not to disclose such information; or

(e) was independently developed by the receiving Party without reference to, use of, or reliance on the disclosure by the other Party.

9.4 Disclosure Required by Law. The receiving Party may disclose Confidential Information belonging to the disclosing Party to the extent (and only to the extent) such disclosure is reasonably necessary to comply with applicable Laws, court order, or requests of Regulatory Authorities, if in the reasonable opinion of the receiving Party's legal counsel, such disclosure is necessary for such compliance. To the extent reasonably possible, the receiving Party shall notify the disclosing Party of the receiving Party's intent to make such disclosure sufficiently prior to making such disclosure so as to allow the disclosing Party time to apply for an appropriate protective order it may deem appropriate to protect the confidentiality of the information. The receiving Party will fully cooperate (at the disclosing Party's expense) in connection with the disclosing Party's efforts to obtain any such order or other remedy. The receiving Party shall disclose only that portion of the Confidential Information that it is legally required to disclose. If and whenever any Confidential Information is disclosed in accordance with this Section 10.4, such disclosure shall not cause any such information to cease to be Confidential Information.

9.5 Public Announcements. No Party shall originate any publicity, news release, or public announcement relating to this Agreement, whether to the press, stockholders, or otherwise, without the prior written consent of the other Party, except for (i) such announcements which are required by Law or applicable stock exchange rules in which event such Party shall give the other Party a reasonable opportunity to review the form and content of such announcement prior to its scheduled release, and (ii) announcements by Appili, upon Licensor's (or its Affiliate's) receipt of regulatory approval for Product in a country in Europe, Central America, or South America, that Appili has partnered with Licensor in the Development activities in support of such regulatory approval may be made with prior written consent of Licensor, which consent shall not be unreasonably withheld, conditioned, or delayed; *provided*, *however*, that any announcement by Appili pursuant to Section 9.5(ii) shall only be released after (a) consultation and coordination with Licensors as to any announcement planned by Licensors in respect of the relevant matter, and (b) Licensors' approval of

the content of any such Appili announcement, which approval shall not be unreasonably withheld, conditioned, or delayed.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

10.1 Mutual Representations and Warranties. Each of Licensor and Appili hereby represents and warrants to the other that as of the Effective Date:

(a) it is duly organized and validly existing under the Laws of its jurisdiction of incorporation;

(b) it has legal power, authority, and right to enter into this Agreement and perform its obligations hereunder;

(c) the execution and performance by it of its obligations hereunder will not constitute a breach of, or conflict with, its organizational documents nor any other material agreement or arrangement, whether written or oral, by which it is bound;

(d) it has taken all corporate action necessary to enter into and perform this Agreement, and that this Agreement has been duly authorized, executed, and delivered by that Party;

(e) this Agreement is a valid, binding, and legally enforceable obligation of that Party;

(f) no broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee in connection with this Agreement or the transactions contemplated hereby based on arrangements made by it or on its behalf;

(g) except for Regulatory Approvals, Manufacturing approvals, and/or similar approvals necessary for the Development or Commercialization of Product, as applicable, it holds and will make Commercially Reasonable Efforts to hold and maintain all licenses, approvals, qualifications, registrations, certificates, authorities, and permits required by Law to perform the activities under this Agreement; and

(h) it has not granted any right to any Third Party in the Territory that would conflict with the rights granted to the other hereunder.

10.2 Product IP Representations and Warranties. Each of Dr. Reddy's and GRA, hereby severally, represent and warrant as to itself to Appili that:

(a) Dr. Reddy's and GRA are co-exclusive licensees of all right, title, and interest in the Product IP or have all necessary rights in the Product IP (under the FFTC License Agreement or otherwise) to enable them to carry out their respective obligations under this Agreement.

(b) Neither Dr. Reddy's nor GRA have granted any license, right, or interest in, to, or under the Product IP to any Third Party in the Territory that would conflict with the rights granted to Appili in this Agreement.

(c) To the best of their knowledge there are no actual or threatened, claims made against Dr. Reddy's or GRA in writing asserting the invalidity, misuse, unregisterability, unenforceability, or non-infringement of any Product IP in the Territory.

(d) No written claim has been received by Dr. Reddy's or GRA and, to the best of Dr. Reddy's' or GRA's knowledge after reasonable inquiry, there are no facts or circumstances which would result in receipt of a claim against Dr. Reddy's or GRA, nor has Dr. Reddy's or GRA received written notice of any

threatened claim with respect to any Product IP in the Territory, that alleges that such intellectual property, or the use or exploitation thereof, infringes or misappropriates the intellectual property rights of any Third Party. Neither Dr. Reddy's nor GRA have not threatened or initiated any claim against any Third Party in the Territory alleging that such Third Party infringes or has misappropriated any Product IP.

(e) To the best of Dr. Reddy's' and GRA's knowledge after reasonable inquiry, no invention included in the Product IP, including the Manufacture or use thereof, infringes or misappropriates any intellectual property right of any Third Party.

10.3 Appili Representations and Warranties. Appili hereby represents, warrants, and covenants to Dr. Reddy's and GRA that:

(a) as among the Parties, Appili shall solely be responsible for funding the Appili Clinical Trials;

(b) it shall report all developments with respect to the Development in accordance with Section 3.3;

(c) assuming that the representations and warranties made in Section 10.2 are true and accurate in all respects, Appili owns or Controls the necessary intellectual property and know-how to perform its obligations to conduct Development activities under this Agreement and such performance does not infringe any Third Party intellectual property rights; and

(d) it shall be liable and solely responsible as between Appili and Licensor for any adverse events arising out of the Development activities related to the Product.

10.4 No Other Representations or Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, NO PARTY MAKES ANY REPRESENTATIONS AND GRANTS NO WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE, AND DR. REDDY'S, GRA, AND APPILI EACH SPECIFICALLY DISCLAIM ANY OTHER REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, STATUTORY, OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

ARTICLE XI
INDEMNIFICATION; LIABILITY

11.1 Indemnification by Dr. Reddy's and GRA. Dr. Reddy's and GRA, jointly and severally, hereby agree to defend Appili, its Affiliates, and their respective directors, officers and employees (the "***Appili Parties***") against any and all claims and suits of a Third Party and to indemnify and hold the Appili Parties harmless from and against any and all losses, damages, costs, penalties, liabilities (including strict liabilities), judgments, amounts paid in settlement, fines, and expenses (including court costs and reasonable fees of attorneys and other professionals) of Appili caused by or resulting from such claims or suits of a Third Party (individually and collectively, the "***Losses of Appili***") for respectively (a) the gross negligence, willful misconduct, or wrongdoing of Dr. Reddy's, GRA, or any Person for whose actions or omissions Dr. Reddy's or GRA are respectively legally liable, (b) a material breach by Dr. Reddy's (in respect of Dr. Reddy's), or GRA (in respect of GRA), of any of its representations, warranties, or obligations under this Agreement, (c) any infringement of Third Party intellectual property rights in connection with the Commercialization of any Product, and (d) any Manufacture or Commercialization activities in respect of Product conducted by Dr. Reddy's or GRA, their Sublicensees, or their Affiliates in the Territory or in any other jurisdiction for which Appili is or may receive payments hereunder; *provided*, *however*, Dr. Reddy's or GRA shall have no

liability to Appili for any Losses of Appili to the extent that such Losses of Appili are attributable to Appili under Section 11.2.

11.2 Indemnification by Appili. Appili hereby agrees to defend Dr. Reddy's, GRA, and their respective Affiliates, directors, officers, employees (the "***Licensor Parties***") against any and all claims and suits of a Third Party and to indemnify and hold the Licensor Parties harmless from and against any and all losses, damages, costs, penalties, liabilities (including strict liabilities), judgments, amounts paid in settlement, fines, and expenses (including court costs and reasonable fees of attorneys and other professionals) of Dr. Reddy's or GRA respectively caused by such claims or suits of a Third Party (individually and collectively, the "***Losses of Licensors***") for (a) the gross negligence, wilful misconduct, or wrongdoing by Appili or any Person for whose actions or omissions Appili is legally liable, (b) a material breach by Appili of any of its representations, warranties, or obligations under this Agreement, or (c) any Development activities in respect of Product conducted by Appili (directly or indirectly), including any adverse events arising out of the Development activities to the extent caused by Appili's (or its subcontractor(s) approved in accordance with this Agreement) failure to comply with GCP in connection therewith; *provided, however*, that Appili shall have no liability to Licensors for any Losses of Licensors to the extent that such Losses of Licensors are attributable to Licensors under Section 11.1.

11.3 Duty to Coordinate. Any Party seeking to be indemnified hereunder (the "***Indemnified Party***") shall provide prompt written notice to the other Party ("***Indemnifying Party***") no later than 30 days after becoming aware of any actual or potential claim in respect of which indemnification may be sought; *provided, however*, that the failure by the Indemnified Party to provide such prompt notice to the Indemnifying Party shall only be a bar to recovering Losses of Licensors or Losses of Appili, as the case may be (the "***Loss***"), to the extent that the Indemnifying Party was prejudiced by such failure. In the event of any such actual or threatened Loss or claim therefor, each Party shall provide the other Party information and assistance as the other Party shall reasonably request for purposes of defense and each Party shall receive from the other Party all necessary and reasonable cooperation in such defense including, but not limited to, the services of employees or agents of the other Party who are familiar with the transactions or occurrences out of which any such Loss may have arisen. The primary responsibility for defending any such Loss or claim shall be with the Indemnifying Party; *provided*, *however*, that the Indemnified Party shall have the right to participate in and with respect to the defense of any Loss with counsel of its own choosing, whose fees shall be borne by the Indemnified Party unless the Indemnifying Party shall have failed to assume the defense as provided herein. If the Indemnifying Party has not assumed the defense as provided herein, the Indemnified Party shall not be entitled to settle any claim or agree to the entry of any judgment or other relief without the prior written consent of the Indemnifying Party, which consent shall not be unreasonably withheld, conditioned, or delayed. If the Indemnifying Party has assumed the defense of the claim, the Indemnifying Party will not settle or agree to the entry of any judgment or other relief without the prior written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned, or delayed); *provided*, *however*, that if a firm offer is made to settle a claim that solely involves the payment of money damages, that will not result in the Indemnified Party becoming subject to injection or other relief, that will not adversely affect the business of the Indemnified Party in any manner, and that includes a complete and unconditional release of the Indemnified Party with respect to such claim, the Indemnifying Party will have the sole right to enter into such settlement on such terms as the Indemnifying Party, in its reasonable discretion, will deem appropriate.

11.4 Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS FOR CLAIMS BY THIRD PARTIES ONLY PURSUANT TO THIS ARTICLE XI, NO PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTIES, THEIR AFFILIATES, OR THEIR RESPECTIVE ENTITLED PERSONS FOR ANY DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), WHETHER OR NOT A PARTY

HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS SUCH DAMAGES HAVE BEEN CAUSED BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF SUCH PARTY OR ANY PERSON FOR WHOSE ACTIONS OR OMISSIONS SUCH PARTY IS LEGALLY LIABLE. NOTHING IN THIS AGREEMENT SHALL LIMIT ANY PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY THE GROSS NEGLIGENCE OF SUCH PARTY OR FOR FRAUDULENT MISREPRESENTATION BY SUCH PARTY. EXCEPT AS OTHERWISE PROVIDED IN THIS SECTION 11.4, NO PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL EXCEED [redacted]

11.5 Insurance. Each Party will obtain and keep in force, through self-insurance or otherwise, in a form reasonably acceptable to the other Party hereto, insurance in scope and amount as required by Law applicable to a Party's activities hereunder and such additional amounts as may be reasonably necessary to cover such Party's indemnity obligations under this Agreement with scope and coverage as is normal and customary in the biotechnology/pharmaceutical industry generally for parties similarly situated ("***Insurance Coverage***"). Without limiting the generality of the foregoing, Appili's Insurance Coverage shall include "clinical trials" insurance coverage for its conduct of the Appili Clinical Trials. It is understood that such Insurance Coverage will not be construed to limit a Party's liability with respect to its indemnification obligations under this Article XI. Each Party will, except to the extent self-insured, provide to the other Party upon request a certificate evidencing the insurance such Party is required to obtain and keep in force under this Article XI. Such certificate will provide that such insurance will not expire or be cancelled or modified without at least 30 days' prior notice to the other Party.

ARTICLE XII
TERM AND TERMINATION

12.1 Term.

(a) Term. This Agreement shall commence as of the Effective Date and, unless sooner terminated as provided herein, continue until the expiration of the last Term.

(b) Termination. This Agreement can be terminated prior to its expiration as follows:

(i) Either Licensor or Appili shall have the right to terminate this Agreement with immediate effect in the event that the other fails to materially comply with or perform any material provision of this Agreement and, in case of a curable material breach, in the further event that such other Party, after having been given written notice, should fail to discontinue and to remedy such violation within a remedy period of 30 Business Days after receipt of such notice (or 30 Business Days with respect to a failure by a Party to pay any undisputed amounts hereunder when due);

(ii) Either Licensor or Appili may terminate this Agreement with immediate effect if any of the other becomes insolvent or is subject of a petition in bankruptcy, whether voluntary or involuntary, or of any other proceeding under bankruptcy, insolvency, or similar Laws, makes an assignment for the benefit of creditors, is named in, or its property is subject to a suit for the appointment of a receiver, is dissolved or liquidated, or terminates its business activities;

(iii) In the event that a force majeure event pursuant to Article XIII should persist for a period of time exceeding 90 days, Licensor or Appili shall be entitled to terminate this Agreement with immediate effect, by giving the other Party written notice; or

(iv) By Licensor in the case of Change of Control of Appili in which a direct competitor of a Licensor controls Appili following such Change of Control.

12.2 Effect of Expiration and Termination; Survival.

(a) General.

(i) Following the expiration (but not earlier termination) of a Term, the licenses granted to the Parties hereunder as applicable to such Term shall become fully paid up, non-exclusive and irrevocable;

(ii) upon an earlier termination of this Agreement or a Term, except for specific provisions that survive the termination or expiration of this Agreement or such Term, the respective rights granted to and obligations of the Parties hereunder shall thereupon terminate entirely or with respect to such Term, as applicable;

(iii) except in connection with the exercise by a Party of any rights that survive the termination or expiration of this Agreement or the portion thereof, Licensor and Appili shall cease using Confidential Information received from the other and each shall, at Disclosing Party's request, either return to Disclosing Party or destroy any and all Confidential Information in possession of each Party under this Agreement; *provided*, *however*, that the Receiving Party may retain a copy of Confidential Information for the purpose of determining its obligations under this Agreement or as necessary to comply with record keeping obligations under applicable Law; and

(iv) subject to any offset for losses caused by or resulting from a material breach, all amounts owing under this Agreement outstanding at the time as of which the termination of this Agreement becomes effective shall be paid to the Party owed money within 30 days after termination or the date as of which the applicable payment has become calculable, whichever occurs first.

(v) Post termination, Dr. Reddy's and GRA shall continue to hold its rights related to intellectual property rights including but not limited to the IND, IP Developments, and Joint Developments.

(b) Survival. The expiration or termination of this Agreement (or portion hereof) for any reason whatsoever shall be without prejudice to any obligations or rights on the part of either Party which have accrued prior to such expiration or termination and shall not affect or prejudice any provision of this Agreement, which is expressly or by implication provided to come into effect on, or continue in effect after such expiration or termination. Section 12.2 (the "***Termination Section***") sets forth certain survival or termination of rights and obligations under this Agreement upon expiration or termination thereof. Additionally, unless otherwise expressly provided in the Termination Section, provisions in this Agreement which by their terms expressly survive termination or expiration of this Agreement, shall survive expiration or termination of this Agreement for the period so specified or if not so specified then indefinitely as per applicable Law. Finally, unless otherwise expressly provided in the Termination Section, those provisions which by their terms are reasonably intended to survive termination or expiration of this Agreement (including, without limitation, Article X and Article XI) shall so survive.

ARTICLE XIII
FORCE MAJEURE

13.1 Force Majeure. Except for the payment of any amount due hereunder (other than any amount disputed in good faith), Licensor and Appili shall each be excused for any delay or default in performing any of their respective obligations hereunder if such delay or default is caused by conditions beyond its

reasonable control (whether or not foreseeable) including, but not limited to, acts of God, government restrictions (including import and export restrictions), wars, insurrections, terrorism, labor disturbances, shortages of equipment, fuel or labor, destruction of facilities or materials by fire, earthquake, storm or other casualty, judgment or injunction of any court, epidemic or pandemic, or failure of public utilities or common carrier; *provided, however*, that the Party suffering such delay or default shall promptly notify the other Party in writing of the reasons for the delay or default. Notwithstanding the foregoing, if such a force majeure (as described in this Section) induced delay or failure of performance continues for a period of more than [redacted], either Party may terminate this Agreement by providing written notice to the other Party.

13.2 Losses Resulting from Force Majeure. In the event of such delay, default, or termination attributable to a force majeure event, each Party shall bear its own losses resulting therefrom.

ARTICLE XIV
GENERAL

14.1 Governing Law, Legal Jurisdiction, & Arbitration. This Agreement shall be exclusively governed by, construed, interpreted, and enforced pursuant to the laws of the State of New York without reference to conflict of laws principles. Except as otherwise provided in this Agreement with respect to injunctive relief or as set forth in Section 3.2(e), the Parties hereto agree that any unresolved disputes arising out of or in connection with the Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies which shall be commenced in any court having jurisdiction thereof) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be the City of New York, State of New York, U.S.A. The language to be used in the arbitral proceedings shall be English. The decision of the arbitrator(s) shall be final and binding on the Parties, and judgment on the award rendered may be entered in any court having jurisdiction thereof. Notwithstanding anything to the contrary in this Agreement, a Party will have the right to seek injunctive relief in any court of competent jurisdiction as may be available to such Party under the laws and rules applicable in such jurisdiction with respect to any matters arising out of any other Party's performance of its obligations under this Agreement, including, without limitation, under Section 2.4 and Article IX of this Agreement.

14.2 Entire Agreement. This Agreement, including the Exhibits and Schedules attached hereto, constitutes the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior understandings.

14.3 Assignment. Except as expressly provided in this Agreement, neither Party shall be entitled to assign its rights and duties under this Agreement without the prior written consent of the other Party, which consent may not be unreasonably withheld, conditioned, or delayed; *provided*, *however*, that a (a) Dr. Reddy's and GRA shall be entitled to assign their respective rights and duties under this Agreement to an Affiliate, upon providing prior written notice to each other Party and (b) each Party shall be entitled to assign this Agreement (or any of its rights or obligations hereunder) to any Person to which such Party has sold all or substantially all of its assets relating to such Party, provided that the acquiring corporation or other Person agrees to be bound by the terms of this Agreement.

14.4 Modifications and Amendments. Modifications and amendments to this Agreement shall be effective only if made in writing executed by both Parties.

14.5 Severability. In the event of the invalidity of any provisions of this Agreement, the Parties agree that such invalidity shall not affect the validity of the remaining provisions of this Agreement. The Parties will replace an invalid provision with valid provisions that most closely approximate the purpose and economic effect of the invalid provision. In the event that the terms and conditions of this Agreement are materially

altered as a result of the preceding sentences, the Parties shall renegotiate the terms and conditions of this Agreement in order to resolve any inequities. In the event that the Parties are unable to agree to any of the foregoing, the judicial or other competent authority making such determination shall have the power to limit, construe, or reduce the duration, scope, activity and/or area of such provision and/or delete specific words or phrases necessary to render such provision enforceable in such jurisdiction.

14.6Waiver and Estoppel. Failure of the Parties to insist upon a strict and punctual performance of any of the provisions hereof shall not constitute a waiver nor an estoppel against asserting the right to require such performance, nor shall a waiver or estoppel in one instance constitute a waiver or estoppel with respect to a later breach, whether of similar nature or otherwise. The observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) by the Party entitled to enforce such term, but any such waiver shall be effective only if in writing signed by the Party against whom such waiver is to be asserted.

14.7Notices. Unless otherwise provided for in this Agreement, any notice or request required or permitted to be given under or in connection with this Agreement or the subject matter hereof, shall be given in the English language in writing by prepaid registered or first-class airmail, international courier or email to the recipient at its address as set forth hereunder or to such other address or addressee as may have therefore been furnished in writing by the recipient to the sending party in accordance with this Section. Any such aforementioned notice or request shall be deemed to be effective upon receipt by the Party to which it is addressed. Any notice to be sent by Dr. Reddy's or GRA or Appili pursuant to this Agreement shall be addressed:

To Appili:	[***Redacted – Confidential Information***]
with a copy to:	[***Redacted – Confidential Information***]
To Dr. Reddy's:	[***Redacted – Confidential Information***]
To GRA:	[***Redacted – Confidential Information***]
with a copy to:	[***Redacted – Confidential Information***]

14.8No Agency. Nothing herein contained shall be deemed to create an agency, joint venture, amalgamation, partnership, or similar relationship between the Parties, and this Agreement shall not be deemed a partnership agreement. Notwithstanding any of the provisions of this Agreement, neither Party shall at any time enter into, incur, or hold itself out to Third Parties as having authority to enter into or incur on behalf of the other Party, any commitment, expense, or liability whatsoever, and all contracts, expenses, and liabilities undertaken or incurred by one Party in connection with or relating to the Development, Manufacture, or Commercialization of Product shall be undertaken, incurred, or paid exclusively by that Party, and not as an agent or representative of the other Party.

14.9Headings; Construction; Certain Conventions. The headings used in this Agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof. The exhibits and schedules to this Agreement are incorporated herein by reference and will be deemed a part of this Agreement. Unless otherwise expressly provided herein or the context of this Agreement otherwise requires, (a) words of any gender include each other gender, (b) words such as "herein", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to the particular provision in which such words appear, (c) words using the singular will include the plural, and vice versa, (d) the words "include", "includes" and "including" will be deemed to be followed by the phrase "but not limited to", "without limitation" or words of similar import, (e) the word "or" will be deemed to include the word "and" and (f) references to "Article", "Section", "Subsection" ,"clause" or other subdivision, or to a schedule or exhibit, without reference to a

document are to the specified provision, schedule, or exhibit of this Agreement. This Agreement will be construed as if it were drafted jointly by the Parties and shall not be strictly construed against either Party.

14.10 Further Assurances. Each Party shall, as and when requested by the other Party, do all acts and execute all documents as may be reasonably necessary to give effect to the provisions of this Agreement.

14.11 Counterparts. This Agreement may be executed in one or more counterparts, including in the form of a PDF or electronic file, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

14.12 Independent Status. Neither Party is an agent, employee, or representative of the other. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, nor to take any action, which shall be binding on the other Party, except as may be explicitly authorized by the other Party in writing. This Agreement shall not constitute, create, or in any way be interpreted as a joint venture, partnership, or formal business organization of any kind.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

Appili Therapeutics Inc.

By: (*Signed*)
Name: ***[Redacted. Confidential information]***
Title: ***[Redacted. Confidential information]***

Dr. Reddy's Laboratories Ltd.

By: (*Signed*)
Name: ***[Redacted. Confidential information]***
Title: ***[Redacted. Confidential information]***

G Response Aid FZCO

By: (*Signed*)
Name: ***[Redacted. Confidential information]***
Title: ***[Redacted. Confidential information]***

Schedule A

Appili Clinical Trials

[Redacted. Confidential information]

Schedule B

FFTC/ FUJIFILM Pharmaceuticals U.S.A., Inc (FPHU) Agreement Trials

[Redacted. Confidential information]

Schedule C

Patent

[Redacted. Confidential information]

Schedule D

Product

[Redacted. Confidential information]