

## STRATEGIC ALLIANCE AGREEMENT

This STRATEGIC ALLIANCE AGREEMENT (this “Agreement”), dated as of September 28, 2021, by and between AiPharma Global Holdings LLC, a Delaware limited liability company (including any successor or assign thereof, “AiPharma”), and Appili Therapeutics Inc., a federal corporation under the Corporations Act (“Appili” and, together with AiPharma, collectively, the “Parties” and each, a “Party”).

### RECITALS

WHEREAS, the Parties are, directly or indirectly, part of a global consortium focused on advancing the development and commercialization of favipiravir comprised of Fujifilm Toyama Chemical Co., Ltd., G Response Aid FZE (an Affiliate of AiPharma), Dr. Reddy’s Laboratories Limited and Appili (the “Consortium”); and

WHEREAS, the Parties desire to strengthen their existing strategic alliance by (i) issuing equity securities to each other and (ii) planning and providing advice to each other on the potential joint development and commercialization of favipiravir and all the other molecules in the Appili portfolio, in each case, as further provided herein.

NOW, THEREFORE, in consideration for the promises contained herein and the mutual obligations of the Parties, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Defined Terms. As used herein, the following terms shall have the following meanings.

(a) “1933 Act” means the United States Securities Act of 1933, as amended.

(b) “Affiliate” means, with respect to an entity, any other entity controlling, controlled by or under common control with, such entity. The term “control,” including the correlative terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether through ownership of voting securities, by contract or otherwise.

(c) “Agreement” has the meaning specified in the preamble of this Agreement.

(d) “AiPharma” has the meaning specified in the preamble of this Agreement.

(e) “AiPharma Group” means AiPharma and its Subsidiaries on a consolidated basis.

(f) “AiPharma LLC Agreement” means that certain Limited Liability Company Agreement of AiPharma, dated as of September 1, 2021 and effective as of August 16, 2021, by and among the Members (as defined in the AiPharma LLC Agreement).

(g) “AiPharma Materials” has the meaning specified in Section 4(o).

(h) “AiPharma Shares” has the meaning ascribed to the term “Share” in the AiPharma LLC Agreement.

(i) “Appili” has the meaning specified in the preamble of this Agreement.

(j) “Appili Financing” has the meaning specified in Section 7(i)(ii).

(k) “Appili Materials” has the meaning specified in Section 5(p)(i).

(l) “Business Day” means any day other than a Saturday, Sunday or day on which commercial banks in New York, New York or Toronto, Ontario are required or authorized by Law to be closed for business.

(m) “Canadian Securities Laws” means all applicable securities laws in each of the provinces of Canada, emanating from Securities Commissions including the respective rules and regulations made thereunder together with applicable published national and local instruments, policy statements, notices, blanket rulings and orders of the Securities Commissions, all discretionary rulings and orders, if any, of the Securities Commissions and the TSX Rules, all as the same are in effect at the date hereof.

(n) “Chosen Courts” has the meaning specified in Section 16.

(o) “Closing” has the meaning specified in Section 2(d).

(p) “Closing Date” has the meaning specified in Section 2(d).

(q) “Code” means the Internal Revenue Code of 1986, as amended.

(r) “Common Appili Shares” means Class A common shares in the share capital of Appili.

(s) “Common Ownership Percentage” means, as of any time of determination, a fraction (expressed as a percentage), the numerator of which is equal to the number of Common Appili Shares beneficially owned or controlled by AiPharma and its Affiliates as of such time of determination calculated on a non-diluted basis (including any Exercised Shares that are Common Appili Shares), and the denominator of which is equal to the aggregate number of Common Appili Shares issued and outstanding as of such time of determination calculated on a non-diluted basis (including any Exercised Shares that are Common Appili Shares but excluding any Excluded Shares that are Common Appili Shares).

(t) “Consolidated Group” means any affiliated, combined, consolidated, unitary or similar group with respect to any Taxes, including any affiliated group within the meaning of Section 1504 of the Code electing to file consolidated U.S. federal income Tax returns and any similar group under foreign, state or local Law.

(u) “Consortium” has the meaning specified in the preamble.

(v) “Convertible Appili Securities” means any securities (whether debt or equity) that are convertible into, exchangeable or exercisable for, or otherwise include the right to receive or purchase, any Common Appili Shares or Other Appili Shares.

(w) “Corporations Act” means the Canada Business Corporations Act and the regulations thereunder.

(x) “Delaware Act” means the Delaware Limited Liability Company Act.

(y) “Disclosure Schedule” has the meaning specified in Section 6(e).

(z) “Discounted VWAP Price” means, as of any date, the maximum allowable discount to the VWAP as of such date, without the requirement for Appili to obtain security holder approval, permitted by the TSX Rules (or such other principal stock exchange on which the Common Appili Shares are listed).

(aa) “Exchange Act” means the United States Securities Exchange Act of 1934, as amended.

(bb) “Excluded Shares” means, as of any time of determination, any Common Appili Shares, Other Appili Shares or Convertible Appili Securities (i) issued pursuant to an Incentive Issuance for which AiPharma has not had, as of such time, the opportunity to exercise its preemptive rights with respect thereto pursuant to Section 8(b)(ix) and/or (ii) which are issued and subject to Section 8(b) for which AiPharma has not delivered a Subsequent Offering Subscription Notice and the deadline for AiPharma to deliver such Subsequent Offering Subscription Notice has not expired.

(cc) “Exercised Shares” means any New Securities which AiPharma has elected to purchase pursuant to Section 8(b) but which have not yet been issued to AiPharma (including pursuant to Section 8(b)(xi)).

(dd) “Fully-Diluted Ownership Percentage” means, as of any time of determination, a fraction (expressed as a percentage), the numerator of which is equal to the aggregate number of Common Appili Shares and Other Appili Shares owned by AiPharma as of such time of determination (including any Exercised Shares (on an as-converted basis)), and the denominator of which is equal to the aggregate number of Common Appili Shares and Other Appili Shares issued and outstanding as of such time of determination (including any Exercised Shares (on an as-converted basis) but excluding any Excluded Shares), in each case, after giving effect to a hypothetical conversion of all outstanding Convertible Appili Securities (including any Exercised Shares that are Convertible Appili Securities but excluding any Excluded Shares) into Common Appili Shares and Other Appili Shares.

(ee) “Governmental Authority” means (i) any United States, Canadian or other multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (ii) any subdivision, agent, commission, board, or authority of any of the foregoing, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (iv) any stock exchange or

self-regulatory authority (including the Securities Commissions, the TSX and Market Regulation Services Inc.).

(ff) “Incentive Issuance” has the meaning specified in Section 8(b)(ix).

(gg) “Joint Steering Committee” has the meaning specified in Section 7(a).

(hh) “Knowledge” means (i) when used in connection with AiPharma, the actual knowledge of Alessandro Gadotti and John White (or any successor or replacement serving in the roles currently held by such individuals) after reasonable due inquiry of such individual’s direct reports, and (ii) when used in connection with Appili, the actual knowledge of Armand Balboni and Kimberly Stephens (or any successor or replacement serving in the roles currently held by such individuals) after reasonable due inquiry of such individual’s direct reports.

(ii) “Law” means Canadian Securities Laws, US Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or license, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, and the term “applicable” with respect to such Laws and in the context that refers to one or more persons, means that such Laws apply to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the person or persons or its or their business, undertaking, property or securities.

(jj) “Lien” means a lien, charge, mortgage, security interest, encumbrance, right of first refusal, or preemptive right.

(kk) “Material Adverse Effect” means a material adverse effect on (i) the assets, liabilities, results of operations, condition (financial or otherwise), business or prospects of a Party and its Subsidiaries taken as a whole, or (ii) the ability of a Party to perform its obligations under this Agreement.

(ll) “Minimum Threshold” means ten percent (10%).

(mm) “New Securities” has the meaning specified in Section 8(b)(i).

(nn) “Other Appili Shares” means any shares of capital stock of Appili, other than the Common Appili Shares.

(oo) “Party” and “Parties” have the meanings specified in the preamble of this Agreement.

(pp) “person” means an individual, corporation, partnership, limited partnership, limited liability company, syndicate, person (including a “person” as defined in Section 13(d)(3) of the Exchange Act), trust, association or entity or government, political subdivision, agency or instrumentality of a government.

(qq) “PIFs” has the meaning specified in Section 2(b).

(rr) “PIF Exception” means in respect of the satisfaction of the TSX Approval Conditions, a determination by the TSX that any requisite PIF submitted by AiPharma cannot be cleared by the TSX.

(ss) “Public Record” means the documents filed by Appili with the Canadian securities regulatory authorities under Appili’s profile on the SEDAR website ([www.sedar.com](http://www.sedar.com)) since January 1, 2020.

(tt) “Purchased AiPharma Shares” means 62,721 AiPharma Shares, being such number of AiPharma Shares equal to six percent (6%) of the issued and outstanding AiPharma Shares on the date of this Agreement (and for certainty, prior to giving effect to the issuance of the Purchased AiPharma Shares).

(uu) “Purchased Appili Shares” 15,079,709 Common Appili Shares, being such number of Common Appili Shares equal to twenty-four percent (24%) of the issued and outstanding Common Appili Shares on the date of this Agreement (and for certainty, prior to giving effect to the issuance of the Purchased Appili Shares).

(vv) “Reference Date” has the meaning specified in Section 4(j).

(ww) “Registration Rights Agreement” has the meaning specified in Section 7(f).

(xx) “Relevant Information” has the meaning specified in Section 7(c)(i).

(yy) “Representative” means, as applicable, a Party’s directors, officers, agents and employees.

(zz) “Securities Commissions” means, collectively, the securities commissions or other securities regulatory authorities in each of the provinces where Appili has the status of a reporting issuer.

(aaa) “Subscription Price” has the meaning specified in Section 8(b)(ix).

(bbb) “Subsequent Offering” has the meaning specified in Section 8(b)(i).

(ccc) “Subsequent Offering Notice” has the meaning specified in Section 8(b)(ii).

(ddd) “Subsequent Offering Subscription Notice” has the meaning specified in Section 8(b)(ii).

(eee) “Subsidiary” means, with respect to any person, any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation or a limited liability company (with voting securities), a majority of the total voting power of shares of stock or interest entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that person or one or more of the other Subsidiaries of that person or a combination thereof, or (ii) if a limited liability company (without voting securities), partnership, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at

the time owned or controlled, directly or indirectly, by any person or one or more Subsidiaries of that person or a combination thereof. For purposes hereof, a person or persons shall be deemed to have a majority ownership interest in a limited liability company, partnership, association or other business entity if such person or persons shall be allocated a majority of limited liability company, partnership, association or other business entity gains or losses or shall be or control any managing director or general partner of such limited liability company, partnership, association or other business entity.

(fff) “Tax” means (including, with correlative meaning, the term “Taxes”) means (i) any taxes, assessments, fees, unclaimed property and escheat obligations and other governmental charges imposed by any Governmental Authority, including income, profits, gross receipts, net proceeds, alternative or add on minimum, ad valorem, value added, turnover, sales, use, property, personal property (tangible and intangible), environmental, stamp, leasing, lease, user, excise, duty, franchise, capital stock, transfer, registration, license, withholding, social security (or similar), unemployment, disability, payroll, employment, social contributions, fuel, excess profits, occupational, premium, windfall profit, severance, estimated, or other charge of any kind whatsoever, including any interest, penalty, or addition thereto, whether disputed or not; and (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of being a member of a Consolidated Group for any period; and (iii) any liability of for the payment of any amounts of the type described in clause (i) or (ii) as a result of the operation of law or any express or implied obligation to indemnify any other person.

(ggg) “Transaction Issuance” has the meaning specified in Section 8(b)(x).

(hhh) “TSX” means the Toronto Stock Exchange.

(iii) “TSX Approval” means that certain letter, dated September 22, 2021, from the TSX to Dentons Canada LLP (as counsel to Appili), granting the TSX’s conditional approval to the listing of the Purchased Appili Shares on the TSX, subject to the conditions set forth therein.

(jjj) “TSX Approval Conditions” means each of the conditions set out in the TSX Approval which are required by the TSX to be, and which are capable of being, satisfied by Closing.

(kkk) “TSX Final Approval Deadline” has the meaning specified in Section 9(b).

(lll) “TSX Rules” means the TSX Company Manual together with applicable published regulations, policy statements, rules, instruments and interpretation notes issued thereunder.

(mmm) “US Securities Laws” means all applicable U.S. federal and state securities laws including the respective rules and regulations made thereunder together with applicable rules, policies, notices, discretionary rulings and orders issued by applicable securities regulatory authorities in the United States having application, all as the same are in effect at the date hereof.

(nnn) “VWAP” means, as of any date, the volume weighted average trading price of the Common Appili Shares on the TSX (or such other principal stock exchange on which the

Common Appili Shares are listed), calculated by dividing the total value by the total volume of Common Appili Shares traded for the five trading days immediately preceding such date.

2. Issuance of Equity Securities; Closing; Closing Deliverables.

(a) Upon the terms and subject to the conditions of this Agreement, at the Closing:

(i) AiPharma hereby subscribes for and purchases the Purchased Appili Shares in exchange for the issuance of the Purchased AiPharma Shares contemplated by Section 2(a)(ii), and Appili hereby issues and sells the Purchased Appili Shares to AiPharma.

(ii) Appili hereby subscribes for and purchases the Purchased AiPharma Shares in exchange for the issuance of the Purchased Appili Shares contemplated by Section 2(a)(i), and AiPharma hereby issues and sells the Purchased AiPharma Shares to Appili.

Appili acknowledges and agrees that notwithstanding the number of Purchased Appili Shares subscribed for by AiPharma pursuant to Section 2(a)(i) or anything else to the contrary in this Agreement, in no circumstance shall AiPharma be obligated to purchase on Closing such number of Common Appili Shares which could result in AiPharma's beneficial ownership of, or exercise of direction or control over, Common Appili Shares exceeding 19.99% of the issued and outstanding Common Appili Shares immediately following the Closing (with such beneficial ownership calculated in accordance with Canadian Securities Laws), and AiPharma shall be entitled to reduce its subscription hereunder to that number of Common Appili Shares which would result in such beneficial ownership being equal to 19.99% of the issued and outstanding Common Appili Shares immediately following the Closing, and the consideration payable hereunder by AiPharma shall be reduced accordingly.

(b) Appili shall promptly take all actions required under Canadian Securities Laws and US Securities Laws in respect of the issuance of the Purchased Appili Shares to AiPharma, including, to the extent required, filing all required forms with and obtaining all approvals of the TSX that are required. In the event any approvals of the TSX are conditional upon Appili subsequently filing additional information or documentation with the TSX, Appili shall promptly complete all such filings and AiPharma shall reasonably cooperate to provide any documentation required to be provided by AiPharma in the prescribed time period (including with respect to the filing of any personal information form(s) on TSX Form 4 ("PIFs") required by the TSX.

(c) Appili shall cause the Purchased Appili Shares: (i) to rank equally in all respects with the other Common Appili Shares issued and outstanding on the Closing Date; (ii) to be credited as fully paid (provided that the Purchased AiPharma Shares have been issued as consideration therefor); (iii) to be issued free and clear of any Liens (it being expressly acknowledged that the Purchased Appili Shares will be subject to resale restrictions in accordance with applicable Canadian Securities Laws and/or US Securities Laws); and (iv) to be listed on the TSX.

(d) AiPharma shall cause the Purchased AiPharma Shares: (i) to rank equally in all respects with the other AiPharma Shares issued and outstanding on the Closing Date (subject to the terms and conditions of the AiPharma LLC Agreement); (ii) to be credited as fully paid (provided that the Purchased Appili Shares have been issued as consideration therefor, and to the extent such concepts are applicable to equity interests Delaware limited liability companies); and (iii) to be issued free and clear of any Liens (it being expressly acknowledged that the Purchased AiPharma Shares will be subject to transfer restrictions in accordance with the AiPharma LLC Agreement and/or applicable Canadian Securities Laws or US Securities Laws).

(e) Unless this Agreement is terminated earlier pursuant to Section 9, the consummation of the transactions contemplated by Section 2(a) (the “Closing”) shall take place remotely via the electronic exchange of documents and signatures promptly after (but no later than three (3) Business Days after) the satisfaction or waiver (to the extent such waiver is permitted by applicable law) of the conditions set forth in Section 3 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or waiver of those conditions at such time) or at such other time and place as the Parties may agree in writing (the date on which the Closing occurs is referred to herein as the “Closing Date”).

### 3. Closing Conditions.

(a) AiPharma Closing Conditions. The obligation of AiPharma to effect the transactions contemplated by this Agreement to occur at the Closing are subject to the satisfaction of the following conditions, any one or more of which may be waived by AiPharma in writing at or prior to the Closing:

(i) *No Injunctions, Orders or Restraints; Illegality.* No preliminary or permanent injunction or other order issued by a Governmental Authority nor any Law, shall be in effect which would have the effect of (A) making the consummation of the transactions contemplated hereby illegal or (B) otherwise prohibiting the consummation of the transactions contemplated hereby.

(ii) *TSX Approval Conditions.* The TSX Approval Conditions shall have been satisfied.

(iii) *Accuracy of Representations and Warranties.* Each of the representations and warranties of Appili set forth in this Agreement that is: (a) qualified by materiality will be true and correct in all respects; and (b) not so qualified will be true and correct in all material respects, in each case at and as of the Closing Date as if made on and as of the Closing Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they will be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

(iv) *Performance of Covenants.* Appili will have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by Appili on or prior to the Closing Date.

(v) *Closing Deliverables.* AiPharma shall have received the following:

(A) a joinder to the AiPharma LLC Agreement, in form and substance satisfactory to AiPharma, duly executed by Appili;

(B) a certified copy of the organizational documents of Appili and any requisite corporate resolutions authorizing the transactions contemplated herein;

(C) a certificate dated the Closing Date, signed by an authorized officer of Appili, certifying as to the satisfaction of the conditions set forth in Section 3(a)(iii) and Section 3(a)(iv);

(D) certificates or direct registration system (DRS) statements evidencing the Purchased Appili Shares;

(E) a duly executed copy of the Registration Rights Agreement;  
and

(F) a consent or waiver from the party listed in Section 3(a)(v) of the Disclosure Schedule, in form reasonably satisfactory to AiPharma.

(b) Appili Closing Conditions. The obligation of Appili to effect the transactions contemplated by this Agreement to occur at the Closing are subject to the satisfaction of the following conditions, any one or more of which may be waived by Appili in writing at or prior to the Closing:

(i) *No Injunctions, Orders or Restraints; Illegality*. No preliminary or permanent injunction or other order issued by a Governmental Authority nor any Law, shall be in effect which would have the effect of (A) making the consummation of the transactions contemplated hereby illegal or (B) otherwise prohibiting the consummation of the transactions contemplated hereby.

(ii) *TSX Approval Conditions*. The TSX Approval Conditions shall have been satisfied.

(iii) *Accuracy of Representations and Warranties*. Each of the representations and warranties of AiPharma set forth in this Agreement that is: (a) qualified by materiality will be true and correct in all respects; and (b) not so qualified will be true and correct in all material respects, in each case at and as of the Closing Date as if made on and as of the Closing Date (except to the extent that any such representations and warranties speak expressly as of an earlier date, in which case they will be true and correct, or true and correct in all material respects, as the case may be, as of such earlier date).

(iv) *Performance of Covenants*. AiPharma will have performed or complied in all material respects with all covenants, agreements and obligations required by this Agreement to be performed or complied with by AiPharma on or prior to the Closing Date.

(v) *Closing Deliverables*. Appili shall have received the following:

(A) a copy of Schedule A to the AiPharma LLC Agreement reflecting the issuance of the Purchased AiPharma Shares to Appili;

(B) an officer certificate with respect to (1) the certificate of formation of AiPharma and the AiPharma LLC Agreement and (2) any requisite corporate resolutions authorizing the transactions contemplated herein; and

(C) AiPharma will have delivered to Appili a certificate dated the Closing Date, signed by an authorized officer of AiPharma, certifying as to the satisfaction of the conditions set forth in Section 3(b)(iii) and Section 3(b)(iv).

4. Representations and Warranties of AiPharma. AiPharma represents and warrants to Appili that the following statements in this Section 4 are true and correct and not misleading, including by omission, as of the date of this Agreement and as of the Closing Date (except where a representation or warranty is made herein as of a specified date, in which case as of such date):

(a) Existence. As of the date hereof, AiPharma is a limited liability company duly formed and validly existing in good standing under the laws of the State of Delaware, with all requisite limited liability company power and authority to own, use, lease and operate its properties and conduct its business in the manner presently conducted, and is duly qualified to transact business in each jurisdiction where it is so required. AiPharma will repeat this representation at, and as of, the Closing Date to reflect any conversion of its limited liability company status.

(b) Authorization. The execution and delivery of, and performance by AiPharma of this Agreement has been authorized by all necessary limited liability company action on the part of AiPharma and no further limited liability company action is required by AiPharma, its officers, its board of managers, or its security holders in connection with this Agreement or the transactions contemplated hereby.

(c) No Contravention. Except as described in the Disclosure Schedule, the entry into this Agreement by AiPharma and the undertaking of the transactions contemplated hereby will not, directly or indirectly, result in the imposition of any Lien on the AiPharma Shares (other than transfer restrictions in accordance with the AiPharma LLC Agreement or applicable US Securities Laws) or any of the properties or assets of AiPharma or any of its Subsidiaries, or cause AiPharma or any of its Subsidiaries to breach or contravene: (i) its articles of incorporation, by-laws or any of its other constating documents; (ii) any agreement it has with any other third party and does not constitute an event of default under any such agreement; (iii) any authorization or permit from a Governmental Authority; or (iv) any applicable Law.

(d) Securities.

(i) AiPharma is authorized to issue an unlimited number of AiPharma Shares, of which 1,045,350 AiPharma Shares are issued and outstanding as of the date of this Agreement.

(ii) Except as described in the Disclosure Schedule, no person is entitled, or purports to be entitled, to any right of first refusal, pre-emptive right, right of

participation, or any similar right, to participate in the issuance of the Purchased AiPharma Shares contemplated by this Agreement.

(iii) The issuance and sale of the Purchased AiPharma Shares will not obligate AiPharma to issue AiPharma Shares or other securities to any other person and will not result in the adjustment of the exercise, conversion, exchange, or reset price of any outstanding security.

(iv) Except as described in the Disclosure Schedule, as of the date of this Agreement:

(A) there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which AiPharma or any Subsidiary is, or may be, obligated to issue any equity, equity securities or equity-linked securities of any kind; and

(B) there are no voting, buy-sell, outstanding or authorized equity interest appreciation, right of first purchase, phantom equity interest, profit participation or equity-based compensation agreements, or arrangements, or like rights relating to the securities of AiPharma or agreements of any kind between AiPharma and any person.

(e) Binding Obligations. This Agreement has been duly executed and delivered by AiPharma, and this Agreement constitutes a legal, valid and binding obligation of AiPharma, enforceable against AiPharma in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

(f) Valid Issuance. All of the Purchased AiPharma Shares have been duly authorized for issuance and sale by all necessary limited liability company action on the part of AiPharma and, when issued and delivered by AiPharma pursuant to this Agreement, will be outstanding as validly issued and fully paid and non-assessable (provided that the Purchased Appili Shares have been issued as consideration therefor, and to the extent such concept is applicable to equity interests of Delaware limited liability companies) AiPharma Shares, and will not have been issued in violation of or subject to any pre-emptive rights or other contractual rights to purchase securities issued by AiPharma or in violation of any US Securities Laws, and will be free and clear of all Liens and restrictions, except for restrictions on transfer imposed by the AiPharma LLC Agreement, Canadian Securities Laws, US Securities Laws and/or any other applicable laws.

(g) Regulatory Issues. No order ceasing or suspending trading in securities of AiPharma nor prohibiting the sale of such securities has been issued to and is outstanding against AiPharma and, to AiPharma's Knowledge, no investigations or proceedings for such purposes are pending or threatened. To AiPharma's Knowledge, there is no fact or circumstance that may cause AiPharma to request or any Governmental Authority to impose any order ceasing or suspending trading in securities of AiPharma nor prohibiting the sale of such securities.

(h) Consents. Except as described in the Disclosure Schedule, there are no consents, approvals, authorizations, orders or agreements of any Governmental Authorities or any

other persons which may be required for the execution, delivery and performance by AiPharma of this Agreement and the offer, issuance and sale of the Purchased AiPharma Shares, it being acknowledged that AiPharma may be required to make certain “blue sky” and/or United States Securities and Exchange Commission filings under US Securities Laws.

(i) Subsidiaries. Except as described in the Disclosure Schedule, the Subsidiaries listed in the Disclosure Schedule are the only Subsidiaries of AiPharma as of the Closing Date. Except as disclosed in the Disclosure Schedule, AiPharma owns 100% of the voting and equity interests in each such Subsidiary free and clear of any Liens. Except as disclosed in the Disclosure Schedule, AiPharma is the sole beneficial owner of each such Subsidiary and no other person holds any equity or debt interests or securities exchangeable into securities of any such Subsidiary or has any agreement, option, warrant, right or privilege (whether pre-emptive or contractual) being capable of becoming an agreement for the purchase, subscription or issuance of any issued or unissued shares or other securities of any such Subsidiary. Each such Subsidiary has been duly incorporated or formed and is validly existing and in good standing under the laws of its jurisdiction of organization with all requisite corporate power and authority to own, use, lease and operate its properties and conduct its business in the manner presently conducted, and is duly qualified to transact business in each jurisdiction where it is so required. AiPharma has delivered to Appili accurate and complete copies of each Subsidiary’s certificate of incorporation and bylaws or other applicable charter or organizational documents, as currently in effect, and no Subsidiary is in default under or in violation of any provision thereof.

(j) No Material Adverse Effect. Except as disclosed in the Disclosure Schedule, there has not been any material change in the assets, liabilities or obligations (absolute, contingent or otherwise) of AiPharma and its Subsidiaries (taken as a whole) since March 31, 2021 (the “Reference Date”). Additionally, since such Reference Date, no event or circumstance exists or subsists which affects AiPharma or any of its Subsidiaries or to which any of AiPharma’s or any of its Subsidiaries’ assets are subject which would, or would be reasonably likely to, have a Material Adverse Effect.

(k) Financial Statements.

(i) The Disclosure Schedule lists the most recent available financial statements of the AiPharma Group (the “AiPharma Financial Statements”). True and complete copies of all AiPharma Financial Statements have been made available to Appili. The AiPharma Financial Statements have been prepared in accordance with either IFRS or US GAAP and present fairly in all material respects the financial position and results of operation and changes in the financial position of the applicable AiPharma Group entities listed in the Disclosure Schedule for the periods involved, and such accounts fairly present in all material respects the financial condition, financial performance and cash flows of AiPharma for the periods involved.

(ii) Since the Reference Date, except as disclosed in the Disclosure Schedule:

(A) The AiPharma Group has not incurred any liabilities (contingent or otherwise) that remain outstanding, other than in the ordinary course of business; and

(B) The AiPharma Group has not declared or made any dividend or distribution of cash or other property to its shareholders, or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock.

(l) Taxes.

(i) Except as set forth in the Disclosure Schedule, each AiPharma Group entity has (A) correctly prepared and duly and on a timely basis filed all material tax returns required to be filed by it, (B) timely paid all material taxes due and payable by it, (C) timely paid all material assessments and reassessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by them and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required to be filed, (D) duly and timely withheld and remitted or caused to be withheld and remitted, all material taxes required to be withheld and remitted by them, and (E) duly and timely collected and remitted or caused to be collected and remitted, to the appropriate Governmental Authority such material taxes required by Law to be collected and remitted by them.

(ii) There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by the AiPharma Group.

(iii) To the knowledge of AiPharma, there are no actions, suits, proceedings, investigations or claims threatened or pending against the AiPharma Group in respect of taxes, governmental charges or assessments.

(iv) There are no audits or matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority.

(v) AiPharma is and will, at all times since the date of its formation, be classified as a corporation for US federal income Tax purposes

(m) Litigation.

(i) There are no pending actions, suits or proceedings against or affecting AiPharma, its Subsidiaries or any of its or their respective assets or properties and, to AiPharma's Knowledge, no such actions, suits or proceedings are threatened or contemplated;

(ii) There is no ongoing, and to AiPharma's Knowledge there is no contemplated investigation, inquiry or review by any Governmental Authority involving

AiPharma, its Subsidiaries or any current or former director, manager or officer of AiPharma or any of its Subsidiaries; and

(iii) There is no agreement, judgment, injunction, order or decree binding upon AiPharma or its Subsidiaries that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of AiPharma or its Subsidiaries, any acquisition of property by AiPharma or any of its Subsidiaries, and to the Knowledge of AiPharma, no such agreement, judgment, injunction, order or decree is threatened.

(n) Compliance. Except as disclosed in the Disclosure Schedule, neither AiPharma nor any Subsidiary:

(i) is in default under, or in violation of (and no event has occurred that has not been waived or cured that, with notice or lapse of time or both, would result in a default by AiPharma or any Subsidiary under), nor has AiPharma or any Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived);

(ii) is, or at any time in the past three years has been, in violation of any order of any court, arbitrator or Governmental Authority; or

(iii) to the Knowledge of AiPharma, is, or at any time in the past three years or has been, in violation of any Law in any material respect.

AiPharma and its Subsidiaries have received all material permits, licenses and other approvals required of any of them under such Laws, rules, regulations, orders and directions for the conduct of their current business operations, and are in material compliance with all terms and conditions of such permits, licenses or approvals; and have not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such permits, licenses or approvals.

(o) Disclosures.

(i) The materials delivered, and statements made, by AiPharma and its Representatives to AiPharma in connection with the transactions contemplated by this Agreement (collectively, the “AiPharma Materials”) do not, as at the time delivered or made, and on the Closing Date: (A) contain any untrue statement of a material fact or misleading statement; or (B) omit to state a material fact necessary in order to make the statements contained in those AiPharma Materials, in light of the circumstances under which they were made, not misleading.

(ii) AiPharma has disclosed to Appili all facts relating to AiPharma, its Subsidiaries, and their respective businesses, assets, properties, intellectual property, this Agreement, the transactions contemplated hereby, and all other matters which are material

to the assessment of the nature and amount of the risk inherent in an investment in AiPharma.

(p) Law. AiPharma has filed or delivered (or will file and deliver as may be required after the Closing) any documents required under US Securities Laws or the Delaware Act to be filed and delivered, and in each case, in all material respects within the time period required, and AiPharma is otherwise in material compliance with US Securities Laws and the Delaware Act and no fact exists which may reasonably be expected to result in AiPharma not being in such compliance with US Securities Laws or the Delaware Act.

(q) U.S. Compliance re: Issuance of Purchased AiPharma Shares.

(i) No General Solicitation. Neither AiPharma nor any person acting on its behalf, has conducted any “general solicitation” or “general advertising” (as those terms are used in Regulation D under the 1933 Act) in connection with the offer or sale of the Purchased AiPharma Shares or any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act with respect to the offer or sale of the Purchased AiPharma Shares.

(ii) No Integrated Offering. Neither AiPharma nor any of its Affiliates, nor any person acting on its or their behalf has, directly or indirectly, sold, offered for sale or solicited offers to buy or otherwise negotiated in respect of any security, in a manner, or under circumstances, that:

(A) would adversely affect reliance by AiPharma on the provisions of Rule 506(b) of Regulation D under the 1933 Act for the exemption from the registration requirements of the 1933 Act for the transactions contemplated by this Agreement;

(B) would require registration of the offer and sale of the Purchased AiPharma Shares under the 1933 Act or applicable state securities law; or

(C) would cause such offer or solicitation to be deemed integrated with the offering of the Purchased AiPharma Shares pursuant to US Securities Laws such that there is no available exemption from registration under the 1933 Act or applicable state securities law.

(iii) Private placement. The offer and sale of the Purchased AiPharma Shares to Appili as contemplated by this Agreement are exempt from:

(A) the registration requirements of the 1933 Act by virtue of (1) Section 4(a)(2) of the 1933 Act and the safe harbor of Rule 506(b) of Regulation D and/or (2) Regulation S under the 1933 Act; and

(B) the registration and/or qualification provisions of all US Securities Laws, subject to AiPharma preparing and filing, within prescribed time periods, any forms or notices required under Regulation D under the 1933 Act or

applicable blue sky laws in connection with the offer and sale of the Purchased AiPharma Shares.

(iv) No Registration Required. As of the Closing Date, AiPharma is not required to register its securities under the Exchange Act, and AiPharma is not an “investment company” registered or required to be registered under the United States Investment Company Act of 1940, as amended.

(r) Status. AiPharma is purchasing the Purchased Appili Shares as principal, is entitled to purchase the Purchased Appili Shares without the benefit of a prospectus qualified under Canadian Securities Laws, is, at the Closing Date, an “accredited investor” within the meaning of paragraph (m) of the definition of “accredited investor” in NI 45-106 and was not created, and is not used, solely to purchase or hold securities as an accredited investor described in paragraph (m) of the definition of “accredited investor” in NI 45-106.

(s) U.S. Compliance re: Purchase of Purchased Appili Shares.

(i) Investment Intent. AiPharma understands that the Purchased Appili Shares will be when issued “restricted securities” pursuant to Rule 144(a)(3) under the 1933 Act and have not been registered under the 1933 Act or any applicable US Securities Laws, and, accordingly, may not be offered or sold or otherwise transferred, directly or indirectly, except pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in accordance with applicable US Securities Laws. For purposes of assuring that AiPharma is not an underwriter within the meaning of Section 2(a)(11) of the 1933 Act for purposes of Rule 502(d) under the 1933 Act, AiPharma represents that it:

(A) is acquiring the Purchased Appili Shares as principal for its own account for investment purposes only (as contemplated by the 1933 Act and the rules and regulations promulgated thereunder) and not with a view to or for distributing or reselling such Purchased Appili Shares or any part of such Purchased Appili Shares, directly or indirectly, in violation of the 1933 Act;

(B) has no present intention of distributing any of such Purchased Appili Shares in violation of the 1933 Act; and

(C) has no contract, agreement, undertaking, arrangement or understanding with any other person or persons regarding the selling, granting of, participation in, or other distribution of such Purchased Appili Shares in violation of the 1933 Act.

(ii) Investor Status. At the time AiPharma was offered the Purchased Appili Shares, it was, and at the Closing it is, an “accredited investor” as defined in Rule 501(a) of Regulation D under the 1933 Act. AiPharma is not, and is not required to be, registered as a broker or dealer under section 15 of the Exchange Act.

(iii) General Solicitation. AiPharma is not purchasing the Purchased Appili Shares as a result of any “general solicitation” or “general advertising” (as such terms are used in Regulation D under the 1933 Act) including, without limitation, any advertisement, article, notice or other communication regarding the Purchased Appili Shares published in any newspaper, magazine, on the Internet or similar media or broadcast over television or radio or the Internet or presented at any seminar or meeting whose attendees have been invited by any “general solicitation” or “general advertising” or any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act with respect to the offer or sale of the Purchased Appili Shares.

(iv) Bad Actor Matters. None of AiPharma, any predecessor of AiPharma, any affiliate of AiPharma, nor any manager, executive officer or other officer of AiPharma, nor any beneficial owner of 20% or more of AiPharma’s outstanding voting securities is subject to any of the “bad actor” disqualification event described in Rule 506(d)(1)(i) to (viii) of Regulation D under the 1933 Act. In the event that AiPharma becomes the beneficial owner of 20% or more of the then issued and outstanding Common Appili Shares, it will use its commercially reasonable efforts to not become subject to any of the “bad actor” disqualification event described in Rule 506(d)(1)(i) to (viii) of Regulation D under the 1933 Act, and AiPharma shall as promptly as practicable inform Appili if it becomes subject to any disqualification event.

(v) United States Resale Restrictions. AiPharma acknowledges and understands that the Purchased Appili Shares, as restricted securities under 1933 Act, have, in addition to any other resale restrictions imposed by the specific terms thereof or by the application of Canadian Securities Laws, the following resale restrictions under US Securities Laws and, for so long as the Purchased Appili Shares are restricted securities under Rule 144(a)(3) under the 1933 Act, AiPharma hereby agrees to transfer or sell the Purchased Appili Shares, directly or indirectly, only: (A) to Appili or (B) outside the United States in accordance with Regulation S under the 1933 Act and pursuant to Canadian Securities Laws, TSX Rules and the terms of this Agreement, (C) pursuant to the exemption from registration under the 1933 Act provided by (I) Rule 144 thereunder, if available, or (II) Rule 144A thereunder, if available, and in both cases in accordance with applicable state securities laws of the United States, or (D) in a transaction that does not require registration under the 1933 Act or any applicable state securities laws of the United States and, in the case of clauses (C)(I) or (D) above, or if otherwise reasonably required by Appili, AiPharma has furnished to Appili an opinion of counsel of recognized standing in form and substance reasonably satisfactory to Appili to such effect. AiPharma further acknowledges and understands that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Purchased Appili Shares, and on requirements relating to Appili which are outside of AiPharma’s control, and which Appili is under no obligation and may not be able to satisfy.

(vi) No U.S. Registration. AiPharma understands and acknowledges that, except as otherwise contemplated by Section 7(f), Appili is not obligated to file and has no present intention of filing with the United States Securities and Exchange

Commission or with any state securities administrator any registration statement in respect of re-sales of the Purchased Appili Shares.

(vii) Disclosure of Information. AiPharma has had an opportunity to discuss Appili's business, management, financial affairs and the terms and conditions of the offering of the Purchased Appili Shares with Appili's management and has had an opportunity to review all information it reasonably required in connection with the investment by AiPharma.

(viii) Knowledge, Skill and Experience. AiPharma has such knowledge, skill and experience in business, financial and investment matters that AiPharma is capable of evaluating the merits and risks of an investment in the Purchased Appili Shares. With the assistance of AiPharma's own professional advisors, to the extent that AiPharma has deemed appropriate, AiPharma has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Purchased Appili Shares and the consequences of this Agreement. AiPharma has considered the suitability of the Purchased Appili Shares as an investment in light of its own circumstances and financial condition, and AiPharma is able to bear the risks associated with an investment in the Purchased Appili Shares for an indefinite period of time and to withstand a complete loss of such investment.

(ix) Residence. AiPharma does not have any operations or presence in the United States or Canada; provided, however, that it (A) is incorporated in the state of Delaware and (B) will be a U.S. tax payer.

5. Representations and Warranties of Appili. Appili represents and warrants to AiPharma that the following statements in this Section 5 are true and correct and not misleading, including by omission, as of the date of this Agreement and as of the Closing Date (except where a representation or warranty is made herein as of a specified date, in which case as of such date):

(a) Existence. Appili is a corporation duly incorporated and validly existing in good standing under the federal laws of Canada, with all requisite corporate power and authority to own, use, lease and operate its properties and conduct its business in the manner presently conducted, and is duly qualified to transact business in each jurisdiction where it is so required.

(b) Authorization. The execution and delivery of, and performance by Appili of this Agreement has been authorized by all necessary corporate action on the part of Appili and no further corporate action is required by Appili, its officers, its board of directors, or its security holders in connection with this Agreement or the transactions contemplated hereby.

(c) No Contravention. Except as disclosed in the Disclosure Schedule, the entry into this Agreement by Appili and the undertaking of the transactions contemplated hereby will not, directly or indirectly, result in the imposition of any Lien on the Appili Shares (other than the transfer restrictions in accordance with applicable Canadian Securities Laws or US Securities Laws) or any of the properties or assets of any Appili or its Subsidiary, or cause Appili or its Subsidiary to breach or contravene: (i) its articles of incorporation, by-laws or any of its other constating documents; (ii) any agreement it has with any other third party and does not constitute

an event of default under any such agreement; (iii) any authorization or permit from a Governmental Authority; or (iv) any applicable Law.

(d) Securities.

(i) Appili is authorized to issue an unlimited number of Common Appili Shares, an unlimited number of Class B non-voting shares and an unlimited number of Class A preferred shares, of which 62,832,120 Common Appili Shares, nil Class B non-voting share and nil Class A preferred shares are issued and outstanding as of the date of this Agreement.

(ii) No person is entitled, or purports to be entitled, to any right of first refusal, pre-emptive right, right of participation, or any similar right, to participate in the issuance of the Purchased Appili Shares contemplated by this Agreement.

(iii) The issuance and sale of the Purchased Appili Shares will not obligate Appili to issue Common Appili Shares or other securities to any other person and will not result in the adjustment of the exercise, conversion, exchange, or reset price of any outstanding security.

(iv) Except as described in the Disclosure Schedule:

(A) as of the date of this Agreement, there are no outstanding warrants, options, convertible securities or other rights, agreements or arrangements of any character under which Appili or any Subsidiary is, or may be, obligated to issue any equity, equity securities or equity-linked securities of any kind; and

(B) there are no voting, buy-sell, outstanding or authorized stock appreciation, right of first purchase, phantom stock, profit participation or equity-based compensation agreements, or arrangements, or like rights relating to the securities of Appili or agreements of any kind between Appili and any person.

(e) Binding Obligations. This Agreement has been duly executed and delivered by Appili, and this Agreement constitutes a legal, valid and binding obligation of Appili, enforceable against Appili in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

(f) Valid Issuance. All of the Purchased Appili Shares have been duly authorized for issuance and sale by all necessary corporate action on the part of Appili and, when issued and delivered by Appili pursuant to this Agreement, will be outstanding as fully paid and non-assessable (provided that the Purchased AiPharma Shares have been issued as consideration therefor) Common Appili Shares, and will not have been issued in violation or subject to any pre-emptive rights or other contractual rights to purchase securities issued by Appili or in violation of any Canadian Securities Laws and US Securities Laws, and will be free and clear of all Liens and restrictions, except for restrictions on transfer imposed by Canadian Securities Laws and/or US Securities Laws.

(g) Reporting Issuer and TSX Listed. Appili is a “reporting issuer” under Canadian Securities Laws in each of the provinces of Canada, and is not currently noted in default of any filing requirement under such securities laws. The Common Appili Shares are listed on the TSX. Appili has applied to list the Purchased Appili Shares on the TSX. Appili has complied in all material respects with its obligations to file and deliver any documents required under TSX Rules and Appili is not in material breach, contravention or default of any the TSX Rules and no fact exists which may result in the foregoing.

(h) Consents. Except as disclosed in the Disclosure Schedule, there are no consents, approvals, authorizations, orders or agreements of any Governmental Authorities or any other persons which may be required for the execution, delivery and performance by Appili of this Agreement and the offer, issuance and sale of the Purchased Appili Shares, it being acknowledged that Appili may be required to file a report of exempt distribution with the Securities Commissions under Canadian Securities Laws and make certain “blue sky” and/or United States Securities and Exchange Commission filings under US Securities Laws.

(i) Regulatory Issues. No order ceasing or suspending trading in securities of Appili nor prohibiting the sale of such securities has been issued to and is outstanding against Appili and, to Appili’s Knowledge, no investigations or proceedings for such purposes are pending or threatened. To Appili’s Knowledge, there is no fact or circumstance that may cause Appili to request or any Governmental Authority to impose any order ceasing or suspending trading in securities of Appili nor prohibiting the sale of such securities.

(j) Subsidiaries. The Subsidiary listed in the Disclosure Schedule is the only Subsidiary of Appili as of the Closing Date and such Subsidiary does not, as of the Closing Date, own any material assets. Appili owns 100% of the voting and equity interests in the Subsidiary, as set out in the Disclosure Schedule. Except as disclosed in the Disclosure Schedule, Appili is the sole beneficial owner of the Subsidiary and no other person holds any equity interests or securities exchangeable into securities of the Subsidiary or has any agreement, option, warrant, right or privilege (whether pre-emptive or contractual) being capable of becoming an agreement for the purchase, subscription or issuance of any issued or unissued shares or other securities of the Subsidiary. The sole Subsidiary has been duly incorporated or formed and is validly existing and in good standing under the laws of its jurisdiction of organization with all requisite corporate power and authority to own, use, lease and operate its properties and conduct its business in the manner presently conducted, and is duly qualified to transact business in each jurisdiction where it is so required. Appili has delivered to AiPharma accurate and complete copies of its Subsidiary’s certificate of incorporation and bylaws or other applicable charter or organizational documents, as currently in effect, and its Subsidiary is not in default under or in violation of any provision thereof.

(k) No Material Adverse Effect. Except as disclosed in the Disclosure Schedule or the Public Record, there has not been any material change in the assets, liabilities or obligations (absolute, contingent or otherwise) of Appili and its Subsidiary (taken as a whole) from that set forth in the Appili’s financial statements for the period ended June 30, 2021. Additionally, since June 30, 2021, no event or circumstance exists or subsists which affects Appili or its Subsidiary or to which any of Appili’s or its Subsidiary’s assets are subject which would, or would be reasonably likely to, have a Material Adverse Effect.

(l) Financial Statements. Except as disclosed in the Public Record, since the date of Appili's most recent financial statements (where for these purposes the "most recent financial statements" means the annual or interim financial statements most recently released to the market and made available in the Public Record):

(i) Appili has not incurred any liabilities (contingent or otherwise) that remain outstanding, other than in the ordinary course of business;

(ii) Appili has not altered its method of accounting; and

(iii) Appili has not declared or made any dividend or distribution of cash or other property to its shareholders, or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock.

Appili's most recent financial statements, as well its financial statements for its fiscal year-ended March 31, 2021, have been prepared in accordance with IFRS consistently applied throughout the periods involved and present fairly the consolidated financial position and results of operation and changes in the financial position of Appili for the periods involved, and such accounts fairly present in all material respects the financial condition, financial performance and cash flows of Appili for the periods involved.

(m) Taxes.

(i) Each of Appili and its Subsidiary has (A) correctly prepared and duly and on a timely basis filed all material tax returns required to be filed by it, (B) paid all material taxes due and payable by it, (C) paid all material assessments and reassessments and all other taxes, governmental charges, penalties, interest and other fines due and payable by them and which are claimed by any Governmental Authority to be due and owing and adequate provision has been made for taxes payable for any completed fiscal period for which tax returns are not yet required to be filed, (D) duly and timely withheld and remitted or caused to be withheld and remitted, all material taxes required to be withheld and remitted by it, and (E) duly and timely collected and remitted or caused to be collected and remitted, to the appropriate Governmental Authority such material taxes required by Law to be collected and remitted by it.

(ii) There are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return or payment of any tax, governmental charge or deficiency by Appili or any its Subsidiary.

(iii) To the knowledge of Appili, there are no actions, suits, proceedings, investigations or claims threatened or pending against Appili or its Subsidiary in respect of taxes, governmental charges or assessments.

(iv) There are no audits or matters under discussion with any governmental authority relating to taxes, governmental charges or assessments asserted by any such authority.

(n) Litigation.

(i) There are no pending actions, suits or proceedings against or affecting Appili, its Subsidiary or any of its or their respective assets or properties and, to Appili's Knowledge, no such actions, suits or proceedings are threatened or contemplated;

(ii) There is no ongoing, and to Appili's Knowledge there is no contemplated investigation, inquiry or review by any Governmental Authority involving Appili, its Subsidiary or any current or former director or officer of Appili or any of its Subsidiaries; and

(iii) There is no agreement, judgment, injunction, order or decree binding upon Appili or its Subsidiary that has or could reasonably be expected to have the effect of prohibiting, restricting or impairing any business practice of Appili or its Subsidiary, any acquisition of property by Appili or Subsidiary.

(o) Compliance. Neither Appili nor its Subsidiary:

(i) is in default under, or in violation of (and no event has occurred that has not been waived or cured that, with notice or lapse of time or both, would result in a default by Appili or its Subsidiary under), nor has Appili or its Subsidiary received notice of a claim that it is in default under or that it is in violation of, any indenture, loan or credit agreement or any other agreement or instrument to which it is a party or by which it or any of its properties is bound (whether or not such default or violation has been waived);

(ii) is, or at any time in the past three years has been, in violation of any order of any court, arbitrator or Governmental Authority; or

(iii) to the Knowledge of Appili, is, or at any time in the past three years has been, in violation of any Law in any material respect.

Appili and its Subsidiary have received all material permits, licenses and other approvals required of any of them under such Laws, rules, regulations, orders and directions for the conduct of their current business operations, and are in material compliance with all terms and conditions of such permits, licenses or approvals; and have not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such permits, licenses or approvals.

(p) Disclosures.

(i) The materials delivered, and statements made, by Appili and its Representatives to AiPharma in connection with the transactions contemplated by this Agreement and the Public Record (collectively, the "Appili Materials") do not, as at the time delivered or made, and on the Closing Date: (A) contain any untrue statement of a material fact or misleading statement; or (B) omit to state a material fact necessary in order

to make the statements contained in those Appili Materials, in light of the circumstances under which they were made, not misleading.

(ii) Appili has disclosed to AiPharma all facts relating to Appili, its Subsidiary, or their respective businesses, assets, properties, intellectual property, this Agreement, the transactions contemplated hereby, and all other matters which are material to the assessment of the nature and amount of the risk inherent in an investment in Appili.

(iii) Appili (A) acknowledges, agrees and confirms that Appili has received a copy of the AiPharma LLC Agreement and has reviewed the same and understands its contents, and (B) agrees that Appili shall (1) effective upon the Closing, be a party to and be bound by, and (2) will comply with the terms, conditions and provisions of, in each case, the AiPharma LLC Agreement in the same manner as if Appili were an original signatory thereto and named as a Member (as such term is defined in the AiPharma LLC Agreement) thereunder.

(q) Law. Appili has filed or delivered any documents required under Canadian Securities Laws, US Securities Laws or the Corporations Act to be filed and delivered, and in each case, in all material respects within the time period required, and Appili is otherwise in material compliance with Canadian Securities Laws, US Securities Laws and the Corporations Act and, to Appili's Knowledge, no fact exists which may result in Appili not being in such compliance with Canadian Securities Laws, US Securities Laws or the Corporations Act.

(r) Entitlement to rely on prospectus exemption. Appili has complied and will comply with Canadian Securities Laws in connection with the offer, sale and issuance of the Purchased Appili Shares to AiPharma and confirms that the Purchased Appili Shares may be issued to AiPharma under Canadian Securities Laws without the requirement that Appili file a prospectus qualified under such Canadian Securities Laws.

(s) U.S. Compliance re: Issuance of Purchased Appili Shares.

(i) No General Solicitation. Neither Appili nor any person acting on its behalf, has conducted any "general solicitation" or "general advertising" (as those terms are used in Regulation D under the 1933 Act) in connection with the offer or sale of the Purchased Appili Shares or any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act with respect to the offer or sale of the Purchased Appili Shares.

(ii) No Integrated Offering. Neither Appili nor any of its Affiliates, nor any person acting on its or their behalf has, directly or indirectly, sold, offered for sale or solicited offers to buy or otherwise negotiated in respect of any security, in a manner, or under circumstances, that:

(A) would adversely affect reliance by Appili on the provisions of Rule 506(b) of Regulation D under the 1933 Act for the exemption from the registration requirements of the 1933 Act for the transactions contemplated by this Agreement;

(B) would require registration of the sale of the Purchased Appili Shares under the 1933 Act; or

(C) would cause such offer or solicitation to be deemed integrated with the offering of the Purchased Appili Shares pursuant to US Securities Laws such that there is no available exemption from registration under the 1933 Act.

(iii) Private placement. The offer and sale of the Purchased Appili Shares to AiPharma as contemplated by this Agreement are exempt from:

(A) the registration requirements of the 1933 Act by virtue of Section 4(a)(2) of the 1933 Act and the safe harbor of Rule 506(b) of Regulation D under the 1933 Act; and

(B) the registration and/or qualification provisions of all US Securities Laws, subject to Appili preparing and filing, within prescribed time periods, any forms or notices required under Regulation D under the 1933 Act or applicable blue sky laws in connection with the offer and sale of the Purchased Appili Shares.

(iv) Foreign Private Issuer. As of the Closing Date, Appili is a “foreign private issuer” as that term is defined in Rule 405 under the 1933 Act.

(v) No Registration Required. As of the Closing Date, Appili is not required to register its securities under the Exchange Act, and Appili is not an “investment company” registered or required to be registered under the United States Investment Company Act of 1940, as amended.

(t) Status. Appili is purchasing the Purchased AiPharma Shares as principal, is entitled to purchase the Purchased AiPharma Shares without the benefit of a prospectus qualified under Canadian Securities Laws, is, at the Closing Date, an “accredited investor” within the meaning of paragraph (m) of the definition of “accredited investor” in NI 45-106 and was not created, and is not used, solely to purchase or hold securities as an accredited investor described in paragraph (m) of the definition of “accredited investor” in NI 45-106.

(u) U.S. Compliance re: Purchase of Purchased AiPharma Shares.

(i) Investment Intent. Appili understands that the Purchased AiPharma Shares will be when issued “restricted securities” pursuant to Rule 144(a)(3) under the 1933 Act and have not been registered under the 1933 Act or any applicable US Securities Laws, and, accordingly, may not be offered or sold or otherwise transferred, directly or indirectly, except pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in accordance with applicable US Securities Laws. For purposes of assuring that Appili is not an underwriter within the meaning of Section 2(a)(11) of the 1933 Act for purposes of Rule 502(d) under the 1933 Act, Appili represents that it:

(A) is acquiring the Purchased AiPharma Shares as principal for its own account for investment purposes only (as contemplated by the 1933 Act and the rules and regulations promulgated thereunder) and not with a view to or for distributing or reselling such Purchased AiPharma Shares or any part of such Purchased AiPharma Shares, directly or indirectly, in violation of the 1933 Act;

(B) has no present intention of selling, granting any participation in or otherwise distributing any of such Purchased AiPharma Shares in violation of the 1933 Act; and

(C) has no contract, agreement, undertaking, arrangement or understanding with any other person or persons regarding the selling, granting of participation in, or other distribution of such Purchased AiPharma Shares in violation of the 1933 Act.

(ii) Investor Status. At the time Appili was offered the Purchased AiPharma Shares, it was, and at the Closing it is, an “accredited investor” as defined in Rule 501(a) of Regulation D under the 1933 Act. Appili is not, and is not required to be, registered as a broker or dealer under section 15 of the Exchange Act.

(iii) General Solicitation. Appili is not purchasing the Purchased AiPharma Shares as a result of any “general solicitation” or “general advertising” (as such terms are used in Regulation D under the 1933 Act) including, without limitation, any advertisement, article, notice or other communication regarding the Purchased AiPharma Shares published in any newspaper, magazine, on the Internet or similar media or broadcast over television or radio or presented at any seminar or meeting whose attendees have been invited by any “general solicitation” or “general advertising” or any manner involving a public offering within the meaning of Section 4(a)(2) of the 1933 Act with respect to the offer or sale of the Purchased AiPharma Shares.

(iv) Bad Actor Matters. None of Appili, any predecessor of Appili, any affiliate of Appili, nor any director, executive officer or other officer of Appili, nor any beneficial owner of 20% or more of Appili’s outstanding voting securities is subject to any of the “bad actor” disqualification events described in Rule 506(d)(1)(i) to (viii) of Regulation D under the 1933 Act.

(v) United States Resale Restrictions. Appili acknowledges and understands that the Purchased AiPharma Shares, as restricted securities under 1933 Act, have, in addition to any other resale restrictions imposed by the specific terms thereof or by the application of Canadian Securities Laws, the following resale restrictions under US Securities Laws and, for so long as the Purchased AiPharma Shares are restricted securities under Rule 144(a)(3) under the 1933 Act, Appili hereby agrees to transfer or sell the Purchased AiPharma Shares, directly or indirectly, only: (A) to AiPharma or (B) outside the United States in accordance with Regulation S under the 1933 Act and pursuant to Canadian Securities Laws and the terms of this Agreement, (C) pursuant to the exemptions from registration under the 1933 Act provided by (I) Rule 144 thereunder, if available, or (II) Rule 144A thereunder, if available, and in both cases in accordance with applicable

state securities laws of the United States, or (D) in a transaction that does not require registration under the 1933 Act or any applicable state securities laws of the United States and, in the case of clauses (C)(I) or (D) above, or if otherwise reasonably required by AiPharma, Appili has furnished to AiPharma an opinion of counsel of recognized standing in form and substance reasonably satisfactory to AiPharma to such effect. Appili further acknowledges and understands that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Purchased AiPharma Shares, and on requirements relating to AiPharma which are outside of Appili's control, and which AiPharma is under no obligation and may not be able to satisfy.

(vi) No U.S. Registration. Appili understands and acknowledges that AiPharma is not obligated to file and has no present intention of filing with the United States Securities and Exchange Commission or with any state securities administrator any registration statement in respect of re-sales of the Purchased AiPharma Shares.

(vii) Disclosure of Information. Appili has had an opportunity to discuss AiPharma's business, management, financial affairs and the terms and conditions of the offering of the Purchased AiPharma Shares with AiPharma's management and has had an opportunity to review all information it reasonably required in connection with the investment by Appili.

(viii) Knowledge, Skill and Experience. Appili has such knowledge, skill and experience in business, financial and investment matters that Appili is capable of evaluating the merits and risks of an investment in the Purchased AiPharma Shares. With the assistance of Appili's own professional advisors, to the extent that Appili has deemed appropriate, Appili has made its own legal, tax, accounting and financial evaluation of the merits and risks of an investment in the Purchased AiPharma Shares and the consequences of this Agreement. Appili has considered the suitability of the Purchased AiPharma Shares as an investment in light of its own circumstances and financial condition, and Appili is able to bear the risks associated with an investment in the Purchased AiPharma Shares for an indefinite period of time and to withstand a complete loss of such investment.

(ix) Residence. Appili is a resident of the Province of Nova Scotia, Canada.

## 6. Additional Matters Relating to Representations.

(a) Reliance by Parties. Each Party acknowledges that the other Party has entered into this Agreement in reliance on such Party's representations and warranties set out in this Agreement.

(b) Construction. Each representation and warranty of a Party is to be construed independently of the other representations and warranties of such Party and is not limited by reference to any other such representation or warranty.

(c) Notice of Breach. Each Party will immediately notify the other Party upon becoming aware of any material breach of any representation or warranty given by such Party under this Agreement.

(d) Limitations. The representations and warranties of each Party in this Agreement are not limited in any way by information gathered, or due diligence conducted, by the other Party or such other Party's advisers or Representatives.

(e) Disclosure Schedules. The representations and warranties of (i) AiPharma will be further qualified only to the extent expressly set out in Schedule 1 and (ii) Appili will be further qualified only to the extent expressly set out in Schedule 2 (Schedule 1 or Schedule 2, as applicable, the "Disclosure Schedule").

(f) Survival. Each of the representations and warranties of the Parties will survive the Closing until the earlier of (i) the date that is two years following Closing, and (ii) the expiry of the applicable statute of limitations.

## 7. Covenants of the Parties.

(a) Joint Steering Committee. As promptly as practicable after the Closing, the Parties shall establish a joint steering committee for the development and commercialization of favipiravir and for the planning of further clinical development and clinical trials to be executed with respect thereto (the "Joint Steering Committee"). The Joint Steering Committee will be composed of four (4) members, with AiPharma designating two (2) members and Appili designating two (2) members. AiPharma and Appili shall elect the Chairman of the Joint Steering Committee by mutual agreement, acting reasonably and in good faith.

### (b) Scientific Boards of Advisors

(i) To the extent that such activities do not conflict with either Party's legal obligations, Appili shall cause (and AiPharma will permit) Dr. Armand Balboni and Dr. Yoav Golan to (A) join AiPharma's scientific advisory board and (B) provide guidance and support for the development activities of AiPharma. AiPharma will have the right to name and include Dr. Armand Balboni and Dr. Yoav Golan in AiPharma's published or presentation materials.

(ii) To the extent that such activities do not conflict with either Party's legal obligations, AiPharma shall cause (and Appili will permit) Dr. Alessandro Gadotti and Dr. Richard Kaszynski to join Appili's scientific advisory board, respectively. Appili will have the right to name and include Dr. Alessandro Gadotti and Dr. Richard Kaszynski in Appili's published or presentation materials.

### (c) Public Announcements.

(i) Subject to Section 7(c)(iii), neither Party shall, (and will use its best efforts to ensure that none of its Affiliates, Representatives, other agents or any persons acting on behalf of such Party or any of its Affiliates), issue any public statement or announcement concerning this Agreement, its subject-matter or content, or the transactions

contemplated thereby, or disclose any information provided by the other Party (“Relevant Information”), without the prior written consent of the other Party (which consent will not be unreasonably withheld or delayed), subject to Section 7(c)(iii).

(ii) In any public release or announcement proposed to be made by a Party pursuant to requirements of the Canadian Securities Laws or TSX Rules, where the proposed public release or announcement proposes to make a reference to the other Party or the transactions contemplated hereby, such Party shall provide a copy of the proposed announcement to the other Party for review prior to release, subject to Section 7(c)(iii).

(iii) If any Party is legally required to make a disclosure concerning Relevant Information pursuant to Canadian Securities Laws, TSX Rules or by an order of a Governmental Authority, and such Party (acting reasonably) in order to comply with its legal or regulatory obligations does not have (after using reasonable efforts to have) sufficient time to discuss the form of disclosure with the other Party or provide the other Party with a copy of the disclosure prior to making such disclosure, then such Party must: (A) ensure that any disclosure made regarding Relevant Information is restricted and limited in content and scope to the maximum extent permitted by Law to meet the relevant disclosure requirement; and (B) provide a copy of such disclosure (where it is public information) to the other Party as soon as possible. For the avoidance of doubt, if a Party has sufficient time to discuss the form of disclosure with the other Party or provide a copy of the disclosure to the other Party prior to making the disclosure, it must do so in accordance with its obligations in Section 7(c)(i).

(iv) Following the execution of this Agreement, each Party and its Affiliates and/or advisors may place announcements on their respective corporate websites and in financial and other newspapers and publications (including, without limitation, customary “tombstone” advertisements) describing the Parties’ relationship under this Agreement and including the name of the other Party.

(v) Notwithstanding anything herein to the contrary, to comply with United States Treasury Regulations Section 1.6011-4(b)(3)(i), each Party to this Agreement, and each employee, representative or other agent of such Party, may disclose to any and all persons, without limitation of any kind, the U.S. federal and state income Tax treatment, and the U.S. federal and state income Tax structure, of the transactions contemplated hereby and all materials of any kind (including opinions or other Tax analyses) that are provided to such Party relating to such Tax treatment and Tax structure insofar as such treatment and/or structure relates to a U.S. federal or state income Tax strategy provided to such recipient.

(vi) For the avoidance of doubt, AiPharma acknowledges that Appili may be required to file a copy of this Agreement with the Securities Commissions under its profile on SEDAR (at [www.sedar.com](http://www.sedar.com)) and agrees to such filing (subject to customary permitted redactions in accordance with Canadian Securities Laws). In addition, AiPharma acknowledges that its name, the names of its Affiliates, the names of their respective directors, officers and shareholders, and other specified information, including the number of Purchased Appili Shares, may be disclosed to (A) the Securities Commissions, the TSX

and other applicable Governmental Authorities in Canada and may become available to the public in accordance with the requirements of applicable Laws; and (B) Governmental Authorities pursuant to the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada). AiPharma hereby consents to such disclosure of that information with respect to it.

(vii) For the avoidance of doubt, Appili acknowledges and agrees that AiPharma may make such filings as required by Canadian Securities Laws and US Securities Laws with respect to its ownership of Common Appili Shares or in connection with this Agreement.

(d) TSX Approval Conditions. Appili shall take any such actions as are reasonably necessary, proper or advisable in order to satisfy the TSX Approval Conditions. AiPharma shall reasonably cooperate with Appili in connection with satisfying the TSX Approval Conditions (including with respect to any PIF submissions and resolving any issues identified by the TSX in connection therewith). Except to the extent required by law, no Party shall participate (or allow its Representatives to participate) in any meeting or material communications with the TSX in connection with the TSX Approval Conditions unless such Party consults with the other Party in advance and gives the other Party (or its Representatives) the opportunity to attend and participate at such meeting. Except to the extent prohibited by law, each Party will provide the other Party with copies of all correspondence, filings or communications between such Party or any of its Representatives, on the one hand, and the TSX, on the other hand, with respect to this Agreement and the transactions contemplated hereby.

(e) Interim Period. During the period beginning on the date of this Agreement and ending on the earlier to occur of the termination of this Agreement pursuant to Section 9 or the Closing, each Party (i) shall use its reasonable best efforts to fulfill the other Party's closing conditions set forth in Section 3 as promptly as practicable, and (ii) shall act in good faith and shall not take actions that are inconsistent with or would defeat the intent of this Agreement, except as disclosed in writing to the other Party prior to the date of this Agreement.

(f) Restrictions on Resale. Prior to the Closing, Appili and AiPharma shall, acting reasonably and in good faith, negotiate and finalize a customary registration rights agreement containing registration rights in favour of AiPharma that are customary for a transaction contemplated by this Agreement, on substantially the terms set forth in the term sheet attached hereto as Exhibit A (the "Registration Rights Agreement").

(g) No Amendments to AiPharma LLC Agreement. AiPharma shall not, without Appili's prior written consent (not to be unreasonably withheld, conditioned or delayed), amend or otherwise modify:

- (i) the AiPharma LLC Agreement prior to the Closing Date;
- (ii) Section 7.2 of the AiPharma LLC Agreement at any time;

(iii) the AiPharma LLC Agreement or, in the event AiPharma elects to convert to a corporation, the AiPharma organizational documents, in a manner that is material and disproportionately adverse to Appili relative to other members of AiPharma.

Notwithstanding the foregoing, AiPharma shall not be required to obtain Appili's prior written consent in respect of paragraph (i) and (iii), above, if such amendments or modifications (x) apply to all members or shareholders, as applicable, of AiPharma, in the same fashion or (y) do not materially and adversely impact Appili in a manner disproportionate to other members of AiPharma.

(h) No Amendments to US Tax Classification. AiPharma will take all necessary steps to maintain its status as a corporation for US federal income Tax purposes.

(i) Additional Issuances.

(i) Except as set out in the Disclosure Schedule, AiPharma hereby agrees that at all times prior to the Closing, it will not issue, sell, allocate, assign or distribute any securities of AiPharma, including any AiPharma Shares or any securities convertible into AiPharma Shares or enter into any agreement or understanding with respect to the foregoing.

(ii) The Parties acknowledge and agree that, following the date of this Agreement and prior to the Closing, Appili may consummate a public or private offering of securities of Appili to be completed in one or more tranches (the "Appili Financing") which, shall constitute an issuance of New Securities for the purposes of Section 8(b).

(j) Other Covenants. At all times following the Closing Date, AiPharma shall satisfy the covenants set out in Section 7(j) of the Disclosure Schedule.

## 8. Rights of AiPharma.

(a) Negative Covenants. Until the earlier to occur of (1) the date that is the five (5) year anniversary of the Closing Date and (2) AiPharma's Common Ownership Percentage falling below the Minimum Threshold, Appili shall not, and shall cause its Subsidiaries not to (to the extent applicable), without first obtaining the prior written approval of AiPharma, directly or indirectly:

(i) dispose, in a single transaction, or in a series of transactions, of all or substantially all of its assets;

(ii) cease to be a "reporting issuer" under any Canadian Securities Laws;

(iii) de-list its Common Appili Shares from the TSX, provided that this provision shall not prevent Appili from completing any transaction which would result in Appili ceasing to be listed on the TSX so long as the holders of Common Appili Shares (A) receive securities of an entity which is listed on the TSX, Nasdaq or NYSE (or, subject to the prior approval of AiPharma (such consent not to be unreasonably withheld, conditioned or delayed), a US recognized stock exchange) or cash or (B) have approved

the transaction in accordance with the requirements of Canadian Securities Laws, US Securities Laws and corporate laws;

(iv) undertake any consolidation of its share capital that affects AiPharma adversely and disproportionately relative to other holders of Common Appili Shares, unless such consolidation is required by the TSX or such other stock exchange in the US on which the Common Appili Shares are then listed;

(v) list its Common Appili Shares on any stock exchange other than the TSX, Nasdaq, NYSE or such other US recognized stock exchange approved by AiPharma;

(vi) reduce its paid-up or stated capital;

(vii) make a loan to any director, officer, insider or related party of Appili or any of its Subsidiaries that is not on arms' length terms;

(viii) amend or otherwise change its articles of incorporation or bylaws or equivalent organizational documents to create a class or series of shares equal or superior in any respect to the Common Appili Shares or otherwise in a manner that is adverse to AiPharma or the Common Appili Shares;

(ix) for as long as AiPharma retains its rights to favipiravir, enter into any agreement: (i) with any third party to develop favipiravir outside of the framework of the Joint Steering Committee; or (ii) that is a development or commercialization agreement with respect to favipiravir with any party or group of parties that does not involve AiPharma (or any Affiliate of AiPharma) (which, for greater certainty, shall exclude any agreements required to implement on-going or proposed clinical trial in respect of favipiravir), or willfully take any action (or omit to take any action) that would reasonably be expected to result in a breach of this covenant, subject, in each case, to Appili's obligations under the existing agreements with the other members of the Consortium. Any prior consent of AiPharma requested by Appili in respect of this paragraph (ix) shall not be unreasonably withheld, conditioned or delayed;

(x) adopt any shareholder rights agreement, "poison pill" or other similar agreement or plan; or

(xi) enter into any agreement with respect to any of the matters referred to in the foregoing clauses (i) – (x).

(b) Preemptive Rights.

(i) At all times prior to the Closing Date and, following the Closing Date, for so long as AiPharma's Common Ownership Percentage is at least equal to the Minimum Threshold, in the event that Appili issues any Common Appili Shares, Other Appili Shares or Convertible Appili Securities ("New Securities") to any person other than AiPharma or its Affiliates (which are not Appili Affiliates) (each, a "Subsequent Offering"), AiPharma shall have the right (exercisable in AiPharma's sole discretion with

respect to all or any portion of such right) to subscribe for (on terms identical to the terms on which other participants participate):

(A) in respect of Common Appili Shares:

(1) any issuance of New Securities after the date of this Agreement and prior to the Closing, that number of Common Appili Shares necessary to allow AiPharma to maintain its Common Ownership Percentage (as determined prior to such issuance) as if the Purchased Appili Shares have been issued;

(2) in respect of any issuance of New Securities following the Closing, that number of Common Appili Shares necessary to allow AiPharma to maintain its Common Ownership Percentage (as determined prior to such issuance);

(B) in respect of Other Appili Shares:

(1) any issuance of New Securities after the date of this Agreement and prior to the Closing, that number of Other Appili Shares necessary to allow AiPharma to own a percentage of such Other Appili Shares being issued equal to its Common Ownership Percentage (as determined prior to such issuance), as if the Purchased Appili Shares have been issued;

(2) in respect of any issuance of New Securities following the Closing, that number of Other Appili Shares necessary to allow AiPharma to own a percentage of such Other Appili Shares being issued equal to its Common Ownership Percentage (as determined prior to such issuance); and

(C) in respect of Convertible Appili Securities:

(1) any issuance of New Securities after the date of this Agreement and prior to the Closing, that number of Convertible Appili Securities necessary to allow AiPharma to maintain its Fully-Diluted Ownership Percentage (as determined prior to such issuance), as if the Purchased Appili Shares have been issued;

(2) any issuance of New Securities after the Closing, that number of Convertible Appili Securities necessary to allow AiPharma to maintain its Fully-Diluted Ownership Percentage (as determined prior to such issuance).

(ii) Appili shall provide AiPharma with prompt notice (each, a "Subsequent Offering Notice") of any proposed Subsequent Offering, which Subsequent Offering Notice shall include: (A) as of the date thereof, the total number of outstanding Common Appili Shares; (B) the total number and type of New Securities which are being

offered; (C) the rights, privileges, restrictions, terms and conditions of such New Securities; (D) the consideration per New Security for which such New Securities are being offered; and (E) the proposed closing date of the Subsequent Offering. AiPharma's right to subscribe for New Securities under this Section 8(b) may be exercised by AiPharma by providing to Appili with written notice of its intention to subscribe for New Securities (each, a "Subsequent Offering Subscription Notice") not later than seven (7) Business Days from the date of receipt by AiPharma of a Subsequent Offering Notice. Any Subsequent Offering Subscription Notice shall specify the number of New Securities subscribed for by AiPharma. Notwithstanding anything to the contrary contained herein, AiPharma shall have the right, with respect to each Subsequent Offering Subscription Notice that AiPharma would be required to deliver prior to the Closing Date in the absence of this sentence, to deliver such Subsequent Offering Subscription Notice on the Closing Date.

(iii) Notwithstanding anything to the contrary herein:

(A) in the event that the Subsequent Offering is structured as a prospectus supplement offering under Appili's base shelf prospectus or a "bought deal" short form prospectus offering, AiPharma will need to confirm its election to participate not later than three (3) Business Days following receipt by AiPharma of a Subsequent Offering Notice; and

(B) if the structure of the Subsequent Offering does not permit (or does not practically permit, including with respect to the time periods contemplated or otherwise) AiPharma to participate directly, then the New Securities that AiPharma may be entitled to subscribe for under this Section 8(b) may be offered by way of a separate concurrent private placement to AiPharma or by way of a separate private placement to AiPharma completed as soon as practicable thereafter, but in accordance with the time periods set out in Section 8(b)(ii).

(iv) If AiPharma does not deliver a Subsequent Offering Subscription Notice within the periods prescribed under Section 8(b)(ii) or Section 8(b)(iii), as applicable, or waives its rights hereunder following receipt of a Subsequent Offering Notice, then any rights that AiPharma may have had to subscribe for any of the New Securities covered by that specific Subsequent Offering Notice shall be extinguished, provided that Appili shall not modify the terms of such Subsequent Offering to provide for less consideration per New Security or other more favourable terms in any material respect to the subscribers or purchasers without first providing AiPharma with an amended Subsequent Offering Notice, in which case this Section 8(b) shall apply again. For the avoidance of doubt, each Subsequent Offering shall be treated as a separate transaction and AiPharma shall not have any subsequent rights under this Section 8 with respect to any Subsequent Offering transaction completed (such that no Person can subscribe or participate and it is not part of another Subsequent Offering) by Appili where AiPharma has waived its pre-emptive right (or is deemed to have waived its pre-emptive right) in accordance with this Section 8(b)(iv).

(v) Each Subsequent Offering Notice and Subsequent Offering Subscription Notice, taken together with each subscription agreement in the form that all subscribers are required to enter into with Appili, if any, shall constitute a binding agreement by AiPharma to subscribe for and take up, and by Appili to issue and sell to AiPharma, the number of New Securities subscribed for therein upon the terms and conditions specified in the Subsequent Offering Notice, provided however that the closing of any purchase by AiPharma pursuant to the Subsequent Offering Notice shall only be consummated concurrently with and to the extent of the number of New Securities issued under the issuance or sale described in the Subsequent Offering Notice is consummated.

(vi) A Subsequent Offering Subscription Notice delivered by AiPharma shall not include any conditions not set forth in the Subsequent Offering Notice, and to the extent AiPharma includes any such conditions or otherwise makes its exercise of its preemptive rights conditional on the occurrence of any event, fact or circumstance, such Subsequent Offering Subscription Notice shall be null and void and deemed to have not been given for purposes of this Section 8(b) and AiPharma shall be deemed to have waived its rights hereunder to subscribe for New Securities in connection with such Subsequent Offering.

(vii) AiPharma agrees that AiPharma shall execute and deliver any certification of its status as an accredited investor or other prospectus-exempt status under applicable Canadian Securities Laws, US Securities Laws or other applicable securities Laws as may be requested by Appili, acting reasonably, to comply with such Laws, and, if required by such Laws, any report, undertaking or other documents with respect to the issue of New Securities to it contemplated hereunder.

(viii) Notwithstanding anything to the contrary herein, Appili shall not be obligated to make an offer under or to otherwise comply with, and AiPharma shall have no right to acquire any securities pursuant to this Section 8(b) if the New Securities were or are to be issued pursuant to or in connection with: (A) a rights offering that is offered to all shareholders holding Common Appili Shares; (B) a share split, share dividend or any similar recapitalization; (C) the exercise, conversion or exchange of Convertible Appili Securities which are issued and outstanding as of the date hereof or are issued in accordance with this Section 8(b); or (D) a merger, amalgamation, reorganization, consolidation or other business combination transaction in which AiPharma is entitled to participate pro-rata with the other holders of Common Appili Shares.

(ix) Notwithstanding anything to the contrary contained herein, with respect to any New Securities issued pursuant to or in connection with the exercise or exchange into Common Appili Shares of stock options, deferred share units, restricted share units, bonus shares, or other Convertible Appili Securities under any security-based compensation plan of Appili (each, an "Incentive Issuance"), Appili shall deliver a Subsequent Offering Notice to AiPharma on June 30 and December 31 of each year, with respect to all Incentive Issuances which occurred during the six (6) month period ending such June 30 or December 31, and AiPharma shall have ten (10) Business Days to provide a Subsequent Offering Subscription Notice with respect to the applicable Incentive Issuances. The price per New Security to be paid by AiPharma (the "Subscription Price")

shall be equal to the Discounted VWAP Price as of the date AiPharma timely delivers any Subsequent Offering Subscription Notice with respect to the Subsequent Offering Notice (or such other price as mutually agreed between AiPharma and Appili), subject at all times to the TSX pricing requirements.

(x) Notwithstanding anything to the contrary contained herein, with respect to any New Securities issued in exchange for non-cash consideration pursuant to any transaction, including, without limitation, (A) any acquisition by Appili or its Subsidiary of the shares, assets, properties or business of any person, (B) any alliance, joint venture, lease, partnership, supply agreement or other similar arrangement, or (C) any amalgamation, arrangement, merger, consolidation or other business combination involving Appili or its Subsidiary not covered by clause (D) of Section 8(b)(viii) (each, a “Transaction Issuance”), then the Subscription Price will be determined as follows (or be such other price as mutually agreed between AiPharma and Appili): (1) if the underlying transaction resulting in the Transaction Issuance has a clearly defined price per New Security or a valuation which would readily allow the determination of a clearly defined price per New Security, then the Subscription Price shall be equal to such clearly defined price per New Security; and (2) if price per New Security cannot be readily obtained from such underlying transaction, then the Subscription Price shall be equal to the Discounted VWAP Price the date on which AiPharma delivers a Subsequent Offering Subscription Notice with respect to such Transaction Issuance. The Subscription Price shall at all times be subject to the TSX pricing requirements.

(xi) The Parties acknowledge that the transactions contemplated pursuant to this Section 8(b), including the issuance and resale of New Securities, are subject to applicable Canadian Securities Laws and US Securities Laws, which may impose restrictions on the issuance and resale of the securities acquired by AiPharma hereunder. In particular, the Parties acknowledge that the transactions contemplated pursuant to this Section 8(b) may be subject to Canadian Securities Laws regarding “related party transactions”. Notwithstanding anything else in this Agreement, the Parties agree that, if as a result of complying with such Canadian Securities Laws, (A) the time periods provided herein cannot be practicably complied with, such time periods shall be deemed not to apply to the applicable transaction, and/or (B) the number of New Securities to be issued to AiPharma pursuant to the exercise of its rights under this Section 8(b) exceed what is permissible or would require the approval of the shareholders of Appili, the issuance of such excess New Securities will be deferred, and, in each case, the Parties shall use commercially reasonable efforts to complete the transactions contemplated and intended to be carried out herein in as expeditious a manner as is practical in order to comply with such Canadian Securities Laws. For certainty, if the issuance of New Securities to AiPharma pursuant to this Section 8(b), cannot ultimately be effected without receipt of shareholder approval from the holders of the Common Appili Shares, such shareholder approval shall be obtained at the next regularly scheduled meeting of the shareholders. Appili shall not be required to call a special meeting of the shareholders to approve such transactions.

(xii) For the avoidance of doubt, except as contemplated by Section 13, AiPharma's pre-emptive rights hereunder are not assignable or transferrable by AiPharma, and if AiPharma's Common Ownership Percentage falls below the Minimum Threshold, then AiPharma shall cease to have any rights, and Appili shall cease to have any obligations, under this Section 8(b).

9. Termination. This Agreement may be terminated and the transactions contemplated hereby abandoned at any time prior to the Closing:

(a) by mutual written consent of the Parties;

(b) by either Party, by written notice to the other Party, if either: (i) the TSX Approval Conditions have not been satisfied on or before the date that is sixty (60) days following the date hereof (the "TSX Final Approval Deadline"); or (ii) the TSX has provided its final determination that the TSX Approval Conditions cannot be satisfied as a result of a PIF Exception; provided that the right to terminate this Agreement under this Section 9(b) shall not be available to a Party whose breach of this Agreement is the primary cause of TSX Approval Conditions not having been satisfied. Notwithstanding the foregoing, if the TSX Approval Conditions have not been satisfied by the TSX Final Approval Deadline as a result of a PIF Exception, or the TSX shall have provided its final determination that the TSX Approval Conditions cannot be satisfied due to a PIF Exception, AiPharma shall use commercially reasonable efforts (with reasonable, good-faith cooperation from Appili) to resolve the PIF Exception in a further period of thirty (30) days, failing which either Party may terminate this Agreement by written notice to the other Party; or

(c) by either Party, by written notice to the other Party, if (i) there has been a breach of or any failure to perform any covenant or agreement of the other Party contained in this Agreement, or any representation or warranty of the other Party contained in this Agreement shall be or shall have become inaccurate, in either case so as to cause the conditions to Closing set forth in Section 3(a) or Section 3(b), as applicable, not to be satisfied at such time, and (ii) such breach, failure to perform or inaccuracy (A) is not cured by the other Party prior to the earlier to occur of (x) the TSX Final Approval Deadline (as extended in accordance with clause (c) above) and (y) the date that is fifteen (15) Business Days after the delivery of written notice of such breach, failure to perform or inaccuracy by such Party to the other Party or (B) is not capable of being cured by the TSX Final Approval Deadline (as extended in accordance with clause (c) above); provided, that the right to terminate this Agreement pursuant to this Section 9(c) shall not be available to a Party if such Party is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement so as to cause the conditions to Closing set forth in Section 3(a) or Section 3(b) (as applicable) to not to be satisfied at such time.

10. Further Assurances. Each Party hereby agrees to take such further actions as may be necessary or reasonably requested by another Party to give effect to or to achieve the purpose and intent of this Agreement.

11. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt), (b) when transmitted (except if not a Business Day, then the next Business Day) via email to the email address set out below (and sender shall bear the

burden of proof of delivery, which shall be deemed satisfied if such notice is also delivered by hand, deposited in registered or certified mail (postage prepaid, return receipt requested), or delivered prepaid to a reputable national overnight air courier service on or before the date that is one (1) Business Day after its transmission by email), (c) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third Business Day following the day on which the same is sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other Parties):

If to AiPharma, to:

AiPharma Global Holdings LLC  
14th Floor, One JLT,  
Jumeirah Lakes Towers  
PO Box 103805  
Dubai  
Attention: John White  
Email: *[personal information redacted]*

with a copy (which shall not constitute notice) to:

Greenberg Traurig, LLP  
200 Park Avenue  
New York, NY 10166  
Attention: Doron Lipshitz  
Email: *[personal information redacted]*

If to Appili, to:

Appili Therapeutics Inc.  
#21 – 1344 Summer Street  
Halifax, Nova Scotia  
B3H 0A8  
Attention: Dr. Armand Balboni and Kimberly Stephens  
Email: *[personal information redacted]*

with a copy (which shall not constitute notice) to:

Dentons Canada LLP  
77 King Street West, Suite 400  
Toronto Dominion Centre  
Toronto, Ontario  
Attention: Alex Farcas  
Email: *[personal information redacted]*

12. Binding Effect. This Agreement shall be binding upon and inure to the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

13. Assignments. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party; provided, that either Party shall have the right to assign such Party's rights hereunder to a wholly-owned Subsidiary of such Party (including the right to require the Purchased Appili Shares or the Purchased AiPharma Shares, as applicable, to be issued to such wholly-owned Subsidiary), including, in the case of AiPharma, as provided in the Disclosure Schedule.

14. Amendments and Waivers. This Agreement may only be amended by an instrument in writing signed by both Parties. The Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein and (c) waive compliance by the other Party with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the Party against which such waiver or extension is to be enforced. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. Waiver of any term or condition of this Agreement by a Party shall not be construed as (i) a waiver by the other Party, (ii) a waiver of any subsequent breach or waiver of the same term or condition by such Party, or (iii) a waiver of any other term or condition of this Agreement by such Party.

15. Severability. If any provision of this Agreement, or the application thereof to any person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to replace such provision with a valid, legal and enforceable provision that corresponds as closely as possible to the intentions of the Parties as expressed so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

16. Choice of Law/Consent to Jurisdiction. All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to its rules of conflict of laws. Each Party hereby irrevocably and unconditionally (a) consents to submit to the sole and exclusive jurisdiction of the Chancery Court of the State of Delaware for any proceeding arising out of or relating to this Agreement or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby, provided, that if (and only after) such courts determine that they lack subject matter jurisdiction over any such proceeding, such proceeding shall be brought in the

Federal courts of the United States located in the State of Delaware (in such order, the “Chosen Courts”), (b) waives any objection to the laying of venue of any such proceeding in the Chosen Courts and (c) agrees not to plead or claim in any Chosen Court that such proceeding brought therein has been brought in any inconvenient forum. Each Party hereby agrees not to commence any such proceeding other than before the appropriate Chosen Courts. Each Party agrees that a final, non-appealable judgment in any proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any court of competent jurisdiction, or in any other manner provided by Law. Each Party agrees that service of summons and complaint or any other process that might be served in any proceeding hereunder may be made on such Party by sending or delivering a copy of the process to such Party to be served at the address of such Party and in the manner provided for the giving of notices in Section 11. Nothing in this Section 16, however, shall affect the right of any Party to serve legal process in any other manner permitted by Law.

17. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY THE TRANSACTIONS CONTEMPLATED HEREBY OR THE NEGOTIATION, VALIDITY OR PERFORMANCE HEREOF.

18. Descriptive Headings; Interpretation. The descriptive headings in this Agreement are for convenience of reference only and will not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement. The Parties are sophisticated and have been represented by attorneys throughout the transactions contemplated hereby who have carefully negotiated the provisions hereof. As a consequence, the Parties do not intend that the presumptions of Laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any agreement or instrument executed in connection herewith, and therefore waive their effects.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, understandings and agreements (whether oral or written) between the Parties relating to the same.

20. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Agreement.

21. Expenses. Each Party shall be responsible for and bear its own costs and expenses in connection with the negotiation, execution and performance of this Agreement and the transactions contemplated hereby.

*[Signature pages follow]*

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first above written.

**AiPharma Global Holdings LLC**

By: "Alessandro Gadotti"  
Name: Alessandro Gadotti  
Title: Chief Executive Officer

**Appili Therapeutics Inc.**

By: "Armand Balboni"  
Name: Armand Balboni  
Title: Chief Executive Officer