UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): December 22, 2024

RAPT Therapeutics, Inc.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-38997**	**47-3313701**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
561 Eccles Avenue South San Francisco, California		**94080**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (650) 489-9000

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

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.0001 par value per share	RAPT	The Nasdaq Stock Market LLC

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

Emerging growth company ☒

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

Item 1.01 Entry into a Material Definitive Agreement.

License Agreement

On December 22, 2024, RAPT Therapeutics, Inc. (the "Company") entered into a License Agreement (the "License Agreement") with Shanghai Jemincare Pharmaceutical Co., Ltd., a company incorporated in People's Republic of China ("Jemincare"). Pursuant to the License Agreement and subject to certain rights retained by Jemincare, Jemincare granted the Company: (1) the exclusive and sublicensable rights to develop, manufacture, commercialize and otherwise exploit Jemincare's anti-IgE monoclonal antibody JYB1904 (together with certain related molecules, the "Licensed Molecules") throughout the world (except the mainland of China, Hong Kong, Macau and Taiwan (together, the "Jemincare Territory")) (such territory of the Company, the "RAPT Territory") for any and all uses; (2) the non-exclusive and sublicensable rights to develop the Licensed Molecules in the Jemincare Territory solely for the purposes of exploiting the Licensed Molecules in the RAPT Territory; and (3) the non-exclusive and sublicensable rights to manufacture the Licensed Molecules in the Jemincare Territory solely for the purposes of exercising the Company's rights in the foregoing (1) and (2).

As consideration for the rights granted to the Company by Jemincare, the Company will pay Jemincare $35.0 million as the upfront payment, up to $672.5 million in additional milestone payments, and tiered royalty payments (at percentages ranging from high single-digit to low double-digit) on future net sales of products containing the Licensed Molecules. Those additional milestone payments include $1.5 million contingent upon the completion of manufacturing technology transfer, up to $226.0 million contingent upon the achievement of specified development and regulatory milestone events, and up to $445.0 million contingent upon the achievement of specified commercial milestone events.

Under the License Agreement, royalty payments will be payable on a product-by-product and country-by-country basis during the period commencing on the first commercial sale and continuing until the later of: (a) the 10-year anniversary of the date of such first commercial sale; (b) the expiration of the relevant patent claims; and (c) the expiration of the relevant regulatory exclusivity (the "**Royalty Term**"). Subject to a certain floor, the Company's royalty payments will be reduced by specified percentages for patent expiration, biosimilar entry, payments for third party intellectual property, compulsory sublicenses or drug pricing programs.

The License Agreement will expire on a product-by-product and country-by-country basis upon the expiration of the applicable Royalty Term, unless the License Agreement is earlier terminated by Jemincare or the Company in accordance with the License Agreement. Subject to certain exceptions and requirements, the License Agreement may be terminated: by the Company for any or no reason, by a party for the other party's material breach that is not cured within certain days, by a party for the other party's bankruptcy, insolvency, dissolution, liquidation or winding up; or by Jemincare if the Company or any of its affiliates or sublicensees challenges the validity, enforceability or patentability of any licensed patent. Upon termination of the License Agreement, the rights granted to the Company by Jemincare and any sublicenses granted by the Company will terminate. The License Agreement also contains various representations, warranties, covenants and other provisions that are customary for a transaction of this nature.

The foregoing description of the License Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the License Agreement, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Private Placement

On December 23, 2024, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with accredited investors (the "Investors") pursuant to which the Company, in a private placement, agreed to issue and sell to the Investors an aggregate of (i) 100,000,000 shares of the Company's common stock, $0.0001 par value per share (the "Common Stock"), at a price per share of $0.85 (the "Shares") and (ii) to certain Investors, in lieu of shares of Common Stock, pre-funded warrants (the "Pre-Funded Warrants") to purchase up to 76,452,000 shares of Common Stock (the "Warrant Shares" and together with the Shares, the "Securities") at a price per Pre-Funded Warrant of $0.8499, for gross proceeds of approximately $150 million (the "Private Placement").

Each Pre-Funded Warrant has an exercise price of $0.0001 per Warrant Share. The Pre-Funded Warrants will be exercisable immediately and may be exercised at any time until exercised in full. A holder (together with its affiliates and other attribution parties) may not exercise any portion of a Pre-Funded Warrant to the extent that, immediately after giving effect to such exercise, the holder would own more than a specified percentage of the outstanding Common Stock (ranging from 4.99% to 9.99%as applicable), which percentage may be increased or decreased at the holder's option (not to exceed 19.99%) upon 61 days' notice to the Company subject to the terms of the Pre-Funded Warrants.

Leerink Partners LLC ("Leerink Partners") acted as sole placement agent for the Private Placement. The Company has agreed to pay Leerink Partners customary placement fees in its capacity as placement agent. The Company intends to use the net proceeds from the Private Placement to fund the research and development of its pipeline and for general corporate purposes. The Purchase Agreement contains customary representations and warranties of the Company, on the one hand, and the Investors, on the other hand, and customary conditions to closing. The closing of the Private Placement is expected to occur on December 27, 2024.

In connection with the Private Placement, the Company also entered into a Registration Rights Agreement, dated December 23, 2024 (the "Registration Rights Agreement"), with the Investors. Pursuant to the terms of the Registration Rights Agreement, the Company is obligated to prepare and file with the Securities and Exchange Commission (the "SEC") a registration statement on Form S-3 (the "Registration Statement") to register for resale the Securities (the "Registrable Securities") for resale within 30 days of the closing date of the Private Placement, and to use its reasonable best efforts to have the Registration Statement declared effective at the earliest possible date, but no later than the earlier of (i) the 75th calendar day following the initial filing date of the Registration Statement (ii) the fifth business day after the Company is notified that the SEC will not review the Registration Statement, subject to extension under the terms of the Registration Rights Agreement. The Company has agreed to be responsible for all fees and expenses incurred in connection with the registration of the Registrable Securities. The Company has granted the Investors customary indemnification rights in connection with the Registration Statement filed pursuant to the Registration Rights Agreement. The Investors have also granted the Company customary indemnification rights in connection with the Registration Statement filed pursuant to the Registration Rights Agreement.

The foregoing descriptions of the Purchase Agreement, Pre-Funded Warrants and the Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the form of Purchase Agreement, the form of Pre-Funded Warrant and the form of Registration Rights Agreement, which are filed as Exhibits 10.2, 4.1 and 10.3, respectively, to this Current Report on Form 8-K and incorporated herein by reference.

The representations, warranties and covenants contained in the Purchase Agreement and the Registration Rights Agreement were made solely for the benefit of the parties to the Purchase Agreement and Registration Rights Agreement and may be subject to limitations agreed upon by the contracting parties. Accordingly, the Purchase Agreement and the Registration Rights Agreement are incorporated herein by reference only to provide investors with information regarding the terms of the Purchase Agreement and the Registration Rights Agreement and not to provide investors with any other factual information regarding the Company or its business, and should be read in conjunction with the disclosures in the Company's periodic reports and other filings with the SEC.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosures set forth in Item 1.01 above regarding the Private Placement are incorporated in this Item 3.02. The Shares and Pre-Funded Warrants are being sold and, upon exercise of the Pre-Funded Warrants the Warrant Shares, will be issued without registration under the Securities Act of 1933, as amended (the "Securities Act"), in reliance on the exemptions provided by Section 4(a)(2) of the Securities Act as a transaction not involving a public offering and Rule 506 promulgated under the Securities Act as sales to accredited investors, and in reliance on similar exemptions under applicable state laws. The Investors made relevant representations in the Purchase Agreement.

In addition, on December 23, 2024, the Company entered into an exchange agreement (the "Exchange Agreement") with The Column Group II, LP and certain of its affiliated funds (collectively, the "TCG Funds"), pursuant to which the TCG Funds agreed to exchange an aggregate of 2,951,425 shares of Common Stock for pre-funded warrants (the "Exchange Warrants") to purchase up to 2,951,425 shares of Common Stock (the "Exchange"). The material terms of the Exchange Warrants are identical to the Pre-Funded Warrants, the description of which is incorporated by reference to Item 1.01 of this Current Report on Form 8-K.

The Exchange Warrants will be issued without registration under the Securities Act, in reliance on the exemption from registration contained in Section 3(a)(9) of the Securities Act. The Exchange closed on December 23, 2024, prior to the closing of the Private Placement.

The foregoing description of the Exchange Warrants does not purport to be complete and is qualified in its entirety by reference to the full text of the form of Pre-Funded Warrant, which is filed as Exhibit 4.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Neither this Current Report on Form 8-K nor any exhibit attached hereto is an offer to sell or the solicitation of an offer to buy shares of common stock or other securities of the Company.

Forward-Looking Statements

Statements in this Current Report on Form 8-K that are not strictly historical in nature are forward-looking statements. These statements include, but are not limited to, statements regarding the License Agreement and potential future milestone payments and royalties; the Company's business and clinical development plans, including plans to develop JYB1904 and associated clinical trial and development timelines; the therapeutic potential of JYB1904; the potential commercial opportunity for JYB1904; the ability to obtain necessary regulatory approvals; the completion of the Private Placement and the use of proceeds therefrom; the anticipated filing of a registration statement to cover resales as described above; the completion of the Exchange and other statements that are not historical fact. These statements are only estimates based on current information and expectations and involve a number of risks and uncertainties. Actual events or results may differ materially from those projected in any forward-looking statement due to various factors, including risks and uncertainties inherent in the initiation, progress and completion of clinical trials and clinical development of the Company's product candidates; the risk that clinical trials may have unsatisfactory outcomes; risks associated with preclinical development of product candidates. For a discussion of these and other factors, please refer to the section titled "Risk Factors" in the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2024. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date hereof. The Company undertakes no obligation to correct or update any such statements, whether as a result of new information, future developments, or otherwise, except to the extent required by law.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
4.1	Form of Pre-Funded and Exchange Warrant.
10.1*	License Agreement, dated December 22, 2024, by and between RAPT Therapeutics, Inc. and Shanghai Jemincare Pharmaceutical Co., Ltd.
10.2	Form of Securities Purchase Agreement.
10.3	Form of Registration Rights Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

*Pursuant to Item 601(b)(10)(iv) of Regulation S-K promulgated by the Securities and Exchange Commission, certain portions of this exhibit have been redacted because it is both not material and is the type that the registrant treats as private or confidential. The Company hereby agrees to furnish supplementally to the Securities and Exchange Commission, upon its request, an unredacted copy of this exhibit.

SIGNATURES

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

RAPT Therapeutics, Inc.

Date: December 23, 2024

By: /s/ Rodney Young
Rodney Young
Chief Financial Officer

Exhibit 4.1

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS SECURITY AND THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR (IV) THE SECURITIES ARE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE (WHICH FOR THE AVOIDANCE OF DOUBT SHALL REQUIRE NEITHER CONSENT NOR THE DELIVERY OF AN OPINION).

PRE-FUNDED COMMON STOCK PURCHASE WARRANT

RAPT THERAPEUTICS, INC.

Warrant Shares: [•]

Date of Issuance: [_____], 2024 (such date, the "***Issue Date***")
Warrant No.: PF-[•]

This **PRE-FUNDED COMMON STOCK PURCHASE WARRANT** (the "***Warrant***") certifies that, for value received, the registered holder hereof or its permitted assigns (the "***Holder***") is entitled, upon the terms and subject to the limitations on exercise and the conditions set forth herein, at any time on or after the Issue Date, to subscribe for and purchase from RAPT Therapeutics, Inc., a Delaware corporation (the "***Company***"), up to [•] shares (the "***Warrant Shares***") of the Company's common stock, par value $0.0001 per share ("***Common Stock***"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b). This Warrant is one of the Pre-Funded Common Stock Purchase Warrants issued in connection with the transactions contemplated by that certain Securities Purchase Agreement, dated as of December 23, 2024, by and among the Company and the Investors party thereto (the "***Purchase Agreement***").

Section 1. Definitions. For purposes of this Warrant, the following terms shall have the following meanings:

(a) "***Affiliate***" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act of 1933, as amended (the "***1933 Act***").

(b) "***Attribution Parties***" means, collectively, the following Persons and entities: (i) any investment vehicle, including, any funds, feeder funds or managed accounts, currently, or from time to time after the Issue Date, directly or indirectly managed or advised by the Holder's investment manager or any of its Affiliates or principals, (ii) any direct or indirect Affiliates of the Holder or any of the foregoing, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any of the foregoing and (iv) any other Persons whose beneficial ownership of Common Stock would or could be aggregated with the Holder's and/or any other Attribution Parties for purposes of Section 13(d) or Section 16 of the Securities Exchange Act of

1934, as amended (the "***1934 Act***"). For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage (as defined in Section 2(e)).

(c) "***Bloomberg***" means Bloomberg Financial Markets.

(d) "***Business Day***" means any day except any Saturday, any Sunday, any day that is a federal legal holiday in the United States or any day on which the New York Stock Exchange is authorized or required by law or other governmental action to close.

(e) "***Group***" means a "group" as that term is used in Section 13(d) of the 1934 Act and as defined in Rule 13d-5 thereunder.

(f) "***Person***" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and a government or any department or agency thereof.

(g) "***Standard Settlement Period***" means the standard settlement period, expressed in a number of Trading Days, for the Trading Market with respect to the Common Stock that is in effect on the date of delivery of an applicable Notice of Exercise, which as of the Issue Date was "T+1."

(h) "***Trading Day***" means any day on which the Common Stock is traded on the Trading Market.

(i) "***Trading Market***" means the principal securities exchange or securities market, including an over-the-counter market, on which the Common Stock is then traded in the United States.

(j) "***Weighted Average Price***" means, for any security as of any date, the dollar volume-weighted average price for such security on the Trading Market during the period beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg through its "Volume at Price" function or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30:01 a.m., New York City time, and ending at 4:00:00 p.m., New York City time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in the "pink sheets" published by OTC Markets Group, Inc. (or a similar organization or agency succeeding to its functions of reporting prices). If the Weighted Average Price cannot be calculated for such security on such date on any of the foregoing bases, the Weighted Average Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved pursuant to Section 5(n) with the term "Weighted Average Price" being substituted for the term "Exercise Price." All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during such period.

Section 2. Exercise.

(a) Exercise of Warrant. Subject to the terms and conditions hereof, the purchase rights represented by this Warrant may be exercised, in whole or in part, at any time or times on or after the Issue Date by delivery (whether via email or otherwise) to the Company (or such other office or agency of the Company as it may designate by notice in writing to the registered Holder at the address of the Holder appearing on the books of the Company) of a duly executed copy of the Notice of Exercise form annexed hereto (the "***Notice of Exercise***") and by payment to the Company of an amount equal to the aggregate Exercise Price of the Warrant Shares thereby purchased by wire transfer (or by notifying the Company that this Warrant is being exercised pursuant to a Cashless Exercise (as defined below)). No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise form be required. The Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case the Holder shall surrender this Warrant to the Company for cancellation within three Trading Days after the date the Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

(b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $0.0001, subject to adjustment as provided herein (the "***Exercise Price***").

(c) Mechanics of Exercise.

(i) Delivery of Warrant Shares Upon Exercise. Certificates for shares purchased hereunder shall be transmitted to the Holder by crediting the account of the Holder's prime broker with The Depository Trust Company ("***DTC***") through its Deposit/Withdrawal at Custodian ("***DWAC***") system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the issuance of the Warrant Shares to or resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrant), and otherwise by physical delivery to the address specified by the Holder in the Notice of Exercise no later than the number of Trading Days comprising the Standard Settlement Period after the receipt by the Company of the Notice of Exercise (provided that payment of the Exercise Price (or notification of Cashless Exercise, if applicable) has then been received by the Company) (such date, the "***Warrant Share Delivery Date***"). This Warrant shall be deemed to have been exercised upon proper delivery of the Notice of Exercise and payment of the Exercise Price (or notification of Cashless Exercise). The Warrant Shares shall be deemed to have been issued, and the Holder or any other person so designated to be named therein shall be deemed to have become a holder of record of such shares for all purposes, as of the date the Warrant has been exercised. The Company shall use commercially reasonable efforts to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable.

(ii) Delivery of New Warrant Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant, at the time of delivery of the certificate or certificates representing Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

(iii)Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(c)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date (other than a failure caused by incorrect or incomplete information provided by the Holder to the Company), and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "***Buy-In***"), then the Company shall promptly, and in any event within two Business Days of receipt of notice from the Holder of the occurrence of a Buy-in, either (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, or (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of this Warrant with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. In connection with the foregoing, the Holder shall provide the Company written notice within three Business Days after the occurrence of a Buy-In, indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Subject to Section 5(i), nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Warrant Shares upon exercise of the Warrant as required pursuant to the terms hereof.

(iv)No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Weighted Average Price of the shares of Common Stock on the date immediately preceding the date of the Notice of Exercise or round (up or down) to the nearest whole share.

(v) Charges, Taxes and Expenses. Issuance of certificates for Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental

expense in respect of the issuance of such certificate, all of which taxes and expenses shall be paid by the Company, and such certificates shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; *provided*, *however*, that in the event certificates for Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto.

(vi)Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant pursuant to the terms hereof.

(d) Cashless Exercise. Notwithstanding anything contained herein to the contrary, the Holder may exercise this Warrant, whether in whole or in part, and in lieu of making the cash payment otherwise contemplated to be made to the Company upon such exercise in payment of the Exercise Price, by effecting a cashless exercise of this Warrant pursuant to which the Holder shall receive upon such cashless exercise the "Net Number" of Warrant Shares determined according to the following formula (a "***Cashless Exercise***"):

$$\text{Net Number} = \frac{(A \times B) - (A \times C)}{B}$$

For purposes of the foregoing formula:

A = the total number of shares of Common Stock with respect to which this Warrant is then being exercised.

B = the Weighted Average Price of the shares of Common Stock on the date immediately preceding the date of the Notice of Exercise.

C = the Exercise Price then in effect for the applicable Warrant Shares at the time of such exercise.

If Warrant Shares are issued in such a Cashless Exercise, the Company acknowledges and agrees that in accordance with Section 3(a)(9) of the 1933 Act, the Warrant Shares shall take on the characteristics of the Warrant being exercised, and the holding period of the Warrant being exercised may be tacked on to the holding period of the Warrant Shares. The Company agrees not to take any position contrary to this Section 2(d).

(e) Holder's Exercise Limitations. Notwithstanding anything to the contrary contained herein, the Company shall not effect the exercise of any portion of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, pursuant to the terms and conditions of this Warrant and any such exercise shall be null and void and treated as if never made, to the extent that immediately prior to or after giving effect to such exercise, the Holder together with the other Attribution Parties collectively would beneficially own in excess of [4.99%/9.99%/[•]%] (the "***Maximum Percentage***") of the number of shares of Common Stock outstanding immediately after giving effect to such exercise. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by the Holder and the other Attribution Parties shall include the number of shares of Common Stock held by the Holder and all other Attribution Parties

plus the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination of such sentence is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (A) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or any of the other Attribution Parties and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company (including, without limitation, any convertible notes or convertible preferred stock or warrants, including the other Warrants) beneficially owned by the Holder or any other Attribution Party subject to a limitation on conversion or exercise analogous to the limitation contained in this Section 2(e). For purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Holder is solely responsible for any beneficial ownership calculations and schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(e) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the 1934 Act and the rules and regulations promulgated thereunder. For purposes of this Warrant, in determining the number of outstanding shares of Common Stock the Holder may acquire upon the exercise of this Warrant without exceeding the Maximum Percentage, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (x) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q and Current Reports on Form 8-K or other public filing with the Securities and Exchange Commission (the "***SEC***"), as the case may be, (y) a more recent public announcement by the Company or (z) any other written notice by the Company setting forth the number of shares of Common Stock outstanding (the "***Reported Outstanding Share Number***"). If the Company receives a Notice of Exercise from the Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall (i) notify the Holder in writing of the number of shares of Common Stock then outstanding and, to the extent that such Exercise Notice would otherwise cause the Holder's beneficial ownership, as determined pursuant to this Section 2(e), to exceed the Maximum Percentage, the Holder must notify the Company of a reduced number of Warrant Shares to be purchased pursuant to such Exercise Notice (the number of shares by which such purchase is reduced, the "***Reduction Shares***") and (ii) as soon as reasonably practicable, the Company shall return to the Holder any exercise price paid by the Holder for the Reduction Shares. For any reason at any time, upon the written request of the Holder, the Company shall within one Trading Day confirm orally and in writing or by electronic mail to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder and any other Attribution Party since the date as of which the Reported Outstanding Share Number was reported. In the event that the issuance of Common Stock to the Holder upon exercise of this Warrant results in the Holder and the other Attribution Parties being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the 1934 Act), the number of shares so issued by which the Holder's and the other Attribution Parties' aggregate beneficial ownership exceeds the Maximum Percentage (the "***Excess Shares***") shall be deemed null and void and shall be cancelled ab initio, and the Holder shall not have the power to vote or to transfer the Excess Shares. As soon as reasonably practicable after the issuance of the Excess Shares has been deemed null and void, the Company shall return to the Holder the exercise price paid by the Holder for the Excess Shares. Upon delivery of a written notice to the Company, the Holder may from time to time increase or decrease the Maximum Percentage to any other percentage (not in excess of 19.99% of the issued and outstanding shares of Common Stock immediately after

giving effect to the issuance of the shares of Common Stock issuable upon exercise of this Warrant if exceeding that limit would result in a change of control under Nasdaq Listing Rule 5635(b) or any successor rule) as specified in such notice; *provided* that (i) any such increase in the Maximum Percentage will not be effective until the 61st day after such notice is delivered to the Company and (ii) any such increase or decrease will apply only to the Holder and the other Attribution Parties and not to any other holder of Warrants that is not an Attribution Party of the Holder. For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder for any purpose including for purposes of Section 13(d) or Rule 16a-1(a)(1) of the 1934 Act. No prior inability to exercise this Warrant pursuant to this paragraph shall have any effect on the applicability of the provisions of this paragraph with respect to any subsequent determination of exercisability. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(e) to the extent necessary to correct this paragraph or any portion of this paragraph which may be defective or inconsistent with the intended beneficial ownership limitation contained in this Section 2(e) or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitation contained in this paragraph may not be waived and shall apply to a successor holder of this Warrant.

Section 3. Certain Adjustments.

(a) Subdivision or Combination of Common Stock. During such time as this Warrant is outstanding, if the Company subdivides (by any stock split, stock dividend, recapitalization or otherwise) one or more classes of its outstanding shares of Common Stock into a greater number of shares, the Exercise Price in effect immediately prior to such subdivision will be proportionately reduced and the number of Warrant Shares will be proportionately increased. If the Company at any time during such time as this Warrant is outstanding combines (by combination, reverse stock split or otherwise) one or more classes of its outstanding shares of Common Stock into a smaller number of shares, the Exercise Price in effect immediately prior to such combination will be proportionately increased and the number of Warrant Shares will be proportionately decreased. Any adjustment under this Section 3(a) shall become effective at the close of business on the date the subdivision or combination becomes effective.

(b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if during such time as this Warrant is outstanding the Company grants, issues or sells any rights to purchase stock, warrants, securities or other property, in each case pro rata to the record holders of any class of shares of Common Stock (the "***Purchase Rights***"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, Section 2(e) hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (*provided*, *however*, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right

granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right to be held similarly in abeyance) to the same extent as if there had been no such limitation).

(c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to all holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "***Distribution***"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, Section 2(e) hereof) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (*provided*, *however*, to the extent that the Holder's right to participate in any such Distribution would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such Distribution (and any Distributions declared or made on such initial Distribution or on any subsequent Distribution held similarly in abeyance) to the same extent as if there had been no such limitation).

(d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation with or into another Person, (ii) the Company, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions (which, for the avoidance of doubt, shall not include a license or other agreement granting rights to intellectual property), (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of more than 50% of the outstanding shares of Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (each a "***Fundamental Transaction***"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction (including any Purchase Rights or Distributions then held in abeyance pursuant to Sections 3(b) or 3(c) above, without regard to any limitation in Section 2(e) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (together, the "***Alternate Consideration***"), if any, receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which

this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(e) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Any such payment of such amount of such Alternate Consideration shall be made in the same form of consideration (whether securities, cash or property) as is given to the holders of Common Stock in such Fundamental Transaction, and if multiple forms of consideration are given, the consideration shall be paid to the Holder in the same proportion as such consideration is paid to the holders of Common Stock. The terms of any agreement pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 3(d) and insuring that this Warrant (or any such replacement security) will be similarly adjusted upon any subsequent Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "***Successor Entity***") to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(d) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such adjustments to the number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for the Company (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein. Notwithstanding the foregoing, and without limiting Section 2(e) hereof, the Holder may elect, at its sole option, by delivery of written notice to the Company to waive this Section 3(d) to permit a Fundamental Transaction without the assumption of this Warrant.

(e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest whole share, as the case may be. For purposes of this Section 3, any calculation of the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall not include treasury shares, if any. In any case in which this Section 3 shall require that an adjustment in the Exercise Price be made effective as of a record date for a specified event, if Holder exercises this Warrant after such record date, the Company may elect to defer, until the occurrence of such event, the issuance of the shares of Common Stock and other capital stock of the Company in excess of the shares of Common Stock and other capital stock of the Company, if

any, issuable upon such exercise on the basis of the Exercise Price in effect prior to such adjustment; *provided*, *however*, that in such case the Company shall deliver to the Holder a due bill or other appropriate instrument evidencing the Holder's right to receive such additional shares and/or other capital securities upon the occurrence of the event requiring such adjustment.

(f) Par Value. Notwithstanding anything to the contrary in this Warrant, in no event shall the Exercise Price be reduced below the par value of the Company's Common Stock.

Section 4. Transfer of Warrant.

(a) Transferability. Subject to compliance with any applicable securities laws, this Warrant and all rights hereunder are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company (or other designated agent), together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

(b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company (or other designated agent), together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date set forth on the first page of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

(c) Warrant Register. The Company shall initially serve as warrant agent under this Warrant. The Company shall register ownership of this Warrant, upon records to be maintained by the Company for that purpose (the "***Warrant Register***"), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any assignee to which this Warrant is assigned hereunder) from time to time. Upon 30 days' notice to the Holder, the Company may appoint a new warrant agent. Any corporation into which the Company or any new warrant agent may be merged or any corporation resulting from any consolidation to which the Company or any new warrant agent shall be a party or any corporation to which the Company or any new warrant agent transfers substantially all of its corporate trust or shareholders services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly cause notice of its succession as warrant agent to be mailed (by first class mail, postage prepaid) to the Holder at the Holder's last address as shown on the Warrant Register. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

Section 5. Miscellaneous.

(a) No Rights as Stockholder Until Exercise. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2.

(b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to them of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it, and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

(c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Business Day, then, such action may be taken or such right may be exercised on the next succeeding Business Day.

(d) Authorized Shares. The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant (without regard to any limitations on exercise contained herein). The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of executing stock certificates to execute and issue the necessary certificates for the Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue). Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or by reorganization, transfer, consolidation, merger, dissolution, domestication, continuance, recapitalization, reclassification, waiver, statutory conversion, issue or sale of securities or otherwise, in each case to avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

(e) Governing Law. This Warrant shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to the conflicts of law principles thereof.

(f) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of the Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies. Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

(g) Notices.

(i) Notice Procedures. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be in writing and shall be deemed given and effective on the earliest of: (a) the date of transmission, if such notice or communication is delivered via email at or prior to 5:30 p.m. (New York City time) on a Trading Day, (b) the next Trading Day after the date of transmission, if such notice or communication is delivered via email on a day that is not a Trading Day or later than 5:30 p.m. (New York City time) on any Trading Day, (c) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service or by International Federal Express, (d) the third Trading Day following the date of mailing if sent by first-class registered or certified mail domestic, or (e) upon actual receipt by the party to whom such notice is required to be given. The addresses for such communications shall be:

If to the Company:

RAPT Therapeutics, Inc.
561 Eccles Avenue
South San Francisco, CA 94080
Attention: Chief Financial Officer
Email: ryoung@rapt.com

with a copy (which shall not constitute notice):

Cooley LLP
110 North Wacker
Suite 4200
Chicago, Illinois 60606
Attention: Courtney M.W. Tygesson
Email: CTygesson@cooley.com

If to the Holder:

To the address or email address set forth in the Warrant Register, or as otherwise provided by the Holder to the Company in accordance with this Section 5(g)(i).

(ii) Adjustment to Exercise Price. Whenever the Exercise Price or number of Warrant Shares is adjusted pursuant to any provision of Section 3, the Company shall promptly provide the Holder a notice setting forth the Exercise Price and number of

Warrant Shares after such adjustment and setting forth a brief statement of the facts requiring such adjustment.

(iii)Notice to Allow Exercise by the Holder. After the Issue Date if (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company (which, for the avoidance of doubt, shall not include a license or other agreement granting rights to intellectual property), or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be mailed to the Holder at its last address as it shall appear upon the Warrant Register, at least 10 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; *provided* that the failure to mail such notice or any defect therein or in the mailing thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regard the Company or any of its subsidiaries, the Company shall promptly file such notice with the SEC pursuant to a Current Report on Form 8-K or other applicable report. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

(h) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

(i) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate. Notwithstanding the foregoing or anything else herein to the contrary, if the Company is for any reason unable to issue and deliver Warrant Shares upon exercise of this Warrant as required pursuant to the terms hereof, except as set forth in Section 2(c)(iii) (Buy-In remedy)

and Section 2(c)(iv) (No Fractional Shares), the Company shall have no obligation to pay to the Holder any cash or other consideration or otherwise "net cash settle" this Warrant.

(j) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of the Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

(k) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company and the Holder.

(l) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

(m) Confidentiality. The Holder agrees to keep confidential any proprietary information relating to the Company delivered by the Company hereunder; provided that nothing herein shall prevent the Holder from disclosing such information: (i) to any holder of Warrants or Warrant Shares, (ii) to any Affiliate of any holder of Warrants or Warrant Shares or any actual or potential transferee of the rights or obligations hereunder that agrees to be bound by this Section 5(m), (iii) upon order, subpoena, or other process of any court or administrative agency or otherwise required by law, (iv) upon the request or demand of any regulatory agency or authority having jurisdiction over such party, (v) which has been publicly disclosed without breach of any obligation to the Company, (vi) which has been obtained from any Person that is not a party hereto or an Affiliate of any such party without any breach of any obligation to the Company, (vii) in connection with the exercise of any remedy, or the resolution of any dispute hereunder, (viii) to the legal counsel or certified public accountants for any holder of Warrants or Warrant Shares, or (ix) as otherwise expressly contemplated by this Warrant. Notwithstanding the foregoing, the Company shall not provide material, non-public information or confidential or proprietary information to the Holder without such Holder's written consent. If the Company does provide material, non-public information or confidential or proprietary information to the Holder without such Holder's written consent, the Company shall promptly file such information with the SEC pursuant to a Current Report on Form 8-K or other applicable report and the Holder shall not be subject to any duty of confidentiality contained herein.

(n) Dispute Resolution. In the case of a dispute as to the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares, the Company shall submit the disputed determinations or arithmetic calculations via email within two Business Days of receipt of the Notice of Exercise giving rise to such dispute, as the case may be, to the Holder. If the Holder and the Company are unable to agree upon such determination or calculation of the Exercise Price or the Warrant Shares within three Business Days of such disputed determination or arithmetic calculation being submitted to the Holder, then the Company shall, within two Business Days submit via email (i) the disputed determination of the Exercise Price to an independent, reputable investment bank selected by the Company and approved by the Holder or (ii) the disputed arithmetic calculation of the Warrant Shares to the Company's independent, outside accountant. The Company shall cause at its expense the investment bank or the accountant, as the case may be, to perform the determinations or calculations and notify the Company and the Holder of the results no later than 10 Business Days from the time it receives the disputed determinations or calculations.

Such investment bank's or accountant's determination or calculation, as the case may be, shall be binding upon all parties absent demonstrable error. The expenses of the investment bank and accountant will be borne by the Company unless the investment bank or accountant determines that the determination of the Exercise Price or the arithmetic calculation of the Warrant Shares by the Holder was incorrect, in which case the expenses of the investment bank and accountant will be borne by the Holder.

(o) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

RAPT THERAPEUTICS, INC.

By:_____
Name:
Title:

[Signature Page to RAPT Therapeutics, Inc. Pre-Funded Warrant]

NOTICE OF EXERCISE

TO: RAPT Therapeutics, Inc.

(1) The undersigned holder of Warrant No. PF-_____ hereby elects to purchase Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

☐ Cash Exercise: lawful money of the United States; or

☐ Cashless Exercise: the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in Section 2(d), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in Section 2(d).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

_____

(4) By its delivery of this Notice of Exercise, the undersigned represents and warrants to the Company that in giving effect to the exercise evidenced hereby the Holder will not beneficially own in excess of the number of shares of Common Stock (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) permitted to be owned under Section 2(e) of the Warrant to which this notice relates.

The Warrant Shares shall be delivered to the following DWAC Account Number or by physical delivery of a certificate to:

_____

_____

_____

[SIGNATURE OF HOLDER]

_____
Name of Investing Entity

_____
Signature of Authorized Signatory of Investing Entity

_____
Name of Authorized Signatory

_____
Title of Authorized Signatory

_____
Date

ASSIGNMENT FORM

(To assign the foregoing warrant, execute
this form and supply required information.
Do not use this form to exercise the warrant.)

FOR VALUE RECEIVED, [ ] all of or [ ] shares of the foregoing Warrant and all rights evidenced thereby are hereby assigned to

_____ whose address is

_____

_____

_____
Date

_____
Holder's Signature

Holder's Address:

_____

_____

_____

NOTE: The signature to this Assignment Form must correspond with the name as it appears on the face of the Warrant, without alteration or enlargement or any change whatsoever.

Exhibit 10.1

LICENSE AGREEMENT

by and between

SHANGHAI JEMINCARE PHARMACEUTICAL CO., LTD.

and

RAPT THERAPEUTICS, INC.

dated as of December 22, 2024

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this "**Agreement**") is entered into as of December 22, 2024 (the "**Effective Date**") by and between Shanghai Jemincare Pharmaceutical Co., Ltd., a company incorporated in People's Republic of China with an address of Lane 535, Huanqiao Road, Pudong, Shanghai, China ("**Jemincare**"), and RAPT Therapeutics, Inc., a company incorporated in Delaware with an address of 561 Eccles Ave., South San Francisco, CA 94080, United States ("**RAPT**"). Jemincare and RAPT are each referred to herein by name or as a "**Party**" or, collectively, as the "**Parties**".

RECITALS

WHEREAS, Jemincare has developed JYB1904 (as defined below) for the treatment of chronic spontaneous urticaria and allergic asthma.

WHEREAS, RAPT is a biopharmaceutical company engaged in the research, development, manufacture and commercialization of human therapeutic products.

WHEREAS, the Parties desire to enter into this Agreement, pursuant to which RAPT wishes to obtain, and Jemincare wishes to grant, an exclusive license under the Licensed IP (as defined below) to Exploit (as defined below) the Licensed Molecules and Licensed Products in the RAPT Territory (each, as defined below) on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1
DEFINITIONS

Unless specifically set forth to the contrary herein, the following terms shall have the respective meanings set forth below.

1.1. "**Accounting Standards**" means United States generally accepted accounting principle as in effect from time to time.

1.2. "**Achieved Milestone**" is defined in Section 8.2.2 (Development Milestone Payments).

1.3. "**Acquired Party**" is defined in Section 2.10.3.

1.4. "**Acquirer IP**" is defined in Section 14.4.4.

1.5. "**Acquiring Entity**" means, in the case of a Change of Control of a Party, the successor in interest, resulting entity, assignee or purchaser, as applicable, of such Party and its Affiliates.

1.6. "**Adverse Event**" means any untoward medical occurrence in a patient or Clinical Trial subject administered a pharmaceutical product and which does not necessarily have to have a causal relationship with this treatment. An Adverse Event can therefore be any unfavorable and unintended sign (including an abnormal laboratory finding), symptom, or disease temporally associated with the use of a medicinal product, whether or not considered related to the medicinal product.

1.7. "**Affiliate**" means any individual, corporation, association or other business entity that directly or indirectly controls, is controlled by, or is under common control with the Party in question. As used in this definition of "Affiliate", the term "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the stock having the right to vote for directors thereof or the ability to otherwise control the management of the corporation or other business entity whether through the ownership of voting securities, by contract, resolution, regulation or otherwise.

1.8. "**Agreement**" is defined in the Preamble.

1.9. "**Alliance Manager**" is defined in Section 3.5 (Alliance Managers).

1.10. "**Annual Net Sales**" means total Net Sales in the RAPT Territory of Licensed Product(s) in a particular Calendar Year.

1.11. "**Applicable Law**" means all applicable laws, statutes, rules, regulations, orders, judgments, or ordinances having the effect of law of any national, multinational, federal, state, provincial, county, city, or other political subdivision, including, to the extent applicable, International Conference on Harmonisation (ICH) Guidelines, GCP, GLP, and GMP, as well as all applicable data protection and privacy laws, rules, and regulations, including, to the extent applicable the Health Insurance Portability and Accountability Act (HIPAA) and the Health information Technology for Economic and Clinical Health Act (HITECH) and all rules or regulations arising from either, and the EU Data Protection Directive (Council Directive 95/46/EC) and applicable laws implementing the EU Data Protection Directive and the General Data Protection Regulation (2016/679).

1.12. "**Asset Purchaser**" means, with respect to a Party, any Third Party that has acquired all or substantially all of such Party's assets related to this Agreement and that is not an Acquiring Entity of such Party.

1.13. "**Auditor**" is defined in Section 8.5.2 (Audit Rights).

1.14. "**Bankruptcy Code**" means Title 11 of the United States Code entitled "Bankruptcy," as now and hereafter in effect, or any successor statute.

1.15. "**Bioequivalency Data**" is defined in Section 5.3.1(a).

1.16. "**Biosimilar**" means, with respect to a given Licensed Product, a biological product approved under the Public Health Service Act 351(k) as a biosimilar, follow-on biologic or generic biological product to such Licensed Product, including any such biosimilar, follow-on biologic or generic biological product [***].

1.17. "**Biosimilar Application**" is defined in Section 9.6.1.

1.18. "**Biosimilar Entry**" means, with respect to a Licensed Product in a country in the RAPT Territory, the sale of one or more Biosimilar(s) for any of the Indications included in the approved labeling of such Licensed Product in such country [***].

1.19. "**BLA**" means (a) a Biologics License Application, supplemental Biologics License Application, or similar application filed or to be filed with the FDA in connection with seeking Regulatory Approval for commercial marketing or sale of a pharmaceutical or biologic product, as described in Title 21 of the U.S. Code of Federal Regulations, Part 601, et seq., or (b) any corresponding application in another country or regulatory jurisdiction outside the United States, including without limitation, in the case of the

European Union, an MAA filed with the EMA pursuant to the centralized approval procedure or with the applicable Regulatory Authority of a country in the European Union with respect to the mutual recognition or any other national approval procedure.

1.20. "**BLA Filing**" means acceptance of the filing of a BLA by the applicable Regulatory Authority.

1.21. "**Business Day**" means a day other than a Saturday, Sunday or any day on which commercial banks San Francisco, California or the People's Republic of China are authorized or required by Applicable Law to remain closed.

1.22. "**Calendar Quarter**" means each of the three (3) month periods ending March 31, June 30, September 30, and December 31; *provided*, that: (a) the first Calendar Quarter of the Term shall begin on the Effective Date and end on the first to occur of March 31, June 30, September 30, and December 31, as applicable; and (b) the final Calendar Quarter of the Term shall end on the last day of the Term.

1.23. "**Calendar Year**" means the period beginning on the Effective Date and ending on December 31 of the calendar year in which the Effective Date falls, and thereafter each successive period of twelve (12) consecutive calendar months beginning on January 1 and ending on December 31; *provided* that the final Calendar Year of the Term shall end on the last day of the Term.

1.24. "**Change of Control**" means, with respect to a Person, any of the following, in a single transaction or a series of related transactions: (a) the direct or indirect acquisition by a Third Party of (i) beneficial ownership of more than fifty percent (50%) of the then-outstanding securities or other voting interests of such Person (or, if applicable, a parent of such Person) or (ii) the ability to otherwise control the management of such Person (or, if applicable, a parent of such Person) whether through the ownership of voting securities, by contract, resolution, regulation or otherwise; or (b) the merger, reorganization, consolidation or business combination involving such Person (or, if applicable, a parent of such Person) with a Third Party that results in the holders of the beneficial ownership of the voting securities or other voting interests of such Person (or, if applicable, a parent of such Person) immediately prior to such merger, reorganization, consolidation or business combination ceasing to hold beneficial ownership of more than fifty percent (50%) of the combined voting power of the surviving entity resulting from such merger or consolidation; or (c) the acquisition by a Third Party of all or substantially all of the assets of the Person.

1.25. "**[***] Manufacturing Process**" is defined in Section 5.3.1(a).

1.26. "**Claims**" is defined in Section 11.2.4.

1.27. "**Clinical Data**" means all results, information, data, data analyses, reports, case report forms, Adverse Event reports and trial records generated by or on behalf of a Party or its Affiliates or (sub)licensees in the performance of a Clinical Trial for the Licensed Product, including [***].

1.28. "**Clinical Data Transfer Plan**" means the plan for the transfer of Clinical Data from one Party to the other Party set forth on Schedule 1.28 (Clinical Data Transfer Plan).

1.29. "**Clinical Trial**" means any human clinical trial of a Licensed Product, including any Phase 1 Clinical Trials, Phase 2 Clinical Trials, Phase 3 Clinical Trials, and Registrational Trials.

1.30. [***].

1.31. [***].

1.32. "**Combination Product**" means a Licensed Product that is comprised of or contains a Licensed Molecule as an active ingredient together with one or more other active ingredients sold either as a fixed dose or unit or as separate doses or units in a single package.

1.33. [***].

1.34. [***].

1.35. "**Commercialization**" means any and all activities directed to the commercialization of a product, including marketing, detailing, promotion, market research, distributing, order processing, handling returns and recalls, booking sales, customer service, administering, product sampling, and commercially selling such product, importing, exporting, and transporting such product for commercial sale, and seeking pricing approval of a product (if applicable), whether before or after Regulatory Approval has been obtained, as well as all regulatory compliance with respect to the foregoing.

1.36. "**Commercially Reasonable Efforts**" means, with respect to a Party's obligation under this Agreement to conduct a particular activity, that level of efforts and resources required to carry out such obligation consistent with the efforts a similarly situated biopharmaceutical or biotechnology company devotes to a compound or product of its own or to which it has exclusive rights at a similar stage of research, development or commercialization and of similar market potential, strategic importance, and profit potential, based on conditions then prevailing and taking into account: (a) [***], (b) [***], (c) [***], (d) [***], (e) [***], (f) [***] and (g) other relevant [***] factors. With respect to RAPT's obligations [***], Commercially Reasonable Efforts shall be determined on a country-by-country and Indication-by-Indication basis for the applicable Licensed Molecule or Licensed Product, and it is anticipated that the level of effort shall change over time, reflecting changes in the status of such Licensed Molecule or Licensed Product (as applicable) and the market or country involved, and the application of the foregoing factors in the exercise of Commercially Reasonable Efforts may result in RAPT ceasing the Development or Commercialization of a Licensed Molecule or Licensed Product (in whole or in part).

1.37. "**Competing Activities**" is defined in Section 2.10.2.

1.38. "**Competing Infringement**" is defined in Section 9.6.1.

1.39. "**Competing Product**" is defined in Section 2.10.1.

1.40. "**Compulsory Net Sales**" is defined in Section 8.3.3(d) (Royalty Adjustment for Compulsory Sublicense).

1.41. "**Compulsory Sublicense**" means, with respect to a Licensed Product and a country or administrative region in the RAPT Territory, a sublicense under the Licensed IP to sell or offer for sale such Licensed Product in such country or territory that is required to be granted by a Governmental Authority to a Third Party or to such Governmental Authority within such country or territory without direct or indirect authorization from RAPT or its Affiliates.

1.42. " **Compulsory Sublicense Royalty Rate**" is defined in Section 8.3.3(d) (Royalty Adjustment for Compulsory Sublicense).

1.43. " **Confidential Information**" means, with respect to a Party, all confidential or proprietary information, including chemical or biological materials, chemical structures, commercialization plans, correspondence, customer lists, data, development plans, formulae, improvements, Inventions, Know-How, processes, regulatory filings, Regulatory Materials, reports, strategies, techniques, or other information, in

each case, that are Controlled by such Party or its Affiliates, or disclosed by or on behalf of such Party or any of its Affiliates to the other Party or any of its Affiliates pursuant to this Agreement, regardless of whether any of the foregoing are marked "confidential" or "proprietary" or communicated to the other Party by or on behalf of the disclosing Party in oral, written, visual, graphic, or electronic form, or are obtained by the other Party through any audit or inspection. All Licensed Know-How that is specifically related to the Licensed Molecule or Licensed Product and is disclosed by one Party to another Party shall be deemed to be the Confidential Information of the Disclosing Party.

1.44. "**Control**" means, with respect to any item of information, material, Regulatory Materials, Know-How, Patent or other intellectual property right, and subject to Section 14.4.4, the possession of the right, whether directly or indirectly and whether by ownership, license or otherwise (other than by operation of the license or other grants in Section 2.1 (Licenses to RAPT), Section 2.9 (Transfer of Development Data), Section 5.3.2 (Manufacturing Technology Transfer), Section 13.6.4 (Sale of Existing Inventory), and Section 13.7 (Specific Effects of Termination)), to grant a license, sublicense or other right to or under such information, material, Regulatory Material, Know-How, Patent or other intellectual property right as provided for herein without violating the terms of any agreement with any Third Party. "**Controlled**" and "**Controlling**" have their correlative meanings.

1.45. "**Cover**" means, with reference to a Patent and a molecule or product, that the making, using, offering to sell, selling, importing, or exporting of such molecule or product would infringe such Patent in the country in which such activity occurs without a license thereto (or ownership thereof).

1.46. "**Cure Period**" is defined in Section 13.3 (Termination for Material Breach).

1.47. "**Damages**" means all losses, costs, claims, damages, judgments, liabilities, and expenses (including reasonable attorneys' fees and other reasonable and documented out-of-pocket costs in connection therewith).

1.48. "**Data Room**" means the data room established by Jemincare or its Affiliates [***] in connection with the transactions contemplated hereby.

1.49. "**Development**" means: (a) research activities (including non-clinical studies, drug discovery, identification, or synthesis) with respect to a product; or (b) preclinical and clinical drug development activities and other development activities with respect to a product, including test method development and stability testing, toxicology, formulation, manufacturing process development, qualification and validation, quality assurance, quality control, Clinical Trials (including the conduct of Clinical Trials and other trials commenced after Regulatory Approval), statistical analysis and report writing, the preparation and submission of INDs and MAAs, regulatory affairs with respect to the foregoing, and all other activities necessary or useful or otherwise requested or required by a Regulatory Authority or as a condition or in support of obtaining or maintaining a Regulatory Approval. For clarity, "**Development**" does not include Manufacturing. When used as a verb, "**Develop**" means to engage in Development.

1.50. "**Development Milestone Event**" is defined in Section 8.2.2 (Development Milestone Payments).

1.51. "**Development Milestone Payment**" is defined in Section 8.2.2 (Development Milestone Payments).

1.52. [***].

1.53. "**Disclosing Party**" is defined in Section 10.1 (Nondisclosure).

1.54. "**Dispute**" is defined in Section 14.6.2 (Referral to Senior Executives).

1.55. "**Distributor**" means any Third Party appointed by RAPT or any of its Affiliates or Sublicensees to purchase, distribute, market and resell a Licensed Product, as applicable, in one or more countries in the RAPT Territory in circumstances where such Third Party purchases Licensed Products from RAPT or its Affiliates or Sublicensees, but does not otherwise make any royalty or other revenue-based payment to RAPT or its Affiliates or Sublicensees with respect to its intellectual property rights with respect to, or its purchase of, such Licensed Product.

1.56. "**Dollars**" or "**$**" means the legal tender of the United States.

1.57. "**Due Diligence Review**" means the due diligence review of the information, documents and materials contained in the Data Room that was conducted by or on behalf of RAPT or its Affiliates prior to the Effective Date regarding the Licensed Molecules and Licensed Products.

1.58. "**Effective Date**" is defined in the Preamble.

1.59. "**Effective Royalty Rate**" is defined in Section 8.3.3(d) (Royalty Adjustment for Compulsory Sublicense).

1.60. "**Electronic Delivery**" is defined in Section 14.11 (Counterparts).

1.61. "**EMA**" is defined in Section 1.167 ("Regulatory Authority" definition).

1.62. "**EU**" or "**European Union**" means all countries that are officially recognized as member states of the European Union as of the Effective Date.

1.63. "**Excluded Sublicensee**" means any Sublicensee that is: (a) a Third Party vendor or subcontractor granted a Sublicense under any Licensed IP solely for the purposes of such Third Party performing services for or on behalf of RAPT wherein such Third Party does not sell or cause the sale or other disposition of any Licensed Product, its Affiliates or Sublicensees or (b) any Third Party granted a Settlement Sublicense.

1.64. "**Exclusive License**" is defined in Section 2.1.1 (Exclusive Development and Commercialization License in RAPT Territory).

1.65. "**Exclusive License Sublicensee**" means any Sublicensee to whom RAPT has granted a Sublicense of the rights licensed to RAPT by Jemincare under the Exclusive License, whether alone or along with the rights licensed to RAPT by Jemincare under the Jemincare Territory Development License and/or the Jemincare Territory Manufacturing License.

1.66. "**Exclusivity Period**" means the period of time beginning on the Effective Date and continuing until [***].

1.67. "**Executive Officers**" means: (a) with respect to Jemincare, its Chief Executive Officer (Xiaoxiang Li as of the Effective Date); and (b) with respect to RAPT, its Chief Executive Officer (Brian Wong as of the Effective Date).

1.68. [***].

1.69. "**Existing Regulatory Materials**" means the Regulatory Materials for the Licensed Molecule or Licensed Products that are Controlled by Jemincare or its Affiliates as of the Effective Date, including the Regulatory Materials set forth on Schedule 1.69 (Existing Regulatory Materials).

1.70. "**Expert**" is defined in Section 14.6.3(a) (Conduct of the Arbitration).

1.71. "**Exploit**" means make, have made, hold or keep (whether for disposal or otherwise), research, use, have used, transport, distribute, promote, market, sell, have sold, offer for sale, export, import or otherwise dispose of, including to Develop, Manufacture, Commercialize. Variations of the word "Exploit" (such as "Exploitation") shall have correlative meanings.

1.72. "**FDA**" is defined in Section 1.167 ("Regulatory Authority" definition).

1.73. "**FDA Bioequivalency Determination**" is defined in Section 5.3.2(a).

1.74. "**Field**" means any and all uses, including the diagnosis, prevention or treatment of diseases and other conditions in all indications in humans and animals.

1.75. "**First Commercial Sale**" means, with respect to a Licensed Product and a country, the first sale for monetary value for use or consumption by the end user of such Licensed Product in such country after Regulatory Approval for such Licensed Product has been obtained in such country. Sales prior to receipt of Regulatory Approval for such Licensed Product, such as so-called "treatment IND sales," "named patient sales," and "compassionate use sales," shall not be construed as a First Commercial Sale.

1.76. "**Floor**" is defined in Section 8.3.3(f) (Floor).

1.77. "**GCP**" means the applicable then-current ethical and scientific quality standards for designing, conducting, recording, and reporting Clinical Trials as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the United States, Good Clinical Practices established through FDA guidances, and, outside the United States, Guidelines for Good Clinical Practice – ICH Harmonized Tripartite Guideline (ICH E6).

1.78. "**GLP**" means the applicable then-current good laboratory practice standards as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction, including in the United States, those promulgated or endorsed by the FDA in U.S. 21 C.F.R. Part 58, or the equivalent thereof as promulgated or endorsed by the applicable Regulatory Authorities outside of the United States.

1.79. " **GMP**" means the applicable then-current good manufacturing practice standards relating for fine chemicals, intermediates, bulk products, or finished pharmaceutical, biological, or diagnostic products, as are required by applicable Regulatory Authorities or Applicable Law in the relevant jurisdiction of Manufacture or sale of Manufactured product, including, as applicable: (a) all applicable requirements detailed in the FDA's current Good Manufacturing Practices regulations, U.S. 21 C.F.R. Parts 210 and 211; (b) all applicable requirements detailed in the EMA's "The Rules Governing Medicinal Products in the European Community, Volume IV, Good Manufacturing Practice for Medicinal Products;" and (c) all Applicable Law promulgated by any Governmental Authority having jurisdiction over the manufacture of the applicable molecule, agent, compound, or pharmaceutical, biological, or diagnostic product, as applicable.

1.80. " **Governmental Authority**" means any: (a) federal, state, local, municipal, foreign, or other government; (b) governmental or quasi-governmental authority of any nature (including any agency, board, body, branch, bureau, commission, council, department, entity, governmental division,

instrumentality, office, officer, official, organization, representative, subdivision, unit, and any court or other tribunal); (c) multinational governmental organization or body; or (d) entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military, or taxing authority or power of any nature.

1.81. "**HGR Agency**" is defined in Section 6.6.2 (HGR Data).

1.82. "**IgE**" means [***].

1.83. "**IND**" means an investigational new drug application (including any amendment or supplement thereto) submitted to the FDA pursuant to U.S. 21 C.F.R. Part 312, including any amendments thereto, and any comparable filing(s) outside the U.S. for the investigation of any product in any other country or group of countries (including a clinical trial application in the EU).

1.84. "**Indemnification Claim Notice**" is defined in Section 12.3.1.

1.85. "**Indemnitee**" is defined in Section 12.3.1.

1.86. "**Indemnitor**" is defined in Section 12.3.1.

1.87. "**Indication**" means an indication or use for a separate and distinct disease, medical condition or disorder in humans, which indication or use is approved or recognized by a Regulatory Authority to be included as a distinct indication or use in the labeling of an applicable product based on the results of a separate and distinct Registrational Trial that is sufficient to support the Regulatory Approval of such indication or use; *provided*, *however*, that (a) [***]; (b) [***]; (c) [***]; and (d) [***].

1.88. "**Indirect Tax**" means value added, sales, consumption, goods and services taxes or other similar taxes required by Applicable Law to be disclosed as a separate item on the relevant invoice.

1.89. "**Initial Clinical Supply Order**" is defined in Section 5.1.1(a).

1.90. "**Initiation**" means, with respect to a Clinical Trial, the dosing of the [***] patient with the Licensed Product (or the placebo for such Licensed Product) in such Clinical Trial.

1.91. "**Invention**" means any process, invention, method, use, composition of matter, article of manufacture, discovery, or finding that is conceived or reduced to practice, whether or not patentable.

1.92. "**IRA**" is defined in Section 8.3.3(e) (Drug Pricing Programs).

1.93. "**Jemincare**" is defined in the Preamble.

1.94. "**Jemincare CMO**" means a Third Party contract manufacturing organization with which Jemincare or any of its Affiliates has entered into a written agreement for the Manufacture of the Licensed Molecules or Licensed Products.

1.95. "**Jemincare Indemnitees**" is defined in Section 12.1 (Indemnification by RAPT).

1.96. "**Jemincare Product Marks**" is defined in Section 9.10.2 (Jemincare Product Marks).

1.97. "**Jemincare-Prosecuted Patents**" is defined in Section 9.2.2.

1.98. "**Jemincare Prosecution and Maintenance**" is defined in Section 9.2.2.

1.99. "**Jemincare Resulting Inventions**" is defined in Section 9.1.1(b).

1.100. "**Jemincare Resulting Patent**" is defined in Section 9.1.1(b).

1.101. "**Jemincare Supply Period**" is defined in Section 5.1.1(d).

1.102. "**Jemincare Territory**" means the People's Republic of China, including the mainland of China and administrative regions of Hong Kong, Macau and Taiwan.

1.103. "**Jemincare Territory Development License**" is defined in Section 2.1.2.

1.104. "**Jemincare Territory Manufacturing License**" is defined in Section 2.1.3 (Non-Exclusive Manufacturing License in Jemincare Territory).

1.105. "**Joint Resulting Inventions**" is defined in Section 9.1.1(c).

1.106. "**Joint Resulting Patents**" is defined in Section 9.1.1(c).

1.107. "**Joint Steering Committee**" or "**JSC**" is defined in Section 3.1 (Joint Steering Committee).

1.108. "**JYB1904**" means the molecule as set forth in Schedule 1.108 (JYB1904).

1.109. "**Know-How**" means technical, scientific and other data, Invention, know-how and information, including trade secrets, specifications, biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and information, including study designs and protocols, assays and biological methodology, in each case (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form.

1.110. "**Knowledge**" means, with respect to a Party, (a) [***] knowledge of such Party's Executive Officers, general counsel, in-house intellectual property counsel, CMC (Chemistry, Manufacturing, and Controls) lead, Development lead, and business development lead with respect to the Licensed Molecules or Licensed Products (together, the "**Knowledge Persons**"), based on such individuals' good faith understanding of the facts and information [***], after reasonable inquiry and consultation with their direct reports; and (b) where any such Knowledge Person has not made such reasonable inquiry or consultation, the knowledge such Knowledge Person would reasonably be expected to have had they made such reasonable inquiry or consultation with respect to the applicable matter.

1.111. "**Knowledge Persons**" is defined in Section 1.110 ("Knowledge" definition).

1.112. "**Licensed IP**" means the Licensed Patents and the Licensed Know-How.

1.113. "**Licensed Know-How**" means any Know-How Controlled by Jemincare or its Affiliates as of the Effective Date or at any time during the Term of this Agreement that is (a) necessary or useful for the Exploitation of any Licensed Molecule and/or any Licensed Product, or (b) disclosed by Jemincare or its Affiliates to RAPT or its Affiliates in connection with this Agreement. Without limiting the foregoing definition, Licensed Know-How includes the Know-How set forth in Schedule 1.113 (Licensed Know-How).

1.114. "**Licensed Molecule**" means (a) JYB1904; and (b) [***].

1.115. "**Licensed Patents**" means any Patent Controlled by Jemincare or its Affiliates as of the Effective Date or at any time during the Term of this Agreement that claims or Covers the composition of matter, Exploitation, method of use or method of manufacture of the Licensed Molecule or the Licensed Product, including the Jemincare Resulting Patents and Jemincare's interests in any Joint Resulting Patents. Without limiting the foregoing definition, the Licensed Patents existing as of the Effective Date are listed in Schedule 1.115 (Licensed Patents).

1.116. "**Licensed Product**" means any pharmaceutical product containing or comprising a Licensed Molecule, alone or in combination with one or more active ingredients, in any and all forms, presentations, dosages and formulations, including Combination Products.

1.117. "**MAA**" means a Marketing Authorization Application, NDA, BLA, or similar application, as applicable, and all amendments and supplements thereto, submitted to the FDA, EMA (pursuant to the centralized procedure to the applicable national Regulatory Authority of a member country in the European Union with respect to the mutual recognition procedure or decentralized procedure), Medicines and Healthcare Products Regulatory Agency in the United Kingdom, or Ministry of Health, Labour and Welfare of Japan, or any equivalent filing in a country or regulatory jurisdiction other than the U.S., European Union, United Kingdom and Japan with the applicable Regulatory Authority, to obtain marketing approval for a pharmaceutical, biological, or diagnostic product, in a country or in a group of countries or an administrative region.

1.118. "**Manufacture**" or "**Manufacturing**" means all activities related to the manufacture and production of a Licensed Molecule or Licensed Product, including the production of any of the following to the extent used in a Licensed Product: any drug substance produced in bulk form for use as an active pharmaceutical ingredient, drug product, compounded or finished final packaged and labeled form, and in intermediate states, including the following activities: reference standard preparation, purification, formulation, scale-up, packaging, disposition of product, quality assurance oversight, quality control testing (including in-process release and stability testing and analytical and characterization methods), storage of product or any component or ingredient thereof and validation activities directly related to all of the foregoing, and data management and recordkeeping related to all of the foregoing. References to a Party engaging in Manufacturing activities shall include having any or all of the foregoing activities performed by a Third Party as permitted under this Agreement.

1.119. "**Manufacturing Materials**" means the physical materials and documents identified in the Manufacturing Technology Transfer Plan to be transferred to RAPT thereunder, including manufacturing master and executed batch records, detailed analytical methods, validation report of all analytical methods, certain reagents and columns that are needed to Manufacture or test drug substance and drug product, master cell bank, working cell bank, and all methods from the Jemincare CMO, in each case to the extent Controlled by Jemincare or as otherwise specified in Schedule 5.3.2 (Manufacturing Technology Transfer Plan).

1.120. "**Manufacturing Technology Receiving Entity**" shall mean one of RAPT, an Affiliate of RAPT, a RAPT CMO in the RAPT Territory, or, subject to Section 5.1.2 (Manufacturing by RAPT) and solely with respect to Manufacturing in the Jemincare Territory, a RAPT CMO selected by RAPT [***], in each case for Manufacturing Licensed Molecules and Licensed Products on behalf of RAPT.

1.121. "**Manufacturing Technology Transfer**" is defined in Section 5.3.2(a).

1.122. "**Manufacturing Technology Transfer Milestone Payment**" is defined in Section 8.2.1 (Manufacturing Technology Transfer Milestone Payment).

1.123. "**Manufacturing Technology Transfer Plan**" is defined in Section 5.3.2(a).

1.124. "**Master Cell Bank**" means a culture of well characterized cells that express the Licensed Molecule which are derived from [***] cells, manufactured in compliance with GMP, adapted to a suitable medium composition, distributed into containers in a single operation, processed together in such a manner as to ensure uniformity, and stored in such a manner as to ensure stability as further described in the Manufacturing Technology Transfer Plan.

1.125. "**Milestone Event**" means the Successful Completion of Manufacturing Technology Transfer, a Development Milestone Event or a Net Sales Milestone Event, as applicable.

1.126. "**Milestone Payment**" means the Manufacturing Technology Transfer Milestone Payment, a Development Milestone Payment or a Net Sales Milestone Payment, as applicable.

1.127. "**NDA**" means a New Drug Application submitted to the FDA, or any successor application or procedure, as more fully defined in 21 C.F.R. § 314.50 et. seq, or any corresponding application in another country or regulatory jurisdiction outside of the United States.

1.128. [***].

1.129. "**Net Sales**" means, with respect to a Licensed Product for any period, the [***] amount [***] by RAPT, its Affiliates or its or their Sublicensees (excluding any Excluded Sublicensee) (each, a "**Selling Entity**") for the sale or other disposition of a Licensed Product to Third Parties, [***], in a bona fide arm's length transaction less deductions from such [***] amounts [***], for:

(a) [***];

(b) [***];

(c) [***];

(d) [***];

(e) [***];

(f) [***];

(g) [***];

(h) [***];

(i) [***].

For clarity, in no event shall any particular amount identified above, be deducted more than once in calculating Net Sales (i.e., no "double counting" of reductions).

Net Sales shall be calculated using the Selling Entity's internal audited systems (in accordance with the Accounting Standards and record-keeping systems and policies) used consistently across the Selling Entity's pharmaceutical operations to report product sales, as adjusted for any of items (a) to (i) above not taken into account in such systems.

Any of the deductions listed above that involves an expense incurred by a Selling Entity shall be taken as a deduction [***]. For the purposes of determining Net Sales, [***] a "sale" shall not include transfers or dispositions of such Licensed Product for pre-clinical or clinical, regulatory, governmental or charitable purposes or as samples, in each case, without charge, at cost or below cost.

Sales between RAPT, its Affiliates or its or their Sublicensees will not result in any Net Sales unless the transferee is the last Person in the distribution chain of the Licensed Product. The first sale by RAPT, its Affiliate or its or their Sublicensee to any Person that is not RAPT, its Affiliate or its or their Sublicensee results in Net Sales.

In the case of any Combination Product sold in a given country in the RAPT Territory, Net Sales for the purpose of determining royalties and Net Sales Milestone Events of the Combination Product in such country shall be calculated by [***].

[***].

[***].

[***].

Subject to the above, Net Sales shall be calculated in accordance with the standard internal policies and procedures of the applicable Selling Entity, which must be in accordance with Accounting Standards.

1.130. "**Net Sales Milestone Event**" is defined in Section 8.2.3 (Net Sales Milestone Payments).

1.131. "**Net Sales Milestone Payment**" is defined in Section 8.2.3 (Net Sales Milestone Payments).

1.132. "**NMPA**" is defined in Section 1.167 ("Regulatory Authority" definition).

1.133. "**Non-Royalty Sublicensing Revenue**" is defined in Section 8.3.3(d) (Royalty Adjustment for Compulsory Sublicense).

1.134. "**Ongoing Jemincare Trials**" means (a) the Phase 2 Clinical Trial conducted by or on behalf of Jemincare titled "Trial of JYB1904 in Patients With Allergic Asthma, NCT06438757" and (b) the Phase 2 Clinical Trial conducted by or on behalf of Jemincare titled "Trial of JYB1904 in Chronic Spontaneous Urticaria".

1.135. "[***].

1.136. "**Party**" or "**Parties**" is defined in the Preamble.

1.137. A "**Party's Territory**" means (a) with respect to Jemincare, the Jemincare Territory and (b) and with respect to RAPT, the RAPT Territory.

1.138. "**Patents**" means: (a) all patents and patent applications in any country or supranational jurisdiction worldwide; (b) any substitutions, divisionals, continuations, continuations-in-part, reissues, renewals, registrations, confirmations, re-examinations, extensions, supplementary protection certificates, and the like of any such patents or patent applications; (c) any and all patents that have issued or in the future issue from the foregoing patent applications ((a) and (b)), including utility models, petty patents, innovation patents, design patents and certificates of invention; and (d) any and all extensions or

restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations or any other post-grant proceedings and extensions (including any supplementary protection certificates and the line) of the foregoing patents or patent applications ((a), (b) and (c)).

1.139. "**Person**" means any individual, partnership, joint venture, limited liability company, corporation, firm, trust, association, unincorporated organization, governmental authority or agency, or any other entity not specifically listed herein.

1.140. "**Personal Data**" means any information relating to an identified or identifiable individual as defined under Applicable Laws, including any Protected Health Information as defined under HIPAA.

1.141. "**Phase 1 Clinical Trial**" means a human clinical trial of a Licensed Product in the United States that would satisfy the requirements of 21 CFR 312.21(a), or its equivalents outside the United States. Without limiting the foregoing, a human clinical trial shall be deemed to be a Phase 1 Clinical Trial if it is designated as a Phase 1 Clinical Trial in a regulatory filing, by checking the appropriate box, by the title of the trial, or by other means of designation in the filing.

1.142. "**Phase 2 Clinical Trial**" means a human clinical trial of a Licensed Product in the United States that would satisfy the requirements of 21 CFR 312.21(b), or its equivalents outside the United States. Without limiting the foregoing, a human clinical trial shall be deemed to be a Phase 2 Clinical Trial if it is designated as a Phase 2 Clinical Trial in a regulatory filing, by checking the appropriate box, by the title of the trial, or by other means of designation in the filing.

1.143. "**Phase 3 Clinical Trial**" means a human clinical trial of a Licensed Product in the United States that would satisfy the requirements of U.S. 21 C.F.R. Part 312.21(c) or its equivalents outside the United States. Without limiting the foregoing, a Phase 3 Clinical Trial include a human clinical trial that is intended to: (a) establish that the Licensed Product is safe and efficacious for its intended use; (b) define contraindications, warnings, precautions, and adverse reactions that are associated with the Licensed Product in the dosage range to be prescribed; and (c) support Regulatory Approval for such Licensed Product, or a similar clinical purpose prescribed by the relevant Regulatory Authorities in a country or administrative region other than the United States.

1.144. "**PHSA**" is defined in Section 9.6.1.

1.145. " **Pricing Approval**" means, in any country or administrative region where a Governmental Authority authorizes reimbursement for, or approves or determines pricing for, pharmaceutical products, receipt (and, if required to make such authorization, approval or determination effective, publication) of such reimbursement authorization or pricing approval or determination (as the case may be).

1.146. "**Prior Manufacturing Process**" means the process for the Manufacture of Licensed Product [***].

1.147. "**Priority Applications**" is defined in Section 9.2.2(a).

1.148. "**Privacy Law**" is defined in Section 6.6.1 (Personal Data).

1.149. "**Processing**" (and "**Process**") means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.150. "**Prosecution and Maintenance**" or "**Prosecute and Maintain**" means, with respect to a Patent, the preparation, filing, prosecution, and maintenance of such Patent (including such Patent's related Patents in other jurisdictions or such Patent's related national or regional stages), as well as re-examinations, reissues, appeals, and requests for patent term adjustments and patent term extensions with respect to such Patent, together with the initiation or defense of interferences, oppositions, post grant review, inter partes review, derivations, re-examinations, post-grant proceedings, and other similar proceedings (or other defense proceedings with respect to such Patent, but excluding the defense of challenges to such Patent as a counterclaim in an infringement proceeding) with respect to the particular Patent, and any appeals therefrom. For clarification, "**Prosecution and Maintenance**" or "**Prosecute and Maintain**" shall not include any other enforcement actions taken with respect to a Patent.

1.151. "**PVA**" is defined in Section 6.4.2.

1.152. "**Quality Agreement**" is defined in Section 5.1.3 (Quality Agreement).

1.153. "**RAPT**" is defined in the Preamble.

1.154. " **RAPT CMO**" means a Third Party contract manufacturing organization (CMO) or contract development and manufacturing organization (CDMO) with which RAPT or any of its Affiliates has entered into a written agreement for the Manufacture of the Licensed Molecules or Licensed Products. [***].

1.155. "**RAPT Development Plan**" is defined in Section 4.2 (RAPT Development Plan).

1.156. "**RAPT Indemnitees**" is defined in Section 12.2 (Indemnification by Jemincare).

1.157. "**RAPT Product Marks**" is defined in Section 9.10 (Trademarks).

1.158. "**RAPT Project**" is defined in Section 4.1.2.

1.159. "**RAPT-Prosecuted Patents**" is defined in Section 9.2.1.

1.160. "**RAPT Prosecution and Maintenance**" is defined in Section 9.2.1.

1.161. **"RAPT Resulting Inventions"** is defined in Section 9.1.1(a).

1.162. "**RAPT Resulting Patents**" is defined in Section 9.1.1(a).

1.163. "**RAPT Territory**" means worldwide, excluding the Jemincare Territory.

1.164. "**Receiving Party**" is defined in Section 10.1 (Nondisclosure).

1.165. "**Registrational Trial**" means a human clinical trial of a Licensed Product on a sufficient number of subjects that, (a) prior to commencement of such human clinical trial, is designed to establish that such Licensed Product has an acceptable safety and efficacy profile for its intended use, and to determine warnings, precautions, and adverse reactions that are associated with such Licensed Product in the dosage range to be prescribed, which trial is intended to support Regulatory Approval of such Licensed Product, or a similar clinical trial prescribed by the applicable Regulatory Authority, and (b) is a registration trial sufficient for filing an application for a Regulatory Approval for such Licensed Product, as evidenced by: (x) an agreement with or statement from the applicable Regulatory Authority on a special protocol

assessment or its equivalent, or (y) other guidance or minutes issued by the applicable Regulatory Authority for such registration trial.

1.166. "**Regulatory Approval**" means all approvals (including Pricing Approvals), licenses, and authorizations of the applicable Regulatory Authority required for the marketing and sale of a pharmaceutical, biological or diagnostic product, for a particular Indication in a country or region, including approvals of MAAs and the approvals by the applicable Regulatory Authority of any expansion or modification of the label for such Indication.

1.167. "**Regulatory Authority**" means any Governmental Authority that is involved granting approvals for the conduct of clinical trials or the manufacturing, marketing, reimbursement or pricing of a pharmaceutical, biological, or diagnostic product, as applicable, including the U.S. Food and Drug Administration (and any successor entity thereto) (the "**FDA**") in the U.S., the European Medicines Agency (and any successor entity thereto) (the "**EMA**") in the EU, the National Medical Products Administration (the "**NMPA**") in China, and the Ministry of Health, Labour, and Welfare of Japan, or the Pharmaceuticals and Medical Devices Agency of Japan (or any successor to either of them), as the case may be in Japan, or any health regulatory authority in any country or region that is a counterpart to the foregoing agencies.

1.168. "**Regulatory Exclusivity**" means, with respect to each Licensed Product in any country or administrative region, the period of any exclusivity rights or protection (other than patent exclusivity, by way of example including without limitation [***]) granted or afforded by any Regulatory Authority or Applicable Law within such country or administrative region within the RAPT Territory that (a) confers exclusive marketing and Commercialization rights with respect to such Licensed Product in such country or administrative region or (b) prohibits the use of or reference to, for purposes of obtaining Regulatory Approval of a pharmaceutical or biologic product, without the consent of the holder of the Regulatory Materials, to the clinical and other data that is contained in such Regulatory Materials and that is not published or publicly available outside of such Regulatory Materials.

1.169. "**Regulatory Materials**" means the regulatory registrations, filings, applications, or submissions with any Regulatory Approval, and any authorizations, clearances or approvals arising from the foregoing (including approvals of MAAs, supplements and amendments, pre- and post-approvals, Pricing Approvals, reimbursement approvals, and labeling approvals), Regulatory Approvals, and other submissions made to or with any Regulatory Authority for Development (including the conduct of Clinical Trials), Manufacture, or Commercialization of a pharmaceutical, biological, or diagnostic product in a regulatory jurisdiction, together with all related pre-clinical and clinical data submitted to such Regulatory Authority, and correspondence to or from any Regulatory Authority, written minutes of any material meetings, telephone conferences or discussions with the relevant Regulatory Authority, and all documents referenced in the complete regulatory chronology for each MAA, including all drug master files (if any), clinical trial applications, INDs, BLAs, and NDAs, and equivalents outside the United States of any of the foregoing.

1.170. "**Resulting Inventions**" means the Joint Resulting Inventions, the RAPT Resulting Inventions, and the Jemincare Resulting Inventions, collectively.

1.171. "**Resulting Patents**" means the Joint Resulting Patents, the RAPT Resulting Patents, and the Jemincare Resulting Patents, collectively.

1.172. "**Right of Reference**" means the "right of reference" defined in 21 C.F.R. § 314.3(b), or its equivalents outside the United States, including with regard to a right-granting Party, allowing the applicable Regulatory Authority in a country or administrative region within the other right-receiving Party's Territory to have access to relevant information (by cross-reference, incorporation by reference or

otherwise) contained in Regulatory Materials associated with Licensed Products (including corresponding documents, data, clinical dossiers, and drug master file (DMF), if any, contained in such Regulatory Materials) Controlled by such right-granting Party during the Term, solely as necessary or reasonably useful for the other right-receiving Party to seek, obtain or maintain Regulatory Approval for Licensed Products in such country or administrative region as permitted under this Agreement.

1.173. [***].

1.174. [***].

1.175. [***].

1.176. "**Royalty Rates**" is defined in Section 8.3.1 (Royalty Rates).

1.177. "**Royalty Report**" is defined in Section 8.4.1 (Payment of Royalties; Report).

1.178. "**Royalty Term**" is defined in Section 8.3.2 (Royalty Term; License Conversion).

1.179. "**Rules**" is defined in Section 14.6.3(a) (Conduct of the Arbitration).

1.180. "**SEC**" is defined in Section 10.3.1(a).

1.181. "**Securities Regulators**" is defined in Section 10.3.1(a).

1.182. "**Segregate**" means, with respect to a Competing Product, to segregate the Exploitation activities relating to such Competing Product from the Exploitation activities relating to Licensed Molecules and Licensed Products in a manner such that no data, information, Inventions or intellectual property rights related to Licensed Molecules and Licensed Products are accessible for use in the Exploitation of such Competing Product, and that there is no overlap in such Exploitation activities, including ensuring that no personnel involved in performing the research, Development, Manufacture or Commercialization, as applicable, of such Competing Product, have access to non-public plans or non-public information relating to the research, Development, Manufacture or Commercialization of Licensed Molecules and Licensed Products or any other relevant Confidential Information of RAPT or Jemincare; *provided* that [***].

1.183. "**Selling Entity**" is defined in Section 1.129 ("Net Sales" definition).

1.184. "**Sell-Off Period**" is defined in Section 13.6.4 (Sale of Existing Inventory).

1.185. "**Settlement Sublicense**" means a Sublicense granted to a Settlement Sublicensee.

1.186. "**Settlement Sublicensee**" means a Sublicensee to which RAPT or any of its Affiliates or Sublicensees has granted a Sublicense as a result of a settlement involving any intellectual property dispute.

1.187. "**[***]**" is defined in Section 14.6.3(a) (Conduct of the Arbitration).

1.188. "**Skipped Milestone**" is defined in Section 8.2.2 (Development Milestone Payments).

1.189. "**Specifications**" means the specifications, procedures, requirements, standards, quality control testing and other data and the scope of services for the Licensed Molecules or Licensed Products as set forth in Schedule 1.189 (Specifications) as modified from time to time in writing, subject to the Parties' mutual consent.

1.190. "**Subcontractor**" is defined in Section 2.7 (Subcontracting).

1.191. "**Sublicense**" is defined in Section 1.192 (Sublicensee).

1.192. "**Sublicensee**" means, with respect to RAPT, a Third Party, or Affiliate of RAPT, to whom RAPT has granted a sublicense, either directly or indirectly, in accordance with Section 2.6 (Sublicensing), of the rights licensed to RAPT by Jemincare under this Agreement (each such sublicense a "**Sublicense**").

1.193. "**Successful Completion of Manufacturing Technology Transfer**" means the completion of [***] drug substance for use in the Licensed Product by the Manufacturing Technology Receiving Entity [***].

1.194. "**Supply Agreement**" is defined in Section 5.1.4 (Supply Agreement).

1.195. [***].

1.196. "**Tax Action**" is defined in Section 8.4.3(d) (Tax Action).

1.197. "**Term**" is defined in Section 13.1 (Term).

1.198. "**Termination Date**" means the effective date of any termination of this Agreement.

1.199. "**Third Party**" means any Person other than Jemincare or RAPT that is not an Affiliate of Jemincare or of RAPT.

1.200. "**Third Party Claim**" means any and all Claims brought by a Third Party.

1.201. "**Third Party Infringement**" is defined in Section 9.8.1.

1.202. "**Third Party License Obligation**" is defined in Section 8.3.3(c) (Royalty Reductions for Third Party Payments).

1.203. "**Trademark**" means any word, name, symbol, color, shape, designation or any combination thereof, including any trademark, service mark, trade name, brand name, sub-brand name, trade dress, product configuration rights, program name, delivery form name, certification mark, collective mark, logo, tagline, slogan, design or business symbol, that functions as an identifier of source, origin or quality, whether or not registered, and all statutory and common law rights therein and all registrations and applications therefor, together with all goodwill associated with, or symbolized by, any of the foregoing, and all domain names, URLs or social media tags, handles and other identifiers containing such marks.

1.204. "**Transaction Agreement**" means this Agreement, any Supply Agreement, Quality Agreement, [***], the PVA, and any other agreement, if entered into by Jemincare (or any of its Affiliates) and RAPT (or any of its Affiliates) during the Term that explicitly relates to the Exploitation of the Licensed Molecules or Licensed Products conducted by or on behalf of RAPT under this Agreement.

1.205. "**United States**" or "**U.S.**" means the United States of America and all of its territories and possessions.

1.206. "**Valid Claim**" means any claim of an issued and unexpired Patent within the Licensed Patents (as may be extended through supplementary protection certificate, patent term adjustment or patent term extension) but not Joint Resulting Patents or a pending Patent application within such Licensed Patents that continues to be Prosecuted and Maintained in good faith and has not been pending for more than [***]

from the earliest priority date, which claim (a) has not been revoked, held invalid or unenforceable by a patent office, court or other Governmental Authority of competent jurisdiction in a final and non-appealable judgment (or judgment from which no appeal was taken within the allowable time period) and (b) has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination or disclaimer or otherwise.

1.207. "**Wholesale Acquisition Cost**" is defined in Section 8.3.3(f) (Drug Pricing Programs).

1.208. "**Working Cell Bank**" means a culture of well characterized cells for the Licensed Molecule, which is a secondary population originated from the Master Cell Bank, Manufactured in compliance with GMP, adapted to a suitable medium composition, distributed into containers in a single operation, processed together in such a manner as to ensure uniformity, and stored in such a manner as to ensure stability as further described in the Manufacturing Technology Transfer Plan.

ARTICLE 2
LICENSES; KNOW-HOW TRANSFER

2.1. **Licenses to RAPT**.

2.1.1 Exclusive Exploitation License in RAPT Territory. Subject to the terms and conditions of this Agreement (including Article 8 (Financial Terms)) Jemincare hereby grants to RAPT an exclusive (even as to Jemincare and its Affiliates, except to exercise the retained rights as set forth in Section 2.3 (Jemincare Retained Rights)), transferrable (solely pursuant to Section 14.4 (Assignment)), and sublicensable through one tier or multiple tiers (solely in accordance with Section 2.6 (Sublicensing)) license, under the Licensed IP, to import into, Develop, Manufacture, Commercialize, and otherwise Exploit the Licensed Molecules and the Licensed Products in the Field in the RAPT Territory ("**Exclusive License**").

2.1.2 Non-Exclusive Development License in Jemincare Territory. Subject to the terms and conditions of this Agreement, including Section 4.1.2, Jemincare hereby grants to RAPT a non-exclusive, transferrable (solely pursuant to Section 14.4 (Assignment)), and sublicensable (solely pursuant to this Section 2.1.2 (Non-Exclusive Development License in Jemincare Territory) and in accordance with Section 2.6 (Sublicensing)) license, under the Licensed IP, to Develop the Licensed Molecules and the Licensed Products in the Field in the Jemincare Territory, solely for purposes of the Exploitation of the Licensed Molecules and the Licensed Products in the Field in the RAPT Territory ("**Jemincare Territory Development License**"). Notwithstanding the foregoing, RAPT shall have the right to sublicense the Jemincare Territory Development License, [***], through a single tier or multiple tiers, [***].

2.1.3 Non-Exclusive Manufacturing License in Jemincare Territory. Jemincare hereby grants to RAPT a non-exclusive, transferrable (solely pursuant to Section 14.4 (Assignment)), and sublicensable (solely pursuant to this Section 2.1.3 (Non-Exclusive Manufacturing License in Jemincare Territory) and in accordance with Section 2.6 (Sublicensing)) license, under the Licensed IP, to Manufacture, make or have made the Licensed Molecules and the Licensed Products in the Field in the Jemincare Territory, solely for purposes of the Development and Commercialization of the Licensed Molecules and the Licensed Products in the Field in the RAPT Territory to the extent permitted under Section 2.1.1 (Exclusive Development and Commercialization License in RAPT Territory) or the Development of the Licensed Molecules and the Licensed Products in the Field in the

Jemincare Territory to the extent permitted under Section 2.1.2 (Non-Exclusive Development License in Jemincare Territory) ("**Jemincare Territory Manufacturing License**"). RAPT shall have the right to sublicense the Jemincare Territory Manufacturing License [***]. In addition, RAPT and each of its Exclusive License Sublicensees shall have the right to sublicense the Jemincare Territory Manufacturing License [***] for performing the Manufacturing activity in the Jemincare Territory, *provided* that [***].

2.2. **License to Jemincare**. Subject to the terms and conditions of this Agreement, RAPT hereby grants to Jemincare a [***], transferable, non-exclusive, sublicensable (through multiple tiers) license under all RAPT Resulting Patents and RAPT's interests and rights in Joint Resulting Patents to Exploit Licensed Molecules and Licensed Products in the Field in Jemincare Territory, *provided* that RAPT shall have the right to terminate this license for Jemincare's material breach of this Agreement in accordance with Section 13.3 (Termination for Material Breach). [***].

2.3. **Jemincare Retained Rights**. Subject to the terms and conditions of this Agreement, and notwithstanding anything to the contrary in Section 2.1 (Licenses to RAPT), Jemincare retains for itself a non-exclusive right to practice the Licensed IP in the RAPT Territory solely as reasonably necessary to perform Jemincare's obligations or support of the activities of RAPT under this Agreement. Notwithstanding anything contrary to this Section 2.3 (Jemincare Retained Rights), Jemincare retains for itself a non-exclusive right to make, have made or otherwise Manufacture the Licensed Molecules and Licensed Products in RAPT Territory solely for (a) supplying to RAPT for RAPT's use as permitted under this Agreement, and (b) importation into and use in the Jemincare Territory.

2.4. **Right of Reference**.

2.4.1 Subject to the terms and conditions of this Agreement, Jemincare hereby grants to RAPT a non-exclusive, transferable Right of Reference to the Regulatory Materials for the Ongoing Jemincare Trials and any additional Phase 1 Clinical Trial and Phase 2 Clinical Trial relating to any Licensed Molecules and Licensed Products conducted by or on behalf of Jemincare or any of its Affiliates and licensees of the Licensed IP in the Field during the Term, solely as reasonably required by RAPT for use in Development and Commercialization of the Licensed Molecules and Licensed Products for any Indication in the Field in the RAPT Territory or for use in the Development activity associated with [***] RAPT Projects in Jemincare Territory, [***].

2.4.2 RAPT hereby grants to Jemincare a non-exclusive, transferable Right of Reference to the Regulatory Materials for any Phase 1 Clinical Trial and Phase 2 Clinical Trial relating to any Licensed Molecules and Licensed Products for any Indication conducted by or on behalf of RAPT or any of its Affiliates or Sublicensees during the Term, solely as reasonably required by Jemincare for use in Exploitation of the Licensed Molecules and Licensed Products in the Field in Jemincare Territory.

2.4.3 Notwithstanding the foregoing Section 2.4.1 and Section 2.4.2, any Regulatory Approvals and any Phase 1 Clinical Trial or Phase 2 Clinical Trial that is also a Registrational Trial shall be excluded from this Section 2.4 (Right of Reference).

2.5. **Restrictive Covenants**.

2.5.1 Jemincare shall not transfer ownership or Control of the Licensed Patents to a Third Party unless under assignment of this Agreement or in connection with a

Change of Control to the same Third Party pursuant to Section 14.4 (Assignment; Change of Control).

2.5.2 Each Party hereby covenants and agrees that it shall not, and shall ensure that its Affiliates, and Sublicensees (in the case of RAPT), or licensees shall not, directly or indirectly, Commercialize, transport, distribute, promote, market, sell, have sold, offer for sale, import into or otherwise dispose of the Licensed Molecules or Licensed Products, including via internet or mail order, in the other Party's Territory. With respect to any country or administrative region in the other Party's Territory, a Party shall not, and shall ensure that its Affiliates and their respective Sublicensees (in the case of RAPT) or licensees shall not: (a) knowingly engage in any advertising or promotional activities relating to the Licensed Molecules or Licensed Products that are directed to customers or other purchaser or users of the Licensed Molecules or Licensed Products located in such country or administrative region, (b) actively solicit orders for the Licensed Molecules or Licensed Products from any prospective purchaser located in such country or administrative region, or (c) knowingly sell or distribute the Licensed Molecules or Licensed Products to any Person in such Party's Territory who intends to sell the Licensed Molecules or Licensed Products in such country or administrative region in the other Party's Territory. If either Party receives any order for the Licensed Molecules or Licensed Product from a prospective purchaser reasonably believed to be located in a country or administrative region in the other Party's Territory, such Party shall promptly refer that order to the other Party and such Party shall not accept any such order. Each Party shall not deliver or tender (or cause to be delivered or tendered) the Licensed Molecules or Licensed Products into a country or administrative region in the other Party's Territory. Each Party shall not, and shall cause its Affiliates and their respective Sublicensees (in the case of RAPT) or licensees to not, knowingly restrict or impede in any manner the other Party's exercise of its exclusive rights in the other Party's Territory. Notwithstanding the foregoing restrictions in this Section 2.5.2, each Party shall have the right to conduct activities required to be performed by such Party, and exercise such Party's rights, in each case, under this Agreement that would otherwise be restricted by this Section 2.5.2 without breaching this Section 2.5.2.

2.6. **Sublicensing**.

2.6.1 RAPT shall have the right to grant Sublicenses, through a single tier or multiple tiers of Sublicensees, under the licenses granted under Section 2.1 (Licenses to RAPT), to Affiliates and to Third Parties; *provided* that: (a) [***]; (b) [***]; and (c) [***]. RAPT shall notify Jemincare of any Sublicense (other than any Sublicense to a Person described in clause (a) of the definition of Excluded Sublicensee in Section 1.63) entered into with a Third Party promptly, but no more than [***], after such entry and provide Jemincare with a copy of each such Sublicense promptly following its execution; *provided, however,* that RAPT shall have the right to redact from each such Sublicense financial terms, any terms that do not affect the rights and obligations of Jemincare under this Agreement, and any terms that RAPT is prohibited by Applicable Law from disclosing to Jemincare.

2.6.2 Each Sublicense granted by RAPT shall be consistent with, and will be subject to, the terms and conditions of this Agreement. [***].

2.7. **Subcontracting**. Each Party shall have the right to engage an Affiliate or Third Party contractors to perform any of its obligations under this Agreement as further described in this Section 2.7 (Subcontracting) (each such subcontractor, a "**Subcontractor**"). A Party's use of Subcontractors shall not relieve such Party of any of its obligations pursuant to this Agreement. Any Party engaging a Subcontractor

to perform any of its obligations hereunder shall remain responsible and liable for the performance of such activities as if performed by such subcontracting Party.

2.8. **No Implied Licenses**. Except as specifically set forth in this Agreement, neither Party shall acquire any license, intellectual property interest or other rights, by implication or otherwise, in any Know-How disclosed to it under this Agreement or under any Patents Controlled by the other Party or its Affiliates.

2.9. **Transfer of Know-How and Development Data**.

2.9.1 Initial Transfer by Jemincare.

(a) No later than [***] following the Effective Date, Jemincare shall provide to RAPT [***] the full contents of the Data Room as of 11:59 pm Pacific Time (PST) on the Effective Date.

(b) No later than [***] following the Effective Date, Jemincare shall provide to RAPT electronic copies of the documents listed in the "Priority Document Request" section of Schedule 1.113 (Licensed Know-How) in such format existing as of the Effective Date, *provided* that any documents in a language other than English shall be provided with certified translation into English.

(c) No later than [***] after the Effective Date or as otherwise specified in Schedule 1.113 (Licensed Know-How), Jemincare shall provide to RAPT copies of all Licensed Know-How existing as of the Effective Date unless already provided to RAPT pursuant to Section 2.9.1(a) and Section 2.9.1(b), including without limitation the remaining items of Licensed Know-How as identified in Schedule 1.113 (Licensed Know-How), including [***], *provided* that any data, information or document existing in a language other than English shall be provided with certified translation into English.

2.9.2 Additional Transfer by Jemincare. If (a) a Regulatory Authority in the RAPT Territory [***] additional data or information [***] of a Licensed Product in the applicable country or administrative region or (b) RAPT [***] additional data or information to Exploit the Licensed Products as permitted under this Agreement, and, in either case of clause (a) or (b), such data or information is not transferred to RAPT under Section 2.9.1 (Initial Transfer by Jemincare), Section 6.2 (Access to Clinical Data), or Section 5.3.1 ([***] Manufacturing Process Development), then after RAPT's reasonable request, Jemincare shall either (x) provide RAPT such [***] data or information or (y) reasonably cooperate with RAPT to facilitate its ability to obtain such [***] data or information directly from any Third Party that performs any services on behalf of Jemincare or any of its Affiliates in connection with the Exploitation of the Licensed Molecule or Licensed Product, in each case, if and to the extent such data or information exists and is Controlled by Jemincare at the time of request, in such format existing at the time of request, *provided* that any such data or information existing in a language other than English shall be provided with certified translation into English.

2.9.3 Without prejudice to the obligations of Jemincare and RAPT's rights and remedies under this Agreement: (a) Jemincare shall promptly notify RAPT in writing if Jemincare becomes aware of any issue that may prevent or limit Jemincare or its Affiliates (including under Applicable Law or in connection with HGR) from disclosing, making available or transferring (as applicable) any item in accordance with this Section 2.9 (Transfer of Know-How and Development Data); and (b) upon receipt of such notice, the Parties shall discuss in good faith any such limitations or prohibitions, and Jemincare shall use, and shall cause its Affiliates to use, its or their Commercially Reasonable Efforts to obtain

the required permission, approvals or other consents or waivers to enable such item to be disclosed, made available or transferred to RAPT in accordance with this Section 2.9 (Transfer of Know-How and Development Data) to the maximum extent possible, and Jemincare shall fully cooperate (and shall cause its Affiliates to fully cooperate) with RAPT in order to facilitate the foregoing.

2.10. **Exclusivity**.

2.10.1 During the Exclusivity Period neither Party, nor any of their respective Affiliates, shall conduct Clinical Trials using, or Commercialize, or enable, authorize, license or grant any right to any Third Party to conduct Clinical Trials using, or Commercialize, any molecule or product that [***] (such product, a "**Competing Product**"), anywhere in the RAPT Territory; *provided*, *however*, that notwithstanding the foregoing, RAPT may Exploit the Licensed Molecules and Licensed Products in the RAPT Territory in accordance with the other terms and conditions of this Agreement.

2.10.2 Notwithstanding anything in Section 2.10.1 to the contrary, if either Party undergoes a Change of Control, then the restrictions set forth in Section 2.10.1 shall not apply to (a) any activities that would otherwise constitute a breach of Section 2.10.1 (such activities, "**Competing Activities**"), being performed by such Acquiring Entity or its Affiliates at the closing of the applicable transaction, or (b) any Competing Activities undertaken after the closing of the Change of Control transaction by an Acquiring Entity or its Affiliates (other than such Party or any of its Affiliates existing prior to the closing of such transaction), if such Acquiring Entity and its Affiliates, as applicable, Segregate such Competing Activities conducted for the applicable Competing Product.

2.10.3 In the event that either Party or any of its Affiliates that is subject to the restrictions set forth in Section 2.10.1 acquires a Third Party, whether by merger, consolidation or acquisition of all or substantially all of the assets of the Third Party (such Third Party an "**Acquired Party**") that is performing any Competing Activities at the closing of such transaction, such Party or any of its Affiliates shall not be in breach of Section 2.10.1 as long as such Party informs the other Party the existence of Competing Activities in the Acquired Party and such Party, its Affiliates and such Acquired Party, as applicable, Segregate such Competing Activities conducted for the applicable Competing Product upon the closing of the Change of Control transaction, [***].

ARTICLE 3
GOVERNANCE

3.1. **Joint Steering Committee**. Within [***] following the Effective Date, the Parties shall establish a Joint Steering Committee ("**Joint Steering Committee**" or "**JSC**") [***] to coordinate the Parties' activities under this Agreement.

3.2. **Role**. The JSC shall be responsible for the following items as they relate to the Licensed Molecules and Licensed Products in the Field in the RAPT Territory and the Jemincare Territory:

3.2.1 [***];

3.2.2 [***];

3.2.3 [***];

3.2.4 [***];

3.2.5 [***];

3.2.6 [***];

3.2.7 [***];

3.2.8 [***];

3.2.9 [***];

3.2.10 [***];

3.2.11 [***];

3.2.12 [***]; and

3.2.13 performing such other duties as are specifically assigned to the JSC in this Agreement.

3.3. **Committee Membership**. The JSC shall be composed of an equal number of representatives from each Party, appointed by such Party [***]. Unless the Parties otherwise agree, each Party shall be entitled to appoint [***] representatives to the JSC; *provided* that the JSC will consist at all times of an equal number of representatives from both Parties. Either Party may replace its respective JSC representatives at any time with prior written notice to the other Party.

3.4. **Committee Meetings**. The JSC shall meet as often as necessary [***] at such times and places as determined by the JSC. All JSC meetings may be conducted by telephone, video-conference, in person, or in writing as determined by the JSC. Each Party shall bear its own personnel and travel costs and expenses relating to JSC meetings. With the prior written consent of the other Party (such consent not to be unreasonably withheld, conditioned, or delayed), each Party may from time to time invite a reasonable number of participants in addition to its representatives to attend the JSC meeting in a non-voting capacity. Each individual attending any JSC meeting hereunder (whether as a JSC member or invitee) shall be bound by written non-use, non-disclosure terms and conditions at least as restrictive as those set forth in this Agreement with respect to the Confidential Information of the other Party.

3.5. **Alliance Managers**. Each Party shall appoint a representative ("**Alliance Manager**") to facilitate communications between the Parties (including, [***]) and to act as a liaison between the Parties with respect to such other matters as the Parties may mutually agree in order to maximize effective and efficient exchange of information as required under this Agreement. Each Party may replace its Alliance Manager with an alternative representative at any time with prior written notice to the other Party. The Alliance Managers of the Parties will take turns to hold the responsibilities for calling and hosting meetings, preparing and circulating an agenda and relevant materials (including [***]) to the other Party at least [***] in advance of each meeting, casting any votes on behalf of a Party at a JSC meeting and within [***] after conclusion of a JSC meeting, preparing and issuing minutes of the meeting. Such minutes shall be deemed agreed only after such minutes have been approved by both Parties in writing. The minutes should include [***].

3.6. **Decision-Making of JSC**. The members of the JSC will discuss all matters reasonably and consider the other Party's views in good faith and attempt to make all decisions of the JSC by consensus

of both Parties. When voting on any matter properly before the JSC, each Party shall have one vote cast by its respective Alliance Manager of the JSC. If the JSC is not able to reach consensus with respect to a particular matter, and the JSC is unable to resolve the lack of consensus after endeavoring for [***] after the first vote of the Alliance Managers on the matter, then either Party's Alliance Manager may, by written notice to the other Party's Alliance Manager and other Party, refer such matter to the Parties' respective Executive Officers, who shall meet promptly (either in person or via teleconference) and negotiate in good faith to resolve the matter. If the Executive Officers cannot resolve such lack of consensus within [***] after the matter is first referred to them, then the Executive Officer of RAPT shall have the final decision-making authority on [***], and the Executive Officer of Jemincare shall have the final decision-making authority on [***]; *provided* that such decision shall be subject to Section 3.7 (Scope and Limitations of JSC Governance).

3.7. **Scope and Limitation of JSC Governance**. Notwithstanding the creation of the JSC, each Party shall retain the rights, powers and discretion granted to it hereunder, and the JSC shall not be delegated or vested with any rights, powers or discretion other than those specifically assigned to the JSC under this Agreement. The JSC shall not, and so the Alliance Managers of respective Parties shall not through his or her voting rights and Executive Officers of respective Parties shall not through his or her decision-making authority under Section 3.6 (Decision-Making of JSC), have the power to amend or modify this Agreement.

ARTICLE 4
DEVELOPMENT

4.1. **Development Responsibilities**.

4.1.1 Except as expressly set forth in this Agreement, including Section 2.3 (Jemincare Retained Rights) and Section 4.1.2, as between the Parties, (a) RAPT, directly and/or through its Affiliates and/or one or more Third Party Sublicensees or Subcontractors, shall have the sole and exclusive right and responsibility for the Development of Licensed Molecules and Licensed Products in the Field in the RAPT Territory and shall bear all of the costs and expenses incurred in connection therewith, and (b) Jemincare, directly and/or through its Affiliates and/or one or more Third Parties, shall have the sole and exclusive right and responsibility for the Development of Licensed Molecules and Licensed Products in the Jemincare Territory, and shall bear all of the costs and expenses incurred in connection therewith. Each of Jemincare and RAPT shall conduct its Development activities in a good scientific manner and in compliance with Applicable Law, including laws regarding environmental, safety and industrial hygiene, GLP, GMP, GCP, current standards for pharmacovigilance practice, and all applicable requirements relating to the protection of human subjects, in each case, to the extent applicable to a given Development activity. Each Party shall keep the other Party reasonably informed as to the progress of its Development activities via the JSC meetings.

4.1.2 [***], pursuant to RAPT's non-exclusive Development license in the Jemincare Territory granted under Section 2.1.2 (Non-Exclusive Development license in the Jemincare Territory), RAPT may, directly and/or through its Affiliates and/or one or more Third-Party Sublicensees or Subcontractors as permitted under this Agreement, Develop the Licensed Molecules and the Licensed Products in the Field in the Jemincare Territory, solely for purposes of the Exploitation of the Licensed Molecules and the Licensed Products in the Field in the RAPT Territory, and shall bear all of the costs and expenses incurred in connection therewith (each such project [***] a "**RAPT Project**"). [***].

4.2. **Development Plan**. Without limiting the generality of the foregoing Section 4.1 (Development Responsibilities), RAPT agrees to use Commercially Reasonable Efforts to undertake the Development activities under this Agreement in accordance with the plan for RAPT Development in the RAPT Territory set forth in Schedule 4.2 ("**RAPT Development Plan**"). [***]. [***].

4.3. **RAPT's Development Efforts**. RAPT, directly and/or through its Affiliates or Sublicensees, shall use Commercially Reasonable Efforts to Develop and obtain Regulatory Approval of at least one (1) Licensed Product in the Field in [***]. Without limiting the foregoing, upon and after obtaining Regulatory Approval of a Licensed Product in the Field in any country or administrative region of the RAPT Territory, RAPT shall, directly and/or through its Affiliates or Sublicensees, use Commercially Reasonable Efforts to obtain Pricing Approval, if required by applicable Regulatory Authority or Governmental Authority, for Commercialization of the Licensed Products in the Field in such country or administrative region of the RAPT Territory.

4.4. **Records**. Each Party shall maintain, and shall cause its Affiliates and in the case of RAPT its Sublicensees performing the applicable Development activities to maintain, complete and accurate records (paper or electronic as applicable) of all Development activities conducted by or on behalf of such Party under this Agreement in connection with the Licensed Product as required by Applicable Law, which may include all data and other information resulting from such Development activities. These records shall include, as applicable, books, records, reports, research notes, charts, graphs, comments, computations, analyses, recordings, photographs, computer programs and documentation thereof, in sufficient detail or otherwise in a manner that reflects all work done and results achieved.

4.5. **Reporting**. Each Party shall provide to the JSC a written report [***], in English, describing in reasonable detail such Party's Development activities conducted [***] and Clinical Data obtained by such Party [***] from Clinical Trials related to the Licensed Molecules and Licensed Products. [***].

ARTICLE 5
MANUFACTURING; SUPPLY; TECHNOLOGY TRANSFER

5.1. **Manufacturing and Supply**.

5.1.1 Supply by Jemincare.

(a) Jemincare shall be obligated to supply to RAPT, and shall have the right to use its Affiliate or a Jemincare CMO to fulfill such supply obligation, and RAPT shall purchase from Jemincare, an initial order of Licensed Product [***] for use by or on behalf of RAPT in Phase 2 Clinical Trials in the RAPT Territory and as permitted under Section 4.1.2 in accordance with the terms set forth in Schedule 5.1.1 (Initial Clinical Supply Order Terms) (the "**Initial Clinical Supply Order**"). The Initial Clinical Supply Order shall be subject to the Quality Agreement once entered into and, if entered into, the Supply Agreement. [***].

(b) Subject to Section 5.1.1(d), in addition to the Initial Clinical Supply Order, if RAPT so desires, Jemincare shall, or shall cause its Affiliate or a Jemincare CMO to, supply to RAPT, and RAPT shall purchase from Jemincare, its Affiliate or a Jemincare CMO, Licensed Product [***] for use in Development of Licensed Products, including any Clinical Trials and non-clinical studies, performed by RAPT, its Affiliates or Sublicensees in the Field in the RAPT Territory or [***] RAPT Projects in the Jemincare Territory, and for Commercialization of Licensed Products in the RAPT Territory after obtaining Regulatory Approval, in accordance with the terms of the applicable Supply Agreement.

(c) Jemincare shall Manufacture and supply, or cause to be Manufactured and supplied, the Licensed Products in accordance with the Quality Agreement, as amended from time to time, the applicable Supply Agreement, and in conformity with the applicable Specifications, GMP and all other Applicable Laws.

(d) Jemincare's obligation to supply Licensed Product to RAPT under this Section 5.1.1 (Supply by Jemincare) shall terminate upon the earlier of the Successful Completion of Manufacturing Technology Transfer or [***] ("**Jemincare Supply Period**").

5.1.2 Manufacturing by RAPT.

(a) After the expiration of the Jemincare Supply Period, RAPT shall be solely responsible, at its cost, for the Manufacture of all quantities of Licensed Product needed by RAPT, its Affiliates or Sublicensees for use in Development of Licensed Products, including any Clinical Trials and non-clinical studies, performed by RAPT, its Affiliates or Sublicensees in the Field in the RAPT Territory or [***] RAPT Projects in the Jemincare Territory, and for Commercialization of Licensed Products in the RAPT Territory after obtaining Regulatory Approval, unless the Parties agrees to enter into additional Supply Agreement [***] pursuant to Section 5.1.4 (Supply Agreement) [***].

(b) RAPT shall Manufacture Licensed Product by itself or through a RAPT CMO consistent with the Manufacturing right licensed to RAPT under Section 2.1.3 (Non-Exclusive Manufacturing License in Jemincare Territory), *provided* that [***].

(c) [***], RAPT may also elect to engage Jemincare CMO in Jemincare Territory to Manufacture and supply the Licensed Product for Development or Commercialization use as permitted under this Agreement. RAPT may require Jemincare to reasonably assist RAPT to enter into direct contractual relationships with the approved Jemincare CMO for the Manufacture and supply of Licensed Products for Development or Commercialization use as permitted under this Agreement.

5.1.3 Quality Agreement. The Parties shall enter into a quality agreement for the Initial Clinical Supply Order within [***] following the Effective Date (the "**Quality Agreement**").

5.1.4 Supply Agreement. RAPT shall have the right, but not the obligation, to negotiate an agreement with Jemincare that would govern Jemincare's Manufacturing and supply to RAPT or its Affiliates of Licensed Product for Development or Commercialization use in the Field as permitted under this Agreement (such supply agreement if entered into by Parties, the "**Supply Agreement**"). During the Jemincare Supply Period, upon RAPT's request, Parties shall promptly begin good faith negotiation of, and, within [***] of RAPT's request, enter into the Supply Agreement and, to the extent needed, an amendment to the Quality Agreement. The terms of the Supply Agreement shall contain typical terms and conditions of agreements of this type in the Field, such as quantity, ordering procedures, delivery terms, invoicing and payment procedures, taxes, specifications for the Licensed Product, quality terms, quality audits, and warranties, among others. For clarity, the consideration set forth in the Supply Agreement is the only consideration paid by RAPT for supply by Jemincare, and the Parties agree and acknowledge that no amounts paid under this Agreement are in consideration for such supply.

5.2. **[***]**.

5.2.1 [***].

5.2.2 [***].

5.2.3 [***].

5.3. **[***] Manufacturing Process; Manufacturing Technology Transfer**.

5.3.1 [***] Manufacturing Process Development.

(a) The Parties acknowledge and agree that, as of the Effective Date, Jemincare is developing a process for the Manufacture of Licensed Product using the cell line [***] (the "**[***] Manufacturing Process**") and is generating data using the [***] Manufacturing Process for purpose of demonstrating that Licensed Product Manufactured using the [***] Manufacturing Process is bioequivalent and comparable to Licensed Product Manufactured using the Prior Manufacturing Process, and, if so demonstrated, would be permitted by the NMPA to be used by Jemincare in a Phase 3 Clinical Trial in the Jemincare Territory. Jemincare shall generate and provide to RAPT the data and information described on Schedule 5.3.1(a) (Bioequivalency Data)("**Bioequivalency Data**"). RAPT intends to submit such Bioequivalency Data to the FDA to seek permission from the FDA to use Licensed Product that is Manufactured using the [***] Manufacturing Process in Phase 2 Clinical Trials conducted by or on behalf of RAPT in the United States.

(b) Jemincare shall deliver to RAPT the complete, true and accurate Bioequivalency Data no later than [***] after it being generated by Jemincare, and no later than [***]. RAPT may choose to incorporate the Bioequivalency Data and Phase 1 Clinical Trial results generated by Jemincare in the Jemincare Territory for Licensed Product Manufactured using the Prior Manufacturing Process into its regulatory submission to the FDA for seeking the acceptance by the FDA as the basis for RAPT's proceeding to any Clinical Trials in the United States for Licensed Product Manufactured using the [***] Manufacturing Process (such acceptance by the FDA "**FDA Bioequivalency Determination**"). If RAPT reasonably believes the Bioequivalency Data so delivered by Jemincare would not be sufficient for the FDA to reach the FDA Bioequivalency Determination, and communicates to Jemincare the rationale and basis for such belief, including [***], then, at RAPT's request, Jemincare shall use Commercially Reasonable Efforts to conduct additional work (including generating additional data) to mitigate such deficiencies as suggested by RAPT, *provided* that [***].

(c) At RAPT's request, Jemincare shall provide updates and information regarding the development of the [***] Manufacturing Process and any regulatory activities, interactions or developments with respect thereto, including updates and information related to Jemincare's efforts to demonstrate bioequivalency and comparability between Licensed Product Manufactured using the Prior Manufacturing Process and Licensed Product Manufactured using the [***] Manufacturing Process to the applicable Regulatory Authorities in the Jemincare Territory. [***].

5.3.2 Manufacturing Technology Transfer.

(a) Jemincare shall, and shall cause its Affiliates to, transfer to [***] Manufacturing Technology Receiving Entity, at RAPT's sole cost and expense pursuant to Section 5.3.3 (Jemincare Assistance), all Manufacturing technology, processes, specifications, and Manufacturing Materials and all associated Know-How that are necessary or useful to Manufacture clinical and commercial quantities of Licensed Products for the RAPT Territory using the [***] Manufacturing Process that are existing at the time the [***] Manufacturing Process is first established by Jemincare (the "**Manufacturing Technology Transfer**") in accordance with the Manufacturing technology transfer plan set forth in Schedule 5.3.2 (Manufacturing Technology Transfer Plan), including the timelines set forth therein (the "**Manufacturing Technology Transfer Plan**"). Subject to Section 5.3.3 (Jemincare

Assistance), Jemincare shall, and shall cause its Affiliates or Jemincare CMOs to, provide all reasonable assistance requested by RAPT on an ongoing basis, to enable the Manufacturing Technology Receiving Entity to achieve Successful Completion of Manufacturing Technology Transfer. The Parties shall start the Manufacturing Technology Transfer in accordance with the timelines set forth in the Manufacturing Technology Transfer Plan, and each Party shall use Commercially Reasonable Efforts to achieve Successful Completion of Manufacturing Technology Transfer within the timelines set forth in the Manufacturing Technology Transfer Plan [***]. [***].

(b) Without limiting Section 5.3.2(a), Jemincare shall, and shall cause its Affiliates and Jemincare CMOs to, transfer to the Manufacturing Technology Receiving Entity the Master Cell Bank and the Working Cell Bank in accordance with the Manufacturing Technology Transfer Plan.

5.3.3 Jemincare Assistance. With respect to Jemincare's obligations in this Section 5.3 ([***] Manufacturing Process; Manufacturing Technology Transfer), Jemincare shall have an obligation to provide virtual assistance [***] after the Effective Date at its own cost and expense (free of charge to RAPT) upon RAPT's reasonable requests from time to time. Jemincare shall promptly notify RAPT [***], and if RAPT reasonably requests [***], RAPT shall reimburse all of Jemincare's reasonable costs, including documented out-of-pocket expenses and time at a rate of [***]. Jemincare shall provide any on-site assistance upon RAPT's reasonable request in connection with the Manufacturing Technology Transfer, and RAPT shall reimburse all of Jemincare's reasonable costs, including documented out-of-pocket expenses and time at a rate of [***], incurred in connection with providing such on-site assistance as requested.

ARTICLE 6
REGULATORY; CLINICAL DATA

6.1. **Regulatory Submissions and Regulatory Approvals**.

6.1.1 Overview.

(a) RAPT, directly and/or through its Affiliates and/or one or more Third-Party Sublicensees or Subcontractors, shall have the sole and exclusive right to (i) prepare and submit all Regulatory Materials (1) for Licensed Products in the Field in and for the RAPT Territory and (2) for Licensed Products in the Field in and for the Jemincare Territory in connection with RAPT Projects, and (ii) obtain and maintain all Regulatory Approvals for Licensed Products in the Field in the RAPT Territory and, as between the Parties, RAPT or its Affiliate shall own all Regulatory Materials, including all Regulatory Approvals, for Licensed Products in the Field in and for the RAPT Territory.

(b) Subject to RAPT's rights described in the preceding clause (a) (and to the extent permitted by Applicable Laws), Jemincare, directly or through its Affiliate or one or more Third-Party licensees or Subcontractors, shall have the sole and exclusive right to prepare and submit all Regulatory Materials for Licensed Products in the Jemincare Territory and for Licensed Product outside the Field anywhere in the world, and (ii) obtain and maintain all Regulatory Approvals for Licensed Products in the Jemincare Territory and for Licensed Product outside the Field anywhere in the world, and as between the Parties, Jemincare or its Affiliate shall own all Regulatory Materials, including all Regulatory Approvals, for Licensed Products in the Jemincare Territory and for Licensed Product outside the Field anywhere in the world.

6.2. **Access to Clinical Data**.

6.2.1 Phase 1, Phase 2 Clinical Data. Each Party shall provide to the other Party the Clinical Data that is generated by or on behalf of such Party, its Affiliates, and, in the case of RAPT, Sublicensees, or, in the case of Jemincare, its licensees of the Licensed IP in the Field, in the performance of any Phase 1 Clinical Trials and Phase 2 Clinical Trials that is not a Registrational Trial. Without limiting the foregoing and as applicable, the provision of Clinical Data under this Section 6.2.1 (Phase 1, Phase 2 Clinical Data) shall be performed in accordance with the Clinical Data Transfer Plan and the PVA. Each Party may use such Clinical Data to satisfy its safety reporting obligations for the Licensed Product under Applicable Law in such Party's Territory, and in support of seeking Regulatory Approval for the Licensed Product in such Party's Territory, including by inclusion of such Clinical Data in regulatory filings submitted to Regulatory Authority in support of seeking Regulatory Approval for the Licensed Product in such Party's Territory, or to perform statistical analysis under a trial protocol for the purpose of evaluating efficacy.

6.2.2 Registrational Study Clinical Data for Safety Purposes. Each Party shall provide to the other Party the Clinical Data that is generated by or on behalf of such Party, its Affiliates and, in the case of RAPT, Sublicensees, or, in the case of Jemincare, its licensees of the Licensed IP in the Field, in the performance of a Registrational Trial (including a Phase 3 Clinical Trial) to the extent that such other Party is required by Applicable Law to submit such Clinical Data to Regulatory Authorities in such Party's Territory for purposes of safety reporting. Without limiting the foregoing and as applicable, the provision of Clinical Data under this Section 6.2.2 (Registrational Study Clinical Data for Safety Purposes) shall be performed in accordance with the Clinical Data Transfer Plan and the PVA. Such other Party shall not use such Clinical Data for any other purpose, including submission of such Clinical Data in support of seeking Regulatory Approval for the Licensed Product in such Party's Territory, or to perform statistical analysis under a trial protocol for the purpose of evaluating efficacy, unless otherwise agreed by the Parties in writing pursuant to Section 4.1.2, and Section 6.2.3 (Registrational Study Clinical Data for Efficacy Purposes).

6.2.3 Registrational Study Clinical Data for Efficacy Purposes. A Party's access to and use of Clinical Data that is generated by or on behalf of the other Party, its Affiliates and, in the case of RAPT, Sublicensees, or, in the case of Jemincare, its licensees of the Licensed IP in the Field, in the performance of a Phase 3 Clinical Trial or a Registrational Trial for purposes other than safety reporting (as described in Section 6.2.2 (Registrational Study Clinical Data for Safety Purposes)) is conditioned on the Parties negotiating in good faith and agreeing upon terms for such access and use.

6.2.4 Maintenance of Clinical Data. Each Party shall maintain all Clinical Data that is subject to the use of a Party under this Section 6.2 (Access to Clinical Data) in a manner that is usable by Regulatory Authorities in such using Party's Territory until the first to occur of (a) [***] after the Effective Date, and (b) the granting of Regulatory Approval in such using Party's Territory.

6.3. **Required Inspection by Regulatory Authority**. To the extent Jemincare receives any written or oral communication from any Regulatory Authority in the RAPT Territory requiring, under Applicable Laws, any inspection of Jemincare's or its Affiliate's or their respective Subcontractor's site or facility in connection with a Licensed Product that is Developed or Manufactured by or on behalf of RAPT for Development or Commercialization in the RAPT Territory, Jemincare shall notify RAPT and provide a copy of any such written communication as soon as reasonably practicable, and Jemincare shall cooperate

and ensure that its applicable Affiliate or Subcontractor cooperates with such Regulatory Authority during such inspection or audit during normal business hours or otherwise required by Applicable Laws. Following receipt of the inspection or audit observations of such Regulatory Authority, Jemincare shall provide a copy of such observations to RAPT, prepare required response to any such observations and provide RAPT a reasonable opportunity to review and provide input thereto, and take good faith consideration of such input, prior to submission of such required response to the Regulatory Authority, and shall keep RAPT fully informed as to the submission of such responses and any subsequent correspondence with the applicable Regulatory Authority with respect to such inspection and observations, if any, including the opportunity to review and provide input on any such subsequent correspondence.

6.4. **Reporting; Adverse Events**.

6.4.1 Subject to the PVA (as further described in Section 6.4.2 below) and upon the execution thereof, each Party shall be responsible for all pharmacovigilance activities associated with Licensed Molecules and Licensed Products in such Party's Territory, including submitting all reports required to be submitted in order to maintain any IND for Licensed Molecules and Licensed Products filed by or under the authority of such Party, and/or any Regulatory Approvals granted for Licensed Molecules and Licensed Products, in such Party's Territory (including the timely reporting of adverse drug experiences, product quality, product complaints and safety data relating to Licensed Molecules and/or Licensed Products in the Territory). Each Party shall notify the other Party in writing with respect to any material changes or material issues that may arise in connection with any IND for a Licensed Product filed by or under the authority of such Party, and/or any Regulatory Approvals for a Licensed Product, in any country or administrative region within such first Party's respective Territory no later than the relevant time period set forth in the PVA. Each Party shall ensure that its Affiliates (and, in the case of RAPT, Sublicensees) comply with such reporting obligations. [***]. Each Party shall cooperate with and assist the other Party, as provided in the PVA, to enable the other Party to meet its regulatory reporting requirements [***].

6.4.2 Within [***] after the Effective Date, but in any event prior to [***], the Parties shall enter into a pharmacovigilance agreement (the "**PVA**") on terms no less stringent than those required by Applicable Law and consistent with applicable terms and conditions of this Agreement, which pharmacovigilance agreement shall: (a) provide detailed procedures regarding the maintenance of core safety information and the prompt exchange of safety data relating to Licensed Molecules and Licensed Products throughout both Parties' Territories within appropriate time frames and in an appropriate format to enable each Party to meet its expedited and periodic regulatory reporting requirements; and (b) ensure compliance with the reporting requirements of all applicable Regulatory Authorities on a worldwide basis and all requirements under Applicable Law for the management of safety data. For clarity, the Parties acknowledge that Clinical Trials of a Licensed Product have already been initiated by Jemincare as of the Effective Date. The PVA shall apply to any Clinical Trials initiated by either Party prior to execution of the PVA, to the extent applicable at the time of execution. Each Party shall and shall cause its Affiliates (and, in the case of RAPT, Sublicensees) to: (x) provide processed pharmacovigilance cases from all Clinical Trials conducted by or on behalf of such Party for the Licensed Molecule and/or the Licensed Product, to the other Party in accordance with the terms and conditions of the PVA; (y) to collect all Adverse Events reports in accordance with Applicable Law and the protocol for all Clinical Trials conducted by or on behalf of such Party for the Licensed Molecule and/or the Licensed Product, and (z) to promptly and in accordance with the PVA forward to the other Party relevant information, such as the processed suspected unexpected serious adverse

reaction (SUSARs), any serious Adverse Events (SAEs), and any pregnancy related reports that such Party or its Affiliates (and, in the case of RAPT, Sublicensees) may become aware of (in any event, within the relevant time period set forth in the PVA) that are required to be reported under Applicable Law or under the protocol for all Clinical Trials conducted by or on behalf of such Party for the Licensed Molecule and/or the Licensed Product. All such information, data and documentation exchanged between the Parties subject to this Section 6.4 (Reporting; Adverse Event) and any PVA entered into by Parties pursuant to this Agreement shall be treated as Confidential Information of both Parties under this Agreement, and each Party shall have the right to provide such information, data and documentation to its Affiliates (or, in the case of RAPT, to Sublicensees, and, in the case of Jemincare, to its licensees of the Licensed IP in the Field) on terms that are consistent with the confidentiality provisions in this Agreement.

6.5. **No Harmful Actions**. If a Party reasonably believes that the other Party and/or any of its Affiliates and/or any Third Party acting under such other Party's or its Affiliate's authority, is taking or intends to take any action with respect to a Licensed Molecule or Licensed Product that could have a material adverse impact upon the regulatory status or Commercialization of any Licensed Product in the Field in the Party's Territory, then [***], and the Parties shall discuss in good faith a resolution to such concern [***]. Without limiting the foregoing, unless the Parties otherwise agree and except as expressly set forth herein: (a) neither Party nor any of its Affiliates and/or any Third Party acting under such Party's or its Affiliate's authority shall communicate with any Regulatory Authority having jurisdiction in the other Party's Territory with respect to any Licensed Molecule or Licensed Product, unless required by such Regulatory Authority, in which case such Party shall notify the other Party of such requirement within [***] of such communication; and (b) neither Party nor any of its Affiliates and/or any Third Party acting under such Party's or its Affiliate's authority shall submit any Regulatory Material, or seek any Regulatory Approval for, any Licensed Molecule or Licensed Product in the other Party's Territory.

6.6. **Compliance with Law**.

6.6.1 Personal Data. In connection with this Agreement, each Party and its Affiliates, shall comply with all Applicable Law with respect to data protection, privacy, security, and Processing of Personal Data ("**Privacy Law**"), including providing any notice, obtaining any valid consent or prior authorization, and conducting any assessment required under Privacy Law. Each Party shall promptly notify the other Party if such Party becomes aware that any Personal Data provided (or otherwise made available) to the other Party is materially inaccurate or has been unlawfully Processed (including, but not limited to where there is potential unauthorized access, use, exfiltration, or deletion) or, where consent to Process Personal Data has been provided, consent is withdrawn or such Party becomes aware that consent may not be reliable. Notwithstanding anything in this Agreement to the contrary, in the event of a security incident or data breach involving Personal Data, the Party whose data has been potentially impacted as a result of a security incident or data breach affecting the other Party (a) shall be informed promptly, and within required timeframes under Privacy Laws, upon the determination that its data is highly likely (based on available information and evidence) or certain to have been impacted, (b) may request reasonable support, information, and materials from the Party that is experiencing or that experienced the security incident or data breach where such support, information, or materials will not be unreasonably withheld; and (c) may reasonably require the Party that is experiencing or experienced the security incident or data breach to include its representatives in discussions and materials related to understanding, addressing, and remediating the security incident and/or data breach where related to aspects of such processes that touch or impact the impacted data. Without limiting the foregoing, each Party and its Affiliates, and any Third Party acting for or on its or their

behalf, shall timely make all applications or submissions to any relevant Governmental Authorities required of such Party under Privacy Law, and allow any assessment required by any such Governmental Authorities, as may be necessary to allow the transfer to the other Party (or one of its Affiliates or designees) of Personal Data relating to or collected in connection with the Licensed Product or Licensed Molecule as may be necessary for the other Party to commence conduct of Clinical Trials as may be reasonably requested by the other Party in performance of its obligations or exercise of its rights under this Agreement.

6.6.2 HGR Data. Each Party shall not, and shall cause its Affiliates not to, discuss with or issue to the other Party any data derived from human genetic resources in any manner that would not comply with Applicable Law (including HGR requirements), including, where applicable, without receipt by such Party of the appropriate approval from, or completion of an acceptable filing with, the applicable Governmental Authority in charge of administration of HGR (the "**HGR Agency**"). Upon the other Party's request, such Party shall provide to the other Party information about the legal basis pursuant to which such discussion or issuance was made. Such Party shall fulfill any approval or filing requirements with the HGR Agency in connection with the provision of Clinical Data (and with respect to Jemincare, Licensed Know-How) to the other Party under this Agreement, so as to ensure the other Party shall receive the Clinical Data and Licensed Know-How, as applicable, in accordance with this Agreement and in compliance with Applicable Law (including HGR requirements). Each Party shall obtain and maintain all necessary consents, approvals and authorizations of all subjects and regulatory and governmental authorities required by Applicable Law.

ARTICLE 7
COMMERCIALIZATION

7.1. **Responsibility**. RAPT shall have the sole and exclusive right, itself or with or through its Affiliates, Third-Party Sublicensees and Subcontractors as permitted under this Agreement, to perform all Commercialization activities relating to Licensed Products in the Field in the RAPT Territory in its sole discretion, including (a) all activities preparatory to launch, marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, sales and marketing and conducting any post-marketing trials or databases and post-marketing safety surveillance); (b) deciding on the timing for the launch of Licensed Products and for submitting applications for reimbursement with respect to Licensed Products in any country or administrative region in the RAPT Territory; (c) booking all sales of Licensed Products in the RAPT Territory, establishing all terms of sales (including pricing and discounts) and warehouse and distribute the Licensed Products in the RAPT Territory and perform or cause to be performed all related services; and (d) handling all returns, recalls or withdrawals, order processing, invoicing, collection, distribution and inventory management with respect to the Licensed Products in the RAPT Territory.

7.2. **Diligence**. RAPT, directly and/or through its Affiliates or Sublicensees, shall use Commercially Reasonable Efforts to Commercialize at least one (1) Licensed Product in [***]. Without limiting the foregoing, upon and after Regulatory Approval of a Licensed Product in the Field in any country or administrative region of the RAPT Territory, RAPT shall use Commercially Reasonable Efforts to obtain Pricing Approval (if applicable) for such Licensed Product in such country or administrative region of the RAPT Territory, and from and after the date that Regulatory Approval and Pricing Approval (if applicable) are achieved for a Licensed Product in a country or administrative region of the RAPT Territory, RAPT shall use Commercially Reasonable Efforts to promptly achieve First Commercial Sale for and Commercialize such Licensed Product in such country or administrative region of the RAPT Territory.

7.3. **Use of Trade Names**. Except as expressly provided herein, no right, expressed or implied, is granted by this Agreement to a Party to use in any manner the name of "Jemincare" or "RAPT" (as applicable) or any other trade name, symbol, logo or trademark of the other Party or its Affiliates in connection with this Agreement.

7.4. **Commercialization Reports**. RAPT shall update Jemincare [***] regarding RAPT's Commercialization activities with respect to the Licensed Products in the RAPT Territory. Each such update shall summarize RAPT's, its Affiliates' and Sublicensees' significant Commercialization activities with respect to the Licensed Products in the RAPT Territory.

ARTICLE 8
FINANCIAL TERMS

8.1. **Upfront Payment**. No later than [***] after the Effective Date, RAPT shall pay to Jemincare a one-time, non-refundable payment of Thirty-Five Million Dollars ($35,000,000) in immediately available funds by wire transfer, in accordance with wire instructions to be provided in writing by Jemincare to RAPT.

8.2. **Milestones**.

8.2.1 Manufacturing Technology Transfer Milestone Payment. Subject to the terms and conditions of this Agreement (including this Section 8.2.1 (Manufacturing Technology Transfer Milestone Payment), Section 8.2.4 (Invoice and Payment of Milestone Payments) and Section 8.4 (Payment Terms)), following the Successful Completion of Manufacturing Technology Transfer, RAPT shall pay to Jemincare a one-time, non-refundable payment of One Million Five Hundred Thousand Dollars ($1,500,000) (the "**Manufacturing Technology Transfer Milestone Payment**"). For clarity, the Manufacturing Technology Transfer Milestone Payment is consideration only for the licenses granted by Jemincare to RAPT under this Agreement, and not for any supply of Licensed Molecule or Licensed Product.

8.2.2 Development Milestone Payments. Subject to the terms and conditions of this Agreement (including this Section 8.2.2 (Development Milestone Payments), Section 8.2.4 (Invoice and Payment of Milestone Payments) and Section 8.4 (Payment Terms)), following the first achievement by or on behalf of RAPT, its Affiliates or any Sublicensee of any Development milestone event described in the table below (each, a "**Development Milestone Event**"), RAPT shall pay the applicable, one-time, non-refundable milestone payment in the amount set forth below associated with such Development Milestone Event (each, a "**Development Milestone Payment**"):

Development Milestone Event	**Development Milestone Payment**		
	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]
[***]	[***]	[***]	[***]

Each Development Milestone Payment shall be payable a maximum of one (1) time, for the first-time achievement of the corresponding Development Milestone Event in the applicable Indication as set forth in the table above by any Licensed Product, and no Development Milestone Payment shall be due hereunder for subsequent or repeated achievement of any such Development Milestone Event in the same Indication by the same or any other Licensed Product. Any Development Milestone Event occurred "in the EU" shall be deemed achieved by the corresponding event occurring in any member country of the European Union or through the EMA. The aggregate Development Milestone Payments payable under this Agreement shall not exceed Two Hundred Twenty-Six Million Dollars ($226,000,000) in the aggregate.

With respect to a particular Licensed Product for a particular Indication in a particular country as set forth in the table in this Section 8.2.2 (Development Milestone Payments), if a Development Milestone Event ("**Skipped Milestone**") is not required for the next successive Development Milestone Event to be achieved, such Skipped Milestone will be deemed to have been achieved upon the achievement by such Licensed Product of the next successive Development Milestone Event ("**Achieved Milestone**"). The Development Milestone Payment for any Skipped Milestone that is owed under this Section 8.2.2 (Development Milestone Payments) shall be due at the same time the Development Milestone Payment for the Achieved Milestone is due, provided that no Development Milestone Payment shall be due more than once for such Skipped Milestone.

For clarity, the Development Milestone Payments are consideration only for the licenses and rights granted by Jemincare to RAPT under this Agreement, and not for any supply of Licensed Molecule or Licensed Product.

8.2.3 Net Sales Milestone Payments. Subject to the terms and conditions of this Agreement (including this Section 8.2.3 (Net Sales Milestone Payments), Section 8.2.4 (Invoice and Payment of Milestone Payments) and Section 8.4 (Payment Terms)), and on an aggregate basis for all Licensed Products sold during the applicable time period, following the first achievement by or on behalf of a Selling Entity of any Net Sales milestone event described in the table below (each, a "**Net Sales Milestone Event**"), RAPT shall pay the applicable one (1) time, non-refundable milestone payment in the amount set forth below associated with such Net Sales Milestone Event (each, a "**Net Sales Milestone Payment**").

Net Sales Milestone Event	Net Sales Milestone Payment
[***]	[***]
[***]	[***]

[***]	[***]
[***]	[***]
[***]	[***]

Each Net Sales Milestone Payment shall be payable a maximum of one (1) time, and no Net Sales Milestone Payment shall be due hereunder for subsequent or repeated achievement of any such Net Sales Milestone Event. For clarity, subject to the foregoing sentence, the first achievement of multiple Net Sales Milestone Events may occur in a single Calendar Year and, as such, the corresponding Net Sales Milestone Payments for such Net Sales Milestone Events would be due and payable in that Calendar Year. The aggregate Net Sales Milestone Payments payable under this Agreement shall not exceed Four Hundred Forty-Five Million Dollars ($445,000,000) in the aggregate.

8.2.4 Invoice and Payment of Milestone Payments. RAPT shall notify Jemincare that a Milestone Event has been first achieved within [***] following such achievement (or, in the case of a Milestone Event achieved by a Sublicensee within [***] following RAPT becoming aware of such achievement), *provided* that, with respect to the first achievement of any Net Sales Milestone Event, RAPT shall instead notify Jemincare concurrently with the Royalty Report [***]. Following Jemincare's receipt of such notice, Jemincare shall invoice RAPT for the applicable Milestone Payment, and RAPT shall pay such Milestone Payment within [***] after delivery of such invoice to RAPT, *provided* that, [***].

8.3. **Royalties**.

8.3.1 Royalty Rates. Subject to the terms and conditions of this Agreement (including this Section 8.3 (Royalties) and Section 8.4 (Payment Terms)), RAPT shall pay to Jemincare, on a Licensed Product-by-Licensed Product basis in the RAPT Territory on the Annual Net Sales that occur during the Royalty Term for such Licensed Product, as follows (the "**Royalty Rates**"):

Portion of Annual Net Sales with respect to the same Licensed Product	**Royalty Rate**
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

For the purposes of determining the applicable royalty rate with respect to any Licensed Product, the Annual Net Sales of different Licensed Products shall not be aggregated together. For the purposes of this Section 8.3.1 (Royalty Rates), all Licensed Products containing or comprising the same Licensed Molecule shall be considered the same Licensed Product.

8.3.2 Royalty Term; License Conversion. The royalties set forth in Section 8.3.1 (Royalty Rates) shall be payable on a Licensed Product-by-Licensed Product and country-by-country basis, during the period commencing on the First Commercial Sale of each such Licensed Product in such country or administrative region and continuing until the later of: (a) the ten (10)-year anniversary of the date of such First Commercial Sale of such Licensed Product in such country; (b) expiration of the last-to-expire Valid Claim within the Licensed Patents [***]; and (c) expiration of Regulatory Exclusivity for such Licensed Product in such country or administrative region ("**Royalty Term**"). Following the expiration of the applicable Royalty Term for a given Licensed Product in a given country, (a) the licenses set forth in Section 2.1 (Licenses to RAPT) with respect to such Licensed Product and such country shall convert to a fully paid-up, perpetual, irrevocable and royalty-free license, and (b) the Net Sales of such Licensed Product in such country shall thereafter be excluded for the purposes of calculating the Net Sales thresholds pursuant to Section 8.3.1 (Royalty Rates).

8.3.3 Royalty Reductions.

(a) *Royalty Reductions for Patent Expiry*. On a Licensed Product-by-Licensed Product and country-by-country basis, if the Licensed Molecule in such Licensed Product, such Licensed Product itself, and the use of such Licensed Molecule or Licensed Product for any approved Indications included in the approved labeling of such Licensed Product in such country are not or are no longer Covered by a Valid Claim within any Licensed Patent in such country [***] at any time during the Royalty Term for such Licensed Product and such country, then the royalty payments payable under Section 8.3.1 (Royalty Rates) with respect to such Licensed Product in such country shall be reduced [***].

(b) *Royalty Reductions for Biosimilar Entry*. On a Licensed Product-by-Licensed Product and country-by-country basis, [***] in the Royalty Term in which any Biosimilar Entry occurs in such country with respect to such Licensed Product [***], the royalty payments payable under Section 8.3.1 (Royalty Rates) with respect to such Licensed Product in such country or administrative region shall be reduced [***] for the remainder of the Royalty Term.

(c) *Royalty Reduction for Third Party IP Payments*. RAPT or any of its Affiliates or Sublicensees shall be entitled to obtain a right or license under any Patent of a Third Party [***] (including under any agreement entered into in settlement of a Third Party Infringement claim pursuant to Section 9.8 (Defense)) (a "**Third Party License Obligation**"). [***], if RAPT or its applicable Affiliate or Sublicensee incurs any payments in consideration for such right or license, or if the exercise of the rights under such license would otherwise result in any royalties or other payments paid to such Third Party, then RAPT may deduct from the royalty payments that would otherwise have been due under Section 8.3.1 (Royalty Rates) [***], an amount equal to [***] of the amount of such royalty or other payments paid by RAPT or its applicable Affiliate or Sublicensee to such Third Party pursuant to such Third Party License Obligation [***].

(d) *Royalty Adjustment for Compulsory Sublicense*. If RAPT or any of its Affiliates or Sublicensees enters into any Compulsory Sublicense with respect to a Licensed Product and receives any payment under the Compulsory Sublicense that is dependent on and calculated in relation to unit Net Sales of the Licensed Product, made by or on behalf of the Sublicensee of the Compulsory Sublicense ("**Compulsory Net Sales**"), then such payment is deemed as a royalty paid (i) at the royalty rate if and as specified under the Compulsory Sublicense (the "**Compulsory Sublicense Royalty Rate**"), or (ii) at the effective royalty rate equaling the ratio between such payment and the applicable unit Compulsory Net Sales ("**Effective Royalty Rate**"), if such payment is not referred to as a royalty or otherwise not associated with any rate or percentage specified in the Compulsory Sublicense. Any other

payment received by RAPT or its applicable Affiliate or Sublicensee under the Compulsory Sublicense is deemed a non-royalty sublicensing revenue ("**Non-Royalty Sublicensing Revenue**"). Notwithstanding anything contrary to this Section 8.3.3(d) (Royalty Adjustment for Compulsory Sublicense) RAPT shall be entitled to choose the lower between (i) the Compulsory Sublicense Royalty Rate or the Effective Royalty Rate, as applicable, and (ii) the Royalty Rate that would otherwise apply under Section 8.3.1 (Royalty Rates) for calculating royalty dues to Jemincare under Section 8.3 (Royalties) solely for Compulsory Net Sales. [***].

(e) *Drug Pricing Programs*. If a Licensed Product Commercialized in the United States is selected by the Centers for Medicare and Medicaid Services for inclusion in the Medicare Maximum Fair Price Program pursuant to 42 U.S.C. §1320f et seq. and any implementing regulations or guidance promulgated thereunder ("**IRA**") or similar drug pricing programs wherein Regulatory Authorities establish prescription drug prices, then the royalties payable by RAPT to Jemincare for the Licensed Product for United States pursuant to Section 8.3.1 (Royalty Rates) shall be reduced [***]. For purposes of this Section 8.3.3(e) (Drug Pricing Programs), "**Wholesale Acquisition Cost**" of a Licensed Product is the Wholesale Acquisition Cost determined by RAPT and reported by Medispan, or any other nationally recognized publication.

(f) *Floor*. Notwithstanding anything to the contrary in this Section 8.3.3 (Royalty Reductions and Adjustment), the royalties payable to Jemincare under this Agreement [***] shall not be reduced by more than [***] of the amount that would otherwise be due [***] pursuant to Section 8.3.1 (Royalty Rates) without application of any of the deductions in this Section 8.3.3 (Royalty Reductions and Adjustment) (the "**Floor**"); *provided*, that [***].

8.4. Payment Terms.

8.4.1 *Payment of Royalties; Report*. RAPT shall, [***], provide to Jemincare a report (a "**Royalty Report**") specifying, [***]: (a) [***]; (b) the Net Sales of each Licensed Product [***]; (c) the applicable royalty rate(s) under Section 8.3.1 (Royalty Rates); (d) the royalty calculation and royalties payable in Dollars; and (e) any Net Sales Milestone Event(s) achieved [***] and corresponding Net Sales Milestone Payment payable in Dollars (if applicable). Following Jemincare's receipt of such Royalty Report [***], Jemincare shall issue an invoice for the royalties and Net Sales Milestone Payment (if applicable) payable [***] as set forth in such Royalty Report, and RAPT shall make the payment for such royalties and Net Sales Milestone Payment (if applicable) owed to Jemincare within [***] from the delivery of such invoice. Notwithstanding the foregoing in this Section 8.4.1 (Payment of Royalties; Report), if RAPT has entered into a Sublicense with a Sublicensee under which such Sublicensee is obligated to pay royalties to RAPT for sales of Licensed Product, then RAPT shall have the longer of [***], or [***] after RAPT receives a royalty report from such Sublicensee, to submit the applicable Royalty Report to Jemincare. In the event the Parties disagree on any amount(s) listed in clauses (a), (b), (c), (d) or (e) of this Section 8.4.1 (Payment of Royalties; Report) with respect to any such Royalty Report, (i) RAPT shall timely pay any undisputed portion before the applicable payment due date under this Section 8.4.1 (Payment of Royalties; Report), and (ii) the Parties shall discuss in good faith to reach agreement on the disputed portion promptly within [***], and any underpayment shall be included in the payment payable by RAPT to Jemincare (each as defined below) [***], or any overpayment shall be credited against the payment payable by RAPT to Jemincare [***].

8.4.2 *Currency; Conversion*. All payments hereunder shall be payable in Dollars. Conversion of any Net Sales and Milestone Payments recorded in local currencies

to Dollars shall be performed using the average [***] exchange rate published in the *Wall Street Journal, Eastern Edition,* for [***] in which such Net Sales or Milestone Event occur, and, to the extent not inconsistent with the foregoing sentence, in a manner consistent with the Accounting Standard and RAPT's normal practices used to prepare its audited financial statements. All payments owed to Jemincare under this Agreement shall be made by wire transfer in immediately available funds to the bank and account designated by Jemincare in writing and confirmed orally by Jemincare.

8.4.3 Taxes; Withholding.

(a) *Generally*. Each Party shall pay any and all income taxes levied on account of all payments it receives under or pursuant to this Agreement, except as otherwise provided in this Section 8.4.3 (Taxes; Withholding).

(b) *Indirect Tax*. Notwithstanding anything to the contrary in this Agreement, the following shall apply with respect to Indirect Taxes. All payments and consideration are stated inclusive of Indirect Taxes. If any Indirect Taxes are chargeable by the payer in respect of any payments or consideration due under this Agreement, the payee shall pay such Indirect Taxes at the applicable rate in respect of any such payments or consideration, following the receipt, where applicable, of a valid Indirect Taxes invoice issued in the appropriate form by the payer in respect of those payments or consideration to which such Indirect Taxes relate. The Parties shall issue valid Indirect Tax invoices for all goods and services supplied under this Agreement consistent with the law governing such Indirect Tax, and to the extent any invoice is not initially issued in an appropriate form, the Parties shall cooperate to provide such information or assistance as may be necessary to enable the issuance of such invoice consistent with the law governing such Indirect Tax.

(c) *Tax Withholding*. Each Party shall be entitled to deduct and withhold from any amounts payable under this Agreement such taxes as are required to be deducted or withheld therefrom under any provision of Applicable Law. The Party that is required to make such withholding shall: (i) deduct those taxes from such payment; (ii) timely remit the taxes to the proper taxing authority; and (iii) send evidence of the obligation, together with proof of tax payment, to the other Party on a timely basis following such tax payment. Each Party shall reasonably cooperate with the other Party in claiming refunds or exemptions from such deductions or withholdings under any relevant agreement or treaty which is in effect to ensure that any amounts required to be withheld pursuant to this Section 8.4.3(c) (Tax Withholding) are reduced in amount to the fullest extent permitted by Applicable Law. In addition, the Parties shall cooperate in accordance with Applicable Law to minimize Indirect Taxes incurred in connection with this Agreement.

(d) *Tax Action*. If a Party assigns, sublicenses, changes its place of incorporation or tax residence or makes a payment under this Agreement from a jurisdiction other than its jurisdiction of incorporation, which results in an additional or increased tax withholding or deduction obligation with respect to payments to be made pursuant to this Agreement by such Party ("**Tax Action**"), then such Party shall bear the amount of any additional or increased tax withholding or deduction.

8.4.4 *Late Payments*. If Jemincare does not receive payment from RAPT of any sum due to it under this Agreement on or before the due date therefor, simple interest shall thereafter accrue on the sum due to Jemincare from the due date until the date of payment at a [***] rate as reported in *The Wall Street Journal, Eastern Edition* or, if lower, the maximum rate allowable by Applicable Law.

8.5. Records; Audit Rights.

8.5.1 *Records*. RAPT shall keep complete, true, and accurate books and records in accordance with its Accounting Standards in relation to this Agreement in relation to Net Sales, royalties, and Milestone Payments for at least [***] following the Calendar Year to which they pertain or for such longer period of time as required under any Applicable Law. RAPT shall ensure that the applicable Sublicense with any Sublicensee shall include an obligation for such Sublicensee to comply with the foregoing obligation with respect to Net Sales incurred by such Sublicensees.

8.5.2 *Audit Rights*. Subject to the other terms of this Section 8.5.2 (Audit Rights), during the Term and for a period of [***] thereafter, at the request of Jemincare, which shall not be made more frequently than one (1) time per Calendar Year, upon at least [***] prior written notice from Jemincare, and at the expense of Jemincare, RAPT shall permit an independent, nationally-recognized certified public accountant selected by Jemincare and reasonably acceptable to RAPT (each, an "**Auditor**") to inspect, during regular business hours, the relevant records required to be maintained by RAPT under Section 8.5.1 (Records). Jemincare shall only have the right to audit such records relating to any Calendar Year once during the Term. Prior to its inspection, the Auditor shall enter into a confidentiality agreement with both Parties having obligations of confidentiality and non-use with respect to the Confidential Information no less restrictive than those set forth in Article 10 (Confidentiality) and limiting the disclosure and use of such information by the Auditor to authorized representatives of the Parties and the purposes germane to Section 8.5.1 (Records). Jemincare shall ensure that Auditor shall only disclose to Jemincare the amount of underpayment or overpayment (if any), and the reasons for and methods of calculating such underpayment or overpayment (if any), and not any other Confidential Information of RAPT. Results of any such review shall be binding on both Parties absent manifest error. Jemincare shall treat the results of any Auditor's review of RAPT's records as Confidential Information of RAPT subject to the terms of Article 10 (Confidentiality). Jemincare shall pay the full cost of the audit unless the underpayment of amounts due by RAPT is greater than [***] of the amount due for the entire period being examined, in which case RAPT shall pay the reasonable cost charged by the Auditor for such review. In the event such audit reveals an underpayment by RAPT, RAPT shall, within [***] after receipt of such report from the Auditor, pay the amount of the discrepancy. In the event that such audit reveals an overpayment by RAPT, RAPT shall have the option to (a) have Jemincare reimburse RAPT for such excess payments or (b) credit the discrepancy against any future payments owed by RAPT under this Agreement.

ARTICLE 9
INTELLECTUAL PROPERTY

9.1. **Ownership**.

9.1.1 *Resulting IP*.

(a) As between the Parties, all Inventions that are made, created, generated, conceived or reduced to practice solely by RAPT or its Affiliates or RAPT's or any of its Affiliates' employees, independent contractors or consultants, solely by itself or themselves, in each case in the course of conducting activities under this Agreement or any other Transaction Agreement after the Effective Date (such Inventions, the "**RAPT Resulting Inventions**"), together with all intellectual property rights therein, including all such intellectual property rights that are Patents (such Patents, the "**RAPT Resulting Patents**"), shall be owned solely by RAPT.

(b) As between the Parties, all Inventions that are made, created, generated, conceived or reduced to practice solely by Jemincare or its Affiliates or Jemincare's or any of its Affiliates' employees, independent contractors or consultants, solely by itself or themselves, in each case in the course of conducting activities under this Agreement or any other Transaction Agreement after the Effective Date (such Inventions, the "**Jemincare Resulting Inventions**"), together with all intellectual property rights therein, including all such intellectual property rights that are Patents (such Patents, the "**Jemincare Resulting Patents**"), shall be owned solely by Jemincare.

(c) As between the Parties, all Inventions that are made, created, generated, conceived or reduced to practice jointly by a Party or its Affiliates or a Party's or any of its Affiliates' employees, independent contractors or consultants, jointly with the other Party, the other Party's Affiliate's or the other Party's or any of the other Party's Affiliates' employees, independent contractors or consultants, in each case in the course of conducting activities under this Agreement or any other Transaction Agreement after the Effective Date (such Inventions, the "**Joint Resulting Inventions**"), together with all intellectual property rights therein, including all such intellectual property rights that are Patents (such Patents, the "**Joint Resulting Patents**"), shall be jointly owned by RAPT and Jemincare.

(d) Inventorship of all Resulting Inventions, whether or not patentable, shall be determined in accordance with U.S. patent laws.

9.2. **Prosecution and Maintenance of Licensed Patents and Resulting Patents**.

9.2.1 (a) [***], RAPT shall have the first right, but not the obligation, for the Prosecution and Maintenance of the Licensed Patents and Joint Resulting Patents, each in the RAPT Territory, with counsel of RAPT's choice at RAPT's cost (such Patents, the "**RAPT-Prosecuted Patents**"), and (b) RAPT shall have the sole right, but not the obligation, for the Prosecution and Maintenance of the RAPT Resulting Patents anywhere in the world with counsel of RAPT's choice at RAPT's cost (the foregoing Prosecution and Maintenance in both clauses (a) and (b), the "**RAPT Prosecution and Maintenance**"). Jemincare shall reasonably cooperate with RAPT in connection with the RAPT Prosecution and Maintenance. RAPT shall deliver to Jemincare complete drafts of all submissions to patent authorities relating to the RAPT-Prosecuted Patents, including patent applications and amendments; Jemincare shall have the right to prior review and comment on all of the foregoing; and such comments shall be considered by RAPT in good faith. RAPT shall also provide to Jemincare copies of all material documents received from such patent authorities relating to the RAPT-Prosecuted Patents. If RAPT decides to allow a RAPT-Prosecuted Patent to lapse or become abandoned, then it shall notify Jemincare of, and consult with Jemincare with respect to, such decision or intention at least [***] prior to the date upon which such Patent shall lapse or become abandoned, or, in cases where [***] is not reasonably possible then as much notice as is possible using RAPT's reasonable efforts, and, Jemincare shall thereupon have the right (but not the obligation) to assume the Prosecution and Maintenance thereof at Jemincare's own cost and expense with counsel of its choice.

9.2.2 (a) Notwithstanding anything to the contrary in this Section 9.2.2(a), Jemincare shall have the first right, but not the obligation, for the preparation and filing of any application for Patents that describes, for the first time, [***] a Jemincare Resulting Invention anywhere in the world with counsel of Jemincare's choice at Jemincare's cost (such applications for Patents, the "**Priority Applications**") and (b) Jemincare shall have the sole right, but not the obligation, for the Prosecution and Maintenance of the Licensed Patents [***] in the Jemincare Territory, with counsel of Jemincare's choice at Jemincare's cost (such Patents, the "**Jemincare-Prosecuted Patents**") (the foregoing Prosecution and

Maintenance, the "**Jemincare Prosecution and Maintenance**"). RAPT shall reasonably cooperate with Jemincare in connection with the Jemincare Prosecution and Maintenance. Jemincare shall deliver to RAPT complete drafts of all submissions to patent authorities relating to the Jemincare-Prosecuted Patents, including patent applications and amendments. RAPT shall have the right to prior review and comment on all of the foregoing, and such comments shall be considered by Jemincare in good faith. Jemincare shall also provide to RAPT copies of all material documents received from such patent authorities relating to the Jemincare-Prosecuted Patents. If Jemincare decides not to file a Priority Application [***] or allow such Priority Application to lapse or become abandoned, then it shall notify RAPT of, and consult with RAPT with respect to, such decision or intention at least [***] prior to the date upon which such Priority Application shall be filed, or lapse or become abandoned, or, in cases where there is no due date for filing such Priority Application, then as much notice as is possible using Jemincare's reasonable efforts, and, RAPT shall thereupon have the right (but not the obligation) to prepare and file such Priority Application at RAPT's own cost and expense with counsel of its choice.

9.3. **Prosecution and Maintenance Cooperation**. With respect to all Prosecution and Maintenance related to Licensed Patents and Resulting Patents for which a Party has a right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents), the non-prosecuting Party shall reasonably cooperate with the prosecuting Party and provide reasonable assistance with respect to such Prosecution and Maintenance under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents), including to:

9.3.1 execute powers of attorney, inventor declarations, confirmatory assignments and all similar instruments to document their respective ownership and Prosecution and Maintenance rights consistent with this Agreement as reasonably requested by the prosecuting Party;

9.3.2 provide access to relevant documents, including copies of documents filed with or received from any national or regional patent and trademark office (including the U.S. Patent and Trademark Office) or other relevant judicial or administrative body and other evidence, only to the extent not already provided, to enable the prosecuting Party to exercise its Prosecution and Maintenance rights;

9.3.3 make its employees, agents and consultants reasonably available to the prosecuting Party (or to the other Party's authorized attorneys, agents or representatives), to the extent reasonably necessary to enable the other Party hereunder to exercise its Prosecution and Maintenance rights;

9.3.4 provide the prosecuting Party, upon its request, with copies of any patentability search reports generated by its patent counsel with respect to the applicable Patents, including relevant Third Party patents and patent applications located (*provided* that neither Party shall be required to provide legally privileged information with respect to such intellectual property unless and until procedures reasonably acceptable to such Party are in place to protect such privilege); and

9.3.5 endeavor in good faith to coordinate its efforts under this Agreement with the prosecuting Party to minimize or avoid interference with the Prosecution and Maintenance by the prosecuting Party,

provided that the prosecuting Party shall reimburse the non-prosecuting Party for its reasonable and verifiable out-of-pocket costs and expenses incurred in connection therewith.

9.4. **Patent Term Extension and Supplementary Protection Certificate**.

9.4.1 As between the Parties, in the RAPT Territory, RAPT shall have the sole right to make decisions regarding, and to apply for, patent term extensions, including extensions pursuant to 35 U.S.C. §156 et. seq., extensions pursuant to supplementary protection certificates, and any other extensions that are now or become available in the future, wherever applicable, for the Licensed Patents and Resulting Patents for which RAPT has a right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Licensed Patents) and with respect to the Licensed Molecules and the Licensed Products, in each case including whether or not to do so; *provided*, that [***]. Jemincare shall provide prompt and reasonable assistance, as requested by RAPT, including by taking such action as patent holder as is required under any Applicable Law, to obtain such extension or supplementary protection certificate, pursuant to this Section 9.4.1.

9.4.2 As between the Parties, in the Jemincare Territory, Jemincare shall have the sole right to make decisions regarding, and to apply for, patent term extensions, including extensions pursuant to supplementary protection certificates and any other extensions that are now or become available in the future, wherever applicable, for the Licensed Patents and Resulting Patents for which Jemincare has a right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents) and with respect to the Licensed Molecules and the Licensed Products, in each case including whether or not to do so. RAPT shall provide prompt and reasonable assistance, as requested by Jemincare, including by taking such action as patent holder as is required under any Applicable Law, to obtain such extension or supplementary protection certificate.

9.5. **Patent Listings**.

9.5.1 As between the Parties, RAPT shall have the sole right to make all filings with Regulatory Authorities in the RAPT Territory with respect to the Licensed Patents or Resulting Patents for which RAPT has a right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents), including as required or allowed (a) in the United States, in the FDA's Orange Book or Purple Book and (b) in the European Union, under the national implementations of Article 10.1(a)(iii) of Directive 2001/EC/83 or other international equivalents. Jemincare shall (x) provide RAPT a correct and complete list of all Licensed Patents and Joint Resulting Patents and other information necessary or reasonably useful to enable RAPT to make such filings with Regulatory Authorities and (y) cooperate with RAPT's reasonable requests in connection therewith, including executing any documents, meeting any submission deadlines, in each case (x) and (y), to the extent required or permitted by Applicable Law.

9.5.2 As between the Parties, Jemincare shall have the sole right to make all filings with Regulatory Authorities in the Jemincare Territory with respect to the Licensed Patents or Resulting Patents for which Jemincare has a right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents). RAPT shall cooperate with Jemincare's reasonable requests in connection therewith, including executing any documents, meeting any submission deadlines, to the extent required or permitted by Applicable Law.

9.6. **Enforcement**.

9.6.1 Each Party shall promptly notify the other Party in writing if it becomes aware of (a) unauthorized use or misappropriation of any Licensed Know-How by a Third Party or (b) any apparent, threatened or actual infringement by a Third Party of any Licensed Patent or Resulting Patent (collectively, a "**Competing Infringement**"). Without limiting the foregoing, if Jemincare receives notice or a copy of an application submitted to the FDA for a Biosimilar (a "**Biosimilar Application**") for which a Licensed Product is a "reference product", as such term is used in the Biologics Price Competition and Innovation Act of 2009, as may be amended from time to time, whether or not such notice or copy is provided under any Applicable Law, or otherwise becomes aware that a Biosimilar Application has been submitted to a Regulatory Authority for Regulatory Approval (such as in an instance described in Section 351(1)(9)(C) of the United States Public Health Service Act, as amended from time to time ("**PHSA**")), Jemincare shall, as soon as possible and not later than within [***], notify and provide RAPT copies of such communication to the extent permitted by Applicable Law.

9.6.2 RAPT shall have the sole right, but not the obligation, to bring and control any legal action or take such other actions alleging Competing Infringement as it deems appropriate (including delivering to Third Party notice letters and controlling settlements) at its cost and expense with counsel of its choice with respect to any RAPT-Prosecuted Patent or any RAPT Resulting Patent. At the request and expense of RAPT, Jemincare shall provide reasonable assistance in connection with RAPT's legal or other actions in connection with any such Competing Infringement, including by executing reasonably appropriate documents, cooperating in discovery, and joining as a party to the action if requested by RAPT.

9.6.3 Jemincare shall have the sole right, but not the obligation, to bring and control any legal action or take such other actions alleging Competing Infringement as it deems appropriate (including responding to Third Party notice letters and controlling settlements) at its cost and expense with counsel of its choice with respect to any Jemincare-Prosecuted Patent. At the request and expense of Jemincare, RAPT shall provide reasonable assistance in connection with Jemincare's legal or other actions in connection with any such Competing Infringement, including by executing reasonably appropriate documents, cooperating in discovery, and joining as a party to the action if requested by Jemincare at Jemincare's cost.

9.6.4 Conduct of Biosimilar Litigation. Notwithstanding anything to the contrary in this Section 9.6.4 (Conduct of Biosimilar Litigation), regardless of the Party that is the "reference product sponsor" for purposes of a Biosimilar Application in the RAPT Territory, as between the Parties, (a) RAPT shall have the sole right to designate pursuant to Section 351(l)(1)(B)(ii) of the PHSA the counsel who shall receive confidential access to the Biosimilar Application; (b) RAPT shall have the sole right, under at least Sections 351(*l*)(3)(A), (5)(b)(i)(II), or (7) of the PHSA, to list any Patents, including the Licensed Patents, insofar as they claim or cover the applicable Licensed Product, to respond to any communications with respect to such lists from the filer of the Biosimilar Application, and to negotiate with the filer of the Biosimilar Application as to whether to utilize a different mechanism for information exchange than that specified in Section 351(l) of the PHSA; (c) RAPT shall have the sole right to identify Patents or respond to communications under any equivalent or similar listing described in (a) and (b) above in any other jurisdiction in the RAPT Territory; and (d) at the request and expense of RAPT, Jemincare shall cooperate in

good faith with RAPT with respect to any such certification, communications or notice under Applicable Law, including with respect to proceedings related thereto. At RAPT's written request, Jemincare shall prepare such lists and make such responses at RAPT's direction and cost, to the extent required or permitted by Applicable Law. At RAPT's cost, Jemincare shall (x) provide to RAPT, within [***] of RAPT's request, all information, including a correct and complete list of Licensed Patents that is necessary or reasonably useful to enable RAPT to make such lists and communications with respect to the Licensed Patents solely to the extent not already provided under this Agreement, and (y) cooperate with RAPT's reasonable requests in connection therewith, including reasonable requests to meet any submission deadlines, in each case, to the extent required or permitted by Applicable Law. RAPT shall (A) reasonably consult with Jemincare prior to identifying any Licensed Patents to a Third Party as contemplated by this Section 9.6.4 (Conduct of Biosimilar Litigation) and shall consider in good faith Jemincare's advice and suggestions with respect thereto, and (B) notify Jemincare of any such lists or communications promptly after they are made.

9.6.5 Cooperation in Enforcement Efforts. For any legal or other action initiated or directed pursuant to Section 9.6 (Enforcement), the non-enforcing Party shall, and shall cause its Affiliates to, assist and cooperate with the enforcing Party or its designee, as the enforcing Party or such designee may reasonably request from time to time, in connection with its activities set forth in Section 9.6 (Enforcement) including, to the extent needed to conduct such legal or other action, furnishing a power of attorney solely for such purpose or joining in, or being named as a necessary party to, such action, providing access to relevant records, documents (including laboratory notebooks) and other evidence to the extent under the possession or control of the non-enforcing Party and making inventors and other of its employees available at reasonable business hours and producing relevant employees and such records, documents in discovery proceedings; *provided* that, the enforcing Party shall reimburse the non-enforcing Party for its reasonable and verifiable out-of-pocket costs and expenses incurred in connection therewith.

9.7. **Invalidity or Unenforceability Defenses or Actions**.

9.7.1 Notification. Each Party shall promptly notify the other Party in writing of any alleged or threatened assertion of invalidity or unenforceability of any Licensed Patent or Resulting Patent of which such Party becomes aware. Without limiting the foregoing, each Party shall, within [***] after the other Party's notice thereof, provide the other Party with copies of all notices provided to such Party relating to any such assertion of invalidity or unenforceability of any Licensed Patent or Resulting Patent.

9.7.2 Defense Actions. As between the Parties, except with respect to proceedings covered by the definition of Prosecution and Maintenance (which, for clarity, are addressed in Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents)), each Party shall have the sole right, but not the obligation, to defend and control the defense of the validity and enforceability of the Licensed Patents and Resulting Patents for which such Party has the right to Prosecute and Maintain under Section 9.2 (Prosecution and Maintenance of Licensed Patents and Resulting Patents) at its sole cost and expense and using counsel of its own choice (such Party being referred to as the controlling Party and the other Party being referred to as the non-controlling Party).

9.7.3 Cooperation. The non-controlling Party may participate in any claim, suit or proceeding conducted by the controlling Party regarding the validity and enforceability with counsel of its choice at its sole cost and expense; *provided* that the

defending Party shall retain control of the defense in such claim, suit or proceeding. The non-controlling Party shall, and shall cause its Affiliates to, assist and cooperate with the controlling Party, as the controlling Party may reasonably request from time to time in connection with its activities set forth in this Section 9.7 (Invalidity or Unenforceability Defenses or Actions), including, to the extent needed to conduct such claim, suit or proceeding, furnishing a power of attorney solely for such purpose or joining in, or being named as a necessary party to, such action, providing access to relevant records, documents and other evidence (including laboratory notebooks) to the extent under the possession or control of the non-controlling Party and making inventors and other of its employees available at reasonable business hours; *provided* that, the controlling Party shall reimburse the non-controlling Party for its reasonable and verifiable out-of-pocket costs and expenses incurred in connection therewith. In connection with any activities with respect to a defense, claim or counterclaim pursuant to this Section 9.7 (Invalidity or Unenforceability Defenses or Actions), the controlling Party shall (a) consult with the non-controlling Party as to the strategy for such activities, (b) consider in good faith any comments from the non-controlling Party and (c) keep the non-controlling Party reasonably informed of any material steps taken and provide copies of all material documents filed, in connection with such defense, claim or counterclaim.

9.7.4 Settlement. The controlling Party shall have the right to settle the applicable claim, suit or proceeding; *provided* that neither Party shall enter into any settlement that admits to the invalidity, unpatentability, narrowing of scope or unenforceability of any Licensed Patent or any Joint Resulting Patent in any manner; incurs any financial liability on the part of the other Party; or requires an admission of liability, wrongdoing or fault on the part of the other Party; in each case, without the other Party's prior written consent (which consent shall not be unreasonably withheld, delayed or conditioned); *provided, further* that the foregoing limitation shall not be deemed to preclude, or require the consent of such other Party in connection with, a settlement that would or may result in reduced payments hereunder, but would not otherwise fall within the scope of the foregoing limitation.

9.8. **Defense**.

9.8.1 Each Party shall promptly notify the other Party in writing after becoming aware of any claim alleging that the Development, Manufacture, or Commercialization of any Licensed Molecule or Licensed Product infringes, misappropriates, or otherwise violates any Patents, Know-How, or other intellectual property rights of any Third Party in such Party's Territory ("**Third Party Infringement**"). In any such instance, the Parties shall as soon as practicable thereafter discuss in good faith the best response to such notice of Third Party Infringement. Without limiting the foregoing, each Party shall, within [***] after such Party's receipt thereof, provide the other Party with copies of all notices received by such Party relating to any Third Party Infringement.

9.8.2 Subject to Article 12 (Indemnification; Insurance; Limitation of liability), as between the Parties, each Party shall have the sole right, but not the obligation, to defend, settle, or otherwise take actions with respect to, any Third Party Infringement claim arising from such Party's, its Affiliates' or Sublicensees' activities in such Party's Territory. The Party exercising this right shall do so at its sole discretion, cost and expense, including bearing any damages or awards resulting from a judgment related to the Third Party Infringement claim.

9.9. **Recovery**. Any recovery (including awards, damages, amounts paid in settlement or other recoveries) received as a result of any action under Section 9.6 (Enforcement), Section 9.7 (Invalidity or

Unenforceability Defenses or Actions) or Section 9.8 (Defense) shall be allocated in the following order: (a) to reimburse the enforcing/controlling/defending Party for the reasonable costs and expenses (including attorneys' and professional fees) that the enforcing/controlling/defending Party incurred in connection with such action, to the extent not previously reimbursed; (b) to reimburse the non-enforcing/controlling/defending Party, where it joins a legal action as provided under Section 9.6 (Enforcement), Section 9.7 (Invalidity or Unenforceability Defenses or Actions) or Section 9.8 (Defense) (as applicable), for the reasonable costs and expenses (including attorneys' and professional fees) that the non-enforcing/controlling/defending Party incurred in connection with such action, to the extent not previously reimbursed; and (c) the remainder of the recovery shall be allocated [***], unless the Parties mutually agree in writing to a different allocation.

9.10. **Trademarks**.

9.10.1 RAPT Product Marks. As between the Parties, RAPT shall have the exclusive right, but not the obligation, to brand the Licensed Products using Trademarks it determines appropriate in its sole discretion for the Licensed Products in the RAPT Territory, which may vary within the RAPT Territory (the "**RAPT Product Marks**"). RAPT shall own all rights in the RAPT Product Marks and shall register and maintain the RAPT Product Marks to the extent it determines reasonably necessary. Jemincare shall not, and shall ensure that its Affiliates and licensees shall not, (a) use in their respective businesses in the RAPT Territory, any Trademark that is confusingly similar to, misleading or deceptive with respect to or that dilutes any (or any part) of the RAPT Product Marks, and (b) do any act that endangers, destroys, or similarly affects, in any material respect, the value of the goodwill pertaining to the RAPT Product Marks. Jemincare shall not, and shall not permit its Affiliates to, attack, dispute, or contest the validity of or ownership of any RAPT Product Mark anywhere in the RAPT Territory or any registrations issued or issuing with respect thereto.

9.10.2 Jemincare Product Marks. As between the Parties, Jemincare shall have the exclusive right, but not the obligation, to brand the Licensed Products using Trademarks it determines appropriate in its sole discretion for the Licensed Products in the Jemincare Territory, which may vary within the Jemincare Territory (the "**Jemincare Product Marks**"). As between the Parties, Jemincare shall own all rights in the Jemincare Product Marks and may register and maintain the Jemincare Product Marks to the extent it determines reasonably necessary. RAPT shall not, and shall ensure that its Affiliates and Sublicensees shall not, (a) use in their respective businesses in the Jemincare Territory, any Trademark that is confusingly similar to, misleading or deceptive with respect to or that dilutes any (or any part) of the Jemincare Product Marks, and (b) do any act that endangers, destroys, or similarly affects, in any material respect, the value of the goodwill pertaining to the Jemincare Product Marks. RAPT shall not, and shall not permit its Affiliates to, attack, dispute, or contest the validity of or ownership of any Jemincare Product Mark anywhere in the Jemincare Territory or any registrations issued or issuing with respect thereto.

9.11. **Common Interest**. All information exchanged between the Parties regarding the Prosecution and Maintenance, and enforcement and defense, of Patents under this Article 9 (Intellectual Property) shall be deemed Confidential Information of the disclosing Party. In addition, the Parties acknowledge and agree that, with regard to such Prosecution and Maintenance, and enforcement and defense, the interests of the Parties as collaborators and licensor and licensee are to obtain the strongest patent protection possible, and as such, are aligned and are legal in nature. The Parties agree and acknowledge that they have not waived, and nothing in this Agreement constitutes a waiver of, any legal privilege concerning the Patents under this Article 9 (Intellectual Property), including privilege under the common interest doctrine and similar or related doctrines. Notwithstanding anything to the contrary

contained herein, to the extent a Party has a good faith belief that any information required to be disclosed by such Party to the other Party under this Article 9 (Intellectual Property) is protected by attorney-client privilege or any other applicable legal privilege or immunity, such Party shall not be required to disclose such information and the Parties shall in good faith cooperate to agree upon a procedure (including entering into a specific common interest agreement, disclosing such information on a "for counsel eyes only" basis or similar procedure) under which such information may be disclosed without waiving or breaching such privilege or immunity.

ARTICLE 10
CONFIDENTIALITY

10.1. **Nondisclosure**. Each Party agrees that the Party (the "**Receiving Party**") that receives the Confidential Information of the other Party (the "**Disclosing Party**") pursuant to this Agreement shall: (a) maintain in confidence such Confidential Information using not less than the efforts that such Receiving Party uses to maintain in confidence its own proprietary information of similar kind and value, but in no event less than a reasonable degree of efforts; (b) not disclose such Confidential Information to any Third Party without first obtaining the prior written consent of the Disclosing Party, except for disclosures expressly permitted pursuant to this Article 10 (Confidentiality); and (c) not use such Confidential Information for any purpose except those permitted under this Agreement or any other Transaction Agreement, including, in the case of RAPT, the exercise of the rights and licenses granted to RAPT hereunder. The obligations of confidentiality, non-disclosure, and non-use under this Section 10.1 (Nondisclosure) shall be in full force and effect from the Effective Date until [***] following the Term.

10.2. **Exceptions**.

10.2.1 General. Section 10.1 (Nondisclosure) shall not apply with respect to any portion of the Confidential Information of the Disclosing Party to the extent that such Confidential Information:

(a) was known to the Receiving Party or any of its Affiliates without any obligation to keep it confidential or any restriction on its use, as evidenced by written records, prior to disclosure by the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party or any of its Affiliates by a Third Party lawfully in possession thereof and without any obligation to keep it confidential or any restriction on its use, *provided* that such Third Party is not and was not prohibited from disclosing such Confidential Information to the Receiving Party by a legal, fiduciary or contractual obligation owing to the Disclosing Party;

(c) is published by a Third Party or otherwise becomes publicly available or enters the public domain, either before or after it is disclosed to the Receiving Party, without any breach by the Receiving Party of its obligations hereunder; or

(d) is independently developed by or for the Receiving Party or any of its Affiliates, as evidenced by written records, without reference to, use of or reliance upon the Disclosing Party's Confidential Information.

Any combination of features or disclosures shall not be deemed to fall within the foregoing exclusions merely because individual features are published or available to the general public or in the rightful possession of the Receiving Party unless the combination itself and principle of operation are published or available to the general public or in the rightful possession of the Receiving Party. Specific

aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the Receiving Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the Receiving Party.

10.3. **Authorized Disclosure and Use**.

10.3.1 Disclosure. Notwithstanding Section 10.1 (Nondisclosure), the Receiving Party may disclose Confidential Information belonging to the Disclosing Party without the prior consent of the Disclosing Party in the following instances:

(a) subject to Section 10.5 (Securities Filings; Disclosure under Applicable Law), to comply with Applicable Law (including the rules and regulations of the U.S. Securities and Exchange Commission ("**SEC**") or any national securities exchange) (collectively, the "**Securities Regulators**") or with judicial process (including prosecution or defense of litigation), if, in the reasonable opinion of the Receiving Party's counsel, such disclosure is necessary for such compliance or for such judicial process (including prosecution or defense of litigation), *provided* that, if possible, the Receiving Party shall first have given notice to the Disclosing Party and given the Disclosing Party a reasonable opportunity to obtain a protective order or confidential treatment requiring that the Confidential Information that is required to be disclosed be held in confidence or be used only for the purposes for which such disclosure was required by Applicable Law; and *provided, further,* that the Confidential Information disclosed as required by Applicable Law shall be limited to the information that is legally required to be disclosed by such Applicable Law;

(b) disclosure to patent offices or other applicable Governmental Authorities in order to obtain, Prosecute and Maintain, or enforce Patents, to obtain or maintain approval to conduct Clinical Trials, or to market the Licensed Molecule or Licensed Products under this Agreement, in each case, in accordance with this Agreement; *provided*, that reasonable steps are taken to ensure confidential treatment of such Confidential Information to the extent available;

(c) disclosure to: (i) in the case of either Party, any of its officers, directors, employees, consultants, agents, or Affiliates; (ii) in the case of RAPT, any actual or potential collaborators, licensors, Sublicensees, licensees, or strategic partners, or any other Third Party to the extent necessary or useful to exercise RAPT's rights under the Transaction Agreements; (iii) in the case of either Party, such Party's Subcontractors for the purpose of such Subcontractors performing obligations of such Party under this Agreement or any other Transaction Agreement; and (iv) in the case of either Party, such Party's actual or potential acquirers or prospective investment bankers, investors, lenders, or other financial partners; *provided*, that, in each case ((i) through (iv)), prior to any such disclosure, each such disclosee is bound by reasonable and customary written obligations of confidentiality, non-disclosure, and non-use, including, in the case of disclosure to Third Parties, obligations that are consistent with the obligations set forth in this Article 10 (Confidentiality) and of duration customary in confidentiality agreements entered into for a similar purpose; *provided*, *however*, that, in each of the above situations described in this Section 10.3.1(c), the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 10.3.1(c) to treat such Confidential Information as required under this Article 10 (Confidentiality); and

(d) disclosure to its advisors (including attorneys and accountants) in connection with activities under this Agreement; *provided*, that, prior to any such disclosure, each such disclosee is bound by written obligations of confidentiality, non-disclosure, and non-use consistent with the obligations set forth in this Article 10 (Confidentiality) (*provided*, *however*, that in the case of legal advisors, no written agreement shall be required), to maintain the confidentiality thereof and not to use such Confidential Information except as expressly permitted by this Agreement; *provided, however*, that, in each

of the above situations in this Section 10.3.1(d), the Receiving Party shall remain responsible for any failure by any Person who receives Confidential Information from such Receiving Party pursuant to this Section 10.3.1(d) to treat such Confidential Information as required under this Article 10 (Confidentiality).

10.3.2 Use. Each Party shall have the right to use the Confidential Information of the other Party to fulfill its obligations and exercise its rights under this Agreement or any Transaction Agreement.

10.3.3 Terms of Disclosure. If and whenever any Confidential Information is disclosed in accordance with this Section 10.3 (Authorized Disclosure and Use), such disclosure shall not cause any such information to cease to be Confidential Information, except to the extent that such disclosure results in a public disclosure of such information other than by breach of this Agreement.

10.4. **Terms of this Agreement**. Each Party agrees not to disclose this Agreement or any terms hereof without obtaining the prior written consent of the other Party; *provided*, that each Party may disclose this Agreement or any terms hereof in accordance with the provisions of Section 10.3 (Authorized Disclosure and Use) or Section 10.5 (Securities Filings; Disclosure under Applicable Law), as applicable.

10.5. **Securities Filings; Disclosure under Applicable Law**. Each Party acknowledges and agrees that the other Party may submit this Agreement to, or file this Agreement with, the Securities Regulators or other Persons as may be required by Applicable Law. Notwithstanding the foregoing, if a Party is required by any Securities Regulator or other Person as may be required by Applicable Law to make a disclosure of the terms of this Agreement in a filing or other submission as required by such Securities Regulator or such other Person, and such Party has: (a) provided copies of the disclosure to the other Party reasonably in advance under the circumstances of such filing or other disclosure; (b) promptly notified the other Party in writing of such requirement and any respective timing constraints; and (c) given the other Party reasonable time under the circumstances from the date of provision of a copy of such disclosure to comment upon and request confidential treatment for such disclosure, then such Party shall have the right to make such disclosure at the time and in the manner reasonably determined by its counsel to be required by the Securities Regulator or the other Person. Notwithstanding the foregoing, if a Party seeks to make a disclosure as required by a Securities Regulator or other Person as may be required by Applicable Law as set forth in this Section 10.5 (Security Filings, Disclosure under Applicable Law) and the other Party requests confidential treatment of, or additional redactions in, a submission in accordance with this Section 10.5 (Security Filings, Disclosure under Applicable Law), the Party seeking to make such disclosure or its counsel, as the case may be, shall use good-faith efforts to effectuate such confidential treatment or additional redactions.

10.6. **Press Releases**. The Parties shall mutually release the press release attached as Schedule 10.6 (Press Release) hereto. Subject to Section 10.3 (Authorized Disclosure and Use) and Section 10.5 (Securities Filings; Disclosure under Apply Law), each Party shall provide to the other Party any press release that discloses such other Party's [***] no less than [***] prior to the anticipated publication of such press release, and the other Party shall have the right to provide comment with respect to such press release, which shall be considered in good faith. The other Party shall not use any data or information disclosed in such press release prior to its publication for any purpose. Each Party shall have the right to redistribute press releases issued in accordance with this Section 10.6 (Press Releases) and disclose information described in such press releases.

10.7. **Publication**. Subject to Section 10.3 (Authorized Disclosure and Use) and Section 10.5 (Securities Filings; Disclosure under Apply Law), if a Party or any of its Affiliates plans to make any publication or public disclosure and such publication or public disclosure is the initial publication or

disclosure of [***], the publishing Party shall provide a copy of such publication or public disclosure to the non-publishing Party at least [***] in advance of the planned date of publication or public disclosure (to the extent reasonably possible), and the non-publishing Party shall have the right to require the removal of [***] from such publication or public disclosure within [***] of receipt of such copy from the publishing Party. The publishing Party shall, upon such request, remove such [***] from such planned publication or public disclosure prior to submission of such publication or public disclosure and shall take any additional comments of the non-publishing Party into good-faith consideration. The publishing Party shall provide the non-publishing Party a copy of the publication or public disclosure at the time of the submission for publication.

ARTICLE 11
REPRESENTATIONS AND WARRANTIES; COVENANTS

11.1. **Representations and Warranties of Each Party**. Each Party hereby represents and warrants to the other Party, as of the Effective Date, that:

11.1.1 it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has all requisite power and authority, corporate or otherwise, to execute, deliver and perform this Agreement;

11.1.2 the execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized by all necessary corporate action and do not violate: (a) such Party's charter documents, bylaws or other organizational documents; (b) in any material respect, any agreement, instrument or contractual obligation to which such Party is bound; (c) subject to Section 6.6.2 (HGR Data), any requirement of any Applicable Law; or (d) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party;

11.1.3 this Agreement is a legal, valid and binding obligation of such Party enforceable against it in accordance with its terms and conditions, subject to the effects of bankruptcy, insolvency or other laws of general application affecting the enforcement of creditor rights, judicial principles affecting the availability of specific performance and general principles of equity (whether enforceability is considered a proceeding at law or equity);

11.1.4 it is not under any obligation, contractual or otherwise, to any Person that conflicts with or is inconsistent in any material respect with the terms of this Agreement or that would impede the diligent and complete fulfillment of its obligations hereunder; and

11.1.5 neither it nor any of its Affiliates has been debarred or is subject to a threatened or pending Claim or conviction related to debarment, and neither it nor any of its Affiliates has used or will use in any capacity, in connection with any Clinical Trials conducted by or on behalf of it the Licensed Molecule and/or the Licensed Product (including the Ongoing Jemincare Trials), the Licensed IP, Licensed Molecules, Licensed Products, or any services to be performed under this Agreement or any other Transaction Agreement, any Person who has been debarred or is subject to a threatened or pending Claim or conviction related to debarment, in each case pursuant to any Applicable Law, including Section 306 of the Federal Food, Drug, and Cosmetic Act and requirements by the HGR Agency.

11.2. **Representations and Warranties of Jemincare**. Jemincare hereby represents and warrants to RAPT, as of the Effective Date, that:

11.2.1 (a) all the Licensed Patents in existence as of the Effective Date are listed in Schedule 1.115 (Licensed Patents), (b) all such listed Licensed Patents have been and are being Prosecuted and Maintained diligently in the respective patent offices or other applicable Governmental Authorities in accordance with Applicable Law and Jemincare or its Affiliates are not in arrears with respect to any applicable fees in connection therewith, (c) all inventor assignments with respect to inventions claimed or described in the Licensed Patents have been executed as necessary at each respective patent offices or applicable Governmental Authorities in accordance with Applicable Law, and (d) all Licensed Patents set forth on Schedule 1.115 (Licensed Patents) issued in the RAPT Territory as of the Effective Date are, to Jemincare's Knowledge, valid and enforceable;

11.2.2 Jemincare owns the Licensed Patents listed in Schedule 1.115 (Licensed Patents) and the Licensed Know-How (in each case, free of any encumbrance, lien or claim of ownership by any Third Party), and has the full right, power and authority to grant the license and rights purported to be granted under this Agreement to RAPT, including with respect to the intellectual property rights, Clinical Data and Regulatory Materials for Licensed Molecules or Licensed Products, and it has not granted any license or other right under the Licensed IP inconsistent with this Agreement. No Licensed Patents or Licensed Know-How are licensed to Jemincare under any agreements with any Third Parties, and there are no license or other agreements between Jemincare or any of its Affiliates, on the one hand, and a Third Party, on the other hand, pursuant to which Jemincare or any of its Affiliates obtains rights to any Third Party intellectual property rights necessary or reasonably useful for the Development, Manufacture, Commercialization or other Exploitation of Licensed Molecules or Licensed Products;

11.2.3 [***];

11.2.4 [***];

11.2.5 [***];

11.2.6 there are no Claims, actions or proceedings, pending or threatened by any Third Party against Jemincare or any of its Affiliates or its or their respective properties, assets or business, which if adversely decided, would, individually or in the aggregate, have a material adverse effect on, or prevent Jemincare's ability to grant, the licenses or rights granted to RAPT under this Agreement, or to perform Jemincare's obligation under this Agreement;

11.2.7 [***];

11.2.8 the Licensed IP constitutes all of the intellectual property rights that are necessary for the Exploitation of the Licensed Molecules and Licensed Products in the RAPT Territory and that are Controlled by Jemincare or its Affiliate as of the Effective Date;

11.2.9 [***].

11.2.10 [***];

11.2.11 proprietary and non-public information in the Licensed Know-How has been kept confidential or has been disclosed to Third Parties only under terms of confidentiality. To Jemincare's Knowledge, no breach of such confidentiality has been committed by any Third Party as of the Effective Date;

11.2.12 [***];

11.2.13 neither Jemincare nor any of its Affiliates has entered into any agreement that is inconsistent with or would conflict with or prevent the rights and licenses granted to RAPT under this Agreement, and the fulfillment of Jemincare's obligations and performance of its activities hereunder do not conflict with, violate or breach or constitute a default under any contractual obligation or court or administrative order by which Jemincare or any of its Affiliates is bound;

11.2.14 [***];

11.2.15 [***];

11.2.16 neither Jemincare nor any of its Affiliates has a plan or otherwise intends to undertake or perform, either by itself or via any Third Parties, any Development for the Licensed Molecules and/or the Licensed Products in the RAPT Territory after Effective Date;

11.2.17 [***];

11.2.18 [***];

11.2.19 neither Jemincare nor any of its Affiliates has undertaken or performed itself, or via any Third Parties, any Development for the Licensed Molecules and/or the Licensed Products in the RAPT Territory; and

11.2.20 [***].

11.3. **Representations and Warranties of RAPT**. RAPT hereby represents and warrants to Jemincare, as of the Effective Date, that:

11.3.1 as of the Effective Date, there are no Claims, actions or proceedings, pending or threatened by any Third Party against RAPT or any of its Affiliates or its or their respective properties, assets or business, which if adversely decided, would, individually or in the aggregate, have a material adverse effect on, or prevent RAPT's ability to grant the licenses or rights granted to Jemincare under this Agreement or to perform RAPT's obligation under this Agreement;

11.3.2 [***];

11.3.3 neither RAPT nor any of its Affiliates has entered into any agreement that is inconsistent with or would conflict with or prevent the rights and licenses granted to Jemincare under this Agreement, and the fulfillment of RAPT's obligations and performance of its activities hereunder do not conflict with, violate or breach or constitute a default under any contractual obligation or court or administrative order by which RAPT or any of its Affiliates is bound; and

11.3.4 [***].

11.4. **Mutual Covenants**.

11.4.1 Compliance with Applicable Law Generally. Each Party hereby covenants to the other Party that such Party, and its Affiliates to the extent performing such Party's obligations hereunder, shall perform its activities pursuant to this Agreement or any other Transaction Agreement in compliance (and shall ensure compliance by any of its subcontractors) with all Applicable Law.

11.4.2 Compliance with Anti-Corruption Laws. In connection with this Agreement and any other Transaction Agreement, the Parties shall comply with all applicable local, national, and international laws, regulations, and industry codes dealing with government procurement, conflicts of interest, corruption or bribery, and any local financial reporting requirements for investigator and site payments relating to anti-bribery acts, including, if applicable, the U.S. Foreign Corrupt Practices Act of 1977, as amended, the UK Bribery Act 2010, as amended, and any laws enacted to implement the Organization of Economic Cooperation and Development Convention on Combating Bribery of Foreign Officials in International Business Transactions.

11.5. **Debarment**. Each Party shall promptly inform the other Party in writing if such Party or any of its Affiliates has been debarred or is subject to a threatened or pending Claim or conviction related to debarment or, to such Party's and its Affiliates' knowledge, if such Party or any of its Affiliates has used in significant capacity, in connection with any Clinical Trials conducted by or on behalf of such Party for the Licensed Molecule and/or the Licensed Product, the Licensed IP, Licensed Molecules, Licensed Products, or any services to be performed under this Agreement or any other Transaction Agreement, any Person who has been debarred or is subject to a threatened or pending Claim or conviction related to debarment, in each case pursuant to any Applicable Law, including Section 306 of the Federal Food, Drug, and Cosmetic Act and requirements by the HGR Agency.

11.6. **Disclaimer**. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR EXTENDS ANY WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED (AND EACH PARTY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES NOT EXPRESSLY PROVIDED IN THIS AGREEMENT), INCLUDING WITH RESPECT TO ANY PATENTS OR KNOW-HOW, INCLUDING WARRANTIES OF VALIDITY OR ENFORCEABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, PERFORMANCE, AND NON-INFRINGEMENT OF ANY THIRD PARTY PATENT OR OTHER INTELLECTUAL PROPERTY RIGHT. NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, THAT IT WILL BE ABLE TO SUCCESSFULLY DEVELOP, MANUFACTURE, OR COMMERCIALIZE ANY LICENSED MOLECULES OR LICENSED PRODUCT OR, IF COMMERCIALIZED, THAT ANY PARTICULAR SALES LEVEL OF SUCH LICENSED PRODUCT WILL BE ACHIEVED.

ARTICLE 12
INDEMNIFICATION; INSURANCE; LIMITATION OF LIABILITY

12.1. **Indemnification by RAPT**. RAPT shall indemnify, defend, and hold harmless Jemincare, its Affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns (collectively, the "**Jemincare Indemnitees**") from and against any and all Damages incurred in connection with any Third Party Claim to the extent arising from:

(a) the Development or Commercialization of any Licensed Molecule or Licensed Product in the Field in the RAPT Territory by RAPT, its Affiliates, or its Sublicensees;

(b) the Manufacture of any Licensed Molecule or Licensed Product in the Field by RAPT, its Affiliates, or its Sublicensees;

(c) the Development of any Licensed Molecule or Licensed Product in the Field in the Jemincare Territory by RAPT, its Affiliates, or its Sublicensees, as permissible under Section 4.1.2;

(d) the gross negligence or willful misconduct of RAPT or its Affiliates or its or their respective directors, officers, employees, or agents, in connection with RAPT's performance of its obligations under this Agreement or any Transaction Agreement; or

(e) any breach by RAPT of any of its representations, warranties, covenants, obligations or other terms under this Agreement;

except, in each case ((a)-(c)), such Damages for which Jemincare has an indemnification obligation pursuant to Section 12.2 (Indemnification by Jemincare), if such Damages were incurred by a RAPT Indemnitee, as to which Damages each Party shall indemnify the Jemincare Indemnitees or RAPT Indemnitees, as applicable, to the extent of its respective liability for such Damages.

12.2. **Indemnification by Jemincare**. Jemincare shall indemnify, defend and hold harmless RAPT, its Affiliates, and its and their respective directors, officers, employees, agents, successors, and assigns (collectively, the "**RAPT Indemnitees**"), from and against any and all Damages incurred in connection with any Third Party Claim to the extent arising from:

(a) the Development or Commercialization of any Licensed Molecule or Licensed Product in the Field in Jemincare Territory by Jemincare, its Affiliates or its licensees of the Licensed IP in the Field;

(b) the Manufacture of any Licensed Molecule or Licensed Product in the Field by Jemincare, its Affiliates or its licensees of the Licensed IP in the Field;

(c) the gross negligence or willful misconduct of Jemincare or its Affiliates or its or their respective directors, officers, employees, consultants, subcontractors or agents, in connection with Jemincare's or its Affiliates' performance of its obligations under this Agreement or any Transaction Agreement; or

(d) any breach by Jemincare of any of its representations, warranties, covenants, obligations or other terms under this Agreement;

except, in each case ((a)-(c)), such Damages for which RAPT has an indemnification obligation pursuant to Section 12.1 (Indemnification by RAPT) if such Damages were incurred by a Jemincare Indemnitee, as to which Damages each Party shall indemnify the Jemincare Indemnitees or RAPT Indemnitees, as applicable, to the extent of its respective liability for such Damages.

12.3. **Procedure**.

12.3.1 If a Party is seeking indemnification under Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable (the

"**Indemnitee**"), it shall inform the other Party (the "**Indemnitor**") of the claim giving rise to the obligation to indemnify pursuant to Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, as soon as reasonably practicable after receiving notice of or otherwise becoming aware of the claim (an "**Indemnification Claim Notice**"); *provided* that any delay or failure to provide such notice shall not constitute a waiver or release of, or otherwise limit, the Indemnitee's rights to indemnification under Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, except to the extent that such delay or failure prejudices the Indemnitor's ability to defend against the relevant claims or results in increased Damages to the Indemnitor.

12.3.2 The Indemnitor shall have the right, upon written notice given to the Indemnitee within [***] after receipt of the Indemnification Claim Notice, to assume the defense of any such claim for which the Indemnitee is seeking indemnification pursuant to Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, using appropriately qualified legal counsel. The Indemnitee shall cooperate with the Indemnitor and the Indemnitor's insurer as the Indemnitor may reasonably request, and at the Indemnitor's cost and expense. The Indemnitee shall have the right to participate, at its own expense, and with counsel of its choice, in the defense of any claim or suit that has been assumed by the Indemnitor.

12.3.3 The Indemnitor shall not settle any claim to which it is subject pursuant to Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, without first obtaining the prior written consent of the Indemnitee, not to be unreasonably withheld, conditioned, or delayed; *provided*, *however*, that the Indemnitor shall not be required to obtain such consent if the settlement: (a) involves only the payment of money and shall not result in the Indemnitee (or other Jemincare Indemnitees or RAPT Indemnitees, as applicable) becoming subject to injunctive or other similar type of relief; (b) does not require an admission of fault or wrongdoing by the Indemnitee (or other Jemincare Indemnitees or RAPT Indemnitees, as applicable); and (c) does not adversely affect the rights or licenses granted to the Indemnitee (or its Affiliate) under this Agreement.

12.3.4 If the Parties cannot agree as to the application of Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, to any claim, pending the resolution of the dispute pursuant to Section 14.6 (Governing Law; Dispute Resolution; Jury Waiver), the Parties may conduct separate defenses of such claims, with each Party retaining the right to claim indemnification from the other Party in accordance with Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable, upon resolution of the underlying claim. In each case, the Indemnitee shall reasonably cooperate with the Indemnitor and shall make available to the Indemnitor all pertinent information under the control of the Indemnitee, which information shall be subject to Article 10 (Confidentiality).

12.3.5 For clarity, if the Indemnitee has the right to control the defense of a Third Party Claim pursuant to Section 9.8 (Defense), the Indemnitee shall be entitled to control such Third Party Claim, without limiting the Indemnitor's responsibility for Damages under Section 12.1 (Indemnification by RAPT) or Section 12.2 (Indemnification by Jemincare), as applicable.

12.4. **Insurance**. During the Term and for a period of [***] thereafter, each Party shall maintain, at its cost, a program of insurance in such amounts, subject to such deductibles and on such terms and covering such risks as are customary for such Party. Such insurance shall not be construed to create a limit

on either Party's liability with respect to its indemnification obligations under this Article 12 (Indemnification; Insurance; Limitation of Liability), or otherwise.

12.5. **LIMITATION OF LIABILITY**. NEITHER JEMINCARE NOR RAPT, NOR ANY OF THEIR RESPECTIVE AFFILIATES, WILL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, LOST PROFITS OR LOST REVENUES, WHETHER LIABILITY IS ASSERTED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY), INDEMNITY, CONTRIBUTION, OR OTHERWISE, AND IRRESPECTIVE OF WHETHER THAT PARTY OR ANY REPRESENTATIVE OF THAT PARTY HAS BEEN ADVISED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE, PROVIDED THAT NOTHING IN THIS SECTION 12.5 (LIMITATION OF LIABILITY) IS INTENDED TO OR SHALL LIMIT OR RESTRICT: (A) THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTIONS 12.1 (INDEMNIFICATION BY RAPT) OR 12.2 (INDEMNIFICATION BY JEMINCARE), AS APPLICABLE, IN CONNECTION WITH ANY THIRD PARTY CLAIMS; OR (B) DAMAGES AVAILABLE FOR A PARTY'S GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, FRAUD, OR BREACH OF Article 10 (CONFIDENTIALITY).

ARTICLE 13
TERM AND TERMINATION

13.1. **Term**. This Agreement shall become effective on the Effective Date and, unless earlier terminated in accordance with this Article 13 (Term and Termination), shall expire on a country-by-country and Licensed Product-by-Licensed Product basis upon the expiration of the Royalty Term under this Agreement with respect to such Licensed Product in such country (the "**Term**"), subject to Section 8.3.2 (Royalty Term; License Conversion).

13.2. **Termination by RAPT for Convenience**. This Agreement may be terminated in its entirety or on a Licensed Product-by-Licensed Product basis by RAPT for any or no reason upon [***] written notice to Jemincare.

13.3. **Termination for Material Breach**. This Agreement may be terminated in its entirety by a Party for the material breach by the other Party of this Agreement; *provided*, that the breaching Party has not cured such material breach within [***] after the date of written notice to the breaching Party of such breach (the "**Cure Period**"), which notice shall describe such breach in reasonable detail and shall state the non-breaching Party's intention to terminate this Agreement. Any such termination of this Agreement under this Section 13.3 (Termination for Material Breach) shall become effective at the end of the Cure Period, unless (a) the breaching Party has cured such breach prior to the expiration of such Cure Period, or (b) there is a good faith dispute with respect to the existence of such a material breach (including for non-payment), in which case such Cure Period shall be tolled until a final determination under Section 14.6 (Governing Law; Dispute Resolution; Jury Waiver) has been reached that the breaching Party has materially breached this Agreement, and such breach remains uncured for [***] after such determination.

13.4. **Termination for Bankruptcy**.

13.4.1 In the event that either Party (a) commences a voluntary case under the Bankruptcy Code or any similar bankruptcy or insolvency law foreign or domestic, (b) makes an assignment for the benefit of, or an arrangement or composition generally with, its creditors, (c) appoints an examiner or of a receiver or trustee over all or substantially all of its property or suffers the appointment of such party that is not discharged within [***] after

such filing or appointment, (d) proposes or is a party to any dissolution, liquidation or winding up of such Party, (e) has an involuntary petition filed against it under the Bankruptcy Code or any similar bankruptcy or insolvency law that is not discharged or dismissed within [***] of the filing thereof, or (f) admits in writing its inability generally to meet its obligations as they fall due in the ordinary course, then the other Party may terminate this Agreement in its entirety effective immediately upon written notice to such Party.

13.4.2 For purposes of Section 365(n) of the Bankruptcy Code and any similar law, foreign or domestic, all rights and licenses granted under or pursuant to any Section of this Agreement are rights to "intellectual property" (as defined in Section 101(35A) of the Bankruptcy Code). The Parties agree that the licensee of such rights under this Agreement shall retain and may fully exercise all of its protections, rights and elections under the Bankruptcy Code and any similar laws in any other country. Each Party hereby acknowledges that copies of research data, laboratory samples, product samples and inventory, formulas, laboratory notes and notebooks, pre-clinical research data and results, tangible Know-How and rights of reference, in each case, that relate to such intellectual property, constitute "embodiments" of such intellectual property pursuant to Section 365(n) of the Bankruptcy Code. The Parties agree that in the event of the commencement of a case by or against a Party under the Bankruptcy Code, then the other Party shall be entitled to a complete duplicate of (or complete access to, as appropriate) any intellectual property licensed to such other Party and all embodiments of such intellectual property, and the same, if not already in the other Party's possession, shall be (a) promptly delivered to the other Party, unless and until this Agreement or any license of rights to intellectual property hereunder is rejected, and (b) if not delivered under clause (a), upon the other Party's written request therefor, following (i) the rejection of this Agreement or any license of rights to intellectual property hereunder, and (ii) such other Party's election to retain its rights under Section 365(n)(1)(B) of the Bankruptcy Code. The provisions of this Section 13.4.2 are without prejudice to any rights the non-bankrupt Party may have arising under the Bankruptcy Code, laws of other jurisdictions governing insolvency and bankruptcy or other Applicable Law. The Parties agree that they intend the following rights to extend to the maximum extent permitted by law, including for purposes of the Bankruptcy Code and any similar laws in any other country: (x) the right of access of the licensee to any intellectual property (including all embodiments thereof) of (i) the licensor, or (ii) any Third Party with whom the licensor contracts to perform an obligation of such licensor under this Agreement which is necessary for the Exploitation of a Licensed Product; (y) the right of licensee to contract directly with any Third Party described in (x)(ii) to complete the contracted work and (z) the right of licensee to cure any breach of or default under any such agreement with a Third Party and set off the costs thereof against amounts payable to such licensor under this Agreement.

13.5. **Termination for Patent Challenge**. If RAPT or any of its Affiliates or Sublicensees, individually or in association with any other Person, challenges in a legal action or an administrative proceeding the validity, enforceability or patentability of any Licensed Patent or Joint Resulting Patent, Jemincare may, upon [***] advance notice, terminate this Agreement [***] unless during such [***] period the subject challenge is permanently dismissed or withdrawn and is not thereafter reinstituted or continued; *provided* that in the event RAPT's Sublicensee initiates such challenge, Jemincare may not terminate this Agreement if (a) [***], or (b) [***]; and *provided further* that if RAPT or any of its Affiliates or Sublicensees acquires (or otherwise becomes an Affiliate of) a company that has challenged, directly or indirectly, individually or in association with another Person, the validity, enforceability or patentability of any Licensed Patent or Joint Resulting Patent, RAPT or such Affiliate or Sublicensee shall have [***] from the date of such acquisition to terminate such challenge to such Licensed Patents before Jemincare's rights under this Section 13.5 (Termination for Patent Challenge) become effective. Notwithstanding the

foregoing in this Section 13.5 (Termination for Patent Challenge), nothing in this Section 13.5 (Termination for Patent Challenge) shall (x) [***]; (y) [***]; or (z) [***].

13.6. **General Effects of Termination**.

13.6.1 Effects of Termination on Licenses. (a) For any termination of this Agreement, the licenses granted by Jemincare to RAPT pursuant to Section 2.1 (Licenses to RAPT) and any Sublicenses granted by RAPT pursuant to Section 2.6 (Sublicensing) shall terminate on the respective Termination Date, and (b) for any termination of this Agreement by RAPT pursuant to Section 13.3 (Termination for Material Breach) or by RAPT pursuant to Section 13.4 (Termination for Bankruptcy), the license granted by RAPT to Jemincare pursuant to Section 2.2 (Licenses to Jemincare) and any sublicenses granted by Jemincare thereunder shall terminate on the respective Termination Date, otherwise the license granted to Jemincare under Section 2.2 (License to Jemincare) survives termination and remains in force and effect.

13.6.2 Return of Confidential Information. No later than [***] after the Termination Date, each Party shall either, at the Disclosing Party's option and instruction, (a) destroy or (b) return or cause to be returned to the other Party, all Confidential Information of the Disclosing Party in tangible form received from such other Party and all copies thereof and all materials substances or compositions delivered or provided by the other Party; *provided, however*, that subject to the provisions of Article 10 (Confidentiality): (y) each Party may retain any such Confidential Information or materials as reasonably necessary for such Party's continued practice under any license under this Agreement that remains effective after such termination; and (z) the Disclosing Party's Confidential Information contained in the Receiving Party's electronic back-up files that are created in the normal course of business pursuant to such Receiving Party's standard protocol for preserving its electronic records solely for the purpose of establishing the contents thereof and record purposes.

13.6.3 Use of Confidential Information. Each Party shall have the right to use the other Party's Confidential Information solely to the extent necessary to exercise any surviving rights and fulfill any surviving obligations under this Agreement, *provided* that such Party shall comply with its confidentiality obligations with respect to such Confidential Information in accordance with Article 10 (Confidentiality).

13.6.4 Sale of Existing Inventory. For a period of [***] following the Termination Date, RAPT (or its Affiliates or Sublicensees) ("**Sell-Off Period**") may sell the then-existing inventory of Licensed Products owned by RAPT or any of its Affiliates as of the Termination Date, *provided* that (a) [***], and (b) [***]. Effective from the Termination Date, during such Sell-Off Period, Jemincare hereby grants to RAPT, and RAPT hereby accepts, a non-exclusive, non-transferrable, and sublicensable through multiple tiers (in accordance with Section 2.6 (Sublicensing)) license, under the Licensed IP solely to the extent necessary to sell such then-existing inventory of Licensed Products.

13.7. **Specific Effects of Termination**. Upon termination of this Agreement by RAPT pursuant to Section 13.2 (Termination by RAPT for Convenience), or by Jemincare pursuant to Section 13.3 (Termination for Material Breach), Section 13.4 (Termination for Bankruptcy), or Section 13.5 (Termination for Patent Challenge), then, upon Jemincare's written instruction:

13.7.1 RAPT shall, and shall cause its Affiliates and Sublicensees to, as soon as reasonably practicable transfer and assign (to the extent permitted by Applicable Law

or applicable agreements with Third Parties) to Jemincare all Clinical Data, Regulatory Materials and Regulatory Approvals solely related to each Licensed Product that is the subject of the termination and its corresponding Licensed Molecule. The Parties shall cooperate to transfer all such Clinical Data, Regulatory Materials and Regulatory Approvals from RAPT to Jemincare promptly after the Termination Date and in compliance with Applicable Laws and regulatory requirements of any relevant Regulatory Authority. If Applicable Law prevents or delays the transfer of ownership of any such Regulatory Materials or Regulatory Approvals to Jemincare, RAPT shall, and hereby does, grant to Jemincare an irrevocable and perpetual, fully paid-up, transferable right of access and Right of Reference to such Regulatory Materials and Regulatory Approvals solely for each Licensed Product that is the subject of the termination and its corresponding Licensed Molecule, and shall reasonably cooperate to make the benefits of such Regulatory Materials and Regulatory Approvals available to Jemincare or its designee.

13.7.2 With respect to any ongoing Clinical Trials of Licensed Products, RAPT shall cease (to the extent permitted by Applicable Law or applicable agreements with Third Parties) the conduct of such Clinical Trials as soon as reasonably practicable after the Termination Date, unless Jemincare notifies RAPT in writing prior to the Termination Date that it elects to continue such Clinical Trials at Jemincare's sole costs and expenses. In the event of such election by Jemincare, (a) each Party shall cooperate with the other Party to facilitate the orderly transfer (to the extent permitted by Applicable Law or applicable agreements with Third Parties) to Jemincare of the conduct of such Clinical Trials as soon as reasonably practicable after the Termination Date, including by assignment to Jemincare or termination of any applicable agreements with contract research organizations or sites for Clinical Trials to the extent permissible under such applicable agreements and as desired by Jemincare, and (b) until such time as the conduct of such Clinical Trials has been successfully transferred to Jemincare, RAPT shall continue such Clinical Trials at Jemincare's sole cost and expense and Jemincare shall indemnify, defend and hold harmless each RAPT Indemnitees from and against any and all Damages incurred in connection with any Third Party Claim to the extent arising from such Clinical Trials after the Termination Date. In the event Jemincare does not elect to continue such Clinical Trials and immediate cessation of such Clinical Trials is impermissible under Applicable Law or applicable agreements with Third Parties or otherwise impractical or impossible, (i) RAPT shall bear all costs and expenses associated with such Clinical Trials until such time as the conduct of such Clinical Trials has been fully ceased, and (ii) [***].

13.7.3 With respect to any Licensed Products that has been Commercialized in the RAPT Territory, RAPT shall promptly assign to Jemincare all rights, title and interest in and to the RAPT Product Marks for the corresponding Licensed Products.

13.7.4 Without limiting the foregoing, each Party will cooperate with the other Party to effectuate a smooth and orderly transition with respect to the Licensed Products that were the subject of the termination in a prompt and expeditious manner. Each Party shall take any actions, and execute any instruments, assignments and documents, as reasonably requested by the other Party as may be necessary to effectuate the provisions of this Section 13.7 (Specific Effects of Termination), as applicable.

13.8. **Surviving Provisions**.

13.8.1 Accrued Rights. The expiration or termination of this Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of

any Party prior to such expiration or termination, and any and all damages or remedies (whether at law or in equity) arising from any breach hereunder, each of which shall survive expiration or termination of this Agreement. Such expiration or termination shall not relieve any Party from obligations which are expressly indicated to survive expiration or termination of this Agreement. Except as otherwise expressly set forth in this Agreement, the termination provisions of this Article 13 (Term and Termination) are in addition to any other relief and remedies available to either Party under this Agreement, at law or in equity.

13.8.2 Survival. Without limiting the provisions of Section 13.8.1 (Accrued Rights), the rights and obligations of the Parties set forth in the following Sections and Articles of this Agreement shall survive the expiration or termination of this Agreement (for the time periods set forth therein, as applicable), in addition to those other terms and conditions that are expressly stated to survive termination or expiration of this Agreement: Article 1 (Definitions) (to the extent terms defined therein are used in or necessary to interpret other surviving provisions), Section 2.8 (No Implied Licenses), Section 8.4 (Payment Terms) for purposes of making any payments after the Term that have accrued during the Term, including those for milestones achieved or royalties accrued on Net Sales occurring during the Term, Section 8.5 (Records; Audit Rights), Section 9.1 (Ownership), Section 9.9 (Recovery) (with respect to any action initiated prior to expiration or termination of this Agreement), Article 10 (Confidentiality), Article 12 (Indemnification; Insurance; Limitation of Liability), Section 13.4.2, Section 13.6 (General Effects of Termination), Section 13.7 (Specific Effects of Termination), this Section 13.8 (Surviving Provisions) and Article 14 (Miscellaneous).

ARTICLE 14
MISCELLANEOUS.

14.1. **Severability**. If one or more of the terms or provisions of this Agreement is held by an arbitral tribunal or other court of competent jurisdiction to be void, invalid, or unenforceable in any situation in any jurisdiction, such holding shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the void, invalid or unenforceable term or provision in any other situation or in any other jurisdiction, and such term or provision shall be considered severed from this Agreement solely for such situation and solely in such jurisdiction, unless the void, invalid, or unenforceable term or provision is of such essential importance to this Agreement that it is to be reasonably assumed that the Parties would not have entered into this Agreement without the void, invalid, or unenforceable term or provision. If the final judgment of such court declares that any term or provision hereof is void, invalid, or unenforceable, the Parties agree to: (a) reduce the scope, duration, area, or applicability of the term or provision or to delete specific words or phrases to the minimum extent necessary to cause such term or provision as so reduced or amended to be enforceable; and (b) make a good-faith effort to replace any void, invalid, or unenforceable term or provision with a valid and enforceable term or provision such that the objectives contemplated by the Parties when entering this Agreement may be realized.

14.2. **Notices**. Any notice required or permitted to be given by this Agreement shall be in writing and in English and shall be: (a) delivered by hand or by overnight courier with tracking capabilities; or (b) mailed postage prepaid by first class, registered, or certified mail, in each case, addressed as set forth below unless changed by notice so given:

If to RAPT:

RAPT Therapeutics, Inc.
561 Eccles Ave.

South San Francisco, CA 94080
USA
Attn: General Counsel

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

Email: [***]

If to Jemincare:

Shanghai Jemincare Pharmaceutical Co., Ltd.
Lane 535, Huanqiao Road, Pudong, Shanghai, China
Attn: [***]
Email: [***]

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

Shanghai Jemincare Pharmaceutical Co., Ltd.
Lane 535, Huanqiao Road, Pudong, Shanghai, China
Attn: [***]
Email: [***]

Any such notice shall be deemed given on the date received, except any notice received after 5:30 p.m. (in the time zone of the receiving Party) on a Business Day or received on a non-Business Day shall be deemed to have been received on the next Business Day. A Party may add, delete, or change the Person or address to which notices should be sent at any time upon written notice delivered to the other Parties in accordance with this Section 14.2 (Notices).

14.3. **Force Majeure**. A Party shall not be liable for delay or failure in the performance of any of its obligations hereunder if such delay or failure is due to a cause beyond the reasonable control of such Party, including acts of any God, fires, earthquakes, change of laws or regulations or any orders issued by Governmental Authority, a material adverse change in the COVID-19 pandemic or a new pandemic after the Effective Date, acts of war, terrorism, or civil unrest, or hurricane or other inclement weather; *provided*, that the affected Party: (a) promptly notifies the other Party; and (b) shall use Commercially Reasonable Efforts to avoid or remove such causes of non-performance and to mitigate the effect of such occurrence, and shall continue performance in accordance with the terms of this Agreement whenever such causes are removed. When such circumstances arise, the Parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution.

14.4. **Assignment; Change of Control**.

14.4.1 Neither Party may assign its rights and obligations under this Agreement without the prior written consent of the other Party; provided that, subject to the provisions of this Section 14.4 (Assignment; Change of Control), (a) Jemincare may assign this Agreement, without such consent from RAPT, [***], to (i) its Affiliate, or (ii) in connection with a Change of Control to its Acquiring Entity or to an Asset Purchaser and (b) RAPT may assign this Agreement, without such consent from Jemincare, [***], to (i) its Affiliate, or (ii) in connection with a Change of Control to its Acquiring Entity or to an Asset Purchaser. The terms and conditions of this Agreement shall inure to the benefit of and be enforceable by, and shall be binding on and enforceable against, the permitted successors and

assignees of each Party. Any attempted assignment or delegation in violation of this Section 14.4.1 shall be void and of no effect.

14.4.2 The rights to information, materials and intellectual property that (a) were controlled by the Acquiring Entity of a Party and (b) were not Controlled by such Party or its Affiliates immediately prior to such assignment (other than as a result of a license or other grant of rights, covenant or assignment by such Party or its Affiliates to, or for the benefit of, such Acquiring Entity or its Affiliates), shall be automatically excluded from the rights licensed or granted to the other Party under this Agreement.

14.4.3 Each Party (or its successor) shall provide the other Party with written notice of its assignment of this Agreement or Change of Control within [***]. Following such assignment by Jemincare or Change of Control of Jemincare, Jemincare, its assignee, the applicable Affiliate or Acquiring Entity (as applicable) shall adopt reasonable procedures to prevent disclosure of Confidential Information of RAPT in violation of the terms of this Agreement. Following such assignment by RAPT or Change of Control of RAPT, RAPT, its assignee, the applicable Affiliate or Acquiring Entity shall adopt reasonable procedures to prevent disclosure of Confidential Information of Jemincare in violation of the terms of this Agreement.

14.4.4 If Jemincare undergoes a Change of Control transaction whereby Jemincare is acquired by its Acquiring Entity, then any intellectual property rights, data rights or information Controlled by such Acquiring Entity before or after the closing of such transaction (the "**Acquirer IP**") shall not be deemed to be Controlled by Jemincare and shall not be licensed to RAPT under this Agreement, except for any Acquirer IP that: (a) are generated prior to such Change of Control through the use or incorporation of Jemincare's or any of its Affiliates' material, Know-How, Patents or other intellectual property rights or through the Exploitation of Licensed Molecules or Licensed Products in each case under an agreement entered into by Jemincare or its Affiliates and such Acquiring Entity or its Affiliates; (b) are Controlled by Jemincare or any of its Affiliates prior to such Change of Control; (c) are used by or on behalf of Jemincare or any of its Affiliates in performing any of Jemincare's or its Affiliates' obligations under any Transaction Agreement; (d) are incorporated into any Licensed Molecule or Licensed Product; or (e) is or was generated through any use of, or access to, the Licensed IP.

14.5. **Waivers and Modifications**. The failure of any Party to insist on the performance of any obligation hereunder shall not be deemed to be a waiver of such obligation. Waiver of any breach of any provision hereof shall not be deemed to be a waiver of any other breach of such provision or any other provision on such occasion or any succeeding occasion. No waiver, modification, release, or amendment of any obligation under or provision of this Agreement shall be valid or effective unless in writing and signed by the Parties.

14.6. **Governing Law; Dispute Resolution; Jury Waiver**.

14.6.1 Governing Law. Except where the Bankruptcy Code is specifically referenced, this Agreement, including the agreements to arbitrate in Section 14.6.3 (Arbitration), shall be governed by, enforced, and construed in accordance with the laws of [***] without reference to any rules of conflict of laws and excluding the United Nations Convention on Contracts for the International Sales of Goods.

14.6.2 Referral to Senior Executives. The Parties recognize that disputes as to certain matters relating to this Agreement may from time to time arise during the Term of this Agreement. With respect to any dispute, including any dispute arising with respect to the interpretation, enforcement, termination or invalidity of this Agreement (each, a "**Dispute**") which cannot be resolved by good faith negotiations shall be referred, by written notice from either Party to the other, to the Executive Officers for resolution. The Executive Officers shall negotiate in good faith to resolve such Dispute through discussions promptly following such written notice. If the Executive Officers cannot resolve such Dispute within [***] of such written notice, or either Party concludes that the matter shall not be so resolved, then, the provisions of Section 14.6.3 (Arbitration) shall apply. If the Parties should resolve such Dispute pursuant to the procedures in this Section 14.6.2 (Referral to Senior Executives), a memorandum setting forth their agreement shall be prepared and signed by both Parties, if requested by either Party.

14.6.3 Arbitration. Any Dispute that is not resolved pursuant to Section 14.6.2 (Referral to Senior Executives) shall, upon written notice by either Party to the other Party, be submitted for resolution by final, binding arbitration in the manner described in this Section 14.6.3 (Arbitration).

(a) *Conduct of the Arbitration*. Any arbitration pursuant to this Section 14.6.3 (Arbitration) shall be administered by [***] ("**[***]**") (or any successor entity thereto) pursuant to the [***] Rules then in effect ("**Rules**"), except as modified by this Section 14.6.3 (Arbitration). The arbitration shall be conducted by a tribunal of three arbitrators. Within [***] after delivery of a notice from a Party referring such Dispute to arbitration, each Party shall nominate one arbitrator in accordance with the Rules. The two arbitrators so nominated shall nominate a third arbitrator to serve as chair of the arbitration tribunal, such nomination to be made within [***] after the selection of the second arbitrator. The arbitrators shall be neutral and independent of both Parties and all of their respective Affiliates, shall have significant experience and expertise in licensing and partnering agreements in the pharmaceutical and biotechnology industries, shall have appropriate experience with respect to the matter(s) to be arbitrated, and shall have some experience in mediating or arbitrating issues relating to such agreements. Without prejudice to any Party presenting evidence from an expert witness, the arbitrators may engage an expert with experience in the subject matter of the Dispute ("**Expert**") to advise the arbitrators regarding the merits of such Dispute.

(b) *Arbitration Proceedings*. The arbitrators shall determine what discovery shall be permitted, consistent with the goal of limiting the cost and time which the Parties must expend for discovery; *provided* that the arbitrators shall permit such discovery as it deems necessary to permit an equitable resolution of the Dispute. The arbitration proceedings and all pleadings, responses and evidence shall be in the English language. If so requested by the arbitrators, any evidence originally in a language other than English shall be submitted with a certified English translation accompanied by an original or true copy thereof.

(c) *Decision of the Arbitrator*. The Parties agree that any decision and/or award rendered by the arbitrators shall be the sole, exclusive and binding remedy between them regarding any Dispute presented to the arbitrator. Any decision and/or award of the arbitrator may be entered in any court of competent jurisdiction for judicial recognition of the decision and an order of enforcement. The arbitration proceedings and the decision of the arbitrator shall not be made public without the joint consent of the Parties and each Party shall maintain the confidentiality of such proceedings and decision unless each Party otherwise agrees in writing; *provided* that either Party may make such disclosures as are permitted for Confidential Information of the other Party under Article 10 (Confidentiality) above.

(d) *Location; Costs*. The seat of the arbitration shall be [***]. Unless otherwise mutually agreed upon by the Parties, the in-person portion (if any) of any proceeding under this Section 14.6.3 (Arbitration) above shall be conducted in [***]. The Parties agree that they shall share equally the arbitrator and [***] costs and fees of the proceedings under this Section 14.6.3(Arbitration), including the cost of the arbitration filing and hearing fees, the cost of the Expert retained by the arbitrator, the cost of the arbitrators and administrative fees of [***], if applicable. Each Party shall bear its own costs and attorneys' and witnesses' fees incurred in connection with any proceeding under this Section 14.6.3 (Arbitration); *provided* that, if the arbitrator determines appropriate, it may include in its award a requirement that the non-prevailing Party reimburse some or all of the costs and expenses, including reasonable attorneys' fees, of the prevailing Party.

(e) *Interim Relief*. Notwithstanding anything in this Section 14.6.3 (Arbitration) to the contrary, each Party shall have the right to apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other similar interim or conservatory relief, as necessary to protect the rights or property of such Party, pending the selection of the arbitrator or pending the arbitrator's determination of the merits of any Dispute. Nothing in the preceding sentence shall be interpreted as limiting the powers of the arbitrator with respect to any Dispute subject to arbitration under this Agreement (including the power to determine the arbitrability of any Dispute).

14.6.4 Jury Waiver. EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND THE TRANSACTIONS IT CONTEMPLATES AND AGREES TO ARBITRATE AS SET FORTH IN SECTION 14.6.3 (ARBITRATION). THIS WAIVER APPLIES TO ANY ACTION OR LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

14.7. **Relationship of the Parties**. Jemincare and RAPT are independent contractors under this Agreement. Nothing contained herein is intended or is to be construed so as to constitute either Party as a partner, agent, or joint venture of the other Party. No Party shall incur any debts or make any commitments for the other Party, except to the extent, if at all, specifically provided therein. Neither Jemincare nor RAPT, respectively, shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of Jemincare and RAPT, respectively, or to bind Jemincare and RAPT, respectively, to any contract, agreement, or undertaking with any Third Party.

14.8. **Fees and Expenses**. Except as otherwise specified in any Transaction Agreement, each Party shall bear its own costs and expenses (including investment banking and legal fees and expenses) incurred in connection with this Agreement and the transactions contemplated hereby.

14.9. **Third Party Beneficiaries**. There are no express or implied Third Party beneficiaries hereunder, the provisions of this Agreement are for the exclusive benefit of the Parties, and no other Person or entity shall have any right or claim against any Party by reason of these provisions or be entitled to enforce any of these provisions against any Party, except for the indemnification rights of the Jemincare Indemnitees pursuant to Section 12.1 (Indemnification by RAPT) and Section 12.3 (Procedure) and the RAPT Indemnitees pursuant to Section 12.2 (Indemnification by Jemincare) and Section 12.3 (Procedure).

14.10. **Entire Agreement**. The Transaction Agreements (including this Agreement together with the attached Exhibits and Schedules) contain the entire agreement by the Parties with respect to the subject matter hereof and supersede any prior express or implied agreements, understandings, and representations, either oral or written, which may have related to the subject matter hereof in any way, including any and all term sheets relating to the transactions contemplated by this Agreement and exchanged between the

Parties prior to the Effective Date. Any material breach by Jemincare or any of its Affiliates of any of its or their respective obligations under the Transaction Agreements other than this Agreement that materially adversely affects RAPT's rights hereunder, its ability to Exploit Licensed Molecules or Licensed Products in accordance with this Agreement or the value of the Licensed Molecules or Licensed Products, in each case, shall be deemed to be a material breach by Jemincare of this Agreement.

14.11. **Counterparts**. This Agreement may be executed in counterparts with the same effect as if both Parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one (1) and the same instrument. Any such counterpart, to the extent delivered by means of facsimile by pdf, .tif, .gif, .jpeg, or similar attachment to electronic mail (any such delivery, an "**Electronic Delivery**") shall be treated in all manners and respects as an original executed counterpart and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party hereto shall raise the use of Electronic Delivery to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of Electronic Delivery as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent that such defense relates to lack of authenticity.

14.12. **Equitable Relief; Cumulative Remedies**. Notwithstanding anything to the contrary herein, the Parties shall be entitled to seek equitable relief, including injunction and specific performance as a remedy for any breach of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement but shall be in addition to all other remedies available at law or in equity. The Parties further agree not to raise as a defense or objection to the request or granting of such relief that any breach of this Agreement is or would be compensable by an award of money damages. No remedy referred to in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Applicable Law.

14.13. **Interpretation**.

14.13.1 Generally. This Agreement has been diligently reviewed by and negotiated by and between the Parties, and in such negotiations each of the Parties have been represented by competent (in-house or external) counsel, and the final agreement contained herein, including the language whereby it has been expressed, represents the joint efforts of the Parties and their counsel. Accordingly, in interpreting this Agreement or any provision hereof, no presumption shall apply against any Party as being responsible for the wording or drafting of this Agreement or any such provision, and ambiguities, if any, in this Agreement and shall not be construed against any Party, irrespective of which Party may be deemed to have authored the ambiguous provision.

14.13.2 Definitions; Interpretation.

(a) The definitions of the terms herein shall apply equally to the singular and plural forms of the terms defined and, where a word or phrase is defined herein, each of its other grammatical forms shall have a corresponding meaning.

(b) Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

(c) The word "will" shall be construed to have the same meaning and effect as the word "shall."

(d) The words "including," "includes," "include," "for example," and "*e.g.*," and words of similar import, shall be deemed to be followed by the words "without limitation."

(e) The word "or" shall be interpreted to mean "and/or," unless the context requires otherwise (e.g., by the use of the word "either").

(f) The words "hereof," "herein," "hereto", "hereby", and "hereunder", and words of similar import, shall, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement.

(g) If a term is defined as one part of speech (such as a noun), it shall have a corresponding meaning when used as another part of speech (such as a verb).

(h) The word "extent" in the phrase "to the extent" shall mean the degree to which a subject or other thing extends and such phrase shall not mean simply "if".

(i) The word "expense" shall be construed to have the same meaning and effect as the word "cost".

(j) The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement.

(k) The phrase "non-refundable" shall not prohibit, limit or restrict either Party's right to obtain damages in connection with a breach of this Agreement.

(l) Unless the context requires otherwise or otherwise specifically provided: (i) all references herein to Articles, Sections, Schedules, or Exhibits shall be construed to refer to Articles, Sections, Schedules, and Exhibits of this Agreement; (ii) reference in any Section to any subclauses are references to such subclauses of such Section, and (iii) references to any agreement, instrument or other document in this Agreement refer to such agreement, instrument or other document as originally executed or, if subsequently amended, replaced or supplemented from time to time, as so amended, replaced or supplemented and in effect at the relevant time of reference thereto.

14.13.3 Subsequent Events. Unless the context requires otherwise: (a) any definition of or reference to any agreement, instrument, or other document herein shall be construed as referring to such agreement, instrument, or other document as from time to time amended, supplemented, or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein); (b) any reference to any Applicable Law herein shall be construed as referring to such Applicable Law as from time to time enacted, repealed, or amended; and (c) subject to Section 14.4 (Assignment), any reference herein to any Person shall be construed to include the Person's successors and assigns.

14.13.4 Headings. Headings, captions, and the table of contents are for convenience only and shall not be used in the interpretation or construction of this Agreement.

14.14. **Further Assurances**. Each Party shall execute, acknowledge, and deliver such further instruments, and do all such other ministerial, administrative, or similar acts, as may be reasonably necessary or appropriate in order to carry out the expressly stated purposes and the clear intent of this Agreement. In the event that a change in Applicable Law materially and adversely affects RAPT's ability

to enjoy its benefits, exercise its rights, or perform its obligations, in each case pursuant to this Agreement, the Parties will negotiate in good faith amendments to this Agreement (including any financial terms in this Agreement) such that the objectives contemplated by the Parties when entering this Agreement may be realized.

14.15. **Precedence**. Except as otherwise stated or if the context otherwise requires, in case of a conflict between the provisions of any Schedule and the provisions of the main body of this Agreement, the provisions of the main body of this Agreement shall prevail.

[*Signature Page Follows*]

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this LICENSE AGREEMENT to be executed by their respective duly authorized officers as of the Effective Date.

Shanghai Jemincare Pharmaceutical Co., Ltd.	**RAPT Therapeutics, Inc.**
By: /s/ Xiaoxiang Li	By: /s/ Brian Wong
Name: Xiaoxiang Li	Name: Brian Wong
Title: President	Title: President and CEO

[*Signature Page to License Agreement*]

List of Schedules

Schedule 1.28
Clinical Data Transfer Plan

[***]

Schedule 1.69
Existing Regulatory Materials

[***]

Schedule 1.108
JYB1904

[***]

Schedule 1.113
Licensed Know-How

[***]

Schedule 1.115
Licensed Patents

[***]

Schedule 1.189
Specifications

[***]

Schedule 2.1.3
[***]

[***]

Schedule 4.2
RAPT Development Plan

[***]

Schedule 5.1.1
Initial Clinical Supply Order Terms

[***]

Schedule 5.3.1(a)
Bioequivalency Data

[***]

Schedule 5.3.2
Manufacturing Technology Transfer Plan

[***]

Schedule 10.6
Press Release

[***]

Exhibit 10.2

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**") is dated as of December 23, 2024, by and among RAPT Therapeutics, Inc., a Delaware corporation (the "**Company**"), and each of the entities listed on Exhibit A attached to this Agreement (each, an "**Investor**" and together, the "**Investors**").

WHEREAS, the Company and the Investors are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated under the Securities Act;

WHEREAS, the Company desires to sell to the Investors, and each Investor desires to purchase from the Company, severally and not jointly, upon the terms and subject to the conditions stated in this Agreement, (A) shares (the "**Shares**") of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), and/or (B) pre-funded warrants to purchase shares of Common Stock, in the form attached hereto as Exhibit B (the "**Pre-Funded Warrants**", together with the Shares, the "**Securities**"); and

WHEREAS, contemporaneously with the sale of the Shares and the Pre-Funded Warrants, the parties hereto will execute and deliver a Registration Rights Agreement, in the form attached hereto as Exhibit C, pursuant to which the Company will agree to provide certain registration rights in respect of the Shares and the Pre-Funded Warrant Shares (as defined below) under the Securities Act and applicable state securities laws.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the Company and each Investor, severally and not jointly, agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"**Agreement**" has the meaning set forth in the recitals.

"**Amended and Restated Bylaws**" means the Bylaws of the Company, as currently in effect and as in effect on the Closing Date.

"**Amended and Restated Certificate of Incorporation**" means the Certificate of Incorporation of the Company, as currently in effect and as in effect on the Closing Date.

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

"**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Closing**" has the meaning set forth in Section 2.2.

"**Closing Date**" has the meaning set forth in Section 2.2.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Common Stock**" has the meaning set forth in the recitals.

"**Common Stock Equivalents**" means any securities of the Company that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"**Company**" has the meaning set forth in the recitals.

"**Company Trials**" has the meaning set forth in Section 3.20.

"**Confidential Data**" has the meaning set forth in Section 3.32.

"**Disclosure Document**" has the meaning set forth in Section 5.3.

"**Disqualification Event**" has the meaning set forth in Section 3.28.

"**Environmental Laws**" has the meaning set forth in Section 3.15.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"**FDA**" means the U.S. Food and Drug Administration.

"**Financial Statements**" has the meaning set forth in Section 3.8(b).

"**Fundamental Representations"** means the representations and warranties made by the Company in Sections 3.1 (Organization and Power), 3.2 (Capitalization), 3.4 (Authorization), 3.5 (Valid Issuance), 3.6 (No Conflict), 3.7 (Consents), 3.8 (SEC Filings; Financial Statements), 3.18 (Nasdaq Stock Market), 3.19 (Sarbanes-Oxley Act), 3.23 (Price Stabilization of Common Stock), 3.24 (Investment Company Act), 3.25 (General Solicitation; No Integration or Aggregation), 3.26 (Brokers and Finders), 3.27 (Reliance by the Investors), 3.28 (No Disqualification Events), 3.29 (Other Covered Persons) and 3.30 (No Additional Agreements).

"**GAAP**" has the meaning set forth in Section 3.8(b).

"**GDPR**" has the meaning set forth in Section 3.33.

"**Governmental Authorizations**" has the meaning set forth in Section 3.11.

"**Governmental Entity**" has the meaning set forth in Section 3.21.

"**Healthcare Laws**" has the meaning set forth in Section 3.21.

"**HIPAA**" has the meaning set forth in Section 3.21.

"**Indemnified Person"** has the meaning set forth in Section 5.9.

"**Intellectual Property**" has the meaning set forth in Section 3.12.

"**Investor**" and "**Investors**" have the meanings set forth in the recitals.

"**Investor Majority**" means, (i) prior to the Closing, the Investors committed to purchase at least a majority of the Securities (provided that such majority shall include each Lead Investor), and (ii) following the Closing, the Investors who hold at least a majority of the Securities (including any Pre-Funded Warrant Shares) still held by the Investors.

"**Issuer Covered Person**" has the meaning set forth in 3.28.

"**IT Systems**" has the meaning set forth in Section 3.32.

"**Lead Investor**" means each of (i) The Column Group IV, LP and (ii) TCG Crossover Fund II, LP.

"**Material Adverse Effect**" means any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) was, is, or would reasonably be expected to be, materially adverse to the business, financial condition, properties, assets, liabilities, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, or (b) materially delays or materially impairs the ability of the Company to comply, or prevents the Company from complying, with its obligations under this Agreement, the other Transaction Agreements, or with respect to the Closing, or would reasonably be expected to do so.

"**Nasdaq**" means the Nasdaq Stock Market LLC.

"**National Exchange**" means (i) on and prior to the Closing Date, the Nasdaq Global Market, and (ii) following the Closing Date, any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question, together with any successor thereto: the NYSE American, The New York Stock Exchange, the Nasdaq Global Market, the Nasdaq Global Select Market and the Nasdaq Capital Market.

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

"**Personal Data**" has the meaning set forth in Section 3.32.

"**Placement Agent**" means Leerink Partners LLC.

"**Pre-Funded Warrants**" has the meaning set forth in the recitals.

"**Pre-Funded Warrant Shares**" has the meaning set forth in Section 3.4.

"**Privacy Laws**" has the meaning set forth in Section 3.33.

"**Privacy Statement**" has the meaning set forth in Section 3.33.

"**Process**" or "**Processing**" has the meaning set forth in Section 3.33.

"**Registration Rights Agreement**" has the meaning set forth in Section 6.1(j).

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any Sanctions (at the time of this Agreement, the so-called Donetsk People's Republic, the so-called Luhansk People's Republic, the Crimea Region of Ukraine, Cuba, Iran, North Korea and Syria).

"**Sanctioned Person**" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons, (b) any Person operating, organized or resident in a Sanctioned Country, (c) any Person owned or controlled by any such Person or Persons described in the foregoing clauses (a) or (b), or (d) any Person otherwise the subject or target of any Sanctions.

"**Sanctions**" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State or (b) the United Nations Security Council, the European Union, any European Union member state, His Majesty's Treasury of the United Kingdom or other relevant sanctions authority.

"**SEC**" means the U.S. Securities and Exchange Commission.

"SEC Reports" means (a) the Company's most recently filed Annual Report on Form 10-K and (b) all Quarterly Reports on Form 10-Q or Current Reports on Form 8-K filed or furnished (as applicable) by the Company following the end of the most recent fiscal year for which an Annual Report on Form 10-K has been filed and prior to the execution of this Agreement, together in each case with any documents incorporated by reference therein or exhibits thereto.

"**Securities**" has the meaning set forth in the recitals.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

"**Shares**" has the meaning set forth in the recitals.

"**Short Sales**" include, without limitation, (a) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (b) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"**Transaction Agreements**" means this Agreement, the Pre-Funded Warrants, and the Registration Rights Agreement.

"**Transfer Agent**" means, with respect to the Common Stock, Equiniti Trust Company, LLC or such other financial institution that provides transfer agent services as the Company may engage from time to time.

2. Purchase and Sale of Securities.

2.1 Purchase and Sale. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Investors, severally and not jointly, agree to purchase, an aggregate of 100,000,000 Shares and Pre-Funded Warrants to purchase up to 76,452,000 shares of Common Stock for an aggregate gross purchase price of approximately $150,000,000, with the number and type of Securities issuable to each Investor and aggregate purchase price for each Investor set forth opposite the Investor's name on Exhibit A. The price per Share is $0.85. The price per Pre-Funded Warrant is $0.8499.

2.2 Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 6 of this Agreement, the closing of the purchase and sale of the Securities (the "**Closing**" and the date on which the Closing occurs, the "**Closing Date**") shall occur remotely via the exchange of documents and signatures at such time as agreed to by the Company and the Investor Majority but (i) in no event earlier than the first Business Day after the date of this Agreement and (ii) in no event later than the fifth Business Day after the date of this Agreement. At the Closing, (a) the Shares shall be issued and registered in the name of the Investor, or in such nominee name(s) as designated by such Investor, representing the number of Shares to be purchased by the Investor at such Closing as set forth in Exhibit A and, if applicable, (b) the Company shall deliver to the Investor (or such Investor's designated custodian per its delivery instructions), or in such nominee name(s) as designated by such Investor, a Pre-Funded Warrant exercisable for a number of shares of Common Stock as set forth in Exhibit A with respect to such Investor, in each case against payment to the Company of the purchase price therefor in full, by wire transfer to the Company of immediately available funds, at or prior to the Closing, in accordance with wire instructions provided by the Company to the Investors no less than one Business Day prior to the Closing. On the Closing Date, the Company will cause the Transfer Agent to issue the Shares in book-entry form, free and clear of all restrictive and other legends (except as expressly provided in Section

4.10) and the Company shall provide evidence of such issuance from the Company's Transfer Agent as soon as reasonably practical following the Closing Date to each Investor. In the event that the Closing has not occurred within one Business Day after the expected Closing Date, unless otherwise agreed by the Company and such Investor, the Company shall promptly (but no later than one Business Day thereafter) return the previously wired amounts to each respective Investor by wire transfer of United States dollars in immediately available funds to the account specified by each Investor, and any book entries for the Securities shall be deemed cancelled; provided that, unless this Agreement has been terminated pursuant to Section 7, such return of funds shall not terminate this Agreement or relieve such Investor of its obligation to purchase, or the Company of its obligation to issue and sell, the Securities at the Closing.

3. Representations and Warranties of the Company. Except as set forth in the SEC Reports (other than as to the Fundamental Representations, which are not so qualified), the Company hereby represents and warrants to each of the Investors and the Placement Agent that the statements contained in this Section 3 are true and correct as of the date of this Agreement and as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date).

3.1 Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and described in the SEC Reports and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such power and authority or to so qualify would not reasonably be expected to have a Material Adverse Effect. Each of the Company's subsidiaries is (i) duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite power and authority to carry on its business as now conducted and to own or lease its properties and (ii) qualified to do business as a foreign corporation and in good standing in each jurisdiction in which such qualification is required, except in each case as would not reasonably be expected to have a Material Adverse Effect. The Company has no direct or indirect subsidiaries.

3.2 Capitalization. The Company's disclosure of its authorized, issued and outstanding capital stock in the SEC Reports containing such disclosure was accurate in all material respects as of the date indicated in such SEC Reports. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of any preemptive or other similar rights of any securityholder of the Company which have not been waived, and such shares were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties.

3.3 Registration Rights. Except as set forth in the Transaction Agreements or as disclosed in the SEC Reports, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

3.4 Authorization. The Company has all requisite corporate power and authority to enter into the Transaction Agreements and to carry out and perform its obligations under the terms of the Transaction Agreements, including the issuance and sale of the Securities and the issuance of the shares of Common Stock issuable upon exercise of the Pre-Funded Warrants (the "**Pre-Funded Warrant Shares**"). All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of the Shares and the Pre-Funded Warrant Shares, the authorization, execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated herein, including the issuance and sale of the Securities and the Pre-Funded Warrant Shares, has been taken. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by each Investor and that this Agreement constitutes the legal, valid and binding agreement of each Investor, this Agreement and each of the Pre-Funded Warrants constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon its execution by the Company and the other parties thereto and assuming that it constitutes legal, valid and binding agreements of the other parties thereto, the Registration Rights Agreement will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Any member of the Board of Directors who is an Investor or an Affiliate of an Investor recused themselves from all votes of the Board of Directors (or any committee of the Board of Directors) pricing and approving the transactions contemplated by the Transaction Agreements.

3.5 Valid Issuance. The Shares being purchased by the Investors hereunder have been duly and validly authorized and, upon issuance pursuant to the terms of this Agreement against full payment therefor in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than those as provided in the Transaction Agreements or restrictions on transfer under applicable state and federal securities laws), and the holder of the Shares shall be entitled to all rights accorded to a holder of Common Stock. The Pre-Funded Warrant Shares have been duly and validly authorized and reserved for issuance and, upon issuance pursuant to the terms of the Pre-Funded Warrants against full payment therefor in accordance with the terms of the Pre-Funded Warrants, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than those as provided in the Transaction Agreements or restrictions on transfer under applicable state and federal securities laws), and the holder of the Pre-Funded Warrant Shares shall be entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties made by the Investors in Section 4, the offer and sale of the Securities to the Investors is and will be in compliance with applicable exemptions from (i) the registration and prospectus delivery requirements of the Securities Act and (ii) the registration and qualification requirements of applicable securities laws of the states of the United States.

3.6 No Conflict. The execution, delivery and performance of the Transaction Agreements by the Company, the issuance and sale of the Securities and the consummation of the other transactions contemplated by the Transaction Agreements will not (i) violate any provision of the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company, (ii) conflict with or result in a violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations, applicable to the Company or any of its subsidiaries or their respective properties or assets, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any of its subsidiaries is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, or by which any property or asset of the Company or any of its subsidiaries is bound or affected, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.7 Consents. Assuming the accuracy of the representations and warranties of the Investors, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the authorization, execution or delivery by the Company of the Transaction Agreements, the issuance and sale of the Securities and the performance by the Company of its other obligations under the Transaction Agreements, except such as (a) have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to the National Exchange for the issuance and sale of the Shares or the Pre-Funded Warrant Shares and the listing of the Shares or the Pre-Funded Warrant Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) customary post-closing filings with the SEC or pursuant to state securities laws in connection with the offer and sale of the Shares or the Pre-Funded Warrant Shares by the Company in the manner contemplated herein, which will be filed on a timely basis, (d) the filing of the registration statement required to be filed by the Registration Rights Agreement, or (e) such that the failure of which to obtain would not reasonably be expected to have a Material Adverse Effect. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain prior to the Closing pursuant to the preceding sentence have been obtained or made or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to the Closing.

3.8 SEC Filings; Financial Statements.

(a) The Company has filed all forms, statements, certifications, reports and documents required to be filed by it with the SEC under Section 13, 14(a) and 15(d) of the Exchange Act for the one year preceding the date of this Agreement and is in compliance with General Instruction I.A.3 of Form S-3. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the filed SEC Reports complied in all material respects with the applicable requirements of the Exchange Act, and, as of the time they were filed, none of the filed SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which

they were made, not misleading. There are no outstanding or unresolved comments from the SEC staff with respect to the SEC Reports. To the Company's knowledge, none of the SEC Reports are the subject of an ongoing SEC review.

(b) The financial statements of the Company included in the SEC Reports (collectively, the "**Financial Statements**") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and fairly present in all material respects the consolidated financial position of the Company as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, all in accordance with United States generally accepted accounting principles ("**GAAP**") (except as otherwise noted therein, and in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis throughout the periods therein specified (unless otherwise noted therein). Except as set forth in the Financial Statements filed prior to the date of this Agreement, the Company has not incurred any liabilities, contingent or otherwise, except (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements or (ii) liabilities not required under GAAP to be reflected in the Financial Statements, in either case, none of which, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

3.9 Absence of Changes. Since December 31, 2023, (a) the Company has conducted its business only in the ordinary course of business and there have been no material transactions entered into by the Company (except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto) that have not been disclosed in the SEC Reports, other than as will be disclosed prior to the Closing Date pursuant to Section 5.3 of this Agreement; (b) no material change to any material contract or arrangement by which the Company is bound or to which any of its assets or properties is subject has been entered into that has not been disclosed in the SEC Reports; and (c) there has not been any other event or condition of any character that has had or would reasonably be expected to have a Material Adverse Effect; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute, and that none of the following will be taken into account in determining whether there has been or will be, a Material Adverse Effect under this Section 3.9:

(i) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Company conducts business, provided that the Company is not disproportionately affected thereby;

(ii) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, provided that the Company is not disproportionately affected thereby;

(iii) any change that generally affects industries in which the Company and its subsidiaries conduct business, provided that the Company is not disproportionately affected thereby;

(iv) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, fires or other natural disasters, weather conditions, global pandemics, epidemics or similar health emergency, and other force majeure events in the United States or any other location, provided that the Company is not disproportionately affected thereby;

(v) national or international political or social conditions (or changes in such conditions), whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, provided that the Company is not disproportionately affected thereby;

(vi) material changes in laws after the date of this Agreement; and

(vii) in and of itself, any material failure by the Company to meet any published or internally prepared estimates of revenues, expenses, earnings or other economic performance for any period ending on or after the date of this Agreement (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect to the extent that such facts and circumstances are not otherwise described in clauses (i)-(v) of this definition).

3.10 Absence of Litigation. There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company or any of its subsidiaries that have had or would reasonably be expected to have a Material Adverse Effect.

3.11 Compliance with Law; Permits. Neither the Company nor any of its subsidiaries is in violation of, or has received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any governmental body, court or government agency or instrumentality, except for violations which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have all required licenses, permits, certificates and other authorizations (collectively, "**Governmental Authorizations**") from such federal, state or local government or governmental agency, department or body that are currently necessary for the operation of the business of the Company and its subsidiaries as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. Neither the Company nor any subsidiary has received any written (or, to the Company's knowledge, oral) notice regarding any revocation or material modification of any such Governmental Authorization, which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, has or would reasonably be expected to result in a Material Adverse Effect.

3.12 Intellectual Property. Except as described in the SEC Reports or would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (i) the Company and its subsidiaries own, possess or can promptly obtain on commercially reasonable terms a valid and enforceable license to use, all patents, patent rights, licenses, inventions,

copyrights, technology, software, databases, know how (including any trade secrets and any other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names, trade dress, domain names and other source identifiers, and any other similar intellectual property or proprietary rights in any jurisdiction throughout the world (including any and all issuances and registrations and applications for issuance or registration of, and all goodwill associated with, any of the foregoing, as applicable) (collectively, "**Intellectual Property**") used or held for use in, or otherwise necessary to, the conduct of the business as now operated by them and as proposed to be operated in the SEC Reports; (ii) to the knowledge of the Company, the Company's and its subsidiaries' conduct of their business does not infringe, misappropriate or otherwise violate, and has not infringed, misappropriated or otherwise violated, asserted rights of any others with respect to any Intellectual Property (it being understood that the foregoing representation and warranty is made without giving effect to any exemption under applicable law to which the Company may be entitled (e.g., 35 U.S.C. Section 271(e)(1))); (iii) neither the Company nor any of its subsidiaries has received any notice or is otherwise aware of, (A) any pending or threatened action, suit, proceeding or claim by any third party against the Company or any of its subsidiaries (x) alleging that the Company or any of its subsidiaries has infringed, misappropriated or otherwise violated any Intellectual Property, (y) challenging the ownership, validity, enforceability or scope of any Intellectual Property owned by or licensed to the Company or any of its subsidiaries or (z) challenging the Company's or any of its subsidiaries' rights in or to any of the Intellectual Property or (B) any facts that would form a reasonable basis for any such action, suit, proceeding or claim; (iv) to the knowledge of the Company, the Intellectual Property of the Company and its subsidiaries has not been infringed, misappropriated or otherwise violated by any third party; (v) all Intellectual Property owned by the Company or any of its subsidiaries is owned solely and exclusively by the Company or such subsidiaries and the Company and its subsidiaries own such Intellectual Property and hold all of their rights under all Intellectual Property licensed to them, in each case, free and clear of all liens, encumbrances, defects or other restrictions; and (vi) the Company and its subsidiaries have taken reasonable steps in accordance with normal industry standards and practices to maintain the confidentiality of all Intellectual Property of the Company and its subsidiaries the value of which to the Company or any of its subsidiaries is contingent upon maintaining the confidentiality thereof and, to the knowledge of the Company, no such Intellectual Property has been disclosed other than to employees, representatives and agents of the Company or any of its subsidiaries, all of whom are bound by written and enforceable confidentiality agreements.

3.13 Employee Benefits. Except as would not be reasonably likely to result in a Material Adverse Effect, each employee benefit plan, within the meaning of Section 3(3) of ERISA, that is maintained, administered or contributed to by the Company or any of its affiliates for employees or former employees of the Company and any of its subsidiaries has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred which would result in a liability to the Company with respect to any such plan excluding transactions effected pursuant to a statutory or administrative exemption; and for each such plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, no "accumulated funding deficiency" as defined in Section 412 of the Code has been incurred, whether or not waived, and the fair market value of the assets of each such plan (excluding for these purposes accrued but

unpaid contributions) exceeds the present value of all benefits accrued under such plan determined using reasonable actuarial assumptions.

3.14 Taxes. The Company and its subsidiaries have filed all tax returns required to have been filed by them under applicable law (or extensions have been duly obtained) and have paid all taxes required to have been paid by them under applicable law, except for those which are being contested in good faith, and except where failure to file such tax returns or pay such taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No assessment in connection with U.S. federal income tax returns has been made against the Company. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to have a Material Adverse Effect. No audits, examinations, or other proceedings with respect to any material amounts of Taxes of the Company and its subsidiaries are presently in progress or have been asserted or proposed in writing without subsequently being paid, settled or withdrawn. There are no tax liens on any of the assets of the Company. At all times since inception, the Company has been and continues to be classified as a corporation for U.S. federal income tax purposes. Neither the Company nor any of its subsidiaries has been a United States real property holding corporation within the meaning of Code Section 897(c)-2 during the period specified in Code Section 897(c)(1)(A)(ii).

3.15 Environmental Laws. The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct their business and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.16 Title. Each of the Company and its subsidiaries has good and marketable title to all personal property owned by it that is material to the business of the Company, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its subsidiaries, as the case may be. Any real property and buildings held under lease by the Company or its subsidiaries is held under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or its subsidiaries, as the case may be. The Company does not own any real property.

3.17 Insurance. The Company carries or is entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is adequate for the conduct of its business and the value of its real and personal properties (owned or leased) and tangible assets, and each of such insurance policies is in full force and effect and

the Company is in compliance in all material respects with the terms of such insurance policies. Other than customary end-of-policy notifications from insurance carriers, since January 1, 2024, the Company has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any material insurance policy or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy.

3.18 Nasdaq Stock Market. The issued and outstanding shares of Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Global Market. The Company is in compliance with all listing requirements of Nasdaq applicable to the Company. As of the date of this Agreement, there is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by Nasdaq or the SEC, respectively, to prohibit or terminate the listing of the Common Stock on the Nasdaq Global Market or to deregister the Common Stock under the Exchange Act. The Company has taken no action as of the date of this Agreement that is designed to terminate the registration of the Common Stock under the Exchange Act.

3.19 Sarbanes-Oxley Act. The Company is, and since January 1, 2024 has been, in compliance in all material respects with all applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder.

3.20 Clinical Data and Regulatory Compliance. All clinical and preclinical studies and trials conducted by or on behalf of the Company, including any such studies and trials that are described in or referred to in the SEC Reports (the "**Company Trials**") were and, if still pending, are being conducted in all material respects in accordance with standard medical and scientific research standards and procedures; current Good Clinical Practices and Good Laboratory Practices; and all applicable laws, rules, and regulations of any applicable regulatory authority, including without limitation the Federal Food, Drug, and Cosmetic Act and the regulations set forth at 21 C.F.R. Parts 50, 54, 56, 58 and 312. The descriptions of the results of the Company Trials contained in the SEC Reports are accurate and complete in all material respects and fairly present the data derived therefrom. The Company has no knowledge of any other tests the results of which are inconsistent with or otherwise call into question the results described or referred to in the SEC Reports. The Company has not received any written notices or other correspondence from any regulatory authority requiring the termination, suspension or material modification of any preclinical studies or clinical trials.

3.21 Compliance with Healthcare Laws. The Company has operated at all times and is currently in compliance in all material respects with all applicable statutes, rules and regulations of the FDA and applicable foreign regulatory authorities, including the European Medicines Agency and the UK Medicines and Healthcare products Regulatory Agency, including, without limitation, (A) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. §§ 301 et seq.) and the regulations promulgated thereunder; (B) all healthcare related fraud and abuse laws, including, without limitation, the federal Anti-kickback Statute (42 U.S.C. § 1320a-7b(b)); the civil False Claims Act (31 U.S.C. §§ 3729 et seq.); the criminal False Claims Law (42 U.S.C. §1320a-7b(a)); the civil monetary penalties law (42 U.S.C. § 1320a-7a); the exclusion law (42 U.S.C. § 1320a-7); the Physician Payments Sunshine Act (42 U.S.C. § 1320a-7h); all criminal laws relating to healthcare fraud and abuse, including, but not limited to 18 U.S.C. Sections 286, 287 and 1349; the healthcare fraud criminal provisions under the U.S. Health Insurance Portability and

Accountability Act of 1996 ("**HIPAA**") (42 U.S.C. §§ 1320d et seq.), the Medicare statute (Title XVIII of the Social Security Act) and the Medicaid statute (Title XIX of the Social Security Act); (C) the patient privacy, data security and breach notification provisions under HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (42 U.S.C. §§ 17921 et seq.); and (D) licensure, quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies (collectively, as amended, the "**Healthcare Laws**"). The Company is not a party to and does not have any ongoing reporting obligations pursuant to any corporate integrity agreement, deferred prosecution agreement, monitoring agreement, consent decree, settlement order, plan of correction or similar agreement with or imposed by any law, statute, rule, regulation, judgment, order, writ or decree of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a "**Governmental Entity**"). Additionally, neither the Company, nor any of its employees, officers, directors or agents, is or has been excluded, suspended, debarred or is otherwise ineligible from participation in any U.S. state or federal healthcare program or human clinical research, or is subject to a governmental inquiry, investigation, proceeding or other similar action that could reasonably be expected to result in such exclusion, suspension or debarment. Except as described in the SEC Reports, the Company (x) has not received any Form 483, notice of adverse finding, warning letter, untitled letter or other written correspondence, or any other notice from any Governmental Entity alleging or asserting noncompliance with any Healthcare Laws or the terms of any Governmental Authorizations; (y) has not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation or arbitration from any Governmental Entity or third party alleging that any product operation or activity is in violation of any Healthcare Laws or Governmental Authorizations and (z) has no knowledge that any such Governmental Entity or third party is considering any such claim, action, suit, proceeding, hearing, enforcement, investigation or arbitration. The Company has filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments required by any Healthcare Laws or Governmental Authorizations; all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and correct and not misleading on the date filed; and the Company is not aware of any reasonable basis for any material liability with respect thereto. The Company and the Company's officers, employees and agents have not made any untrue statement of material fact or fraudulent statement to any Governmental Entity or failed to disclose a material fact required to be disclosed to any Governmental Entity.

3.22 Accounting Controls and Disclosure Controls and Procedures. The Company maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that the Company maintains records that in reasonable detail accurately and fairly reflect the Company's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Board of Directors and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements. Except as disclosed in the Company's SEC Reports

filed prior to the date of this Agreement, the Company has not identified any material weaknesses in the design or operation of the Company's internal control over financial reporting. The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to provide reasonable assurance that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure.

3.23 Price Stabilization of Common Stock. The Company has not taken, nor will it take, directly or indirectly, any action designed to stabilize or manipulate the price of the Common Stock to facilitate the sale or resale of the Shares or the Pre-Funded Warrant Shares.

3.24 Investment Company Act. The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended.

3.25 General Solicitation; No Integration or Aggregation. Neither the Company nor any other person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of Securities pursuant to this Agreement. The Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (i) integrated with the Securities sold pursuant to this Agreement for purposes of the Securities Act or (ii) aggregated with prior offerings by the Company for the purposes of the rules and regulations of the Nasdaq Global Market. Assuming the accuracy of the representations and warranties of the Investors set forth in Section 4, neither the Company nor any of its Affiliates, its subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) and/or Rule 506 of Regulation D promulgated thereunder for the exemption from registration for the transactions contemplated hereby.

3.26 Brokers and Finders. Other than the Placement Agent, neither the Company nor any other Person authorized by the Company to act on its behalf has retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

3.27 Reliance by the Investors. The Company has a reasonable basis for making each of the representations set forth in this Section 3. The Company acknowledges that each of the Investors will rely upon the truth and accuracy of, and the Company's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein.

3.28 No Disqualification Events. Neither the Company nor any of its (i) predecessors, (ii) Affiliates, (iii) directors, (iv) executive officers, (v) non-executive officers

participating in the placement contemplated by this Agreement, (vi) beneficial owners of 20% or more of its outstanding voting equity securities (calculated on the basis of voting power), (vii) promoters or (viii) investment managers (including any of such investment managers' directors, executive officers or officers participating in the placement contemplated by this Agreement) or general partners or managing members of such investment managers (including any of such general partners' or managing members' directors, executive officers or officers participating in the placement contemplated by this Agreement) (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to the disqualification provisions of Rule 506(d)(1)(i-viii) of Regulation D under the Securities Act (a "**Disqualification Event**"). The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Investors a copy of any disclosures provided thereunder.

3.29 Other Covered Persons. Other than the Placement Agent, the Company is not aware of any person (other than any Issuer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Securities.

3.30 No Additional Agreements. There are no agreements or understandings between the Company and any Investor with respect to the transactions contemplated by the Transaction Agreements other than (i) as specified in the Transaction Agreements and (ii) any side letter agreements with any of the Investors, which side letters the Company has shared with all Investors.

3.31 Anti-Bribery and Anti-Money Laundering Laws. Each of the Company, its subsidiaries and, to the knowledge of the Company, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and its participation in the offering will not violate: (A) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (B) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 US. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

3.32 Cybersecurity. The Company and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its subsidiaries as currently conducted, and, to the knowledge of the Company, are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company and

its subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data ("**Confidential Data**") used or maintained in connection with their businesses and Personal Data (defined below), and the integrity, continuous operation, redundancy and security of their IT Systems and, such controls are materially consistent with applicable requirements under applicable Privacy Laws and industry standards that are binding on the Company and/or its subsidiaries. "**Personal Data**" means the following data used by the Company and its subsidiaries in connection with their businesses and in their possession or control: (i) information that identifies or may reasonably be used to identify an individual; (ii) any information that is protected as "protected health information" under HIPAA; and (iii) any information that is protected as "personal data," "personal information" (or similar term) under the Privacy Laws. To the knowledge of the Company, in the past three years there has been no security breach, outage, unauthorized uses of or access to or other compromise of or relating to any of the Company's or any subsidiary's IT Systems, Confidential Data, or Personal Data that would require notification under Privacy Laws (as defined below).

3.33 Compliance with Data Privacy Laws. The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state, federal and foreign data privacy and security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively "**Process**" or "**Processing**") of Personal Data, including without limitation, to the extent applicable to the Company, HIPAA, the EU General Data Protection Regulation ("**GDPR**") (Regulation (EU) No. 2016/679), all other local, state, federal, national, supranational and foreign laws relating to the regulation of the Company or its subsidiaries, and the regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof (collectively, the "**Privacy Laws**"). To ensure material compliance with the Privacy Laws, the Company and its subsidiaries have in place, comply with, and take reasonable steps designed to ensure compliance in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data and Confidential Data (the "**Privacy Statements**"). The Company and its subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect, to the extent required by applicable Privacy Laws, at all times since inception provided adequate notice of their Privacy Statements then in effect to their customers, employees, third party vendors and representatives. None of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws.

3.34 Sanctions. Neither the Company nor any subsidiary nor, to the Company's knowledge, any director, officer, agent, employee, Affiliate or Person acting on behalf of the Company or any subsidiary is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department; and the Company will not directly or indirectly use the proceeds of the sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person or entity, for the purpose of financing or facilitating any activities, business or transaction with any Sanctioned Person or in any Sanctioned Country or in any manner that would result in the violation of any Sanctions applicable to any party hereto.

3.35 No Undisclosed Relationship. No relationship, direct or indirect, exists between or among the Company, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, on the other hand, that is required to be described in the SEC Reports that is not so described.

4. Representations and Warranties of Each Investor. Each Investor, severally for itself and not jointly with any other Investor, represents and warrants to the Company and the Placement Agent that the statements contained in this Section 4 are true and correct as of the date of this Agreement and the Closing Date:

4.1 Organization. The Investor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

4.2 Authorization. The Investor has all requisite corporate or similar power and authority to enter into this Agreement and the other Transaction Agreements to which it will be a party and to carry out and perform its obligations hereunder and thereunder. All corporate, member or partnership action on the part of such Investor or its stockholders, members or partners necessary for the authorization, execution, delivery and performance of this Agreement and the other Transaction Agreements to which it will be a party and the consummation of the other transactions contemplated in this Agreement has been taken. The execution, delivery and performance by such Investor of the Transaction Agreements to which such Investor is a party has been duly authorized and each has been duly executed. Assuming this Agreement constitutes the legal and binding agreement of the Company, this Agreement constitutes a legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its respective terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and/or similar laws relating to or affecting the rights of creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Conflicts. The execution, delivery and performance of the Transaction Agreements by the Investor, the purchase of the Securities in accordance with their terms and the consummation by the Investor of the other transactions contemplated hereby will not conflict with or result in any violation of, breach or default by such Investor (with or without notice or lapse of time, or both) under, conflict with, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a material benefit under (i) any provision of the organizational documents of the Investor, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable or (ii) any agreement or instrument, undertaking, credit facility, franchise, license, judgment, order, ruling, statute, law, ordinance, rule or regulations, applicable to such Investor or its respective properties or assets, except, in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of the Investor to perform its obligations under the Transaction Agreements.

4.4 Residency. The Investor's residence (if an individual) or offices in which its investment decision with respect to the Securities was made (if an entity) are located at the

address immediately below the Investor's name on Exhibit A, except as otherwise communicated by the Investor to the Company.

4.5 Brokers and Finders. The Investor has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.6 Investment Representations and Warranties. The Investor hereby represents and warrants that, it (i) as of the date of this Agreement is, if an entity, a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an institutional "accredited investor" as that term is defined in Rule 501(a) under Regulation D promulgated pursuant to the Securities Act; or (ii) if an individual, is an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act and has such knowledge and experience in financial and business matters as to be able to protect its own interests in connection with an investment in the Securities. The Investor further represents and warrants that (x) it is capable of evaluating the merits and risk of such investment, and (y) that it has not been organized for the purpose of acquiring the Securities and is an "institutional account" as defined by FINRA Rule 4512(c). The Investor understands and agrees that the offering and sale of the Securities has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Investor's representations as expressed herein.

4.7 Intent. The Investor is purchasing the Securities solely for the Investor's own account and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to the Investor's right at all times to sell or otherwise dispose of all or any part of such Securities in compliance with applicable federal and state securities laws. Notwithstanding the foregoing, if the Investor is purchasing the Securities as a fiduciary or agent for one or more investor accounts, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. The Investor has no present arrangement to sell the Securities to or through any person or entity. The Investor understands that the Securities must be held indefinitely unless such Securities are resold pursuant to a registration statement under the Securities Act or an exemption from registration is available. Nothing contained herein shall be deemed a representation or warranty by the Investor to hold the Securities for any period of time.

4.8 Investment Experience; Ability to Protect Its Own Interests and Bear Economic Risks. The Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Securities and has knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement and contemplated hereby, and the Investor has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that the Investor (i) is a sophisticated investor, experienced in investing in private

placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (ii) has exercised independent judgment in evaluating its participation in the purchase of the Securities. The Investor acknowledges that the Investor is aware that there are substantial risks incident to the purchase and ownership of the Securities, including those set forth in the Company's filings with the SEC. Alone, or together with its own professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Securities and determined that the Securities are a suitable investment for the Investor. The Investor is, at this time and in the foreseeable future, able to afford the loss of the Investor's entire investment in the Securities and the Investor acknowledges specifically that a possibility of total loss exists.

4.9 Independent Investment Decision. The Investor understands that nothing in the Transaction Agreements or any other materials presented by or on behalf of the Company to the Investor in connection with the purchase of the Securities constitutes legal, tax or investment advice. The Investor has consulted such legal, tax and investment advisors as it, in such Investor's sole discretion, has deemed necessary or appropriate in connection with its purchase of the Securities.

4.10 Securities Not Registered; Legends. The Investor acknowledges and agrees that the Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act, and the Investor understands that the Securities have not been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Securities must continue to be held and may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each case in accordance with any applicable securities laws of any state of the United States. The Investor understands that the exemptions from registration afforded by Rule 144 (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions including, but not limited to, the time and manner of sale, the holding period and on requirements relating to the Company which are outside of the Investor's control and which the Company may not be able to satisfy, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. The Investor acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Securities. The Investor acknowledges that no federal or state agency has passed upon or endorsed the merits of the offering of the Securities or made any findings or determination as to the fairness of this investment.

The Investor understands that any certificates or book entry notations evidencing the Securities may bear one or more legends in substantially the following form and substance:

> "[NEITHER] THIS SECURITY [NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE] HAS [NOT] BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THIS SECURITY [AND THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAVE] [HAS] BEEN ACQUIRED FOR INVESTMENT AND MAY

NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR (IV) THE SECURITIES ARE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE (WHICH FOR THE AVOIDANCE OF DOUBT SHALL REQUIRE NEITHER CONSENT NOR THE DELIVERY OF AN OPINION)."

In addition, the Securities may contain a legend regarding affiliate status of the Investor, if applicable.

4.11 No General Solicitation. The Investor acknowledges and agrees that the Investor is purchasing the Securities directly from the Company. Investor became aware of this offering of the Securities solely by means of direct contact from the Placement Agent or directly from the Company as a result of a pre-existing, substantive relationship with the Company or the Placement Agent, and/or their respective advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons. The Securities were offered to Investor solely by direct contact between Investor and the Company, the Placement Agent and/or their respective representatives. Investor did not become aware of this offering of the Securities, nor were the Securities offered to Investor, by any other means, and none of the Company, the Placement Agent and/or their respective representatives acted as investment advisor, broker or dealer to Investor. The Investor is not purchasing the Securities as a result of any general or public solicitation or general advertising, or publicly disseminated advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented at any seminar or any other general solicitation or general advertisement, including any of the methods described in Section 502(c) of Regulation D under the Securities Act.

4.12 Access to Information. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company regarding the Company, its business and the terms and conditions of the offering of the Securities as the Investor and the Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Securities and that the Investor has independently made its own analysis and decision to invest in the Company. Neither such inquiries nor any other due diligence investigation conducted by the Investor shall modify, limit or otherwise affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement.

4.13 Certain Trading Activities. Other than consummating the transaction contemplated hereby, the Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with the Investor, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the

time that the Investor was first contacted by the Company or any other Person regarding the transaction contemplated hereby and ending immediately prior to the date of this Agreement. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of such Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of such Investor's assets, the representation set forth above shall only apply with respect to the portion of the assets managed by the portfolio manager that made the investment decision to purchase the Securities covered by this Agreement. Other than to other Persons party to this Agreement and to its advisors and agents who had a need to know such information, the Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

4.14 Disqualification Event. To the extent the Investor is one of the covered persons identified in Rule 506(d)(1), the Investor represents that no Disqualification Event is applicable to the Investor or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. The Investor hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Investor or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section 4.14, "**Rule 506(d) Related Party**" means a person or entity that is a beneficial owner of the Investor's securities for purposes of Rule 506(d) of the Securities Act.

5. Covenants.

5.1 Further Assurances. Prior to Closing, each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions of this Agreement and compliance with applicable law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms of this Agreement. The Investor acknowledges that the Company and the Placement Agent will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, the Investor agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 4 of this Agreement are no longer accurate and the Company agrees to promptly notify each Investor if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 3 of this Agreement are no longer accurate.

5.2 Listing. The Company shall use commercially reasonable efforts to maintain the listing and trading of its Common Stock on the Nasdaq Global Market and, in accordance therewith, will use reasonable best efforts to comply in all material respects with the Company's reporting, filing and other obligations under the rules and regulations of Nasdaq.

5.3 Disclosure of Transactions. The Company shall, by 9:00 a.m., New York City time, on the first Business Day immediately following the date of this Agreement, file with the SEC a Current Report on Form 8-K (including all exhibits thereto, the "**Disclosure Document**") disclosing (i) all material terms of the transactions contemplated hereby and by the other Transaction Agreements and attaching the form of this Agreement and the other Transaction Agreements as exhibits to such Disclosure Document, and (ii) all material non-public information concerning the Company disclosed to the Investors. Following the filing of the Disclosure Document, no Investor shall be in possession of any material non-public information concerning the Company disclosed to the Investors by the Company or its representatives. The Company understands and confirms that the Investors will rely on the foregoing representation in effecting securities transactions. Notwithstanding anything in this Agreement to the contrary, the Company shall not publicly disclose the name of any Investor or any of its affiliates or advisers, or include the name of any Investor or any of its affiliates or advisers in any press release or filing with the SEC (other than any registration statement contemplated by the Registration Rights Agreement, which shall be subject to review of the Investors in accordance with the terms of the Registration Rights Agreement) or any regulatory agency, without the prior written consent of the Investor, except (i) as required by the federal securities law in connection with (A) any registration statement contemplated by the Registration Rights Agreement and (B) the filing of final Transaction Agreements with the SEC or pursuant to other routine proceedings of regulatory authorities, or (ii) to the extent such disclosure is required by law, at the request of the staff of the SEC or regulatory agency or under the regulations of the Nasdaq Global Market, provided that the Company shall use commercially reasonable efforts to provide the Investors with prior written notice of and a reasonable opportunity to review such disclosure permitted under the foregoing clauses (i) and (ii).

5.4 Integration. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Investors, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any National Exchange such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

5.5 Removal of Legends.

(a) In connection with any sale, assignment, transfer or other disposition of the Shares or Pre-Funded Warrant Shares by an Investor pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by the Investor with the requirements of this Agreement, if requested by the Investor by notice to the Company, the Company shall request the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends as soon as reasonably practicable following any such request therefor from the Investor, provided that the Company has timely received from the Investor customary representations, covenants and other documentation reasonably required by the Company in connection therewith. The Company

shall be responsible for the fees of its Transfer Agent and its legal counsel associated with such legend removal.

(b) Subject to receipt from the Investor by the Company and the Transfer Agent of customary representations, covenants and other documentation reasonably required by the Company and the Transfer Agent in connection therewith, upon the earliest of such time as the Shares or Pre-Funded Warrant Shares (i) have been registered under the Securities Act pursuant to an effective registration statement, or, if an Affiliate, sold under the Securities Act pursuant to an effective registration statement; (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) without the requirement for the Company to be in compliance with the current public information requirements under Rule 144(c)(1) (or any successor provision), the Company shall, in accordance with the provisions of this Section 5.5(b) and as soon as reasonably practicable following any request therefor from an Investor accompanied by such customary and reasonably acceptable documentation referred to above, (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares, and (B) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act if required by the Transfer Agent to effect the removal of the legend in accordance with the provisions of this Agreement.

5.6 Withholding Taxes. Each Investor agrees to furnish the Company with any information, representations and forms as shall reasonably be requested by the Company from time to time to assist the Company in complying with any applicable tax law (including any withholding obligations).

5.7 Fees and Commissions. The Company shall be solely responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by an Investor) relating to or arising out of the transactions contemplated hereby, including, without limitation, any fees or commissions payable to the Placement Agent.

5.8 No Conflicting Agreements. The Company will not take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with the Company's obligations to the Investors under the Transaction Agreements.

5.9 Indemnification.

(a) The Company agrees to indemnify and hold harmless each Investor and its Affiliates, and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents (collectively, the "**Indemnified Persons**"), from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Indemnified Person may become subject (i) as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Agreements or (ii) as a result of or arising out of any action, claim or proceeding, pending or threatened, against an Indemnified Person in any capacity by any stockholder of the Company

(whether directly or in a derivative capacity) who is not an Affiliate of the Indemnified Person with respect to the transactions contemplated by the Transaction Agreements, and in each case will reimburse any such Indemnified Person for all such amounts as they are incurred by such Indemnified Person solely to the extent such amounts have been finally judicially determined not to have resulted from such Indemnified Person's fraud, gross negligence or willful misconduct.

(b) Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (c) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the indemnified party in respect of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or malfeasance by or on behalf of, the indemnified party. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

5.10 Subsequent Equity Sales. From the date of this Agreement until the earlier of (a) the Effectiveness Deadline (as defined in the Registration Rights Agreement) and (b) the Business Day immediately following the effective date of the registration statement filed pursuant to the Registration Rights Agreement, the Company shall not (A) issue shares of Common Stock or Common Stock Equivalents, (B) effect a reverse stock split, recapitalization, share consolidation, reclassification or similar transaction affecting the outstanding Common Stock or (C) file with the SEC a registration statement under the Securities Act relating to any shares of Common Stock or Common Stock Equivalents, except pursuant to the terms of the Registration Rights Agreement. Notwithstanding the foregoing, the provisions of this Section 5.10 shall not apply to (i) the issuance of the Securities hereunder, (ii) the issuance of Common Stock or Common Stock Equivalents upon the exchange, conversion, exercise or vesting of any securities

of the Company outstanding on the date of this Agreement or outstanding pursuant to clause (iii) below, (iii) the issuance of any Common Stock or Common Stock Equivalents pursuant to any Company stock-based compensation plans or in accordance with Nasdaq Stock Market Rule 5635(c)(4), (iv) the filing of a registration statement on Form S-8 under the Securities Act to register the offer and sale of securities on an equity incentive plan or employee stock purchase plan or (v) effect sales pursuant to the Controlled Equity Offering℠ Sales Agreement, by and among the Company and Cantor Fitzgerald & Co. and Leerink Partners LLC, dated August 11, 2023, so long as such sales are for a price per share of Common Stock that is not less than the price per Share under this Agreement.

5.11 Reservation of Common Stock. As of the date of this Agreement, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Pre-Funded Warrant Shares that are issuable upon the exercise of the Pre-Funded Warrants.

6. Conditions of Closing.

6.1 Conditions to the Obligation of the Investors. The several obligations of each Investor to consummate the transactions to be consummated at the Closing, and to purchase and pay for the Securities being purchased by it at the Closing pursuant to this Agreement, are subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects, except for those representation and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects, as of the date of this Agreement and as of the Closing Date, as though made on and as of such date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date, except for those representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects as of such earlier date.

(b) Performance. The Company shall have performed in all material respects the obligations and conditions herein required to be performed or observed by the Company on or prior to the Closing Date.

(c) No Injunction. The purchase of and payment for the Securities by such Investor and the issuance and sale of the Securities to such Investor shall not be prohibited or enjoined by any law or governmental or court order or regulation and no such prohibition shall have been threatened in writing.

(d) Consents. The Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the Securities, all of which shall be in full force and effect.

(e) Transfer Agent. The Company shall have furnished all required materials to the Transfer Agent to reflect the issuance of the Shares at the Closing.

(f) Adverse Changes. Since the date of this Agreement, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(g) Opinions of Company Counsel. The Company shall have delivered to the Investor Majority and the Placement Agent the opinions of Cooley LLP, dated as of the Closing Date, in customary form and substance to be reasonably agreed upon with the Investor Majority or Placement Agent, as applicable, and addressing such legal matters as the Investors and the Company reasonably agree.

(h) Compliance Certificate. An authorized officer of the Company shall have delivered to the Investors and the Placement Agent at the Closing Date a certificate certifying that the conditions specified in Sections 6.1(a) (Representations and Warranties), 6.1(b) (Performance), 6.1(c) (No Injunction), 6.1(d) (Consents), 6.1(e) (Transfer Agent), 6.1(f) (Adverse Changes), 6.1(k) (Listing Requirements) and 6.1(l) (No Injunction) of this Agreement have been fulfilled.

(i) Secretary's Certificate. The Secretary of the Company shall have delivered to the Investors at the Closing Date a certificate certifying (i) the Amended and Restated Certificate of Incorporation; (ii) the Amended and Restated Bylaws; and (iii) resolutions of the Company's Board of Directors (or an authorized committee thereof) approving this Agreement, the other Transaction Agreements, the transactions contemplated by this Agreement and the issuance of the Securities and the Pre-Funded Warrant Shares.

(j) Registration Rights Agreement. The Company shall have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit B (the "**Registration Rights Agreement**") to the Investors.

(k) Listing Requirements. No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock. The Common Stock shall be listed on a National Exchange and shall not have been suspended, as of the Closing Date, by the SEC or the National Exchange from trading thereon nor shall suspension by the SEC or the National Exchange have been threatened, as of the Closing Date, in writing by the SEC or the National Exchange; and the Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of the Shares and the Pre-Funded Warrant Shares and Nasdaq shall have raised no objection to such notice and the transactions contemplated hereby.

(l) No Injunction. No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any Governmental Entity, shall have been issued, and no action or proceeding shall have been instituted by any Governmental Entity, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Agreements.

(m)Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Securities being purchased by each Investor at the Closing as set forth in Exhibit A.

6.2 Conditions to the Obligation of the Company. The obligation of the Company to consummate the transactions to be consummated at the Closing, and to issue and sell to each Investor the Securities to be purchased by it at the Closing pursuant to this Agreement, is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of each Investor in Section 4 hereto shall be true and correct on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date and consummation of the Closing shall constitute a reaffirmation by the Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Agreement as of the Closing Date.

(b) Performance. Such Investor shall have performed or complied with in all material respects all obligations and conditions herein required to be performed or observed by such Investor on or prior to the Closing Date.

(c) Injunction. The purchase of and payment for the Securities by such Investor and the issuance and sale of the Securities to such Investor shall not be prohibited or enjoined by any law or governmental or court order or regulation.

(d) Registration Rights Agreement. Each Investor shall have executed and delivered the Registration Rights Agreement to the Company in the form attached as Exhibit B.

(e) Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Securities being purchased by such Investor at the Closing as set forth in Exhibit A.

7. Termination.

7.1 Termination. The obligations of the Company, on the one hand, and the Investors, on the other hand, to effect the Closing shall terminate as follows:

(i) Upon the mutual written consent of the Company and the Investor Majority prior to the Closing;

(ii) By the Company if any of the conditions set forth in Section 6.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(iii)By an Investor (with respect to itself only) if any of the conditions set forth in Section 6.1 shall have become incapable of fulfillment, and shall not have been waived by such Investor; or

(iv)By either the Company or an Investor (with respect to itself only) if the Closing has not occurred on or prior to the fifth Business Day following the date of this Agreement;

provided, however, that, in the case of clauses (ii) and (iii) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its

representations, warranties, covenants or agreements contained in the Transaction Agreements if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

7.2 Notice. In the event of termination by the Company or the Investor of its obligations to effect the Closing pursuant to Section 7.1, written notice thereof shall be given to the other Investors by the Company. Nothing in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the other terms and provisions of the Transaction Agreements or to impair the right of any party to compel specific performance by any other party of its other obligations under the Transaction Agreements.

8. Miscellaneous Provisions.

8.1 Public Statements or Releases. Except as set forth in Section 5.3, neither the Company nor any Investor shall make any public announcement with respect to the existence or terms of this Agreement or the transactions provided for herein without the prior consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, and subject to compliance with Section 5.3, nothing in this Section 8.1 shall prevent any party from making any public announcement it considers necessary in order to satisfy its obligations under the law, including applicable securities laws, or under the rules of any national securities exchange or securities market, in which case the Company shall allow the Investors reasonable time to comment on such release or announcement in advance of such issuance, and the Company will consider in good faith any Investor comments. The Company shall not include the name of the Investor in any press release or public announcement (which, for the avoidance of doubt, shall not include any filing with the SEC) without the prior written consent of the Investors, except as otherwise required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Company shall allow the Investors, to the extent reasonably practicable in the circumstances, reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding anything to the contrary in this Section 8.1, Investor review shall not be required for Company disclosures that are substantially consistent with prior Company disclosures.

8.2 Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the earlier of (x) confirmation of receipt or (y) the open of business on recipient's next Business Day, in each case, provided no undeliverable notice is received, (c) three (3) days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(a) If to the Company, addressed as follows:

RAPT Therapeutics, Inc.
561 Eccles Avenue
South San Francisco, CA 94080

Attention: Chief Financial Officer
Email: ryoung@rapt.com

with a copy (which shall not constitute notice):

Cooley LLP
110 North Wacker
Suite 4200
Chicago, Illinois 60606
Attention: Courtney M.W. Tygesson
Email: CTygesson@cooley.com

(b) If to any Investor, at its address or e-mail address set forth on such Investor's signature page hereto, or such address as subsequently modified by written notice given in accordance with this Section 8.2.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

8.3 Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit A, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

8.4 Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

8.5 Governing Law; Submission to Jurisdiction; Venue; Waiver of Trial by Jury.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of laws or conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction, except to the extent that mandatory principles of Delaware law may apply.

(b) The Company and each of the Investors hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating solely to this Agreement or the transactions contemplated hereby, to the general jurisdiction of the any state court or United States Federal court sitting in the Borough of Manhattan, City of New York in the State of New York;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(iii)agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party, as the case may be, at its address set forth in Section 8.2 or at such other address of which the other party shall have been notified pursuant thereto;

(iv)agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction for recognition and enforcement of any judgment or if jurisdiction in the courts referenced in the foregoing clause (i) are not available despite the intentions of the parties hereto;

(v) agrees that final judgment in any such suit, action or proceeding brought in such a court may be enforced in the courts of any jurisdiction to which such party is subject by a suit upon such judgment, provided that service of process is effected upon such party in the manner specified herein or as otherwise permitted by law;

(vi)agrees that to the extent that such party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law; and

(vii)irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement.

8.6 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

8.7 Expenses. Except as expressly set forth in the Transaction Agreements to the contrary, each party shall pay its own out-of-pocket fees and expenses, including the fees and expenses of attorneys, accountants and consultants employed by such party, incurred in connection with the proposed investment in the Securities and the consummation of the transactions contemplated thereby; provided, however, that the Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes (other than income taxes) and duties levied in connection with the delivery of any Securities to the Investors. The Company shall pay all Placement Agent fees relating to or arising out of the transactions contemplated by this Agreement. Notwithstanding the foregoing, the Company shall pay the reasonable fees and expenses of

Gunderson Dettmer Stough Villeneuve Franklin & Hachigian, LLP, counsel for the Lead Investors, in an amount not to exceed $80,000 in the aggregate.

8.8 Assignment. None of the parties may assign its rights or obligations under this Agreement or designate another person (i) to perform all or part of its obligations under this Agreement or (ii) to have all or part of its rights and benefits under this Agreement, in each case without the prior written consent of (x) the Company, in the case of an Investor, and (y) the Investors, in the case of the Company, provided that an Investor may, without the prior consent of the Company, assign its rights to purchase the Securities hereunder to any of its affiliates or to any other investment funds or accounts managed or advised by the investment manager who acts on behalf of such Investor (provided each such assignee agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in Section 4). In the event of any assignment in accordance with the terms of this Agreement, the assignee shall specifically assume and be bound by the provisions of this Agreement by executing a writing agreeing to be bound by and subject to the provisions of this Agreement and shall deliver an executed counterpart signature page to this Agreement and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Agreement.

8.9 Confidential Information.

(a) Each Investor covenants that until such time as the transactions contemplated by this Agreement and any material non-public information provided to such Investor are publicly disclosed by the Company, such Investor will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction), other than to such Investor's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

(b) The Company may request from the Investors such reasonable and customary additional information as the Company may deem necessary to evaluate the eligibility of the Investor to acquire the Securities, and the Investor shall promptly provide such information as may reasonably be requested to the extent readily available; provided, that the Company agrees to keep any such information provided by the Investor confidential, except (i) as required by the federal securities laws, rules or regulations and (ii) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq. The Investor acknowledges that the Company may file a copy of this Agreement and the Registration Rights Agreement with the SEC as exhibits to a periodic report or a registration statement of the Company.

8.10 Reliance by and Exculpation of Placement Agent.

(a) Each Investor agrees for the express benefit of the Placement Agent, its affiliates and its representatives that (i) the Placement Agent, its affiliates and its representatives have not made, and will not make, any representations or warranties with respect to the Company or the offer and sale of the Securities, and the Investor has not relied and will not rely on any

statements made by the Placement Agent, orally or in writing, in connection with such Investor's investment decision, (ii) the Investor will be responsible for conducting its own due diligence investigation with respect to the Company and the offer and sale of the Securities, (iii) the Investor will be purchasing Securities based on the results of its own due diligence investigation of the Company, and the Placement Agent and each of its directors, officers, employees, representatives, and controlling persons have made no independent investigation with respect to the Company, the Securities, or the accuracy, completeness, or adequacy of any information supplied to the Investor by the Company, (iv) the Investor has negotiated the offer and sale of the Securities directly with the Company, and the Placement Agent will not be responsible for the ultimate success of any such investment and (v) the decision to invest in the Company will involve a significant degree of risk, including a risk of total loss of such investment. Each Investor further represents and warrants to the Placement Agent that it, including any fund or funds that it manages or advises that participates in the offer and sale of the Securities, is permitted under its constitutive documents (including, without limitation, all limited partnership agreements, charters, bylaws, limited liability company agreements, all applicable side letters with investors, and similar documents) to make investments of the type contemplated by this Agreement. This Section 8.10 shall survive any termination of this Agreement.

(b) The Company agrees and acknowledges that the Placement Agent may rely on its representations, warranties, agreements and covenants contained in this Agreement and each Investor agrees that the Placement Agent may rely on such Investor's representations and warranties contained in this Agreement as if such representations and warranties, as applicable, were made directly to the Placement Agent.

(c) Neither the Placement Agent nor any of its affiliates or representatives (1) has any duties or obligations other than those specifically set forth herein or in the engagement letter, dated December 2, 2024, between the Company and Leerink Partners LLC; (2) shall be liable for any improper payment made in accordance with the information provided by the Company; (3) makes any representation or warranty, or has any responsibilities as to the validity, accuracy, value or genuineness of any information, certificates or documentation delivered by or on behalf of the Company pursuant to the Transaction Agreements or in connection with any of the transactions contemplated therein; or (4) shall be liable (x) for any action taken, suffered or omitted by any of them in good faith and reasonably believed to be authorized or within the discretion or rights or powers conferred upon it by the Transaction Agreements or (y) for anything which any of them may do or refrain from doing in connection with the Transaction Agreements, except in each case for such party's own gross negligence or willful misconduct.

(d) The Company agrees that the Placement Agent, its affiliates and representatives shall be entitled to (1) rely on, and shall be protected in acting upon, any certificate, instrument, notice, letter or any other document or security delivered to any of them by or on behalf of the Company, and (2) be indemnified by the Company for acting as the Placement Agent hereunder pursuant to the indemnification provisions set forth in the applicable letter agreement between the Company and the Placement Agent.

8.11 Third Parties. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to

this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, (i) the Placement Agent is an intended third-party beneficiary of the representations and warranties of the Company and of each Investor set forth in Section 3, Section 4 and Section 8.10 respectively, of this Agreement and the certificate delivered pursuant to Section 6.1(h) of this Agreement and (ii) the Indemnified Persons are intended third-party beneficiaries of Section 5.9.

8.12 Independent Nature of Investors' Obligations and Right. The obligations of each Investor under this Agreement are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance obligations of any other Investor under this Agreement. Nothing contained herein, and no action taken by any Investor pursuant hereto, shall be deemed to constitute the Investors as, and the Company acknowledges that the Investors do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the Investors are in any way acting in concert or as a group, and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement. The Company acknowledges and each Investor confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. Each Investor also acknowledges that Cooley LLP has not rendered legal advice to such Investor. Each Investor shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. The Company has elected to provide all Investors with the same terms and Transaction Agreements for the convenience of the Company and not because it was required or requested to do so by any Investor.

8.13 Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

8.14 Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

8.15 Entire Agreement; Amendments. This Agreement and the other Transaction Agreements (including all schedules and exhibits hereto and thereto), together with any side letter agreements with any of the Investors, constitute the entire agreement between the parties hereto respecting the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings, representations and statements respecting the subject matter of this Agreement, whether written or oral. No amendment, modification, alteration, or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and the Investor Majority, provided that prior to the Closing the consent

of all Investors shall be required, notwithstanding the foregoing, (i) this Agreement may not be amended and the observance of any term of this Agreement may not be waived with respect to any Investor without the written consent of such Investor unless such amendment or waiver applies to all Investors in the same fashion and (ii) any amendment to Section 5.5 or Section 5.9 shall require the consent of each Investor. The Company, on the one hand, and each Investor, on the other hand, may by an instrument signed in writing by such parties waive the performance, compliance or satisfaction by such Investor or the Company, respectively, with any term or provision of this Agreement or any condition hereto to be performed, complied with or satisfied by such Investor or the Company, respectively. Notwithstanding the foregoing or anything else herein to the contrary, no amendment, modification, alteration, change or waiver of this Section 8.15 shall be valid without the prior written consent of the Placement Agent, which consent may be granted or withheld in the sole discretion of the Placement Agent.

8.16 Survival. The covenants, representations and warranties made by each party hereto contained in this Agreement shall survive the Closing and the delivery of the Securities in accordance with their respective terms. Each Investor shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

8.17 Contract Interpretation. This Agreement is the joint product of each Investor and the Company and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

8.18 Arm's Length Negotiations. For the avoidance of doubt, the parties acknowledge and confirm that the terms and conditions of the Securities were determined as a result of arm's-length negotiations.

[Remainder of Page Intentionally Left Blank.]

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

COMPANY:

RAPT THERAPEUTICS, INC.

By: _____
Name:
Title:

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

INVESTOR:

[NAME]

By: _____

Name:_____

Title:_____

Email Address of Authorized Signatory: _____

Address for Notice under the Agreement: _____

_____

_____

Tax Identification Number of Investor: _____

Equiniti Account Number (if applicable): _____

Address for Equiniti Account (if different): _____

_____

_____

Address for delivery of hard copy of the Pre-Funded Warrant (if different): _____

_____

_____

The Investor's investment decision was made by an investment committee of individuals who reside in various states, including:	
Aggregate Purchase Price:	
Shares of Common Stock:	
Pre-Funded Warrant Shares:	
Beneficial Ownership Limit Election for Pre-Funded Warrant (if applicable):	□ 4.99% or □ 9.99% or □19.99% or □ N/A

EXHIBIT A

INVESTORS

Investor Name	**Shares**	**Share Purchase Price**	**Shares Underlying Pre-Funded Warrants**	**Pre-Funded Warrant Purchase Price**	**Aggregate Purchase Price**
[Name]	[●]	$[●]	[●]	$[●]	$[●]
[Name]	[●]	$[●]	[●]	$[●]	$[●]
[Name]	[●]	$[●]	[●]	$[●]	$[●]
TOTAL:	[●]	$[●]	[●]	$[●]	$[●]

EXHIBIT
B

FORM OF PRE-FUNDED WARRANT

Filed separately

EXHIBIT
C

FORM OF REGISTRATION RIGHTS AGREEMENT

Filed separately

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of December 23, 2024, is entered into by and among RAPT Therapeutics, Inc., a Delaware corporation (the "Company"), and the several investors signatory hereto (individually as an "**Investor**" and collectively together with their respective permitted assigns, the "**Investors**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement by and among the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**").

WHEREAS:

A. Upon the terms and subject to the conditions of the Purchase Agreement, the Company has agreed to issue to the Investors, and the Investors have agreed to purchase, severally and not jointly, an aggregate of up to $150,000,000 of (x) shares (the "**Initial Shares**") of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), and/or (y) pre-funded warrants to purchase shares of Common Stock (the "**Pre-Funded Warrants**"), in each case, pursuant to the Purchase Agreement. The Initial Shares and the shares of Common Stock issuable upon exercise of the Pre-Funded Warrants, without giving effect to any limitations on exercise of the Pre-Funded Warrants, and assuming all of the Pre-Funded Warrants are exercised for cash, are collectively referred to herein as the "**Shares**."

B. To induce the Investors to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**Securities Act**"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investors hereby agree as follows:

1. DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

(b) "**Register**," "**Registered**," and "**Registration**" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and providing for offering securities on a continuous basis, and the declaration or ordering of effectiveness of such registration statement(s) by the U.S. Securities and Exchange Commission (the "**SEC**").

(c) "**Registrable Securities**" means the Shares and any Common Stock issued or issuable with respect to the Shares as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event, and which shall cease to be Registrable Securities upon the date on which the Investors shall have resold all the Shares covered by the Registration Statement.

(d) "**Registration Expenses**" means all registration and filing fee expenses incurred by the Company in effecting any registration pursuant to this Agreement, including (i) all registration, qualification, and filing fees, printing expenses, and any other fees and expenses associated with filings required to be made with the SEC, FINRA or any other regulatory authority, (ii) all fees and expenses in connection with compliance with or clearing the Registrable Securities for sale under any securities or "Blue Sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, and (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance).

(e) "**Registration Statement**" means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, that Registers Registrable Securities, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws. "Registration Statement" shall also include a New Registration Statement, as amended when each became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a prospectus subsequently filed with the SEC.

(f) "**Selling Expenses**" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all similar fees and commissions relating to the Investors' disposition of the Registrable Securities.

2. REGISTRATION.

(a) Mandatory Registration. The Company shall, as promptly as reasonably practicable and in any event no later than 30 days after the Closing Date (the "**Filing Deadline**"), prepare and file with the SEC an initial Registration Statement (the "**Initial Registration Statement**") covering the resale of all Registrable Securities. Before filing the Registration Statement, the Company shall furnish to the Investors a copy of the Registration Statement. The Investors and their counsel shall have at least three Business Days prior to the anticipated filing date of a Registration Statement to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus, prior to its filing with the SEC. Subject to any SEC comments, such Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit A. The Company shall (a) use commercially reasonable efforts to address in each such document prior to being so filed with the SEC such comments as the Investor or its counsel reasonably proposed by the Investor, and (b) not file any Registration Statement or related prospectus or any amendment or supplement thereto containing information regarding the Investor to which Investor reasonably objects, unless such information is required to comply with any applicable law or regulation. The Investors shall furnish all information reasonably requested by the Company and as shall be reasonably required in connection with any registration referred to in this Agreement.

(b) Effectiveness. The Company shall use its reasonable best efforts to have the Initial Registration Statement and any amendment declared effective by the SEC at the earliest possible date but no later than the earlier of (a) the 75th calendar day following the initial filing date of the Initial Registration Statement if the SEC notifies the Company that it will "review" the Initial Registration Statement and (b) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Initial Registration Statement will not be "reviewed" or will not be subject to further review; provided, further that if the SEC is closed for operations due to a government shutdown or lapse in appropriations, the deadline for effectiveness shall be extended by the same amount of days that the SEC remains closed for operations; provided further, that if the deadline for effectiveness of the Registration

Statement falls after February 14, 2025, it shall be automatically extended until the second business day following the date on which the Company files its Annual Report on Form 10-K, which shall include the disclosures required by Part III of Form 10-K (the "**Effectiveness Deadline**"). The Company shall notify the Investor by e-mail as promptly as practicable, and in any event, within 24 hours, after the Registration Statement is declared effective or is supplemented and shall provide the Investor with copies of any related prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall use reasonable best efforts to keep the Initial Registration Statement continuously effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investors of all of the Registrable Securities covered thereby at all times until the earliest to occur of the following events: (i) the date on which the Investors shall have resold all the Registrable Securities covered thereby; and (ii) the date on which the Registrable Securities may be resold by the Investors without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 under the Securities Act or any other rule of similar effect (the "**Registration Period**"). The Initial Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(c) Sufficient Number of Shares Registered. In the event the number of shares available under the Initial Registration Statement at any time is insufficient to cover the Registrable Securities, the Company shall, to the extent necessary and permissible, amend the Initial Registration Statement or file a new registration statement (together with any prospectuses or prospectus supplements thereunder, a "**New Registration Statement**"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten Business Days after the necessity therefor arises (the "**New Registration Filing Deadline**"). The Company shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof but no later than the earlier of (a) the 75th calendar day following the initial filing date of the New Registration Statement if the SEC notifies the Company that it will "review" the New Registration Statement and (b) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the New Registration Statement will not be "reviewed" or will not be subject to further review (the earlier of such dates, the "**New Registration Effectiveness Deadline**"). The provisions of Section 2(a) and (b) shall apply to the New Registration Statement, except as modified hereby.

(d) Liquidated Damages. If (i) the Initial Registration Statement has not been filed by the Filing Deadline, (ii) the Initial Registration Statement has not been declared effective by the Effectiveness Deadline, (iii) the New Registration Statement has not been filed by the New Registration Filing Deadline, (iv) the New Registration Statement has not been declared effective by the New Registration Effectiveness Deadline or (v) after any Registration Statement has been declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update such Registration Statement), but excluding any Allowed Delay (as defined below) or, if the Registration Statement is on Form S-1, for a period of 20 days following the date on which the Company files a post-effective amendment to incorporate the Company's Annual Report on Form 10-K, then the Company will make pro rata payments to each Investor then holding Registrable Securities, as liquidated damages and not as a penalty, in an amount equal to 1.0% of the aggregate amount paid pursuant to the Purchase Agreement by such Investor for such Registrable Securities then held by such Investor for each 30-day period or pro rata for any portion thereof during which the failure continues (the "**Blackout Period**"). Such payments shall constitute the Investors' exclusive monetary remedy for such events, but shall not affect the right of the Investors to seek injunctive relief. The amounts payable as liquidated damages pursuant to this paragraph shall be paid in cash no later

than five Business Days after each such 30-day period following the commencement of the Blackout Period until the termination of the Blackout Period (the "**Blackout Period Payment Date**"). Interest shall accrue at the rate of 1.0% per month on any such liquidated damages payments that shall not be paid by the Blackout Period Payment Date until such amount is paid in full. Notwithstanding the above, in no event shall the aggregate amount of liquidated damages (or interest thereon) paid under this Agreement to any Investor exceed, in the aggregate, 5.0% of the aggregate purchase price of the Shares purchased by such Investor under the Purchase Agreement. Notwithstanding anything in this Section 2(d) to the contrary, during any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities because any Investor fails to furnish information required to be provided pursuant to Section 2(a) or Section 4(a) within three Business Days of the Company's request, any liquidated damages that would otherwise accrue as to such Investor only shall be tolled until such information is delivered to the Company.

(e) Allowable Delays. On no more than two occasions and for not more than 30 consecutive days or for a total of not more than 60 days in any 12 month period, the Company may delay the effectiveness of the Initial Registration Statement or any other Registration Statement, or suspend the use of any prospectus included in any Registration Statement, in the event that the Company reasonably determines in good faith that such delay or suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related prospectus so that such Registration Statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (a) notify each Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of an Investor) disclose to such Investor any material non-public information giving rise to an Allowed Delay, (b) advise the Investors in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(f) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in any Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Company shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires any Investor to be named as an "underwriter," the Company shall (i) promptly notify each holder of Registrable Securities thereof and (ii) make commercially reasonable efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that none of the Investors is an "underwriter." The Investors shall have the right to select one legal counsel, at such Investor's expense, to review and oversee any registration or matters pursuant to this Section 2(f), including participation in any meetings or discussions with the SEC regarding the SEC's position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which any Investor's counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2(f), the SEC refuses to alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); provided, however, that the Company shall not name any Investor as an "underwriter" in such Registration Statement without the prior written consent of such Investor (provided that, in the event an Investor withholds such consent, the Company shall have no obligation hereunder to include any Registrable

Securities of such Investor in any Registration Statement covering the resale thereof until such time as the SEC no longer requires such Investor to be named as an "underwriter" in such Registration Statement or such Investor otherwise consents in writing to being so named). Any cut-back imposed on the Investors pursuant to this Section 2(f) shall be allocated among the Investors on a pro rata basis and shall be applied first to any of the Registrable Securities of such Investor as such Investor shall designate, unless the SEC Restrictions otherwise require or provide or the Investors otherwise agree. No liquidated damages pursuant to Section 2(d) shall accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "**Restriction Termination Date**"). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions relating thereto) shall again be applicable to such Cut Back Shares; provided, however, that the date by which the Company is required to file the Registration Statement with respect to such Cut Back Shares shall be the tenth day following the Restriction Termination Date and the date by which the Company is required to have the Registration Statement effective with respect to such Cut Back Shares shall be the 55th day immediately after the Restriction Termination Date.

3. RELATED COMPANY OBLIGATIONS.

With respect to the Registration Statement and whenever any Registrable Securities are to be Registered pursuant to Section 2, including on the Initial Registration Statement or on any New Registration Statement, the Company shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) Notifications. The Company will promptly notify the Investors when any subsequent amendment to the Initial Registration Statement or any New Registration Statement, other than documents incorporated by reference, has been filed with the SEC and/or has become effective or where a receipt has been issued therefor or any subsequent supplement to a prospectus has been filed and of any request by the SEC for any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus or for additional information.

(b) Amendments. The Company will prepare and file with the SEC any amendments, post-effective amendments or supplements to the Initial Registration Statement, any New Registration Statement or any related prospectus, as applicable, that, (a) as may be necessary to keep such Registration Statement effective for the Registration Period and to comply with the provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") with respect to the distribution of all of the Registrable Securities covered thereby, or (b) in the reasonable opinion of the Investors and the Company, as may be necessary or advisable in connection with any acquisition or sale of Registrable Securities by the Investors.

(c) Investor Review. The Company will not file any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus, other than documents incorporated by reference, relating to the Investors, the Registrable Securities or the transactions contemplated hereby unless (A) the Investors and their counsel shall have been advised and afforded the opportunity to review and comment thereon at least three (3) Business Days prior to filing with the SEC and (B) the Company shall have given reasonable good faith and due consideration to any comments thereon received from the Investors or their counsel.

(d) Copies Available. The Company will furnish to any Investor whose Registrable Securities are included in any Registration Statement and its counsel copies of the Initial Registration Statement, any prospectus thereunder (including all documents incorporated by reference therein), any prospectus supplement thereunder, any New Registration Statement and all amendments to the Initial Registration Statement or any New Registration Statement that are filed with the SEC during the Registration Period (including all documents filed with or furnished to the SEC during such period that are deemed to be incorporated by reference therein), each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Company has sought confidential treatment) and such other documents as Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by Investor that are covered by such Registration Statement, in each case as soon as reasonably practicable upon such Investor's request and in such quantities as such Investor may from time to time reasonably request; provided, however, that the Company shall not be required to furnish any document to the Investor to the extent such document is available on EDGAR.

(e) Notification of Stop Orders; Material Changes. The Company shall use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order as soon as practicable. The Company shall advise the Investors promptly (but in no event later than 24 hours) and shall confirm such advice in writing, in each case: (i) of the Company's receipt of notice of any request by the SEC or any other federal or state governmental authority for amendment of or a supplement to the Registration Statement or any prospectus or for any additional information; (ii) of the Company's receipt of notice of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the Initial Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, or any New Registration Statement, or of the Company's receipt of any notification of the suspension of qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or contemplated initiation of any proceeding for such purpose; and (iii) of the Company becoming aware of the happening of any event, which makes any statement of a material fact made in any Registration Statement or any prospectus untrue or which requires the making of any additions to or changes to the statements then made in any Registration Statement or any prospectus in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, or of the necessity to amend any Registration Statement or any prospectus to comply with the Securities Act or any other law. The Company shall not be required to disclose to the Investors the substance of specific reasons of any of the events set forth in clause (i) to (iii) of the immediately preceding sentence (each, a "**Suspension Event**"), but rather, shall only be required to disclose that the event has occurred. If at any time the SEC, or any other federal or state governmental authority shall issue any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, the Company shall use its reasonable best efforts to obtain the withdrawal of such order at the earliest practicable time. The Company shall furnish to the Investors, without charge, a copy of any correspondence from the SEC or the staff of the SEC, or any other federal or state governmental authority to the Company or its representatives relating to the Initial Registration Statement, any New Registration Statement or any prospectus, or prospectus supplement as the case may be. In the event of a Suspension Event set forth in clause (iii) of the second sentence of this Section 3(e), the Company will use its commercially reasonable efforts to publicly disclose such event as soon as reasonably practicable, or otherwise resolve the matter such that sales under Registration Statements may resume; provided, however, that if the Company has a bona fide business purpose for not making such information public, the Company may suspend the use of all Registration Statements for up to 60 consecutive calendar days; provided, further, that the Company may not suspend the use of all Registration

Statements more than twice, or for more than 90 total calendar days, in each case during any twelve-month period.

(f) Confirmation of Effectiveness. If reasonably requested by an Investor at any time in respect of any Registration Statement, the Company shall deliver to such Investor a written confirmation from Company's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not such Registration Statement is currently effective and available to the Company for sale of Registrable Securities.

(g) Listing. The Company shall use best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on the Nasdaq Global Market.

(h) Compliance. The Company shall otherwise use best efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Investor in writing if, at any time during the Registration Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investor is required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least 12 months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(h), "**Availability Date**" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "**Availability Date**" means the 90th day after the end of such fourth fiscal quarter).

(i) Blue-Sky. The Company shall register or qualify or cooperate with the Investor and their counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investor; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(i), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(i), or (iii) file a general consent to service of process in any such jurisdiction.

(j) Rule 144. With a view to making available to the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investors to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; and (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; (iii) furnish electronically to each Investor upon request, as long as such Investor owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order

to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

(k) Cooperation. The Company shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates or uncertificated shares representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request to the extent permitted by such Registration Statement or Rule 144 to effect sales of Registrable Securities; for the avoidance of doubt, the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

4. OBLIGATIONS OF THE INVESTORS.

(a) Investor Information. Each Investor shall provide a completed Investor Questionnaire in the form attached hereto as Exhibit B in connection with the registration of the Registrable Securities. If the Company has not received such completed Investor Questionnaire from an Investor within three Business Days of the Company's request, the Company may file the Registration Statement without including such Investor's Registrable Securities.

(b) Suspension of Sales. Each Investor, severally and not jointly with any other Investor, agrees that, upon receipt of any notice from the Company of the existence of Suspension Event as set forth in Section 3(e), the Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of a notice from the Company confirming the resolution of such Suspension Event and that such dispositions may again be made.

(c) Investor Cooperation. Each Investor, severally and not jointly with any other Investor, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any amendments and supplements to any Registration Statement or New Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

5. EXPENSES OF REGISTRATION.

All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Investors shall be borne by the Investors pro rata on the basis of the number of Registrable Securities so registered.

6. INDEMNIFICATION.

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor, each Person, if any, who controls each Investor, the members, the directors, officers, partners, employees, members, managers, agents, representatives and advisors of each Investor and each Person, if any, who controls each Investor within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, obligation, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs and costs of preparation), reasonable and documented attorneys' fees, amounts paid in settlement or reasonable and documented expenses, (collectively, "**Claims**") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal

taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an Indemnified Person is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, or (ii) any violation or alleged violation by the Company or any of its subsidiaries of the Securities Act, Exchange Act or any other state securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered or any rule or regulation promulgated thereunder applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration of the Registrable Securities (the matters in the foregoing clauses (i) and (ii) being, collectively, "**Violations**"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable out-of-pocket legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by the Investors or such Indemnified Person specifically for use in such Registration Statement or prospectus and was reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of any Registration Statement, any prospectus or any such amendment thereof or supplement thereto, if such in each case if the foregoing was timely made available by the Company; (B) with respect to any superseded prospectus, shall not inure to the benefit of any such Person from whom the Person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, and the Indemnified Person was promptly advised in writing not to use the outdated, defective or incorrect prospectus prior to the use giving rise to a Violation; (C) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 8.

(b) In connection with the Initial Registration Statement, any New Registration Statement or any prospectus, each Investor, severally and not jointly, agrees to indemnify, hold harmless and defend, the Company, each of its directors, each of its officers who signed the Initial Registration Statement or signs any New Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Party**"), against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with information about an Investor furnished in writing by such Investor to the Company and reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, any prospectus or any such amendment thereof or supplement thereto. In no event shall the liability of an Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Investor in connection with any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by any Investor pursuant to Section 8.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the Indemnified Person or the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or the Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the Indemnified Party or Indemnified Person in respect to or arising out of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the Indemnified Party or Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any Person receiving a payment pursuant to this Section 6 which person is later determined to not be entitled to such payment shall return such payment (including reimbursement of expenses) to the person making it.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 7 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by such seller from the sale of such Registrable Securities giving rise to such contribution obligation.

8. ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Investors holding a majority of the Registrable Securities then outstanding (determined as if all of the Pre-Funded Warrants then outstanding have been exercised without regard to any limitations on the exercise of such Pre-Funded Warrants); provided, however, that in any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company is a party and in which the Registrable Securities are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investor in connection with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction, and the prior written consent of the Investors holding a majority of the Registrable Securities then outstanding (determined as if all of the Pre-Funded Warrants then outstanding have been exercised without regard to any limitations on the exercise of such Pre-Funded Warrants) shall not be required for such transaction.

An Investor may transfer or assign its rights hereunder, in whole or from time to time in part, to one or more Persons in connection with the transfer of not fewer than 1.0% of the Shares by such Investor to such Person, provided that such Investor complies with all laws applicable thereto, and the provisions of the Purchase Agreement, and provides written notice of assignment to the Company promptly after such assignment is effected, and such Person agrees in writing to be bound by all of the provisions contained herein.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and permitted assigns.

9. AMENDMENTS AND WAIVERS.

The provisions of this Agreement, including the provisions of this sentence, may be amended, modified or supplemented, or waived only by a written instrument executed by (i) the Company and (ii) the holders of a majority of the then outstanding Registrable Securities (determined as if all of the Pre-Funded Warrants then outstanding have been exercised without regard to any limitations on the exercise of such Pre-Funded Warrants), provided that any party may give a waiver as to itself and provided further that (A) any amendment, modification, supplement or waiver that disproportionately and adversely affects the rights and obligations of any Investor relative to the comparable rights and obligations of the other Investors shall require the prior written consent of such adversely affected Investor or each Investor, as

applicable, and (B) any amendment, modification, supplement or waiver of Section 2(d), Section 6 or the definitions of Filing Deadline or Effectiveness Deadline shall require the prior written consent of each Investor. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of one or more Investors and that does not adversely directly or indirectly affect the rights of other Investors may be given by Investors holding all of the Registrable Securities to which such waiver or consent relates.

10. MISCELLANEOUS.

(a) Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the earlier of (x) confirmation of receipt or (y) the open of business on recipient's next Business Day, in each case, provided no undeliverable notice is received, (c) three (3) days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt:

i. If to the Company, addressed as follows:

RAPT Therapeutics, Inc.
561 Eccles Avenue
South San Francisco, CA 94080
Attention: Chief Financial Officer
Email: ryoung@rapt.com

with a copy (which shall not constitute notice):

Cooley LLP
110 North Wacker
Suite 4200
Chicago, Illinois 60606
Attention: Courtney M.W. Tygesson
Email: CTygesson@cooley.com

ii. If to any Investor, at its e-mail address or address set forth on its signature page to the Purchase Agreement or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Section 10.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit B, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic

notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

(c) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

(d) Governing Law. The provisions of Section 8.5 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

(e) Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(f) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

(g) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(h) Contract Interpretation. This Agreement is the joint product of each Investor and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

(i) No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby.

(j) Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

(k) Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any affiliates or assignees thereof, whether by the enforcement of any assessment or by any legal or

equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, stockholder, general or limited partner or member of the Investors or of any affiliates or assignees thereof, as such for any obligation of the Investors under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l) Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

(m) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

COMPANY:

RAPT THERAPEUTICS, INC.

By: _____
Name:
Title:

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

INVESTOR:

[NAME]

By: _____

Name:_____

Title:_____

[Signature Page to Registration Rights Agreement]

Exhibit A

PLAN OF DISTRIBUTION

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales and settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending the list of selling stockholders to include the

pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering. Upon any exercise of the pre-funded warrants by payment of cash, however, we will receive the exercise price of the pre-funded warrants.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(a)(11) of the Securities Act (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the

common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part to become effective and to remain continuously effective until the earlier of: (i) the date on which the selling stockholders shall have resold or otherwise disposed of all the shares covered by this prospectus and (ii) the date on which the shares covered by this prospectus no longer constitute "Registrable Securities" as such term is defined in the Registration Rights Agreement, such that they may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations and without current public information pursuant to Rule 144 under the Securities Act or any other rule of similar effect.

Exhibit B

Investor Questionnaire

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

1. Name.

(a) Full Legal Name of Investor

_____

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

_____

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

_____

2. Address for Notices to Investor:

_____

_____

_____

Telephone:

E-Mail: _____

Contact Person:

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes No

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes No

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes No

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes No

Note: If "no" to Section 3(d), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Investor.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Investor:

_____

_____

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

_____

_____

The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____ Beneficial Owner: _____

By:_____
Name:
Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED QUESTIONNAIRE TO: [_____]