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): May 29, 2023

C4 THERAPEUTICS, INC.
(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-39567**	**47-5617627**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**
490 Arsenal Way, Suite 120 Watertown, MA		**02472**
(Address of Principal Executive Offices)		**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (617) 231-0700

Not Applicable
(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:

- o Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- o Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- o Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- o 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	CCCC	The Nasdaq Global Select Market

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 o

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. o

Item 1.01 Entry into a Material Definitive Agreement.

License Agreement

On May 29, 2023, C4 Therapeutics, Inc. ("**C4T**") entered into a License and Collaboration Agreement ("**License Agreement**") with Betta Pharmaceuticals Co., Ltd. ("**Betta Pharma**") to collaborate on the development and commercialization of CFT8919, an orally bioavailable BiDAC™ degrader that is designed to be potent and selective against EGFR bearing an oncogenic L858R mutation, in mainland China, Hong Kong SAR, Macau SAR and Taiwan (the "**Licensee Territory**"), with C4T retaining rights to CFT8919 in the rest of the world other than the Licensee Territory (the "**C4T Territory**").

Pursuant to the terms of the License Agreement, C4T grants Betta Pharma an exclusive license under certain of C4T's intellectual property rights to develop, manufacture and commercialize CFT8919 for all uses in humans in the Licensee Territory. Betta Pharma is responsible for all development, regulatory approval, manufacturing and commercialization costs in the Licensee Territory except where Betta Pharma acts as C4T's agent in the Licensee Territory in connection with a global trial sponsored by C4T. As part of the collaboration, Betta Pharma has agreed to make an upfront cash payment of $10.0 million and up to $357.0 million in aggregate milestone payments, plus tiered royalties on net sales of CFT8919 in the Licensee Territory. Royalties payable from Betta Pharma to C4T range from low to mid double-digit percent, subject to certain reductions under certain circumstances as described in the License Agreement. In addition, as part of the collaboration, C4T has agreed to make milestone payments to Betta Pharma of up to $40 million following C4T's receipt of approval of a New Drug Application for CFT8919 from the U.S. Food and Drug Administration, with the milestone amount based on the percentage of patients in contemplated clinical trials that were enrolled by Betta Pharma and the line of therapy of the approval. In addition, C4T has agreed to pay Betta Pharma tiered royalties on net sales of CFT8919 in the C4T Territory, in the low single digit percent range, subject to certain reductions under certain circumstances as described in the License Agreement. Under the License Agreement, the royalty term for all contemplated royalties shall terminate on a product-by-product and country-by-country basis on the latest of (i) the twelve (12) year anniversary of the first commercial sale of such product in such country, (ii) the expiration of any regulatory exclusivity period that covers such product in such country, and (iii) the expiration of the last-to-expire licensed patent that covers such product in such country. Further, an affiliate of Betta Pharma has agreed to purchase C4T stock valued at $25.0 million as described below.

The License Agreement includes customary representations and warranties, covenants and indemnification obligations for a transaction of this nature. The License Agreement became effective upon signing and will continue until all of Betta Pharma's applicable payment obligations under the License Agreement have been performed or have expired, or the agreement is earlier terminated. Under the terms of the License Agreement, C4T and Betta Pharma each have the right to terminate the agreement for material breach by, or insolvency of, the other party. Betta Pharma may also terminate the License Agreement in its entirety, or on a product-by-product or country-by-country basis, for convenience upon ninety (90) days' notice.

Stock Purchase Agreement

On May 29, 2023 and in connection with the execution of the License Agreement, C4T, Betta Pharma, and Betta Investment (Hong Kong) Limited ("**Betta Investment**"), an affiliate of Betta Pharma, entered into a Stock Purchase Agreement (the "**Stock Purchase Agreement**" and together with the License Agreement, the "**Betta Agreements**"), pursuant to which Betta Investment agreed to purchase 5,567,928 shares of C4T common stock (the "**Shares**") for an aggregate purchase price of approximately $25.0 million, or $4.49 per share, which represents a 25% premium over the 60-trading-day volume weighted average closing price as of two trading days prior to the effective date of the Stock Purchase Agreement. Based on shares currently outstanding and the shares to be issued to Betta Investment, Betta Investment will own approximately 10.2% of the outstanding shares of C4T common stock after its purchase of the Shares. Under the Stock Purchase Agreement, Betta Investment has agreed not to dispose of any of the Shares for a period of 12 months after their issuance. In addition, Betta Investment has agreed to vote the Shares in accordance with the recommendations of the C4T board of directors on certain matters for a period of 12 months following their issuance. C4T has agreed to register the Shares for resale under the Securities Act of 1933, as amended (the "**Securities Act**"). Closing under the Stock Purchase Agreement is subject to customary closing conditions, as well as continued effectiveness of the License Agreement and Betta Investment's receipt of a certificate of outbound investment by enterprises by the Ministry of Commerce of the People's Republic of China, the National Development and Reform Commission of the People's Republic of China and State Administration of Foreign Exchange of the People's Republic of China or their local counterparts. The Stock Purchase Agreement also includes customary representations and warranties, covenants and indemnification obligations.

On May 30, 2023, C4T issued a press release relating to the Betta Agreements. A copy of this press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information provided above under Item 1.01 of this Current Report on Form 8-K is hereby incorporated by reference into this Item 3.02. The Shares are to be sold to Betta Investment in reliance upon an exemption from

registration afforded by Section 4(2) of the Securities Act as the transaction does not involve any public offering. Betta Investment has represented to C4T that it is an “accredited investor” within the meaning of Regulation D.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The exhibits shall be deemed to be filed or furnished, depending on the relevant item requiring such exhibit, in accordance with the provisions of Item 601 of Regulation S-K (17 CFR 229.601) and Instruction B.2 to this form.

Exhibit Number	Description
10.1*	License and Collaboration Agreement, dated May 29, 2023, by and between C4 Therapeutics, Inc. and Betta Pharmaceuticals Co., Ltd.
10.2	Stock Purchase Agreement, dated May 29, 2023, by and among C4 Therapeutics, Inc., Betta Pharmaceuticals Co., Ltd. and Betta Investment (Hong Kong) Limited.
99.1	Press release issued May 30, 2023
104.0	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Portions of this exhibit (indicated by asterisks) will be omitted in accordance with the rules of the Securities and Exchange Commission.

SIGNATURES

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

C4 Therapeutics, Inc.

Date: May 30, 2023

By: /s/ Jolie M. Siegel

Jolie M. Siegel

Chief Legal Officer

LICENSE AND COLLABORATION AGREEMENT

By and Between

C4 THERAPEUTICS, INC.,

and

BETTA PHARMACEUTICALS CO., LTD.

May 29, 2023

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EXHIBITS

LICENSE AND COLLABORATION AGREEMENT

This **License and Collaboration Agreement** (the "**Agreement**") is entered into as of May 29, 2023 (the "**Effective Date**"), by and between **C4 Therapeutics, Inc.**, a corporation having a place of business at 490 Arsenal Way, Suite 120, Watertown, MA 02472, the United States ("**C4T**"), and **Betta Pharmaceuticals Co., Ltd.**, a company having a place of business at 355 Xingzhong Road, Linping District, Hangzhou, Zhejiang, P.R. China 311100 ("**Licensee**").

Recitals

Whereas, C4T possesses certain Patents, Know-How, technology expertise and other rights to the small molecule known as CFT8919;

Whereas, Licensee is engaged in the research, development, manufacture and commercialization of pharmaceutical products in the Licensee Territory;

Whereas, Licensee desires to obtain from C4T, and C4T desires to grant to Licensee, an exclusive license under the C4T Technology to Develop, Manufacture and Commercialize the Products in the Field in the Licensee Territory (each as defined below), subject to the terms and conditions of this Agreement; and

Whereas, simultaneously with entering into this Agreement, C4T, Licensee and an Affiliate of Licensee are entering into a stock purchase agreement (the "**SPA**"), pursuant to which C4T will issue, and Licensee or its Affiliate will purchase, shares of capital stock of C4T on the terms and conditions set forth therein.

Now, Therefore, in consideration of the foregoing premises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, C4T and Licensee hereby agree as follows:

1. Definitions

1.1 "**Accounting Standard**" shall mean, with respect to a Party or its Affiliate or Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T), International Financial Reporting Standards (IFRS) or Generally Acceptable Accounting Principles (GAAP), as such Party, Affiliate or Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) uses for its financial reporting obligations, in each case, consistently applied.

1.2 "**Additional Active(s)**" shall mean any active pharmaceutical ingredient(s) that is not the Compound.

1.3 "**Affiliate**" shall mean any company or entity controlled by, controlling, or under common control with a Party or another entity, whether now or in the future. An entity is an Affiliate under this Agreement only so long as or once it satisfies the definition of Affiliate. For the purpose of this definition, an entity shall be deemed to "**control**" another entity, if it owns directly or indirectly, more than fifty percent (50%) of the outstanding voting securities, capital stock, or other comparable equity or ownership interest of such entity, or exercises equivalent influence over such entity.

1.4 "**Agreement**" shall have the meaning provided in the introductory paragraph of this Agreement.

1.5 "**Annual Aggregate C4T Net Sales**" shall mean, with respect to any Calendar Year, aggregate C4T Net Sales of all Products by C4T, its Affiliates and (sub)licensees to Third Parties in the Field in the C4T Territory. [*].

1.6 "**Annual Aggregate Licensee Net Sales**" shall mean, with respect to any Calendar Year, aggregate Licensee Net Sales of all Products by Licensee, its Affiliates and Sublicensees to Third Parties in the Field in the Licensee Territory.

1.7 "**Agreement Payments**" shall have the meaning provided in Section 9.3(b).

1.8 "**Alliance Manager**" shall have the meaning provided in Section 7.6.

1.9 "**Anti-Corruption Laws**" shall mean, the U.S. Foreign Corrupt Practices Act, as amended, the UK Bribery Act 2010, as amended, the PRC Anti-Unfair Competition Law and the PRC Criminal Law, as amended, and any other applicable anti-corruption laws and laws for the prevention of fraud, racketeering, money laundering or terrorism, as amended.

1.10 "**Applicable Laws**" shall mean the applicable provisions of any and all national, supranational, regional, state and local laws, treaties, statutes, rules, regulations, administrative codes, guidance, ordinances, judgments, decrees, directives, injunctions, orders, permits (including Regulatory Approvals) of or from any court, arbitrator, securities exchange, Governmental Authority, Regulatory Authority or governmental agency or authority having jurisdiction over or related to the subject item or subject person, including the Anti-Corruption Laws, securities laws, Export Control Laws, data protection and privacy laws, the PRC Administrative Regulations on Human Genetic Resources, the Biosecurity Laws of the PRC, and other comparable laws.

1.11 "**Bankruptcy Event**" shall have the meaning provided in Section 13.2(e).

1.12 "**Bankruptcy Laws**" shall have the meaning provided in Section 13.5.

1.13 [*].

1.14 [*].

1.15 "**Business Day**" shall mean any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to close in the Commonwealth of Massachusetts, U.S., the Hong Kong Special Administrative Region or Beijing, the PRC.

1.16 "**C4T Indemnitees**" shall have the meaning provided in Section 14.1.

1.17 "**C4T Know-How**" shall mean any and all Know-How that (i) is Controlled by C4T or any of its Affiliates as of the Effective Date and during the Term, and (ii) [*] for the Development, making, Manufacture, use, sale, exportation and importation, distribution, or Commercialization of the Compound or Products in the Field in the Licensee Territory. For clarity, C4T Know-How includes Know-How contained in C4T Licensed Patents and Product Inventions but shall not include any Know-How that is solely related to any Additional Active or other compound or product Controlled by C4T or any of its Affiliates, i.e., not related to the Compound or Products or any combination with the Compounds or Products. [*].

1.18 "**C4T Net Sales**" shall mean, with respect to a Product, Net Sales of the Product by or on behalf of C4T or any of its Affiliates or (sub)licensees in the Field in the C4T Territory to Third Parties.

1.19 "**C4T** [*] **Patents**" shall mean the Patents in the Licensee Territory that are, (i) as of the Effective Date and during the Term, owned or Controlled by C4T or any of its Affiliates, and (ii) related to the [*] binding portion of Compound and [*] for the Development, making, Manufacture, use, sale, exportation and importation, distribution or Commercialization of the Compound or Products in the Field in the Licensee Territory, as well as any Patents in the Licensee Territory arising from or claiming benefit of any of the foregoing Patents. [*].***[*]***

1.20 "**C4T Licensed Patents**" shall mean C4T Product Patents and C4T Other Patents. [*].

1.21 "**C4T** [*] **Patents**" shall mean the Patents in the Licensee Territory licensed to C4T by a Third Party as of the Effective Date that are related to [*] of the Compound and [*] for the Development, making, Manufacture, use, sale, exportation and importation, distribution or Commercialization of the Compound or Products in the Field in the Licensee Territory, as well as any Patents in the Licensee Territory arising from or claiming benefit of any of the foregoing Patents. [*].

1.22 "**C4T Other Patents**" shall mean [*] and [*].

1.23 "**C4T Product Patents**" shall mean the Patents that are (i) owned or Controlled by C4T or any of its Affiliates as of the Effective Date and during the Term, and (ii) related to the Compound or Products and [*] for the Development, making, Manufacture, use, sale, exportation and importation, distribution or Commercialization of the Compound or Products in the Field in the Licensee Territory, as well as any Patents in the Licensee Territory arising from or claiming benefit of any of the foregoing Patents; *provided*, *however*, C4T Product Patents does not include C4T Other Patents or any Patent that is solely related to any Additional Active or other compound or product Controlled by C4T or any of its Affiliates, i.e., not related to the Compound or Products or any combination with the Compounds or Products. [*]. For clarity, C4T Product Patents shall include, but not be limited to, Product Invention Patents. [*].

1.24 "**C4T Product Technology**" shall mean C4T Know-How and C4T Product Patents.

1.25 "**C4T Royalty Term**" shall have the meaning provided in Section 8.6(b).

1.26 "**C4T Technology**" shall mean the C4T Product Technology and C4T Other Patents.

1.27 "**C4T Territory**" shall mean anywhere in the world other than the Licensee Territory.

1.28 "**Calendar Quarter**" shall mean each period of three (3) consecutive months commencing on January 1, April 1, July 1 or October 1.

1.29 "**Calendar Year**" shall mean each period of twelve (12) consecutive months commencing on January 1.

1.30 "**CDx**" shall have the meaning provided in Section 3.6.

1.31 "**CMC Information**" shall mean information related to the chemistry, manufacturing and controls of the Compound or Products, as specified by the applicable Regulatory Authorities.

1.32 "**CMO**" shall have the meaning provided in Section 5.1.

1.33 "**Combination Product**" shall mean a Product comprising the Compound and one (1) or more Additional Active(s), where the Compound and the Additional Active(s) are [*].

1.34 "**Commercialization**" shall mean, with respect to a product, all activities undertaken before and after obtaining Regulatory Approvals relating specifically to the pre-launch, launch, promotion, detailing, medical education and medical liaison activities, marketing, pricing, reimbursement, sale, and distribution of such product, including strategic marketing, sales force detailing, advertising, market product support, all customer support, product distribution, and invoicing and sales activities. "**Commercialize**" and "**Commercializing**" shall have the correlative meanings.

1.35 "**Commercialization Plan**" shall have the meaning provided in Section 6.2.

1.36 "**Commercialization Report**" shall have the meaning provided in Section 6.3.

1.37 "**Commercially Reasonable Efforts**" shall mean, with respect to a Party's obligation under this Agreement to conduct a particular activity, [*].

1.38 "**Compound**" shall mean CFT8919, the chemical structure of which C4T has disclosed to Licensee in writing.

1.39 "**Confidential Information**" shall mean all information and other proprietary scientific, technical, marketing, financial or commercial information or data, which is generated by or on behalf of a Party or its Affiliates and which one Party or any of its Affiliates has furnished or made available to the other Party or its Affiliates, whether in oral, written or electronic form. [*].

1.40 "**Control**" of a Party (including any variations such as "**Controlled**" and "**Controlling**") shall mean, with respect to any material (including Regulatory Materials), Know-How, Patents or other intellectual property rights, possession by such Party of the right, power and authority (whether by ownership, license or otherwise, other than by virtue of any rights granted under this Agreement) to grant access to, to grant use of, or to grant a license or a sublicense to such Know-How, Patents or intellectual property rights [*].

1.41 "**Core Data Sheet**" shall mean, with respect to a Product, a document prepared and maintained by C4T in the ordinary course of business consistent with its past practices and industry standards setting forth material information relating to safety, efficacy, indications, dosing, pharmacology, and other information concerning such Product, that serves as a global reference document and the basis for local labeling for use in Regulatory Materials and discussions with Regulatory Authorities with respect to such Product.

1.42 "**Cover**" shall mean, with respect to a claim of a pending (if such pending claim were to issue) or issued Patent, that the Development, making, Manufacture, Commercialization, use, offering for sale, sale, distribution, exportation, or importation of [*]. "**Covered**" and "**Covering**" shall have the correlative meanings. [*].

1.43 "**Data**" shall mean all data, including CMC Information, non-clinical data, preclinical data and clinical data, animal data, and quality control data, generated by or on behalf of a Party or its Affiliates or their respective (sub)licensees pursuant to activities conducted under this Agreement.

1.44 "**Development**" shall mean, with respect to a product, all activities conducted after the Effective Date relating to non-clinical, preclinical and clinical trials, toxicology testing, statistical analysis, publication and presentation of study results with respect to such product, and the reporting, preparation and submission of regulatory applications for obtaining, registering and maintaining Regulatory Approval of such product. "**Develop**" and "**Developing**" shall have the correlative meanings.

1.45 "**Development Plan**" shall have the meaning provided in Section 3.2.

1.46 "**Disclosing Party**" shall have the meaning provided in Section 10.1.

1.47 "**Effective Date**" shall have the meaning provided in the introductory paragraph of this Agreement.

1.48 "**EGFR**" shall mean human epidermal growth factor receptor, UniprotKB – P00533, a protein found on certain types of cells that binds to a substance called epidermal growth factor.

1.49 "**Enrollment Level #1**" shall have the meaning provided in Section 8.3(b).

1.50 "**Enrollment Level #2**" shall have the meaning provided in Section 8.3(b).

1.51 "**Enrollment Level #3**" shall have the meaning provided in Section 8.3(b).

1.52 "**Enrollment Level #4**" shall have the meaning provided in Section 8.3(b).

1.53 "**Enrollment Milestone**" shall have the meaning provided in Section 8.3(b).

1.54 "**Executive Officers**" shall have the meaning provided in Section 7.3.

1.55 "**Export Control Laws**" shall mean all applicable U.S. laws and regulations relating to (a) sanctions and embargoes imposed by the Office of Foreign Assets Control of the U.S. Department of Treasury or (b) the export or re-export of commodities, technologies, or services, including the Export Administration Act of 1979, 24 U.S.C. §§ 2401-2420, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-1706, the Trading with the Enemy Act, 50 U.S.C. §§ 1 et. Seq., the Arms Export Control Act, 22 U.S.C. §§ 2778 and 2779, and the International Boycott Provisions of Section 999 of the U.S. Internal Revenue Code of 1986 (as amended).

1.56 "**FDA**" shall mean the U.S. Food and Drug Administration and any successor entity thereto.

1.57 "**Field**" shall mean all uses in humans.

1.58 "**First Commercial Sale**" shall mean, with respect to a Product, (a) in the case of Licensee, the first sale by or on behalf of Licensee or its Affiliate or Sublicensee of the Product to a Third Party in a Region in the Licensee Territory after Regulatory Approval for such Product in such Region, and (b) in the case of C4T, the first sale by or on behalf of C4T or its Affiliate or

(sub)licensee of the Product to a Third Party in a country in the C4T Territory after Regulatory Approval for such Product in such country. [*].

1.59 "**Force Majeure Event**" shall have the meaning provided in Section 16.10.

1.60 "**Fully Burdened Manufacturing Cost**" shall mean, with respect to any Compound or Product supplied by or on behalf of either Party to the other Party: [*].

1.61 "**GCP**" shall mean the applicable then-current standards, practices and procedures for good clinical practices promulgated or endorsed by NMPA or any applicable Regulatory Authority, as may be updated from time to time, including but not limited to, as applicable, (a) as set forth in the ICH Harmonized Tripartite Guideline for Good Clinical Practice (CPMP/ICH/135/95) and any other guidelines for good clinical practice for trials on medicinal products, (b) the Declaration of Helsinki (2013) as last amended at the 64th World Medical Association in October 2013 and any further amendments or clarifications thereto, (c) as set forth in the PRC Good Clinical Practice for Pharmaceuticals, as released by the NMPA in 2020, and its subsequent amendments, and (d) the equivalent Applicable Laws in any relevant jurisdiction, each as may be amended and applicable from time to time and in each case, that provide for, among other things, assurance that the clinical data and reported results are credible and accurate and protect the rights, integrity, and confidentiality of trial subjects.

1.62 "**Generic Product**" shall mean, with respect a particular Product and a particular Region or country, a product that [*].

1.63 "**Global Trial**" means [*].

1.64 "**GLP**" shall mean the applicable then-current standards, practices and procedures for good laboratory practices promulgated or endorsed by NMPA or any applicable Regulatory Authority, as may be updated from time to time.

1.65 "**GMP**" shall mean the applicable then-current standards, practices and procedures for good manufacturing practices promulgated or endorsed by NMPA or any applicable Regulatory Authority, as may be updated from time to time, including but not limited to, as applicable, (a) the PRC Good Manufacturing Practices for Pharmaceuticals effective as of March 1, 2011 and its appendices, (b) the principles detailed in the applicable ICH guidelines, and (c) the equivalent Applicable Laws in any relevant jurisdiction, each as may be amended and applicable from time to time.

1.66 "**Governmental Authority**" shall mean any multi-national, national, federal, state, local, municipal, provincial or other governmental authority of any nature (including any governmental division, prefecture, subdivision, department, agency, bureau, branch, office, commission, council, court or other tribunal).

1.67 "**HGR**" shall have the meaning provided in Section 11.4(a).

1.68 "**HGR Agency**" shall have the meaning provided in Section 11.5(c).

1.69 "**ICH**" shall mean the International Council for Harmonization of Technical Requirements for Pharmaceuticals for Human Use.

1.70 "**IND**" shall mean an investigational new drug application or equivalent application filed with the applicable Regulatory Authority, which application is required to commence clinical trial in humans in the applicable jurisdiction.

1.71 "**IND Approval in China**" shall mean, with respect to any Product, the receipt of a notice of acceptance of an IND submission from NMPA by the relevant applicant in connection with the IND filing, or [*].

1.72 "**Indemnitee**" shall have the meaning provided in Section 14.3.

1.73 "**Indemnitor**" shall have the meaning provided in Section 14.3.

1.74 "**Initial Know-How Transfer**" shall have the meaning provided in Section 2.6.

1.75 "**Invention**" shall mean any inventions and/or discoveries, including processes, manufacture, composition of matter, Know-How, methods, assays, designs, protocols, and formulas, and improvements or modifications thereof, patentable or otherwise, that are generated, developed, conceived or reduced to practice (constructively or actually) by or on behalf of a Party or its Affiliates or their respective (sub)licensees in the course of performing activities under this Agreement during the Term, including all rights, title and interest in and to the intellectual property rights therein and thereto.

1.76 [*].

1.77 "**JMC**" shall mean a Joint Manufacturing Committee as provided in Section 7.7(a).

1.78 "**Jointly Owned Other Invention Patents**" shall have the meaning provided in Section 12.1(e).

1.79 "**Jointly Owned Other Inventions**" shall have the meaning provided in Section 12.1(e).

1.80 "**JSC**" shall mean a Joint Steering Committee, as provided in Section 7.1.

1.81 "**Know-How**" shall mean all technical, scientific, regulatory and other information, records, materials, results, knowledge, technology, techniques, Data and Regulatory Materials, in any tangible and intangible form and whether or not confidential or proprietary, whether or not patentable, invention disclosures, plans, Inventions, methods, processes, practices, methods, knowledge, know how, show-how, skill, experience, biomarkers, ideas, trade secrets, concepts, test data (including pharmacological, toxicological, preclinical, nonclinical and clinical test data), analytical and quality control data, formulae, formulations, specifications, marketing, pricing, distribution, cost, sales, and manufacturing data or descriptions. For clarity, Know-How shall include, but not be limited to, Product Inventions and Licensee Combination Product Inventions, but does not include Patents.

1.82 "**Know-How Transfer**" shall have the meaning provided in Section 2.6.

1.83 "**Know-How Transfer Plan**" shall have the meaning provided in Section 2.6.

1.84 "**License**" shall mean, collectively, the licenses and sublicense granted by C4T to Licensee pursuant to Section 2.1.

1.85 "**Licensee**" shall have the meaning provided in the introductory paragraph of this Agreement.

1.86 "**Licensee Combination Product**" shall mean Combination Products comprising the Compound and an Additional Active [*].

1.87 "**Licensee Combination Product Inventions**" shall have the meaning provided in Section 12.1(c).

1.88 "**Licensee Combination Product Invention Patents**" shall have the meaning provided in Section 12.1(c).

1.89 "**Licensee Indemnitees**" shall have the meaning provided in Section 14.2.

1.90 "**Licensee Know-How**" shall mean any and all Know-How (including Data and Regulatory Materials) with respect to the Compound or the Products, which Know-How is (a) Controlled by Licensee or any of its Affiliates as of the Effective Date or during the Term, and (b) [*] for the Development, Manufacture or Commercialization of the Compound or Products [*]. Notwithstanding the foregoing, Licensee Know-How shall not include any Know-How that is solely related to any Additional Active or [*].

1.91 "**Licensee Net Sales**" shall mean, with respect to a Product, Net Sales of the Product by or on behalf of Licensee or any of its Affiliates or Sublicensees in the Field in the Licensee Territory to Third Parties.

1.92 "**Licensee Patents**" shall mean any and all Patents that (i) as of the Effective Date and during the Term, are Controlled by Licensee or any of its Affiliates, and (ii) are [*] for the Development, Manufacture or Commercialization of the Compound or Products [*]. Notwithstanding the foregoing, Licensee Patents shall not include any Patent that is solely related to any Additional Active or [*].

1.93 "**Licensee Royalty Term**" shall have the meaning provided in Section 8.6(a).

1.94 "**Licensee Technology**" shall mean the Licensee Know-How and Licensee Patents.

1.95 "**Licensee Territory**" shall mean the mainland China, Taiwan, the Hong Kong Special Administrative Region and the Macau Special Administrative Region (each a "**Region**" in the Licensee Territory).

1.96 "**Losses**" shall have the meaning provided in Section 14.1.

1.97 "**MAA**" shall mean an application for the authorization for marketing of a Product, including NDA, all amendments and supplements thereto, filed with any Regulatory Authority to gain approval to market the Product in a given jurisdiction or country.

1.98 "**Manufacture**" and "**Manufacturing**" shall mean, with respect to a product, or the active pharmaceutical ingredient in a product, activities directed to manufacturing, processing, filling, finishing, packaging, labeling, quality control, quality assurance testing, serving as the qualified person, and release, post-marketing validation testing, inventory control and management, storing and transporting such product, or active pharmaceutical ingredient, including oversight and management of vendors therefor.

1.99 "**Manufacture Process**" shall have the meaning provided in Section 5.4.

1.100 "**Manufacture Technology Transfer**" shall have the meaning provided in Section 5.3.

1.101 "**Manufacture Technology Transfer Completion**" shall have the meaning provided in Section 5.3.

1.102 "**Manufacture Technology Transfer Milestone Payment**" shall have the meaning provided in Section 8.2.

1.103 "**NDA**" shall mean a new drug application or similar application or submission filed with or submitted to any Regulatory Authority to obtain permission to commence marketing and sales of a pharmaceutical product in any particular jurisdiction.

1.104 "**Net Sales**" shall mean, with respect to a Product, [*].

1.105 [*].

1.106 "**NMPA**" shall mean the National Medical Products Administration and any successor entity thereto or its provincial or local counterpart.

1.107 "**NSCLC**" shall mean non-small cell lung cancer.

1.108 "**OFAC**" shall have the meaning provided in Section 11.2(k).

1.109 [*].

1.110 "**Party**" shall mean Licensee or C4T individually, and "**Parties**" shall mean Licensee and C4T collectively.

1.111 "**Patents**" shall mean patents and patent applications, including provisional applications, continuations, continuations-in-part, continued prosecution applications, divisions, substitutions, reissues, additions, renewals, reexaminations, extensions, term restorations, confirmations, registrations, revalidations, revisions, priority rights, requests for continued examination and supplementary protection certificates granted in relation thereto, as well as utility models, innovation patents, petty patents, patents of addition, inventor's certificates, and equivalents in any country or jurisdiction.

1.112 "**Patent Coordinator**" shall have the meaning provided in Section 12.5.

1.113 "**Perceptive Agreement**" shall have the meaning provided in **Exhibit E**.

1.114 "**Phase 1 Study**" shall mean a clinical trial of a Compound or Product, the principal purpose of which is to evaluate the safety, tolerability, pharmacokinetics and pharmacodynamics of such Compound or Product, as described in 21 C.F.R. 312.21(a), or a comparable clinical trial described by the relevant Regulatory Authority or Applicable Law in a country other than the United States.

1.115 "**PRC**" shall mean the People's Republic of China, which, for purposes of this Agreement, does not include the Hong Kong Special Administrative Region, the Macau Special Administrative Region, or Taiwan.

1.116 "**Product**" shall mean any pharmaceutical composition or product containing or comprising the Compound as an active pharmaceutical ingredient (whether alone as the sole

active pharmaceutical ingredient or as a combination with other active pharmaceutical ingredient(s) or product(s)) in any form, presentation, formulation or dosage form.

1.117 "**Product Inventions**" shall have the meaning provided in Section 12.1(b).

1.118 "**Product Invention Patents**" shall have the meaning provided in Section 12.1(b).

1.119 [*].

1.120 "**Publication**" shall have the meaning provided in Section 10.5.

1.121 "**Receiving Party**" shall have the meaning provided in Section 10.1.

1.122 **"Records**" shall have the meaning provided in Section 5.5.

1.123 "**Registrational Study**" shall mean, with respect to a Product, [*].

1.124 "**Regulatory Approval**" shall mean any and all approvals, licenses, permits, registrations or authorizations of or from any Regulatory Authority that are necessary to market and sell a pharmaceutical product in any country, Region or other jurisdiction.

1.125 "**Regulatory Authority**" shall mean any country, federal, supranational, state or local regulatory agency, department, bureau or other governmental or regulatory authority having the administrative authority to regulate the development or marketing of pharmaceutical products in any country, Region or other jurisdiction.

1.126 "**Regulatory Exclusivity**" shall mean marketing or manufacturing exclusivity conferred by the applicable Regulatory Authority in a country or jurisdiction on the holder of a marketing approval for a pharmaceutical product in such country or jurisdiction, including, by way of example and not of limitation, regulatory data exclusivity, orphan drug exclusivity, new chemical entity exclusivity and pediatric exclusivity.

1.127 "**Regulatory Filings**" shall mean (a) applications, submissions, filings (including all INDs and MAAs); and (b) data contained or relied upon in any of the foregoing, in each case relating to the Compound or a Product submitted to a Regulatory Authority.

1.128 "**Regulatory Materials**" shall mean, with respect to a product, Regulatory Filings, notifications, communications, correspondence, Regulatory Approvals made to, received from or otherwise conducted with a Regulatory Authority in order to Develop, Manufacture, market, sell or otherwise Commercialize such product in a particular country or jurisdiction.

1.129 "**Remedial Action**" shall have the meaning provided in Section 4.7.

1.130 "**Royalty Payment Statement**" shall have the meaning provided in Section 9.1.

1.131 "**Royalty Term**" shall have the meaning provided in Section 8.6(b).

1.132 "**Rules**" shall have the meaning provided in Section 15.2.

1.133 "**Safety Reasons**" shall mean [*].

1.134 "**SEC**" shall have the meaning provided in Section 10.4(a).

1.135 "**Single Agent Phase 1 Trial for NSCLC**" shall have the meaning provided in Section 3.3(a)(i).

1.136 "**Single Agent Registrational Trial for NSCLC**" shall have the meaning provided in Section 3.3(b)(i).

1.137 "**Single Agent Trials**" shall have the meaning provided in Section 3.3(b).

1.138 "**Solely Owned Other Inventions**" shall have the meaning provided in Section 12.1(d).

1.139 "**Solely Owned Other Invention Patents**" shall have the meaning provided in Section 12.1(d).

1.140 "**Sublicensee**" shall mean any Third Party to whom Licensee has directly or indirectly granted a sublicense under all or any portion of the License.

1.141 "**Subsequent Know-How Transfer**" shall have the meaning provided in Section 2.6.

1.142 [*].

1.143 "**Tax(es)**" shall have the meaning provided in Section 9.3(a).

1.144 "**Technology Transfer Plan**" shall have the meaning provided in Section 5.3.

1.145 "**Term**" shall have the meaning provided in Section 13.1.

1.146 "**Third Party**" shall mean any entity other than Licensee and its Affiliates and C4T and its Affiliates.

1.147 "**Third Party Claims**" shall have the meaning provided in Section 14.1.

1.148 "**Third Party IP**" shall have the meaning provided in Section 2.7.

1.149 "**Third Party IP License**" shall have the meaning provided in Section 2.7.

1.150 "**United States**" or "**U.S.**" shall mean the United States of America and its territories and possessions.

1.151 "**Upfront Payment**" shall have the meaning provided in Section 8.1.

1.152 "**US$**" or "**U.S. Dollars**" shall mean U.S. dollars, the lawful currency of the U.S.

1.153 "**Valid Claim**" shall mean a claim contained in (a) an issued and unexpired Patent, which claim has not been found to be unpatentable, invalid, revocable or unenforceable by a decision of a court or other authority of competent jurisdiction in the subject country or jurisdiction, which decision is unappealable or unappealed within the time allowed for appeal, and has not been admitted to be invalid or unenforceable through abandonment, reissue, disclaimer or otherwise, or (b) a Patent application that [*].

2. License

2.1 License Grants. Subject to the terms and conditions of this Agreement [*], C4T (on behalf of itself and its Affiliates) hereby grants to Licensee, during the Term:

(a) an exclusive [*], royalty-bearing license, with the right to sublicense (solely in accordance with Section 2.2), under the C4T Product Technology and C4T [*] Patents solely to Develop, make, Manufacture, use, sell, export (within the Licensee Territory) and import,

distribute and Commercialize the Compound and Products in the Field in the Licensee Territory; and

(b) an exclusive [*], royalty-bearing sublicense, with the right to sublicense (solely in accordance with Section 2.2), under the C4T [*] Patents solely to Develop, make, Manufacture, use, sell, export (within the Licensee Territory) and import, distribute and Commercialize the Compound and Products in the Field in the Licensee Territory.

For clarity, the licenses and sublicense granted to Licensee under this Section 2.1 do not extend to [*].

2.2 Sublicense Rights

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(a) Right to Sublicense. Subject to the terms and conditions of this Agreement, Licensee shall have the right to grant sublicenses [*] under the Licenses to (i) an Affiliate of Licensee, or (ii) [*].

(b) Sublicense Terms. Any sublicense granted by Licensee under this Agreement shall be (i) in writing and (ii) subject to and consistent with, the terms and conditions of this Agreement. [*]. Licensee will be responsible for ensuring that the performance by any of its Affiliates and Sublicensees hereunder that are exercising rights under a sublicense hereunder is consistent with the applicable terms of this Agreement. Licensee shall be responsible for any actions of its Affiliates and Sublicensees to the same extent as if such actions had been taken by Licensee itself [*]. Licensee shall be liable for the failure of its Affiliates and Sublicensees to comply with the relevant obligations under this Agreement and shall, at its own cost, enforce compliance by its Affiliates and Sublicensees with the terms of the sublicense agreement and any provisions of this Agreement that are applicable to Sublicensees.

2.3 Negative Covenants. Licensee hereby covenants not to practice, [*] any C4T Technology for any purpose except as expressly authorized in this Agreement.

2.4 No Implied Licenses; Retained Rights. No right or license under any Patents or Know-How of either Party is granted or shall be granted by implication. All such rights or licenses are or shall be granted only as expressly provided in the terms of this Agreement or unless agreed by the Parties in writing. C4T hereby expressly reserves all rights under the C4T Technology not expressly licensed or sublicensed to Licensee in Section 2.1, including [*].

2.5 Grant-Back License to C4T. Licensee hereby grants to C4T (a) an exclusive [*] and royalty-bearing (in accordance with Section 8.5(b)) license, with the right to sublicense (but not further sublicense) to any Affiliate of C4T and, [*], under Licensee Technology, solely to Develop, Manufacture and Commercialize the Compound or Products in the C4T Territory, whether in or outside the Field, or outside the Field in the Licensee Territory and (b) a non-exclusive, fully-paid and royalty-free license, with the right to sublicense [*] to any Affiliate of C4T and, [*], under Licensee Technology, solely to: [*].

2.6 Know-How Transfer. As soon as possible and no later than [*] after C4T's receipt of the Upfront Payment, C4T will provide and transfer [*] to Licensee copies of C4T Know-How (other than the relevant manufacturing technology, the transfer of which will be performed pursuant to Section 5.3) in C4T's possession as of the Effective Date that is [*] for

Licensee's performance (either by itself, or through its Affiliates, Sublicensees or subcontractors) of this Agreement (the "**Initial Know-How Transfer**"). C4T shall make such C4T Know-How available in such form as [*] requested by Licensee. As soon as possible and no later than [*] after the Effective Date, C4T shall develop and submit to [*] a draft Know-How transfer plan (the "**Know-How Transfer Plan**"), which plan, among other things, will set forth a reasonable process (including a verification and acceptance standard and procedure) and schedule for the transfer of all C4T Know-How that comes to be in C4T's possession after the Effective Date and is [*] for Licensee (either itself, or through its Affiliates or subcontractors) to perform this Agreement (the "**Subsequent Know-How Transfer**", together with the Initial Know-How Transfer, the "**Know-How Transfer**"). [*] will review and discuss, and determine whether to approve the Know-How Transfer Plan no later than [*] following C4T's submission of such plan. The Know-How Transfer Plan shall provide that (i) C4T shall provide all [*] assistance to Licensee to complete the Know-How Transfer; (ii) C4T shall make available [*] quantities of materials and information required to support the ongoing Know-How Transfer; (iii) C4T shall make available qualified personnel to assist with the performance of the Know-How Transfer and C4T shall provide [*] of hours of free technical support, consultation and assistance [*] with qualified personnel in connection with the Know-How Transfer; and (iv) C4T shall report on the performance and status of the Subsequent Know-How Transfer to[*]. The completion of the Know-How Transfer shall be subject to [*] to be agreed by the Parties in the Know-How Transfer Plan.

2.7 Future Third Party In-License.

(a) C4T shall remain solely responsible for the payment of all royalties, license fees, milestone payments, and other payment obligations under all agreements entered into by C4T with any Third Parties prior to the Effective Date. After the Effective Date, if either Party becomes aware of any Patent or Know-How that is owned or controlled by a Third Party and is necessary or reasonably useful for the Development, Manufacture or Commercialization of the Compound or Products in the Field (such Patent or Know-How, "**Third Party IP**"), then such Party shall bring such matter to the attention of the other Party and the Parties shall discuss whether it is advisable for the Parties to obtain a license under Third Party IP for the Compound or Products in the Licensee Territory.

(b) As between the Parties, C4T shall have the first right (but not the obligation) to obtain a license under such Third Party IP for the Compound or Product. If C4T obtains such a license (a "**Third Party IP License**"), such Third Party IP, to the extent falling within the definition of the C4T Technology, shall be included in the C4T Technology and sublicensed to Licensee under the terms and conditions of this Agreement, in which case, C4T shall be responsible for and pay for [*] of the payments due to such Third Party under such Third Party IP License [*].

(c) If C4T decides not to obtain such Third Party IP License, Licensee shall have the right to obtain such Third Party IP License solely for the Licensee Territory, in which case, Licensee shall be responsible for and pay for [*] of the payments due to such Third Party under such Third Party IP License [*].

(d) Notwithstanding the foregoing, if the purpose of obtaining any Third Party IP License is [*], such Third Party IP shall automatically be included in the C4T Technology and

sublicensed to Licensee under the terms and conditions of this Agreement and C4T shall be [*] due to such Third Party under such Third Party IP License.

2.8 Combination Products. Notwithstanding any other provision of this Agreement, for purposes of the license and sublicense grants under Section 2.1, with respect to any Product that is a Combination Product, such license will only include a license with respect to the Compound component of such Combination Product and will not include [*].

2.9 [*].

3. Development.

3.1 Overview; Diligence. Except as expressly provided herein, Licensee (itself and through its Affiliates and their respective Sublicensees) shall be responsible, at its own expense, for the Development of the Products in the Field in the Licensee Territory. Without limiting the generality of the foregoing, each Party shall [*] (i) Develop the Products in its territory in accordance with the Development Plan(s); (ii) perform the Development activities set forth in the Development Plan(s), including patient-enrollments, IND and NDA filings and other Development activities in its territory set forth in the Development Plan(s) for Global Trials sponsored by C4T; and (iii) obtain Regulatory Approvals for the Products in its territory. Without limiting the generality of the foregoing, C4T shall file an IND and, if appropriate, NDAs, for the Products in the C4T Territory in accordance with the timeline set forth in the Development Plan(s), including, but not limited to, filing an IND with the FDA with respect to the Products in the United States [*], and Licensee shall file an IND with the NMPA as promptly as possible, but in any event no later than [*] after the filing of the first IND with respect to a Product in the United States.

3.2 Development Plan.

(a) Initial Development Plan. As of the Effective Date, the Parties have agreed to an initial plan for the Development of the Products in the Field in the Licensee Territory, as set forth in **Exhibit C** (such plan, as updated, supplemented or amended from time to time by the JSC in accordance with this Agreement, the "**Development Plan**"). The Development Plan shall set forth with reasonable details, inter alia, the scope and budget of the Development activities to be conducted by or on behalf of Licensee in order to obtain Regulatory Approvals for the Products in the Field in the Licensee Territory, covering [*]. Following the Effective Date of this Agreement, the JSC shall discuss, review, and agree upon any subsequent details, amendments, supplements or updates to the then-current Development Plan, which shall be subject to approval by the JSC in accordance with Sections 7.1 and 7.3.

(b) Supplemental Development Plan for Additional Global Trials. C4T shall have the exclusive right to plan and conduct one (1) or more Global Trial(s) of the Product as a single agent or in combination with [*] or other compounds. Subject to Sections 3.3 and 3.4, C4T or its designee shall lead and shall be the sponsor of each such Global Trial and shall have the final decision-making authority with respect to any and all matters relating to any and all such Global Trials, [*]; *provided* that [*]. If C4T decides to include a Region in the Licensee Territory in any Global Trial, C4T shall share with Licensee through the JSC a supplemental plan for the activities of such Global Trial to be conducted in the Licensee Territory, setting forth each Party's responsibilities. The JSC will review and discuss, and the JSC will determine

whether to approve such supplemental plan. Once approved by the JSC, such supplemental plan shall be included in and become part of the Development Plan. In lieu of a supplemental plan for the Development activities of such Global Trial to be conducted in the Licensee Territory, the Parties may propose to the JSC a supplemental plan for Licensee to conduct Development activities in the Licensee Territory [*]. Such supplemental plan, once approved by the JSC, will be part of the Development Plan.

(c) Implementation of Development Plan. Each Party shall [*] carry out the activities allocated to it in the Licensee Territory in accordance with the then current Development Plan and bear its share of the Development costs according to the costs distribution as set forth herein and therein or as otherwise agreed by the Parties.

3.3 Single Agent Trial for NSCLC.

(a) Single Agent Phase 1 Trials.

(i) The Parties agree that there will be one Phase 1 Study conducted in the Licensee Territory and one in the C4T Territory for evaluating the Product as a single agent in NSCLC (each, a "**Single Agent Phase 1 Trial for NSCLC**" and, together, the "**Single Agent Phase 1 Trials for NSCLC**"). C4T shall be the sponsor of the Single Agent Phase 1 Trial for NSCLC to be conducted in the C4T Territory and, if required by Applicable Laws, also the sponsor or co-sponsor (with Licensee) of the Single Agent Phase 1 Trial for NSCLC to be conducted in the Licensee Territory.

(ii) C4T shall have all decision rights and control over the Single Agent Phase 1 Trial for NSCLC to be conducted in the C4T Territory and, even if C4T is the sponsor or co-sponsor of the Single Agent Phase 1 Trial for NSCLC to be conducted in the Licensee Territory, Licensee shall have final decision rights and control over the Single Agent Phase 1 Trial for NSCLC in the Licensee Territory, except [*], in which case, such matter shall be submitted to the JSC for its review, discussion and approval, and, if the JSC cannot reach an agreement as to any such matter (subject to the escalation procedures set forth in Section 7.3(a)), then (A) Licensee shall have the final decision-making authority with respect to [*]; and (B) C4T shall have final decision-making authority on [*].

(iii) Each Party shall have the right to access and use the Data from and to provide advice to the other Party on the Single Agent Phase 1 Trial for NSCLC conducted in such other Party's territory. Each Party shall consider [*] and, when [*], implement the other Party's recommendations on matters that fall under such other Party's decision-making authority.

(iv) Each Party shall be responsible for (i) [*] of all costs arising from activities conducted in its territory with respect to such Party's Single Agent Phase 1 Trial for NSCLC, including the costs of enrolling patients, and (ii) [*] of application and regulatory fees and other reasonable Development activities of such Party required for Developing the Product in its territory during the Term by such Party. Licensee shall be responsible for [*] of the Fully Burdened Manufacturing Cost of any Compound or Product supplied by C4T to Licensee.

(b) Single Agent Registrational Trial.

(i) C4T plans to sponsor and conduct a Global Trial, as a Registrational Study (the "**Single Agent Registrational Trial for NSCLC**") of the Product as a single agent for

NSCLC and intends to include all or certain Region(s) in the Licensee Territory in such Global Trial. Licensee shall participate in such Global Trial in accordance with then current Development Plan. Licensee shall be entitled to (A) submit to the NMPA an IND application for such Product in Licensee's name; and (B) recruit patients and conduct other Development activities in accordance with the Development Plan. If Licensee [*] its patient enrollment goal in the Licensee Territory as set forth in the Development Plan for this trial as then in effect while C4T has [*] its patient enrollment goal in the C4T Territory as set forth in the Development Plan, Licensee shall have the right (but not the obligation) to continue the study to meet the NMPA's requirements for a Registrational Study and submit an NDA application on its own in the Licensee Territory. If Licensee is not permitted by Applicable Laws to be the sole registered applicant of the IND application or NDA application for the Product in the Licensee Territory, Licensee shall be entitled to (A) submit to the NMPA, as C4T's agent, an IND application for such Product in C4T's name; and (B) submit an NDA application for such Product in the names of Licensee and C4T in the Licensee Territory, and C4T shall provide Licensee with all reasonable assistance and cooperation in furtherance of the fulfillment of Licensee's rights under this paragraph.

(ii) Licensee shall be responsible for (i) [*] of all costs arising from activities conducted by or on behalf of Licensee in the Licensee Territory with respect to such Single Agent Registrational Trial for NSCLC, including the costs of enrolling patients, (ii) [*] of application and regulatory fees and other reasonable Development activities of Licensee required for Developing the Product in the Licensee Territory during the Term by Licensee, and (iii) [*] of the Fully Burdened Manufacturing Cost of the Compound or Product supplied by C4T to Licensee.

(iii) Subject to Section 7.3, each Party shall have the final decision-making authority with respect to [*] except that C4T shall have final decision-making authority on [*]. Notwithstanding the foregoing, if any decision [*] made by a Party in respect of such Single Agent Registrational Trial for NSCLC [*] on the Development or Commercialization of the Products (including Combination Products) in the other Party's territory, then such matter shall be submitted to the JSC for review, discussion and approval, and, if the JSC cannot reach an agreement as to any such matter, then (A) Licensee shall have the final decision-making authority with respect to [*]; and (B) C4T shall have final decision-making authority on [*].

3.4 C4T Sponsored Global Combination Trials

(a) [*] **for First-Line NSCLC**.

(i) If C4T conducts or prepares to conduct one or more Global Trials to Develop a Combination Product that comprises the Compound and [*] as an Additional Active [*] in the Licensee Territory and the relevant Development Plan for the activities to be conducted in the Licensee Territory has been approved by the JSC, Licensee will, in accordance with such Development Plan (a) [*] submit to the NMPA, as C4T's agent, an IND application of the [*], in C4T's name, as soon as possible within [*] after filing of the first IND with respect to such [*] in the United States, and (b) recruit patients and conduct other Development activities in accordance with such Development Plan for the [*]. Licensee shall, [*] assist and cooperate with the enrollment of patients in the Licensee Territory with respect to such Global Trials on the [*],

at C4T's cost. As between the Parties, C4T shall own all Data and results generated from such Global Trials on the [*]. C4T shall have all decision rights and control over the [*].

(ii) C4T shall be responsible for and if any of the following fees are incurred by Licensee, C4T shall reimburse Licensee for (i) [*] of all costs arising from activities conducted in the Licensee Territory with respect to such [*], including the costs of enrolling patients, (ii) [*] of all (A) application and regulatory fees paid by or on behalf of Licensee and (B) costs arising from other reasonable Development activities required for Developing the [*] in the Licensee Territory by Licensee, and (iii) if Licensee supplies Product for this Global Trial, [*] of the Fully Burdened Manufacturing Cost.

(b) Other Global Trials. C4T shall have the exclusive right to plan and conduct other Global Trial(s) of the Product in combination with agents other than [*]. If C4T decides to include certain Region(s) in the Licensee Territory in such a Global Trial, Licensee shall have the right (but not the obligation) to participate in such Global Trials as an agent of C4T at C4T's cost, in which case, Section 3.4(a) governing the [*] shall apply to such other Global Trial, *mutatis mutandis*, unless agreed by the Parties through the JSC otherwise.

3.5 Licensee Sponsored Combination Trials in the Licensee Territory

(a) Licensee's [*] **for First-Line NSCLC**.

(i) Licensee will have the sole and exclusive right to Develop a Combination Product that comprises the Compound and [*] as an Additional Active [*] in the Licensee Territory [*]. Licensee shall be the Regulatory Approvals holder for any [*] in the Licensee Territory and shall be responsible for all regulatory activities, including obtaining Regulatory Approval, with respect to [*] in the Licensee Territory. [*].

(ii) For clarity, C4T does not have any right or license and shall not Develop or otherwise exploit the [*] in the Licensee Territory, and Licensee does not have any right or license and shall not Develop or otherwise exploit the [*] in the C4T Territory. As between the Parties, Licensee shall own all Data and results generated in the [*]; *provided* that [*].

(iii) Licensee shall bear all costs in connection with any [*] in the Licensee Territory or any other Development activities related to the [*], including [*] of the Fully Burdened Manufacturing Cost of the Compound or Product if the Compound or Product is supplied by C4T to Licensee.

(b) Development of Other Licensee Combination Products in the Licensee Territory. Licensee will have the sole and exclusive right to Develop any other Licensee Combination Products in the Licensee Territory and shall be the holder of Regulatory Approvals for any trials related thereto in the Licensee Territory. [*].

3.6 Companion Diagnostic. The Parties will discuss the details of the development or licensing of a companion diagnostic in connection with the Compound (a "**CDx**") in the JSC, with C4T retaining decision-making authority with respect to [*]. If either Party decides to develop a CDx that may be used in the Licensee Territory, the Parties shall review and discuss the development plan for such CDx in the JSC, with Licensee retaining ultimate decision-making authority with respect to [*]. If either Party becomes aware of any Third Party IP related to a CDx that may be [*] for the Development, Manufacture or Commercialization of the Compound

or Products in the Field, the Parties shall [*] obtain such Third Party IP License in accordance with Section 2.7. For clarity, Licensee shall be the holder of all Regulatory Approvals for the CDx in the Field in the Licensee Territory. Sections 4.1, 4.2 and 4.3 shall apply, *mutatis mutandis*, to the regulatory matters related to any CDx.

3.7 Ownership of Data. As between the Parties, each Party will solely own all Data and results generated in all Development studies sponsored in such Party's (or its designee's) name under this Agreement, and the Parties will jointly own all Data and results generated in Development activities sponsored in both Parties' names. For clarity, all Data generated from any Global Trial in which C4T or its designee acts as the sole sponsor shall be solely owned by C4T and be considered the Confidential Information of C4T, and all Data generated from any Development activities in which Licensee acts as the sole sponsor shall be solely owned by Licensee and be considered the Confidential Information of Licensee, subject to (a) each Party's right to use and reference Data generated from the Single Agent Phase 1 Trial for NSCLC in accordance with Section 3.3(a), (b) [*], and (c) each Party's right to access to the other Party's Regulatory Materials and Data in accordance with Section 4.3.

3.8 Development Records. Each Party shall maintain complete, current and accurate records of all Development activities conducted by or on behalf of it in its respective territory, and all Know-How resulting from such activities. Such records shall fully and properly reflect all work done and results achieved in the performance of the Development activities in good scientific manner appropriate for regulatory and patent purposes. Each Party shall, and shall ensure that its Affiliates and their Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T) will, document all non-clinical studies and clinical trials in formal written study records in accordance with all Applicable Laws, including applicable national and international guidelines such as ICH, GCP and GLP. Subject to its compliance with Applicable Laws, each Party shall have the right to review and copy such records at [*] times and to obtain access to review [*] (or the copy in a Party's possession) to the extent [*] for regulatory, patent or other reasonable purposes upon [*] notice to the other Party and at a time and location mutually acceptable to the Parties *provided* that [*].

3.9 Development Reports. Each Party shall keep the other Party reasonably informed of the progress and results of its and its Affiliates' and Sublicensees' (or (sub)licensees') work in connection with the Development of the Compound or any Product in its territory (including [*]). Without limiting the generality of the foregoing, each Party shall provide the other Party with a written report no later than [*] after the end of each Calendar Year setting forth in detail the Development activities performed during such Calendar Year and the results thereof, and comparing such activities with the Development Plan(s) for such time period. Such reports shall be provided in their original format and language[*]. At each JSC meeting, the Parties shall discuss the status, progress and results of each Party's Development activities. Each Party shall [*] respond to the other Party's reasonable questions or requests for additional information relating to such Development activities.

3.10 Subcontractors. Licensee shall have the right to engage subcontractors to conduct any activities necessary for Development of the Products under this Agreement, *provided* that [*]. Licensee shall have the right to engage subcontractors in the C4T Territory

[*], solely for the purpose of Developing, Manufacturing or Commercializing Compound or Product in the Licensee Territory.

3.11 Conduct of Audits. Upon [*] prior written notification but no more frequently than [*], each Party or its representatives may conduct, at its sole cost and expense, an audit of the other Party or its Affiliates and all clinical trial sites engaged by the other Party or its Affiliates to perform its obligations under the Development Plans, in each case, if and only to the extent needed to ensure that the applicable studies are conducted to develop the Product in compliance with the Development Plans, GCP, and Applicable Laws. In the event any such audit of clinical trial sites engaged by a Party or its Affiliates requires the audited Party's assistance, such audited Party shall provide such assistance at the auditing Party's cost, to the extent reasonable, including [*], providing its personnel to be present for such audit and producing any documents or authorizations allowing the auditing Party or its representatives to conduct such audit. No later than [*] after the completion of such audit, the auditing Party will provide the audited Party with a written summary of its findings of any deficiencies or other areas of remediation that it identifies during any such audit and the audited Party shall respond and/or remediate any such deficiencies following its receipt of such report.

4. Regulatory.

4.1 Conduct of Regulatory Activities.

(a) Subject to Article 3, unless otherwise agreed by the Parties, Licensee (itself and through its Affiliates and Sublicensees, as applicable) shall be solely responsible, at its own expense, for all regulatory activities with respect to the Products (excluding the [*] or any other Global Trials that Licensee is participating in as C4T's agent, but including the circumstances under Section 3.3(b)(i) where Licensee is not permitted by Applicable Laws to be the sole applicant of the IND application or NDA application for the Product in the Licensee Territory and submits to the NMPA an IND application or NDA application for such Product as C4T's agent, *provided* that, for clarity, C4T shall have final decision-making authority on [*]. [*] Each Party shall consider the other Party's comments [*] and make decisions in accordance with Section 7.3.

(b) Notwithstanding the foregoing, if Licensee, its Affiliates or Sublicensees are unable to become the legal and beneficial owner of the Regulatory Filings for the Products in the Licensee Territory in order to exercise its rights and perform its obligations under this Agreement, (a) C4T will be the legal and beneficial owner of the Regulatory Filings for the Products in the Licensee Territory (such Regulatory Filings will be included in the C4T Know-How and licensed to Licensee), (b) C4T will designate Licensee, its Affiliates or Sublicensees as C4T's regulatory agent and exclusive general distributor for the Products in the Licensee Territory, and (c) to the extent later permitted by Applicable Laws, C4T will cooperate with Licensee to allow Licensee, its Affiliates or Sublicensees to be the legal and beneficial owner of the Regulatory Filings for the Products in the Licensee Territory. Licensee will conduct the regulatory activities in the Licensee Territory under this Agreement (i) in its own name, if Licensee (or its Affiliates or Sublicensees) is the legal and beneficial owner of the Regulatory Approvals for the Products in the Licensee Territory or (ii) as the express and authorized regulatory agent of record for C4T in the Licensee Territory, if C4T is the legal and beneficial owner of the Regulatory Filings for the Products in the Licensee Territory, under which situation

such actions will be taken on behalf of C4T and for the benefit of Licensee in the Licensee Territory.

(c) Unless otherwise agreed by the Parties, for any regulatory activities with respect to the Products (excluding the [*] or other Global Trials that Licensee is participating in as C4T's agent, but including the circumstances under Section 3.3(b)(i) where Licensee is not permitted by Applicable Laws to be the sole applicant of the IND application or NDA application for the Product in the Licensee Territory and submits to the NMPA an IND application or NDA application for such Product as C4T's agent, *provided* that, for clarity, C4T shall have final decision-making authority on [*], Licensee will have the final decision-making authority regarding [*].

(d) For any clinical trial where Licensee has decision-making authority pursuant to this Agreement, C4T shall, and shall ensure that its relevant Affiliates and sublicensees will, conduct all regulatory activities in the Licensee Territory in compliance with Licensee's instructions and final decisions. For clarity, C4T shall have final decision-making authority regarding [*].

4.2 Regulatory Communications and Meetings.

(a) Licensee shall [*] keep C4T [*] informed in all material respects of the preparation and Regulatory Authority review and approval of submissions and communications with Regulatory Authorities with respect to the Products in the Field in the Licensee Territory and shall respond [*] to any request from a Regulatory Authority related to the Product in the Field in the Licensee Territory. [*].

(b) Licensee shall provide C4T with [*] advance notice and time to review and comment on Licensee's material communications and filings with Regulatory Authorities [*].

(c) [*].

(d) [*].

4.3 Access to Regulatory Materials and Data.

(a) C4T hereby grants to Licensee (and its Affiliates and Sublicensees, as applicable) the right to access and cross-reference filings made by C4T or its Affiliates and (sub)licensees with Regulatory Authorities and Regulatory Materials relating to the Products that contain the Compound as the sole active pharmaceutical ingredient, including the Data included in such filings, solely to the extent [*] in connection with regulatory activities with respect to such Products in the Field in the Licensee Territory. For clarity, nothing in this Section 4.3 grants Licensee the right to access and cross-reference filings made by C4T or its Affiliates with Regulatory Authorities and Regulatory Materials relating to Products that are Combination Products.

(b) Licensee hereby grants to C4T and its Affiliates and licensees the right to access and cross-reference filings made by Licensee and its Affiliates and Sublicensees with Regulatory Authorities and Regulatory Materials relating to the Products, including the Data included in such filings, solely to the extent [*] in connection with regulatory activities with respect to the Products in the C4T Territory (whether in or outside the Field).

(c) Each Party shall, [*] upon request of the other Party, file with applicable Regulatory Authorities such letters of access or cross-reference as may be necessary to accomplish the intent of this Section 4.3. If any approval or filing is required by Applicable Law for a Party to share any materials abovementioned in this Section 4.3 with the other Party, the other Party shall [*] obtain such approval or filing at its [*] costs and expense.

(d) Notwithstanding the foregoing, (A) neither Party shall be obligated to share any personally identifiable information with the other Party, unless [*] required for such other Party to Develop the Products in its respective territory and such sharing is permitted by, and in accordance with, the Applicable Laws, including applicable data privacy laws, in which case the Parties shall enter into a separate agreement to address such exchange of personally identifiable information between the Parties, and (B) each Party shall only be obligated to share Data on [*] in the then current format.

4.4 Safety Data Exchange. Within [*] following the Effective Date but in any event at least [*] before [*], the Parties shall negotiate [*] and enter into a safety data exchange agreement regarding the Compound and Products, which shall set forth [*]. Such safety data exchange agreement shall identify which Party shall be responsible for [*]. Such agreement shall require [*]. Unless otherwise mutually agreed by the Parties, C4T shall maintain a global safety database and Core Data Sheet for the Compound and Products, and Licensee shall [*] provide all such assistance as C4T may from time to time [*] require in connection therewith and ensure that initial and follow-up safety reports or updates to the Core Data Sheet are sent to C4T within the timeframes contemplated in the safety data exchange agreement.

4.5 No Harmful Actions. If a Party believes that the other Party is taking or intends to take any action with respect to any Product that could [*] be expected to have a material adverse impact upon the regulatory status of the Product in its territory, such Party may bring the matter to the attention of the JSC and the Parties shall discuss [*] to [*] resolve such concern.

4.6 Notification of Threatened Action. Each Party shall [*] notify the other Party of any information it receives regarding any threatened or pending action, inspection or communication by or from any Third Party, including without limitation a Regulatory Authority, which may affect the Development, Manufacture, Commercialization or regulatory status of any Product. Upon receipt of such information, the Parties shall consult with each other in an effort to arrive at a mutually acceptable procedure for taking appropriate action.

4.7 Remedial Actions. Each Party shall notify the other [*], and [*] confirm such notice in writing, if it obtains information indicating that any Product may be subject to any recall, corrective action or other regulatory action by any Governmental Authority or Regulatory Authority (a "**Remedial Action**"). The Parties shall assist each other in gathering and evaluating such information as is [*] to determine the necessity of conducting a Remedial Action, with Licensee retaining the ultimate decision-making authority with respect to [*]. Unless otherwise agreed by the Parties, Licensee shall bear any and all costs and expenses related to any Remedial Action in the Licensee Territory, and C4T shall bear any and all costs and expenses related to any Remedial Action in the C4T Territory. Each Party shall, and shall ensure that its Affiliates, Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T) will, maintain adequate records to permit the Parties to trace the distribution and use of the Product in its territory.

5. Manufacture and Supply.

5.1 Clinical Supply. Except as set forth in Section 3.4(a), subject to Section 5.4 below, with respect to any Product, C4T shall, by itself or through one or more of its contract manufacturing organizations ("**CMO**"), [*] supply to Licensee the Product for clinical use by Licensee in the Field in the Licensee Territory at [*] of the Fully Burdened Manufacturing Cost; *provided* that [*]. Delivery of the Product shall be done [*]. The Parties shall negotiate [*] and enter into a clinical supply agreement by [*].

5.2 Commercial Supply. Subject to Section 5.4 below, with respect to any Product, C4T shall, by itself or through one or more its CMOs, [*] supply to Licensee the Product for commercial use by Licensee in the Field in the Licensee Territory on mutually agreed terms and conditions. Unless Licensee determines that it will not purchase commercial supply from C4T, the Parties shall negotiate [*] and enter into a commercial supply agreement at least [*] prior to the anticipated First Commercial Sale of a Product in the Licensee Territory.

5.3 Transfer of Manufacturing Technology.

(a) In addition to the Know-How Transfer, after the Effective Date, the Parties shall discuss through the JMC when and how the manufacturing technology for the Product shall be transferred into the Licensee Territory, under the principle that [*]. The Parties hereby agree that the Manufacture Technology Transfer shall be implemented at such a time and in such a manner that [*].

(b) The Parties shall jointly develop through the JMC a manufacture technology transfer plan (the "**Technology Transfer Plan**") to provide for the transfer to Licensee or any of its Affiliates or designated party the Know-How and other manufacturing technology that is [*] for the Manufacture of the Compound or the Product in the Licensee Territory (the "**Manufacture Technology Transfer**"). The Technology Transfer Plan, among other things, will set forth [*] (the "**Manufacture Technology Transfer Completion**"). The JSC will review and discuss, and determine whether to approve the Technology Transfer Plan, which may be amended from time to time. If the JSC (subject to the escalation procedures in accordance with Section 7.3(a)) cannot determine whether to approve the Technology Transfer Plan within [*] after receipt of such plan, then [*].

(c) Each Party shall [*] in implementing the Manufacture Technology Transfer in accordance with the agreed-upon Technology Transfer Plan. Without limiting the foregoing, (i) Licensee shall make available qualified personnel and financial resources for the performance of the Manufacture Technology Transfer in accordance with the Technology Transfer Plan; and (ii) C4T shall make available qualified personnel to assist with the performance of the Manufacture Technology Transfer and reasonably sufficient quantities of materials in amounts to be agreed to by the JMC and information required to support the ongoing Manufacturing of the Compound and Product, and C4T shall provide technical support, consultation and assistance with qualified personnel in connection with the Manufacture Technology Transfer, free of charge, for up to up to [*] hours of internal C4T personnel time and up to [*] hours for Third Party support, above which, Licensee shall reimburse C4T for internal personnel costs and Third Party costs. Licensee shall be responsible for the reasonable and documented costs and expenses arising out

of or in connection with the Manufacture Technology Transfer in accordance with the agreed-upon Technology Transfer Plan.

(d) If a Party believes that the verification and acceptance standard agreed upon in the Technology Transfer Plan has been met, such Party may provide the JSC with a written confirmation of the Manufacture Technology Transfer Completion, upon the receipt of which, the JSC shall discuss [*] whether the Manufacture Technology Transfer Completion has been achieved. After the JSC's determination that the Manufacture Technology Transfer Completion has been achieved, C4T will provide Licensee an invoice and Licensee will pay C4T the Manufacture Technology Transfer Milestone Payment in accordance with Section 8.2. If the JSC (subject to the escalation procedures in accordance with Section 7.3(a)) cannot determine whether the Manufacture Technology Transfer Completion has been achieved within [*] after receipt of the confirmation of the Manufacture Technology Transfer Completion, then [*], unless the disagreement is related to [*], in which case, (A) Licensee shall have the final decision-making authority with respect to [*]; and (B) C4T shall have the final decision-making authority on [*]. Notwithstanding the foregoing, the Manufacture Technology Transfer Completion shall be deemed to have been achieved when [*].

5.4 Compliance with Manufacture Process. Upon Manufacture Technology Transfer Completion, the Parties will discuss through the JMC and reach an agreement on [*], which decision shall be confirmed by the JSC. If agreed by the JMC and the JSC, Licensee or its Affiliate will Manufacture Compound or Product in compliance with [*] (the "**Manufacture Process**") in the Licensee Territory. Licensee or its Affiliate can further modify the Manufacturing Process to ensure that the Compound or Product obtains necessary Regulatory Approvals in the Licensee Territory; *provided* that, [*].

5.5 Manufacturing Recordkeeping. If Licensee Manufactures the Product, it and its Affiliates will maintain [*] records, laboratory data, reports and other technical records relating to the Manufacturing of Compound or Product (the "**Records**") in accordance with the applicable requirements of their respective standard operating procedures, the terms and conditions of this Agreement, NMPA and all Applicable Laws (including GMP). [*]. All Records will be maintained for the minimum period required by Applicable Laws.

5.6 [*].

5.7 [*].

5.8 Non-Compliance of Manufacturing Process. If the Licensee or its Affiliates Manufacture Compound or Product that is non-compliant with the Manufacturing Standards, Licensee will, [*] after becoming aware of such non-compliance, disclose such non-compliance to C4T in reasonable detail. Thereafter, the Parties will take steps to investigate, review and discuss such non-compliance in accordance with the Quality Agreement and Licensee shall consider [*] any feedback or direction provided by C4T in respect of such non-compliance.

5.9 Quality Agreement. Prior to commencement of any clinical trial or Commercialization of Compound or Product by Licensee, the Parties will enter into a quality agreement setting forth [*]. The Parties acknowledge and agree that Licensee shall have final decision-making authority on [*]. In addition, if either Party becomes aware of any product quality issues relating to the Compound or Products, or any matters that may adversely affect the

product quality of the Compound or Products or result in product quality issues relating to the Compound or Products in the Licensee Territory, then such Party shall bring such matter to the attention of the other Party and the Parties shall discuss through the JMC to resolve such matters.

6. Commercialization.

6.1 Overview; Diligence. Subject to the terms and conditions of this Agreement (including the diligence obligations set forth below), Licensee (itself and through its Affiliates and Sublicensees, as applicable) shall be solely responsible for all aspects of the Commercialization of the Products (including, for clarity, any CDx) in the Field in the Licensee Territory. Licensee shall bear all of the costs and expenses incurred in connection with Commercialization activities. Licensee shall [*] (a) [*]. In the event that a Product is for sale as part of a bundle or group sale with other products not covered by this Agreement, including without limitation, [*], and discounts, allowances or rebates are provided to Third Parties for the sale of such bundled or group products based on the total invoiced price, then such discounts, allowances or rebates shall be allocated pro rata to such Product based on the sale prices of such Product and all such other products.

6.2 Commercialization Plans. Licensee shall [*] Commercialize each Product approved by the applicable Regulatory Authority(ies) in the Field in the Licensee Territory pursuant to a high-level written plan that summarizes the Commercialization activities (including any pre-Regulatory Approval activities in preparation for commercial launch), [*] (a "**Commercialization Plan**"). On a Product-by-Product basis, no later than [*]prior to [*], Licensee shall submit a Commercialization Plan, pertaining to such Product to the JSC for its review, discussion and approval before implementation. From time to time (but at least [*]) during the Term, [*].

6.3 Commercialization Reports. Each Party shall, within [*] after the end of each Calendar Year following the Commercialization of the Product in its territory, provide the other Party with a written report (a "**Commercialization Report**") setting forth the royalties estimated to have been earned by the other Party during such Calendar Year based on such Party's Net Sales, and such Commercialization Report shall be provided in [*] and at a level of detail [*] for the confirmation of the accuracy of the amount(s) payable in accordance with Section 9.1. At each JSC meeting, the Parties shall discuss the status, progress and results of the Parties' Commercialization activities. Each Party shall respond to the other Party's [*] questions or requests for additional information relating to its Commercialization activities.

6.4 Global Branding Strategies; Trademarks.

(a) C4T shall own and retain, on a worldwide basis, all right, title, and interest in and to all trademarks, logos and trade names associated with C4T as a corporate entity or with any Product, *provided* that Licensee may apply for, in its name, in the Licensee Territory and shall own and retain all right, title, and interest in and to all trademarks, logos, and trade names associated with any Product [*] in the Licensee Territory. Each Party shall have the sole right to register and maintain all such trademarks, logos and trade names owned by it. Subject to Section 6.4(c) below, all goodwill derived from the use by a Party thereof as permitted under this Section 6.4 shall accrue to such Party. Notwithstanding the above, Licensee shall own and retain, on a

worldwide basis, all right, title, and interest in and to all trademarks, logos and trade names associated with Licensee as a corporate entity.

(b) Subject to the remaining part of this Section 6.4, C4T shall have the right to and responsibility for formulating global branding strategies for the Products. With respect to the branding and marketing strategies and related Commercialization activities in the Licensee Territory, the JSC shall review and discuss all such plans and strategies in accordance with the global branding strategy. Notwithstanding anything to the contrary provided herein or otherwise, Licensee shall retain final decision-making authority with respect to [*].

(c) C4T hereby grants to Licensee, during the Term and subject to the terms and conditions of this Agreement, a royalty-free, exclusive license under C4T's rights to use the trademarks, logos and trade names associated with any Product in connection with the Commercialization of the Products in the Field in the Licensee Territory, *provided* that all goodwill that may be created in the course of Commercialization of a Product through the use of such trademarks, logos and trade names shall inure to the benefit of C4T. For clarity, all goodwill that may be created in the course of the Commercialization of a Product through the use of all trademarks, logos, and trade names owned by Licensee shall inure to the benefit of Licensee.

(d) C4T shall have the sole right to submit and obtain the International Non-proprietary Name (INN) and the US Adopted Name (USAN) that shall be the generic names for Compound or Product.

6.5 Product Tracking. Each Party shall [*], and shall ensure that its Affiliates [*] ensure that its Sublicensees (in the case of Licensee) or (sub)licenses (in the case of C4T), maintain adequate records to permit the Parties to trace the distribution, sale, and use of all Products to hospitals and pharmacies in such Party's territory.

6.6 Non-Compete.

(a) Licensee hereby covenants and agrees that, during the Term, it shall not [*].

(b) C4T hereby covenants and agrees that, during the Term, it shall not [*].

6.7 [*]Compliance with Applicable Laws. Each Party shall conduct, and shall cause its Affiliates, Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T) to conduct all activities under this Agreement, including those set forth in or related to the Development Plan(s), Development Plan(s) or Commercialization Plan(s), or with respect to the Compounds or the Products in its territory in compliance with all Applicable Laws (including all applicable healthcare, data privacy laws, anti-bribery and anti-corruption laws), all applicable national and international guidelines (including GCP, GMP, GLP, all applicable ICH guidelines and other good scientific, laboratory, manufacturing and clinical practices under the Applicable Laws of the Region in which such activities are conducted), and any Regulatory Authority and Governmental Authority health care programs having jurisdiction in such Party's territory, each as may be amended from time to time. In addition, each Party will comply with the patent marking statutes in effect in each country or Region in such Party's territory in which the Product is Manufactured or Commercialized by or on behalf of such Party or its Affiliates or Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T).

6.8 Disclosures. Throughout the Term, each Party shall:

(a) provide and transfer to the other Party, at the other Party's expense, one (1) electronic copy of any documents, data or other information that describe or contain C4T Know-How (in the case of C4T) or Licensee Know-How (in the case of Licensee) that may from time to time come into such Party's possession and have not previously been provided to the other Party (and in any event at least [*]);

(b) keep the other Party [*] informed of its and its Affiliates' and Sublicensees' (in the case of Licensee) or (sub)licensees' (in the case of C4T) research, Development (including clinical trial progress) and Commercialization efforts with respect to the Products in its territory. Without limiting the generality of the foregoing, each Party shall provide the other Party with written notice of the following:

(i) initiation of any clinical trial of the Products in its territory;

(ii) termination of Development of any Product in its territory;

(iii) filing of any MAA for the Products in its territory;

(iv) receipt of any Regulatory Approval for the Products in its territory; and

(v) any other significant research, Development or Commercialization plans, activities or results with respect to the Products in its territory; and

(c) provide the other Party with [*] written reports in accordance with Section 6.3.

7. Governance.

7.1 Joint Steering Committee. [*] after the Effective Date, the Parties shall establish the JSC to oversee the Development of the Product and facilitate information exchange between the Parties under this Agreement. The JSC shall, in particular:

(a) [*]

7.2 Composition. The JSC shall be composed of [*] representatives of each of Licensee and C4T, and each Party shall notify the other Party of its initial JSC representatives within [*] after the Effective Date. Each Party may change its representatives to the JSC from time to time in its sole discretion, effective upon notice to the other Party of such change, *provided* that, to the maximum extent possible, a notice of any such change shall be provided at least [*] prior to the next JSC meeting. Each Party's JSC representatives shall be employees of such Party with appropriate experience and authority within such Party's organization. The Parties shall endeavor to maintain continuity in the representatives appointed to the JSC. In addition, at least [*] of each Party's JSC representatives must be someone whose job responsibilities within such Party include active involvement in the development and implementation of such Party's research and Development strategy with respect to the Products, and each of a Party's JSC representatives must have up-to-date knowledge of such Party's ongoing and planned research and Development activities with respect to the Products in such Party's territory. [*] of representatives of each Party who are not JSC members may attend meetings of the JSC. The Alliance Managers from each Party shall be invited to attend JSC meetings as permanent participants.

7.3 Decision-Making.

(a) All decisions of the JSC shall be made by [*]. If the representatives of the Parties on the JSC cannot reach an agreement as to any matter within the decision-making authority of the JSC within [*] after such matter was brought to the JSC for resolution or after such matter has been referred to the JSC, such disagreement shall be referred to the Chief Executive Officer of C4T and the Chief Executive Officer of Licensee (collectively, the "**Executive Officers**") for resolution.

(b) If the Executive Officers cannot resolve such matter within [*] after such matter has been referred to them (or within [*], or such other period if agreed upon by the Executive Officers, if either Party notifies the other Party that such matter needs immediate attention), then, except as expressly provided hereunder and subject to other terms and conditions of this Agreement:

(1) [*]

(i) Licensee shall be entitled to make the final decisions on matters relating to:

7.4 [*]Limitations on Authority. The JSC shall have only such powers as are expressly assigned to it in this Agreement, and such powers shall be subject to the terms and conditions of this Agreement. Without limiting the generality of the foregoing, the JSC shall not have the power to amend this Agreement, and no decision of the JSC may be in contravention of any terms and conditions of this Agreement.

7.5 Meetings. The JSC will hold a meeting every [*] months or sooner, if needed, as reasonably agreed to by the Parties. Such meetings may be in person, via videoconference, or via teleconference. The location of in-person meetings will be determined by the Parties. At least [*] prior to each JSC meeting, each Party shall provide written notice to the other Party of agenda items proposed by such Party for discussion at such meeting, together with appropriate information related thereto. [*] written minutes will be kept of all JSC meetings. Meeting minutes will be prepared by the Party at whose office such meeting is held or by the Party selected to draft minutes as agreed by the Parties, and sent to each representative of the JSC for review and approval within [*] after the meeting. In the case of meetings held via videoconference or teleconference or at no Party's office, the Parties shall agree upon the appropriate Party to be responsible for preparation of the meeting minutes prior to the meeting. Minutes will be deemed approved unless any representative of the JSC objects to the accuracy of such minutes within [*] of receipt. JSC meetings shall be conducted in [*] and all materials prepared by either Party for the JSC meeting shall be in [*].

7.6 Alliance Managers. Within [*] following the Effective Date, each Party shall appoint (and notify the other Party in writing of the identity of) a representative having the appropriate qualifications to act as its alliance manager under this Agreement (the "**Alliance Manager**"). The Alliance Managers shall serve as the primary contact points between the Parties regarding the activities contemplated by this Agreement and shall attend JSC meetings. The Alliance Managers shall (a) promote communication, coordination, and collaboration between the Parties, providing a single point of communication for seeking consensus both internally within each Party's respective organization, including facilitating review of external

corporate communications, and raising cross-Party or cross-functional disputes in a [*] manner; and (b) manage the JSC meetings by (i) calling and organizing meetings of the JSC; (ii) preparing and issuing minutes of each meeting that reflect, without limitation, all material decisions made at such meetings, within [*] thereafter for JSC review; (iii) finalizing JSC approved minutes within [*] of the date of a JSC meeting; and (iv) preparing and circulating an agenda for the upcoming JSC meeting, in each case at the direction of and in consultation with that Party's respective representatives of the JSC. Each Party may replace its Alliance Manager at any time by written notice to the other Party.

7.7 Subcommittees. The JSC may establish and disband subcommittees as deemed necessary by the JSC in order to coordinate and expedite the Development, Manufacture or Commercialization of the Compound or Product. Each Party will have the right to appoint equal numbers of representatives to each subcommittee. No subcommittee established by the JSC will have the authority to bind the Parties hereunder and any such subcommittee will report to, and any decisions will be made by, the JSC.

(a) Joint Manufacturing Committee. [*] after the Effective Date, the Parties shall establish the Joint Manufacturing Committee ("**JMC**") to oversee and coordinate the Manufacturing activities under this Agreement. If assigned by the JSC, the JMC shall in particular:

(i) [*]

7.8 Withdrawal. At any time during the Term and for any reason, either Party shall have the right to withdraw from participation in the JSC upon written notice to the other Party (a "**Withdrawal Notice**"), which shall be effective [*] receipt. Following the issuance of a Withdrawal Notice and subject to this Section 7.8, the withdrawing Party's representatives on the JSC shall not participate in any meetings of the JSC. If, at any time, following the issuance of a Withdrawal Notice, the withdrawing Party wishes to resume participation in the JSC, the withdrawing Party shall notify the other Party in writing and, thereafter, the withdrawing Party's representatives on the JSC shall be entitled to attend any subsequent meeting of, and to participate in the activities of, the JSC as provided in this Section 7.8 as if a Withdrawal Notice had not been issued by the withdrawing Party. Following the withdrawing Party's issuance of a Withdrawal Notice, unless and until the withdrawing Party resumes participation in the JSC in accordance with this Section 7.8: (i) all meetings of the JSC shall be held at the other Party's facilities; (ii) the withdrawing Party shall have the right to continue to receive the minutes of the meetings of the JSC, but shall not have the right to approve the minutes for any such meeting held after the withdrawing Party's issuance of the Withdrawal Notice; and (iii) all decisions shall be made by the non-withdrawing Party's JSC representatives. In any event, withdrawal from the JSC shall not impair any Party's rights to receive reports or disclosures under Article 7.

8. Payments

8.1 Upfront Payment. Licensee shall make a one-time, non-refundable, non-creditable payment to C4T of ten million U.S. Dollars (US$10,000,000) (the "**Upfront Payment**") [*] after Licensee's receipt of a corresponding invoice issued by C4T after the Effective Date.

8.2 Manufacture Technology Transfer Milestone Payment. Following the Manufacture Technology Transfer Completion pursuant to Section 5.3, Licensee shall make a one-time, non-refundable, non-creditable milestone payment to C4T of [*] (the "**Manufacture Technology Transfer Milestone Payment**") within [*] after Licensee's receipt of a corresponding invoice issued by C4T after the date of Manufacture Technology Transfer Completion.

8.3 Development and Regulatory Milestone Payments.

(a) With respect to the milestone events set forth in the table below, within [*] following the first achievement, whether by Licensee or any of Licensee's Affiliates or Sublicensees, of the corresponding milestone event by any Product, Licensee shall notify C4T of such achievement, after which C4T shall invoice Licensee for the corresponding milestone payment, and Licensee shall pay to C4T the corresponding milestone payment within [*] after Licensee's receipt of such invoice:

Product Milestone Event	**Milestone Payment**
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

If the Closing (as defined in the SPA) does not occur prior to the Termination Date (as defined in the SPA) as a result of Licensee's failure to receive ODI Approvals (as defined in the SPA), the Parties shall negotiate in good faith to adjust the milestone payments set forth above.

(b) If any milestone event in this Section 8.3 is skipped, such milestone event shall be deemed to have achieved when any subsequent milestone event is achieved. Each of the above milestone payments shall be payable only once regardless of the number of times such milestone is achieved. In recognition of Licensee's role in enrolling patients and conducting the Development activities contemplated pursuant to Section 3.3, C4T shall pay to Licensee the enrollment contribution payments set forth below (each, an "**Enrollment Milestone**") based on the patient contribution level. The enrollment levels shall be determined and the corresponding enrollment contribution payments shall be paid by C4T to Licensee by no later than [*] after the receipt of an invoice by C4T from Licensee, which invoice shall be delivered after C4T obtains an NDA approval from the FDA for the indications set forth in the table below and shall be based on the data included in the FDA submission package.

Enrollment Milestone	Triggering Event	
	C4T obtains approval from the FDA of an NDA for a Product in the C4T Territory [*]	C4T obtains approval from the FDA of an NDA for a Product in the C4T Territory [*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]
[*]	[*]	[*]

[*]

For clarity, if the proportion of the number of patients contributed by or on behalf of Licensee in the Licensee Territory relative to the total number of patients whose data is included globally in the NDA submission is less than [*] Licensee will not receive any Enrollment Milestone. [*].

8.4 Commercial Milestone Payments. Licensee shall pay to C4T the additional one-time, non-refundable, non-creditable payments set forth in the table below after the first achievement of each milestone event described below:

Commercial Milestone	Milestone Payment
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

Within [*] after the achievement of any milestone event set forth above in this Section 8.4 for which a milestone payment is payable, Licensee shall deliver written notice to C4T of such achievement, after which C4T shall invoice Licensee for the corresponding milestone payment, and Licensee shall pay to C4T the corresponding milestone payment within [*] after Licensee's receipt of such invoice. For clarity, each of the milestone payments set forth above in this Section 8.4 shall be additive such that if multiple milestone events specified above are achieved in any given Calendar Year, then the milestone payments for all such milestone

events shall be payable by Licensee. Each of the above milestone payments shall be payable only once regardless of the number of times such milestone event is achieved.

8.5 Royalties

(a) During the Licensee Royalty Term, Licensee shall pay tiered royalties to C4T on a running basis calculated based on Annual Aggregate Licensee Net Sales of all Products in each [*] at the applicable rate(s) set forth below:

Annual Aggregate Licensee Net Sales of the Products	**Royalty Rate**
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]
[*]	[*]

[*]

(b) During the C4T Royalty Term, C4T shall pay tiered royalties to Licensee on a running basis calculated based on Annual Aggregate C4T Net Sales of all Products in each [*] at the applicable rate(s) set forth below:

Annual Aggregate C4T Net Sales of the Products	**Royalty Rate**
[*]	[*]
[*]	[*]
[*]	[*]

[*]

8.6 Royalty Term.

(a) Royalties under Section 8.5(a) shall be payable, on a Region-by-Region and Product-by-Product basis, from the period beginning on the date of the First Commercial Sale of such Product in such Region in the Licensee Territory and continuing until the latest of: (a) twelve (12) years from the date of First Commercial Sale of such Product in such Region; (b) the expiration of the last-to-expire Valid Claim of the C4T Licensed Patents Covering a Compound or such Product (including uses and indications) in such Region; and (c) the expiration of the Regulatory Exclusivity of such Product in such Region (the "**Licensee Royalty Term**").

(b) Royalties under Section 8.5(b) shall be payable, on a country-by-country and Product-by-Product basis, from the period beginning on the date of the First Commercial Sale of such Product in such country in the C4T Territory and continuing until the latest of: (a) twelve (12) years from the date of First Commercial Sale of such Product in such country; (b) the expiration of the last-to-expire Valid Claim of the C4T Licensed Patents Covering a Compound or such Product (including uses and indications) in such country; and (c) the expiration of the Regulatory Exclusivity of such Product in such country (the "**C4T Royalty Term**", together with the Licensee Royalty Term, the "**Royalty Term**").

8.7 Royalty Reduction

(a) Royalty Reduction for Expiration or Lack of Valid Claim. (i) On a Region-by-Region and Product-by-Product basis, upon the expiration of the last-to-expire Valid Claim of the C4T Licensed Patents Covering a Compound or Product in a Region or country, the applicable royalty rate set forth in Section 8.5(a) shall be reduced by [*] for the remainder of the applicable Royalty Term for such Product in such Region. (ii) On a country-by-country and Product-by-Product basis, upon the expiration of the last-to-expire Valid Claim of the C4T Licensed Patents Covering a Compound or Product in a country, the applicable royalty rate set forth in Section 8.5(b) shall be reduced by [*] for the remainder of the applicable Royalty Term for such Product in such country.

(b) Royalty Reduction for Generic Competition. On a Region-by-Region or country-by-country and Product-by-Product basis and solely after the later of (i) the expiration of the last-to-expire Valid Claim of the C4T Licensed Patents Covering a Compound or Product in a Region or country, and (ii) the expiration of the Regulatory Exclusivity of such Product in such Region or country, for each [*] during the applicable Royalty Term in which the aggregate sales of any and all applicable Generic Products sold by any and all Third Parties in such Region or country during such [*] are equal to at least [*] of a Party's volume-based market share of the corresponding Product in such Party's Region or country (based on IQVIA Market Data for such Generic Products for such [*], or if such data is not available, such other reliable data source as is mutually determined by the Parties), the applicable royalty rate set forth in Section 8.5 shall be reduced by [*].

(c) Third Party IP. On a Region-by-Region or country-by-country and Product-by-Product basis, if a Party obtains a Third Party IP License in accordance with Section 2.7, then such Party may deduct from the royalty payments that are otherwise due to the other Party pursuant to Section 8.5, [*] of the amount of any royalty payments paid by the Party to such Third Party in the applicable [*].

9. Payment; Records; Audits

9.1 Payment; Reports. Royalties shall be calculated and reported for each [*]. Each Party will invoice the other Party for the royalties payable under this Agreement within [*] following receipt of each Royalty Payment Statement (as defined below) from the other Party for the applicable [*], and the other Party shall pay such royalties within [*] after the receipt of the corresponding invoice. Within [*] after the end of each [*], (a) Licensee shall deliver to C4T a royalty report setting forth the royalties have been earned by C4T during such [*] based on Licensee Net Sales, and (b) C4T shall deliver to Licensee a royalty report setting forth the

royalties have been earned by Licensee during such [*] based on C4T Net Sales (each, a "**Royalty Payment Statement**"), in each case, with support documentation at a level of detail reasonably sufficient for the confirmation of the accuracy of the amount(s) payable. The Royalty Payment Statements shall be provided in English.

9.2 Exchange Rate; Manner and Place of Payment. All payments hereunder shall be payable in U.S. Dollars. When conversion of payments from any foreign currency is required, such conversion shall be at an exchange rate equal to [*], during the [*] for which a payment is due. All payments owed to each Party under this Agreement shall be made by wire transfer in immediately available funds to a bank and account designated by such Party, the details of which are set out in **Exhibit D**, unless otherwise specified in writing separately by such Party to the other Party.

9.3 Taxes.

(a) Taxes on Income. Except as otherwise provided in this Section 9.3, each Party will pay all income and other taxes, levies, imposts, duties, or other charges (including interest) imposed on or measured with respect to its own income accruing to it under this Agreement (the "**Tax(es)**").

(b) Withholding Taxes. If Applicable Laws require the withholding of Taxes from any payments made by either Party to the other Party under this Agreement, including the Upfront Payment and applicable milestone payments and royalties (the "**Agreement Payments**"), the paying Party shall timely remit any amounts withheld under this provision to the appropriate Governmental Authority and shall submit to the paid Party appropriate proof of payment of the withheld Taxes as well as the official receipts within a reasonable period of time. The paying Party undertakes to hold the paid Party harmless with respect to any Taxes, contributions, encumbrances, fines, penalties and other expenses that the paid Party may incur, in the event that the paying Party fails to make the aforesaid Tax payments. If the paying Party determines that any withholding in respect of Tax is required with respect to an Agreement Payment, the paying Party will provide [*] advance notice to the paid Party of such required withholding and will, at the paid Party's costs, cooperate with and provide to the paid Party [*] assistance in order to allow the paid Party to eliminate or mitigate any such withholding Tax obligations with respect to Agreement Payments, including [*].

(c) Taxes Resulting from Paying Party's Action. Notwithstanding this Section 9.3, if, as a result of any action by the paying Party, including assignment or transfer of this Agreement, change in the residence of the paying Party, change in the entity making such payment, or failure on the part of the paying Party to comply with Applicable Laws or filing or record retention requirements, the amount of any Tax (including income tax and value added tax) that the paying Party is required to deduct or withhold from an Agreement Payment made by the paying Party to the paid Party is increased, then the sum payable by the paying Party to the paid Party shall be increased to the extent [*] to ensure that the paid Party receives a sum equal to the sum that the paid Party would have received had no such action occurred.

(d) Value Added Tax. It is understood and agreed between the Parties that any payments made by any Party under this Agreement are exclusive of any value added tax or similar tax imposed upon such payments. Where such tax is properly chargeable in respect of

any supply of goods or services made under this Agreement, the Party paying the consideration for that supply will pay the amount of such tax subject to receipt of a valid tax invoice issued in accordance with Applicable Law.

9.4 Fund Transfers. Licensee shall record a simplified version of this license agreement in the form agreed by both Parties with the government of the PRC in accordance with the technology importation regulations thereof, as well as all other actions and procedures that Licensee needs to carry out for making payments hereunder to C4T. Notwithstanding the signing of such simplified license agreement, this Agreement shall remain in full force and effect and that in the event there are any inconsistencies between this Agreement and the simplified license agreement, this Agreement shall control. If, by reason of Applicable Law in any country, it becomes impossible or illegal, after [*] by a Party to do so, for such Party or its Affiliate to transfer, or have transferred on its behalf, payments owed the other Party hereunder, such Party will notify the other Party of the conditions preventing such transfer and such payments will be deposited in local currency in the relevant country to the credit of the other Party in a recognized banking institution designated by the other Party.

9.5 Records; Audits. Each of Licensee and C4T shall keep, and shall require its Affiliates and Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T) to keep complete, fair and true books of accounts and records for the purpose of determining the amounts payable to the other Party pursuant to this Agreement. Such books and records shall be kept for at least [*] Calendar Years following the end of the Calendar Year to which they pertain. Each of C4T and Licensee shall have the right to cause an independent, certified public accountant [*] to the other Party to audit such other Party's records to confirm Net Sales, royalties and other payments for a period covering not more than the [*] Calendar Years. Such audits may be exercised during normal business hours upon reasonable prior written notice to the Party being audited and shall not be conducted more frequently than once annually, *provided* that [*]. Reasonable adjustments shall be made by the Parties to reflect the results of such audit. The Party initiating an audit shall bear the full cost of such audit unless such audit discloses an underpayment by the audited Party of more than [*] of the aggregate amount of royalties or other payments due under this Agreement for any applicable Calendar Quarter, in which case, the audited Party shall bear the [*] cost of such audit and shall promptly remit to the auditing Party the amount of any underpayment. Any overpayment by the audited Party revealed by an audit shall be fully creditable against future payment owed by such audited Party to the auditing Party (and if no further payments are due, shall be refunded by the auditing Party at the request of the audited Party).

9.6 Late Payments. In the event that any Agreement Payment is not made when due, the payment shall accrue interest from the date due at a rate per annum that is [*] on the last Business Day of the applicable Calendar Year prior to the date on which such payment is due; *provided, however*, that in no event shall such rate exceed the maximum legal annual interest rate. The payment of such interest shall not limit the receiving Party of such payment from exercising any other rights it may have as a consequence of the lateness of any payment.

10. Confidentiality

10.1 Confidential Information. Except to the extent expressly authorized by this Agreement or otherwise agreed in writing by the Parties, each Party (in such capacity, the

"**Receiving Party**") agrees that, during the Term and for [*] thereafter, it shall keep confidential and shall not publish or otherwise disclose to any Third Party, and shall not use for any purpose other than as expressly provided for in this Agreement or any other written agreement between the Parties, any Confidential Information furnished or made available to it by or on behalf of the other Party (in such capacity, the "**Disclosing Party**"). The Receiving Party shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than reasonable care) to ensure that its, and its Affiliates', and their employees, vendors, agents, consultants and other representatives do not disclose or make any unauthorized use of the Confidential Information. The Receiving Party shall, in any event within [*], notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Disclosing Party's Confidential Information. The terms and conditions of this Agreement shall be deemed to be the Confidential Information of both Parties, which neither Party may disclose to any Third Party unless in accordance with this Agreement or with the other Party's prior written consent.

10.2 Exceptions. Confidential Information shall not include any information that the Receiving Party can prove by competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, its Affiliates or their employees, vendors, agents, consultants and other representatives, generally known or available; (b) is known by the Receiving Party and/or any of its Affiliates at the time of receiving such information, as evidenced by its contemporaneous written records; (c) is hereafter furnished to the Receiving Party and/or any of its Affiliates by a Third Party, as a matter of right and without restriction on disclosure; or (d) is independently discovered or developed by the Receiving Party and/or any of its Affiliates, without the use of Confidential Information of the Disclosing Party, as evidenced by contemporaneous written records.

10.3 Authorized Disclosure. Notwithstanding the provisions of Section 10.1, the Receiving Party may disclose Confidential Information of the Disclosing Party as expressly permitted by this Agreement, or if and to the extent such disclosure is reasonably necessary in the following instances:

(a) filing or prosecuting Patents as permitted by this Agreement;

(b) enforcing such Party's rights under this Agreement;

(c) prosecuting or defending litigation as permitted by this Agreement;

(d) complying with Applicable Laws;

(e) disclosure to Affiliates, actual and potential licensees and Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T), employees, consultants or agents of the Receiving Party who have a need to know such information in order for the Receiving Party to exercise its rights or fulfill its obligations under this Agreement, *provided*, in each case, that any such Affiliate, actual or potential licensee or Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T), employee, consultant or agent agrees to be bound by terms of confidentiality and non-use comparable in scope to those set forth in this Article 10; and

(f) disclosure to Third Parties in connection with due diligence or similar investigations by such Third Parties, and disclosure to potential or actual Third Party investors,

acquirers or collaborators in confidential financing documents, *provided*, in each case, that any such Third Party agrees to be bound by reasonable obligations of confidentiality and non-use.

Notwithstanding the foregoing, in the event a Party is required to make a disclosure of the other Party's Confidential Information pursuant to Sections 10.3(c) or (d), it will, except where impracticable or legally impermissible, give reasonable advance notice to the other Party of such disclosure and use such Party's commercially reasonable efforts to secure confidential treatment of such information at least as diligently as such Party would use to protect its own confidential information. In any event, the Parties agree to take all reasonable action to avoid disclosure of Confidential Information hereunder and to only disclose that portion of Confidential Information that is necessary to comply with the requirements provided in Section 10.3(c) or (d).

10.4 Public Announcements.

(a) Press Releases. As soon as practicable following the Effective Date, the Parties shall issue a joint press release announcing the execution of this Agreement in substantially the form attached hereto as **Exhibit B**. Except as required by applicable securities laws (including disclosure requirements of the U.S. Securities and Exchange Commission ("**SEC**"), Shenzhen Stock Exchange or any stock exchange on which securities issued by a Party or its Affiliates are traded), neither Party shall make any other public announcement concerning this Agreement or the subject matter hereof without the prior written consent of the other, [*]; *provided* that each Party may [*]. In the event of a required public announcement, except to the extent impracticable under the circumstances, the Party making such announcement shall provide the other Party with a copy of the proposed text of such announcement (in its original language [*] in advance of the scheduled release to afford such other Party a reasonable opportunity to translate, review and comment upon the proposed text.

(b) Filing of this Agreement and Public Disclosure. The Parties shall coordinate in advance with each other in connection with the filing of this Agreement (including redaction of certain provisions of this Agreement) or the disclosure of this Agreement (including summarized provisions of this Agreement and the Parties' relationship arising out of this Agreement as part of a Party's securities filing) with the SEC, Shenzhen Stock Exchange or any stock exchange or governmental agency on which securities issued by a Party or its Affiliate are traded, and each Party will [*] seek confidential treatment for the terms proposed to be redacted; *provided* that each Party will provide the other Party a copy of the disclosure or version of this Agreement proposed to be filed [*] in advance of the filing, and will consider in good faith comments from the other Party, if any. If a Party proposes to make any material change to a previously filed disclosure or redacted version of this Agreement in a subsequent filing, it will provide the other Party a copy of such proposed material change [*] in advance of the subsequent filing and will consider in good faith comments from the other Party, if any. The Parties will [*] file redacted versions of this Agreement with any governing bodies that are consistent with redacted versions previously filed with any other governing bodies. Other than such obligation, neither Party (nor its Affiliates) will be obligated to consult with or obtain approval from the other Party with respect to any filings to the SEC, Shenzhen Stock Exchange or any stock exchange or other governmental agency on which securities issued by such a Party or its Affiliate are traded.

10.5 Publication. Licensee and its Affiliates shall have the right to make disclosures pertaining to the Development or Commercialization of Compound or the Products in recognized

scientific publications or at scientific conferences in accordance with the following procedure: Licensee will, and will cause its Affiliates to, provide C4T's Patent Coordinator with a copy of the proposed publication, manuscript, abstract or presentation materials (a "**Publication**") at least [*] prior to the submission of a Publication, and C4T will then have [*] to recommend any changes and Licensee shall consider C4T's comments in good faith. In addition, if C4T informs Licensee's Patent Coordinator that such proposed Publication, in C4T's [*] judgment, could be expected to have [*] on any patentable invention Controlled by C4T, or on any C4T's Confidential Information, Licensee will, and will cause its Affiliates to: [*].

10.6 Prior Non-Disclosure Agreement. As of the Effective Date, the terms of this Article 10 shall supersede any prior non-disclosure, secrecy or confidentiality agreement between the Parties (or their Affiliates) dealing with the subject of this Agreement. Any confidential information disclosed pursuant to any such prior agreement shall be deemed Confidential Information for purposes of this Agreement.

10.7 Equitable Relief. Given the nature of the Confidential Information and the competitive damage that would result to a Party upon unauthorized disclosure, use or transfer of its Confidential Information to any Third Party, the Parties agree that monetary damages would not be a sufficient remedy for any breach of this Article 10. In addition to all other remedies, a Party shall be entitled to specific performance and injunctive and other equitable relief as a remedy for any breach or threatened breach of this Article 10.

11. Representations and Warranties; Limitation of Liability

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

(a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder, and the person or persons executing this Agreement on its behalf has been duly authorized to do so by all requisite corporate or partnership action; and

(c) this Agreement is legally binding upon it, enforceable in accordance with its terms, and does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any material law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

11.2 Additional C4T Representations and Warranties. C4T represents and warrants to Licensee that, as of the Effective Date:

(a) Except as disclosed in **Exhibit E**, C4T (i) has sufficient legal and/or beneficial title or ownership or license, free and clear from any mortgages, pledges, liens, security interests, encumbrances, charges or claim of any kind, of the C4T Technology to grant the License that it purports to grant in Section 2.1 and (ii) has not granted any right to any Third Party with respect to the C4T Technology that would conflict with the License or rights granted to Licensee hereunder;

(b) C4T has not received any written notice that any Third Party has taken any action before any patent office or other Governmental Authority or any court or arbitration tribunal, claiming ownership of any C4T Product Technology and C4T [*] Patents, and to the knowledge of C4T, no Third Party [*] has taken any action before any patent office or other Governmental Authority or any court or arbitration tribunal, claiming ownership of the C4T [*] Patents.

(c) to the knowledge of C4T, **Exhibit A** contains a complete and accurate list of all C4T Licensed Patents existing as of the Effective Date; and C4T has not received any written notice from any Third Party asserting or alleging that (i) any Development, Manufacturing or Commercialization of a Compound or Product by C4T prior to the Effective Date or any C4T Technology infringed or misappropriated the intellectual property rights of such Third Party, (ii) the Development, Manufacturing or Commercialization of the Compound or Product in the Licensee Territory would infringe or misappropriate the intellectual property rights of such Third Party; or (iii) any issued patents within the C4T Licensed Patents are invalid or unenforceable;

(d) to the knowledge of C4T, no reexamination, interference, invalidity, opposition, nullity or similar claim or proceeding is pending or threatened with respect to any C4T Licensed Patent and none of C4T Licensed Patents existing as of the Effective Date has been adjudged, in a final and non-appealable decision, invalid, unenforceable or unpatentable by any Governmental Authority of competent jurisdiction;

(e) to the knowledge of C4T, no Third Party is infringing or has infringed any C4T Technology;

(f) to the knowledge of C4T, all maintenance fees, annuity payments, and similar payments relating to the C4T Licensed Patents have been made in a timely manner. Prior to the Effective Date, C4T has not taken action or failed to take an action in connection with filing, prosecuting and maintaining the C4T Licensed Patents owned by C4T set forth in **Exhibit A** in violation of any Applicable Law;

(g) C4T has complied with all Applicable Laws in all material respects in connection with the prosecution of the C4T Licensed Patents owned by C4T, including the duty of candor owed to any patent office pursuant to such Applicable Laws;

(h) Except as disclosed in **Exhibit E**, C4T has not entered into any agreement with any Third Party that is in conflict with the rights granted to Licensee under this Agreement, and has not taken any action that would in any way prevent it from granting the rights granted to Licensee under this Agreement, or that would otherwise materially conflict with or adversely affect Licensee's rights under this Agreement;

(i) to the knowledge of C4T, (i) the transactions contemplated under this Agreement do not involve the use or development of, or engagement in, any technology whose development, commercialization or export is restricted under the Export Control Laws and (ii) the execution, delivery and performance of and compliance with this Agreement and the consummation of the transactions contemplated hereby will not require either Party to obtain a license from applicable Governmental Authorities pursuant to the Export Control Laws;

(j) [*];

(k) [*];

(l) there are no agreements with [*] that are pertinent to the License granted to Licensee in accordance with this Agreement [*] disclosed to Licensee, and to the knowledge of C4T, there has not been any material deficiency in the practicality or enabling of technical solutions of any [*] relating to [*] that cover the Compound or the Product;

(m) C4T has obtained all consents, approvals and authorizations from all Governmental Authorities or other Third Parties required to be obtained by C4T in connection with the execution and performance of this Agreement; and

(n) Except as disclosed in **Exhibit E**, C4T's execution, delivery and performance of and compliance with this Agreement and the grant of the License granted hereunder will not (i) result in any violation, breach or default, or be in conflict with or constitute, either a default under any constitutional documents of C4T, any contract, agreement or instrument or a violation of any Applicable Laws, or an event which results in the creation of any lien, charge or encumbrance upon any C4T Technology; or (ii) infringe, violate, misappropriate or otherwise interfere or conflict with any other rights, title or interest of any Third Party.

11.3 Additional Licensee Representations and Warranties. Licensee represents and warrants to C4T that, as of the Effective Date:

(a) Licensee (i) has the right to grant the license that it purports to grant in Section 2.5; and (ii) has not as of the Effective Date, granted any right to any Third Party that would conflict with the license or rights granted to C4T hereunder;

(b) Licensee has not entered into any agreement with any Third Party that is in conflict with the rights granted to C4T under this Agreement, and has not taken any action that would in any way prevent it from granting the rights granted to Licensee under this Agreement, or that would otherwise materially conflict with or adversely affect C4T's rights under this Agreement;

(c) Licensee has obtained all consents, approvals and authorizations from all Governmental Authorities or other Third Parties required to be obtained by Licensee in connection with the execution and performance of this Agreement;

(d) Licensee's execution, delivery and performance of and compliance with this Agreement and the grant of the licenses to C4T hereunder will not (i) result in any violation, breach or default, or be in conflict with or constitute, either a default under any constitutional documents of Licensee, any contract, agreement or instrument or a violation of any Applicable Laws, or an event which results in the creation of any lien, charge or encumbrance upon any Licensee Technology; or (ii) infringe, violate, misappropriate or otherwise interfere or conflict with any other rights, title or interest of any Third Party;

(e) [*].

11.4 Mutual Covenants. In addition to any covenants made by each Party elsewhere in this Agreement, each Party hereby covenants to the other Party, as of the Effective Date and during the Term, as follows:

(a) it shall, and shall use Commercially Reasonable Efforts to cause its Affiliates and Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) and its and their respective employees and contractors to, exercise the rights granted to it and perform its

obligations under this Agreement in compliance with the Applicable Laws, including obtaining all necessary consents, approvals and authorizations of all applicable Regulatory Authorities and Governmental Authorities as required by the Applicable Laws. Without limiting the foregoing, it shall, and shall use Commercially Reasonable Efforts to cause its Affiliates and Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) and its and their respective employees and contractors to, use any human genetic resources or information related thereto ("**HGR**") under this Agreement in full compliance with all Applicable Laws.

(b) it will not knowingly, during the Term, employ or use, including through the use of Sublicensee(s) (in the case of Licensee) or (sub)licensees (in the case of C4T), or subcontractors, the services of any person who is debarred or disqualified in connection with activities relating to the Compound or Products; and in the event that it becomes aware of the debarment or disqualification or threatened debarment or disqualification of any person providing services to it, its Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T), or subcontractors with respect to any activities relating to the Compound or Products or otherwise related to this Agreement, it will notify the other Party in writing and will cease employing, contracting with, or retaining any such person to perform any services relating to the Compound or Products or this Agreement;

(c) it will not, in connection with the performance of its obligations under this Agreement, directly or indirectly through Third Parties, pay, promise or offer to pay, or authorize the payment of, any money or give any promise or offer to give, or authorize the giving of anything of value to a public official or entity or other person for purpose of obtaining or retaining business for or with, or directing business to, any person, including itself nor will it directly or indirectly promise, offer or provide any corrupt payment, gratuity, emolument, bribe, kickback, illicit gift or hospitality or other illegal or unethical benefit to a public official or entity or any other person in connection with the performance of its obligations under this Agreement;

(d) it has in place an anti-corruption and anti-bribery policy that requires compliance with the applicable Anti-Corruption Laws and, in connection with the performance of its obligations under this Agreement, it shall comply and shall cause its and its Affiliates' employees, contractors and agents to comply with applicable Anti-Corruption Laws and laws for the prevention of fraud, racketeering, money laundering or terrorism;

(e) it shall not, and shall [*] cause its Affiliates and Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T), and its and their respective employees, contractors and agents not to, cause the other Party to be in violation of the Anti-Corruption Laws, Export Control Laws, or any other Applicable Laws, including any other applicable anti-corruption and anti-bribery laws, in connection with or arising as a result of actions or omissions of it or its Affiliates, Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) or its and their respective employees, contractors and agents in respect of or related to this Agreement;

(f) it shall promptly notify the other Party if it has any information or [*] suspicion that there may be a violation of the Anti-Corruption Laws, Export Control Laws, or any other Applicable Laws, including any other applicable anti-corruption and anti-bribery laws and data protection and privacy laws, in connection with the performance of its obligations under this Agreement; and

(g) it will conduct its obligations with respect to each Development Plan and Commercialization Plan in strict adherence with the study design set forth therein, each as may be amended from time to time.

11.5 C4T Covenants. In addition to any covenants made by C4T elsewhere in this Agreement, C4T hereby covenants to Licensee, as of the Effective Date and during the Term, as follows:

(a) C4T shall make or cause to have made all maintenance fee payments, annuity payments, and similar payments relating to the C4T Product Patents and C4T [*] Patents in a [*] manner and shall [*] request that [*] make all maintenance fee payments, annuity payments, and similar payments relating to the C4T [*] Patents in a timely manner;

(b) C4T shall not grant any right to any Third Party that would conflict with the license or rights granted to Licensee hereunder, and shall not take any action that would in any way prevent it from granting the rights granted to Licensee in the Licensee Territory under this Agreement, or that would otherwise [*] affect Licensee's rights in the Licensee Territory under this Agreement;

(c) [*];

(d) [*]; and

(e) C4T shall not, and shall cause its Affiliates not to, become a person or entity with whom U.S. persons or entities is restricted from doing business with under regulations of the OFAC of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order, sanctions, or other governmental action.

11.6 Licensee Covenants. In addition to any covenants made by Licensee elsewhere in this Agreement, Licensee hereby covenants to C4T, as of the Effective Date and during the Term, as follows:

(a) Licensee shall not grant any right to any Third Party that would conflict with the license or rights granted to C4T hereunder;

(b) [*]

(c) [*]

11.7 Performance by Affiliates, Sublicensees and Subcontractors. Licensee may perform some or all of its obligations under this Agreement through one or more Affiliates, subcontractors or Sublicensees; *provided*, in each case, that (a) none of Licensee's rights hereunder are diminished or otherwise adversely affected as a result of such delegation or subcontracting, and (b) each such Affiliate, subcontractor or Sublicensee undertakes in writing obligations of confidentiality and non-use regarding Confidential Information and ownership of Inventions that are substantially the same as those set forth in Article 10 and Section 12.1; and *provided, further*, that Licensee shall at all times be fully responsible for the performance and payment of such Affiliate, subcontractor or Sublicensee.

11.8 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE TECHNOLOGY AND INTELLECTUAL PROPERTY RIGHTS PROVIDED BY EACH

PARTY TO THE OTHER HEREUNDER ARE PROVIDED "AS IS," AND EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OBTAINING SUCCESSFUL RESULTS, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES.

12. Intellectual Property

12.1 Ownership.

(a) Inventions. Inventorship of any Inventions will be determined in accordance with the standards of inventorship and conception under the Applicable Laws.

(b) Product Inventions. Subject to Section 12.1(c), any and all Inventions generated, developed, conceived or reduced to practice (constructively or actually) by or on behalf of either C4T or Licensee alone (including its Affiliates and (sub)licensees, or any of its or their employees, agents and contractors) or jointly by both C4T and Licensee (including jointly by their Affiliates and respective (sub)licensees, or any of its or their employees, agents and contractors) related to the Compound and/or any Product during the Term (collectively, the "**Product Inventions**"), including any Patents filed claiming or disclosing such Product Inventions (collectively, the "**Product Invention Patents**"), shall be solely owned by C4T. The Product Invention Patents shall be included in the C4T Product Patents. Notwithstanding the foregoing, with respect to any Product Invention or Product Invention Patent that is not permitted by the Applicable Laws to be solely owned by C4T in a jurisdiction in the Licensee Territory, (i) such Product Invention or Product Invention Patent in such jurisdiction shall be jointly owned by the Parties, and (ii) subject to and without prejudice to the License granted under Section 2.1 and Licensee's other rights under this Agreement, Licensee hereby grants to C4T a worldwide, exclusive (even as to Licensee), irrevocable, perpetual, fully paid, royalty-free license with the right to sublicense through multiple tiers to any Affiliate of C4T and any Third Party, under Licensee's entire right and interest in and to such Product Invention or Product Invention Patent for any and all purposes. For clarity, subject to the License granted under Section 2.1, C4T is entitled to practice any Product Invention or Product Invention Patent, for any and all purposes on a worldwide basis without consent of and without a duty of accounting to Licensee. Subject to and without prejudice to the License granted under Section 2.1 and Licensee's other rights under this Agreement, Licensee hereby assigns to C4T, Licensee's entire right, title, and interest in and to all Product Inventions and Product Invention Patents.

(c) Licensee Combination Product Inventions. Notwithstanding anything to the contrary in this Agreement or otherwise, any and all Inventions generated, developed, conceived or reduced to practice (constructively or actually) by or on behalf of Licensee alone (including its Affiliates and (sub)licensees, or any of its or their employees, agents and contractors) or jointly by both C4T and Licensee (including jointly by their Affiliates and respective (sub)licensees, or any of its or their employees, agents and contractors) that are related to Licensee Combination Product during the Term (collectively, the "**Licensee Combination Product Inventions**"), including any Patents filed claiming or disclosing such Licensee Combination Product Inventions (collectively, the "**Licensee Combination Product Invention Patents**"), shall be solely owned by Licensee. For clarity, Licensee Combination Product Inventions shall not include C4T

Licensed Patents. Subject to and without prejudice to the licenses granted to C4T under Section 2.5 and C4T's other rights under this Agreement, C4T hereby assigns to Licensee, C4T's entire right, title, and interest in and to all Licensee Combination Product Inventions and Licensee Combination Product Invention Patents.

(d) Solely Owned Other Inventions. As between the Parties, each Party shall solely own (A) any Inventions generated, developed, conceived or reduced to practice (constructively or actually) solely by or on behalf of such Party or its Affiliates and Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T), including their employees, agents and contractors, that do not relate to the Compound and/or any Product (the "**Solely Owned Other Inventions**"), and (B) any Patents filed by such Party or its Affiliates with respect to such Solely Owned Other Inventions (the "**Solely Owned Other Invention Patents**").

(e) Jointly Owned Other Inventions. Any Inventions generated, developed, conceived or reduced to practice (constructively or actually) jointly by or on behalf of Licensee and C4T, their Affiliates and Sublicensees (in the case of Licensee) and (sub)licensees (in the case of C4T), including their employees, agents and contractors, that do not relate to the Compound and/or any Product (the "**Jointly Owned Other Inventions**"), and any Patents that claim or disclose such Jointly Owned Other Inventions (the "**Jointly Owned Other Invention Patents**"), shall be jointly owned by the Parties worldwide. The share of each Party's ownership in the Jointly Owned Other Invention Patents shall be determined based on each Party's contribution to the Jointly Owned Other Inventions claimed or disclosed and be determined in accordance with the standards of inventorship and conception under the Applicable Laws. For clarity, Solely Owned Other Inventions and Jointly Owned Other Inventions do not include Product Inventions. Subject to the rights and licenses granted to each Party herein, (i) each Party and its Affiliates are entitled to practice (including the right to grant exclusive licenses to others) Jointly Owned Other Inventions and Jointly Owned Other Invention Patents for any and all purposes on a worldwide basis without the consent of and without accounting to the other Party; and (ii) each Party will grant and hereby does grant all permissions, consents and waivers with respect to, and all licenses under, the Jointly Owned Other Inventions and Jointly Owned Other Invention Patents, throughout the world, necessary to provide the other Party and its Affiliates with such rights of use and exploitation of the Jointly Owned Other Inventions and Jointly Owned Other Invention Patents, and will execute documents as necessary to accomplish the foregoing.

(f) Disclosure. Each Party shall [*] disclose in writing to the other Party's Patent Coordinator any and all Inventions following the generation, development, conception or reduction to practice thereof solely or jointly by such Party, including all Invention disclosures or other similar documents describing such Inventions submitted to such Party by its Affiliates or Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) or its or their employees, agents or independent contractors. Each Party shall also respond [*] to [*] requests from the other Party for more information relating to such Inventions.

(g) Assignment Obligation. Each Party shall require all of its employees, agents and independent contractors, its Affiliates and Sublicensees (in the case of Licensee) or (sub)licensees (in the case of C4T) and all their employees, agents, and independent contractors who perform activities for such Party under this Agreement to be under an obligation to assign

all of their rights, title and interest in and to the Inventions and Patents related thereto and provide all [*] assistance and execute all documents (including written acknowledgements of having received inventor rewards and remunerations that are legally sufficient under Applicable Laws and waivers of pre-emption rights) [*] in such a way as to effectuate the terms and conditions set forth in this Section 12.1. Betta shall [*] take all actions required by Applicable Laws in the Licensee Territory, at its sole cost, to ensure that, no employees, agents, or independent contractors of Licensee, or those of Licensee's Sublicensees or subcontractors, to the knowledge of Licensee, retain any rights or have a claim in or to any Know-How, Inventions, Patents, or other intellectual property arising or derived from their work relating to this Agreement, including without limitation any right or claim to renumeration or profit-sharing. As between the Parties, Licensee shall be solely responsible for any and all costs associated with paying all inventor rewards and remuneration necessary to fulfill Licensee's obligations under this Section 12.1(g).

12.2 Patent Prosecution and Maintenance.

(a) Definition. For purposes of this Section 12.2, the terms "**prosecute**," "**prosecuting**" and "**prosecution**," when used in reference to any Patent, shall be deemed to include, without limitation, drafting patent applications, filing patent applications, prosecution of patent applications before any patent office, and control of any interferences, reissue proceedings, post-grant or *inter partes* proceedings, oppositions and reexaminations with respect to such Patent.

(b) C4T [*] Patents. As between the Parties, C4T shall have the sole right, but not the obligation, at its own expense, to prosecute and control prosecution and maintenance of all C4T [*] Patents.

(c) C4T Product Patents. As between the Parties, C4T shall have the sole right, but not the obligation, at its own expense, to prosecute and control prosecution and maintenance of all C4T Product Patents and C4T [*] Patents worldwide, *provided* that, during prosecution before any patent office, C4T shall not make any comments in a response filed with any patent office that challenges or intends to disparage the patentability of any invention in or claims of a Licensee Patent. C4T shall keep Licensee [*] informed of progress with regard to the preparation, filing, prosecution and maintenance of C4T Product Patents in the Licensee Territory. C4T will consult with, and consider [*] the requests and suggestions of, Licensee with respect to strategies for filing and prosecuting C4T Product Patents in the Licensee Territory. C4T will notify Licensee of all warning letters, conflict proceedings, re-examinations, reissuance, oppositions, revocation proceedings or any other material challenge relating to a given C4T Product Patent in the Licensee Territory. In the event that C4T desires to abandon or cease prosecution or maintenance of any C4T Product Patent in the Field in the Licensee Territory during the Term, C4T shall provide [*] prior written notice to Licensee of such intention (which notice shall, in any event, be given no later than [*] prior to the next deadline for any action that may be taken with respect to such Patent with the applicable patent office in the Licensee Territory), and upon Licensee's written election provided no later than [*] after such notice from C4T, C4T shall continue prosecution and/or maintenance of such Patent at Licensee's direction and expense. If Licensee does not provide such election within t[*] after such notice from C4T or fails to pay for prosecution or maintenance of any such C4T Product

Patent in the Licensee Territory, with respect to which it has previously made such election, C4T may, in its sole discretion, continue prosecution and maintenance of such Patent or discontinue prosecution and maintenance of such Patent.

(d) Jointly Owned Other Invention Patents. As between the Parties, (i) in the C4T Territory, C4T shall have the first right, but not the obligation, at its own expense, to prosecute and control prosecution and maintenance of the Jointly Owned Other Invention Patents, and (ii) in the Licensee Territory, Licensee shall have the first right, but not the obligation, at its own expense, to prosecute and control prosecution and maintenance of the Jointly Owned Other Invention Patents. Each Party shall keep the other Party [*] informed of progress with regard to the preparation, filing, prosecution and maintenance of Jointly Owned Other Invention Patents in such Party's territory. Each Party will notify the other Party of all warning letters, conflict proceedings, re-examinations, reissuance, oppositions, revocation proceedings or any other material challenge relating to a Jointly Owned Other Invention Patent in such Party's territory. Each Party will consult with, and consider in good faith, the requests and suggestions of, the other Party with respect to strategies for filing and prosecuting Jointly Owned Other Invention Patents in such Party's territory. In the event that one Party desires to abandon or cease prosecution or maintenance of any Jointly Owned Other Invention Patent in such Party's territory during the Term, such Party shall provide [*] prior written notice to the other Party of such intention (which notice shall, in any event, be given no later than [*] prior to the next deadline for any action that may be taken with respect to such Patent with the applicable patent office), and upon the other Party's written election provided no later than [*] after such notice, such Party shall continue prosecution and/or maintenance of such Patent at the other Party's direction and expense. If the other Party does not provide such election within [*] after such notice or fails to pay for prosecution or maintenance of any such Jointly Owned Other Invention Patent, with respect to which it has previously made such election, such Party may, in its sole discretion, continue prosecution and maintenance of such Patent or discontinue prosecution and maintenance of such Patent.

(e) Licensee Combination Product Invention Patents. As between the Parties, Licensee shall have the sole right, but not the obligation, at its own expense, to prosecute and control prosecution and maintenance of the Licensee Combination Product Invention Patents worldwide, *provided* that Licensee shall not make any comments or submit filings to any patent office that disparage or call into question the patentability of any invention in or claims of a C4T Product Patent. Licensee shall keep C4T [*] informed of progress with regard to the preparation, filing, prosecution and maintenance of Licensee Combination Product Invention Patents in the C4T Territory. Licensee will consult with, and consider [*] the requests and suggestions of, C4T with respect to strategies for filing and prosecuting Licensee Combination Product Invention Patents in the C4T Territory. Licensee will notify C4T of all warning letters, conflict proceedings, re-examinations, reissuance, oppositions, revocation proceedings or any other material challenge relating to a given Licensee Combination Product Invention Patent in the C4T Territory. In the event that Licensee desires to abandon or cease prosecution or maintenance of any Licensee Combination Product Invention Patents in the Field in the C4T Territory during the Term, Licensee shall provide [*] prior written notice to C4T of such intention (which notice shall, in any event, be given no later than [*] prior to the next deadline for any action that may be taken with respect to such Patent with the applicable patent office in

the C4T Territory), and upon C4T's written election provided no later than [*] after such notice from Licensee, Licensee shall continue prosecution and/or maintenance of such Patent at C4T's direction and expense. If C4T does not provide such election within [*] after such notice from Licensee or fails to pay for prosecution or maintenance of any such Licensee Combination Product Invention Patent in the C4T Territory, with respect to which it has previously made such election, Licensee may, in its sole discretion, continue prosecution and maintenance of such Patent or discontinue prosecution and maintenance of such Patent.

(f) Solely Owned Other Invention Patents. As between the Parties, each Party shall have the sole right, but not the obligation, at its own expense, to control the preparation, filing, prosecution (including any interferences, reissue proceedings, post-grant or *inter partes* proceedings, oppositions, and re-examinations) and maintenance of all Solely Owned Other Invention Patents that are owned or Controlled by such Party or its Affiliates worldwide.

(g) C4T [*] Patents. The Parties acknowledge, understand, and agree that, as between the Parties [*] has the sole right to prosecute and control prosecution and maintenance of all C4T [*] Patents.

(h) Cooperation of the Parties. Each Party agrees to [*] cooperate in all [*] respects in the preparation, filing, prosecution and maintenance of C4T Product Patents, Jointly Owned Other Invention Patents and Licensee Combination Product Invention Patents and in the obtaining and maintenance of any patent extensions, supplementary protection certificates and the like with respect thereto respectively at its own costs. Such cooperation includes, but is not limited to: (i) executing all papers and instruments, or requiring its employees or contractors, to execute such papers and instruments, so as to enable the other Party to apply for and to prosecute patent applications in any country or region as permitted by this Section 12.2; and (ii) [*] informing the other Party of any matters coming to such Party's attention that may affect the preparation, filing, prosecution or maintenance of any such patent applications or Patents.

12.3 Infringement by Third Parties.

(a) Notice. If either C4T or Licensee becomes aware of any infringement or threatened infringement by a Third Party of any C4T Licensed Patent or Jointly Owned Other Invention Patent, it shall [*] notify the other Party in writing to that effect.

(b) C4T [*] Patents. C4T shall have the sole right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any C4T [*] Patent at its own expense and by counsel of its own choice.

(c) C4T Product Patents. C4T shall have the sole right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any C4T Product Patent at its own expense and by counsel of its own choice, and, to the extent any such infringement is in the Field and the Licensee Territory, Licensee shall have the right, at its own expense, to be represented in any such action by counsel of its own choice. If C4T fails to bring any such action or proceeding with respect to infringement, enforcement, or defense of any C4T Product Patent in the Field in the Licensee Territory within [*] following the notice of alleged infringement, Licensee shall have the right to bring and control any such action at its own expense and by counsel of its own choice but only to the extent such infringement is in the Field and Licensee Territory, and C4T shall have the right, at its own expense, to be represented in any

such action by counsel of its own choice. The provisions of this Section 12.3 are subject to, if any, the rights of C4T's licensee(s) with respect to the Products, whether in or outside the Field and whether in the Licensee Territory or the C4T Territory.

(d) Jointly Owned Other Invention Patents. C4T shall have the first right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any Jointly Owned Other Invention Patent in the C4T Territory at its own expense and by counsel of its own choice, while Licensee shall have the first right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any Jointly Owned Other Invention Patent in the Licensee Territory at its own expense and by counsel of its own choice. If one Party fails to bring any such action or proceeding with respect to infringement, enforcement, or defense of any Jointly Owned Other Invention Patent in such Party's territory within [*] following the notice of alleged infringement, the other Party shall have the right to bring and control any such action at its own expense and by counsel of its own choice but only to the extent such infringement is in the other Party's territory, and such Party shall have the right, at its own expense, to be represented in any such action by counsel of its own choice The provisions of this Section 12.3 are subject to, if any, the rights of C4T's licensee(s) granted in compliance with this Agreement with respect to the Products, whether in or outside the Field and whether in the Licensee Territory or the C4T Territory.

(e) Licensee Combination Product Invention Patents. Licensee shall have the first right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any Licensee Combination Product Invention Patent at its own expense and by counsel of its own choice, and C4T shall have the right, at its own expense, to be represented in any such action by counsel of its own choice. If Licensee fails to bring any such action or proceeding with respect to infringement, enforcement, or defense of any Licensee Combination Product Invention Patent within [*] following the notice of alleged infringement, C4T shall have the right to bring and control any such action at its own expense and by counsel of its own choice, and Licensee shall have the right, at its own expense, to be represented in any such action by counsel of its own choice.

(f) Solely Owned Other Invention Patents. Each Party shall have the sole right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any Solely Owned Other Invention Patent that is owned or Controlled by such Party or its Affiliates at its own expense and by counsel of its own choice.

(g) C4T [*] Patents. The Parties acknowledge, understand, and agree that, as between the Parties and [*] has the sole right, but not the obligation, to bring and control any action or proceeding with respect to infringement, enforcement, or defense of any C4T [*] Patent at its own expense and by counsel of its own choice, and that except for Section 12.3(a), no other provision of this Article 12 will apply to any action or proceeding involving C4T [*] Patents.

(h) Cooperation; Award. In the event a Party brings an action or proceeding in accordance with Sections 12.3(c)-(e), the other Party shall [*] cooperate in all material respects, including, if required to bring such action, the furnishing of a power of attorney or being named as a party. Neither Party shall enter into any settlement or compromise of any action that would in any manner alter, diminish, or be in derogation of the other Party's rights under this Agreement without the prior written consent of such other Party, which shall not be unreasonably

withheld. Except as otherwise agreed by the Parties in connection with a cost-sharing arrangement, any recovery realized by a Party as a result of any action or proceeding pursuant to Sections 12.3(c)-(e), whether by way of settlement or otherwise, shall be applied first to reimburse the Parties' documented out-of-pocket expenses relating to the action or proceeding, and any remaining amounts shall be retained by the Party that brought and controlled such action; *[*]*.

12.4 Infringement of Third Party Rights. Each Party shall promptly notify the other in writing of any allegation by a Third Party that the activity of either Party pursuant to this Agreement infringes or may infringe the intellectual property rights of such Third Party. Neither Party shall have the right to settle any patent infringement litigation under this Section 12.4 in a manner that diminishes the rights or interests of the other Party without the written consent of such other Party [*].

12.5 Patent Coordinators; Patent Coordination Meetings. Each Party will appoint a patent coordinator (each, a "**Patent Coordinator**") to serve as such Party's primary liaison with the other Party on matters described in Article 12 or relating Inventions and Patents and filing, prosecution, maintenance and enforcement of the C4T Product Patents in the Licensee Territory and Licensee Combination Product Invention Patents and Jointly Owned Other Invention Patents worldwide. During the Term of the Agreement, the Patent Coordinators will meet in-person or by means of telephone or video conference at least [*] each Calendar Year or as such other intervals as agreed by the Patent Coordinators. Each Party may replace its Patent Coordinator at any time by providing notice in writing to the other Party. The initial Patent Coordinators will be:

For C4T: [*]

For Licensee: [*]

12.6 Marking. Licensee will mark all Products sold in the Licensee Territory in accordance with the applicable patent marking laws, and will require all of its Affiliates and Sublicensees to do the same. To the extent required by the Applicable Laws, Licensee will indicate on the product packaging, advertisement and promotional materials of the Products sold in the Licensee Territory that such Product is in-licensed from C4T. During the Term, C4T hereby grants to Licensee a non-exclusive, fully paid-up, royalty free, sublicensable license to use C4T's name and corporate logos for the Commercialization of the Product in the Licensee Territory, solely for the purpose and to the extent consistent with the foregoing.

12.7 Patent Listings. With respect to each Product, as between the Parties, C4T shall have the sole right to determine and make all patent listings with Regulatory Authorities or other Governmental Authorities in the C4T Territory, and the Parties shall mutually agree to determine and make all patent listings with Regulatory Authorities or other Governmental Authorities in the Licensee Territory, *provided* that in no event will any C4T [*] Patents or C4T [*] Ligand Patents be included in any patent listing. Each Party shall, and shall cause its Affiliates to, (a) provide to the other Party all information that is necessary or reasonably useful to enable the other Party to make such filing with Regulatory Authorities or other Governmental Authorities and (b)

cooperate with the other Party in connection therewith, including meeting any submission deadlines.

12.8 Patent Term Extension. The Parties will discuss and recommend for which, if any, C4T Product Patents in the Licensee Territory the Parties should seek patent term extensions. Notwithstanding the foregoing, C4T may apply for any such patent term extension in the Licensee Territory with the prior written consent of Licensee. If Licensee provides a written consent for a patent term extension in the Licensee Territory, Licensee shall [*]. All expenses incurred in connection therewith shall be borne by C4T.

12.9 Common Interest. All information exchanged between the Parties regarding the preparation, filing prosecution, maintenance, enforcement and defense of Patents under this Article 12 will be deemed to be Confidential Information of the Party that Controls the Patent or has licensed rights to the Patent to the other Party. In addition, the Parties acknowledge and agree that, with regard to such preparation, filing, prosecution, maintenance, enforcement and defense, the interests of the Parties as collaborators, licensors or licensees are to, for their mutual benefit, obtain patent protection and plan patent defense against potential patentability/invalidity challenges or infringement activities by Third Parties, and as such, are aligned and are legal in nature. Each Party agrees and acknowledges that it has not waived, and nothing in this Agreement constitutes a waiver of, any legal privilege concerning Patents under this Article 12, including privilege under the common interest doctrine and similar or related doctrines. Notwithstanding anything to the contrary in this Agreement, 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 12 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 (which may include 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.

13. Term; Termination

13.1 Term. This Agreement will become effective as of the Effective Date, and unless terminated earlier as provided in this Article 13, will continue, on a Product-by-Product and Region-by-Region or country-by-country basis, in effect until the expiration of the Royalty Term applicable to such Compound or Product and such Region or country (the "**Term**").

13.2 Termination.

(a) Termination For Convenience. At any time, Licensee may terminate this Agreement in its entirety, or on a Product-by-Product and Region-by-Region basis, by providing [*] prior written notice to C4T; *provided* that at any time after such notice by Licensee, C4T may accelerate the effective date of such termination by providing [*] prior written notice to Licensee of such accelerated effective date. [*]

(b) [*].

(c) Material Breach. A Party shall have the right to terminate this Agreement upon written notice to the other Party if such other Party is in material breach of this Agreement and

has not cured such breach within [*] (or [*] with respect to any payment breach hereunder) after notice from the terminating Party requesting cure of the breach. Any such termination shall become effective at the end of such [*] (or [*] with respect to any payment breach hereunder) period unless the breaching Party has cured such breach prior to the end of such period.

(d) Patent Challenge. C4T shall have the right, to the extent permitted by Applicable Laws, to terminate this Agreement immediately upon written notice to Licensee if Licensee or any of its Affiliates or Sublicensees, directly or indirectly through any Third Party, commences any interference or opposition proceeding with respect to, challenges the validity or enforceability of, or opposes any extension of, or the grant of a supplementary protection certificate with respect to, any Patent included within C4T Technology, unless the subject challenge is dismissed or withdrawn and is not thereafter reinstituted or continued within [*]; *provided* that in the event a Sublicensee of Licensee initiates such challenge, C4T may not terminate this Agreement if (i) Licensee successfully causes such Sublicensee to abort such challenge within a [*] cure period, or (ii) Licensee terminates such sublicense within such [*] cure period.

(e) Bankruptcy. A Party shall have the right to terminate this Agreement upon written notice to the other Party upon (i) the bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, winding up or other similar proceedings by or against such other Party under any bankruptcy, insolvency, or other similar law now or hereinafter in effect, including any section or chapter of the United States Bankruptcy Code, as amended or under any similar laws or statutes of the United States or any state thereof, (ii) the making or seeking to make or arrange an assignment for the benefit of creditors of such other Party; (iii) the initiation of proceedings in voluntary or involuntary bankruptcy against such other Party, or is adjudged bankrupt; (iv) the appointment of a receiver or trustee of such other Party's property that is not discharged within [*]; or (v) any corporate action taken by the board of directors of such other Party in furtherance of any of the foregoing actions (collectively, the "**Bankruptcy Event**").

13.3 Effect of Expiration or Termination.

(a) Effect of Expiration. Upon expiration (but not earlier termination) of this Agreement and provided that Licensee has paid all payments payable under this Agreement, the License shall survive on a fully-paid, royalty-free, irrevocable, perpetual basis, with the right to sublicense through multiple tiers of sublicense, and all other rights and obligations of the Parties under this Agreement shall terminate, except as provided elsewhere in this Section 13.3 or in Section 13.4.

(b) Effect of Termination. Upon any termination of this Agreement, the License and all other licenses granted to Licensee under this Agreement shall automatically terminate and revert to C4T, the license granted to C4T under Section 2.5(a) and all other licenses granted to C4T under this Agreement shall automatically terminate and revert to Licensee, and all other rights and obligations of the Parties under this Agreement shall terminate, except as provided elsewhere in this Section 13.3 or in Section 13.4; *provided* that if Licensee has the right to terminate this Agreement pursuant to Section 13.2(c), in lieu of terminating of Agreement, Licensee may elect, upon written notice to C4T, to have this Agreement continue in full force

and effect and reduce the future royalty payments under Sections 8.3, 8.4 and 8.5 by [*] as its sole remedy for such breach. Notwithstanding the foregoing, [*].

(c) Inventory. Upon any termination of this Agreement, the Licensee shall have the right to sell off the remaining stock of the Product in the Licensee Territory within [*] of termination; and C4T shall have the right but not the obligation to purchase the remaining stock of the Product at a price equal to the purchase price paid for such Product. If C4T exercises the right to purchase the remaining stock of the Product, C4T shall also compensate Licensee for any reasonable warehousing, insurance and transportation expenses related to such Product from and after the date on which C4T repurchases it. If this Agreement is terminated by Licensee pursuant to Section 13.2(c) or Section 13.2(e) while the remaining stock of the Product in the Licensee Territory is not allowed to be sold in the Field in the Licensee Territory, C4T shall compensate Licensee for all costs and expenses incurred by Licensee in connection with such remaining stock of the Product (including without limitation any warehousing, insurance and transportation expenses).

(d) Additional Effects of Termination. Upon any termination of this Agreement, except termination of this Agreement by Licensee under Section 13.2(b), Section 13.2(c) or Section 13.2(e), the following provisions shall apply:

(i) [*]As soon as practicable (and in any event within [*]) after such termination, Licensee shall: (A) to the extent not previously provided to C4T, deliver to C4T true, correct and complete copies of all Regulatory Filings (including Regulatory Approvals) for the Products in the Field in the Licensee Territory, and disclose to C4T all Licensee Know-How (including all preclinical and clinical data) not previously disclosed to C4T; (B) transfer or assign, or cause to be transferred or assigned, to C4T or its designee (or to the extent not so assignable, take all reasonable actions to make available to C4T or its designee the benefits of) all Regulatory Filings (including Regulatory Approvals) for the Products in the Field in the Licensee Territory, whether held in the name of Licensee or its Affiliate, provided that, subject to continuing confidentiality obligations under Article 10, Licensee shall have the right to keep one copy of such documents and materials for archival purposes to meet its audit requirements and internal compliance needs, and Licensee shall not be obligated to return or destroy the automatically created electronic copies stored on system back-up tapes; and (C) take such other actions and execute such other instruments, assignments and documents as may be necessary to effect, evidence, register and record the transfer, assignment or other conveyance of rights under this Section 13.3(d)(i) to C4T.

(ii) Licensee shall have the right to elect in its sole discretion to, (A) wind-down any ongoing Development activities of Licensee and its Affiliates and Sublicensees with respect to the Products in the Field in the Licensee Territory in an orderly manner, or (B) [*] transfer the responsibility and control of such Development activities to C4T or its designee, in either case in compliance with all Applicable Laws. If such Development activities are to be transferred to C4T or its designee, Licensee shall [*], transfer and to assist C4T to assume responsibility for and control of such Development activities.

(iii) [*]

(iv) [*]

(e) Confidential Information. Upon expiration or termination of this Agreement in its entirety, except to the extent that a Party retains a license from the other Party as provided in this Article 13, each Party shall promptly return to the other Party, or delete or destroy, all relevant records and materials in such Party's possession or control containing Confidential Information of the other Party; *provided* that such Party may keep one (1) copy of such materials for archival purposes only subject to continuing confidentiality obligations under Article 10.

13.4 Accrued Obligations; Survival. Neither expiration nor any termination of this Agreement shall relieve either Party of any obligation or liability accruing prior to such expiration or termination, nor shall expiration or any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, at law or in equity, with respect to breach of this Agreement. In addition, the Parties' rights and obligations under [*] shall survive expiration or any termination of this Agreement.

13.5 Rights Upon Bankruptcy. All rights and licenses granted under or pursuant to this Agreement are, and shall otherwise be deemed to be, for purposes of the United States Bankruptcy Code and other similar laws in any jurisdiction outside the U.S. (collectively, the "**Bankruptcy Laws**"), licenses of rights to "intellectual property" as defined under the Bankruptcy Laws. If a Bankruptcy Event is commenced during the Term by or against a Party, (a) the Party subject to such Bankruptcy Event shall promptly inform the other Party of such Bankruptcy Event; (b) unless and until this Agreement is rejected as provided in such Bankruptcy Laws, the Party who is a licensee of rights under this Agreement from the Party subject to such Bankruptcy Event shall retain and may fully exercise all of the rights and elections under the Bankruptcy Laws and, subject to the Bankruptcy Laws, other Applicable Laws; (c) unless and until this Agreement is rejected as provided in such Bankruptcy Laws, the Party subject to such Bankruptcy Event (in any capacity, including debtor-in-possession) and its successors and assigns (including a trustee) shall perform all of the obligations provided in this Agreement to be performed by such Party; (d) in the event this Agreement is rejected as provided in such Bankruptcy Laws and the counterparty licensee elects to retain its rights in accordance with and subject to the Bankruptcy Laws, subject to such counterparty licensee's obligations under the Bankruptcy Laws, such counterparty licensee may retain its rights to such intellectual property as such rights existed immediately before the case commenced for the duration of the Agreement and any period for which this Agreement may be extended by such counterparty licensee as of right under other Applicable Laws; and (e) in the event this Agreement is rejected as provided in such Bankruptcy Laws and such counterparty licensee elects to retain its rights in accordance with and subject to the Bankruptcy Laws, subject to such counterparty licensee's obligations under the Bankruptcy Laws, the Party subject to such Bankruptcy Event shall, upon a written request, provide to the other Party a complete duplicate of (or complete access to, as appropriate) any such intellectual property (including any embodiment of such intellectual property) held by the Party subject to such Bankruptcy Event. All rights, powers and remedies of the non-bankrupt Party as provided herein are in addition to and not in substitution for any and all other rights, powers and remedies now or hereafter existing at law or in equity (including, without limitation, the Bankruptcy Laws) subject to the applicability of the Bankruptcy Laws, and the non-bankrupt Party, in addition to the rights, powers and remedies expressly provided herein, shall be entitled to exercise all other such rights and powers and resort to all other remedies as may now or hereafter exist at law or in equity in such event. Each Party hereby

acknowledges, on behalf of itself and its Affiliates, "embodiments" of intellectual property include the following: (a) Data from the research and Development of the Compound and Products; (b) Compound and Product samples and inventory; (c) Product formulations; (d) laboratory notebooks and records from either Party's research and Development relating to any Compound or Product, including from the Development Plan; (e) results from clinical studies of the any Compound or Product; (f) Regulatory Approvals relating to any Compound or Product; and (g) marketing, advertising and promotional materials relating to any Compound or Product.

14. Indemnification

14.1 Indemnification of C4T. Licensee shall indemnify and hold harmless each of C4T and its Affiliates and their respective directors, officers, employees, contractors, consultants, agents and successors and assigns of any of the foregoing (the "**C4T Indemnitees**") from and against any and all losses, damages, liabilities, expenses and costs, including reasonable legal expense and attorneys' fees (the "**Losses**"), incurred by any C4T Indemnitee as a result of any claims, demands, actions, suits or proceedings brought by a Third Party (the "**Third Party Claims**") arising directly or indirectly out of: [*].

14.2 Indemnification of Licensee. C4T shall indemnify and hold harmless each of Licensee and its Affiliates and their respective directors, officers, employees, contractors, consultants, agents and successors and assigns of any of the foregoing (the "**Licensee Indemnitees**"), from and against any and all Losses incurred by any Licensee Indemnitee as a result of any Third Party Claims arising directly or indirectly out of: [*].

14.3 Procedure. A C4T Indemnitee or Licensee Indemnitee that intends to claim indemnification under this Article 14 (the "**Indemnitee**") shall [*] notify the indemnifying Party (the "**Indemnitor**") in writing of any Third Party Claim, in respect of which the Indemnitee intends to claim such indemnification, and the Indemnitor shall have sole control of the defense and/or settlement thereof. The indemnity arrangement in this Article 14 shall not apply to amounts paid in settlement of any action with respect to a Third Party Claim, if such settlement is affected without the consent of the Indemnitor, which consent shall not be withheld or delayed unreasonably. The failure to deliver written notice to the Indemnitor within [*] after the commencement of any action with respect to a Third Party Claim shall only relieve the Indemnitor of its indemnification obligations under this Article 14 if and to the extent the Indemnitor is actually prejudiced by such failure. The Indemnitee shall [*] cooperate in all material respects with the Indemnitor and its legal representatives in the investigation of any action with respect to a Third Party Claim covered by this indemnification.

14.4 Insurance. [*]

14.5 Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 14.5 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF ANY PARTY UNDER SECTION 14.1 OR 14.2, OR DAMAGES

AVAILABLE FOR A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN ARTICLE 10.

15. Dispute Resolution

15.1 Disputes. The Parties recognize that disputes as to certain matters arising out of or in connection with this Agreement may arise from time to time. It is the objective of the Parties to establish procedures to facilitate the resolution of disputes arising out of or in connection with this Agreement in an expedited manner by mutual cooperation. To accomplish this objective, any and all disputes between the Parties arising out of or in connection with this Agreement will first be referred to the Executive Officers for resolution and the Executive Officers will attempt to resolve the matter in good faith. If the Executive Officers fail to resolve such matter within [*] after the date on which the matter is referred to the Executive Officers (unless a longer period is agreed to by the Parties in writing), then either Party may submit the dispute for final resolution by binding arbitration in accordance with Section 15.2.

15.2 Arbitration. Each dispute, difference, controversy or claim arising out of or in connection with or related or incidental to, or question occurring under, this Agreement or the subject matter hereof that cannot be resolved pursuant to Section 15.1 (or if the Parties fail to submit the dispute to the Executive Officers within [*] after one Party provides to the other Party a written notice of such dispute) will be referred to and finally resolved by binding arbitration administered by [*] pursuant to its C[*] (the "**Rules**"). Each Party will, within [*] after the institution of the arbitration proceedings appoint one (1) arbitrator, with the third arbitrator to be selected by mutual agreement of the two (2) arbitrators appointed by the Parties, and each arbitrator will have significant experience in the biopharmaceutical industry. If the two initial arbitrators are unable to select a third arbitrator within [*], the third arbitrator will be appointed in accordance with the Rules. The arbitrators may engage an independent expert with experience in the subject matter of the particular dispute to advise the arbitrators. The foregoing arbitration proceedings may be commenced by either Party by notice to the other Party. The seat, or legal place, of the arbitration will be [*], and unless otherwise agreed by the Parties, all such arbitration proceedings will be held in [*]; *provided*, *however*, that proceedings may be conducted by telephone conference call with the consent of the Parties and the arbitrator(s). All arbitration proceedings will be conducted in the English language. The arbitrators will consider grants of equitable relief and orders for specific performance as co-equal remedies along with awards of monetary damages. The arbitrators will have no authority to award punitive damages. The Parties will share equally the cost of the arbitration filing and hearing fees, the cost of any independent expert retained by the arbitrators, and the cost of the arbitrators and administrative fees of [*], unless otherwise ordered by the arbitrators. Each Party will bear its own costs and attorneys' and witnesses' fees and associated costs and expenses. The Parties hereby agree that the arbitrators have authority to issue rulings and orders regarding all procedural and evidentiary matters that the arbitrators deem reasonable and necessary with or without petition therefore by the Parties as well as the final ruling and judgment. All rulings by the arbitrators will be final. The provisions of this Section 15.2 may be enforced and judgment on the award (including equitable remedies) granted in any arbitration hereunder may be entered in any court having jurisdiction over the award or any of the Parties or any of their respective assets. Except to the extent necessary to confirm or challenge an award or as may be required by Applicable Law,

neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties, provided that either Party may make such disclosures as are permitted for Confidential Information of the other Party under Article 10 above. Nothing in this Article 15 will preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding. Notwithstanding the Parties' agreement to arbitrate, unless the Parties agree in writing in any particular case, claims and disputes between the Parties with respect to, or for which resolution depends in whole or in part on a determination of the ownership, inventorship, interpretation, scope, validity, enforceability or infringement of, Patent rights relating to any Products will not be subject to arbitration under this Agreement, and the Parties may pursue whatever rights and remedies may be available to them under law or equity, including litigation in a court of competent jurisdiction, with respect to such claims and disputes.

16. Miscellaneous

16.1 Governing Law. This Agreement and any disputes, claims, or actions related thereto shall be governed by and construed in accordance with the laws of [*], without regard to the conflicts of law provisions thereof.

16.2 Entire Agreement; Amendment. This Agreement, including the Exhibits hereto, together with the Development Plan(s), sets forth all of the agreements and understandings between the Parties with respect to the subject matter hereof and thereof, and supersedes and terminates all prior agreements and understandings between the Parties with respect to the subject matter hereof and thereof. There are no other agreements or understandings with respect to the subject matter hereof, either oral or written, between the Parties. Except as expressly set forth in this Agreement, no subsequent amendment, modification or addition to this Agreement shall be binding upon the Parties unless reduced to writing and signed by the respective authorized officers of the Parties.

16.3 Further Assurances. Each Party will duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including the filing of such assignments, agreements, documents, and instruments, as may be necessary or as any other Party may reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes hereof, or to better assure and confirm unto such other Party its rights and remedies under this Agreement.

16.4 Relationship Between the Parties. The Parties' relationship, as established by this Agreement, is solely that of independent contractors. This Agreement does not create any partnership, joint venture or similar business relationship between the Parties. Neither Party is a legal representative of the other Party, and neither Party can assume or create any obligation, representation, warranty or guarantee, express or implied, on behalf of the other Party for any purpose whatsoever.

16.5 Non-Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in

part, in that instance or in any other instance. Any waiver by a Party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by such Party.

16.6 Assignment. Except as expressly provided hereunder and subject to terms and conditions of this Agreement, this Agreement may not be assigned or otherwise transferred by a Party without the prior written consent of the other Party, except (a) to an Affiliate of such Party, *provided* that the assigning Party shall remain liable and responsible to the non-assigning Party hereto for the performance and observance of all such duties and obligations by such Affiliate, or (b) to a Third Party in connection with the sale of all or substantially all of its assets to which this Agreement relates, whether in a merger, acquisition, sale of stock, sale of assets, reorganization, or other transaction or series of related transactions, *provided* that the assigning Party shall provide to the non-assigning Party a written covenant (in form and substance reasonably satisfactory to the non-assigning Party) from such Third Party to the non-assigning Party that such Third Party will continue to perform the assigning Party's obligations under this Agreement. Notwithstanding the foregoing, neither Party may sell, assign or otherwise pledge as a security all or any part of its rights to receive royalties and other related payments under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties, and the name of a Party appearing herein will be deemed to include the name of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this Section 16.6. Any assignment in violation of this Agreement shall be void.

16.7 No Third Party Beneficiaries. This Agreement is neither expressly nor impliedly made for the benefit of any party other than those executing it.

16.8 Severability. If, for any reason, any part of this Agreement is adjudicated invalid, unenforceable or illegal by a court of competent jurisdiction, such adjudication shall not affect or impair, in whole or in part, the validity, enforceability or legality of any remaining portions of this Agreement. All remaining portions shall remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable or illegal part. The Parties shall use their commercially reasonable efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) in a way that, to the extent practicable and legally permissible, implements the original intent of the Parties.

16.9 Notices. Any notice to be given under this Agreement must be in writing and delivered either in person, by any method of mail (postage prepaid) requiring return receipt, by overnight courier, by facsimile, or by electronic mail, confirmed thereafter by any of the foregoing, to the Party to be notified at its address(es) given below, or at any address such Party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (a) the date of actual receipt; (b) if delivered by overnight courier, [*] after delivery; or (c) if sent by facsimile, upon electronic confirmation of receipt.

if to C4T: C4 Therapeutics, Inc.
490 Arsenal Way, Suite 120
Watertown, MA 02472

Attention: [*]
Email address(es): [*]

with a copy to: Goodwin Procter LLP
The New York Times Building
620 Eighth Avenue
New York, NY 10018

Attention: [*]
Facsimile No.: [*]
Email address: [*]

and

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210

Attention: [*]
Facsimile No.: [*]
Email address: [*]

if to Licensee: Betta Pharmaceuticals Co. Ltd.

355 Xingzhong Road

Yuhang, Hangzhou, Zhejiang, 311100, China

Attention: [*]
Facsimile No.: [*]
Email address(es): [*]

with a copy to: Han Kun Law Offices
9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Ave.,
Beijing 100738, P. R. China
Attention: [*]
Facsimile No.:| [*]
Email address(es): [*]

16.10 Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, regional or worldwide epidemic or pandemic, war, civil unrest, acts of terrorism, accident, destruction or other casualty (a "**Force Majeure Event**"). Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. The Parties agree the effects of the COVID-19 pandemic that is ongoing as of the Effective Date may be invoked as a Force Majeure Event for the purposes of this Agreement

even though the pandemic is ongoing solely to the extent those effects are not reasonably foreseeable by the Parties as of the Effective Date. Notice of a Party's failure or delay in performance due to a Force Majeure Event must be given to the other Party within [*] after its occurrence.

16.11 Interpretation; Language. The headings of clauses contained in this Agreement preceding the text of the sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction. All references in this Agreement to the singular shall include the plural where applicable. Unless otherwise specified, references in this Agreement to any Article shall include all Sections, subsections and paragraphs in such Article, references to any Section shall include all subsections and paragraphs in such Section, and references in this Agreement to any subsection shall include all paragraphs in such subsection. The word "including" and similar words mean "including without limitation," whether or not specifically stated. The word "or" means "and/or" unless the context dictates otherwise because the subject of the conjunction is mutually exclusive. The words "herein," "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision. The words "pharmaceuticals" or "drugs" include biologics unless expressly indicated otherwise. All references to days in this Agreement shall mean calendar days, unless otherwise specified. All references to any Applicable Law in this Agreement shall mean such Applicable Law as amended, restated, supplanted or otherwise modified from time to time. Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either Party, irrespective of which Party may be deemed to have caused the ambiguity or uncertainty to exist.

(a) This Agreement has been prepared in the English language and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, including in respect of any disputes arising under this Agreement, and all written, electronic, oral or other communications between the Parties regarding this Agreement shall be in the English language.

16.12 [*] [*]Construction. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in a favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

16.13 Use of Names, Logos or Symbols. Subject to Sections 6.4 and 12.6 and Article 10, each Party hereby grants the other Party a non-exclusive, limited right to use the other Party's name, trademarks, trade names on the other Party's website, in a Party's internal or external materials or presentations relating to the Party's pipeline, programs, or partnerships and collaborations, or in materials prepared in connection with a bona fide actual or prospective loan, financing or investment. For clarity, neither Party will use the name, trademarks, trade names, physical likeness, employee names or owner symbol of the other Party for any other purpose without the prior written consent of the other Party.

16.14 Counterparts; Electronic Signatures. This Agreement may be executed in counterparts, including by transmission of facsimile or PDF copies of signature pages to the Parties or their representative legal counsel, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one and the same instrument. Electronic, facsimile or PDF image signatures shall be treated as original signatures, with the understanding that each Party expressly agrees that such Party shall be bound by its own electronically transmitted signature and shall accept the electronically transmitted signature of the other Party (including through the use of eSignature platforms such as DocuSign®). No Party will raise the use of electronic delivery to transmit 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.

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In Witness Whereof, the Parties hereto have duly executed this **License and Collaboration Agreement** as of the Effective Date.

C4 Therapeutics, Inc.
By: /s/ Andrew J. Hirsch

Name: Andrew J. Hirsch

Title: President and Chief Executive Officer

Betta Pharmaceuticals Co., Ltd.
By: /s/ Lieming Ding

Name: Lieming Ding

Title: Chairman of the Board and Chief Executive Officer

Exhibit A

Schedule of C4T Licensed Patents

[*]

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

[*]

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

[*]

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

[*]

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

Exhibit B

Press Release

[*]

Exhibit C

Development Plan[*]

ACTIVE/119414966.70

Exhibit D

Bank Account Details

[*]

ACTIVE/119414966.70

Exhibit E

Perceptive Agreement

[*]

STOCK PURCHASE AGREEMENT

between

C4 Therapeutics, Inc.,

Betta Investment (Hong Kong) Limited

and

Betta Pharmaceuticals Co., Ltd.

Dated as of May 29, 2023

STOCK PURCHASE AGREEMENT

This **Stock Purchase Agreement** (this "**Agreement**") is made as of May 29, 2023, by and among **C4 Therapeutics, Inc.**, a Delaware corporation (the "**Company**"), **Betta Investment (Hong Kong) Limited**, a limited liability company established under the laws of Hong Kong (the "**Investor**"), and **Betta Pharmaceuticals Co., Ltd.**, a limited liability company established under the laws of PRC and the sole stockholder of the Investor (the "**Parent**").

WHEREAS, pursuant to the terms and subject to the conditions set forth in this Agreement, the Company desires to issue and sell to the Investor, and the Investor desires to subscribe for and purchase from the Company, certain shares of common stock, par value $0.0001 per share, of the Company (the "**Common Stock**"); and

WHEREAS, in partial consideration for the Investor's willingness to enter into this Agreement, the Company and the Investor are entering into the License Agreement (as defined below).

NOW, THEREFORE, in consideration of the following mutual promises and obligations, and for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Investor and the Company agree as follows:

1. Definitions.

1.1 Defined Terms . Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the License Agreement. In addition, when used in this Agreement, the following terms shall have the respective meanings specified therefor below:

"**Affiliate**" shall mean, with respect to any Person, another Person which controls, is controlled by or is under common control with such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise. Without limiting the generality of the foregoing, a Person shall be deemed to "**control**" another Person if any of the following conditions is met: (i) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares having the right to vote for the election of directors; and (ii) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest. For the purposes of this Agreement, in no event shall the Investor or any of its Affiliates be deemed Affiliates of the Company or any of its Affiliates, nor shall the Company or any of its Affiliates be deemed Affiliates of the Investor or any of its Affiliates.

"**Agreement**" shall have the meaning set forth in the Preamble, including all Exhibits attached hereto.

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

"**Business Day**" shall mean a day on which commercial banking institutions in New York, New York, the Hong Kong Special Administrative Region and Beijing, the PRC are open for business.

"**CFIUS Laws**" shall mean the laws, regulations, interim regulations, pilot programs, interpretations and rules pertaining to Committee on Foreign Investment in the United States, as

amended from time to time, including, but no limited to, Section 721 of the Defense Production Act of 1950, the Foreign Investment Risk Review Modernization Act of 2018, the Export Control Reform Act of 2018, and 31 C.F.R. Part 800 and 31 C.F.R. 801 (Provisions Pertaining to Certain Investments in the United States by Foreign Persons).

"**Cross Receipt**" shall mean an executed document signed by each of the Company and the Investor, in substantially the form of Exhibit A attached hereto.

"**Effect**" shall have the meaning set forth in the definition of "Material Adverse Effect."

"**Governmental Authority**" shall mean any court, agency, authority, department, regulatory body or other instrumentality of any government or country or of any national, federal, state, provincial, regional, county, city or other political subdivision of any such government or country or any supranational organization of which any such country is a member.

"Group Companies" shall mean the Company, each Person (except individuals) controlled by the Company and their respective subsidiaries from time to time (each, a "**Group Company**"), unless the text specifically indicates otherwise.

"**JAMS**" shall mean Judicial Arbitration and Mediation Services.

"**Law**" or "**Laws**" shall mean all laws, statutes, rules, regulations, orders, judgments, injunctions and/or ordinances of any Governmental Authority.

"**License Agreement**" shall mean the License Agreement between the Company and the Parent, dated as of the date hereof.

"**Material Adverse Effect**" shall mean any change, event or occurrence (each, an "**Effect**") that, individually or when taken together with all other Effects, has or would reasonably be expected to have (i) a material adverse effect on the business, condition (financial or otherwise), assets, or results of operations of any Group Company, (ii) a material adverse effect on any Group Company's ability to perform its obligations, or consummate the proposed transactions, in accordance with the terms of the Transaction Agreements, or (iii) a material adverse effect on the validity or enforceability of the Transaction Agreements, except in the case of (i) or (ii) to the extent that any such Effect results from or arises out of: (A) changes in conditions in the United States or global economy or capital or financial markets generally, including changes in interest or exchange rates, (B) changes in general legal, regulatory, political, economic or business conditions or changes in generally accepted accounting principles in the United States or interpretations thereof that, in each case, generally affect the biotechnology or biopharmaceutical industries, (C) the announcement, pendency or performance of this Agreement or the License Agreement, or the consummation of the Transaction or the identity of the Investor, (D) any change in the trading prices or trading volume of the Common Stock (it being understood that the facts giving rise to or contributing to any such change may be deemed to constitute, or be taken into account when determining whether there has been or will be, a Material Adverse Effect, except to the extent any of such facts is an Effect referred in clauses (A) through (H) of this definition), (E) acts of war, sabotage or terrorism, or any escalation or worsening of any such acts of war, sabotage or terrorism, (F) earthquakes, hurricanes, floods or other natural disasters, (G) any action taken by the Company required by

this Agreement or the License Agreement, or with the Investor's prior written consent, (H) any breach or violation by the Parent or any of its Affiliates under the License Agreement; *provided*, that, with respect to clauses (A), (B), (E) and (F), such Effect does not have a materially disproportionate and adverse effect on the Group Companies, taken as a whole, relative to other companies in the biotechnology or biopharmaceutical industries.

"**Material Contract**" means all contracts or other written instruments entered into by the Company on or prior to the Closing Date that are required to be filed as exhibits by the Company in the Company SEC Documents pursuant to applicable Laws.

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

"**ODI Approvals**" means all consents and approvals of relevant Governmental Authorities in respect of the ODI Filings for the purchase of the Shares.

"**ODI Filings**" means (i) the outbound direct investment filing with the National Development and Reform Commission of the PRC or its competent local counterpart; (ii) the outbound direct investment filing with the Ministry of Commerce of the PRC or its competent local counterpart; (iii) the outbound direct investment foreign exchange registration with the State Administration of Foreign Exchange of the PRC or its competent local counterpart or authorized bank.

"**Organizational Documents**" shall mean (i) the Fifth Amended and Restated Certificate of Incorporation of the Company, dated as of October 6, 2020, as may be amended and/or restated from time to time and (ii) the Second Amended and Restated Bylaws of the Company, dated as of September 10, 2020, as may be amended and/or restated from time to time, and other similar organizational documents of the Company.

"**Party**" shall mean the Company, the Parent or the Investor individually, and "**Parties**" shall mean the Company, the Parent and the Investor collectively.

"**Person**" shall mean any individual, partnership, limited liability company, firm, corporation, trust, unincorporated organization, government or any department or agency thereof or other entity, as well as any syndicate or group that would be deemed to be a Person under Section 13(d)(3) of the Exchange Act.

"**PRC**" shall mean the People's Republic of China, but solely for the purpose of this Agreement, excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and the Islands of Taiwan.

"**Repayment Event**" means any event or condition which gives the holder of any note, debenture, or other evidence of indebtedness (or any Person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or any of its subsidiaries.

"**Reporting Period**" means the period commencing on the Closing Date and ending on the earliest of: (i) the date as of which the Investor may sell all of the Shares under Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirements under Rule 144(c)(1) (or any successor thereto) promulgated under the Securities Act; (ii) the second anniversary of the

Closing Date, and (iii) the date on which such Investor shall have sold all of the Shares pursuant to a Registration Statement.

"**Restricted Term**" means the period from and after the Closing Date until the one-year anniversary of the Closing.

"**Third Party**" shall mean any Person other than the Parent, the Investor, the Company or any Affiliate of the Parent, the Investor or the Company.

"**Trading Day**" means a day on which Nasdaq is open for trading.

"**Transaction**" means the issuance and sale of the Shares by the Company, and the purchase of the Shares by the Investor, in accordance with the terms hereof.

"**Transaction Agreements**" shall mean this Agreement and the License Agreement.

1.2 Additional Defined Terms. In addition to the terms defined in Section 1.1, the following terms shall have the respective meanings assigned thereto in the sections indicated below:

Defined Term	Section
Aggregate Purchase Price	Section 2
Closing	Section 3.1
Closing Date	Section 3.1
Common Stock	Preamble
Company	Preamble
Company SEC Documents	Section 4.11(a)
Cut Back Shares	Section 10.2
Effectiveness Deadline	Section 10.1
Effectiveness Failure	Section 10.4
Exchange Act	Section 4.11(a)
FCPA	Section 4.26
Filing Deadline	Section 10.1
Filing Failure	Section 10.4
Force Majeure Event	Section 13.5

Intellectual Property	Section 4.13
Investor	Preamble
Leased Real Property	Section 4.14
Losses	Section 11.1
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Registration Statement	Section 10.1
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Securities Act	Section 4.11(a)
Shares	Section 2
Staff	Section 10.2
Termination Date	Section 12.1(b)
USPTO	Section 4.13

2. Purchase and Sale of Common Stock. Subject to the terms and conditions of this Agreement, at the Closing, the Company shall issue and sell to the Investor, free and clear of all liens, and the Investor shall purchase from the Company, 5,567,928 shares of Common Stock (the "**Shares**") for $4.49 per share (which the Parties agree represents a price per share equal to

125% of the daily volume-weighted average per share price of the Common Stock on Nasdaq over the sixty (60) Trading Day period ending on and including May 24, 2023), or $24,999,996.72 in the aggregate (the "**Aggregate Purchase Price**"), *provided, however*, that in the event of any stock dividend, stock split, combination of shares or recapitalization with respect to the Common Stock after the date of this Agreement and on or prior to the Closing, the number of Shares shall be adjusted proportionately. The Parties agree that the Parent, as the sole stockholder of the Investor, shall guarantee the performance of the Investor's obligations hereunder.

3. Closing Date; Deliveries.

3.1 Closing Date. Subject to the satisfaction or waiver of all the conditions to the Closing set forth in Sections 6, 7 and 8 hereof (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction or, to the extent permissible, waiver of such conditions at the Closing), the closing of the purchase and sale of the Shares hereunder (the "**Closing**") shall be held remotely via the exchange of documents and signatures at such time and date as the Parties may agree. The date the Closing occurs is hereinafter referred to as the "**Closing Date**".

3.2 Deliveries.

(a) Deliveries by the Company. At the Closing, the Company shall instruct its transfer agent to (i) register the Shares in book-entry in the name of the Investor and (ii) deliver the written confirmation of the book-entry delivery of the Shares to the Investor. The Company shall also deliver at the Closing: (i) a duly executed Cross Receipt; (ii) a certificate in form and substance reasonably satisfactory to the Investor and duly executed on behalf of the Company by an authorized executive officer of the Company, certifying that the conditions to Closing set forth in Sections 6 and 8 of this Agreement have been fulfilled; and (iii) a certificate of the secretary of the Company dated as of the Closing Date certifying (A) that attached thereto are true and complete copies of the Organizational Documents in effect on the Closing Date, (B) that attached thereto is a true and complete copy of all resolutions adopted by the Board of Directors of the Company authorizing the execution, delivery and performance of the Transaction Agreements and the Transaction and that all such resolutions are in full force and effect and are all the resolutions adopted in connection with the transactions contemplated hereby as of the Closing Date, and (C) as to the incumbency and specimen signature of any officer of the Company executing a Transaction Agreement on behalf of the Company.

(b) Deliveries by the Investor. At the Closing, the Investor shall deliver to the Company the Aggregate Purchase Price by wire transfer of immediately available United States funds to an account designated by the Company. The Company shall notify the Investor in writing of the wiring instructions for such account not less than fifteen (15) Business Days before the Closing Date. The Investor shall also deliver, or cause to be delivered, at the Closing a duly executed Cross Receipt.

4. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investor as of the date hereof and as of the Closing Date, except as set forth on the Disclosure Schedule attached hereto as Exhibit B delivered as of the date hereof, that:

4.1 Organization, Good Standing and Qualification.

(a) The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. The Company has all requisite corporate power, corporate authority, and all governmental licenses, authorizations, permits, consents and approvals required to own, lease and operate its properties and assets, to carry on its business as now conducted, and as proposed to be conducted as described in the Company SEC Documents, to enter into the Agreement, to issue and sell the Shares, and to perform its obligations under and to carry out the other transactions contemplated by the Agreement.

(b) The Company is qualified to transact business and is in good standing in each jurisdiction in which the character of the properties owned, leased or operated by the Company or the nature of the business conducted by the Company makes such qualification necessary, except where the failure to be so qualified would not have a Material Adverse Effect. True and correct copies of the Company's Organizational Documents as in effect on the date hereof and the Closing Date, are each filed or incorporated by reference as exhibits to the Company SEC Documents (as defined below).

4.2 Capitalization and Voting Rights.

(a) The authorized capital of the Company as of the date hereof consists of: (i) 150,000,000 shares of Common Stock of which, as of March 31, 2023, 49,052,509 shares were issued and outstanding, 9,557,693 shares were issuable upon the exercise of stock options outstanding or the vesting of outstanding restricted stock units, 4,255,724 shares were reserved for issuance in connection with future grants of awards pursuant to the Company's equity incentive plans, and 1,786,165 shares were reserved for future issuance under the Company's employee stock purchase plan, which plans are described in the Company SEC Documents; and (ii) 10,000,000 shares of undesignated preferred stock, par value $0.0001 per share, none of which are issued and outstanding as of the date of this Agreement. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable and were issued in compliance with applicable federal and state securities Laws and not in violation of any preemptive rights or similar rights to subscribe for or purchase securities.

(b) Except as described or referred to in Section 4.2(a) above, as of the date hereof, there are not: (i) any outstanding equity securities, options, warrants, rights (including conversion or preemptive rights) or other agreements pursuant to which the Company is or may become obligated to issue, sell or repurchase any shares of its capital stock or any other securities of the Company or pay any dividend or make any distribution; or (ii) any restrictions on the transfer of capital stock of the Company other than pursuant to state and federal securities Laws.

(c) All authorized shares of Common Stock are entitled to one vote per share. There are no stockholders' agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the Company's knowledge, between or among any of the Company's stockholders.

(d) The Company does not have any outstanding stockholder rights plans or "poison pill" or any similar arrangement in effect giving any Person the right to purchase any equity interest in the Company upon the occurrence of certain events.

4.3 Subsidiaries. The Company has disclosed all of the Group Companies and their respective jurisdictions of incorporation in the Disclosure Schedule attached hereto. Each Group Company is a corporation duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation, has all corporate powers and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted, is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction where such qualification is necessary. All the outstanding shares of capital stock (if any) of each Group Company have been duly authorized and validly issued, are fully paid and nonassessable, issued in compliance with applicable federal and state securities Laws and not in violation of any preemptive rights or similar rights to subscribe for or purchase securities, and are owned by the Company directly or indirectly, free and clear of any pledge, claim, lien, encumbrance, mortgage, security interest, restriction upon voting or transfer or any other claim, including any statutory or contractual preemptive rights, resale rights, rights of first refusal or other similar rights. As of the date hereof, there are not: (i) any outstanding equity securities, options, warrants, rights (including conversion or preemptive rights) or other agreements pursuant to which any Group Company is or may become obligated to issue, sell or repurchase any shares of its capital stock or any other securities of such subsidiary; or (ii) any obligation (contingent or otherwise) to repurchase, redeem or otherwise acquire any of its equity securities or any interests therein or to pay any dividend or make any distribution in respect thereof.

4.4 Authorization.

(a) All requisite corporate action on the part of the Company, its directors and stockholders for the authorization, execution and delivery by the Company of the Agreement and the performance of all obligations of the Company hereunder and thereunder, including the authorization, issuance and delivery of the Shares, has been taken.

(b) This Agreement has been duly executed and delivered by the Company, and upon the due execution and delivery of this Agreement by the Investor, this Agreement will constitute valid and legally binding obligation of the Company, enforceable against the Company in accordance with its terms (except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application relating to or affecting enforcement of creditors' rights and (ii) rules of Law governing specific performance, injunctive relief or other equitable remedies and limitations of public policy).

(c) No stop order or suspension of trading of the Common Stock has been imposed by the Nasdaq Global Select Market, the SEC or any other Governmental Authority and remains in effect.

4.5 No Defaults. No Group Company is in material default under or in material violation of (a) its Organizational Documents, (b) to the knowledge of the Company, any provision of applicable Law or any ruling, writ, injunction, order, Permit, judgment or decree of any Governmental Authority or (c) any agreement, arrangement or instrument, whether written or oral, by which such Group Company or any of its assets are bound. To the knowledge of the Company, there exists no condition, event or act which after notice, lapse of time, or both, would constitute a material default or violation by the Company under any of the foregoing.

4.6 No Conflicts. The execution, delivery and performance of this Agreement, and compliance with the provisions hereof by the Company do not and shall not: (a) violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, (b) constitute a breach of, or default under (or an event that, with notice or lapse of time or both, would become a default under) or conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which any Group Company or any of its assets are bound, (c) result in any encumbrance upon any of the Shares, other than restrictions on resale pursuant to securities Laws, (d) violate or conflict with any of the provisions of the Company's Organizational Documents; or (e) conflict with or result in a breach or violation of any of the terms or provisions of, constitute a default or a Repayment Event under, or result in the creation or imposition of any lien, encumbrance, security interest, claim or charge upon any property or assets of any Group Company pursuant to, any indenture, mortgage, deed of trust, loan agreement, lease or other agreement, arrangement or instrument, whether written or oral, to which such Group Company is a party or by which such Group Company is bound or to which any of the property or assets of such Group Company is subject.

4.7 No Governmental Authority or Third-Party Consents. No consent, approval, authorization or other order of, declaration to, or filing with, or notice to, any Governmental Authority or securities exchange or other Third Party is required to be obtained or made by the Company in connection with the authorization, execution and delivery by the Company of this Agreement, or with the authorization, issue and sale by the Company of the Shares, except such filings as may be required to be made with the U.S. Securities and Exchange Commission (the "**SEC**") and with any state blue sky or securities regulatory authority, which filings shall be made in a timely manner in accordance with all applicable Laws.

4.8 Valid Issuance of Shares. When issued, sold and delivered at the Closing in accordance with the terms hereof for the Aggregate Purchase Price, the Shares shall be duly authorized, validly issued, fully paid and nonassessable, free from any pledge, claims, liens, encumbrances, mortgages, security interests, or restrictions on transfer, including preemptive rights, rights of first refusal, purchase options, call options, subscription rights or other similar rights, other than as arising solely as a result of any action by the Investor not contemplated under this Agreement or the restrictions on transfer under applicable federal or state securities Laws.

4.9 Litigation. There is no claim, action, suit, arbitration, proceeding or investigation pending (of which the Company has received notice or otherwise has knowledge) or, to the Company's knowledge, threatened against or affecting any of the Group Companies, or any of their respective assets or, to the knowledge of the Company, any of their respective officers or directors in their capacity as such, including any such claim, action, suit, arbitration or similar proceeding, or investigation that questions the validity of this Agreement or the right of the Company to consummate the transactions contemplated in this Agreement, or which the Company intends to initiate that has had or is reasonably likely to have a Material Adverse Effect. No judgment, order, writ, injunction, decree or award has been issued by or, to the knowledge of the Company, requested of any Governmental Authority that could be reasonably expected to result in a Material Adverse Effect.

4.10 Licenses and Other Rights; Compliance with Laws. Each Group Company has all material franchises, permits, licenses, certificates, authorizations, clearances, approvals, permits or amendments thereto, and other rights and privileges ("**Permits**") necessary to permit it to own its properties and to conduct its business as presently conducted and is in compliance thereunder in all material respects. None of the Group Companies has taken any action that would interfere in any material respect with its ability to renew all such Permit(s) and none of the Group Companies has received any notice of proceedings relating to the revocation, termination, impairment or modification of, or non-compliance with, any such Permits. None of the Group Companies has failed to file with any Governmental Authority any required material application, submission, report, document, notice, supplement or amendment to any Permit, and all such filings were in material compliance with applicable Laws when filed and have been supplemented as necessary to remain in material compliance with applicable Laws. Each Group Company is and has been in compliance in all material respects with all Laws applicable to its business, properties and assets, and to the products and services sold by it. None of the Group Companies has received any written notification of any pending or threatened action, suit, or investigation from any Governmental Authority. No Group Company has entered into or been subject to any pending judgment, consent decree, compliance order or administrative order with respect to any aspect of its business, affairs, properties or assets or received any formal or informal complaint or claim from any Governmental Authority with respect to any aspect of its business, affairs, properties or assets.

4.11 Company SEC Documents; Financial Statements; Nasdaq Stock Market.

(a) The Company has timely filed all required reports, schedules, forms, statements and other documents (including exhibits and all other information incorporated therein), and any required amendments to any of the foregoing, with the SEC (the "**Company SEC Documents**"). As of their respective filing dates, each of the Company SEC Documents complied in all material respects with the requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations of the SEC promulgated thereunder applicable to such Company SEC Documents, and no Company SEC Documents when filed, declared effective or mailed, as applicable, 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. The SEC has not issued any stop order or other order suspending the effectiveness of any registration statement filed by the Company under the Exchange Act or the Securities Act.

(b) The financial statements of the Company included in its Annual Report on Form 10-K for the fiscal year ended December 31, 2022 comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the SEC or other applicable Laws with respect thereto, have been prepared in accordance with United States generally accepted accounting principles applied on a consistent basis during the periods involved (except as may be indicated in the notes thereto) and fairly present in all material respects the financial position of the Company as of the dates thereof and the results of its operations and cash flows for the periods then ended. Except (i) as set forth in the Company SEC Documents or (ii) for liabilities incurred in the ordinary course of business

subsequent to the date of the most recent balance sheet contained in the Company SEC Documents, the Company has no liabilities, whether absolute or accrued, contingent or otherwise, other than those that would not, individually or in the aggregate, have a Material Adverse Effect.

(c) The Common Stock is listed on the Nasdaq Global Select Market, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from the Nasdaq Global Select Market. The Company has not received any notification that, and has no knowledge that, the SEC or the Nasdaq is contemplating terminating such listing or registration.

4.12 Absence of Certain Changes.

Except as disclosed in the Company SEC Documents, since the date of filing the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2022:

(a) there has not occurred any change, development, occurrence or event that has caused or would reasonably be expected to cause a Material Adverse Effect;

(b) the Company has not (i) declared or paid any dividends or authorized or made any distribution upon or with respect to any class or series of its capital stock, (ii) sold, exchanged or otherwise disposed of any of its material assets or rights; or (iii) repurchased, redeemed or acquired any outstanding shares of its or any other Group Company's capital stock;

(c) the Company has not admitted in writing its inability to pay its debts generally as they become due, filed or consented to the filing against it of a petition in bankruptcy or a petition to take advantage of any insolvency act, made an assignment for the benefit of creditors, consented to the appointment of a receiver for itself or for the whole or any substantial part of its property, or had a petition in bankruptcy filed against it, been adjudicated a bankrupt, or filed a petition or answer seeking reorganization or arrangement under the federal bankruptcy Laws or any other Laws of the United States or any other jurisdiction;

(d) there has not been any material tax election made or changed, any audit settled or any amended tax returns filed by the Company;

(e) there has not been any material damage, destruction or loss (whether or not covered by insurance) involving any material asset or right of the Group Companies;

(f) there has not been any sale, assignment or transfer, or any agreement to sell, assign or transfer, any material asset, liability, property, obligation or right of any Group Company to any Person, in each case, other than in the ordinary course of business;

(g) there has not been any material obligation or liability incurred, or any material loans or advances made, by any Group Company to any of its or their other Affiliates, other than in the ordinary course of business;

(h) there has not been any purchase or acquisition, or agreement, plan or arrangement to purchase or acquire, any material property, rights or assets other than in the ordinary course of business by any Group Company;

(i) there has not been any material waiver of any material rights or claims of any Group Company; and

(j) there has not been any material lien upon, or adversely affecting, any material property or other material assets of any Group Company.

4.13 Possession of Intellectual Property; Patents and Patent Applications. The Group Companies own or possess, or can acquire on reasonable terms, adequate patents, patent applications, patent rights, licenses, inventions, copyrights, know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures), trademarks, service marks, trade names, domain names, technology or other intellectual property (collectively, "**Intellectual Property**") necessary for the conduct of their respective businesses as currently conducted and as currently proposed to be conducted as disclosed in the Company SEC Documents, now operated by them, and none of the Group Companies has received any notice of any pending or, to the knowledge of Company, threatened, action, suit, proceeding or claim by others challenging any Group Company's rights in or to any such Intellectual Property or is otherwise aware of any infringement, misappropriation, violation of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances which would render any Intellectual Property invalid or inadequate to protect the interest of the Group Companies therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy would result in a Material Adverse Effect. No employee of the Group Companies is in or has ever been in violation of the term of any employment contract, patent disclosure agreement, invention assignment agreement, non-competition agreement, non-solicitation agreement, nondisclosure agreement or any restrictive covenant to or with a former employer where the basis of such violation relates to such employee's employment or actions undertaken by the employee while employed with the Group Companies. All patents and patent applications owned by or licensed to any Group Company, under which such Group Company has rights have been duly and properly filed and maintained, and all such licenses are free of any liens or restrictions, and neither the Company, nor any other party thereto, is in material breach of any such licenses. No event has occurred that with notice or lapse of time or both (i) would constitute a breach or default of any material license, (ii) would result in the termination thereof, or (iii) would cause or permit the acceleration or other change of any right or obligation or the loss of any benefit thereunder by any Group Company. The parties prosecuting such applications have complied with their duty of candor and disclosure to U.S. Patent and Trademark Office (the "**USPTO**") in connection with such applications; and the Company is not aware of any facts required to be disclosed to the USPTO that were not disclosed to the USPTO and which would preclude the grant of a patent in connection with any such application or would reasonably be expected to form the basis of a finding of invalidity with respect to any patents that have issued with respect to such applications.

4.14 Property; Title to Assets. None of the Group Company owns any real property. Each Group Company has the right to use or occupy the Leased Real Property (as

defined below) under valid and binding leases and (ii) the Group Companies have good and valid title to, or a valid license to use or leasehold interest in, all of their respective material tangible assets, free and clear of all liens. "**Leased Real Property**" means all leasehold or subleasehold estates and all other rights to use or occupy any land, buildings, structures, improvements, fixtures or other interest in real property held by the Group Companies pursuant to any lease.

4.15 Tax Returns, Payments and Elections. Each Group Company (i) has timely filed all required material federal, state, local and foreign tax returns, and all such returns were true, complete and correct in all material respects, (ii) has paid all material federal, state, local and foreign taxes due and payable, for which it is liable, including, without limitation, all sales and use taxes and all taxes which any Group Company is obligated to withhold from amounts owing to employees, creditors and Third Parties, and (iii) does not have any tax audits, tax deficiency or claims outstanding or assessed or proposed against any of them.

4.16 Material Contracts. Each Material Contract that is required to be included as an exhibit in the Company SEC Documents filed by the Company prior to the Closing Date has been so included. Each Material Contract is the legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, and is the legal, valid and binding obligation of the other party thereto, enforceable against each other party thereto in accordance with its terms. Neither the Company nor, to the Company's knowledge, any other Person is in material breach, violation or default under any such Material Contract. The Company has not been notified in writing that any Third Party to any Material Contract has indicated that such Third Party intends to cancel, terminate or not renew any Material Contract.

4.17 Labor Relations. No labor dispute exists or is imminent with respect to any of the employees of the Company, which would have a Material Adverse Effect. None of the Group Companies' employees is a member of a union that relates to such employee's relationship with any Group Company, and none of the Group Companies is a party to a collective bargaining agreement. To the Company's knowledge, no executive officer of any Group Company, is, or is now expected to be, in violation of any material term of any employment contract, confidentiality, disclosure or proprietary information agreement or non-competition agreement, or any other contract or agreement or any restrictive covenant in favor of any Third Party, and the continued employment of each such executive officer does not subject the any Group Company to any liability with respect to any of the foregoing matters. The Group Companies are in compliance with all applicable Laws relating to employment and employment practices, terms and conditions of employment and wages and hours.

4.18 Offering. Subject to the accuracy of the Investor's representations set forth in Sections 5.5, 5.6, 5.7 and 5.8, the offer, sale and issuance of the Shares to be issued in conformity with the terms of this Agreement constitute transactions that are exempt from the registration requirements of the Securities Act and from all applicable state registration or qualification requirements. Neither any Group Company nor any Person acting on its behalf has, directly or indirectly, taken any action that would cause the loss of such exemption, and neither any Group Company nor any Person acting on its behalf will take any such action.

4.19 No Integration. The Company has not, directly or through any agent, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) that is or will be integrated with the Shares sold pursuant to this

Agreement in a manner that would require the registration of the Shares under the Securities Act or cause this offering of Shares to be integrated with any prior offering of securities of the Company such that the shareholder approval provisions of Nasdaq would require the Company to obtain stockholder approval of the issuance of the Shares, nor will the Company take any action that would cause the offering or issuance of the Shares to be integrated with future offerings such that the Shares would be required to be registered under the Securities Act or that the Company would be required to obtain stockholder approval of the issuance of the Shares pursuant to the shareholder approval provisions of Nasdaq.

4.20 Investment Act. The Company is not, and immediately after giving effect to the offering and sale of the Shares, will not be an "investment company" or a company "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

4.21 Brokers' or Finders' Fees. Except as disclosed to the Investor in writing prior to the date of this Agreement, no broker, finder, investment banker or other Person is entitled to any brokerage, finder's or other fee or commission from the Group Companies in connection with the transactions contemplated by the Agreement. No Person will have, as a result of the transactions contemplated by this Agreement, any valid right, interest or claim against or upon the Investor for any commission, fee or other compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company.

4.22 Internal Controls and Procedures. The Company maintains disclosure controls and procedures as such terms are defined in, and required by, Rule 13a-15 and Rule 15d-15 under the Exchange Act. Such disclosure controls and procedures are effective as of the latest date of management's evaluation of such disclosure controls and procedures as set forth in the Company SEC Documents to ensure that all material information required to be disclosed by the Company in the reports that it files or furnishes under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. The Company maintains a system of internal controls over financial reporting sufficient to provide reasonable assurance that (a) transactions are executed in accordance with management's general or specific authorizations; and (b) transactions are recorded as necessary to permit preparation of financial statements in conformity with the United States generally accepted accounting principles. The Company has disclosed, based on its most recent evaluation prior to the date hereof, to its auditors and the audit committee of the Company's Board of Directors (x) any material weaknesses in its internal control over financial reporting and (y) any allegation of fraud that involves management of the Company or any other employees of the Company who have a significant role in its internal control over financial reporting or disclosure controls and procedures.

4.23 No Undisclosed Liabilities. No Group Company has any liabilities, obligations, claims or losses (whether liquidated or unliquidated, secured or unsecured, absolute, accrued, contingent or otherwise) that would be required to be disclosed on the balance sheet of such Group Company (including the notes thereto) in conformity with the United States generally accepted accounting principles and are not disclosed to the Investor.

4.24 Related-Party Transactions. There are no business relationships or related-party transactions involving any Group Company or any other Person required by the applicable Laws to be described in the Company SEC Documents that have not been described as required.

4.25 Money Laundering Laws. The operations of the Group Companies are, and have been conducted at all times, in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**"), and no action by or before any Governmental Authority involving any Group Company with respect to the Money Laundering Laws is pending or threatened.

4.26 FCPA. No Group Company nor to the Company's knowledge, any director, officer, agent, employee or other Person acting on behalf of any Group Company has, in the course of its actions for, or on behalf of any Group Company, (a) directly or indirectly, used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (b) made any direct or indirect unlawful payment to any domestic government official, "foreign official" (as defined in the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively, the "**FCPA**")) or employee or to any foreign or domestic political parties or campaigns from corporate funds; (c) violated or is in violation of any provision of the FCPA or any applicable non-U.S. anti-bribery statute or regulation; (d) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic government official, such foreign official or employee; or (e) failed to properly disclose, in accordance with applicable laws, any contribution made by any Group Company (or made by any Person acting on its behalf) which is in violation of law. The Group Companies have conducted their respective businesses in compliance with the FCPA and have instituted and maintained policies and procedures designed to ensure continued compliance therewith.

4.27 OFAC. No Group Company nor to the Company's knowledge, any director, officer, agent, employee, affiliate or representative of any Group Company is a Person currently the subject or target of any sanctions administered or enforced by any Governmental Authority, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council or other relevant sanctions authority (collectively, "**Sanctions**"), nor is any Group Company located, organized or resident in a country or territory that is the subject of Sanctions. The Company will not directly or indirectly use the proceeds of the sale of the Shares, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions. No Group Company has been the subject of any governmental investigation or inquiry regarding compliance with Sanctions nor has it been assessed any fine or penalty in regard to compliance with Sanctions.

5. Representations and Warranties of the Investor. The Investor and the Parent hereby represent and warrant to the Company that:

5.1 Organization; Good Standing. Each of the Parent and the Investor is a limited liability company duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Each of the Parent and the Investor has or will have all requisite power and authority to enter into each of the Transaction Agreements to which it is a party, to purchase the Shares and to perform its respective obligations under and to carry out the other transactions contemplated by the Transaction Agreements to which it is a party.

5.2 Authorization.

(a) All requisite action on the part of the Parent or the Investor and such entity's directors and stockholders required by applicable Law for the authorization, execution and delivery by the Parent and the Investor of the Transaction Agreements to which such entity is a party and the performance of all of such party's obligations thereunder, including the subscription for and purchase of the Shares, has been taken.

(b) This Agreement has been duly executed and delivered by the Parent and the Investor, and upon the due execution and delivery thereof by the Company, will constitute valid and legally binding obligations of the Parent and the Investor, enforceable against the Parent and the Investor in accordance with its terms (except as such enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium or other Laws of general application relating to or affecting enforcement of creditors' rights and (ii) rules of Law governing specific performance, injunctive relief or other equitable remedies and limitations of public policy).

5.3 No Conflicts. The execution, delivery and performance of the Transaction Agreements to which it is a party and compliance with the provisions hereof and thereof by the Parent and the Investor do not and shall not: (a) violate any provision of applicable Law or any ruling, writ, injunction, order, permit, judgment or decree of any Governmental Authority, (b) constitute a breach of, or default under (or an event which, with notice or lapse of time or both, would become a default under) or conflict with, or give rise to any right of termination, cancellation or acceleration of, any agreement, arrangement or instrument, whether written or oral, by which the Investor or any of its assets, are bound, or (c) violate or conflict with any of the provisions of the Parent's or the Investor's organizational documents (including any articles or memoranda of organization or association, charter, bylaws or similar documents), except, in the case of subsections (a) or (b), as would not impair or adversely affect the ability of the Parent or the Investor to consummate the Transaction and perform its obligations under the Transaction Agreements to which it is a party.

5.4 Governmental Authorities and Third-Party Consents. Except for the ODI Approvals and any filings required under the CFIUS Laws (if applicable), the Investor has obtained all consents, approvals, and authorizations required by the PRC Governmental Authorities in connection with the execution and delivery of this Agreement by the Investor and with the Investor's subscription for and purchase of the Shares.

5.5 Purchase Entirely for Own Account. The Shares shall be acquired for investment for the Investor's own account, not as a nominee or agent, and not with a view to the

resale or distribution of any part thereof, and the Investor has no present intention of selling, granting any participation or otherwise distributing the Shares. The Investor does not have and will not have as of the Closing any contract, undertaking, agreement or arrangement with any Person to sell, transfer or grant participation to a Person any of the Shares.

5.6 Investment Experience and Accredited Investor Status. The Investor is an "accredited investor" (as defined in Regulation D under the Securities Act). The Investor has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Shares to be purchased hereunder.

5.7 Restricted Securities. The Investor understands that the Shares, when issued, shall be "restricted securities" under the federal securities Laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that under such Laws the Shares may be resold without registration under the Securities Act only in certain limited circumstances.

5.8 Legends. The Investor understands that the Shares in book entry form shall be subject to the following legends:

(a) "THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933. THEY MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF A REGISTRATION STATEMENT IN EFFECT WITH RESPECT TO THE SECURITIES UNDER THE SECURITIES ACT OR AN OPINION OF COUNSEL THAT SUCH REGISTRATION IS NOT REQUIRED OR UNLESS SOLD PURSUANT TO RULE 144 OF THE SECURITIES ACT."

(b) "THESE SECURITIES ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN A STOCK PURCHASE AGREEMENT BY AND AMONG C4 THERAPEUTICS, INC., BETTA INVESTMENT (HONG KONG) LIMITED AND BETTA PHARMACEUTICALS CO., LTD., A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF C4 THERAPEUTICS, INC."

5.9 Financial Assurances. As of the date hereof, the Investor has and will have access to cash in an amount sufficient to pay to the Company the Aggregate Purchase Price.

6. Investor's Conditions to Closing. The Investor's obligation to purchase the Shares at the Closing is subject to the fulfillment as of the Closing of the following conditions (unless waived in writing by the Investor):

6.1 Representations and Warranties. The representations and warranties made by the Company in Section 4 hereof shall be true and correct in all respects as of the date of this Agreement and as of the Closing Date, except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date.

6.2 Covenants. All covenants and agreements contained in this Agreement to be performed or complied with by the Company on or prior to the Closing Date shall have been performed or complied with in all respects.

6.3 License Agreement. The Company shall have duly executed and delivered the License Agreement.

6.4 Certificate of Secretary. The Company shall have delivered to the Investor a certificate evidencing the incorporation and good standing of the Company issued by the secretary of the Company as of a date within ten (10) Business Days prior to the Closing Date.

6.5 No Material Adverse Effect. From and after the date of this Agreement until the Closing Date, there shall not have been any change, development, occurrence or event that has had a Material Adverse Effect.

6.6 Deliveries by the Company. The closing deliveries as required under Section 3.2(a) shall have been delivered to the Investor.

6.7 Absence of Litigation. There shall be no action, suit, proceeding or investigation by a Governmental Authority pending or currently threatened in writing against any Group Company that questions the validity of any of the Transaction Agreements, the right of the Company to enter into any Transaction Agreement or to consummate the transactions contemplated hereby or thereby or which, if determined adversely, would impose restrictions or give rise to monetary damages on the Investor with respect to or as a result of the consummation of the transactions contemplated by any Transaction Agreement.

6.8 Compliance with Laws. The Group Companies shall have complied with all applicable federal, state and local governmental Laws, rules, regulations and ordinances in connection with the execution, delivery and performance of this Agreement and the other Transaction Agreements to which it is a party and the consummation of the transactions contemplated hereby and thereby.

6.10 Authorizations and Approvals. All authorizations, approvals or Permits, if any, of any Governmental Authority that are required in connection with the lawful issuance and sale of the Shares pursuant to this Agreement, including but not limited to the ODI Approvals, shall have been duly obtained and shall be effective on and as of the Closing.

6.11 SEC Filing. Prior to the Closing, the Company shall have taken all actions which are necessary, including providing appropriate notice to Nasdaq of the transactions contemplated by this Agreement, for the Shares to be listed on Nasdaq and shall have complied in all respects with all listing, reporting, filing and other obligations under the rules of Nasdaq and of the SEC with respect to the matters contemplated by this Agreement.

6.12 Reservation of Shares. The Company shall have reserved out of its authorized and unissued Common Stock equal to the number of Shares solely for the purpose of effecting the Investor's purchase of the Shares under this Agreement, and the Shares will have been duly authorized for listing on Nasdaq, subject to official notice of issuance.

6.13 Exemption from Registration Requirements. The offer and sale of the Shares to the Investor pursuant to this Agreement shall be exempt from the registration requirements of the Securities Act and the registration and/or qualification requirements of all applicable state securities laws.

7. Company's Conditions to Closing. The Company's obligation to issue and sell the Shares at the Closing is subject to the fulfillment as of the Closing of the following conditions (unless waived in writing by the Company):

7.1 Representations and Warranties. The representations and warranties made by the Investor in Section 5 hereof shall be true and correct in all respects as of the date of this Agreement, except to the extent such representations and warranties are specifically made as of a particular date, in which case such representations and warranties shall be true and correct as of such date.

7.2 Covenants. All covenants and agreements contained in this Agreement to be performed or complied with by the Investor on or prior to the Closing Date shall have been performed or complied with in all material respects.

7.3 License Agreement. The Parent shall have duly executed and delivered to the Company the License Agreement.

8. Mutual Conditions to Closing. The obligations of the Investor and the Company to consummate the Closing are subject to the fulfillment as of the Closing Date of the following conditions:

8.1 No Injunction. No preliminary or permanent assessment, award, decision, judgment, ruling, injunction, order or verdict entered, issued, made or rendered by any court or other Governmental Authority shall be in effect preventing the consummation of the transactions contemplated by the Transaction Agreements.

8.2 No Prohibition; Market Listing. (a) No provision of any applicable Law and no judgment, injunction (preliminary or permanent), order or decree that prohibits, makes illegal or enjoins the consummation of transactions contemplated by the Transaction Agreements shall be in effect; and (b) the Common Stock shall be eligible for listing on the Nasdaq Global Select Market.

9. Additional Covenants and Agreements.

9.1 Conduct of Business Prior to the Closing. From the date hereof until the Closing, except as otherwise provided in this Agreement or consented to in writing by the Investor, the Company shall, and shall cause each of the other Group Companies to, take commercially reasonable efforts to, (x) conduct its business in the ordinary course of business consistent with past practice; and (y) maintain and preserve intact the current organization and business of it and to preserve the rights, franchises, goodwill and relationships of its employees, collaborators, regulators and others having business relationships with such Group Company. Without limiting the foregoing, from the date hereof until the Closing Date, without the prior written consent of the Investor (which consent shall not be unreasonably withheld, conditioned, delayed or denied), the Company shall not, and shall cause each of the other Group Companies not to:

(a) authorize or effect any amendment or change to the Organizational Documents, including any amendment to the Organizational Documents that has the effect of splitting, combining, reclassifying, recapitalizing, or modifying the terms of any equity interests of any Group Company other than as described in the SEC Documents as of the date hereof;

(b) declare, set aside or pay any cash dividend on, or make any other cash distribution in respect of outstanding equity securities of any Group Company, except for any distribution between Group Companies;

(c) sell, transfer, abandon, allow to lapse, license or otherwise encumber any Intellectual Property, except in the ordinary course of business consistent with past practice or that would not reasonably be expected to have a Material Adverse Effect or adverse effect on the transactions contemplated in the License Agreement;

(d) adopt a plan of complete or partial liquidation, dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of any Group Company; or

(e) authorize, commit or agree to take, any of the foregoing actions.

9.2 Commission Filings. The Company shall timely make all filings with the SEC that are required of the Company in connection with its entry into this Agreement and the offer and sale of the Shares.

9.3 Listing of Common Stock, No Integrated Offerings. The Company shall take no action designed to, or is likely to, have the effect of terminating the registration of the Common Stock under the Exchange Act. The Company agrees to file with the SEC in a timely manner all reports and other filings required of the Company under the Securities Act and the Exchange Act. The Company further agrees, if the Company applies to have the Common Stock traded on any other trading market, it will include in such application all of the Shares, and will take such other action as is necessary to cause all of the Shares to be listed on such other trading market as promptly as possible. The Company shall take all actions reasonably necessary to continue the listing and trading of its Common Stock, including the Shares, on Nasdaq and shall comply with the Company's reporting, filing and other obligations under the bylaws or rules of Nasdaq. The Company currently meets the continuing eligibility requirements for listing on Nasdaq and has not received any notification of non-compliance of applicable Nasdaq listing standards. The Company shall not sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security that would be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale to the Investor of the Shares, or that would be integrated with the offer or sale of the Shares for purposes of the rules and regulations of Nasdaq.

9.4 Use of Proceeds. The Company shall use the net proceeds from the sale of the Shares hereunder for working capital purposes only and shall not use such proceeds: (a) for the redemption of any Common Stock, outstanding preferred stock, options or warrants or any other securities convertible thereto or exercisable or exchangeable therefor, (b) for the settlement of any outstanding litigation, or (c) in violation of FCPA or regulations of the Office of Foreign Assets Control of the U.S. Treasury Department.

9.5 Notices of Certain Events. The Company shall as promptly as reasonably practicable notify the Investor of: (i) any notice or other communication, of which the Company has knowledge, from any Person alleging that the consent of such Person (or another Person) is or may be required in connection with the transactions contemplated by this Agreement; (ii) any notice or other communication, of which the Company has knowledge, from any Governmental Authority in connection with the transactions contemplated by this Agreement; (iii) any actions commenced or, to the knowledge of the Company, threatened against, relating to or involving or otherwise affecting any Group Company that, if pending on the date of this Agreement, would have been required to have been disclosed pursuant to this Agreement or which relate to the

consummation of the transactions contemplated by this Agreement; and (iv) any fact or occurrence between the date of this Agreement and the Closing Date, of which it has knowledge, that makes any of its representations contained in this Agreement untrue or causes any breach of its obligations under this Agreement.

9.6 Right to Conduct Activities. The Company hereby agrees that none of the Investor or any of its Affiliates shall be liable to the Company or any of its Affiliates for any claim arising out of, or based upon, (a) the investment by the Investor in any entity competitive with any Group Company, or (b) actions taken by any partner, officer or other representative of the Investor or any of its Affiliates to assist any such competitive company, whether or not such action was taken as a member of the board of directors of such competitive company or otherwise, and whether or not such action has a detrimental effect on the Company.

9.7 Information Rights. From the date hereof until the Closing, and to the extent that the Company has not already provided the following access or assistance in accordance with the applicable Law to the Investor, the Company will give, and will cause each other Group Company to give, the Investor, its counsels, financial advisors, auditors and other authorized representatives access to the books and records of the Group Companies, *provided* that no Group Company shall be obligated to provide access to any information that (i) adversely affects the attorney-client privilege between such Group Company and its counsel, (ii) results in disclosure of trade secrets, highly-sensitive confidential information, or a conflict of interest, or (iii) constitutes material non-public information under applicable Law.

9.8 Lock-Up Agreement. During the Restricted Term, without the prior approval of the Board of Directors of the Company, the Investor shall not (i) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant for the sale of, or otherwise dispose of or transfer any of the Shares (together with (a) any shares of Common Stock issued in respect thereof as a result of any stock split, stock dividend, share exchange, merger, consolidation or similar recapitalization and (b) any shares of Common Stock issued as (or issuable upon the exercise of any warrant, right or other security that is issued as) a dividend or other distribution with respect to, or in exchange or in replacement of, the shares described in clause (a)) (the "**Lock-Up Securities**"), including, without limitation, any "short sale" or similar arrangement, or (ii) enter into any swap or any other agreement or any transaction that transfers, in whole or in part, directly or indirectly, the economic consequence of ownership of the Shares, whether any such swap or transaction is to be settled by delivery of securities, in cash or otherwise, *provided*, that the foregoing shall not prohibit (a) the Investor from transferring any Lock-Up Securities to an Affiliate of the Investor; or (b) the disposition of Lock-Up Securities (i) in one or more transactions that have been approved by the Company, (ii) resulting from or in connection with a merger, consolidation, liquidation, change of control or similar transaction of the Company as approved by the Company's board of directors, (iii) required by orders of a court or regulatory agency or any Governmental Authorities, or (iv) upon the termination of the License Agreement.

9.9 Voting. During the Restricted Term, the Investor shall vote, or cause to be voted, all voting securities of the Company then beneficially owned by the Investor, in accordance with the recommendation of the Board of Directors on any matters presented to the Company's stockholders with respect to the say-on-pay, any stock option, stock incentive,

employee stock purchase or similar equity plan, or any amendment thereto that, in each case, apply to employees of the Company generally. The proxy, obligations and covenants under this Section 9.9 shall terminate automatically upon the expiration of the Restricted Term.

9.10 Rule 144. With a view to making available to the Investor the benefits of Rule 144 (if needed), the Company agrees to:

(f) use its commercially reasonable efforts to make and keep public information available, as those terms are understood and defined in Rule 144 during the Reporting Period;

(g) use its commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and

(h) furnish to the Investor, so long as the Investor owns Shares, promptly upon request during the Reporting Period: (i) a written statement by the Company, if true, that it has complied with the reporting requirements of Rule 144, the Securities Act and the Exchange Act; and (ii) a statement of how many shares of Common Stock are then issued and outstanding.

9.11 Share Legend Removal. The legend set forth in Section 5.8 hereof shall be removed from any certificate evidencing the Shares (or if the Shares are held in book-entry form, any restrictions on transfer noted with respect thereto shall be removed) and the Company shall, no later than three (3) Business Days from receipt of a request from the Investor pursuant to this Section 9.11 following the date on which the restrictions on dispositions of the Shares terminates in accordance with Section 9.8, provide valid instructions to its transfer agent to issue a certificate or certificates (or a book entry notation) evidencing all or a portion of the Shares, as requested by the Investor, without such legend if: (i) such securities have been resold under an effective registration statement under the Securities Act, (ii) such securities have been or will be transferred in compliance with Rule 144 under the Securities Act, (iii) such securities are eligible for resale pursuant to Rule 144(b)(1)(i) under the Securities Act or (iv) the Investor shall have provided the Company with an opinion of counsel, reasonably satisfactory to the Company, stating that such securities may lawfully be transferred without registration under the Securities Act. At any time after expiration of the Restricted Term, upon the written request of the Investor, the Company shall direct its transfer agent to remove the transfer restrictions set forth in Section 5.8(b) applicable to the Shares that are no longer subject to the lock-up restrictions set forth in Section 9.8 within three (3) Business Days of the Company's receipt of such request.

9.12 Publicity. Except to the extent (i) expressly authorized by the License Agreement, (ii) as required by applicable securities laws (including disclosure requirements of the SEC, Shenzhen Stock Exchange or any stock exchange on which securities issued by the Company are traded) or (iii) otherwise agreed in writing by the Parties, neither Party shall make any public announcement concerning the Agreement or the subject matter hereof without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed. In the event of a required public announcement, except to the extent impracticable under the circumstances, the Party making such announcement shall provide the other Party with a copy of the proposed text of such announcement (in English) sufficiently in advance of the scheduled

release to afford such other Party a reasonable opportunity to review and comment upon the proposed text.

9.13 Revised Disclosure Schedule. The Company may revise the Disclosure Schedule to this Agreement by delivering revised Disclosure Schedule to the Investor not less than seven (7) Business Days before the Closing Date. The Investor shall have the right to review the revised Disclosure Schedule for a period of seven (7) Business Days after receipt thereof. At any time within such seven (7)-Business Day time period the Investor shall have the right in its sole discretion to terminate this Agreement by notice to the Company if the revised information has had or would reasonably be likely to result in a Material Adverse Effect. This notice, if given, shall specify the information forming the basis for the decision to terminate. The Company shall have ten (10) days after receipt of the notice to review with the Investor the information forming the basis for the decision to terminate and to attempt to agree on corrective measures, if any. If the Parties cannot agree on corrective measures within such ten (10)-day period, then this Agreement shall terminate. If this Agreement is not terminated as permitted by this Section 9.13, the Investor shall be deemed to have accepted such revisions, and the Disclosure Schedule attached to this Agreement as of the date hereof shall be deemed to be superseded by the revised Disclosure Schedule.

10. Registration Rights

10.1 Registration of the Shares. The Company shall file with the SEC, as soon as practicable but in no event later than ninety (90) days prior to the expiration of the Restricted Term (the "**Filing Deadline**"), a registration statement covering the resale of the full amount of the Shares (the "**Registration Statement**") to the public by the Investor. The Company shall use commercially reasonable efforts to cause the Registration Statement covering the Shares to be declared effective by the SEC as soon as practicable, but in no event later than the date (the "**Effectiveness Deadline**"), which shall be either: (i) in the event that the SEC does not review the Registration Statement, ninety (90) days after the Closing Date (but in any event, no later than three (3) Business Days following the SEC indicating a "no-review" decision on the Registration Statement), or (ii) in the event that the SEC reviews the Registration Statement or notifies the Company that the Registration Statement cannot be declared effective prior to the resolution of any comments related to filings made by the Company with the SEC or confidential treatment requests made by the Company, one hundred and twenty (120) days after the Closing Date (but in any event, no later than three (3) Business Days following the SEC indicating that it has no further comments on the Registration Statement). Notwithstanding the above, if the Company has received comments from the SEC or the staff of the SEC regarding the Registration Statement, then the Company shall use its reasonable best efforts to resolve any such comments as promptly as practicable. The Company shall cause such Registration Statement to remain effective under the Securities Act until all Shares covered by such Registration Statement have been sold or may be sold without volume restrictions pursuant to Rule 144. The Company shall promptly notify the Investor of the effectiveness of such Registration Statement after the Company confirms effectiveness with the SEC. The Company hereby covenants and agrees to use reasonable commercial efforts to maintain its eligibility to make filings with the SEC on Form S-3 (except if the Company is not then eligible to register for resale the Shares on Form S-3, in which case such registration shall be on another appropriate

form) until one or more Registration Statements covering the resale of all of the Shares shall have been filed with, and declared effective by, the SEC pursuant to the terms and conditions of this Agreement.

10.2 Rule 415; Cutback. If at any time the staff of the SEC (the "**Staff**") takes the position that the offering of some or all of the Shares in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act or requires the Investor to be named as an "underwriter," the Company shall use its reasonable best efforts to persuade the SEC that the offering contemplated by the 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 the Investor is not an "underwriter." For the avoidance of doubt, "reasonable best efforts" shall not require the Company to institute or maintain any action, suit or proceeding against the SEC or any member of the Staff. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 10.2, the Staff refuses to alter its position, the Company shall: (a) remove from the Registration Statement such portion of the Shares (the "**Cut Back Shares**") and/or (b) agree to such restrictions and limitations on the registration and resale of the Shares as the Staff 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 agree to name the Investor as an "underwriter" in such Registration Statement without the prior written consent of the Investor. No liquidated damages 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 (such date, the "**Restriction Termination Date**" of such Cut Back Shares). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Article 10 (including the liquidated damages provisions) shall again be applicable to such Cut Back Shares; *provided*, *however*, that (x) the Filing Deadline for the Registration Statement including such Cut Back Shares shall be ten (10) Business Days after such Restriction Termination Date and (y) the Effectiveness Deadline with respect to such Cut Back Shares shall be the ninetieth (90^{th}) day immediately after the Restriction Termination Date or the one hundred and twentieth (120^{th}) day if the Staff reviews such Registration Statement (but in any event no later than three (3) Business Days from the Staff indicating it has no further comments on such Registration Statement).

10.3 Registration Covenant. The Investor covenants and agrees that it will comply with the prospectus delivery requirements of the Securities Act as applicable to it in connection with sales of the Shares pursuant to a Registration Statement. The Company shall comply in all respects with all applicable rules and regulations of the SEC applicable to the filing of a Registration Statement.

10.4 Effect of Failure to File and Obtain and Maintain Effectiveness of Registration Statement.

(a) Subject to Section 10.2, if either: (a) a Registration Statement covering all of the Shares required to be covered thereby and required to be filed by the Company pursuant to this Agreement is: (i) not filed with the SEC on or before the Filing Deadline (a "**Filing Failure**"), or (ii) not declared effective by the SEC on or before the Effectiveness Deadline (an "**Effectiveness Failure**"), or (b) on any day during the Reporting Period and after the Effectiveness Date, sales of all of the Shares required to be included on such

Registration Statement cannot be made (other than (i) during a Grace Period or (ii) if the Registration Statement is on Form S-1, for a period of fifteen (15) days following the date the Company files a post-effective amendment to incorporate the Company's Annual Report on Form 10-K) (a "**Maintenance Failure**"), then, in satisfaction of the damages to any holder of Shares by reason of any such delay in or reduction of its ability to sell the underlying shares of Common Stock, the Company shall pay to the Investor relating to such Registration Statement an amount in cash equal to 1.0% of the Aggregate Purchase Price on each of the following dates: (x) the day of a Filing Failure and on every thirtieth day (prorated for periods totaling less than thirty (30) days) thereafter until such Filing Failure is cured; (y) the day of an Effectiveness Failure and on every thirtieth (30^{th}) day (prorated for periods totaling less than thirty (30) days) thereafter until such Effectiveness Failure is cured; and (z) the initial day of a Maintenance Failure and on every thirtieth day (prorated for periods totaling less than thirty (30) days) thereafter until such Maintenance Failure is cured. The payments to which the Investor shall be entitled pursuant to this Section 10.4 are referred to herein as "**Registration Delay Payments**"; *provided* that no Registration Delay Payments shall be required for any circumstance occurring after the termination of the Reporting Period, and, provided, further, that in no event shall the aggregate Registration Delay Payments accruing under this Section 10 exceed 6.0% of the Investor's interest in the aggregate Purchase Price (i.e., corresponding to a total delay of six months). The first such Registration Delay Payment shall be paid within three (3) Business Days after the event or failure giving rise to such Registration Delay Payment occurred and all other Registration Delay Payments shall be paid on the earlier of (I) the last day of the calendar month during which such Registration Delay Payments are incurred and (II) the third (3^{rd}) Business Day after the event or failure giving rise to the Registration Delay Payments is cured.

(b) Notwithstanding anything to the contrary herein, at any time after the Effectiveness Date, the Company may delay the disclosure of material, non-public information concerning the Company that would be required to be made in a registration statement filed with the SEC so that such registration statement does not contain 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 not misleading the disclosure of which at the time is not, in the good faith opinion of the Company and its counsel, in the best interest of the Company and, in the opinion of counsel to the Company, would not be required to be made at such time but for the continued use of such registration statement (a "**Grace Period**"); *provided*, that the Company shall promptly: (i) notify the Investor in writing of the existence of material, non-public information giving rise to a Grace Period (*provided* that in each notice the Company will not disclose the content of such material, non-public information to the Investor) and the date on which the Grace Period will begin, and (ii) notify the Investor in writing of the date on which the Grace Period ends; and, *provided, further*, that the Grace Periods shall not exceed an aggregate of thirty (30) Trading Days during any three hundred and sixty five (365)-day period and the first day of any Grace Period must be at least fifteen (15) days after the last day of any prior Grace Period. For purposes of determining the length of a Grace Period above, the Grace Period shall begin on and include the date the Investor receives the notice referred to in clause: (i) and shall end on and include the later of the date the Investor receives the notice referred to in clause (ii) and the date referred to in such notice. Upon expiration of the Grace Period, the Company shall again be bound by Section 10.5(c) with respect to the information giving rise

thereto unless such material, non-public information is no longer applicable. Notwithstanding anything to the contrary, the Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of the Investor in accordance with the terms of this Agreement in connection with any sale of Registrable Securities with respect to which the Investor has entered into a contract for sale, and delivered a copy of the prospectus included as part of the applicable Registration Statement (unless an exemption from such prospectus delivery requirement exists), prior to the Investor's receipt of the notice of a Grace Period and for which the Investor has not yet settled.

10.5 Registration Procedures.

(a) In connection with the filing by the Company of a Registration Statement covering the Shares, the Company shall furnish to the Investor (i) a copy of the prospectus, including a preliminary prospectus, in conformity with the requirements of the Securities Act and (ii) such other documents as the Investor may reasonably request, in order to facilitate the public sale or other disposition of the Shares.

(b) The Company shall use commercially reasonable efforts to register or qualify the Shares covered by a Registration Statement under the securities laws of each state of the United States as the Investor shall reasonably request; *provided*, *however*, that the Company shall not be required in connection with this subsection (b) to qualify as a foreign corporation or execute a general consent to service of process in any jurisdiction.

(c) If the Company has delivered preliminary or final prospectuses to the Investor and after having done so the prospectus is amended or supplemented to comply with the requirements of the Securities Act, the Company shall promptly notify the Investor and, if requested by the Company, the Investor shall immediately cease making offers or sales of the Shares covered by a Registration Statement and return all prospectuses to the Company. The Company shall promptly provide the Investor with revised or supplemented prospectuses and, following receipt of the revised or supplemented prospectuses, the Investor shall be free to resume making offers and sales of the Shares under such Registration Statement.

(d) The Company shall be entitled to include in a Registration Statement the shares of Common Stock held by other shareholders of the Company, *provided* such other shares of Common Stock are excluded first from such Registration Statement in order to comply with any applicable laws or request from any Governmental Authority, or in the case of an underwritten offering, in order to comply with a cutback request of any underwriter.

(e) The Company shall pay all expenses incurred in connection with the preparation and filing of such Registration Statement pursuant to this Article 10, including all registration and filing fees and printer, legal and accounting fees related thereto, but excluding (i) any brokerage fees, selling commissions or underwriting discounts incurred by the Investor in connection with sales under any Registration Statement covering the Shares and (ii) the fees and expenses of counsel retained by the Investor.

(f) The Company shall use commercially reasonable efforts to avoid the issuance of any order suspending the effectiveness of a Registration Statement, or any suspension of the qualifications (or exemption from qualification) of any of the Shares covered by a Registration Statement for sale in any jurisdiction. The Company shall advise the Investor

promptly after it shall receive notice of any stop order or issuance of any order by the SEC delaying or suspending the effectiveness of a Registration Statement covering the Shares or of the initiation of any proceeding for that purpose, and it will promptly use commercially reasonable efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued.

11. Indemnification.

11.1 The Company agrees to indemnify and hold harmless the Investor and its respective shareholder, directors, officers, and Affiliates from and against any losses, claims, damages, liabilities, judgments, fines, obligations, and reasonable expenses, including but not limited to any investigative, legal and other expenses reasonably incurred in connection with, and any amounts paid in settlement of, any pending legal action or proceeding (collectively, "**Losses**") arise out of, or are based on (i) any breach of any representation or warranty of the Company contained in this Agreement; (ii) any violation or nonperformance, partial or total, of any covenant or agreement of the Company contained in this Agreement; or (iii) any untrue statement or alleged misstatement of a material fact contained in any Registration Statement covering the Shares or in any preliminary prospectus or final prospectus contained in such Registration Statement, or any amendment or supplement to such Registration Statement, or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading; *provided*, *however*, that the Company shall not be liable in any such case to the extent that such loss, claim, damage or liability arises out of, or is based upon, an untrue statement made in such Registration Statement, preliminary prospectus or prospectus, or any amendment or supplement in reliance upon and in conformity with written information furnished to the Company by or on behalf of the Investor specifically for use in the preparation thereof or any statement or omission in any prospectus that is corrected in any subsequent prospectus that was delivered to the Investor prior to the pertinent sale or sales by the Investor.

11.2 The Investor agrees to indemnify and hold harmless the Company and each person, if any, who controls the Company within the meaning of Section 15 of the Securities Act, each officer of the Company who signs the Registration Statement and each director of the Company, from and against any Losses, insofar as such losses, claims, damages or liabilities (or actions or proceedings in respect thereof) arise out of, or are based on (i) any breach of any representation or warranty of the Investor contained in this Agreement; (ii) any violation or nonperformance, partial or total, of any covenant or agreement of the Investor contained in this Agreement; or (iii) any untrue statement or alleged misstatement of a material fact contained in any Registration Statement covering the Shares or in any preliminary prospectus, final prospectus contained in such Registration Statement, or any amendment or supplement to such Registration Statement or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, if such untrue statement or omission was made in reliance upon and in conformity with written information furnished by or on behalf of the Investor specifically for use in preparation of the Registration Statement, prospectus, amendment or supplement; *provided*, *however*, that Investor's obligation to indemnify the Company shall be limited to the Aggregate Purchase Price.

11.3 Promptly after receipt by any indemnified person of a notice of a claim or the beginning of any action in respect of which indemnity is to be sought against an indemnifying person pursuant to this Section 11, such indemnified person shall notify the indemnifying person in writing of such claim or of the commencement of such action, but the omission to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 11 (except to the extent that such omission materially and adversely affects the indemnifying party's ability to defend such action). Subject to the provisions hereinafter stated, in case any such action shall be brought against an indemnified person, the indemnifying person shall be entitled to participate therein, and, to the extent that it shall elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, shall be entitled to assume the defense thereof, with counsel reasonably satisfactory to such indemnified person. After notice from the indemnifying person to such indemnified person of its election to assume the defense thereof, such indemnifying person shall not be liable to such indemnified person for any legal expenses subsequently incurred by such indemnified person in connection with the defense thereof; *provided*, *however*, that if there exists or shall exist a conflict of interest that would make it inappropriate, in the opinion of counsel to the indemnified person, for the same counsel to represent both the indemnified person and such indemnifying person or any Affiliate or associate thereof, the indemnified person shall be entitled to retain its own counsel at the expense of such indemnifying person; *provided*, *however*, that no indemnifying person shall be responsible for the fees and expenses of more than one separate counsel (together with appropriate local counsel) for all indemnified parties. In no event shall any indemnifying person be liable in respect of any amounts paid in settlement of any action unless the indemnifying person shall have approved the terms of such settlement; *provided*, *however*, that such consent shall not be unreasonably withheld. No indemnifying person shall, without the prior written consent of the indemnified person, effect any settlement of any pending or threatened proceeding in respect of which any indemnified person is or could have been a party and indemnification could have been sought hereunder by such indemnified person, unless such settlement includes an unconditional release of such indemnified person from all liability on claims that are the subject matter of such proceeding.

11.4 If the indemnification provided for in this Section 11 is unavailable to or insufficient to hold harmless an indemnified party under Subsection 11.1 or 11.2 above in respect of any losses, claims, damages or liabilities (or actions or proceedings in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the Company on the one hand and the Investor on the other hand, in connection with the statements or omissions or other matters which resulted in such losses, claims, damages or liabilities (or actions in respect thereof), as well as any other relevant equitable considerations. The relative fault shall be determined by reference to, among other things, in the case of an untrue statement, whether the untrue statement relates to information supplied by the Company on the one hand or the Investor on the other hand and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such untrue statement. The Company and the Investor agree that it would not be just and equitable if contribution pursuant to this Subsection 11.4 were

determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to above in this Subsection 11.4. The amount paid or payable by an indemnified party as a result of the losses, claims, damages or liabilities (or actions in respect thereof) referred to above in this Subsection 11.4 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Subsection 11.4, the Investor shall not be required to contribute any amount in excess of the amount by which the net amount received by the Investor from the sale of the Shares to which such loss relates exceeds the amount of any damages which the Investor has otherwise been required to pay by reason of such untrue statement. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

11.5 The rights and obligations under this Section 11 shall survive the termination of this Agreement.

12. Termination

12.1 Ability to Terminate. This Agreement may be terminated prior to the Closing by:

(a) mutual written consent of the Company and the Investor;

(b) a Party, upon written notice to the other Party, if any of the conditions to such Party's obligations to the Closing set forth in Section 6, 7 or 8 (as applicable) shall have become incapable of fulfillment or is not fulfilled by the end of the fourth (4^{th}) month after the date of this Agreement (the "**Termination Date**") and such conditions shall not have been waived by such Party; *provided*, *however*, that the right to terminate this Agreement under this Section 12.1(b) shall not be available to any Party whose failure to fulfill any obligation under this Agreement or other Transaction Agreements has been the cause of, or resulted in, the failure to consummate the transactions contemplated hereby prior to the Termination Date;

(c) the Investor, upon written notice to the Company, if (i) there is a material breach of any covenant or agreement on the part of the Company set forth in any Transaction Agreement, (ii) if any representation or warranty of the Company set forth in this Agreement shall have been or become materially untrue, or could not be satisfied by the Termination Date, (iii) there has been any change, development, occurrence or event since the date of this Agreement that has had or would reasonably be expected to have a Material Adverse Effect on any Group Company, (iv) if the License Agreement is terminated, or (v) in accordance with Section 9.13.

(d) the Company, upon written notice to the Investor, if (i) there is a material breach of any covenant or agreement on the part of the Investor or the Parent set forth in any Transaction Agreement, (ii) if any representation or warranty of the Investor shall have been or become materially untrue, or could not be satisfied by the Termination Date, (iii) if the License Agreement is terminated, or (iv) if the Investor unreasonably withholds, conditions, delays or denies any consent requested by the Company under Section 9.1, it being understood and agreed that the Investor shall have seven (7) Business Days to consider any such request for consent under Section 9.1 and the failure of the Investor to deliver its consent unreasonably by

the end of such time period shall constitute grounds for the Company to terminate this Agreement thereafter under this Section 12.1(d) if the Company so elects.

12.2 Effect of Termination. In the event of the termination of this Agreement pursuant to Section 12.1, (a) this Agreement (except for this Section 12.2, Article 11 and Article 13, and any definitions set forth in this Agreement and used in this Section 12.2, Article 11 and Article 13, which shall survive the termination of this Agreement) shall forthwith become void and have no further effect, and (b) all filings, applications and other submissions made pursuant to this Agreement, to the extent practicable, shall be withdrawn from the agency or other Person to which they were made or appropriately amended to reflect the termination of the transactions contemplated hereby; *provided, however*, that no party shall be relieved of any liability for a breach of this Agreement or for any misrepresentation hereunder, nor shall such termination be deemed to constitute a waiver of any available remedy (including specific performance if available) for any such breach or misrepresentation.

13. Miscellaneous.

13.1 Arbitration. Each dispute, difference, controversy or claim arising out of or in connection with or related or incidental to, or question occurring under, this Agreement or the subject matter hereof will be referred to and finally resolved by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (the "**Rules**") in force when the Notice of Arbitration is submitted. Each Party will, within fifteen (15) days after the institution of the arbitration proceedings appoint one (1) arbitrator, with the third arbitrator to be selected by mutual agreement of the two (2) arbitrators appointed by the Parties, and each arbitrator will have significant experience in the biopharmaceutical industry. If the two initial arbitrators are unable to select a third arbitrator within thirty (30) days, the third arbitrator will be appointed in accordance with the Rules. The arbitrators may engage an independent expert with experience in the subject matter of the particular dispute to advise the arbitrators. The foregoing arbitration proceedings may be commenced by either Party by notice to the other Party. The seat, or legal place, of the arbitration will be the State of California, and unless otherwise agreed by the Parties, all such arbitration proceedings will be held in the State of California; *provided*, *however*, that proceedings may be conducted by telephone conference call with the consent of the Parties and the arbitrator(s). All arbitration proceedings will be conducted in the English language. The arbitrators will consider grants of equitable relief and orders for specific performance as co-equal remedies along with awards of monetary damages. The arbitrators will have no authority to award punitive damages. The Parties will share equally the cost of the arbitration filing and hearing fees, the cost of any independent expert retained by the arbitrators, and the cost of the arbitrators and administrative fees of JAMS, unless otherwise ordered by the arbitrators. Each Party will bear its own costs and attorneys' and witnesses' fees and associated costs and expenses. The Parties hereby agree that the arbitrators have authority to issue rulings and orders regarding all procedural and evidentiary matters that the arbitrators deem reasonable and necessary with or without petition therefore by the Parties as well as the final ruling and judgment. All rulings by the arbitrators will be final. The provisions of this Section 13.1 may be enforced and judgment on the award (including equitable remedies) granted in any arbitration hereunder may be entered in any court having jurisdiction over the award or any of the Parties or any of their respective assets. Except to the extent necessary to confirm or

challenge an award or as may be required by Law, neither a Party nor an arbitrator may disclose the existence, content, or results of an arbitration without the prior written consent of both Parties, *provided* that either Party may make such disclosures as are permitted for Confidential Information of the other Party under the License Agreement (as defined therein). Nothing in this Section 13.1 will preclude either Party from seeking interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding.

13.2 Waiver. Waiver by a Party of a breach hereunder by the other Party shall not be construed as a waiver of any subsequent breach of the same or any other provision. No delay or omission by a Party in exercising or availing itself of any right, power or privilege hereunder shall preclude the later exercise of any such right, power or privilege by such Party. No waiver shall be effective unless made in writing with specific reference to the relevant provision(s) of this Agreement and signed by a duly authorized representative of the Party granting the waiver.

13.3 Governing Law. This Agreement and any disputes, claims, or actions related thereto shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of law provisions thereof.

13.4 Notices. All notices that are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by facsimile or electronic mail (and promptly confirmed by personal delivery, registered or certified mail or overnight courier), sent by nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to the Company:

C4 Therapeutics, Inc.
490 Arsenal Way, Suite 120

Watertown, Massachusetts 02472, USA
Attention: Chief Legal Officer
E-mail addresses: legal@c4therapeutics.com and contracts@c4therapeutics.com

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

Goodwin Procter LLP

100 Northern Avenue
Boston, Massachusetts 02210, USA
Attention: Shoaib Ghias
E-mail address: SGhias@goodwinlaw.com

If to the Investor or the Parent:

Betta Pharmaceuticals Co. Ltd.
Attention: Lingxi Wu
Facsimile No.: +86 571 8926 3583
Email address(es): lingxi.wu@bettapharma.com

with a copy to:

Han Kun Law Offices
9/F, Office Tower C1, Oriental Plaza, 1 East Chang An Ave.,
Beijing 100738, P. R. China
Attention: Chengyao (Aaron) Zhou
Facsimile No.:| +8610 8525 5511 / 5522
Email address(es): aaron.zhou@hankunlaw.com

or to such other address as the Party to whom notice is to be given may have furnished to the other Party in writing in accordance herewith**.** Any such notice shall be deemed to have been given: (i) when delivered if personally delivered or sent by electronic mail or facsimile on a Business Day (or if delivered or sent on a non-Business Day, then on the next Business Day) or (ii) on the Business Day after dispatch if sent by nationally recognized overnight courier.

13.5 Force Majeure. Each Party shall be excused from liability for the failure or delay in performance of any obligation under this Agreement by reason of any event beyond such Party's reasonable control including but not limited to acts of God, fire, flood, explosion, earthquake, or other natural forces, regional or worldwide epidemic or pandemic, war, civil unrest, acts of terrorism, accident, destruction or other casualty (a "**Force Majeure Event**"). Such excuse from liability shall be effective only to the extent and duration of the event(s) causing the failure or delay in performance and provided that the Party has not caused such event(s) to occur. The Parties agree the effects of the COVID-19 pandemic that is ongoing as of the date of this Agreement may be invoked as a Force Majeure Event for the purposes of this Agreement even though the pandemic is ongoing solely to the extent those effects are not reasonably foreseeable by the Parties as of the date of this Agreement. Notice of a Party's failure or delay in performance due to a Force Majeure Event must be given to the other Party within ten (10) days after its occurrence.

13.6 Entire Agreement. This Agreement contains the entire agreement among the Parties with respect to the subject matter hereof and thereof and supersede all prior and contemporaneous arrangements or understandings, whether written or oral, with respect hereto and thereto. For the avoidance of doubt, notwithstanding anything to the contrary herein, nothing herein shall amend, affect, supersede, invalidate, terminate or otherwise impair or limit any provision of the License Agreement.

13.7 Amendments. No provision in this Agreement shall be supplemented, deleted or amended except in a writing executed by an authorized representative of each of the Investor, the Parent and the Company.

13.8 Headings; Nouns and Pronouns; Section References. Headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement. Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of names and pronouns shall include the plural and vice-versa. References in this Agreement to a section or subsection shall be deemed to refer to a section or subsection of this Agreement unless otherwise expressly stated.

13.9 Severability. If, under applicable Laws, any provision hereof is invalid or unenforceable, or otherwise directly or indirectly affects the validity of any other material provision(s) of this Agreement in any jurisdiction ("**Modified Clause**"), then, it is mutually agreed that this Agreement shall endure and that the Modified Clause shall be enforced in such jurisdiction to the maximum extent permitted under applicable Laws in such jurisdiction; *provided* that the Parties shall consult and use all reasonable efforts to agree upon, and hereby consent to, any valid and enforceable modification of this Agreement as may be necessary to avoid any unjust enrichment of either Party and to match the intent of this Agreement as closely as possible, including the economic benefits and rights contemplated herein.

13.10 Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned by the Parent, the Investor or the Company without (a) the prior written consent of the Company in the case of any assignment by the Investor or the Parent or (b) the prior written consent of the Investor and the Parent in the case of an assignment by the Company. Notwithstanding the foregoing, this Agreement may be assigned or otherwise transferred by the Investor to an Affiliate of the Investor without any consent of the Company, *provided* that the Investor shall remain responsible for the performance of its obligations hereunder if the assignee fails to perform such obligations.

13.11 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

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

13.13 Third Party Beneficiaries. None of the provisions of this Agreement shall be for the benefit of or enforceable by any Third Party, including any creditor of any Party hereto. No Third Party shall obtain any right under any provision of this Agreement or shall by reason of any such provision make any claim in respect of any debt, liability or obligation (or otherwise) against any Party hereto.

13.14 No Strict Construction. This Agreement has been prepared jointly and will not be construed against either Party.

13.15 Survival of Warranties. The representations, warranties, covenants and agreements made herein shall survive the Closing.

13.16 Remedies. The rights, powers and remedies of the Parties under this Agreement are cumulative and not exclusive of any other right, power or remedy which such Parties may have under any other agreement or Law. No single or partial assertion or exercise of

any right, power or remedy of a Party hereunder shall preclude any other or further assertion or exercise thereof.

13.17 Expenses. Each Party shall pay its own fees and expenses in connection with the preparation, negotiation, execution and delivery of the Transaction Agreements.

13.18 Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. Each Party shall be entitled to rely on the delivery of executed digital (*e.g.*, PDF) copies of counterpart execution pages of this Agreement and such digital copies shall be legally effective to create a valid and binding agreement among the Parties.

13.19 WAIVER OF JURY TRIAL. IN ANY ACTION, SUIT, OR PROCEEDING IN ANY JURISDICTION BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY, THE PARTIES EACH KNOWINGLY AND INTENTIONALLY, TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, HEREBY ABSOLUTELY, UNCONDITIONALLY, IRREVOCABLY AND EXPRESSLY WAIVES FOREVER TRIAL BY JURY.

(*Signature Page Follows*)

IN WITNESS WHEREOF, the Parties have executed and delivered this Stock Purchase Agreement as of the date first above written.

C4 THERAPEUTICS, INC.

By: /s/ Andrew J. Hirsch

Name: Andrew J. Hirsch

Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed and delivered this Stock Purchase Agreement as of the date first above written.

BETTA PHARMACEUTICALS CO., LTD.

By: /s/Lieming Ding

Name: Lieming Ding

Title: Chairman of the Board and Chief Executive Officer

BETTA INVESTMENT (HONG KONG) LIMITED

By: /s/Lieming Ding

Name: Lieming Ding

Title: Chairman of the Board and Chief Executive Officer

EXHIBIT A

FORM OF CROSS RECEIPT

CROSS RECEIPT

C4 Therapeutics, Inc. hereby acknowledges receipt from Betta Investment (Hong Kong) Limited on May 29, 2023 of $24,999,996.72, representing the purchase price for 5,567,928 shares of Common Stock, par value $0.0001 per share, of C4 Therapeutics, Inc. (in book-entry form), pursuant to that certain Stock Purchase Agreement, dated as of May 29, 2023, by and among Betta Investment (Hong Kong) Limited, Betta Pharmaceuticals Co., Ltd. and C4 Therapeutics, Inc.

C4 THERAPEUTICS, INC.

By: /s/ Andrew J. Hirsch

Name: Andrew J. Hirsch

Title: President and Chief Executive Officer

Betta Investment (Hong Kong) Limited hereby acknowledges receipt from C4 Therapeutics, Inc. on May 29_, 2023 of 5,567,928 shares of Common Stock, par value $0.0001 per share, of C4 Therapeutics, Inc. (in book-entry form), delivered pursuant to that certain Stock Purchase Agreement, dated as of May 29, 2023, by and among Betta Investment (Hong Kong) Limited, Betta Pharmaceuticals Co., Ltd. and C4 Therapeutics, Inc.

BETTA INVESTMENT (HONG KONG) LIMITED

By: /s/Lieming Ding

Name: Lieming Ding

Title: Chairman of the Board and Chief Executive Officer

EXHIBIT B

DISCLOSURE SCHEDULE

Section 4.3 – Subsidiaries – C4 Securities Corporation, a Massachusetts corporation.

C4 Therapeutics and Betta Pharmaceuticals Announce Exclusive Licensing Agreement for the Development and Commercialization in Greater China of CFT8919, an Orally Bioavailable BiDAC™ Degrader of EGFR L858R for NSCLC

C4 Therapeutics to Receive a $10 Million Upfront Payment, a $25 Million Equity Investment and is Eligible to Receive up to $357 Million for Development and Commercial Milestones Plus Royalties on Net Sales in Greater China

Betta Pharmaceuticals to Develop and Commercialize CFT8919 in Greater China and Eligible to Receive Royalties on Net Sales Outside of Greater China

The Exclusive Licensing Agreement with Betta Pharmaceuticals Accelerates Development of CFT8919 in Key International Markets

WATERTOWN, Mass. and Hangzhou, China., May. 30, 2023 (GLOBE NEWSWIRE) – C4 Therapeutics, Inc. (C4T) (Nasdaq: CCCC), a clinical-stage biopharmaceutical company dedicated to advancing targeted protein degradation science to develop a new generation of small-molecule medicines and transform how disease is treated, and Betta Pharmaceuticals Co. Ltd (Betta) (SZ300558), a leading pharmaceutical company focusing on the development of innovative oncology therapies in China, today announced an exclusive licensing agreement for the development and commercialization of CFT8919 in Greater China (including Hong Kong SAR, Macau SAR and Taiwan). CFT8919 is an orally bioavailable BiDAC™ degrader designed to be potent and selective against EGFR L858R for non-small cell lung cancer (NSCLC) patients.

Under the terms of the agreement, C4T expects to receive $35 million, which includes $10 million in upfront cash as well as a $25 million one-time equity investment, to be completed following the receipt of required regulatory approvals and other customary closing conditions. Additionally, C4T is eligible for up to $357 million in potential milestones and low to mid-double-digit percent royalties on net sales in the licensed territories. Betta will be responsible for the development, manufacturing and commercialization of CFT8919 in the licensed territories and is eligible to receive low single-digit percent royalties on net sales outside of Greater China. C4T retains the right to develop and commercialize CFT8919 in all territories outside of Greater China.

“We are excited to partner with Betta to develop CFT8919, an orally bioavailable allosteric EGFR L858R degrader, with the potential to treat NSCLC patients with EGFR L858R mutations in Greater China and beyond,” said Andrew Hirsch, president and chief executive officer of C4 Therapeutics. “With their strong track record of developing and commercializing NSCLC therapies in China, we believe Betta is the ideal partner to advance CFT8919 clinical development in a region where there is a high prevalence of lung cancer patients with the EGFR L858R mutation.”

“The collaboration with C4T is another important collaboration for Betta’s partnerships with top-tier biotech companies,” said Lieming Ding, chairman and chief executive officer of Betta. “The collaboration will further expand Betta’s product pipeline and improve the productivity of the company's R&D, from discovery to clinical development, and to commercialization. We will leverage the capabilities and resources of both parties and continue developing innovative drugs to benefit more patients.”

In preclinical studies, CFT8919 is active in *in vitro* and *in vivo* models of EGFR L858R driven NSCLC with broad coverage of on-target resistant mutations and intracranial activity, with the potential to prevent or treat brain metastases in these patients. CFT8919 has been designed to bind to an allosteric site, which is uniquely created by the L858R activating mutation, allowing for exquisite selectivity for this mutation. Further, CFT8919 was designed to be effective independent of secondary EGFR mutations, for example

T790M and/or C797S. Additionally, CFT8919 demonstrated potent anti-proliferation activity against a panel of cell lines harboring either L858R single mutation or L858R with additional EGFR mutations that confer resistance to approved EGFR inhibitors such as osimertinib or erlotinib, while sparing cell lines with wild-type EGFR.

In China, approximately 693,000 patients were diagnosed with NSCLC in 2020 and approximately 40% of these cases are driven by the EGFR mutation. The L858R mutation is the second most common EGFR mutation, found in approximately 40% of NSCLC patients with EGFR mutations in China. Typically, these patients experience a less durable response to approved EGFR inhibitors, including osimertinib.

C4T is on track to submit an Investigational New Drug (IND) application to the United States Food and Drug Administration (FDA) for CFT8919 for the treatment of NSCLC in the first half of 2023.

MSQ Ventures served as an advisor to C4T and Goodwin Procter LLP served as legal counsel to C4T. Han Kun Law Offices served as legal counsel to Betta.

About CFT8919

CFT8919 is an orally bioavailable allosteric BiDAC™ degrader that is designed to be potent and selective against EGFR bearing an oncogenic L858R mutation. In preclinical studies, CFT8919 is active in *in vitro* and *in vivo* models of L858R driven non-small cell lung cancer. Importantly, CFT8919 retains full activity against additional EGFR mutations that confer resistance against approved EGFR inhibitors including L858R-C797S, L858R-T790M, and L858R-T790M-C797S.

About C4 Therapeutics

C4 Therapeutics (C4T) (Nasdaq: CCCC) is a clinical-stage biopharmaceutical company dedicated to delivering on the promise of targeted protein degradation science to create a new generation of medicines that transforms patients' lives. C4T is leveraging its TORPEDO® platform to efficiently design and optimize small-molecule medicines that harness the body's natural protein recycling system to rapidly degrade disease-causing proteins, offering the potential to overcome drug resistance, drug undruggable targets and improve patient outcomes. C4T is advancing multiple targeted oncology programs to the clinic and expanding its research platform to deliver the next wave of medicines for difficult-to-treat diseases. For more information, please visit www.c4therapeutics.com.

About Betta Pharmaceuticals

Betta Pharmaceuticals Co., Ltd. (SZ300558) is a commercial-staged pharmaceutical company dedicated to the development of innovative oncology products to meet high unmet medical needs. With about 2,000 employees in Hangzhou and Beijing, Betta's integrated R&D platform ranges from small-molecule to biologics discovery, clinical development, manufacturing, sales and marketing. Betta's leading product – icotinib (Conmana®), the first innovative oncology product domestically developed and launched in China – is one of the top selling targeted therapies for patients with non-small cell lung cancer, having achieved more than 13 billion RMB accumulated sales since launched and benefited more than 500,000 patients in China. Betta currently has 3 marketed products, 15 programs in clinical development and 2 molecules under NDA review by the NMPA. Throughout the years, Betta has set up strategic partnerships with Xcovery LLC., Merus N.V., Agenus Inc. and other top-tier biotech companies, with the ultimate objective to deliver innovative health solutions around the world. For more information, please visit http://www.bettapharma.com/en.php.

Forward-Looking Statements

This press release contains "forward-looking statements" of C4 Therapeutics, Inc. within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements may include, but may not be limited to, express or implied statements regarding our ability to develop potential therapies

for patients; the design and potential efficacy of our therapeutic approaches; the predictive capability of our TORPEDO® platform in the development of novel, selective, orally bioavailable BiDAC™ and MonoDAC™ degraders; the potential timing, design and advancement of our preclinical studies and clinical trials, including the potential timing for and receipt of regulatory authorization related to clinical trials and other clinical development activities including clinical trial commencement; our ability and the potential to successfully manufacture and supply our product candidates for clinical trials; our ability to replicate results achieved in our preclinical studies or clinical trials in any future studies or trials; regulatory developments in the United States and foreign countries; our ability to fund our future operations; our ability to realize development and commercialization milestones and receive royalties on the commercial sale of our product candidates; our ability to realize the anticipated benefits of this collaboration; and our ability to complete the contemplated sale of equity securities. Any forward-looking statements in this press release are based on management's current expectations and beliefs of future events and are subject to a number of risks and uncertainties that could cause actual results to differ materially and adversely from those set forth in or implied by such forward-looking statements. These risks and uncertainties include, but are not limited to: uncertainties related to the initiation, timing, advancement and conduct of preclinical and clinical studies and other development requirements for our product candidates; the risk that any one or more of our product candidates will cost more to develop or may not be successfully developed and commercialized; and the risk that the results of preclinical studies and/or clinical trials will or will not be predictive of results in connection with future studies or trials. For a discussion of these and other risks and uncertainties, and other important factors, any of which could cause our actual results to differ from those contained in the forward-looking statements, see the section entitled "Risk Factors" in C4 Therapeutics' most recent Annual Report on Form 10-K and/or Quarterly Report on Form 10-Q, as filed with the Securities and Exchange Commission. All information in this press release is as of the date of the release, and C4 Therapeutics undertakes no duty to update this information unless required by law.

C4T Contacts:

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Senior Manager, Investor Relations
CSolberg@c4therapeutics.com

Media:

Loraine Spreen

Director, Corporate Communications & Patient Advocacy

LSpreen@c4therapeutics.com

Betta Pharmaceuticals Contact:

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Jianhao.shen@bettapharma.com