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): **June 30, 2026**

MeiraGTx Holdings plc

(Exact name of registrant as specified in its charter)

Cayman Islands	**001-38520**	**98-1448305**
(State or other jurisdiction of incorporation or organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

655 Third Avenue, Suite 1115
New York, NY 10017
(Address of principal executive offices) (Zip code)

(646) 860-7985
(Registrant's telephone number, including area code)

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:

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

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

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Ordinary Shares, $0.00003881 par value per share	**MGTX**	**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 ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

Royalty Note Purchase Agreement

On June 30, 2026, MeiraGTx Holdings plc (the "Company") and certain of its subsidiaries entered into a Royalty Note Purchase Agreement (the "Royalty Note Purchase Agreement"), by and among MeiraGTx, LLC, as issuer, the Company and certain of its subsidiaries, as obligors (collectively, together with the Company, the "Obligors"), the purchasers party thereto (the "Purchasers") and Maverick SA LLC, as purchaser agent, an affiliate of funds managed by Oberland Capital Management LLC ("Oberland").

Pursuant to the Royalty Note Purchase Agreement, the Purchasers agreed to purchase senior secured royalty notes (the "Royalty Notes") from MeiraGTx, LLC of up to $375 million in a series of royalty note purchases (each, a "Purchase") as follows:

(i) subject to the satisfaction of certain customary closing conditions, an initial Purchase on June 30, 2026 for an aggregate purchase price of $100 million (the "First Purchase");

(ii) a second Purchase on July 17, 2026 for an aggregate purchase price of $25 million (the "Second Purchase");

(iii) at MeiraGTx, LLC's option and subject to the satisfaction of certain conditions, an additional Purchase for an aggregate purchase price of $50 million upon the occurrence of positive data readouts from the Phase 2 AQUAx2 study for AAV-hAQP1 for the treatment of radiation-induced xerostomia (the "Third Purchase");

(iv) at MeiraGTx, LLC's option and subject to the satisfaction of certain conditions, an additional Purchase for an aggregate purchase price of $50 million upon botaretigene sparoparvovec's ("bota-vec") receipt of marketing approval from either the U.S. Food and Drug Administration ("FDA") or the European Medicines Agency for the treatment of RPGR gene-associated X-linked retinitis pigmentosa (the "Fourth Purchase");

(v) at MeiraGTx, LLC's option and subject to the satisfaction of certain conditions, an additional Purchase for an aggregate purchase price of $50 million upon AAV-hAQP1's receipt of marketing approval from the FDA for the treatment of radiation-induced xerostomia (the "Fifth Purchase"); and

(vi) at MeiraGTx, LLC's option and subject to the approval of each Purchaser agreeing to participate therein, in its sole discretion, a sixth Purchase for an aggregate purchase price of up to $100 million (the "Sixth Purchase").

The proceeds from the Royalty Notes may be used for working capital, the repayment of existing indebtedness and permitted business purposes.

The Company may enter into a change of control with a third party at any time, and if the Company consummates a change of control with a third party, the Company may be required to pay certain specified amounts to Purchasers depending on the timing of such change of control and the identity of such acquiror.

The Purchasers will be entitled to receive capped payments (the "Revenue Payments") equal to 1.95% of the global net sales ("Net Sales") of the Company's gene therapy products AAV-AIPL1, AAV-hAQP1 and bota-vec (the "Included Products"), which may increase pro rata upon the making of any Purchase subsequent to the First Purchase and Second Purchase of an aggregate of $125 million, and may decrease pro rata upon any voluntary partial repurchase at any time of the Royalty Notes, in each case subject to the applicable cap. If the aggregate amount of Revenue Payments and any Milestone Payment (as defined in the definitive agreement) and voluntary repurchase amounts made by the Company to the Purchasers pursuant to the Royalty Note Purchase Agreement as of December 31, 2031 (the "Test Date") equals or exceeds the amount of the aggregate purchase price for the Royalty Notes paid by the Purchasers (the "Total Funded Amount") to the Company pursuant to the Royalty Note Purchase Agreement (the "Test Date Condition"), the then-applicable percentage of Net Sales payable as Revenue Payments will automatically decrease by a percentage specified in the Royalty Note Purchase Agreement for all subsequent years, subject to the applicable cap. If

the Test Date Condition is not satisfied by the Test Date of December 31, 2031, the then-applicable percentage of Net Sales payable as Revenue Payments may increase for all subsequent years, subject to the applicable cap, to a rate that would have provided the Purchasers with 100% of the Total Funded Amount as of the Test Date had such rate applied from the date of the First Purchase through and including the Test Date. The capped Revenue Payments will become payable to the Purchasers on a quarterly basis after marketing approval is received for each Included Product.

The Company may elect at any time and at its sole discretion to voluntarily repay in whole or in part in $25 million increments the Total Funded Amount plus agreed capped multiples.

The Purchasers have an option to terminate the Royalty Note Purchase Agreement and to require the Company to repurchase the Royalty Notes in full for an amount equal to the Total Funded amount plus an agreed capped multiple upon certain enumerated events of default.

The Company's obligations under the Royalty Note Purchase Agreement are guaranteed by the Company and certain of its subsidiaries. To secure the Obligors' obligations under the Royalty Note Purchase Agreement, the Obligors have granted a security interest in the Obligors' cash, equity interests, receivables, property, plant & equipment and in specific assets related to the Included Products for the benefit of the Purchasers.

The Royalty Note Purchase Agreement contains customary representations, warranties and indemnities of the Obligors and the Purchasers, and customary covenants on the part of the Obligors.

The foregoing description of the Royalty Note Purchase Agreement contained herein is a summary only, does not purport to be complete and is qualified in its entirety by reference to the full text of the Royalty Note Purchase Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

Securities Purchase Agreement

On June 30, 2026, the Company entered into a securities purchase agreement (the "Purchase Agreement") with TPC Investments Solutions II LP, a Delaware limited partnership ("TPC Investments"), and TPC Investments Solutions Co-Invest II LP, a Delaware limited partnership (together with TPC Investments, the "Investors"), funds affiliated with Oberland, providing for the issuance of an aggregate of 950,570 (the "Initial Shares") ordinary shares, nominal value $0.00003881 per share, of the Company (the "Ordinary Shares") at a price per share equal to $10.52, which was the volume-weighted average price per share for the 30 trading days prior to signing of the Purchase Agreement, for an aggregate purchase price of approximately $10.0 million. The closing for the sale of the Initial Shares will occur on July 17, 2026. The Purchase Agreement also provides the Investors with the right, at such Investors' discretion, to acquire additional Ordinary Shares (the "Right") having an aggregate purchase price of up to $15.0 million (together with the Initial Shares, the "Shares") at a price per share determined as set forth in the Purchase Agreement. The Shares and the Right are being issued to the Purchasers in a private placement pursuant to Section 4(a)(2) of the Securities Act of 1933, as amended (the "Securities Act").

In connection with the Purchase Agreement, on June 30, 2026, the Company entered into a registration rights agreement with the Investors (the "Registration Rights Agreement"), which obligates the Company to file a registration statement under the Securities Act by November 15, 2026, registering the resale of the Shares by the Investors.

The Purchase Agreement and Registration Rights Agreement include customary representations, warranties and covenants. The foregoing description of the Purchase Agreement and Registration Rights Agreement contained herein is a summary only, does not purport to be complete and is qualified in its entirety by reference to the full text of the Purchase Agreement and Registration Rights Agreement, copies of which are filed as Exhibits 10.2 and 10.3, respectively, hereto and incorporated herein by reference.

Item 1.02 Termination of a Material Definitive Agreement.

On June 30, 2026, the Company redeemed in full all outstanding principal amounts under the notes issued pursuant to the Amended and Restated Notes Purchase Agreement and Guaranty, dated as of August 2, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified), by and among the Company, the subsidiary guarantors party thereto, Perceptive Credit Holdings III, LP, as the administrative agent and the noteholders party thereto (the "Perceptive NPA"), and paid accrued, but unpaid interest on such notes and certain other fees related to such redemption. Upon such redemption and payment, the Perceptive NPA terminated, other than contingent indemnification and reimbursement obligations which by their express terms survive termination. No early termination penalties were incurred by the Company.

A description of the Perceptive NPA and copies of the agreement and the amendments, amendments and restatements and supplement thereto have been previously filed by the Company in the Company's Quarterly Report on Form 10-Q filed on November 11, 2022, the Company's Annual Report on Form 10-K filed on March 14, 2023, the Company's Current Report on Form 8-K filed on August 10, 2023, the Company's Annual Report on Form 10-K filed on March 15, 2024, and the Company's Annual Report on Form 10-K filed on March 30, 2026.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

Item 7.01 Regulation FD Disclosure.

On July 7, 2026, the Company issued a press release in connection with entering into the Royalty Note Purchase Agreement, a copy of which is filed as Exhibit 99.1 and incorporated by reference into this Item 7.01.

The information in this Item 7.01 of this Current Report on Form 8-K shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that Section, nor shall it be deemed to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Current Report that do not relate to matters of historical fact should be considered forward-looking statements, including, without limitation, statements regarding future obligations under the Royalty Note Purchase Agreement, as well as statements that include the words "expect," "will," "intend," "plan," "believe," "project," "forecast," "estimate," "may," "could," "should," "would," "continue," "anticipate," "eligible" and similar statements of a future or forward-looking nature. These forward-looking statements are based on management's current expectations. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, risks and uncertainties associated with the completion of the offering on the anticipated terms or at all, market conditions, satisfaction of customary closing conditions related to the offering; risks related to the Company's product candidate development and operations; and the other important factors discussed under the caption "Risk Factors" in the Company's Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as such factors may be updated from time to time in the Company's other filings with the SEC, which are accessible on the SEC's website at www.sec.gov. These and other important factors could cause actual results to differ materially from those indicated by the forward-looking statements made in this Current Report. Any such forward-looking statements represent management's estimates as of the date of this Current Report. While the Company may elect to update such forward-looking statements at some point in the future, unless required by law, it disclaims any obligation to do so, even if subsequent events cause its views to change. Thus, one should not assume that the Company's silence over time means that actual events are bearing out as expressed or implied in such forward-looking statements. These forward-looking statements should not be relied upon as representing the Company's views as of any date subsequent to the date of this Current Report.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*.

Exhibit No.	Description
10.1	Royalty Note Purchase Agreement, dated as of June 30, 2026, by and among MeiraGTx, LLC, MeiraGTx Holdings plc, the other obligors party thereto, the purchasers party thereto and Maverick SA LLC.*
10.2	Securities Purchase Agreement, dated as of June 30, 2026, by and among MeiraGTx Holdings plc, TPC Investments Solutions II LP and TPC Investments Solutions Co-Invest II LP.*
10.3	Registration Rights Agreement, dated as of June 30, 2026, by and among MeiraGTx Holdings plc, TPC Investments Solutions II LP and TPC Investments Solutions Co-Invest II LP.
99.1	Press Release of MeiraGTx Holdings plc, dated as of July 7, 2026.
104	Cover Page Interactive Data File (the cover page XBRL tags are embedded in the Inline XBRL document).

* Portions of this exhibit (indicated by asterisks) have been omitted pursuant to Item 601(b)(10)(iv) of Regulation S-K

SIGNATURE

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

Date: July 7, 2026

MEIRAGTX HOLDINGS PLC

By: /s/ Richard Giroux
Name: Richard Giroux
Title: Chief Financial Officer and Chief Operating Officer

Exhibit 10.1

Certain information marked as [***] has been excluded from this exhibit because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

Execution Version

ROYALTY NOTE PURCHASE AGREEMENT

dated as of June 30, 2026

among

MEIRAGTX, LLC

as Issuer,

MEIRAGTX HOLDINGS PLC

as Parent,

THE OTHER OBLIGORS PARTY HERETO,

THE PURCHASERS PARTY HERETO,

and

MAVERICK SA LLC
as Purchaser Agent

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SCHEDULES AND EXHIBITS

ROYALTY NOTE PURCHASE AGREEMENT

This Royalty Note Purchase Agreement (as the same may from time to time be amended, modified, supplemented or restated, this "**Agreement**") is made and dated as of June 30, 2026 (the "**Effective Date**") among the Purchasers listed on Schedule 1.1 hereof or otherwise a party hereto from time to time (each a "**Purchaser**" and collectively, the "**Purchasers**"), Maverick SA LLC, a Delaware limited liability company, as agent for the Purchasers (in such capacity, "**Purchaser Agent**"), MeiraGTx, LLC, a Delaware limited liability company ("**Issuer**"), MeiraGTx Holdings plc, an exempted company with limited liability incorporated under the laws of the Cayman Islands with registration number 336306 ("**Parent**"), and the other Obligors from time to time party hereto. The parties agree as follows:

ARTICLE I
ACCOUNTING AND OTHER TERMS

Except as specifically provided otherwise in this Agreement, all accounting terms used herein that are not specifically defined have the meanings given to them in accordance with GAAP, as in effect from time to time, provided that if Issuer notifies Purchaser Agent that Issuer requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision, regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith. Notwithstanding the foregoing, any obligations of a Person that are or would have been treated as operating leases for purposes of GAAP, prior to the adoption of FASB ASC 842, shall continue to be accounted for as operating leases for purposes of all financial definitions, calculations and covenants for purpose of this Agreement (whether or not such operating lease obligations were in effect on such date) notwithstanding the fact that such obligations are required in accordance with FASB ASC 842 to be treated as a Capital Lease (or finance lease) obligations in accordance with GAAP; provided that any financial statements of the Obligors shall be prepared under GAAP, consistently applied, including in accordance with FASB ASC 842.

Capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in Article XV. All other capitalized terms contained in this Agreement that are not defined in this Agreement, unless otherwise indicated, shall have the meaning provided by the UCC to the extent such terms are defined therein.

All references to "**Dollars**" or "**$**" are United States Dollars, unless otherwise noted. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. The definitions given for any defined terms in this Agreement shall apply equally to both the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. Any notice or delivery to Purchasers shall be satisfied by notice or delivery, as applicable, to Purchaser Agent. Unless the context otherwise requires, references herein to: (x) Articles, Sections, and Exhibits mean the Articles and Sections of, and Exhibits attached to, this Agreement and (y) an agreement, instrument or other document means such agreement, instrument or other document as amended, amended and restated, supplemented and modified from time to time to the extent permitted by the provisions thereof.

ARTICLE II
NOTES; TERMS OF PAYMENT; REVENUE PARTICIPATION

Section 2.1 Purchase and Sale of Notes.

(a) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.2 and 3.8), on the First Purchase Date, the Purchasers agree, severally and not jointly, to purchase Notes from Issuer, and Issuer agrees to issue and sell Notes to each Purchaser, in one purchase according to each Purchaser's Commitment as set forth on Schedule 1.1 hereto for an aggregate purchase price equal to $100,000,000 (the "**First Purchase**").

(b) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.3 and 3.8), on the Second Purchase Date, the Purchasers agree, severally and not jointly, to purchase Notes from Issuer, and Issuer agrees to issue and sell Notes to each Purchaser, in one purchase according to each Purchaser's Commitment as set forth on Schedule 1.1 hereto, for an aggregate purchase price equal to $25,000,000 (the "**Second Purchase**").

(c) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.4 and 3.8), on the Third Purchase Date, at the option of Issuer, the Purchasers agree, severally and not jointly, to purchase one or more Notes from Issuer, and Issuer agrees to issue and sell such Notes to each Purchaser, in one purchase according to each Purchaser's Commitment as set forth on Schedule 1.1 hereto, for an aggregate purchase price equal to $50,000,000 (the "**Third Purchase**").

(d) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.5 and 3.8), on the Fourth Purchase Date, at the option of Issuer, the Purchasers agree, severally and not jointly, to purchase one or more Notes from Issuer, and Issuer agrees to issue and sell such Notes to each Purchaser, in one purchase according to each Purchaser's Commitment as set forth on Schedule 1.1 hereto, for an aggregate purchase price equal to $50,000,000 (the "**Fourth Purchase**").

(e) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.6 and 3.8), on the Fifth Purchase Date, at the option of Issuer, the Purchasers agree, severally and not jointly, to purchase one or more Notes from Issuer, and Issuer agrees to issue and sell such Notes to each Purchaser, in one purchase according to each Purchaser's Commitment as set forth on Schedule 1.1 hereto, for an aggregate purchase price equal to $50,000,000 (the "**Fifth Purchase**").

(f) Subject to the terms and conditions of this Agreement (including the conditions precedent set forth in Sections 3.1, 3.7 and 3.8), on the Sixth Purchase Date, at the option of Issuer and subject to the approval of each Purchaser agreeing to participate therein, in its sole discretion, one or more Purchasers may, severally and not jointly, purchase Notes from Issuer, and Issuer agrees to issue and sell such Notes to each such Purchaser, according to allocations to be agreed upon by the participating Purchasers in their sole discretion, for an aggregate purchase price not to exceed $100,000,000 (the "**Sixth Purchase**"; together with the First Purchase, the Second Purchase, and any Third Purchase, Fourth Purchase or Fifth Purchase, individually, a "**Purchase**" and collectively the "**Purchases**").

Notwithstanding anything to the contrary herein, (A) each Purchaser's Commitments shall expire on the applicable Commitment Termination Date, (B) no Purchaser shall be committed to purchase any Notes as part of any Sixth Purchase, (C) the Purchasers' aggregate Commitments shall not exceed $275,000,000,

and (D) the aggregate purchase price of Notes to be issued pursuant to this Agreement will not exceed $375,000,000.

Section 2.2 Payments of Repayment Amount, Revenue Payments and Milestone Payments.

(a) Repayment of the Notes. The Repayment Amount, together with any accrued and unpaid Default Interest and Reimbursable Expenses, shall be due and payable in full on the earlier of (i) the Maturity Date and (ii) the date that all Obligations are accelerated and become due and payable pursuant to Section 9.1 or otherwise. To the extent redeemed or otherwise repaid, the Notes may not be re-issued and the amount funded thereunder may not be re-borrowed.

(b) Voluntary Repurchase and Repayment.

(i) Issuer shall have the option to repurchase all of the outstanding Notes under this Agreement, provided that Issuer provides at least [***] advance written notice to Purchaser Agent of the date of such repurchase and payment. On the applicable date, Issuer shall repurchase the Notes by paying the Repayment Amount, plus all accrued and unpaid Default Interest, Reimbursable Expenses and all other Obligations (other than inchoate indemnity or reimbursement obligations for which no claim has been made) to the Purchasers. Notwithstanding anything to the contrary contained in this Agreement, Issuer may rescind any notice of full repurchase and payment pursuant to this Section 2.2(b)(i) if such repurchase would have resulted from a refinancing of the Obligations, a Change of Control or other transaction which refinancing, Change of Control or other transaction shall not be consummated or shall otherwise be delayed; provided that Issuer must provide Purchaser Agent with a new notice at least [***] prior to any repurchase date if Issuer has rescinded the prior notice. Upon repurchase of the Notes pursuant to this Section 2.2(b)(i), the Purchasers' remaining Commitments shall immediately and irrevocably terminate.

(ii) Issuer shall further have the option to repurchase a portion of the outstanding Notes in increments of $25,000,000 of the Funded Amount thereof and pay all other outstanding Obligations (other than inchoate indemnity or reimbursement obligations for which no claim has been made) under this Agreement in respect of such Funded Amount, provided Issuer provides at least [***] advance written notice to Purchaser Agent of the date of such repurchase and payment, which notice shall specify the portion of the Funded Amount of Notes to be repurchased (the "**Principal Deduction Payment**"). On the applicable date, Issuer shall repurchase the applicable portion of the Funded Amount of Notes for an amount equal to the sum of (A) the Repayment Amount as of such date, multiplied by a fraction equal to (1) the Principal Deduction Payment, divided by (2) the Funded Amount as of such date immediately prior to such repurchase plus (B) all Reimbursable Expenses then due and payable plus (C) all accrued and unpaid Default Interest on the Notes being repurchased plus (D) all other Obligations (other than inchoate indemnity or reimbursement obligations for which no claim has been made) with respect to the Notes being repurchased.

(c) True-Up Payment. If the Test Date Condition is not satisfied on the Test Date, then Issuer will, on the True-Up Payment Date, make a one-time payment to each Purchaser in accordance with its Pro Rata Share, by wire transfer of immediately available funds to the account or accounts designated by such Purchaser, in an amount equal to [***] of the aggregate Funded Amount of all Notes as of the Test Date less the Total Payments (excluding (I) any Revenue Payments made pursuant to Section 2.2(d)(iv) and (II) if neither the Bota-Vec Approval Date nor the RIX Approval Date has occurred as of the Test Date, any Milestone Payments) as of the Test Date (such amount, the "**True-Up Payment**").

(d) Revenue Payments.

(i) From and after the commencement of the Revenue Payment Period and so long as the First Purchase Date has occurred, Issuer shall pay to the Purchasers the Revenue Payments quarterly in cash on each Payment Date until the end of the Revenue Payment Period.

(ii) With respect to each calendar quarter commencing with the first Payment Date following the First Purchase Date and continuing on each successive Payment Date thereafter during the Revenue Payment Period, Issuer shall pay to the Purchasers the Revenue Payment for such calendar quarter on the Payment Date at the end of such calendar quarter, with Net Sales for such payment to be calculated based on the Obligors' gross cash receipts for such calendar quarter; provided that all payments in respect of any calendar quarter shall be subject to reconciliation based on (A) the final Net Sales for the applicable calendar quarter on the Payment Date for the subsequent calendar quarter and (B) the final Net Sales for the applicable calendar year in which such calendar quarter occurs based on the audited financial statements for such calendar year on the Payment Date for the first calendar quarter of the subsequent calendar year, in each case of (A) and (B), with such reconciliation to be prepared by Issuer and delivered to the Purchasers and Purchaser Agent in the form of a Reconciliation Report in accordance with Section 6.2(b). With respect to each reconciliation, any overpayments shall be credited against, and any underpayments shall be added to, the immediately subsequent Revenue Payment. For the avoidance of doubt, the Purchasers shall not be required to refund any Revenue Payments.

(iii) If any Obligor or Affiliate recovers monetary damages from a Third Party in an action brought for such Third Party's infringement, misappropriation or other violation of any Included Product Intellectual Property, then (i) such damages will be allocated first to the reimbursement of any expenses incurred by such Obligor or Affiliate in bringing such action (including reasonable and documented out-of-pocket attorney's fees, charges and disbursements) not already reimbursed from other damages awarded under the same action, (ii) any remaining amount of such damages will be reduced, if applicable, to comply with any required allocation of recovered damages with such Obligor's or Affiliate's licensors or (sub)licensees, and (iii) any residual amount of such damages after application of clauses (i) and (ii) will be treated as Net Sales of Included Products for purposes of calculating Revenue Payments under this Agreement.

(iv) In the event there is any Involuntary Disposition of intangible Collateral, 100% of the aggregate Cash proceeds of such Involuntary Disposition (net of (a) direct, documented out-of-pocket costs incurred in connection therewith that are payable to Third Parties, (b) taxes payable as a result thereof, and (c) the amount necessary to retire any Indebtedness secured by a Permitted Priority Lien on the related property) will be paid promptly (and in any event within 10 Business Days of receipt) to Purchasers and treated as Revenue Payments under this Agreement.

(e) Milestone Payments. Following the Milestone, Issuer will pay to the Purchasers the Milestone Payment Amount (I) if the Milestone occurs prior to the Test Date, in equal installments, with the first installment being due on the [***] following the date of the Milestone and subsequent installments being due on each Payment Date thereafter (excluding the Payment Date for the quarter in which the first installment payment is made) through (and including) the Test Date, and (II) if the Milestone occurs after the Test Date, in one lump sum due on the [***] following the date of such Marketing Approval; provided, that if the Third Purchase is funded, the Milestone Payment Amount shall be increased as of the date of such Third Purchase to include an additional amount equal to [***]% of such Third Purchase, which additional amount shall be payable in equal installments on each Payment Date thereafter through (and including) the Test Date. Each payment of all or a portion of the Milestone Payment Amount pursuant to the preceding sentence is a "**Milestone Payment**". The Milestone Payment Amount will be fully earned,

due and payable upon the Milestone, and each Milestone Payment, once paid, will not be refundable under any circumstances.

(f) Change of Control. In the event of any Change of Control, Issuer shall provide at least [***] prior written notice of the anticipated date of such Change of Control to Purchaser Agent and the Purchasers. In connection with any Change of Control (other than a Qualified Acquisition), subject to the following sentence, the Required Purchasers in their sole discretion may require Issuer to repurchase the Notes by paying the Repayment Amount, plus all accrued and unpaid Default Interest, all Reimbursable Expenses, and all other outstanding Obligations (other than inchoate indemnity or reimbursement obligations for which no claim has been made) under this Agreement. Unless the Required Purchasers (or Purchaser Agent on behalf of the Required Purchasers) shall have provided written notice no later than [***] after receipt of Issuer's notice of a Change of Control that the Required Purchasers do not require Issuer to repurchase the Notes pursuant to this Section 2.2(f), the Required Purchasers shall be deemed to have required Issuer to repurchase the Notes, and Issuer shall make such repurchase and payment immediately prior to, or concurrently with, the consummation of such Change of Control (or on such later date as is acceptable to the Required Purchasers in their sole discretion) by paying the Repayment Amount, plus all accrued and unpaid Default Interest, all Reimbursable Expenses and all other Obligations (other than inchoate indemnity or reimbursement obligations for which no claim has been made) to the Purchasers.

Section 2.3 Payments; Default Interest

(a) Payments. Except as otherwise expressly provided herein, all payments by Issuer under the Note Documents shall be made to the respective Purchaser to which such payments are owed (or in the case of any Obligations owed to Purchaser Agent, to Purchaser Agent), at such Purchaser's office (or if applicable, Purchaser Agent's office) in immediately available funds on the date specified herein. Payments received after [***] Eastern time are considered received at the opening of business on the next Business Day. When a payment is due on a day that is not a Business Day, the payment is due the preceding Business Day. All payments to be made by Issuer or any Guarantor hereunder or under any other Note Document, including Revenue Payments, Milestone Payments, any True-Up Payment, the Repayment Amount and any Default Interest, and all fees, expenses, indemnities and reimbursements, shall be made without set-off, recoupment or counterclaim, in lawful money of the United States and in immediately available funds. All Revenue Payments, Milestone Payments, any True-Up Payment, the Repayment Amount and any Default Interest paid hereunder shall be made to each Purchaser in accordance with its Pro Rata Share and shall be applied on a pro rata basis to the outstanding Notes, in accordance with the portion of the Funded Amount represented by each Note.

(b) Default Rate. Immediately upon the occurrence and during the continuance of an Event of Default under Section 8.1, all past due payments in respect of the Obligations shall accrue interest at a fixed per annum rate equal to the Prime Rate plus [***] (such rate, the "**Default Rate**" and such interest, "**Default Interest**"). Payment or acceptance of Default Interest is not a permitted alternative to timely payment and shall not constitute a waiver of any Event of Default or otherwise prejudice or limit any rights or remedies of Purchaser Agent or any Purchaser.

Section 2.4 Form of Notes; Note Record(a). The Notes shall be substantially in the form attached as Exhibit D hereto, and the terms of this Agreement shall be incorporated by reference into the Notes as if set forth therein; provided that in the event of any conflict between the terms of this Agreement and the Notes, the terms of this Agreement shall control. Issuer irrevocably authorizes each Purchaser to make or cause to be made, on or about the Purchase Date of any Notes or at the time of receipt of any Revenue Payment, Milestone Payment or True-Up Payment on such Purchaser's Note, an appropriate notation on such Purchaser's Note Record reflecting the purchase of such Notes or (as the case may be) the receipt of such payment. The outstanding Repayment Amount of each Note set forth on such Purchaser's

Note Record shall be prima facie evidence of the Repayment Amount thereof owing and unpaid to such Purchaser, but the failure to record, or any error in so recording, any such amount on such Purchaser's Note Record shall not limit or otherwise affect the obligations of Issuer under any Note or any other Note Document to pay the Repayment Amount, and any Default Interest accrued thereon, in respect of any Note when due. Upon receipt of an affidavit of an officer of a Purchaser as to the loss, theft, destruction, or mutilation of its Note, Issuer shall issue, in lieu thereof, a replacement Note with the same Repayment Amount thereof and of like tenor.

Section 2.5 Reimbursable Expenses. Issuer shall pay all Reimbursable Expenses incurred after [***] the delivery of an invoice therefor, or if later, when due. It is the intention of the parties hereto that Issuer shall pay Reimbursable Expenses directly. In the event Purchaser Agent or any Purchaser pays any of such expenses directly, Issuer will promptly reimburse Purchaser Agent or such Purchaser for such expenses following written notice to Issuer of such expenses (such notice to be accompanied by applicable invoices).

ARTICLE III
CONDITIONS PRECEDENT

Section 3.1 Conditions Precedent to the Effective Date. The effectiveness of this Agreement is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) this Agreement, duly executed by Issuer and each Guarantor;

(b) an irrevocable Purchase Notice in respect of the First Purchase and the Second Purchase;

(c) a completed Perfection Certificate for Parent and each of its Subsidiaries; and

(d) a duly executed Securities Purchase Agreement.

Section 3.2 Conditions Precedent to the First Purchase Date. The obligation of each Purchaser to make the First Purchase is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) [reserved];

(b) UCC-1 financing statements in proper form for filing against each Obligor in its jurisdiction of organization (determined in accordance with the UCC);

(c) short-form security agreements for Intellectual Property constituting Collateral in proper form for filing against each Obligor with the United States Patent and Trademark Office or the United States Copyright Office, as applicable;

(d) [reserved];

(e) a duly executed payoff letter and related documentation in form and substance acceptable to Purchaser Agent in respect of the repayment in full and termination of the Existing Loan Agreement and release of all guarantees, Liens and security interests in respect of Existing Loan Agreement, together with (i) an English law governed deed of release in form and substance acceptable to Purchaser Agent that releases all guarantees, Liens and security interests granted by any UK Obligor in respect of the

Existing Loan Agreement and/or any of its related documents (the "**Deed of Release**"), (ii) any completed and executed forms and filings, including MR04s and any other documents necessary or desirable to effect any release of any Liens or security interests at HM Land Registry, HM Intellectual Property Office or any other national registries, (iii) the Irish Deed of Release and (iv) (w) an agreed form C6 in respect of the release of the obligations assumed by MeiraGTx Ireland DAC under the Irish Security Agreement dated 2 August 2022 and under the New York law security agreement dated 12 September 2022 between, amongst others, MeiraGTx Ireland DAC and Perceptive Credit Holdings III, LP, (x) agreed and executed Forms 57A in respect of the release of the Irish Security Agreement dated 2 August 2022 (the "**Forms 57A**", and each a "**Form 57A**") and (y) foreign lawyers legal certificate from [***] addressed to Tailte Éireann certifying the jurisdiction of incorporation of Perceptive Credit Holdings III, LP and certifying that each Form 57A was executed by Perceptive Credit Holdings III, LP in accordance with the laws of its jurisdiction of incorporation;

(f) insurance certificates in favor of Purchaser Agent and in form and substance satisfactory to Purchaser Agent with respect to all property and general liability insurance policies of the Obligors;

(g) (i) the Operating Documents of each Obligor, certified by the secretary or an assistant secretary, director or appropriate Responsible Officer, as applicable, of the applicable Obligor, (ii) to the extent such concept is recognized or customary for transactions of this type in the jurisdiction of incorporation of each Obligor, good standing certificates of such Obligor (excluding any UK Obligor and Irish Obligor) certified by the Secretary of State (or equivalent agency) of such Obligor's jurisdiction of incorporation, organization or formation or issued by the Registrar of Companies (or other applicable Registrar) (in respect of Parent), in each case dated as of a recent date prior to the First Purchase Date; (iii) incumbency certificates for each Obligor; (iv) in respect of Parent, copies of the register of directors and officers and register of mortgages and charges certified by a Responsible Officer of Parent; and (v) director's certificates of each UK Obligor certifying the accuracy of the other documents provided by such UK Obligor and confirming that the entering into and performance by such UK Obligor of the obligations contemplated by this Agreement and any related document to which such UK Obligor is contemplated to become a party, do not and shall not violate any limitation binding upon such UK Obligor, in particular, with respect to any borrowing, guarantee or security restriction applicable to such UK Obligor;

(h) copies of resolutions duly approved by (i) the board of directors (or other governing body, as applicable) of each Obligor, certified by the secretary or an assistant secretary, director or appropriate Responsible Officer, as applicable, of such Obligor, authorizing and approving the transactions contemplated hereunder and the execution, delivery and performance of this Agreement and the other Note Documents to which it is a party and (ii) in the case of each UK Obligor, the shareholders of such UK Obligor, certified by a director of such UK Obligor, authorizing and approving the transactions contemplated hereunder and the execution, delivery and performance of this Agreement and the other Note Documents to which it is a party;

(i) customary lien searches, as Purchaser Agent shall request (including searches against MeiraGTx Ireland DAC at the Irish Companies Registration Office (including Disqualified/Restricted Persons searches), at the High Court Central Office (including searching the Index of Petitions and Winding Up Notices maintained in the Central Office of the High Court) and at the High Court Judgments Office together with explanations, reasonably satisfactory to the Purchaser Agent, for all acts appearing on such searches), dated as of a recent date prior to the First Purchase Date, accompanied by written evidence (including any UCC termination statements) that the Liens revealed from such searches either constitute Permitted Liens or have been or, in connection with Notes issued on the First Purchase Date, will be terminated or released;

(j) duly executed legal opinions of Latham & Watkins LLP, as U.S. counsel to the Obligors, Walkers (Cayman) LLP, as Cayman Islands counsel to the Obligors, and Latham & Watkins LLP, as England and Wales counsel to the Obligors, dated as of the First Purchase Date and in form and substance satisfactory to Purchaser Agent;

(k) a duly executed Intercompany Subordination Agreement;

(l) a New York law security agreement, in form and substance satisfactory to Purchaser Agent, duly executed by the UK Obligors; and

(m) Issuer shall have made available to Purchaser Agent a permanent record, in form reasonably satisfactory to Purchaser Agent, of all documents and materials [***].

Section 3.3 Conditions Precedent to any Second Purchase Date. The obligation of each Purchaser to make the Second Purchase is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion.

(a) the First Purchase shall have occurred;

(b) the Initial Shares (as defined in the Securities Purchase Agreement) to be issued under Section 2.1 of the Securities Purchase Agreement, have been duly issued; and

(c) the Second Purchase Date shall occur on July 17, 2026.

Section 3.4 Conditions Precedent to any Third Purchase Date. The obligation of each Purchaser to make the Third Purchase is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) the First Purchase shall have occurred;

(b) the Positive Data (RIX) Milestone shall have been achieved; and

(c) the Third Purchase Date shall occur on or prior to the applicable Commitment Termination Date.

Section 3.5 Conditions Precedent to any Fourth Purchase Date. The obligation of each Purchaser to make the Fourth Purchase is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) the First Purchase shall have occurred;

(b) the Bota-Vec Approval Date shall have occurred; and

(c) the Fourth Purchase Date shall occur on or prior to the applicable Commitment Termination Date.

Section 3.6 Conditions Precedent to any Fifth Purchase Date. The obligation of each Purchaser to make the Fifth Purchase is subject to the satisfaction of the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) the First Purchase shall have occurred;

(b) the RIX Approval Date shall have occurred; and

(c) the Fifth Purchase Date shall occur on or prior to the applicable Commitment Termination Date.

Section 3.7 Conditions Precedent to any Sixth Purchase Date. The Sixth Purchase is subject to the approval of each participating Purchaser in its sole discretion, and the Sixth Purchase Date shall occur on or prior to December 31, 2028 (or such later date as specified in writing by the Required Purchasers in their sole discretion). It is understood and agreed that the making of the Sixth Purchase shall be at each participating Purchaser's sole discretion.

Section 3.8 Conditions Precedent to all Note Purchases. The obligation of each Purchaser to make any Purchase is subject to the following conditions precedent, the satisfaction or performance of which may be waived by the Required Purchasers in their sole discretion:

(a) within the time period required by Section 3.11 (or such shorter period as agreed in writing by Purchaser Agent and the Purchasers), receipt by Purchaser Agent of an executed Purchase Notice;

(b) the representations and warranties in Article V hereof shall be true and correct in all material respects on the date of the Purchase Notice and on the Purchase Date of each purchase of Notes; provided that such materiality qualifier shall not be applicable to any representations and warranties that already are qualified or modified by materiality in the text thereof; and provided further that those representations and warranties expressly referring to a specific date shall be true and correct in all material respects as of such date;

(c) no Default or Event of Default shall have occurred and be continuing or result from the purchase of Notes;

(d) Since December 31, 2025, there has not been any event or circumstance, either individually or in the aggregate, that has resulted in a Material Adverse Change that is continuing or could reasonably be expected to result in a Material Adverse Change;

(e) Purchasers shall have received duly executed Notes in favor of each Purchaser with respect to the Notes purchased by such Purchaser in such Purchase;

(f) other than for the Second Purchase, Parent shall have provided updates to the information in the Perfection Certificate since the Effective Date or the most recent update thereto; and

(g) payment of Reimbursable Expenses then due as specified in Section 2.5 hereof.

Section 3.9 Post-Closing Items. Following the First Purchase Date, the Obligors agree:

(a) to deliver to Purchaser Agent, (x) within [***] of the First Purchase Date, a duly executed Control Agreement, in form and substance satisfactory to Purchaser Agent, with respect to the Collateral Account of the Issuer at [***] (the "**Designated Account**"), which Designated Account shall be maintained as the Issuer's main operating and investment account until succeeding clause (y) is satisfied, and (y) within [***] of the First Purchase Date, duly executed Control Agreements, in form and substance satisfactory to Purchaser Agent, with respect to any U.S. Collateral Accounts (other than the Designated Account) maintained by Issuer or any other Obligor;

(b) to deliver to Purchaser Agent, within [***] of the First Purchase Date, all certificate(s) for the Shares representing Equity Interests in Subsidiaries of each Obligor (where such certificates are in issue), duly endorsed in blank (where applicable), in each case subject to the Agreed Security Principles;

(c) to deliver to Purchaser Agent, within [***] of the First Purchase Date, additional insured or lenders' loss payee endorsements, as applicable, with respect to all property and general liability insurance policies of the Obligors, in each case in favor of Purchaser Agent and in form and substance satisfactory to Purchaser Agent with respect to all property and general liability insurance policies of the Obligors;

(d) to deliver to Purchaser Agent, (x) with respect to the following items for MeiraGTx Manufacturing Limited and MeiraGTx UK II Limited, within [***] of the First Purchase Date and (y) with respect to the following items for MeiraGTx Ireland DAC, within the time frame under clause (g) below:

(i) a duly executed Guarantee Assumption Agreement by MeiraGTx Manufacturing Limited, MeiraGTx UK II Limited and MeiraGTx Ireland DAC and associated documents in accordance with Section 6.11, together with such certifications, resolutions and other instruments consistent with Section 3.2 and/or the Irish Obligor Certifications;

(ii) a duly executed English Law Security Agreement, together with copies of all related lease and title documents and the English Property Security Deliverables;

(iii) a duly executed Debenture and Guarantee, which shall include, *inter alia*, first-ranking security over all Collateral Accounts (other than Excluded Accounts) located in the United Kingdom;

(iv) duly executed English Law Share Charges;

(v) with respect to the Irish Obligor, (1) an agreed form C1 template in respect of the Irish registrable security created by MeiraGTx Ireland DAC under Section 4.1 and Section 4.3 of Article IV of this Agreement, and (2) an agreed form section 1001 notification in respect of the fixed charges created over the book debts of MeiraGTx Ireland DAC under Section 4.1 and Section 4.3 of Article IV of this Agreement;

(vi) a duly executed Irish Security Agreement in respect of the Irish Property, together with copies of all related lease and title documents and the Irish Security Deliverables;

(vii) a duly executed Irish Share Charge in respect of the Equity Interests of MeiraGTx Ireland DAC;

(viii) UCC-1 financing statements in proper form for filing against MeiraGTx Manufacturing Limited, MeiraGTx UK II Limited and MeiraGTx Ireland DAC, in each case in its jurisdiction of organization (determined in accordance with the UCC); and

(ix) duly executed legal opinions of Walkers (Cayman) LLP, as Cayman Islands counsel to the Obligors, A&L Goodbody LLP, as Irish counsel to the Obligors, and Latham & Watkins LLP, as England and Wales counsel to the Obligors, in form and substance satisfactory to Purchaser Agent, in respect of the Foreign Collateral Documents executed pursuant to this clause (d);

(e) to (I) use commercially reasonable efforts for a period of [***] following the First Purchase Date to deliver to Purchaser Agent a bailee waiver or landlord consent in form and substance satisfactory to Purchaser Agent, executed in favor of Purchaser Agent in respect of each third party bailee or landlord, as applicable, where Issuer or any other Obligor maintains Collateral having a book value in excess of $[***], other than any bailee waivers and landlord consents not required to be delivered pursuant to the Agreed Security Principles and (II) subject to the Agreed Security Principles, promptly enter into appropriate security documentation, in form and substance satisfactory to Purchaser Agent, to provide Purchaser Agent with a first priority (subject to Permitted Priority Liens) perfected security interest in all jurisdictions where Parent or any Subsidiary maintains Collateral having a book value in excess of $[***];

(f) to deliver to Purchaser Agent, within [***] of the First Purchase Date, consents of [***];

(g) to deliver to Purchaser Agent, within [***] of the First Purchase Date [***], consents of [***] and (ii) the granting of Liens on the Shares of MeiraGTx Ireland DAC pursuant to the Foreign Collateral Documents (including any enforcement or other remedies exercised against such pledged Shares) and the Collateral of MeiraGTx Ireland DAC pursuant to the Foreign Collateral Documents;

(h) to deliver to Purchaser Agent, in form and substance acceptable to Purchaser Agent (x) within [***] of the First Purchase Date, consents regarding [***] and (y) within [***] of the First Purchase Date, consents regarding [***]; and

(i) to deliver to Purchaser Agent, within [***] of the First Purchase Date, a duly executed French-law governed share pledge agreement in respect of the Equity Interests of MeiraGTx Cell Therapies.

Section 3.10 Covenant to Deliver. Issuer agrees to promptly deliver to Purchaser Agent and the Purchasers, as applicable, each item required to be delivered to Purchaser Agent under this Article III as a condition precedent to any purchase of Notes. Issuer expressly agrees that a purchase of Notes made prior to the receipt by Purchaser Agent or any Purchaser of any such item shall not, unless expressly waived in writing, constitute a waiver by Purchaser Agent or any Purchaser of Issuer's obligation to deliver such item, and any such purchase of Notes in the absence of a required item shall be made in each Purchaser's sole discretion.

Section 3.11 Procedures for Issuance and Purchase. Subject to the prior satisfaction of all other applicable conditions to the purchase of Notes set forth in this Agreement, to issue Notes, with respect to each Purchase, Issuer shall notify the Purchasers (which notice shall be irrevocable) by electronic mail by 12:00 noon Eastern time [***] (or such shorter periods as agreed in writing by Purchaser Agent and the Purchasers) prior to the date the Notes are to be issued; provided that with respect to the First Purchase, [***] advance notice shall suffice. Together with any such electronic notification, Issuer shall deliver to the Purchasers by electronic mail a completed Purchase Notice executed by a Responsible Officer of Issuer or his or her designee. The Purchasers may rely on any electronic notice given by a person whom a Purchaser reasonably believes is a Responsible Officer of Issuer or designee. On each Purchase Date, each Purchaser shall credit and/or transfer (as applicable) to a Deposit Account specified by Issuer for such purpose, an amount equal to the purchase price of the Notes purchased by such Purchaser on such Purchase Date. Notwithstanding anything to the contrary contained in this Agreement, with respect to the Second, Third, Fourth or Fifth Purchase, if, after such notification and prior to the applicable Purchase Date, Issuer provides written notice to Purchaser Agent that the condition precedent set forth in Section 3.8(b), Section 3.8(c) or Section 3.8(d) cannot reasonably be expected to be satisfied on such Purchase Date for any reason other than an intentional act or omission by Parent or any Subsidiary (together with a reasonably detailed description of the applicable event or condition that resulted in such condition no longer being satisfied),

then if the Purchasers proceed with such Purchase, the Purchasers will be deemed to have waived such condition precedent (but only with respect to the event or condition so described).

ARTICLE IV
CREATION OF SECURITY INTEREST

Section 4.1 Grant of Security Interest. Each Obligor (other than any UK Obligor) hereby grants Purchaser Agent, for the benefit of the Secured Parties, to secure the payment and performance in full of all of the Obligations, a continuing security interest in all of such Obligor's right, title and interest in, to and under the Collateral, wherever located, whether now owned or hereafter acquired or arising, and all proceeds and products thereof. Each Obligor (other than any UK Obligor) represents, warrants, and covenants that, upon the granting of security pursuant to the preceding sentence, executing the Foreign Collateral Documents (to the extent applicable to such Obligor) and the taking of the actions contemplated by Schedule 4.1 (as updated from time to time after the First Purchase Date in respect of assets acquired or Obligors acquired or formed after the First Purchase Date), the security interests granted herein and in the Foreign Collateral Documents are and shall at all times thereafter continue to be a first priority (subject to Permitted Priority Liens and in the case of security interests granted pursuant to the Foreign Collateral Documents, Agreed Security Principles) perfected security interest in the Collateral to the extent that a first priority security interest therein may be perfected by taking the actions contemplated by the Note Documents.

If this Agreement is terminated, Purchaser Agent's Lien in the Collateral shall continue until Payment in Full. Upon the earlier of Payment in Full or the consummation of a Qualified Acquisition, Purchaser Agent's security interest in the Collateral shall automatically terminate and all rights therein shall revert to the applicable Obligor with no further action on the part of any Person and Purchaser Agent shall, at the sole cost and expense of the Obligors, return all possessory collateral on hand to the Obligors and deliver such UCC termination statements and take such actions and deliver such other documentation as shall be reasonably requested by any Obligor to effect the termination and release of Purchaser Agent's Lien.

Upon (i) any Transfer (other than a lease or license) of property expressly permitted by Section 7.1 to any Person that is not an Obligor or required to become an Obligor pursuant to Section 6.11 (after giving effect to such Transfer) and otherwise permitted by this Agreement or (ii) any property no longer constituting Collateral as a result of achievement of the Sales Milestone, Purchaser Agent's security interest in such property shall automatically be released and all rights therein shall revert to the applicable Obligor with no further action on the part of any Person and Purchaser Agent shall, at the sole cost and expense of the Obligors, return all applicable possessory collateral on hand to the Obligors and deliver such UCC termination statements and take such actions and deliver such other documentation as shall be reasonably requested by Issuer to effect the release of Purchaser Agent's Lien.

In the case of any Permitted License of Included Product Intellectual Property, Purchaser Agent agrees to enter into any non-disturbance agreement to the extent reasonably requested by any Licensee party to such Permitted License, in form and substance reasonably acceptable to Purchaser Agent and any such licensee (a "**Non-Disturbance Agreement**").

Section 4.2 Authorization to File Financing Statements. Each Obligor hereby authorizes Purchaser Agent, at Issuer's or such Obligor's sole cost and expense, to file financing statements, make any registration or take any other action, without notice to any Obligor, with all appropriate jurisdictions (as determined by Purchaser Agent subject to the Agreed Security Principles) to perfect or protect Purchaser Agent's interest or rights under the Note Documents.

Section 4.3 Pledge of Collateral.

(a) Each Obligor (other than any UK Obligor) hereby pledges, charges, assigns and grants to Purchaser Agent, for the benefit of the Secured Parties, a security interest in all the Shares and any other investment property, documents, instruments, tangible chattel paper or promissory notes constituting Collateral owned by the Obligors, together with all proceeds and substitutions thereof, all cash, shares and other moneys and property paid thereon, all rights to subscribe for securities declared or granted in connection therewith, and all other cash and noncash proceeds of the foregoing, as security for the performance of the Obligations.

(b) On the First Purchase Date, or, to the extent not certificated or owned by any Obligor as of the First Purchase Date, each Obligor shall:

(i) within [***] of the certification or acquisition of any Shares, the certificate or certificates for such Shares will be delivered to Purchaser Agent, accompanied by an instrument of assignment or instrument of transfer duly executed in blank by the applicable Obligor; provided, that for the avoidance of doubt, this sentence shall not apply to marketable equity securities held in Controlled Accounts. To the extent required by the terms and conditions governing any such Shares, the Obligors shall cause (or, with respect to the Shares of any entity that is minority owned by the Obligors, use commercially reasonable efforts to cause) the Books of each entity whose Shares are part of the Collateral and any transfer agent to reflect the pledge of such Shares; and

(ii) (A) promptly following the acquisition thereof, provide written notice to the Purchaser Agent of and deliver to the Purchaser Agent physical possession of, any investment property and payment intangibles to the extent that such investment property or payment intangibles are evidenced by a document, instrument, promissory note or chattel paper (other than any document, instrument, promissory note or chattel paper with a principal amount not exceeding $[***] individually or in the aggregate) and (B) not deliver physical possession of any such documents, instruments, promissory notes or chattel paper to any creditor of such Obligor other than the Purchasers or the Purchaser Agent.

(c) Upon the occurrence and during the continuance of an Event of Default hereunder, Purchaser Agent may, in addition to all rights and remedies available to Purchaser Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights with respect to Shares constituting Collateral and/or effect the transfer of any securities included in the Collateral (including but not limited to the Shares and all other investment property, any documents, instruments, chattel paper or promissory notes)) into the name of Purchaser Agent and cause new (as applicable) records or certificates representing such securities or investment property to be issued in the name of Purchaser Agent or its transferee. Each Obligor will execute and deliver such documents, and take or cause to be taken such actions, as Purchaser Agent may reasonably request to perfect or continue the perfection of Purchaser Agent's security interest in the Shares and all other investment property, any documents, instruments, chattel paper or promissory notes, as applicable. Upon the occurrence and during the continuance of an Event of Default, all rights of the Obligors to receive the dividends, distributions and interest payments that it would otherwise be authorized to receive and retain shall cease and all such rights shall thereupon be vested in Purchaser Agent, which shall then have the sole right to receive and hold as Collateral such dividends, distributions and interest payments, and all dividends and interest payments that are received by the Obligors contrary to the provisions of this paragraph shall be received in trust for the benefit of Purchaser Agent, shall be segregated from other property or funds of the Obligors, and shall be promptly paid over to Purchaser Agent as Collateral in the exact form received, to be held by Purchaser Agent as Collateral and as further collateral security for the applicable Obligations. Unless an Event of Default shall have occurred and be continuing and unless Purchaser Agent has provided written notice of such Event of Default to Issuer, each Obligor shall be entitled to exercise any voting rights with respect to the Shares and to give consents, waivers and

ratifications in respect thereof, provided that no vote shall be cast or consent, waiver or ratification given or action taken which would be inconsistent with any of the terms of this Agreement or which would constitute or create any violation of any of such terms. All such rights to vote and give consents, waivers and ratifications shall terminate upon delivery of such written notice from Purchaser Agent but shall be reinstated upon such Event of Default ceasing to exist. The terms of this Section 4.3 shall, in each case, be subject to the Agreed Security Principles.

(d) Upon the permitted sale of any Equity Interests of MeiraGTx Manufacturing Limited to Hologen Limited (provided that MeiraGTx Limited shall not hold less than [***]% of the Equity Interests of MeiraGTx Manufacturing Limited) pursuant to and in accordance with that certain Framework Agreement, dated as of March 9, 2025, among MeiraGTx Manufacturing Limited, MeiraGTx Limited and Hologen Limited, (i) the Purchaser Agent (A) hereby unconditionally and irrevocably releases, cancels and discharges, and releases and terminates its rights in relation to, the Liens on the Equity Interests of MeiraGTx Manufacturing Limited purchased by Hologen Limited, and (B) agrees to enter into any instruments to the extent reasonably requested by the Obligors to effect the same; (ii) the Obligors hereby cancel and revoke any power of attorney created by or pursuant to the Note Documents to the extent relating to such Equity Interests; and (iii) such Equity Interests shall no longer constitute Collateral under any of the Note Documents.

ARTICLE V
REPRESENTATIONS AND WARRANTIES

Each Obligor represents and warrants to Purchaser Agent and the Purchasers, as of the Effective Date, each Purchase Date and each other date on which these representations and warranties are made or brought down, as applicable, as follows:

Section 5.1 Due Organization, Authorization: Power and Authority. Parent is duly incorporated as a Cayman Islands exempted company with limited liability and Parent and each of its Subsidiaries is duly existing and, to the extent such concept is recognized in the applicable jurisdiction, in good standing as a Registered Organization or company in its jurisdictions of organization, incorporation or formation and Parent and each of its Subsidiaries is qualified and licensed to do business and, to the extent such concept is recognized in the applicable jurisdictions, is in good standing (if such concept exists under the relevant jurisdiction) in any jurisdiction in which the conduct of its businesses or its ownership of property requires that it be qualified except where the failure to do so could not reasonably be expected to result in a Material Adverse Change. In connection with this Agreement, Parent on behalf of itself and each other Obligor has delivered to Purchaser Agent a completed perfection certificate signed by a director or an officer of such Obligor (as updated from time to time (without retroactive effect) pursuant to Section 6.2, the "**Perfection Certificate**"). Each Obligor represents and warrants that (a) such Obligor's exact legal name is that which is indicated on the Perfection Certificate and on the signature page of each Note Document to which it is a party; (b) each Obligor is an organization of the type and is organized or incorporated in the jurisdiction set forth on the Perfection Certificate; (c) the Perfection Certificate accurately sets forth each Obligor's organizational or company identification number or accurately states that such Obligor has none; (d) the Perfection Certificate accurately sets forth each Obligor's place of business, or, if more than one, its chief executive office or principal place of business, as applicable, as well as each Obligor's mailing address (if different than its chief executive office); (e) except as noted in the Perfection Certificate, each Obligor (and each of its respective predecessors) has not, in the past five years, changed its jurisdiction of organization or incorporation, organizational structure or type, or any organizational or company number assigned by its jurisdiction; and (f) all other information set forth on the Perfection Certificate pertaining to the Obligors and the Subsidiaries, is accurate, correct and complete in all material respects.

The execution, delivery and performance by each Obligor of the Note Documents to which it is a party have been duly authorized, and do not (a) conflict with such Obligors' organizational documents, including its respective Operating Documents, or (b) except as could not reasonably be expected to result in a Material Adverse Change (i) contravene, conflict with, constitute a default under or violate any Requirement of Law applicable thereto, (ii) contravene, conflict or violate any applicable order, writ, judgment, injunction, decree, determination or award of any Governmental Authority by which Issuer or such Obligor, or any of their property or assets may be bound or affected, (iii) require any action by, filing, registration, or qualification with, or Governmental Approval from, any Governmental Authority (except such Governmental Approvals which have already been obtained and are in full force and effect and except for appropriate security interest filings to be made in any applicable jurisdiction) or are being obtained pursuant to Section 6.1(c), or (iv) constitute a breach, default or event of default under any Material Agreement by which Issuer or any of such Obligor, or their respective properties, is bound. No Obligor is in default under any agreement to which it is a party or by which it or any of its assets is bound in which such default could reasonably be expected to result in a Material Adverse Change.

Section 5.2 Collateral and Guarantees.

(a) Each Obligor has good title to, or has rights in, and has the power to transfer each item of the Collateral upon which it purports to grant a Lien under the Note Documents, free and clear of any and all Liens except Permitted Liens, and no Obligor has any Deposit Accounts, Securities Accounts, Commodity Accounts or other bank or investment accounts other than the Collateral Accounts and the Excluded Accounts, if any, described in the Perfection Certificate delivered to Purchaser Agent in connection herewith with respect of which Issuer or such Obligor has given Purchaser Agent notice and, subject to Section 3.9, and other than with respect to the Excluded Accounts, taken such actions as are necessary to give Purchaser Agent a perfected security interest therein.

(b) Except as disclosed on the Perfection Certificate (i) the Collateral is not in the possession of any third party bailee (such as a warehouse), and (ii) no such third party bailee possesses components of the Collateral in excess of $[***]. None of the components of the Collateral shall be maintained at locations other than as disclosed in the Perfection Certificate on the Effective Date or as permitted pursuant to Section 6.10.

(c) Except as disclosed to Purchaser Agent in writing, no Obligor is a party to, nor is bound by, any Restricted License the termination or breach of which could reasonably be expected to result in a Material Adverse Change.

(d) As of the Effective Date and the First Purchase Date, except as set forth on Schedule 5.2(d), neither Parent nor any of its Subsidiaries owns or has title to or interest in, any real property, except for leasehold interest in the real property leased by it as is necessary or desirable to the conduct of its business.

(e) None of the Obligors owns any electronic chattel paper.

(f) As of the Effective Date and the First Purchase Date, each Subsidiary that is not an Obligor is an Excluded Foreign Subsidiary. As of the Effective Date and the First Purchase Date, the only Excluded Foreign Subsidiaries are: (i) MeiraGTx Cell Therapies, (ii) MeiraGTx Belgium, (iii) MeiraGTx B.V. and (iv) MeiraGTx Netherlands B.V. Other than [***], (x) no Excluded Subsidiary is party to or subject to any agreement, contract, settlement, order or other covenant that obligates it make payments in excess of, individually or in the aggregate, $[***] and (y) there is no obligation on the part of any Obligor to make Investments to an Excluded Subsidiary.

Section 5.3 Litigation. Except as disclosed (i) in the Perfection Certificate delivered on or prior to the Effective Date or (ii) in accordance with Section 6.9 hereof, there are no actions, audits, suits, investigations, or proceedings (including any Environmental Claims) pending or, to the knowledge of Parent, threatened in writing by or against Parent or any of its Subsidiaries involving more than $[***]. Except as disclosed on the Perfection Certificate delivered on or prior to the Effective Date, there are no actions, audits, suits, investigations or proceedings (including any Environmental Claims) pending or threatened in writing by or against Parent or any of its Subsidiaries, which, if adversely determined, could reasonably be expected to result in a Material Adverse Change.

Section 5.4 No Material Deterioration in Financial Condition; Financial Statements.

(a) All consolidated financial statements for Parent and its Subsidiaries and the consolidated financial statements for each Subsidiary for the periods prior to the acquisition thereof by Parent delivered to Purchaser Agent fairly present, in conformity with GAAP in all material respects, the consolidated financial condition of Parent and its Subsidiaries or such Subsidiary, as applicable, and the consolidated results of operations of Parent and its Subsidiaries or such Subsidiary, as applicable. There has not been any material deterioration in the consolidated financial condition of Parent and its Subsidiaries since the date of the most recent financial statements submitted to any Purchaser.

(b) Since December 31, 2025, (A) there has not been any Transfer by Parent or any Subsidiary of any material part of the business or property of Parent or such Subsidiary, and (B) there has been no Investment or acquisition of any business or material property by Parent or any Subsidiary, in each case, as of the Effective Date and the First Purchase Date, that has not been disclosed on Schedule 5.4.

Section 5.5 Solvency. Issuer is, and will be, after giving effect to the issuance of the Notes, Solvent. The Obligors, taken as a whole, are, and will be, after giving effect to the issuance of the Notes, Solvent.

Section 5.6 Compliance with Laws.

(a) Parent, its Subsidiaries, and, to the knowledge of Parent, their respective licensors relating to each Product and their respective Licensees are in compliance with, and at all times during the past [***] prior to the Effective Date have complied with, as of the Effective Date and the First Purchase Date, all material Requirements of Law, and as of any other applicable date, all Requirements of Law, applicable to Parent or any Subsidiary and by which any property or any asset of Parent or any Subsidiary is bound, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change. None of Parent, any Subsidiary or, to the knowledge of Parent, their respective licensors relating to each Product and their respective Licensees, have violated any Requirement of Law which violation could reasonably be expected to result in a Material Adverse Change. Neither Parent nor any Subsidiary nor, to the knowledge of Parent, any licensor or Licensee relating to any Included Product has received notice of any alleged or actual violation of any Requirement of Law, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change. To the knowledge of Parent, no investigation or review is pending or threatened by any Governmental Authority with respect to any alleged violation by Parent or any Subsidiary of any Requirement of Law, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change.

(b) [Reserved.]

(c) Neither Parent nor any of its Subsidiaries is an "investment company" or a company "controlled" by an "investment company" under the Investment Company Act of 1940, as

amended. Neither Parent nor any of its Subsidiaries is engaged as one of its important activities in extending credit for Margin Stock. None of the proceeds of the Notes will be used, directly or indirectly, for the purpose of purchasing or carrying Margin Stock.

(d) Neither Parent nor any of its Subsidiaries is a "holding company" or an "affiliate" of a "holding company" or a "subsidiary company" of a "holding company" as each term is defined and used in the Public Utility Holding Company Act of 2005. Neither Parent's nor any of its Subsidiaries' properties or assets has been used by Parent or such Subsidiary or, to the knowledge of Parent, by previous Persons, in disposing, producing, storing, treating, or transporting any hazardous substance other than in, as of the Effective Date and the First Purchase Date, material compliance, and as of any other applicable date, compliance, with applicable laws, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change. Parent and each of its Subsidiaries has obtained, as of the Effective Date and the First Purchase Date, all material consents, approvals and authorizations of, and as of any other applicable date, all consents, approvals and authorizations of, and, in each case, made all declarations or filings with, and given all notices to, all Governmental Authorities that are necessary to continue their respective businesses as currently conducted, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change.

(e) None of Parent, any of its Subsidiaries, or any of their Affiliates or, to the knowledge of Parent, any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement is (i) in violation of any Sanctions, Anti-Terrorism Laws or Anti-Corruption Laws, (ii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding or attempts to violate, any of the prohibitions set forth in any Sanctions, Anti-Terrorism Laws or Anti-Corruption Laws , or (iii) a Sanctioned Person. None of Parent, any of its Subsidiaries or any of their Affiliates or, to the knowledge of Parent, any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement, (x) directly or indirectly conducts any business or engages in making or receiving any contribution of funds, goods or services to or for the benefit of any Sanctioned Person in violation of Sanctions, (y) directly or indirectly deals in, or otherwise engages in any transaction relating to, any property or interest in property blocked or sanctioned pursuant to any Sanctions (including Executive Order No. 13224, any similar executive order), or Anti-Terrorism Law, or (z) has directly or indirectly paid, made, offered, promised, authorized, solicited, or accepted any contribution, gift, bribe, rebate, payoff, influence payment, kickback, or other improper payment to or from any Person in order to obtain or retain business, for any improper advantage, in violation of Anti-Corruption Laws.

(f) In the past [***], neither Parent nor any of its Subsidiaries, nor any of their respective officers, directors, employees (each in their capacity as such) nor, to the knowledge of Parent, any of their respective independent contractors or agents have (a) on the Effective Date and the First Purchase Date, materially violated and (b) on any other date, violated, other than as could not reasonably be expected to result in a Material Adverse Change: (A) (i) the U.S. federal Food, Drug and Cosmetic Act (21 U.S.C. §§ 301 et seq.) and its implementing regulations; (ii) the Public Health Service Act (42 U.S.C. §§ 201 et seq.) and its implementing regulations; (iii) the civil False Claims Act found at 31 U.S.C. §§3729 et seq.; (iv) the criminal False Claims Act found at 42 U.S.C. §1320a-7b(a); (v) the Civil Monetary Penalties Law found at 42 U.S.C. § 1320a-7a; or (vi) the federal anti-kickback statute found at 42 U.S.C. § 1320a-7b(b), the Foreign Corrupt Practices Act of 1977, as amended, or any other Anti-Corruption Laws or any other anti-bribery or analogous state, local or foreign fraud and abuse laws; or (B) (i) the federal prohibitions on physician self-referrals found at 42 U.S.C. § 1395nn, and analogous state self-referral prohibitions; (ii) any of the provisions of 42 U.S.C. § 1320a-7, which are, as applicable, cause for mandatory or permissive exclusion from Medicare, Medicaid, or any other State health care program or federal health care program as defined in 42 U.S.C. § 1320a-7b(f); (iii) the Patient Protection and Affordable Care Act of 2010, as

amended by the Health Care and Education Reconciliation Act of 2010, in each case as amended, and the regulations promulgated thereunder; (iv) the health care fraud provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), in each case as amended, and the regulations promulgated thereunder or (v) any other federal, state or local Requirement of Law or regulation of general applicability to health care fraud, governing or regulating pharmaceutical or device manufacturers or reimbursement for any Product, including but not limited to, all applicable Medicare and Medicaid statutes and regulations, or any analogous law of any other Governmental Authority (collectively, "**Healthcare Laws**").

Section 5.7 Investments. Neither Parent nor any of its Subsidiaries owns any Equity Interests except for Permitted Investments.

Section 5.8 Tax; Pension Contributions.

(a) Other than set forth on Schedule 5.8(a), Parent and each of its Subsidiaries has timely filed (taking into account valid extensions) all required U.S. federal income and other material tax returns and reports, and Parent and each of its Subsidiaries has timely paid (taking into account valid extensions) all U.S. federal income and other material foreign, state, provincial and local taxes, assessments, deposits and contributions owed by Parent and such Subsidiaries, in all jurisdictions in which Parent or any such Subsidiary is subject to taxes, including, without limitation, the United States, unless such taxes are being contested in good faith through appropriate proceedings.

(b) Except as disclosed in the Perfection Certificate, Parent is not aware of any claims or adjustments proposed for any of Parent's or any Subsidiaries' prior tax years which could result in material additional taxes becoming due and payable by Parent or any of its Subsidiaries.

(c) Under the law of each Obligor's jurisdiction of organization or incorporation or residence for Tax purposes it is not necessary that any stamp, registration or similar tax be paid on or in relation to the Note Documents or the transactions contemplated thereby other than immaterial fees required to be paid in connection with any filing required to perfect a security interest.

(d) [***] Parent and each of its Subsidiaries have paid all amounts necessary to fund all present pension, and profit sharing and deferred compensation plans in accordance with their terms (to the extent such plans are required by their terms to be funded), and neither Parent nor any of its Subsidiaries have withdrawn from participation in, or partially or completely terminated, any such plan which could reasonably be expected to result in material liability of Parent or its Subsidiaries, including, without limitation, any material liability to the Pension Benefit Guaranty Corporation (other than for any required PBGC premiums) or its successors or any other Governmental Authority.

Section 5.9 Tax Residence and Center of Main Interests and Establishments.

(a) Each Obligor is a tax resident in its jurisdiction of organization or incorporation, other than Parent which is a tax resident in the United Kingdom.

(b) For the purpose of any applicable insolvency or bankruptcy legislation, the center of main interest (or equivalent applicable terminology) of each Obligor is its jurisdiction of organization or incorporation and it has no establishment in any other jurisdiction.

Section 5.10 Shares. Each Obligor has full power and authority to create a first lien or charge on the Shares pledged or charged by it pursuant to the Note Documents and no disability or contractual obligation exists that would prohibit such Obligor from pledging the Shares pursuant to the Note Documents. To the knowledge of Parent, there are no subscriptions, warrants, rights of first refusal or other

restrictions on transfer relative to, or options exercisable with respect to the Shares. The Shares have been and will be duly authorized and validly issued, and are fully paid and, to the extent applicable, non-assessable. To the knowledge of Parent, as of the Effective Date and the First Purchase Date, the Shares are not the subject of any present or threatened suit, action, arbitration, administrative or other proceeding, and neither Parent nor any Subsidiary knows of any reasonable grounds for the institution of any such proceedings.

Section 5.11 Intellectual Property.

(a) Schedule 5.11(a) sets forth, as of the Effective Date and the First Purchase Date, an accurate, true and complete list of all (i) Patents, including the jurisdiction and patent number and indicating whether each such Patent is owned or in-licensed (and, if in-licensed, the owner of such Patent, and under which In-License such Patent was in-licensed), (ii) Trademarks, (iii) registered Copyrights or applications for registered Copyrights and (iv) domain name registrations and websites, in each case with respect to clauses (i), (ii), (iii) and (iv) above in this clause (a) that constitute Included Product Intellectual Property owned by or exclusively licensed to Parent or any of its Subsidiaries. Except as disclosed therein, (A) to the knowledge of Parent, each issued Patent and Trademark listed on Schedule 5.11(a) is valid, enforceable and subsisting and has not lapsed, expired, been cancelled or become abandoned, except in the ordinary course of business or where such lapse or abandonment, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change, and (B) each pending Patent listed on Schedule 5.11(a) (except for each such Patent [***]) is, and [***] is, subsisting and has not lapsed, expired, been cancelled or become abandoned, except in the ordinary course of business or where such lapse or abandonment could not reasonably be expected to result in a Material Adverse Change.

(b) To the knowledge of Parent, except for Included Product Intellectual Property owned by or licensed to Parent or any of its Subsidiaries and set forth on Schedule 5.11(a) (as updated to reflect any Included Product Intellectual Property internally developed by Parent and its Subsidiaries, any Permitted Acquisition, or any Transfer permitted pursuant to Section 7.1, of Included Product Intellectual Property from time to time after the First Purchase Date) and any Intellectual Property owned by or licensed to Lilly or any of its Affiliates, no other Intellectual Property is necessary to use, Develop, Manufacture, import or Commercialize, and/or otherwise exploit any Included Product. To the knowledge of Parent, the use, Development, Manufacture, import, Commercialization and/or other exploitation by Parent and its Subsidiaries of any Included Product does not and will not infringe, misappropriate or violate any Intellectual Property that is owned by or exclusively licensed to a Third Party. To the knowledge of Parent as of the Effective Date and the First Purchase Date, there are no pending patent applications in the United States, or any other jurisdiction owned by or exclusively licensed to a Third Party that, if granted, would be infringed by the use, Development, Manufacture, import, Commercialization and/or other exploitation of any Included Product.

(c) There are no unpaid maintenance, annuity or renewal fees currently overdue for any of the material Patents (which includes the Patents set forth on Schedule 5.11(a)) that constitute Included Product Intellectual Property and that are (i) owned by an Obligor or any of its Subsidiaries or (ii) exclusively licensed to an Obligor or any of its Subsidiaries ("**Material Patents**"), except for [***], and to the knowledge of Parent, there are no unpaid maintenance, annuity or renewal fees currently overdue for any of [***]. To the knowledge of Parent, none of the Obligors, nor any of their Subsidiaries nor any prior owner of such Patent, or any of their respective agents or representatives, has engaged in any conduct, or omitted to perform any necessary act (except, in each case, Transfers explicitly permitted by Section 7.1(j)) the result of which would invalidate or render unpatentable or unenforceable any claims of any Material Patents.

(d) [***] other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, to the knowledge of Parent, there is no product of any Third Party that infringes a Material Patent or would infringe a Material Patent upon commercialization of any Included Product. [***] other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, to the knowledge of Parent, there is no, nor has there been any, infringement or misappropriation by any Person of any of the Included Product Intellectual Property owned by or exclusively licensed to Parent or any of its Subsidiaries or any of the rights therein.

(e) [***] other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, there is, and has been, no pending or threatened in writing, decided or settled opposition, interference proceeding, reexamination proceeding, cancellation proceeding, injunction, claim, lawsuit, declaratory judgment, administrative post-grant review proceeding, other administrative or judicial proceeding, hearing, investigation, complaint, arbitration, mediation, International Trade Commission investigation, decree, or any other filed claim (collectively referred to hereinafter as "**Disputes**") related to any of the Material Patents, nor has any such Dispute been threatened in writing challenging the legality, validity, enforceability or ownership of any Material Patents; provided that with respect to any [***]. There are no pending, threated in writing or, to the knowledge of Parent, otherwise threatened Disputes by any Person or Third Party against Parent or its Subsidiaries or, to the knowledge of Parent, any of their respective licensors or Licensees of the Included Product Intellectual Property, and neither Parent nor any Subsidiary has received any written notice or claim of any such Dispute, in each case, that pertains to the Included Product Intellectual Property.

(f) [***] as of the Effective Date and First Purchase Date, to the knowledge of Parent, there are no settlements, covenants not to sue, consents, judgments, orders or similar obligations to which any Obligor or any Subsidiary of Obligor is party or by which Obligor or any Subsidiary of Obligor is bound that: (i) restrict the rights of any Obligor or any Subsidiary to use any Included Product Intellectual Property for the research, Development, Manufacture, production, use, Commercialization, marketing, importing, storage, transport, packaging, labelling, promotion, advertising, offer for sale, distribution or sale of any Included Product, or (ii) permit any Third Parties to use any Included Product Intellectual Property to exploit any Included Product, except for the benefit of Parent or its Subsidiaries, and, other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product.

(g) Parent and its Subsidiaries have taken commercially reasonable measures and precautions to protect and maintain (i) the confidentiality of all trade secrets within the Included Product Intellectual Property and (ii) the value of all Included Product Intellectual Property, except where such failure to take action, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change. To the knowledge of Parent, no material trade secret owned by or exclusively licensed to Parent within the Included Product Intellectual Property has been published or disclosed to any Person except pursuant to a written agreement requiring such Person to keep such trade secret confidential.

(h) Except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, (i) the Material Patents owned by the Obligors or their Subsidiaries have all been assigned by the inventors thereof to the Obligors (either directly or through their Subsidiaries) ("**Assigned Patents**"), (ii) to the knowledge of Parent, the Material Patents exclusively licensed to the Obligors or their Subsidiaries have all been assigned by the inventors thereof to the applicable licensor listed on Schedule 5.11(a) ("**Licensed Patents**"); (iii) either Parent, or one of its Subsidiaries (in the case of an Assigned

Patent), or, to the knowledge of Parent, the applicable licensor (in the case of a Licensed Patent) is currently recorded (for applications that have been filed at the United States Patent and Trademark Office), or will be recorded (for applications that are to be filed at the United States Patent and Trademark Office at National Phase entry) at the United States Patent and Trademark Office as the sole assignee of such Assigned Patents or Licensed Patents; (iv) to the knowledge of Parent, there are no currently asserted or unasserted claims of any persons disputing the inventorship or ownership of any of such Patents; and (v) there are no liens, security interests or encumbrances that have been filed against any of such Patents.

(i) With respect to the Material Patents, [***]:

(i) to the knowledge of Parent, except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, all information and prior art material to such Patents was adequately disclosed, to the extent such disclosure is required, to the relevant patent office or, to the knowledge of Parent, considered by the respective patent offices during prosecution of such Patents;

(ii) subsequent to the issuance of such Patents, no Obligor nor any Subsidiary nor any of their respective predecessors-in-interest, has filed any disclaimer (except for terminal disclaimers filed in response to non-statutory double patenting rejections) or made or permitted any other voluntary reduction in the scope of the inventions claimed in such Patents;

(iii) subsequent to the issuance of such Patents, Parent is not aware of any prior art that would be material to patentability that was not cited to the USPTO during prosecution;

(iv) other than prior art disclosed to the relevant patent office, Parent is not aware of any facts that would form a reasonable basis for invalidation of such Patents;

(v) Parent is not aware of any material deficiencies or inaccuracies on the experimental data that support the patentability of such Material Patents, and no Obligor nor any Subsidiary is aware of any facts that would form a reasonable basis for invalidation of such Material Patents;

(vi) Except, other than on the Effective Date and the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, no subject matter designated allowable or allowed by the U.S. Patent and Trademark Office of such Patents is subject to any competing conception claims of allowable or allowed subject matter of any patent applications or patents of any Third Party and have not been the subject of any interference, and such Patents are not and have not been the subject of any re-examination, opposition or any other post-grant proceedings (provided that with respect to any [***]), and Parent does not have knowledge of any basis for any such interference, re-examination, opposition, inter partes review, post grant review, or any other post-grant proceedings;

(vii) if any of such Patents is terminally disclaimed to another patent or patent application, all patents and patent applications subject to such terminal disclaimer are included in the Collateral; provided that with respect to any [***];

(viii) neither any Obligor nor any Subsidiary has received an opinion from counsel, whether preliminary in nature or qualified in any manner, which concludes that a challenge to the validity or enforceability of any such Patents is more likely than not to succeed; and

(ix) (A) neither any Obligor nor any Subsidiary, nor, to the knowledge of Parent, any of their respective agents or representatives, have engaged in any conduct, or omitted to perform

any necessary act, the result of which would invalidate or render unpatentable or unenforceable any such Patent and (B) to the knowledge of Parent, no prior owner of any such Patent owned by any Obligor or any Subsidiary, nor any of such prior owner's agents or representatives, have engaged in any conduct, or omitted to perform any necessary act, the result of which would invalidate or render unpatentable or unenforceable any such Patent.

Section 5.12 Privacy

(a) Except as could not reasonably be expected to result in a Material Adverse Change, Parent and its Subsidiaries are and have been in compliance with Privacy Laws and with (i) Parent's privacy policies and public written statements regarding Parent's or any of its Subsidiaries privacy or data security practices, and (ii) the requirements of any contractual obligations regarding Processing of Personal Data by which Parent or any of its Subsidiaries is bound.

(b) Parent and its Subsidiaries maintain and have maintained commercially reasonable physical, technical, and administrative security measures and policies designed to protect all Personal Data owned, stored, used, maintained or controlled by or on behalf of Parent and its Subsidiaries from and against unlawful, accidental or unauthorized acquisition, access, loss, compromise, destruction, damage, disclosure, encryption, corruption or alteration or misuse. Parent and its Subsidiaries are and have been in compliance in all material respects with all laws relating to data breach notification obligations. To the knowledge of Parent, there has been no occurrence of (i) unlawful, accidental or unauthorized acquisition, access, loss, compromise, destruction, damage, disclosure, encryption, corruption or alteration or misuse (by any means) of Personal Data owned, stored, used, maintained or controlled by or on behalf of Parent or any of its Subsidiaries such that Privacy Laws require or required Parent or any of its Subsidiaries to notify government authorities, affected individuals or other parties of such occurrence or (ii) unauthorized access to or disclosure of Parent's or any of its Subsidiaries confidential information or trade secrets.

Section 5.13 Regulatory Approvals.

(a) Parent has made available to Purchaser Agent any material written reports or other written communications received by Parent, its Subsidiaries and, to the knowledge of Parent, any licensors relating to each Included Product and any Licensees, from a Governmental Authority that would indicate that any Regulatory Authority (i) is unlikely to grant, or may delay or adversely condition its grant of, any pending Regulatory Approval with respect to such Included Product, (ii) is likely to revise or revoke any current Regulatory Approval granted by any Regulatory Authority with respect to such Included Product or (iii) is likely to pursue any material enforcement or compliance actions against any Obligor. As of the Effective Date and the First Purchase Date, there have been no other material communications with the FDA or the EMA concerning any Included Product or the Obligors' applications for Regulatory Approval submitted to the FDA or the EMA for any Included Product that have not been disclosed to Purchaser Agent.

(b) Parent and its Subsidiaries and, to the knowledge of Parents, its Licensees possess all material Regulatory Approvals issued or required by any Regulatory Authority, which Regulatory Approvals are necessary to conduct the business relating to each Included Product as of the Effective Date and the First Purchase Date, including to conduct the current Clinical Trials relating to each Included Product, and neither Parent nor any Subsidiary has received any notice of proceedings relating to, and, to the knowledge of Parent, there are no facts or circumstances that would reasonably be expected to lead to, the revocation, suspension, termination or material and adverse modification of any such Regulatory Approvals. All applications, notifications, submissions, information, claims, reports and statistics and other data and conclusions derived therefrom, utilized as the basis for or submitted in connection with any and all requests for a Regulatory Approval relating to any Included Product from the FDA or other Regulatory

Authority relating to Parent or any Subsidiary, their business operations and any Included Product, when submitted to the FDA or other Regulatory Authority were true, complete and correct in all material respects as of the date of submission or any necessary or required updates, changes, corrections or modifications to such applications, submissions, information and data have been submitted to the FDA or other Regulatory Authority; provided that with respect to any such Regulatory Approvals relating to AAV-AIPL1, such representation and warranty is hereby qualified as to the knowledge of Parent. To the knowledge of Parent, none of the officers, directors, employees, agents or consultants of Parent or any Subsidiary has (i) made an untrue statement of material fact or fraudulent statement to any Regulatory Authority or failed to disclose a material fact required to be disclosed to a Regulatory Authority; or (ii) committed an act, made a statement, or failed to make a statement that could reasonably be expected to provide a basis for the FDA to invoke its policy respecting "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities," set forth in 56 Fed. Reg. 46191 (September 10, 1991).

(c) Nonclinical investigations and Clinical Trials conducted on behalf of Parent or any of its Subsidiaries or, to the knowledge of Parent, their respective licensors and licensees relating to any Included Product were conducted in compliance in all material respects with applicable laws, including Healthcare Laws, and in accordance in all material respects with experimental protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards, (ii) the descriptions and the results of such nonclinical investigations and Clinical Trials provided by Parent to Purchaser Agent are accurate in all material respects and, if conducted by their respective licensors or licensees, are, to the knowledge of Parent, accurate in all material respects and (iii) neither Parent, any Subsidiary nor, to the knowledge of Parent, their respective licensors and licensees relating to any Included Product have received any written notices, correspondence or other written communication from any Regulatory Authority or comparable authority (including any independent data monitoring committee, institutional review board, ethics committee or similar oversight body) requiring or recommending the termination, suspension, material modification or partial or full clinical hold of any Clinical Trials conducted by or on behalf of such Persons with respect to any Included Product.

(d) Neither Parent, any Subsidiary nor, to the knowledge of Parent, their respective licensors relating to any Included Product nor their respective Licensees have received any notices from, or had any written or oral communications with, (i) any Governmental Authority or (ii) any pricing and reimbursement representative of any Person, in each case exercising authority with respect to pricing and reimbursement for any Included Product, that have resulted in, or would reasonably be expected to result in, any non-coverage decision in respect of, material reduction in the expected pricing of, or material reduction in reimbursement or recoupment of reimbursement with respect to, any Included Product, except in each case, other than on the Effective Date or the First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product.

(e) Except as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, all manufacturing operations conducted by or on behalf of Parent and its Subsidiaries and, to the knowledge of Parent, their respective licensors and licensees relating to any Included Product have been and are being conducted in compliance in all respects with current good manufacturing practices set forth in 21 C.F.R. Parts 210, 211, 601 and 610, EudraLex, The Rules Governing Medical Products in the European Union, Volume 4, EU Guidelines for Good Manufacturing Practice for Medicinal Products for Human and Veterinary Use, and any other applicable current good manufacturing practices. Without limiting the generality of the foregoing, with respect to any Included Product being tested or manufactured by Parent and its Subsidiaries, neither Parent nor any Subsidiary has received any written notice from any applicable Governmental Authority (including the FDA) that such Governmental Authority is conducting an investigation or review of Parent and its Subsidiaries' (or any third party contractors therefor) manufacturing facilities and processes for manufacturing any Included Product or the marketing and sales of any Included Product, in each case which

have identified any material deficiencies or violations of any Requirement of Law or any permit related to the manufacture, marketing and/or sales of any Included Product that, other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change. In addition, as of the Effective Date and the First Purchase Date, no Governmental Authority has issued any order or recommendation stating that the development, testing or manufacturing of any Included Product by Parent and its Subsidiaries should cease. Neither Parent nor any Subsidiary of Parent has experienced any significant failures in the manufacturing of any Product for commercial sale, except, other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change. As of the Effective Date and the First Purchase Date, to the knowledge of Parent, (x) the Obligors, Licensees, or their suppliers expect to have sufficient manufacturing capacity to supply on an annual basis any Included Product [***], and (y) there are no shortages of materials or component parts which would lead to a material delay in the supply of any Included Product.

(f) Neither Parent nor any Subsidiary has received from the FDA a warning letter, Form FDA-483, untitled letter, or similar written correspondence or notice alleging material violations of laws enforced by the FDA with regard to any Included Product or the manufacture, processing, packaging or holding thereof, the subject of which communication is unresolved.

(g) (i) On any applicable date other than the Effective Date and the First Purchase Date, there have been no field notifications, safety warnings, "dear doctor" letters, investigator notices, safety alerts or other notices of action relating to an alleged lack of safety (collectively, "**Safety Notices**") of any Included Product, and to the knowledge of Parent, there are no unresolved product complaints with respect to any Included Product, except, in each case, as could not reasonably be expected to result in a Material Adverse Change, and (ii) on the Effective Date and the First Purchase Date, there have been no material Safety Notices in respect of any Included Product, and to the knowledge of Parent, there are no material unresolved product complaints with respect to any Included Product provided that with respect to any such Safety Notices and complaints relating to AAV-AIPL1, such representation and warranty is hereby qualified as to the knowledge of Parent.

(h) The Obligors have made available to the Purchasers all Regulatory Approvals and all material correspondence with Governmental Authorities (including the FDA) with respect to such Regulatory Approvals, with respect to the Included Products and all requested documents related to the Included Products in each case in the possession and control of Parent or its Subsidiaries.

(i) (i) In the past three years, none of Parent, any Subsidiary, any of their employees, officers, directors (in their capacity as such), have been convicted of, or pled nolo contendere to, a Medicare, Medicaid or state health program related criminal offense or a material violation of federal or state law related to fraud, theft, embezzlement, bribery, breach of fiduciary responsibility, false claims for reimbursement, financial misconduct, or obstruction of an investigation of controlled substances, (ii) none of Parent, any Subsidiary nor, to the knowledge of Parent, any of Parent's or any Subsidiary's officers, directors, employees, are currently charged with or, to the knowledge of Parent, are currently being investigated for a Medicare, Medicaid or state health program related criminal offense or a violation of federal or state law related to fraud, theft, embezzlement, bribery, breach of fiduciary responsibility, false claims for reimbursement, financial misconduct, or obstruction of an investigation of controlled substances, and (iii) in the past three years, none of Parent, any Subsidiary, any of their respective officers, directors, or employees, or to the knowledge of Parent, agents have been (1) debarred, excluded, suspended or otherwise limited from participation in Medicare, Medicaid or any other state health care program or any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), (2) convicted of any crime for which debarment is mandated by 21 U.S.C. 335a(a) or authorized by 21 U.S.C. 335a(b), or exclusion is required pursuant to 42 U.S.C. 1320a-7b and related regulations, nor, to the knowledge of Parent, is any such debarment or exclusion threatened or pending.

(j) Except, other than on the Effective Date or First Purchase Date, as could not reasonably be expected to result in a Material Adverse Change or be adverse in any material respect to any Included Product, none of Parent, any Subsidiary nor, to the knowledge of Parent, any Person employed by or engaged by Parent or any Subsidiary has offered, made or received, or solicited or offered, on behalf of Parent, any Subsidiary or any Person affiliated with Parent or any Subsidiary, any material (provided that such materiality qualifier does not apply after the Effective Date and the First Purchase Date) illegal payment or contribution in cash or in kind, directly or indirectly, including material (provided that such materiality qualifier does not apply after the Effective Date and the First Purchase Date) kickbacks, bribes, rebates, payments, gifts or gratuities, to any Person (including any United States or foreign national or state or local government official, employee or agent or candidate therefor) and (ii) in the past three years, there have been no material (provided that such materiality qualifier does not apply after the Effective Date and the First Purchase Date) false or fictitious entries made in the Books of Parent or any Subsidiary relating to any payment prohibited by applicable law, and Parent and its Subsidiaries have not established or maintained any fund for use in making any such payments.

(k) Neither Parent nor any Subsidiary is subject to a "Deferred Prosecution Agreement", a "Corporate Integrity Agreement", "Certification of Compliance Agreement" or similar government-mandated consent agreement or compliance program with the U.S. Department of Justice or Office of Inspector General of the Department of Health and Human Services or other Governmental Authority, nor has any reporting obligations pursuant to any settlement agreement entered into with any Governmental Authority.

(l) (i) Each of Parent and its Subsidiaries (other than any such Person that has no employees) has established, and maintains, a corporate compliance program that addresses applicable Requirements of Law and the material laws of each applicable Governmental Authority having jurisdiction of Parent's and/or any of its Subsidiaries' material business and operations and (ii) as of the Effective Date and the First Purchase Date, neither Parent nor any of its Subsidiaries, to the knowledge of Parent, have made any voluntary or involuntary self-disclosure to any Governmental Authority or representative thereof regarding any potential material non-compliance with any Requirement of Law applicable to Parent's and/or any of its Subsidiaries' business and operations.

(m) Parent and each of its Subsidiaries has complied in all material respects with applicable Requirements of Law requiring transparency with respect to their financial relationships with health care providers, including without limitation the U.S. federal Physician Payments Sunshine Act and related implementing regulations, and (ii) Parent and each of its Subsidiaries has complied in all material respects with all other obligations under applicable Requirements of Law with respect to their interactions with health care providers, including without limitation, laws and regulations regarding corporate practice of health care professions, professional licensure, and fee-splitting.

(n) Each Obligor and Subsidiary has maintained records relating to any aspect of the research, development, testing, manufacture, recall, production, handling, labeling, packaging, storage, supply, promotion, distribution, marketing, commercialization, import, export and sale of Products in compliance in all material respects with applicable Requirements of Law and submitted to the FDA (or foreign equivalents) and other Governmental Authorities in a timely manner all notices and annual or other reports required to be made, including adverse experience reports and annual reports required to be made for Products, except to the extent that could not reasonably be expected to result in a Material Adverse Change.

Section 5.14 Material Agreements. Parent has made available to Purchasers true, correct and complete copies of all Material Agreements. Neither Parent nor any of its Subsidiaries is in material breach of any Material Agreement or in material default under any Material Agreement. Schedule 5.14 sets forth,

as of the Effective Date and the First Purchase Date, an accurate, true and complete list of all Material Agreements. As of the Effective Date and the First Purchase Date, there is no event or circumstance that with notice or lapse of time, or both, would reasonably be expected to (a) constitute a material breach or default by Parent or any of its Subsidiaries or (to the knowledge of Parent) any other party under any Material Agreement, (b) give any Person the right to accelerate the maturity or performance of any Material Agreement or (c) give any Person the right to cancel, terminate or modify any Material Agreement. To the knowledge of Parent, nothing has occurred and no condition exists that would permit any other party thereto to terminate any Material Agreement. Neither Parent nor any of its Subsidiaries has received any notice or, to the knowledge of Parent, any threat of termination of any such Material Agreement. To the knowledge of Parent, no other party to a Material Agreement is in material breach of or in material default under such Material Agreement. All Material Agreements are valid and binding on Parent, its Subsidiaries and, to the knowledge of Parent, on each other party thereto, and are in full force and effect. There exists no actual or, to the knowledge of Parent, threatened (in writing) termination, cancellation or limitation of, or modification to or change in, the business relationship between (i) any Obligor, on the one hand, and any customer or any group thereof, on the other hand, or (ii) any Obligor, on the one hand, and any supplier or any group thereof, on the other hand, in either case, which, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

Section 5.15 Broker Fees. There are no brokerage commissions payable by Parent or any of its Subsidiaries in connection with the financing described in this Agreement and the services of a broker have not been engaged by Parent or any of its Subsidiaries or any of their respective Affiliates in connection with the financing described in this Agreement.

Section 5.16 Full Disclosure. No written representation, warranty or other statement of Parent or any of its Subsidiaries in any report filed by Parent under the Exchange Act or any certificate or written statement given to Purchaser Agent or any Purchaser, as of the date such representation, warranty, or other statement was made, taken together with all such reports, written certificates and written statements (and after giving effect to all supplements and updates thereto), in light of the circumstances in which they are made, given to Purchaser Agent or any Purchaser, contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements contained in the certificates or statements not misleading in any material respect (it being recognized that the projections and forecasts provided by the Obligors in good faith and based upon reasonable assumptions are not viewed as facts and that actual results during the period or periods covered by such projections and forecasts may differ from the projected or forecasted results). To the knowledge of Parent, there are no facts (other than matters of a general economic or industry nature) that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change and that have not been disclosed herein, the Perfection Certificate or in such other documents, certificates and written statements furnished or made available to Purchaser Agent or any Purchaser for use in connection with the transactions contemplated hereby or in reports filed by Parent under the Exchange Act.

Section 5.17 Insurance. All policies of insurance maintained by or on behalf of such Obligor and its Subsidiaries are in full force and effect and are of a nature and provide such coverage as is customarily carried by businesses of the size and character of such Obligor and its Subsidiaries. All policies of insurance maintained by Parent and its Subsidiaries are correctly set forth in the Perfection Certificate.

Section 5.18 ERISA Compliance, Employee and Labor Matters; Pension Matters.

(a) Except as could not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Change, (i) each Plan is in compliance with the applicable provisions of ERISA, the Code and other federal or state laws and (ii) each Plan that is intended to be a qualified plan under Section 401(a) of the Code has received a favorable determination or opinion letter from the IRS to

the effect that the form of such Plan is qualified under Section 401(a) of the Code and the trust related thereto has been determined by the IRS to be exempt from federal income tax under Section 501(a) of the Code, or an application for such a letter is currently being processed by the IRS, and, to the knowledge of Parent, nothing has occurred that would be reasonably expected to prevent or cause the loss of such tax-qualified status.

(b) There are no pending or, to the knowledge of Parent, threatened or contemplated claims, actions or lawsuits, or action by any Governmental Authority, with respect to any Plan that, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change. There has been no non-exempt prohibited transaction or violation by Parent or any of its Subsidiaries of its fiduciary duty with respect to any Plan that, either individually or in the aggregate, has had or could reasonably be expected to result in a Material Adverse Change.

(c) As of the Effective Date and the First Purchase Date, and during the preceding three years, no Pension Plan was sponsored, maintained or contributed to by, or required to be contributed by, any member of Parent and its Subsidiaries or any of their respective ERISA Affiliates.

(d) No ERISA Event has occurred, and Parent is not aware of any fact, event or circumstance that, either individually or in the aggregate, could reasonably be expected to constitute or result in an ERISA Event with respect to any Pension Plan that, either individually or in the aggregate, has had or could reasonably be expected to result in a Material Adverse Change.

(e) Except as could not reasonably be expected to result in a Material Adverse Change, the present value of all accrued benefits under each Pension Plan (based on those assumptions used to fund such Pension Plan) did not, as of the last annual valuation date prior to the date on which this representation is made or deemed made, exceed the value of the assets of such Pension Plan allocable to such accrued benefits. Except as could not reasonably be expected to result in a Material Adverse Change, as of the most recent valuation date for each Multiemployer Plan, the potential liability of any Obligor or any ERISA Affiliate for a complete withdrawal from such Multiemployer Plan (within the meaning of Section 4203 or Section 4205 of ERISA), when aggregated with such potential liability for a complete withdrawal from all Multiemployer Plans, is zero.

(f) To the extent applicable, each Foreign Plan has been maintained in compliance with its terms and with the requirements of any and all applicable Requirements of Law and has been maintained, where required, in good standing with applicable regulatory authorities, except to the extent that the failure so to comply could not reasonably be expected, either individually or in the aggregate, to result in a Material Adverse Change. Neither Parent nor any of its Subsidiaries has incurred or could reasonably be expected to incur any obligation in connection with the termination of or withdrawal from any Foreign Plan which could reasonably be expected to result in a Material Adverse Change. The present value of the accrued benefit liabilities (whether or not vested) under each Foreign Plan that is funded, determined as of the end of the most recently ended fiscal year of Parent or any of its Subsidiaries, as applicable, on the basis of actuarial assumptions, each of which is reasonable, did not exceed the current value of the property of such Foreign Plan by a material amount, and for each Foreign Plan that is not funded, the obligations of such Foreign Plan are properly accrued, except as could not reasonably be expected to result in a Material Adverse Change.

(g) Except as could not reasonably be expected to result in a Material Adverse Change, neither Parent nor any of its Subsidiaries has any liability under ERISA or the Code with respect to any citizen of the United States who performs services outside of the United States.

(h) As of the Effective Date and the First Purchase Date, and except as disclosed to Purchaser Agent in writing thereafter, there are no collective bargaining agreements covering employees of any Obligor or any of its Subsidiaries.

Section 5.19 Environmental Matters.

(a) Except with respect to any matters that, individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change, neither such Obligor nor any of its Subsidiaries (i) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (ii) has become subject to any Environmental Liability, (iii) has received notice of any claim with respect to any Environmental Liability or (iv) has knowledge of any basis for any Environmental Liability.

(b) The operations and property of each Obligor and its Subsidiaries comply with all applicable Environmental Laws, except to the extent the failure to so comply (either individually or in the aggregate) could not reasonably be expected to result in a Material Adverse Change.

Section 5.20 Definition of "Knowledge." For purposes of the Note Documents, whenever a representation or warranty is made as to Parent's knowledge or awareness, to the "best of" Parent's knowledge, or with a similar qualification, knowledge or awareness means the actual knowledge of the Responsible Officers or other officers of Parent or any Obligor with responsibilities equivalent to those of the foregoing officers, after reasonable investigation within Parent and its Subsidiaries.

ARTICLE VI
AFFIRMATIVE COVENANTS

Each Obligor shall, and shall cause each of its Subsidiaries, to do all of the following:

Section 6.1 Government Compliance.

(a) Maintain its and all its Subsidiaries' legal existence (except as permitted pursuant to the first proviso in Section 7.3) and, to the extent such concept is recognized in the applicable jurisdiction, good standing in their respective jurisdictions of organization or incorporation and maintain qualification in each jurisdiction in which the failure to so qualify could reasonably be expected to result in a Material Adverse Change.

(b) Comply with all Requirements of Law, the noncompliance with which, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change.

(c) Obtain and keep in full force and effect, all of the material Governmental Approvals, including, without limitation, those from or by the FDA, the EMA, the MHRA or the PMDA, necessary for the performance by Parent and its Subsidiaries of their respective businesses and obligations under the Note Documents and the grant of a security interest to Purchaser Agent for the benefit of the Secured Parties, in all of the Collateral.

Section 6.2 Financial Statements, Reports, Certificates.

(a) Deliver to Purchaser Agent and each Purchaser:

(i) as soon as available, but no later than [***] after the last day of each of the first three calendar quarters of each fiscal year (commencing with the fiscal quarter ending June 30, 2026),

a company prepared unaudited consolidated balance sheet, statement of operations and comprehensive income or loss and statement of cash flows covering the consolidated operations of Parent and its Subsidiaries for such quarter certified by a Responsible Officer of Parent, all prepared in accordance with GAAP, subject to normal year-end audit adjustments and the absence of disclosures normally made in footnotes, together with a duly completed Compliance Certificate signed by a Responsible Officer of Parent;

(ii) as soon as available, but no later than [***] after the last day of Parent's fiscal year, audited consolidated financial statements prepared in accordance with GAAP, consistently applied, together with a report and opinion on the financial statements and on internal controls and procedures, if available, from Ernst & Young LLP, any other accounting firm of nationally recognized standing or any other independent certified public accounting firm acceptable to Purchaser Agent in its reasonable discretion (which report and opinion shall be prepared in accordance with GAAP and shall not be subject to any qualification, emphasis of matter or statement as to "going concern" or scope of audit, except for qualifications relating to changes in accounting principles or practices reflecting changes in GAAP or any such exception, qualification or explanatory paragraph that is with respect to, or resulting from, any True-Up Payment Date more than 12 months after the date of such audit report or any upcoming maturity of the Notes, and required or approved by Parent's independent certified public accountants), together with (A) a duly completed Compliance Certificate signed by a Responsible Officer of Parent and (B) updates to the Perfection Certificate to reflect any amendments, modifications and updates, if any, to the information in the Perfection Certificate since the Effective Date or the most recent update thereto (to the extent not covered in the Intellectual Property Update);

(iii) promptly following the end of each calendar quarter, but in any event, in each case, no later than [***] after the last day of each of the first three calendar quarters of each fiscal year and [***] after the last day of each fiscal year, as applicable, [***]. The Obligors shall prepare and maintain and shall cause their respective Affiliates and use commercially reasonable efforts to require their respective Licensees to prepare and maintain reasonably complete and accurate records of the information to be disclosed in each report delivered pursuant to this clause (iii);

(iv) as soon as available after approval thereof by Parent's board of directors, but no later than [***] after the last day of each of Parent's fiscal years, beginning with the fiscal year ending December 31, 2026, [***];

(v) within [***] of delivery, copies of (I) all statements, reports and notices made available to Parent's security holders, or required to be delivered to the holders (or their agent or trustee) of Permitted Convertible Notes or any other debt of Parent or any Subsidiary pursuant to the terms of any indenture, loan agreement, credit agreement or similar agreement, in each case, other than reports and notices of an immaterial or purely administrative nature and (II) any royalty, net sales or similar reports delivered to a counterparty to any Permitted Product Financing with respect to royalties or other fees paid or payable thereunder with respect to any Other Product;

(vi) [***];

(vii) [***];

(viii) concurrently with the delivery of quarterly financial statements pursuant to Section 6.2(a)(i) and the annual audited financial statements pursuant to Section 6.2(a)(ii), (A) copies of any amendments of or other changes to the Operating Documents of Parent or any of its Subsidiaries, (B) copies of any new Material Agreement and any material amendment to any Material Agreement, and (C) if

requested by Purchaser Agent, copies of any material agreement concerning any financing, any Permitted Acquisition or any license of any Other Product and any material amendment to any of the foregoing;

(ix) prompt notice (and in any event within [***]) following any serious adverse event in any Clinical Trial of any Included Product (or with respect to AAV-AIPL1, upon knowledge of any such serious adverse event) that could have a material adverse effect on such Clinical Trial, or receipt of any material data read out with respect to a Clinical Trial of any Included Product, [***];

(x) prompt notice (and in any event within [***]) of (A) knowledge of Parent of any material infringement or misappropriation by any Third Party of any Included Product Intellectual Property, (B) receipt by any Obligor or any of its Subsidiaries of any written notice from a Third Party alleging or claiming that the making, having made, using, importing, offering for sale, or selling of any Included Product infringes or misappropriates any Intellectual Property of such Third Party (which notice shall include a copy of such notice received), and (C) to the extent permitted by Requirements of Law, receipt by any Obligor of any written notice, claim or demand challenging the legality, validity, enforceability or ownership of any Included Product Intellectual Property of such Obligor or pursuant to which any Third Party commences or threatens any action, suit or other proceeding against such Obligor or Affiliate and relating to any Included Product (which notice shall furnish a copy of such notice, claim or demand, or if such notice, claim or demand is not in writing, a written summary describing in reasonable detail the contents thereof);

(xi) prompt notice (and in any event no later than [***]) of (A) the termination of any Material Agreement (provided that, such notice shall not be required if such Material Agreement is replaced substantially concurrently with the termination of such Material Agreement) and (B) the receipt by Parent or any of its Subsidiaries of any notice of a breach under any Material Agreement;

(xii) as soon as possible, and in any event within [***] after the occurrence of any ERISA Event that, either individually or together with any other ERISA Events, could reasonably be expected to result in liability of Parent and its Subsidiaries in an aggregate amount exceeding $[***];

(xiii) as soon as possible, and in any event within [***] after receipt thereof, in each case to the extent related to any Included Product, true and correct copies of all FDA Form 483s, notices of adverse finding, warning letters, untitled letters, "It Has Come to Our Attention" letters, Safety Notices, full or partial clinical holds, complete response letters, and other material written correspondence or written notices from the FDA, the EMA, the MHRA or the PMDA or any other Governmental Authority having jurisdiction over the facilities or business of Parent or any of its Subsidiaries or over any Included Product;

(xiv) promptly (and in any event no later than [***]) following receipt thereof, copies of all non-privileged written environmental reports submitted to a Governmental Authority, whether prepared by personnel of any Obligor or by independent consultants, Governmental Authorities or any other Persons, with respect to significant environmental matters at any Facility that could be reasonably expected to result in a Material Adverse Change or with respect to any Environmental Claims that could be reasonably expected to result in a Material Adverse Change; and

(xv) other information as reasonably requested by Purchaser Agent or any Purchaser.

Notwithstanding the foregoing, (x) documents required to be delivered pursuant to the terms hereof may be delivered electronically and if so delivered, shall be deemed to have been delivered on the date on which (A) Parent posts such documents, or provides a link thereto, on Parent's website on the internet at Parent's

website address or (B) such documents are posted on Parent's behalf on the internet or an intranet website, if any, to which Purchaser Agent and the Purchasers have access and, in each case of clauses (A) and (B), Issuer informs Purchaser Agent and the Purchasers in writing of the availability of such documents, including a detailed description of the location of such documents and which specific provision(s) and/or requirement(s) of this Agreement such documents relate and (y) if any financial statements required to be delivered pursuant to Sections 6.2(a)(i) or (ii) are publicly available on the SEC's Electronic Data Gathering, Analysis and Retrieval system ("EDGAR") (or any successor system) and are accessible by the Purchaser Agent without charge, then such financial statements shall be deemed to have been delivered to the Purchaser Agent for all purposes of this Agreement as of the time such financial statements are so publicly available on EDGAR, and no separate delivery, notice of filing or other notification (including by electronic mail) to the Purchaser Agent shall be required with respect thereto. Any documents or other information required to be delivered pursuant to the terms of this Agreement may be redacted by Parent or any of its Subsidiaries to protect individually identifiable health information (as defined under HIPAA) or personal data (as defined under Privacy Laws).

(b) Concurrently with the delivery of the financial statements pursuant to Section 6.2(a)(i) (with respect to the first three fiscal quarters of each fiscal year) and Section 6.2(a)(ii) (with respect to the fourth fiscal quarter of each fiscal year), a Reconciliation Report for such quarter or year, as applicable, together with a certificate signed by the Chief Financial Officer of Parent, certifying that to the knowledge of the Obligors (i) such Reconciliation Report is a true and complete copy and (ii) any statements and any data and information therein prepared by the Obligors are true, correct and accurate in all material respects. Upon request by Purchaser Agent, the Obligors and Purchaser Agent shall meet in person or by teleconference to discuss each Reconciliation Report.

(c) After delivery of the financial statements pursuant to Section 6.2(a), at the request of Purchaser Agent, Parent shall cause its Chief Financial Officer to participate in one conference call with Purchaser Agent and the Purchasers to discuss, among other things, the financial condition of each Obligor, any financial or earnings reports and the other reports delivered pursuant to this Section 6.2; provided that such conference call shall be held during normal business hours upon reasonable advance notice and, so long as no Event of Default has occurred and is continuing, not more frequently than once per fiscal quarter.

(d) Keep proper books of record and account in accordance with GAAP in all material respects. Parent shall, and shall cause each of its Subsidiaries to (i) maintain effective disclosure controls and procedures, and (ii) maintain a system of internal accounting controls designed to provide reasonable assurance that (A) transactions are executed in accordance with management's general or specific authorizations, (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset and liability accountability, (C) access to assets or incurrence of liability is permitted only in accordance with management's general or specific authorization and (D) the recorded accountability for assets and liabilities is compared with the existing assets and liabilities at reasonable intervals and appropriate action is taken with respect to any differences.

(e) Allow, at the sole cost of [***], Purchaser Agent, during regular business hours upon reasonable prior notice (provided that no notice shall be required when an Event of Default has occurred and is continuing), to visit and inspect any of its properties, to examine and make abstracts or copies from any of its Books, to conduct a collateral audit and analysis of its operations and the Collateral and to conduct an audit of Net Sales. Such audits shall be conducted no more often than once every year unless (and more frequently if) an Event of Default has occurred and is continuing. All such visits and examinations pursuant to this Section 6.2(e) shall comply with Parent's or its Subsidiaries' policies and protocols for safety for visitors to its facilities, including visits to any manufacturing areas, as provided to Purchaser Agent prior to the Effective Date and updated from time to time as necessary to comply with applicable Requirements of Law. In addition, the Obligors shall include in all License Agreements they

enter into after the First Purchase Date relating to the Commercialization of any Included Product provisions permitting them to audit such Licensee, and each Obligor will exercise all applicable rights under such provisions, and share with Purchaser Agent the results of such inspections and audits, promptly upon written request from Purchaser Agent to do so.

(f) Purchaser Agent hereby notifies Parent and each of its Subsidiaries that pursuant to the requirements of Anti-Terrorism Laws and Anti-Corruption Laws, and Purchaser Agent's policies and practices, Purchaser Agent is required to obtain, verify and record certain information and documentation that identifies Parent and each of its Subsidiaries and their principals, which information includes the name and address of Parent and each of its Subsidiaries and their principals and such other information that will allow Purchaser Agent to identify such party in accordance with Anti-Terrorism Laws and/or Anti-Corruption Laws.

(g) Notwithstanding anything set forth above to the contrary, during any MNPI Notice Period, with respect to any notice, report or other communication to be furnished or made pursuant to or in connection with this Agreement, the other Note Documents and the transactions contemplated hereunder or thereunder (any such notice, report or other communication, an "**MNPI Notice**"), the Obligors, instead of delivering such MNPI Notice to the Purchaser Agent and Purchasers, shall deliver such MNPI Notice solely to [***] (or to such other Person as specified by Purchaser Agent in writing from time to time) and not to any other Person, and, at [***] (or such other Person's, as applicable) request, shall enter into good faith discussions with the Purchaser Agent and the Purchasers to discuss the time period (if any) within which the Obligors may make any material non-public information contained in such MNPI Notice publicly available by including such information in a filing made by Parent with the U.S. Securities and Exchange Commission. If the Obligors and the Purchaser Agent or the applicable Purchaser agree on such time period, or to the extent disclosure is reasonably necessary to comply with applicable laws and regulations, including regulations promulgated by securities exchanges, the Obligors shall include the applicable material non-public information in a public filing with the U.S. Securities and Exchange Commission within such agreed to time period or as reasonably necessary to comply with such applicable laws and regulations and shall, contemporaneous with such public filing, deliver to the Purchaser Agent or such Purchaser the information subject to such MNPI Notice.

Section 6.3 Maintenance of Properties. (a) Maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear and casualty and condemnation events excepted) and (b) make all necessary repairs thereto and renewals and replacements thereof, except, in each case of (a) and (b), to the extent that the failure to do so could not reasonably be expected to result in a Material Adverse Change.

Section 6.4 Taxes; Pensions. Timely file, and require each of its Subsidiaries to timely file (in each case, taking into account valid extensions), all required U.S. federal income and other material tax returns and reports and timely pay, and require each of its Subsidiaries to timely pay (in each case, taking into account valid extensions), all material U.S. federal income and material foreign, state and local taxes, assessments, deposits and contributions owed by Parent or its Subsidiaries, except for deferred payment of any taxes contested pursuant to the terms of Section 5.8 hereof, and pay all amounts necessary to fund all present pension, profit sharing and deferred compensation plans (to the extent required to be funded in accordance with their terms) in accordance with the terms of such plans.

Section 6.5 Insurance.

(a) Keep Parent's and its Subsidiaries' business and the Collateral insured for risks and in amounts standard for companies in Parent's and its Subsidiaries' industry and location. Insurance policies shall be in form and with coverage amount customary and reasonable for companies in Parent's

and its Subsidiaries' line of business (provided that coverage amounts shall in no event be less than are in effect on the Effective Date). All property policies shall have a lender's loss payable endorsement showing Purchaser Agent as lender loss payee and waive subrogation against Purchaser Agent, and all liability policies shall show, or have endorsements showing, Purchaser Agent, as additional insured. Purchaser Agent shall be named as lender loss payee and/or additional insured with respect to any such insurance providing coverage in respect of any Collateral, and Parent shall use commercially reasonable efforts to cause each provider of any such insurance to agree, by endorsement upon the policy or policies issued by it or by independent instruments furnished to Purchaser Agent, that it will give Purchaser Agent [***] (or [***] in the case of non-payment) prior written notice before any such policy or policies shall be materially altered or canceled; provided that, if any such provider does not agree to provide such notice, then Parent or the applicable Subsidiary shall not materially alter or cancel any such policy or policies without giving Purchaser Agent [***] prior written notice. At Purchaser Agent's written request, the Obligors shall deliver certified copies of policies and evidence of all premium payments.

(b) If Parent or any of its Subsidiaries fails to obtain insurance as required under this Section 6.5 or to pay any amount or furnish any required proof of payment to third persons, Purchaser Agent and/or any Purchaser may make, at Parent's expense, all or part of such payment or obtain such insurance policies required in this Section 6.5, and take any action under the policies Purchaser Agent or such Purchaser deems prudent.

Section 6.6 Operating Accounts.

(a) Subject to the Agreed Security Principles, maintain all of Obligors' Collateral Accounts in Controlled Accounts in accordance with the terms under this Agreement or other Note Documents.

(b) Provide Purchaser Agent [***] prior written notice before any Obligor establishes any Collateral Account at or with any Person other than the institutions identified to Purchaser Agent in the Perfection Certificate delivered by the Obligors as of the Effective Date. In addition, for each Collateral Account that an Obligor at any time establishes after the Effective Date, and for each Collateral Account of any Subsidiary that is acquired or created pursuant to Section 6.11, such Obligor or such Subsidiary shall cause the applicable bank or financial institution at or with which such Collateral Account is maintained to execute and deliver a Control Agreement or other appropriate instrument with respect to such Collateral Account, to perfect, subject to the Agreed Security Principles, Purchaser Agent's Lien in such Collateral Account in accordance with the terms hereunder within [***] (or such longer period as Purchaser Agent may agree in its sole discretion) following the establishment of such Collateral Account (and in any event before any money is funded to such Collateral Account), which Control Agreement or other instrument, as applicable, may not be terminated without prior written consent of Purchaser Agent. For the avoidance of doubt, no account control agreements shall be required in respect of any bank account held in England or Ireland.

(c) Deliver such bank statements and other information relating to all Deposit Accounts, Securities Accounts, or Commodity Accounts, or any other bank account maintained by Parent or any Subsidiary at any time (including current balances of such accounts) as Purchaser Agent may request from time to time.

For the avoidance of doubt, no Obligor shall maintain any Collateral Accounts except Collateral Accounts maintained in accordance with Sections 6.6(a) and (b).

Section 6.7 Regulatory Approvals; Protection of Intellectual Property Rights.

(a) Maintain, in full force and effect in all material respects each material Regulatory Approval required to conduct their respective businesses as conducted from time to time relating to the Commercialization, Development or Manufacture of any Included Product.

(b) At its sole expense, use Commercially Reasonable Efforts (including taking legal action to specifically enforce the applicable terms of any In-License related to any Included Product, to the extent consistent with Commercially Reasonable Efforts to do so) to (i) prepare, execute, deliver, file and have registered any and all agreements, documents or instruments which are necessary to diligently maintain the Material Patents and any material Trademarks within the Included Product Intellectual Property, (ii) timely pay all maintenance, annuity or renewal fees for the Material Patents and any material Trademarks within the Included Product Intellectual Property, in each case, for which Obligor or such Subsidiary is responsible, (iii) ensure that patent applications corresponding to the Material Patents are diligently prosecuted with the intent to protect the Included Products, and (iv) diligently defend or assert all Included Product Intellectual Property owned by or exclusively licensed to Parent or any Subsidiary against infringement or misappropriation by any other Persons with respect to any product that competes with any Included Product, and against any claims of invalidity or unenforceability (including, without limitation, by bringing any legal action for infringement or defending any claim of invalidity or action of a Third Party for declaratory judgment of non-infringement or non-enforceability), in each case of (i) through (iv), except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change. No Obligor shall, and each Obligor shall use its Commercially Reasonable Efforts to cause any Licensee not to, disclaim or abandon, or fail to take any action necessary to prevent the disclaimer or abandonment of, the Material Patents or any material Trademarks within the Included Product Intellectual Property, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change.

(c) In the event that any Obligor or any Subsidiary becomes aware that the Development, use, Manufacture or Commercialization of any Included Product in the form it is then being Developed, used, Manufactured or Commercialized infringes or misappropriates any Intellectual Property that is owned or controlled by a Third Party, use Commercially Reasonable Efforts to attempt to secure the right to use such Intellectual Property on behalf of itself and any affected Licensee, as applicable and subject to any such Licensee's rights under its License Agreement, or to make any modifications as reasonably necessary to avoid such infringement or misappropriation, except, in each case, where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change.

(d) Take any and all actions and prepare, execute, deliver and file any and all agreements, documents or instruments to secure and maintain, all applicable Regulatory Approvals relating to any Included Product for which such Obligor or such Subsidiary is responsible, except where the failure to do so, either individually or in the aggregate, could not reasonably be expected to result in a Material Adverse Change.

(e) In the event that any Obligor acquires Included Product Intellectual Property during the term of this Agreement, then the provisions of this Agreement shall automatically apply thereto and any such Included Product Intellectual Property shall automatically constitute part of the Collateral under this Agreement, without further action by any party, in each case from and after the date of such acquisition (except that any representations or warranties of any Obligor shall apply to any such Included Product Intellectual Property only from and after the date, if any, subsequent to such acquisition that such representations and warranties are brought down or made anew as provided herein). For the avoidance of doubt, this Section 6.7(e) shall not supersede or replace the Obligor's obligation to provide Intellectual Property Updates pursuant to Section 6.2(a)(iii).

Section 6.8 Litigation Cooperation. Commencing on the Effective Date and continuing through the termination of this Agreement, make available to Purchaser Agent and the Purchasers, without expense to Purchaser Agent or the Purchasers, each Obligor and each of such Obligor's officers, employees and agents and Books, to the extent that Purchaser Agent or any Purchaser may reasonably deem them necessary to prosecute or defend any third-party suit or proceeding instituted by or against Purchaser Agent or any Purchaser with respect to any Collateral or relating to Parent or any of its Subsidiaries.

Section 6.9 Notices of Litigation and Default.

(a) Provide (x) prompt written notice to Purchaser Agent of any litigation or governmental proceedings pending or threatened in writing against Parent or any of its Subsidiaries, which could reasonably be expected to result in damages or costs to Parent or any of its Subsidiaries of $[***] or more or which could reasonably be expected to result in a Material Adverse Change, and (y) promptly upon obtaining knowledge thereof, notice of any ANDA filing with the FDA or the commencement of any ANDA litigation or any litigation concerning or relating to any ANDA filing, in each case of this clause (y) relating to any Included Product.

(b) Without limiting or contradicting any other more specific provision of this Agreement, promptly (and in any event within three Business Days) upon any Obligor obtaining knowledge of the existence of any Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default, provide written notice to Purchaser Agent and the Purchasers of such occurrence, which such notice shall include a reasonably detailed description of such Event of Default or event which, with the giving of notice or passage of time, or both, would constitute an Event of Default.

Section 6.10 Landlord Waivers; Bailee Waivers. Subject to the Agreed Security Principles, in the event that any Obligor, after the Effective Date, intends to add any new offices or business locations, including warehouses, or otherwise store any portion of the Collateral with, or deliver any portion of the Collateral to, a bailee, in each case pursuant to Section 7.2, then, in the event that the new location is the chief executive office of such Obligor, or the value of Collateral at any such new location is valued in excess of $[***], at the request of Purchaser Agent, such Obligor shall use commercially reasonable efforts for the [***] period following the addition of such new location to obtain a bailee waiver or landlord waiver, as applicable, from such bailee or landlord in form and substance reasonably satisfactory to Purchaser Agent.

Section 6.11 Creation/Acquisition of Subsidiaries. In the event any Obligor, or any of its Subsidiaries creates or acquires any Subsidiary (other than an Excluded Subsidiary; it being understood that any Excluded Subsidiary ceasing to be an Excluded Subsidiary but remaining a Subsidiary shall be deemed to be the acquisition of a Subsidiary for purposes of this Section), provide prior written notice to Purchaser Agent and each Purchaser of the creation or acquisition of such new Subsidiary and promptly (and in any case within [***] of such formation or acquisition (or within such later date as Purchaser Agent may consent to in its reasonable discretion)) take all such action as may be reasonably required by Purchaser Agent or any Purchaser to cause each such Subsidiary to guarantee the Obligations of such Obligor under the Note Documents (including, without limitation, the execution and delivery of a Guarantee Assumption Agreement, additional, or supplement(s) to, Foreign Collateral Documents, officer's certificate and, if requested by Purchaser Agent, an opinion of counsel) and, in each case, subject to the Agreed Security Principles, grant a continuing pledge and security interest in and to any assets of such Subsidiary that constitute Collateral. In addition, each Obligor shall grant and pledge to Purchaser Agent, for the benefit of the Secured Parties, a perfected security interest in the Shares of each newly created or acquired Subsidiary owned by such Obligor (for the avoidance of doubt, whether or not an Excluded Subsidiary) within [***] of such formation or acquisition (or within such later date as Purchaser Agent may consent to in its reasonable discretion). Any foreign guarantees (including any Guarantee Assumption Agreement by a

Foreign Subsidiary), foreign security and pledge of foreign Shares required by this Section 6.11 shall be limited or not required as, and to the extent, set forth in the Agreed Security Principles.

Section 6.12 Use of Proceeds. Use the proceeds of the Notes solely (a) for the repayment of all outstanding obligations under the Existing Loan Agreement and (b) as working capital and for business purposes not in violation of the provisions of this Agreement, and not (i) for personal, family, household or agricultural purposes or (ii) directly or indirectly, for the purpose of purchasing or carrying Margin Stock.

Section 6.13 Further Assurances.

(a) Execute any further instruments and take further action as Purchaser Agent or any Purchaser reasonably requests to grant, perfect or continue Purchaser Agent's Lien in the Collateral or to effect the purposes of this Agreement, subject to the Agreed Security Principles.

(b) If Parent or any of its Subsidiaries is not now a Registered Organization but later becomes one, notify Purchaser Agent of such occurrence and provide Purchaser Agent with such Person's organizational identification number within [***] of receiving such organizational or company identification number.

(c) The Obligors shall use Commercially Reasonable Efforts to achieve Marketing Approvals [***].

(d) [***].

Section 6.14 Cayman Obligor Requirements. Each Cayman Obligor shall, within [***] after (i) execution of this Agreement or (ii) the grant or release of any security interest pursuant to this Agreement or any Foreign Collateral Documents, enter particulars as required by the Cayman Islands Companies Act (As Revised) of the security interests created or released (as applicable) pursuant to this Agreement, such Foreign Collateral Document or any other document in such Cayman Obligor's register of mortgages and charges and promptly after entry of such particulars has been made, provide Purchaser Agent with a true copy of the updated register of mortgages and charges certified by its registered office provider.

ARTICLE VII
NEGATIVE COVENANTS

Each Obligor shall not, and shall not permit any of its Subsidiaries to, do any of the following without the prior written consent of the Required Purchasers:

Section 7.1 Transfers. Convey, sell, lease, license (including by way of covenants not to sue), transfer, assign, contribute or otherwise dispose of (collectively, "**Transfer**"), or permit any of its Subsidiaries to Transfer, all or any part of its assets, business or property, or permit any of its Subsidiaries to issue any Equity Interests (other than to an Obligor), except for:

(a) Transfers of Inventory, including to end users (through wholesalers or other typical sales channels) or to distributors, in the ordinary course of business;

(b) Transfers of Equipment, Inventory and other goods that are worn out, obsolete or no longer useful in the operations of Parent and its Subsidiaries;

(c) (i) Transfers from an Obligor or a Subsidiary to an Obligor or a Subsidiary, provided that any Collateral so Transferred will continue to be subject to a first priority (subject to Permitted

Priority Liens) security interest in favor of Purchaser Agent and no Transfers of Collateral (other than as provided in clause (ii) below) shall be permitted from any Obligor to Subsidiaries that are not Full Guarantors and (ii) the Transfer of Marketing Approval for any jurisdiction outside the United States to a Foreign Subsidiary that is an Excluded Foreign Subsidiary to the extent the Transfer of such Marketing Approval to such Foreign Subsidiary is required pursuant to applicable Requirements of Law for the Commercialization of any Included Product in the applicable jurisdiction, as demonstrated to Purchaser Agent's reasonable satisfaction on a country-by-country basis; provided that such Foreign Subsidiary cannot become a Full Guarantor and a Transfer to another Subsidiary that is, or could become, a Full Guarantor would not satisfy such Requirements of Law;

(d) Permitted Liens, Permitted Distributions to Obligors, Permitted Licenses and transactions expressly permitted by Section 7.3;

(e) leases or subleases of real or personal property (other than Intellectual Property) or non-exclusive leases, subleases, licenses or sublicenses of personal property (other than Intellectual Property) to third parties;

(f) exchanges of existing equipment for new equipment that is substantially similar to the equipment being exchanged and that has a value equal to or greater than the equipment being exchanged;

(g) dispositions of equipment to the extent that (A) such equipment is exchanged for credit against the purchase price of similar replacement equipment or (B) the proceeds (determined on an after-tax basis) of such disposition are applied to the purchase price of such replacement;

(h) Transfers to landlords of improvements made to leased real property pursuant to customary terms of leases entered into in the ordinary course of business;

(i) Transfers of receivables in connection with the collection, settlement or compromise thereof, and the forgiveness, release or compromise of any amount owed to Parent or any Subsidiary in the ordinary course of business;

(j) dispositions in the ordinary course of business consisting of the abandonment of Intellectual Property (other than Material Patents) which, in the reasonable good faith determination of Parent, are immaterial to the conduct of its business or any Included Product;

(k) subject to compliance with Section 2.2(d)(iv), any Involuntary Disposition;

(l) Transfers and other uses of Cash in transactions permitted hereunder;

(m) the termination of any lease, sublease, license, sublicense, concession or other agreements in accordance with the terms thereof (provided that any termination of a Material Agreement shall comply with Section 7.11); and

(n) any Transfer of Intellectual Property, Regulatory Filings, Regulatory Approvals and other assets relating solely and specifically to any Other Products [***], or of Equity Interests in Subsidiaries that hold only the foregoing assets; provided that, in the case of any Transfer pursuant to this clause (n), to a Third Party, (i) the Obligor or the applicable Subsidiary receives the consideration for such Transfer equal to the Fair Market Value of the assets or Equity Interests subject to such Transfer, (ii) (x) in the case of a Transfer by an Obligor, Cash consideration in respect of such Transfer is paid to a Controlled Account and (y) in the case of a Transfer by a Subsidiary that is not an Obligor, such Transfer was not effected through such Subsidiary to avoid the requirements for the preceding subclause (x), (iii) no

Collateral is Transferred, except Cash to the extent permitted pursuant to Section 7.1(l), Accounts to the extent related to such Transferred assets and Equity Interests in Subsidiaries to the extent expressly permitted pursuant to this Section 7.1(n), and (iv) if such Transfer, in whole or in part, constitutes a Development and Commercialization Financing or Royalty Monetization, such Transfer must qualify as a Permitted Product Financing;

(o) other Transfers of assets (other than Included Product Intellectual Property or Regulatory Approvals relating to Included Products) for fair market value in an amount not to exceed $[***] in the aggregate during any calendar year and $[***] in the aggregate; and

(p) the permitted sale of any Equity Interests of MeiraGTx Manufacturing Limited to Hologen Limited (provided that MeiraGTx Limited shall not hold less than [***]% of the Equity Interests of MeiraGTx Manufacturing Limited) pursuant to and in accordance with that certain Framework Agreement, dated as of March 9, 2025, among MeiraGTx Manufacturing Limited, MeiraGTx Limited and Hologen Limited.

Section 7.2 Changes in Business, Management, Ownership, or Business Locations.

(a) Engage in or permit any of its Subsidiaries to engage in any business other than the businesses engaged in by Parent and such Subsidiary, as applicable, as of the Effective Date (which, for the avoidance of doubt, is engaging generally in the biopharmaceutical industry) or other activities reasonably related, ancillary or incidental thereto; or (b) liquidate or dissolve (other than as permitted by Section 7.3).

(b) Without at least [***] prior written notice to Purchaser Agent: (A) change its chief executive office location, (B) change its jurisdiction of organization or incorporation, (C) change its organizational structure or type, (D) change its legal name, or (E) change any organizational or company number (if any) assigned by its jurisdiction of organization or incorporation.

(c) Add any new office or location where Collateral with book value in excess of $[***] is located, including any warehouse, unless written notice of such new office or other location is provided to Purchaser Agent no later than [***] after such Collateral is first located there.

(d) Hold or maintain Collateral with a book value in excess of $[***] in any jurisdiction outside the United States where Purchaser Agent does not have a perfected security interest (subject to the Agreed Security Principles) satisfactory to Purchaser Agent in its reasonable discretion in such Collateral.

(e) Allow Parent to cease to directly hold 100% of the Equity Interests of Issuer.

(f) Allow MeiraGTx Limited to hold less than [***]% of the Equity Interests of MeiraGTx Manufacturing Limited.

Section 7.3 Mergers or Acquisitions. Merge or consolidate, or permit any of its Subsidiaries to merge or consolidate, with any other Person, or acquire, or permit any of its Subsidiaries to acquire, all or substantially all of the Equity Interests or property of another Person; provided that (a) nothing herein shall prohibit any Obligor from effecting such a transaction to the extent it qualifies as a "**Permitted Acquisition**", and (b) an Obligor or a Subsidiary of an Obligor may merge, consolidate, liquidate or dissolve into another Obligor or Subsidiary of an Obligor (provided that (w) if any such Obligor is Parent, Parent is the surviving legal entity, (x) if any such Obligor is Issuer, Issuer is the surviving legal entity, (y) if such Subsidiary is an Obligor, the surviving Subsidiary shall be an Obligor, and (z) if such Subsidiary is

a Full Guarantor, the surviving Subsidiary shall be a Full Guarantor), in each case so long as no Event of Default is occurring prior thereto or arises as a result therefrom.

Section 7.4 Indebtedness. Create, incur, assume, or be liable for any Indebtedness, other than Permitted Indebtedness.

Section 7.5 Encumbrance. Create, incur, allow, or suffer any Lien on any of its property, or assign or convey any right to receive income, including the sale of any Accounts, except for Permitted Liens, or permit any Collateral not to be subject to the first priority security interest granted herein (except for Permitted Priority Liens or to the extent provided in the Agreed Security Principles), or enter into any agreement, document, instrument or other arrangement (except with or in favor of Purchaser Agent, for the benefit of the Secured Parties) with any Person which directly or indirectly prohibits or has the effect of prohibiting Parent, or any of its Subsidiaries, from assigning, mortgaging, pledging, granting a security interest in or upon, or encumbering any of Collateral in favor of Purchaser Agent, for the benefit of the Purchasers, except for Permitted Negative Pledges and as is otherwise permitted in Section 7.1 hereof and the definition of "**Permitted Liens**" herein.

Section 7.6 Maintenance of Collateral Accounts. Maintain any Collateral Account except pursuant to the terms of Section 6.6 hereof.

Section 7.7 Distributions; Investments. (a) Pay any dividends (other than dividends payable solely in Equity Interests of Parent) or make any distribution or payment in respect of or redeem, retire or purchase any Equity Interests, in each case other than Permitted Distributions, or (b) directly or indirectly make any Investment other than Permitted Investments.

Section 7.8 Transactions with Affiliates. Directly or indirectly enter into or permit to exist any transaction or series of related transactions with or for the benefit of any Affiliate of Parent or any of its Subsidiaries with an aggregate value in excess of $[***], except for (a) transactions existing on the Effective Date and disclosed on Schedule 7.8 (and any amendment thereto or replacement thereof to the extent such an amendment or replacement is not adverse to Parent and its Subsidiaries or Purchasers in any material respect), (b) transactions between or among Obligors and Subsidiaries; provided that, except for Permitted Investments pursuant to clause (d)(iii) of the definition thereof, any transactions with Subsidiaries that are not Obligors are in the ordinary course of Parent's and the applicable Subsidiary's (or Subsidiaries') business, upon fair, customary and reasonable terms; provided that the terms of such transaction are no less favorable to Parent than those that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate, (c) customary compensation, benefit and indemnification of, and other employment arrangements with, employees, directors and officers and consultants of Parent and its Subsidiaries, and reimbursements of expenses of current or former employees, directors and officers and consultants, in each case, approved by the board of directors of Parent (or an independent compensation committee thereof), (d) the issuance of Equity Interests of Parent to Affiliates in exchange for cash; provided that the terms of such transaction are no less favorable to Parent than those that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate, (e) services, supply, license, collaboration and other agreements with Affiliates not involving any Included Product and entered into on fair, customary and reasonable terms; provided that the terms of such transaction are no less favorable to the Obligors than those that would be obtained in a comparable arm's length transaction with a Person that is not an Affiliate, and (f) any transaction permitted by clause (e) of the definition of "Permitted Investments" and clauses (a), (c), (e), and (g) of the definition of "Permitted Distributions".

Section 7.9 Permitted Convertible Notes; Permitted Product Financing.

(a) Repurchase or redeem (or call for redemption), exchange or otherwise prepay any Permitted Convertible Notes, or settle any conversions of any Permitted Convertible Notes in cash (other than cash in lieu of fractional shares); provided, that Parent may exchange, repurchase or induce the conversion of any Permitted Convertible Notes for (i) Equity Interests of Parent (other than Disqualified Equity Interests), together with cash in lieu of fractional shares and cash in respect of accrued and unpaid interest, (ii) new Permitted Convertible Notes, together with cash in respect of accrued and unpaid interest, (iii) after the earlier of the True-Up Payment Date and the date the Test Date Condition is satisfied, cash in an amount not to exceed the net proceeds received by Parent from an offering of Equity Interests of Parent that are not Disqualified Equity Interests (other than an "at the market" offering) within six months thereof where such use of proceeds was specifically disclosed to the investors in such offering, and/or (iv) cash in an amount not to exceed the proceeds received by Parent from the substantially concurrent issuance of new Permitted Convertible Notes and/or the concurrent settlement or unwind of any Permitted Bond Hedge Transaction that was purchased in connection with such exchanged or repurchased Permitted Convertible Notes.

(b) Amend any provision in any document relating to the Permitted Convertible Notes which would accelerate the principal or other payment in respect thereof to a date earlier than 181 days after the True-Up Payment Date or increase the interest rate or premiums payable thereon on any date earlier than 181 days after the True-Up Payment Date.

(c) Make or permit payments in respect of any Permitted Product Financing (other than Permitted Product Financing Payments in compliance with the terms of any applicable Permitted Intercreditor Agreement).

(d) Enter into any Permitted Product Financing that includes any financial maintenance covenant, minimum cash requirement or similar covenant unless, prior to or substantially concurrently therewith, the Note Documents are amended to Purchaser Agent's and the Purchasers' satisfaction in their reasonable discretion to add all such covenants (or covenants consistent therewith and at least as favorable to Purchaser Agent and the Purchasers as such covenants are to the counterparty or counterparties to the applicable Permitted Product Financing) to this Agreement and/or the other Note Documents (it being understood that if there is a minimum cash requirement but no "no going concern" qualification with respect to audited financial statements, then Purchaser Agent will be entitled to have one or the other, but not both).

Section 7.10 Compliance with Laws.

(a) Become an "investment company" or a company controlled by an "investment company", under the Investment Company Act of 1940, as amended, or undertake as one of its activities extending credit to purchase or carry Margin Stock, or use the proceeds of any issuance of Notes directly or indirectly for that purpose; fail to comply with the Federal Fair Labor Standards Act or violate any other law or regulation, if the violation, either individually or in the aggregate, could reasonably be expected to result in a Material Adverse Change; withdraw from participation in, or partially or completely terminate, any present pension, profit sharing and deferred compensation plan which could reasonably be expected to result in any material liability of Parent or any of its Subsidiaries, including any material liability to the Pension Benefit Guaranty Corporation or its successors or any other Governmental Authority.

(b) Cause or allow to exist (a) any event that could result in the imposition of a Lien with respect to any Pension Plan or Multiemployer Plan or (b) any other ERISA Event that, in the aggregate, could reasonably be expected to result in a Material Adverse Change.

(c) (i) Use, or permit any of their Subsidiaries, Affiliates, employees or any of their respective agents acting or benefiting in any capacity in connection with the transactions contemplated by this Agreement to use, any proceeds of the Notes for the purposes of financing the activities of or involving any Person who is debarred, excluded, suspended or otherwise limited from participation in U.S. state or federal health care program, or (ii) directly or indirectly, knowingly enter into any documents, instruments, agreements, contracts with, or otherwise employ a Person who is debarred, excluded, suspended or otherwise limited from participation in U.S. state or federal health care program. Parent and each of its Subsidiaries shall promptly notify Purchaser Agent if Parent or such Subsidiary has knowledge that Parent, or any Subsidiary or Affiliate of Parent, or any of their respective officers, directors, employees, agents, vendors or independent contractors has been debarred, excluded, suspended or otherwise limited from participation in Medicare, Medicaid or any other state health care program or any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), or convicted of any crime for which debarment is mandated by 21 U.S.C. 335a(a) or authorized by 21 U.S.C. 335a(b), or exclusion is required pursuant to 42 U.S.C. 1320a-7b and related regulations.

(d) (i) After reasonable investigation, knowingly use, or permit any of their Subsidiaries to use any proceeds of the Notes for the purposes of financing the activities of or involving any Person who is debarred, excluded, suspended or otherwise limited from participation in U.S. state or federal health care program, or (ii) directly and knowingly enter into any documents, instruments, agreements, contracts with, or otherwise employ a Person who is debarred, excluded, suspended or otherwise limited from participation in U.S. state or federal health care program. Parent and each of its Subsidiaries shall promptly notify Purchaser Agent if Parent or such Subsidiary has knowledge that Parent, or any Subsidiary or Affiliate of Parent, or any of their respective officers, directors, employees, agents, vendors or independent contractors has been debarred, excluded, suspended or otherwise limited from participation in Medicare, Medicaid or any other state health care program or any federal health care program as defined in 42 U.S.C. § 1320a-7b(f), or convicted of any crime for which debarment is mandated by 21 U.S.C. 335a(a) or authorized by 21 U.S.C. 335a(b), or exclusion is required pursuant to 42 U.S.C. 1320a-7 and related regulations.

(e) Fail to comply, and to cause all other Persons, if any, on or occupying any Facilities to comply, with all Environmental Laws, in each case except to the extent such non-compliance could not reasonably be expected to result in a Material Adverse Change.

(f) Use, generate, manufacture, install, treat, release, store or dispose of any Hazardous Material, except in compliance with all applicable Environmental Laws or where the failure to comply could not reasonably be expected to result in a Material Adverse Change.

(g) Other than a customary 401(k) plan, sponsor, establish, maintain, participate in or incur any liability in respect of any "employee pension benefit plan" as defined in Section 3(2) of ERISA.

Section 7.11 Material Agreements.

(a) Fail to comply with any material term or condition of, or fail to fulfill any material obligation under, any Material Agreement, or take or fail to take any action that, in each case, could reasonably be expected to result in a right of any counterparty to a Material Agreement to terminate such Material Agreement if such termination could reasonably be expected to adversely affect in any material respect the Included Products or the interests of Parent and its Subsidiaries, the Purchaser Agent or the Purchasers or could reasonably be expected to result in a Material Adverse Change.

(b) Upon the occurrence of a material breach of any Material Agreements by any other party thereto, fail to [***] enforce any and all material rights and remedies available to Parent and its Subsidiaries thereunder.

(c) Enter into any amendment or waiver to or modification of any Material Agreement, or grant any consent thereunder, or terminate any Material Agreement, or agree to do any of the foregoing that, in each case, either individually or in the aggregate, could reasonably be expected to adversely affect in any material respect the Included Products or the interests of the Obligors, the Purchaser Agent or the Purchasers or could reasonably be expected to result in a Material Adverse Change.

(d) Enter into any Restricted License.

Section 7.12 Accounting Changes. Change (a) its accounting policies or reporting practices to a standard other than GAAP, or (b) its fiscal year.

Section 7.13 Parent Holding Company; Cash Hoarding.

(a) Solely with respect to Parent, engage in any business activities or own any property other than (a) ownership of the Equity Interests of its Subsidiaries, (b) activities and contractual rights incidental to maintenance of its organizational existence and its status as a holding company with publicly traded Equity Interests, (c) activities relating to the performance of obligations under the Note Documents, (d) the issuance of Equity Interests and Permitted Convertible Notes and the purchase of Permitted Bond Hedge Transactions to the extent expressly permitted by this Agreement, (e) maintenance and administration of share or stock option and share or stock ownership plans, (f) the receipt and making of Distributions as permitted by Section 7.7, (g) participating in tax, accounting and other administrative activities as a member of the consolidated group of companies, (h) providing indemnification to officers and directors, and (i) activities incidental to the activities described in the foregoing clauses (a) – (h).

(b) Solely with respect to each Subsidiary that is not an Obligor and each Limited Guarantor, at any time hold Cash beyond the amount reasonably necessary to fund business operations of such non-Obligor Subsidiary or Limited Guarantor, as applicable, and not incur adverse tax consequences in connection with the movement of cash.

ARTICLE VIII
EVENTS OF DEFAULT

Any one of the following shall constitute an event of default (an "**Event of Default**") under this Agreement:

Section 8.1 Payment Default.

(a) Issuer fails to pay the True-Up Payment or the Repayment Amount when due; or

(b) Issuer fails to pay any other Obligations within three Business Days after such Obligations are due and payable;

provided that, with respect to the preceding clause (b), no more than [***] times prior to Payment in Full, such failure shall not constitute an Event of Default, so long as Issuer makes such payment within six Business Days after such Obligations are due and payable.

Section 8.2 Covenant Default.

(a) Parent or any of its Subsidiaries fails or neglects to perform any obligations in Sections 3.9, 6.1(a) (solely as to the existence of the Obligors), 6.2 (other than Sections 6.2(a)(i), (ii), and (iii)), 6.6, 6.9, 6.11, 6.12 or 6.13 or violates any covenant in Article VII; or

(b) Parent, or any of its Subsidiaries, fails or neglects to perform, keep, or observe any other term, provision, condition, covenant or agreement contained in this Agreement or any Note Documents, and as to any Default (other than those specified in this Article VIII) under such other term, provision, condition, covenant or agreement that can be cured, has failed to cure the Default within [***] after the occurrence thereof; provided that if the Default cannot by its nature be cured within the [***] period or cannot after diligent attempts by the Obligors be cured within such [***] period, and such Default is likely to be cured within a reasonable time, then the Obligors shall have an additional period (which shall not in any case exceed [***] or such longer period as Purchaser Agent may agree in its sole discretion) to attempt to cure such Default, and within such reasonable time period the failure to cure the default shall not be deemed an Event of Default (but no Notes shall be purchased during such cure period). Grace periods provided under this Section 8.2(b) shall not apply, among other things, to financial covenants (if any) or any other covenants set forth in Section 8.2(a) above.

Section 8.3 Material Adverse Change. A Material Adverse Change occurs.

Section 8.4 Attachment; Levy; Restraint on Business. (i) Any material portion of Parent's or any of its Subsidiaries' assets is attached, expropriated, sequestrated, seized, levied on, or comes into possession of a trustee or receiver or any analogous process in any jurisdiction, or (ii) any non-appealable court order enjoins, restrains, or prevents Parent or any of its Subsidiaries from conducting any material part of its business.

Section 8.5 Insolvency. (a) Parent or any of its Subsidiaries is or becomes Insolvent, generally does not or is unable to pay its debts, or meet its liabilities as the same become due, or shall admit in writing its inability to pay its debts generally; (b) Parent or any of its Subsidiaries begins an Insolvency Proceeding; (c) an Insolvency Proceeding is begun against Parent or any of its Subsidiaries and not dismissed or stayed within 45 days; or (d) a moratorium is declared in respect of any Indebtedness of any Obligor and for the avoidance of doubt, if a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.

Section 8.6 Other Agreements. (a) A default shall occur in the payment of any amount when due (subject to any applicable grace period) of any principal or stated amount of, or interest or fees on, any Indebtedness of Parent or any of its Subsidiaries having a principal or stated amount, individually or in the aggregate, in excess of $[***], (b) there is a default in any agreement to which Parent or any of its Subsidiaries is a party with a third party or parties (i) that could entitle or permit such third party or parties, after the giving of notice or the expiration of any applicable grace periods, to accelerate the maturity of any Indebtedness in an aggregate amount in excess of $[***] (even if such third party is restricted from accelerating the maturity of such Indebtedness, including pursuant to the terms of a subordination or other similar agreement) or (ii) that could reasonably be expected to result in a Material Adverse Change, (c) there occurs a "fundamental change", change of control or other similar provision, as defined in any agreement or instrument evidencing any Permitted Product Financing or any Indebtedness in an aggregate amount in excess of $[***], in each case, triggering a default, a mandatory prepayment or other obligation to repurchase, redeem or repay such Indebtedness or to make an offer to repurchase, redeem or repay such Indebtedness, (d) there occurs under any Permitted Bond Hedge Transaction or Permitted Warrant Transaction an "early termination date" (or similar event) resulting from any event of default or termination event thereunder as to which Parent or any Subsidiary is the "defaulting party" (or similar term) or the "affected party" (or similar term) and the termination value owed by Parent or such Subsidiary as a result thereof, taken together, is greater than $[***], and such termination value is required to be paid in cash and

may not be settled by the delivery of shares of Parent, or (e) there occurs any acceleration event, put option event or similar event in any Permitted Product Financing in an aggregate amount in excess of $[***] (i) that could entitle or permit the counterparty thereto, after the giving of notice or the expiration of any applicable grace periods, to terminate such Permitted Product Financing, demand repayment with respect to such Permitted Product Financing or accelerate any payments under such Permitted Product Financing or (ii) that could reasonably be expected to result in a Material Adverse Change.

Section 8.7 Judgments. One or more judgments, orders, decrees or awards (or any settlement of any claim or proceeding) for the payment of money in an amount, individually or in the aggregate, of at least $[***] (not covered by independent third-party insurance (other than customary deductibles) as to which liability has not been denied by such insurance carrier) shall be rendered or approved by a court or Regulatory Authority of competent jurisdiction against Parent or any of its Subsidiaries and, in the case of any judgment, order, decree or award shall remain unvacated or unstayed for a period of 45 days after the entry or filing of such judgment, order, decree or award or after expiration of such stay.

Section 8.8 Misrepresentations. Any representation, warranty or statement made or deemed made by or on behalf of any Obligor in any Note Document or in any report, certificate or other document furnished to or in connection with any Note Document shall prove to have been incorrect in any material respect when made or deemed made.

Section 8.9 Permitted Convertible Notes. A default, breach, "event of default", "fundamental change" or other event occurs under the terms of any Permitted Convertible Notes that gives the holders thereof the right to require the repurchase of, or to accelerate, such Permitted Convertible Notes or that could otherwise trigger any mandatory repurchases or redemptions of such Permitted Convertible Notes, whether or not or the holders or the trustee (on behalf of the holders) has required the issuer thereof to repurchase or redeem such Permitted Convertible Notes pursuant to such event.

Section 8.10 Guaranty. Any Guaranty terminates or ceases for any reason to be in full force and effect (other than a release thereof in accordance with the Note Documents).

Section 8.11 Governmental Approvals. Any Marketing Approval from the EMA or FDA for an Included Product shall have been revoked, rescinded, suspended for more than [***], or modified in an adverse manner, and such revocation, rescission, suspension, or modification has resulted in or could reasonably be expected to result in a Material Adverse Change.

Section 8.12 Lien Perfection. Subject to the satisfaction of all of the post-closing obligations set forth in Section 3.9, any Lien created hereunder or by any other Note Document shall at any time fail to constitute a valid and perfected Lien on any material portion of the Collateral purported to be secured thereby.

Section 8.13 Intercreditor Agreement. Any Obligor breaches any Permitted Intercreditor Agreement in any material respect.

Section 8.14 Adverse Regulatory Event; Medicare/Medicaid Reimbursement, Etc.. (a) Solely after either the Fourth Purchase Date or Fifth Purchase Date has occurred, an Adverse Regulatory Event occurs that has had or would be reasonably expected to result in a Material Adverse Change, or (b) (i) Parent or any Subsidiary is debarred, excluded, suspended, or otherwise limited from participation in any United States federal health care program or (ii) Parent or any Subsidiary is debarred, excluded, suspended for more than 180 days, or otherwise limited in a manner that has a material and adverse impact on the revenues of Parent and its Subsidiaries, from participation in any United States state health care

program (it being understood and agreed that failure to be included on a formulary shall not constitute an exclusion or limitation from participation for purposes of this Section 8.14).

Section 8.15 Delisting. The ordinary shares of Parent are delisted from the Nasdaq Global Select Market because of failure to comply with continued listing standards thereof or due to a voluntary delisting which results in such ordinary shares not being listed on any other nationally recognized stock exchange in the United States having listing standards at least as restrictive as the Nasdaq Global Select Market.

For the avoidance of doubt, a Default or Event of Default shall be deemed to exist at all times during the period commencing on the date that such Default or Event of Default occurs to the date on which such Default or Event of Default is waived in writing pursuant to this Agreement or, in the case of a Default, is cured within any period of cure expressly set forth in this Article VIII; and an Event of Default shall "continue" or be "continuing" until such Event of Default has been waived in writing by the Required Purchasers.

ARTICLE IX
RIGHTS AND REMEDIES

Section 9.1 Rights and Remedies.

(a) Upon the occurrence and during the continuance of an Event of Default, Purchaser Agent may, and at the written direction of Required Purchasers shall, without notice or demand, do any or all of the following: (i) deliver notice of the Event of Default to Issuer, (ii) by notice to Issuer declare the Repayment Amount and all other Obligations immediately due and payable (but if an Event of Default described in Section 8.5 occurs, the Repayment Amount and all other Obligations shall be immediately due and payable without any action by Purchaser Agent or the Purchasers) or (iii) by notice to Issuer suspend or terminate the Commitments (but if an Event of Default described in Section 8.5 occurs all Commitments shall be immediately terminated without any action by Purchaser Agent or the Purchasers).

(b) Without limiting the rights of Purchaser Agent and the Purchasers set forth in Section 9.1(a) above, upon the occurrence and during the continuance of an Event of Default, Purchaser Agent shall have the right at the written direction of the Required Purchasers, without notice or demand, to do any or all of the following:

(i) foreclose upon and/or sell or otherwise liquidate, the Collateral;

(ii) apply to the Obligations any (a) balances and deposits of the Obligors that Purchaser Agent or any Purchaser holds or controls, or (b) any amount held or controlled by Purchaser Agent or any Purchaser owing to or for the credit or the account of Issuer;

(iii) commence and prosecute an Insolvency Proceeding or consent to any Obligor commencing any Insolvency Proceeding; and/or

(iv) exercise all of its rights and remedies as provided in the Foreign Collateral Documents or other Note Documents.

(c) Without limiting the rights of Purchaser Agent and the Purchasers set forth in Sections 9.1(a) and (b) above, upon the occurrence and during the continuance of an Event of Default, Purchaser Agent shall have the right, without notice or demand, to do any or all of the following:

(i) settle or adjust disputes and claims directly with Account Debtors for amounts on terms and in any order that Purchaser Agent considers advisable, notify any Person owing Issuer money of Purchaser Agent's security interest in such funds, and verify the amount of such account;

(ii) make any payments and do any acts it considers necessary or reasonable to protect the Collateral and/or its security interest in the Collateral. Each Obligor shall assemble the Collateral if Purchaser Agent requests and make it available in a location as Purchaser Agent reasonably designates. Purchaser Agent may enter premises where the Collateral is located, take and maintain possession of any part of the Collateral, and pay, purchase, contest, or compromise any Lien which appears to be prior or superior to its security interest and pay all expenses incurred. Each Obligor grants Purchaser Agent a license to enter and occupy any of its premises, without charge, to exercise any of Purchaser Agent's rights or remedies. In addition, upon the occurrence and during the continuance of an Event of Default, the Obligors hereby agree to permit Purchaser Agent and any of its agents, representatives, or designees, to enter upon and have access to any real property owned by the Obligors, without interference or hindrance, for the purpose of exercising any and all of Purchaser Agent's rights and remedies under this Agreement or applicable law, including, without limitation, inspection, possession, operation, maintenance, marketing, or sale of such property. The Obligors shall cooperate fully with Purchaser Agent in connection with such access and shall not take any action to delay, obstruct, or condition such access;

(iii) ship, reclaim, recover, store, finish, maintain, repair, prepare for sale, and/or advertise for sale, the Collateral. Purchaser Agent is hereby granted a non-exclusive, royalty-free license or other right to use, without charge, each Obligor and each of its Subsidiaries' labels, patents, copyrights, mask works, rights of use of any name, trade secrets, trade names, trademarks, service marks, and advertising matter, or any similar property as it pertains to the Collateral, in completing production of, advertising for sale, and selling any Collateral and, in connection with Purchaser Agent's exercise of its rights under this Section 9.1, each Obligor's and each of its Subsidiaries' rights under all licenses and all franchise agreements inure to Purchaser Agent, for the benefit of the Secured Parties;

(iv) place a "hold" on any account maintained with Purchaser Agent or the Purchasers and/or deliver a notice of exclusive control, any entitlement order, or other directions or instructions pursuant to any Control Agreement or similar agreements providing control of any Collateral;

(v) demand and receive possession of any Obligor's Books;

(vi) appoint a receiver to seize, manage and realize any of the Collateral, and such receiver shall have any right and authority as any competent court will grant or authorize in accordance with any applicable law, including any power or authority to manage the business of Parent or any of its Subsidiaries; and

(vii) subject to Sections 9.1(a) and (b), exercise all rights and remedies available to Purchaser Agent and each Purchaser under the Note Documents or at law or equity, including all remedies provided under the UCC (including disposal of the Collateral pursuant to the terms thereof).

Notwithstanding any provision of this Section 9.1 to the contrary, upon the occurrence and during the continuance of any Event of Default, Purchaser Agent shall have the right to exercise any and all remedies referenced in this Section 9.1 without the written consent of Required Purchasers following the occurrence of an Exigent Circumstance. As used in the immediately preceding sentence, "**Exigent Circumstance**" is any event or circumstance that, in the reasonable judgment of Purchaser Agent, imminently threatens the ability of Purchaser Agent to realize upon all or any material portion of the Collateral, such as, without limitation, fraudulent removal, concealment, or abscondment thereof, destruction or material waste thereof, or failure of Parent or any of its Subsidiaries after reasonable demand to maintain or reinstate adequate

casualty insurance coverage, or which, in the judgment of Purchaser Agent, could reasonably be expected to result in a material diminution in value of the Collateral.

For the avoidance of doubt the Repayment Amount shall be due and payable at any time the Obligations become due and payable or are otherwise accelerated hereunder for any reason, whether due to acceleration pursuant to the terms of this Agreement (in which case it shall be due immediately, upon the giving of notice to Issuer in accordance with Section 9.1(a), or automatically, in accordance with the parenthetical to Section 9.1(a)(ii)), by operation of law or otherwise (including where bankruptcy filings or the exercise of any bankruptcy right or power, whether in any plan of reorganization or otherwise, results or would result in a payment, discharge, modification or other treatment of the Notes or Note Documents that would otherwise evade, avoid, or otherwise disappoint the expectations of the Purchasers in receiving the full benefit of their bargained-for Repayment Amount). The Obligors acknowledge and agree that none of the Repayment Amount shall constitute unmatured interest, whether under Section 502(b)(2) of the United States Bankruptcy Code or otherwise, but instead is reasonably calculated to ensure that the Purchasers receive the benefit of their bargain under the terms of this Agreement. In the event the Obligations are reinstated in connection with or following any applicable triggering event (whether pursuant to Section 1124 of the United States Bankruptcy Code or otherwise), it is understood and agreed that the Obligations shall include any Repayment Amount payable in accordance with the Note Documents. The Obligors acknowledge and agree that the Purchasers shall be entitled to recover the full amount of the Repayment Amount in each and every circumstance such amount is due pursuant to or in connection with this Agreement, including in the case of any Insolvency Proceeding affecting Parent or any of its Subsidiaries, so that the Purchasers shall receive the benefit of their bargain hereunder and otherwise receive full recovery as agreed under every possible circumstance. EACH OBLIGOR HEREBY WAIVES THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE OR LAW THAT PROHIBITS OR MAY PROHIBIT THE COLLECTION OF ANY PORTION OF THE FULL REPAYMENT AMOUNT AND ANY DEFENSE TO PAYMENT OF THE FULL REPAYMENT AMOUNT, WHETHER SUCH DEFENSE MAY BE BASED IN PUBLIC POLICY, AMBIGUITY, OR OTHERWISE. The Obligors further acknowledge and agree, and waive any argument to the contrary, that payment of such amounts does not constitute a penalty or an otherwise unenforceable or invalid obligation. Each Obligor acknowledges and agrees that, prior to executing this Agreement, it has had the opportunity to review, evaluate, and negotiate the Repayment Amount and the calculations thereof with its advisors, and that (i) the Repayment Amount is reasonable and is the product of an arm's-length transaction between sophisticated business people, ably represented by counsel, (ii) the Repayment Amount shall be payable notwithstanding the then prevailing market rates at the time payment is made, (iii) each Obligor shall be estopped hereafter from claiming differently than as agreed to in this Section 9.1, (iv) the Issuer's agreement to pay the Repayment Amount is a material inducement to the Purchaser's agreement to purchase the Notes, and (v) the Repayment Amount represents a good faith, reasonable estimate and calculation of the lost profits, losses or other damages of the Purchasers and that it would be impractical and extremely difficult to ascertain the actual amount of damages to the Purchasers or profits lost by the Purchasers as a result of such any applicable triggering event. Any damages that the Purchasers may suffer or incur resulting from or arising in connection with any breach hereof by any Obligor shall constitute Obligations owing to the Purchasers.

Section 9.2 Power of Attorney. Each Obligor hereby irrevocably appoints Purchaser Agent by way of security as its lawful attorney-in-fact, exercisable upon the occurrence and during the continuance of an Event of Default, to: (a) endorse such Obligor's or any of its Subsidiaries' name on any checks or other forms of payment or security; (b) sign such Obligor's or any of its Subsidiaries' name on any invoice or bill of lading for any Account or drafts against Account Debtors; (c) settle and adjust disputes and claims about the Accounts directly with Account Debtors, for amounts and on terms Purchaser Agent determines reasonable; (d) make, settle, and adjust all claims under any Obligor's insurance policies; (e) pay, contest or settle any Lien, charge, encumbrance, security interest, and adverse claim in or to the Collateral, or any

judgment based thereon, or otherwise take any action to terminate or discharge the same; (f) vote Shares constituting Collateral in any manner Purchaser Agent deems advisable for or against all matters on which shareholders, partners or members, as the case may be, may vote or otherwise act; and (g) transfer the Collateral into the name of Purchaser Agent or a third party as the UCC or any applicable law permits. Each Obligor hereby appoints Purchaser Agent as its lawful attorney-in-fact to sign such Obligor's or any of its Subsidiaries' name on any documents necessary to perfect or continue the perfection of Purchaser Agent's security interest in the Collateral regardless of whether an Event of Default has occurred until Payment in Full. Purchaser Agent's foregoing appointment as each Obligor's or any of its Subsidiaries' attorney-in-fact, and all of Purchaser Agent's rights and powers, coupled with an interest, are irrevocable until Payment in Full.

Section 9.3 Protective Payments. Solely while an Event of Default has occurred and is continuing, if Parent or any of its Subsidiaries fail to obtain the insurance called for by Section 6.5 or fails to pay any premium thereon or fails to pay any other amount which Parent or any of its Subsidiaries is obligated to pay under any agreement to which it is bound, Purchaser Agent may obtain such insurance or make such payment, and all amounts so paid by Purchaser Agent are Reimbursable Expenses and immediately due and payable, bearing interest at the Default Rate, and secured by the Collateral. Purchaser Agent will make reasonable efforts to provide Issuer with notice of Purchaser Agent obtaining such insurance or making such payment at the time it is obtained or paid or within a reasonable time thereafter. No such payments by Purchaser Agent are deemed an agreement to make similar payments in the future or Purchaser Agent's waiver of any Event of Default.

Section 9.4 Application of Payments and Proceeds. Notwithstanding anything to the contrary contained in this Agreement, upon the occurrence and during the continuance of an Event of Default, (a) each Obligor irrevocably waives the right to direct the application of any and all payments at any time or times thereafter received by Purchaser Agent from or on behalf of any Obligor or any of its Subsidiaries of all or any part of the Obligations, and, as between the Obligors on the one hand and Purchaser Agent and Purchasers on the other, Purchaser Agent shall have the continuing and exclusive right to apply and to reapply any and all payments received against the Obligations in such manner as Purchaser Agent may deem advisable notwithstanding any previous application by Purchaser Agent, and (b) the proceeds of any sale of, or other realization upon all or any part of the Collateral shall be applied: first, to the Reimbursable Expenses; second, to the Repayment Amount (including any interest which, but for the provisions of the United States Bankruptcy Code, would have accrued on such amounts); and third, to any other indebtedness or obligations of the Obligors owing to Purchaser Agent or any Purchaser under the Note Documents. Any balance remaining shall be delivered to applicable Obligor or to whoever may be lawfully entitled to receive such balance or as a court of competent jurisdiction may direct. In carrying out the foregoing, (x) amounts received shall be applied in the numerical order provided until exhausted prior to the application to the next succeeding category, and (y) each of the Persons entitled to receive a payment in any particular category shall receive an amount equal to its Pro Rata Share of amounts available to be applied pursuant thereto for such category. Any reference in this Agreement to an allocation between or sharing by the Purchasers of any right, interest or obligation "ratably," "proportionally" or in similar terms shall refer to Pro Rata Share unless expressly provided otherwise. Purchaser Agent, or if applicable, each Purchaser, shall promptly remit to the other Purchasers such sums as may be necessary to ensure the ratable repayment of each Purchaser's portion of the Repayment Amount and the ratable distribution of fees and reimbursements paid or made by any Obligor. Notwithstanding the foregoing, a Purchaser receiving a scheduled payment shall not be responsible for determining whether the other Purchasers also received their scheduled payment on such date; provided that, if it is later determined that a Purchaser received more than its ratable share of scheduled payments made on any date or dates, then such Purchaser shall remit to Purchaser Agent or other Purchasers such sums as may be necessary to ensure the ratable payment of such scheduled payments, as instructed by Purchaser Agent. If any payment or distribution of any kind or character, whether in cash, properties or securities, shall be received by a Purchaser in excess of its ratable

share, then the portion of such payment or distribution in excess of such Purchaser's ratable share shall be received by such Purchaser in trust for and shall be promptly paid over to the other Purchaser for application to the payments of amounts due on the other Purchasers' claims. To the extent any payment for the account of an Obligor is required to be returned as a voidable transfer or otherwise, the Purchasers shall contribute to one another as is necessary to ensure that such return of payment is on a pro rata basis. If any Purchaser shall obtain possession of any Collateral, it shall hold such Collateral for itself and as agent and bailee for Purchaser Agent and other Purchasers for purposes of perfecting Purchaser Agent's security interest therein.

Section 9.5 Liability for Collateral. So long as Purchaser Agent and the Purchasers comply with reasonable banking practices regarding the safekeeping of the Collateral in the possession or under the control of Purchaser Agent and the Purchasers, Purchaser Agent and the Purchasers shall not be liable or responsible for: (a) the safekeeping of the Collateral; (b) any loss or damage to the Collateral; (c) any diminution in the value of the Collateral; or (d) any act or default of any carrier, warehouseman, bailee, or other Person. The Obligors bear all risk of loss, damage or destruction of the Collateral, other than as a result of Purchaser Agent's or any Purchaser's gross negligence or willful misconduct.

Section 9.6 Licenses Related to Included Products. For the purpose of enabling Purchaser Agent and Purchasers to exercise rights and remedies under this Article IX and the other Note Documents (including in order to take possession of, collect, receive, assemble, process, appropriate, remove, realize upon, sell, assign, license out, convey, transfer or grant options to purchase any Collateral), each Obligor hereby grants to Purchaser Agent an irrevocable, non-exclusive, assignable, sublicensable, royalty-free license (which license may be exercised only upon the occurrence and during the continuance of an Event of Default and for the purposes of, or in connection with, the exercise of remedies under this Article IX and the other Note Documents), without payment of royalty, return on net sales, revenue share or other compensation to Parent or any of its Subsidiaries or Affiliates, including the right to practice, use, sublicense or otherwise exploit, solely in connection with the Included Products or other items in the Collateral, any Intellectual Property owned or controlled by such Person, wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof, solely to the extent that (A) such Obligor has the right to grant such license on the terms set forth herein, without violating the terms of any applicable In-License, License Agreement or other Third Party agreement with respect thereto or granting to any Third Party any right of acceleration, modification, termination or cancellation with respect to any applicable In-License, License Agreement or other Third Party agreement, (B) with respect to any Included Product Intellectual Property that is subject to an In-License, Purchaser Agent agrees to comply, and to require any sublicensees of Purchaser Agent to comply, with all terms of such In-License applicable to Purchaser Agent as a sublicensee thereunder, and (C) such non-exclusive license is not prohibited by any applicable law. Any license, sublicense or other transaction entered into by Purchaser Agent in accordance with the provisions of this Section 9.6 will be binding upon any applicable Obligor, notwithstanding any subsequent cure of an Event of Default.

Section 9.7 No Waiver; Remedies Cumulative. Failure by Purchaser Agent or any Purchaser, at any time or times, to require strict performance by the Obligors of any provision of this Agreement or any other Note Document shall not waive, affect, or diminish any right of Purchaser Agent or any Purchaser thereafter to demand strict performance and compliance herewith or therewith. No waiver hereunder shall be effective unless signed by Purchaser Agent and the Required Purchasers and then is only effective for the specific instance and purpose for which it is given. The rights and remedies of Purchaser Agent and the Purchasers under this Agreement and the other Note Documents are cumulative. Purchaser Agent and the Purchasers have all rights and remedies provided under the UCC, any applicable law, by law, or in equity. The exercise by Purchaser Agent or any Purchaser of one right or remedy is not an election, and Purchaser Agent's or any Purchaser's waiver of any Event of Default is not a continuing waiver.

Purchaser Agent's or any Purchaser's delay in exercising any remedy is not a waiver, election, or acquiescence.

Section 9.8 Demand Waiver. Each Obligor waives, to the fullest extent permitted by law, demand, notice of default or dishonor, notice of payment and nonpayment, notice of any default, nonpayment at maturity, release, compromise, settlement, extension, or renewal of Accounts, Documents, instruments, chattel paper, and guarantees held by Purchaser Agent or any Purchaser on which Parent or any Subsidiary is liable.

ARTICLE X
NOTICES; SERVICE OF PROCESS

All notices, consents, requests, approvals, demands or other communication (collectively, "**Communication**") by any party to this Agreement or any other Note Document must be in writing and shall be deemed to have been validly served, given, or delivered: (a) upon the earlier of actual receipt and three Business Days after deposit in the U.S. mail, first class, registered or certified mail return receipt requested, with proper postage prepaid; (b) upon transmission, when sent by email transmission as evidenced by a transmission confirmation sheet or server delivery confirmation notice, as applicable; (c) one (1) Business Day after deposit with a reputable overnight courier with all charges prepaid; or (d) when delivered, if hand-delivered by messenger, all of which shall be addressed to the party to be notified and sent to the address, or email address indicated below. Any of Purchaser Agent, the Purchasers or Issuer may change its mailing address or email address by giving the other party written notice thereof in accordance with the terms of this Article X.

If to any Obligor:	[***]
with a copy (which shall not constitute notice) to:	[***]
If to Purchaser Agent:	[***]
with a copy (which shall not constitute notice) to:	[***]
If to any Purchaser	As specified on the applicable signature page hereto.

Each party hereto irrevocably consents to service of process in any action or proceeding arising out of or relating to any Note Document, in the manner provided for notices in this Article X. Nothing in this Agreement or any other Note Document will affect the right of any party hereto to serve process in any other manner permitted by applicable laws. Each Foreign Obligor hereby irrevocably appoints Issuer as its agent for service of process with respect to all of the Note Documents and all other related agreements to which it is a party (the "**Process Agent**") and Issuer hereby accepts such appointment as the Process Agent and hereby agrees to forward promptly to such Foreign Obligors, as applicable, all legal process addressed to such Foreign Obligor received by the Process Agent.

ARTICLE XI
CHOICE OF LAW, VENUE AND JURY TRIAL WAIVER

This Agreement and the other Note Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Note Document (except as may be expressly otherwise provided in any Note Document) shall be governed by, and construed in accordance with, the law of the State of New York (including Sections 5-1401 and 5-1402 of the New York General Obligations Law, but excluding all other choice of law and conflicts of law rules).

Each Obligor, Purchaser Agent and each Purchaser each submit to the exclusive jurisdiction of the courts of the State of New York sitting in the City and County of New York and of the United States District Court of the Southern District of New York and any appellate court thereof and agrees that all claims in respect of any such action, litigation or proceeding shall be heard and determined in such state court or, to the fullest extent permitted by applicable law, in such federal court; provided that the foregoing shall not preclude Purchaser Agent from bringing suit or taking other legal action in any other jurisdiction to realize on the Collateral. Each of the parties hereto agrees that a final judgment in any such action, litigation or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS ARTICLE XI.**

ARTICLE XII
GUARANTY

Section 12.1 The Guaranty. Each Guarantor hereby jointly and severally with each other Guarantor guarantees to Purchaser Agent and the Purchasers, and their successors and assigns, (i) the prompt payment in full when due (whether at stated maturity, by acceleration or otherwise) of all amounts, obligations, liabilities, covenants and duties of every type and description owing by Issuer and each other Guarantor to Purchaser Agent or any Purchaser, any other indemnitee hereunder or any participant, arising out of, under, or in connection with, any Note Document (other than the Securities Purchase Agreement), whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or not, now existing or hereafter arising and however acquired, and whether or not evidenced by any instrument or for the payment of money, including, without duplication, (x) all Revenue Payments and Milestone Payments, any True-Up Payment and the Repayment Amount, whether or not accruing after the filing of any petition in bankruptcy or after the commencement of any insolvency, reorganization, examinership, liquidation, rescue process or similar proceeding, and whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding and (y) all other documented out-of-pocket fees, expenses (including documented out-of-pocket fees, charges and disbursement of counsel), interest, commissions, charges, costs, disbursements, indemnities and reimbursement of amounts paid and other sums chargeable to such Obligor under any Note Document and (ii) the full and prompt performance

and observance by Issuer and the other Guarantors of each and all of the covenants, liabilities, obligations and agreements required to be performed or observed by such Obligors under the Notes, this Agreement or any other Note Document (other than the Securities Purchase Agreement), in each case strictly in accordance with the terms hereof and thereof (such obligations being herein collectively called the "**Guaranteed Obligations**"). Each Guarantor hereby further jointly and severally with each other Guarantor agrees that if Issuer or any other Obligor shall fail to pay in full when due (whether at stated maturity, by acceleration or otherwise) any of the Guaranteed Obligations, such Guarantor will promptly pay the same, without any demand or notice whatsoever, and that in the case of any extension of time of payment or renewal of any of the Guaranteed Obligations, the same will be promptly paid in full when due (whether at extended maturity, by acceleration or otherwise) in accordance with the terms of such extension or renewal.

Section 12.2 Obligations Unconditional. The Guaranteed Obligations are absolute and unconditional, joint and several, independent and irrespective of the value, genuineness, validity, regularity or enforceability of the obligations of Issuer under the Notes, this Agreement or any other agreement or instrument referred to herein, or any substitution, release or exchange of any other guarantee of or security for any of the Guaranteed Obligations, and, to the fullest extent permitted by law, irrespective of any other circumstance whatsoever that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor, it being the intent of this Section 12.2 that the obligations of the Guarantors hereunder shall be absolute and unconditional, joint and several, under any and all circumstances. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not alter or impair the liability of the Guarantors hereunder, which shall remain absolute and unconditional as described above:

(a) at any time or from time to time, without notice to the Guarantors, the manner, place, time for any payment, performance of or compliance with any of the Guaranteed Obligations shall be extended, amended, modified or waived;

(b) any of the acts mentioned in any of the provisions of this Agreement or any other agreement or instrument referred to herein shall be done or omitted or any failure, lack of diligence, omission or delay on the part of Purchaser Agent or any Purchaser to enforce, assert or exercise any right, power or remedy conferred on it thereunder;

(c) the maturity of any of the Guaranteed Obligations shall be accelerated, or any of the Guaranteed Obligations shall be modified, supplemented or amended in any respect, or any right under this Agreement or any other agreement or instrument referred to herein shall be waived or any other guarantee of any of the Guaranteed Obligations or any security therefor shall be released or exchanged in whole or in part or otherwise dealt with; or

(d) any Lien or security interest granted to, or in favor of, Purchaser Agent as security for any of the Guaranteed Obligations shall fail to be perfected or any manner of sale, disposition or application of proceeds of any collateral or other assets to all or part of the Guaranteed Obligations;

(e) any voluntary or involuntary bankruptcy, insolvency, reorganization, examinership, liquidation, rescue process, arrangement, readjustment, assignment for the benefit of creditors, composition, receivership, examinership, rescue process, liquidation, marshalling of assets and liabilities or similar events or proceedings with respect to any Obligor or any other guarantor of the Guaranteed Obligations, as applicable, or any of their respective property or creditors, or any action taken by any trustee or receiver or by any court in any such proceeding;

(f) any merger or consolidation of any Obligor into or with any entity, or any sale, lease or transfer of any of the assets of any Obligor or any other guarantor of the Guaranteed Obligations to any other person or entity;

(g) any change in the ownership of any Obligor or any change in the relationship between any Obligor or any other guarantor of the Guaranteed Obligations, or any termination of any such relationship;

(h) the existence of any claim, set-off or other right which any Guarantor may have at any time against any Obligor, Purchaser Agent, any Purchaser or any other Person;

(i) any failure by Purchaser Agent or any Purchaser to disclose to the Guarantors any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of any Obligor now or hereafter known to Purchaser Agent or any Purchaser;

(j) any obligations or liabilities the Obligors or any other guarantor of the Guaranteed Obligations owed to any Guarantor;

(k) the acceptance or the availability of any other security, collateral or guarantee, or other assurance of payment, for all or any part of the Guaranteed Obligations;

(l) any default, act or omission to act or delay of any kind (willful or otherwise) by any Obligor, Purchaser Agent, any Purchaser or any other Person or any other circumstance whatsoever which might, but for the provisions of this clause, constitute a legal or equitable discharge of the Guarantors' obligations hereunder (except that the Guarantors may assert the defense of payment in full of the Guaranteed Obligations); or

(m) any notice of any sale, transfer or other disposition of any right, title or interest of Purchaser Agent or any Purchasers under the Notes, this Agreement or any other Note Document.

The Guarantors hereby expressly waive diligence, presentment, demand of payment, notice of acceptance, notice of non-performance, nonpayment, default, acceleration, dishonor, protest and any other notices whatsoever, which may be required by statute, rule of law or otherwise, now or hereafter in effect, to preserve any rights against the Guarantors with respect to or under the Notes, this Agreement or any other Note Document or any failure on the part of any Obligor, Guarantors or any other guarantor of the Guaranteed Obligations to perform or comply with any covenant, agreement, term or condition of the Notes, this Agreement or any other Note Document. The Guarantors further expressly waive any requirement that Purchaser Agent or any Purchaser exhaust any right, power or remedy or proceed against Issuer under this Agreement or any other agreement or instrument referred to herein, or against any other Person under any other guarantee of, or against or exhaust any security or collateral for, any of the Guaranteed Obligations.

Section 12.3 Reinstatement. The obligations of the Guarantors under this Article XII shall be automatically reinstated if and to the extent that for any reason any payment by or on behalf of Issuer in respect of the Guaranteed Obligations is rescinded or must be otherwise restored by any holder of any of the Guaranteed Obligations, whether as a result of any proceedings in bankruptcy or reorganization or otherwise, and the Guarantors jointly and severally agree that they will indemnify Purchaser Agent and the Purchasers on demand for all documented out-of-pocket costs and expenses (including fees of counsel) incurred by such Persons in connection with such rescission or restoration, including any such costs and expenses incurred in defending against any claim alleging that such payment constituted a preference, fraudulent transfer or similar payment under any bankruptcy, insolvency or similar law.

Section 12.4 Subrogation. The Guarantors hereby jointly and severally agree that, until Payment in Full, they shall not exercise any right or remedy arising by reason of any performance by them of their guarantee in Section 12.1, whether by subrogation or otherwise, against Issuer or any other guarantor of any of the Guaranteed Obligations or any security for any of the Guaranteed Obligations.

Section 12.5 Remedies. The Guarantors jointly and severally agree that, as between the Guarantors, on one hand, and Purchaser Agent and the Purchasers, on the other hand, the obligations of Issuer under the Notes, this Agreement and under the other Note Documents may be declared to be forthwith due and payable as provided in Section 9.1 (and shall be deemed to have become automatically due and payable in the circumstances provided in Section 9.1) for purposes of Section 12.1 notwithstanding any stay, injunction or other prohibition preventing such declaration (or such obligations from becoming automatically due and payable) as against Issuer and that, in the event of such declaration (or such obligations being deemed to have become automatically due and payable), such obligations (whether or not due and payable by Issuer) shall forthwith become due and payable by the Guarantors for purposes of Section 12.1.

Section 12.6 Instrument for the Payment of Money. Each Guarantor hereby acknowledges that the guarantee in this Article XII constitutes an instrument for the payment of money, and consents and agrees that Purchaser Agent and the Purchasers, at their sole option, in the event of a dispute by such Guarantor in the payment of any moneys due hereunder, shall have the right to proceed by motion for summary judgment in lieu of complaint pursuant to N.Y. Civ. Prac. L&R § 3213.

Section 12.7 Continuing Guarantee. The guarantee in this Article XII is a continuing guarantee, and shall apply to all Guaranteed Obligations whenever arising.

Section 12.8 Rights of Contribution. The Guarantors hereby agree, as between themselves, that if any Guarantor shall become an Excess Funding Guarantor (as defined below) by reason of the payment by such Guarantor of any Guaranteed Obligations, each other Guarantor shall, on demand of such Excess Funding Guarantor (but subject to the next sentence), pay to such Excess Funding Guarantor an amount equal to such Guarantor's Fair Share (as defined below and determined, for this purpose, without reference to the properties, debts and liabilities of such Excess Funding Guarantor) of the Excess Payment (as defined below) in respect of such Guaranteed Obligations. The payment obligation of a Guarantor to any Excess Funding Guarantor under this Section 12.8 shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Guarantor under the other provisions of this Article XII and such Excess Funding Guarantor shall not exercise any right or remedy with respect to such excess until payment and satisfaction in full of all of such obligations. For purposes of this Section 12.8, (i) "**Excess Funding Guarantor**" means, in respect of any Guaranteed Obligations, a Guarantor that has paid an amount in excess of its Fair Share of such Guaranteed Obligations, (ii) "**Excess Payment**" means, in respect of any Guaranteed Obligations, the amount paid by an Excess Funding Guarantor in excess of its Fair Share of such Guaranteed Obligations and (iii) "**Fair Share**" means, for any Guarantor, the ratio (expressed as a percentage) of (x) the amount by which the aggregate present fair saleable value of all properties of such Guarantor (excluding any shares or shares of stock of any other Guarantor) exceeds the amount of all the debts and liabilities of such Guarantor (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of such Guarantor hereunder and any obligations of any other Guarantor that have been guaranteed by such Guarantor) to (y) the amount by which the aggregate fair saleable value of all properties of all of the Guarantors exceeds the amount of all the debts and liabilities (including contingent, subordinated, unmatured and unliquidated liabilities, but excluding the obligations of Issuer and the Guarantors hereunder and under the other Note Documents) of all of the Guarantors, determined (A) with respect to any Guarantor that is a party hereto on the Effective Date, as of the Effective Date, and (B) with respect to any other Guarantor, as of the date such Guarantor becomes a Guarantor hereunder.

Section 12.9 General Limitation on Guarantee Obligations. In any action or proceeding involving any provincial, territorial or state corporate law, or any state or federal bankruptcy, insolvency, reorganization or other law affecting the rights of creditors generally, if the obligations of any Guarantor under Section 12.1 would otherwise, taking into account the provisions of Section 12.8, be held or determined to be void, invalid or unenforceable, or subordinated to the claims of any other creditors, on account of the amount of its liability under Section 12.1, then, notwithstanding any other provision hereof to the contrary, the amount of such liability shall, without any further action by such Guarantor, Purchaser Agent, any Purchaser or any other Person, be automatically limited and reduced to the highest amount that is valid and enforceable and not subordinated to the claims of other creditors as determined in such action or proceeding.

Section 12.10 Irish Guaranty Limitation. The guarantee in this Article XII does not apply to any liability to the extent that it would result in this guarantee constituting (i) unlawful financial assistance within the meaning of section 82 of the Irish Companies Act or (ii) a breach of section 239 of the Irish Companies Act.

ARTICLE XIII
GENERAL PROVISIONS

Section 13.1 Successors and Assigns.

(a) This Agreement binds and is for the benefit of the successors and permitted assigns of each party. Issuer may not transfer, pledge or assign this Agreement or any rights or obligations under it without Purchaser Agent's and each Purchaser's prior written consent (which may be granted or withheld in Purchaser Agent's and each Purchaser's sole discretion, subject to Section 13.6), except that Issuer may assign this Agreement or any rights or obligations under it without Purchaser Agent's and each Purchaser's prior written consent in connection with a Change of Control that is a Qualified Acquisition so long as the purchaser or transferee in such Qualified Acquisition assumes all rights and obligations of Issuer under this Agreement and the Note Documents in form and substance reasonably satisfactory to Purchaser Agent. The Purchasers have the right, without the consent of or notice to Issuer, to sell, transfer, assign, pledge, negotiate, or grant participation in (any such sale, transfer, assignment, negotiation or grant of a participation, a "**Purchaser Transfer**") all or any part of, or any interest in, the Notes and the Purchasers' obligations, rights, and benefits under this Agreement and the other Note Documents; provided that any such Purchaser Transfer (other than a transfer, pledge, sale or assignment to an Eligible Assignee) of its obligations, rights, and benefits under this Agreement and the other Note Documents shall require the prior written consent of the Required Purchasers (such approved assignee, an "**Approved Purchaser**"). Issuer and Purchaser Agent shall be entitled to continue to deal solely and directly with such Purchaser in connection with the interests so assigned until Purchaser Agent shall have received and accepted an effective assignment or transfer agreement in form satisfactory to Purchaser Agent executed, delivered and fully completed by the applicable parties thereto, and shall have received such other information regarding such Eligible Assignee or Approved Purchaser as Purchaser Agent reasonably shall require. Notwithstanding anything to the contrary contained herein, so long as no Default or Event of Default has occurred and is continuing, no Purchaser Transfer (other than a Purchaser Transfer in connection with (x) assignments by a Purchaser due to a forced divestiture at the request of any regulatory agency; or (y) upon the occurrence of a default, event of default or similar occurrence with respect to a Purchaser's own financing or securitization transactions) shall be permitted, without Issuer's consent, to any Person that is not an Eligible Assignee, or to any Person to the extent such Purchaser Transfer would result in Affiliates of Oberland Capital Management LLC ceasing to constitute the Required Purchasers.

(b) Purchaser Agent, acting solely for this purpose as a non-fiduciary agent of Issuer, shall maintain at its office referred to in Article X a copy of each assignment and assumption delivered to

it and a register for the recordation of the names and addresses of the Purchasers, and the commitments of, and amount of the Obligations owing to, each Purchaser pursuant to the terms hereof from time to time (the "**Register**"). The entries in the Register shall be conclusive absent manifest error, and Issuer, Purchaser Agent and each Purchaser shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Purchaser hereunder for all purposes of the Note Documents. The Register shall be available for inspection by Issuer and each Purchaser, at any reasonable time and from time to time upon reasonable prior notice. For the avoidance of doubt, (i) each Note issued pursuant to this Agreement is a registered obligation, (ii) the right, title and interest of each Purchaser and its assignees in and to such Notes shall be transferable only upon notation of such transfer in the Register and (iii) no assignment thereof or participation therein shall be effective until recorded therein. This Agreement shall be construed so that each Note is at all times maintained in "registered form" within the meaning of the Code and United States Treasury Regulations, including without limitation Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and Section 5f.103-1(c) of the United States Treasury Regulations.

Section 13.2 Indemnification. Each Obligor agrees to indemnify, defend and hold Purchaser Agent and the Purchasers and their respective directors, officers, employees, agents, attorneys, or any other Person affiliated with or representing Purchaser Agent or the Purchasers (each, an "**Indemnified Person**") harmless against: (a) all obligations, demands, claims, and liabilities (collectively, "**Claims**") asserted by any other party (including Parent or any of its Subsidiaries) in connection with, related to, following, or arising from, out of or under, (i) the transactions contemplated by the Note Documents, (ii) any Notes or the use or proposed use of the proceeds therefrom or (iii) any actual or alleged presence or release of Hazardous Materials on or from any property owned or operated by any Obligor or any of its Subsidiaries, or any Environmental Liability related in any way to any Obligor or any of its Subsidiaries; and (b) all Reimbursable Expenses (to the extent incurred after [***]) or losses (to the extent such losses are not Reimbursable Expenses) incurred, or paid by any Indemnified Person in connection with, related to, following, or arising from, out of or under, the transactions contemplated by the Note Documents between Purchaser Agent, and/or the Purchasers and Issuer (including documented attorneys' fees and expenses of outside counsel), except in each case for Claims and/or losses that are determined by a court of competent jurisdiction by final and nonappealable judgment to have directly resulted from such Indemnified Person's gross negligence or willful misconduct or the breach by such Indemnified Person of its obligation under the Note Documents to make Purchases. Issuer hereby further indemnifies, defends and holds each Indemnified Person harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, documented out-of-pocket expenses and disbursements of any kind or nature whatsoever (including the documented fees and disbursements of outside counsel for such Indemnified Person) in connection with (A) any investigative, response, remedial, administrative or judicial matter or proceeding, whether or not such Indemnified Person shall be designated a party thereto, including any such proceeding initiated by or on behalf of Parent or any of its Subsidiaries, (B) the reasonable expenses incurred after [***] of investigation by engineers, environmental consultants and similar technical personnel, (C) any commission, fee or compensation claimed by any broker (other than any broker retained by Purchaser Agent or Purchasers) asserting any right to payment for the transactions contemplated hereby which may be imposed on, incurred by or asserted against such Indemnified Person as a result of or in connection with the transactions contemplated hereby, and (D) the use or intended use of the proceeds of the Notes, except in each case for liabilities, obligations, losses, damages, penalties, actions, judgments, suits, claims, costs, expenses and disbursements directly caused by such Indemnified Person's gross negligence or willful misconduct or the breach by such Indemnified Person of its obligation under the Note Documents to make Purchases. For the avoidance of doubt this Section 13.2 shall not apply to Tax matters subject to Article XIV. All amounts due under this Section 13.2 shall be payable not later than [***] after demand therefor together with an invoice with respect thereto.

Section 13.3 [Reserved].

Section 13.4 Severability of Provisions. Each provision of this Agreement is severable from every other provision in determining the enforceability of any provision.

Section 13.5 [Reserved].

Section 13.6 Amendments in Writing; Integration.

(a) No amendment, modification, termination or waiver of any provision of this Agreement or any other Note Document, no approval or consent thereunder, or any consent to any departure by Parent or any of its Subsidiaries therefrom, shall in any event be effective unless the same shall be in writing and signed by Issuer, Purchaser Agent and the Required Purchasers, provided that:

(i) no such amendment, waiver or other modification that would have the effect of increasing or reducing a Purchaser's Commitment or Commitment Percentage shall be effective as to such Purchaser without such Purchaser's written consent;

(ii) no such amendment, waiver or modification that would affect the rights and duties of Purchaser Agent shall be effective without Purchaser Agent's written consent or signature; and

(iii) no such amendment, waiver or other modification shall, unless signed by all the Purchasers directly affected thereby, (A) reduce the applicable Repayment Amount, Cap Amount or Revenue Payment Percentage or forgive any principal, interest (other than Default Interest) or fees (other than late charges) with respect to any Note; (B) postpone the date fixed for, or waive or reduce, any Revenue Payment, payment of the Repayment Amount or other payment of principal of any Note or of interest on any Note (other than Default Interest) or any fees provided for hereunder (other than late charges or for any termination of any commitment); (C) change the definition of the term "**Required Purchasers**" or the percentage of Purchasers which shall be required for the Purchasers to take any action hereunder; (D) release all or substantially all of the Collateral, authorize the Obligors to sell or otherwise dispose of all or substantially all or any material portion of the Collateral or release any Guarantor of all or any portion of the Obligations or its guaranty obligations with respect thereto, except, in each case with respect to this clause (D), as otherwise may be expressly permitted under this Agreement or the other Note Documents (including in connection with any disposition permitted hereunder); (E) amend, waive or otherwise modify this Section 13.6 or the definitions of the terms used in this Section 13.6 insofar as the definitions affect the substance of this Section 13.6; (F) consent to the assignment, delegation or other transfer by Issuer of any of its rights and obligations under any Note Document or release Issuer of its payment obligations under any Note Document, except, in each case with respect to this clause (F), pursuant to a merger or consolidation permitted pursuant to this Agreement; (G) amend any of the provisions of Section 9.4 or amend any of the definitions of Pro Rata Share, Commitment, Commitment Percentage or that provide for the Purchasers to receive their Pro Rata Shares of any fees, payments, setoffs or proceeds of Collateral hereunder, or amend the last sentence of Section 2.3(a); (H) subordinate the Liens granted in favor of Purchaser Agent securing the Obligations; or (I) amend any of the provisions of Section 13.10.

(b) Other than as expressly provided for in Sections 13.6(a)(i), (ii) and (iii), Purchaser Agent may, if requested by the Required Purchasers, from time to time designate covenants in this Agreement less restrictive by notification to a representative of Issuer.

(c) This Agreement and the Note Documents represent the entire agreement about this subject matter and supersede prior negotiations or agreements. All prior agreements, understandings, representations, warranties, and negotiations between the parties about the subject matter of this Agreement and the Note Documents merge into this Agreement and the Note Documents.

Section 13.7 Counterparts; Effectiveness; Electronic Signature. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other parties hereto. Any counterpart may be executed by facsimile or pdf signature and such facsimile or pdf signature shall be deemed an original. The words 'execution', 'signed', 'signature', 'delivery' and words of like import in or relating to any document to be signed in connection with this Agreement or any other Note Document and the transactions contemplated hereby shall be deemed to include Electronic Signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar State laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require any Person to accept electronic signatures in any form or format without its prior written consent. Without limiting the generality of the foregoing, the parties hereto hereby (a) agree that, for all purposes, including in connection with any workout, restructuring, enforcement of remedies, bankruptcy proceedings or litigation among the Purchasers and the Obligors, electronic images of this Agreement or any other Note Document (in each case, including with respect to any signature pages thereto) shall have the same legal effect, validity and enforceability as any paper original, and (b) waive any argument, defense or right to contest the validity or enforceability of the Note Documents based solely on the lack of paper original copies of any Note Documents, including with respect to any signature pages thereto.

Section 13.8 Survival. All covenants, representations and warranties made in this Agreement continue in full force and effect until Payment in Full. The obligation of the Obligors in Section 13.2 to indemnify each Purchaser and Purchaser Agent, as well as the confidentiality provisions in Section 13.9 and the obligations under Section 2.5 and under Article XIV, shall survive until the statute of limitations with respect to such claim or cause of action shall have run.

Section 13.9 Confidentiality.

(a) In handling any Confidential Information of (i) the Obligors, in the case of Purchaser Agent and the Purchasers and (ii) Purchaser Agent and the Purchasers, in the case of the Obligors (in either case, as applicable, the party receiving Confidential Information, the "**Receiving Party**" and, the party disclosing such Confidential Information, the "**Disclosing Party**") shall, in each case, exercise the same degree of care that they exercise for their own proprietary information (but in no event less than a reasonable standard of care). The Receiving Party agrees to: (x) hold any Confidential Information received in confidence; (y) use or permit the use of the Confidential Information solely in connection with preparing, amending, executing, negotiating, administering, defending and enforcing the Note Documents (the "**Permitted Purpose**"); and (z) except as otherwise permitted herein, not disclose the Confidential Information to any Person not a party to this Agreement.

(b) Subject to the terms and conditions of this Agreement: (i) either Receiving Party may disclose such Confidential Information (A) to its Affiliates and to the Receiving Party's and its Affiliates' directors, officers (including managing members or partners), limited partners, employees, accountants, attorneys, financial advisors or consultants (together, "**Representatives**") who (1) have a need to know the Confidential Information for the Permitted Purpose, (2) are apprised of the confidential nature of the Confidential Information and (3) are under written or professional obligations of confidentiality, non-disclosure and non-use in respect of Confidential Information at least as stringent as those contained herein or (B) as required by law, regulation, subpoena or court order or otherwise in connection with a judicial, administrative or governmental proceeding, provided that, in the event that the Receiving Party is required

or requested to make such disclosure, the Receiving Party shall, to the extent legally permissible, give reasonable notice to the Disclosing Party in advance of the disclosure so as to allow the Disclosing Party an opportunity to seek (at the Disclosing Party's sole expense) a protective order or other appropriate remedy; provided, further, that such notice and opportunity shall not be required in respect of (x) disclosures required pursuant to the Securities Act, the Exchange Act, or the listing rules of the Nasdaq Capital Market, the Nasdaq Global Select Market, the Nasdaq Global Market, the New York Stock Exchange or the Cayman Islands Stock Exchange (or any nationally recognized securities exchange that is a successor to any of the foregoing) on which Parent's ordinary shares or the Notes are listed or (y) disclosures to any regulatory or self-regulatory authority as required by applicable law in connection with an examination, audit, inspection, inquiry, request or general supervisory oversight, and (ii) Purchaser Agent and the Purchasers may disclose such Confidential Information (A) so long as any Persons receiving Confidential Information pursuant to this clause (A) are subject to customary confidentiality obligations, in connection with a Purchaser's own financing or securitization transactions and a default, event of default or similar occurrence has occurred with respect to such financing or securitization transaction, (B) to prospective transferees (other than those identified in the immediately preceding clause (A)) or purchasers of any interest in the Notes (provided that the Purchasers and Purchaser Agent shall obtain such prospective transferee's or purchaser's agreement to the terms of this provision or to similar confidentiality terms), (C) as Purchaser Agent reasonably considers appropriate in exercising remedies under the Note Documents or (D) to any actual or potential investors, co-investors, members, and partners (including limited partners) of Purchaser Agent or any Purchaser or any of their Affiliates so long as such Persons are subject to customary confidentiality obligations. The Receiving Party shall be responsible for any breaches of this Section by its Representatives. For the avoidance of doubt, any disclosure of Confidential Information in compliance with this clause (b) shall not alter the confidential nature of such Confidential Information, or the confidentiality, non-disclosure and non-use obligations applicable thereto, for all other purposes.

(c) Notwithstanding the foregoing, the prohibitions on disclosure in this Section shall not apply to information that the Receiving Party can demonstrate by competent evidence: (i) was in the public domain prior to disclosure to the Receiving Party by the Disclosing Party, or becomes part of the public domain after such, in each case through no act or failure to act by the Receiving Party or its Representatives; (ii) was in the Receiving Party's rightful non-confidential possession prior to disclosure to the Receiving Party by the Disclosing Party; or (iii) is disclosed to the Receiving Party by a third party on a non-confidential basis who is known by Receiving Party to be in rightful non-confidential possession thereof and not prohibited from disclosing the information.

(d) Notwithstanding anything herein to the contrary, (i) the Purchasers and Purchaser Agent may use (but not disclose) Confidential Information for the development of client databases, reporting purposes and market analysis, (ii) after the First Purchase Date, Purchaser Agent and any Purchaser may disclose the transaction contemplated by the Note Documents on its or its investment manager's website and in its or its investment manager's marketing materials (which may include use of names and logos of one or more of the Obligors) and (iii) on the First Purchase Date, the Obligors shall issue the Press Release. Except as otherwise provided in this Section, a party may not use the name, likeness or trademarks of the other party or its Representatives for any purpose, including without limitation, to express or imply any relationship or affiliation between the parties, or any endorsement of any product or service, without the other party's prior written consent.

(e) The agreements provided under this Section supersede all prior agreements, understanding, representations, warranties, and negotiations between the parties about the subject matter of this Section. For the avoidance of doubt the parties' obligations with respect to Confidential Information received prior to the Effective Date shall continue to be defined by the terms of any prior agreements with respect thereto, but effective as of the Effective Date, obligations in respect of all Confidential Information will be governed by this Section.

Section 13.10 Right of Set Off. Each Obligor hereby grants to Purchaser Agent and to each Purchaser, a lien, security interest and right of set off as security for all Obligations to Purchaser Agent and each Purchaser hereunder, whether now existing or hereafter arising upon and against all deposits, credits, collateral and property, now or hereafter in the possession, custody, safekeeping or control of Purchaser Agent or the Purchasers or any entity under the control of Purchaser Agent or the Purchasers (including a Purchaser Agent affiliate) or in transit to any of them. At any time after the occurrence and during the continuance of an Event of Default, without demand or notice, Purchaser Agent or the Purchasers may set off the same or any part thereof and apply the same to any liability or obligation of Issuer even though unmatured and regardless of the adequacy of any other collateral securing the Obligations. ANY AND ALL RIGHTS TO REQUIRE PURCHASER AGENT TO EXERCISE ITS RIGHTS OR REMEDIES WITH RESPECT TO ANY OTHER COLLATERAL WHICH SECURES THE OBLIGATIONS, PRIOR TO EXERCISING ITS RIGHT OF SETOFF WITH RESPECT TO SUCH DEPOSITS, CREDITS OR OTHER PROPERTY OF ANY OBLIGOR ARE HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVED.

Section 13.11 Cooperation of the Obligors. If necessary, each Obligor agrees to execute any documents (including new Notes) reasonably required to effectuate and acknowledge each assignment of a Commitment or Note to an assignee in accordance with Section 13.1. Subject to the provisions of Section 13.9, each Obligor authorizes each Purchaser to disclose to any prospective participant or assignee of a Commitment, any and all information in such Purchaser's possession concerning Parent and its Subsidiaries and their financial affairs which has been delivered to such Purchaser by or on behalf of any Obligor pursuant to this Agreement, or which has been delivered to such Purchaser by or on behalf of such Obligor in connection with such Purchaser's credit evaluation of such Obligor prior to entering into this Agreement.

Section 13.12 Representations and Warranties of the Purchasers. Each Purchaser, severally and not jointly, represents and warrants to Issuer as of the date such Person becomes a Purchaser and as of each Purchase Date, that:

(a) Each of the Notes to be received by such Purchaser hereunder will be acquired for such Purchaser's own account, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, except pursuant to sales registered or exempted under the Securities Act, and such Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to such Purchaser's right at all times to sell or otherwise dispose of all or any part of such Notes in compliance with applicable federal and state securities laws.

(b) Such Purchaser can bear the economic risk and complete loss of its investment in the Notes and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment contemplated hereby.

(c) Such Purchaser has had an opportunity to receive, review and understand all information related to Issuer requested by it and to ask questions of and receive answers from Issuer regarding Issuer, its Subsidiaries, its business and the terms and conditions of the offering of the Notes, and has conducted and completed its own independent due diligence.

(d) Based on the information such Purchaser has deemed appropriate, it has independently made its own analysis and decision to enter into the Note Documents.

(e) Such Purchaser understands that the Notes are characterized as "restricted securities" under the U.S. federal securities laws inasmuch as they are being acquired from Issuer in a transaction not involving a public offering and that under such laws and applicable regulations such

securities may be resold without registration under the Securities Act only in certain limited circumstances. Such Purchaser understands that no United States federal or state agency, or similar agency of any other country, has reviewed, approved, passed upon, or made any recommendation or endorsement of Issuer or the purchase of the Notes.

(f) Such Purchaser is an "accredited investor" as defined in Regulation D promulgated under the Securities Act.

(g) Such Purchaser did not learn of the investment in the Notes as a result of any general solicitation or general advertising.

(h) Such Purchaser has sufficient cash on hand or binding and enforceable commitments from credit-worthy third parties to provide it with funds sufficient to satisfy its obligations to make the Purchases.

Section 13.13 Agency.

(a) Each Purchaser hereby irrevocably appoints Purchaser Agent to act on its behalf as Purchaser Agent hereunder and under the other Note Documents and authorizes Purchaser Agent to take such actions on its behalf, to exercise such powers as are delegated to Purchaser Agent by the terms hereof or thereof and to act as agent of such Purchaser for purposes of acquiring, holding, enforcing and perfecting all Liens granted by the Obligors on the Collateral to secure any of the Obligations, in each case together with such actions and powers as are reasonably incidental thereto.

(b) Each Purchaser agrees to indemnify Purchaser Agent in its capacity as such (to the extent not reimbursed by the Obligors and without limiting the obligation of the Obligors to do so), according to its respective Pro Rata Share (in effect on the date on which indemnification is sought under this Section 13.13), from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever that may at any time be imposed on, incurred by or asserted against Purchaser Agent in any way relating to or arising out of, the Notes, this Agreement, any of the other Note Documents or any documents contemplated by or referred to herein or therein or the transactions contemplated hereby or thereby or any action taken or omitted by Purchaser Agent under or in connection with any of the foregoing. The agreements in this Section 13.13 shall survive the payment of the Repayment Amount and all other amounts payable hereunder.

(c) The Person serving as Purchaser Agent hereunder shall have the same rights and powers in its capacity as Purchaser as any other Purchaser and may exercise the same as though it were not Purchaser Agent and the term "Purchaser" shall, unless otherwise expressly indicated or unless the context otherwise requires, include each such Person serving as Purchaser Agent hereunder in its individual capacity.

(d) Purchaser Agent shall have no duties or obligations except those expressly set forth herein and in the other Note Documents. Without limiting the generality of the foregoing, Purchaser Agent shall not:

(i) be subject to any fiduciary or other implied duties, regardless of whether any Default or any Event of Default has occurred and is continuing;

(ii) have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby or by the other Note Documents that Purchaser Agent is required to exercise as directed in writing by any Purchaser;

provided that Purchaser Agent shall not be required to take any action that, in its opinion or the opinion of its counsel, may expose Purchaser Agent to liability or that is contrary to any Note Document or applicable law; and

(iii) except as expressly set forth herein and in the other Note Documents, have any duty to disclose, and Purchaser Agent shall not be liable for the failure to disclose, any information relating to Issuer or any of its Affiliates that is communicated to or obtained by any Person serving as Purchaser Agent or any of its Affiliates in any capacity.

(e) Purchaser Agent shall not be liable for any action taken or not taken by it (i) with the consent or at the request of the Required Purchasers or as Purchaser Agent shall believe in good faith shall be necessary, under the circumstances or (ii) in the absence of its own gross negligence or willful misconduct.

(f) Purchaser Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement or any other Note Document, (ii) the contents of any certificate, report or other document delivered hereunder or thereunder or in connection herewith or therewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein or therein or the occurrence of any Default or Event of Default, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement, any other Note Document or any other agreement, instrument or document or (v) the satisfaction of any condition set forth in Article III or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to Purchaser Agent.

(g) Purchaser Agent may rely, and shall be fully protected in acting, or refraining to act, upon, any resolution, statement, certificate, instrument, opinion, report, notice, request, consent, order, bond or other paper or document that it has no reason to believe to be other than genuine and to have been signed or presented by the proper party or parties or, in the case of cables, telecopies and telexes, to have been sent by the proper party or parties. In the absence of its gross negligence or willful misconduct, Purchaser Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificates or opinions furnished to Purchaser Agent and conforming to the requirements of this Agreement or any of the other Note Documents. Purchaser Agent may consult with counsel, and any opinion or legal advice of such counsel shall be full and complete authorization and protection in respect of any action taken, not taken or suffered by Purchaser Agent hereunder or under any Note Documents in accordance therewith. Purchaser Agent shall have the right at any time to seek instructions concerning the administration of the Collateral from any court of competent jurisdiction. Purchaser Agent shall not be under any obligation to exercise any of the rights or powers granted to Purchaser Agent by this Agreement and the other Note Documents at the request or direction of the Required Purchasers unless Purchaser Agent shall have been provided by the Purchasers with adequate security and indemnity against the costs, expenses and liabilities that may be incurred by it in compliance with such request or direction.

(h) Purchaser Agent may resign at any time by delivering notice of such resignation to the Purchasers and Issuer, effective on the date set forth in such notice or, if no such date is set forth therein, upon the thirtieth (30^{th}) day following the date such notice is delivered. If Purchaser Agent delivers any such notice, or if Purchaser Agent becomes insolvent or bankrupt, the Required Purchasers shall have the right to appoint a successor Purchaser Agent. If, within 30 days after the retiring Purchaser Agent having given notice of resignation, no successor Purchaser Agent has been appointed by the Required Purchasers that has accepted such appointment, then the retiring Purchaser Agent may, on behalf of the Purchasers, appoint a successor Purchaser Agent from among the Purchasers. Each appointment under this Section 13.13(h) shall be subject to the prior consent of Issuer, which may not be unreasonably withheld,

delayed or conditioned but shall not be required during the continuance of an Event of Default. Effective immediately upon its resignation, (i) the retiring Purchaser Agent shall be discharged from its duties and obligations under the Note Documents, (ii) the Purchasers shall assume and perform all of the duties of Purchaser Agent until a successor Purchaser Agent shall have accepted a valid appointment hereunder, (iii) the retiring Purchaser Agent shall no longer have the benefit of any provision of any Note Document other than with respect to any actions taken or omitted to be taken while such retiring Purchaser Agent was, or because such Purchaser Agent had been, validly acting as Purchaser Agent under the Note Documents and (iv) subject to its rights under Section 13.13, the retiring Purchaser Agent shall take such action as may be reasonably necessary to assign to the successor Purchaser Agent its rights as Purchaser Agent under the Note Documents. Effective immediately upon its acceptance of a valid appointment as Purchaser Agent, a successor Purchaser Agent shall succeed to, and become vested with, all the rights, powers, privileges and duties of the retiring Purchaser Agent under the Note Documents.

(i) The Purchasers irrevocably authorize Purchaser Agent, at its option and in its discretion,

(i) to release any Lien on any Collateral granted to or held by Purchaser Agent under any Note Document (i) upon Payment in Full, (ii) that is sold or otherwise disposed of or to be sold or otherwise disposed of as part of or in connection with any sale or other Transfer permitted hereunder, or (iii) as approved in accordance with Section 13.6;

(ii) to subordinate or release any Lien on any property granted to or held by Purchaser Agent under any Note Document to the holder of any Lien on such property that is permitted by clause (d) of the definition of "Permitted Liens";

(iii) to enter into an intercreditor agreement as provided in the definition of Permitted Product Financing or otherwise in connection with any Permitted Product Financing in form and substance satisfactory to Purchaser Agent (such an intercreditor agreement, a "**Permitted Intercreditor Agreement**"), and each Purchaser agrees to be bound by the terms of the Permitted Intercreditor Agreement and such other intercreditor agreement or subordination agreement and directs Purchaser Agent to enter into the Permitted Intercreditor Agreement and such other intercreditor agreement or subordination agreement, in each case, on behalf of the Purchasers and agrees that Purchaser Agent may take such actions on its behalf as is contemplated by the terms of the Permitted Intercreditor Agreement and such other intercreditor agreement or subordination agreement;

(iv) in connection with any license of Intellectual Property by any Obligor permitted hereunder, if reasonably requested by Issuer, to enter into a Non-Disturbance Agreement; and

(v) to release any Guarantor from its obligations under the Guaranty (i) if such Person ceases to be a Subsidiary as a result of a transaction permitted under the Note Documents or (ii) upon Payment in Full.

Section 13.14 Original Issue Discount. Issuer (i) acknowledges that the Purchasers intend to treat the Notes as indebtedness that are treated as contingent payment debt instruments issued for money within the meaning of Treasury Regulation Section 1.1275-4(b) for U.S. federal income tax purposes, (ii) shall upon written request from Purchaser Agent to the Chief Financial Officer of Parent, promptly make available to the Purchasers the issue price, the issue date, the comparable yield and projected payment schedule for each Note issued that is treated as a separate "issue" for tax purposes in accordance with the requirements set forth in Treasury Regulation Section 1.1275-3(b) (provided that Issuer shall consult with the Purchasers in the determination thereof and such determinations shall be reasonably acceptable to the Purchasers) and (iii) shall not take any position inconsistent with such treatment of the Notes in any

communication or agreement with any taxing authority unless required by a final "determination" within the meaning of Section 1313(a) of the Code.

Section 13.15 Tax Treatment. Purchasers and Issuer agree that the Notes shall be treated as debt for United States federal income tax purposes and shall not take any position inconsistent with such tax treatment of the Notes in any communication or agreement with any taxing authority unless required by a final "determination" within the meaning of Section 1313 of the Code.

ARTICLE XIV
TAX

Section 14.1 Withholding and Gross-Up. Notwithstanding anything to the contrary in this Agreement, if any Governmental Authority and/or Requirements of Law requires any Obligor to deduct or withhold any amount from, or any Purchaser to pay any present or future Tax, assessment, or other governmental charge on, any payment to any Purchaser ("**Withholding Payment**"), the Obligors will, in addition to paying the applicable Purchaser such reduced payment, simultaneously pay such Purchaser such additional amounts such that such Purchaser receives the full contractual amount of the applicable payment from the Obligors as if no such Withholding Payment had occurred; provided that, the Obligors shall not be required to pay such additional amounts to a particular Purchaser with respect to any Withholding Payment that is attributable to any Excluded Taxes for the Purchaser. The parties shall discuss and cooperate regarding applicable mechanisms for minimizing such Taxes to the extent possible in compliance with Requirement of Law. The Obligors shall deliver to such Purchaser the original or a certified copy of a receipt issued by any Governmental Authority or other document reasonably evidencing the payment of any withholding Tax on such Purchaser's behalf.

Section 14.2 Reporting and Documentation. If any Purchaser is entitled to an exemption from or reduction of a Withholding Payment with respect to payments made under this Agreement, it shall deliver to Issuer, at the time or times reasonably requested by Issuer, such properly completed and executed documentation reasonably requested by Issuer as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, each Purchaser, if reasonably requested by Issuer, shall deliver such other documentation prescribed by Requirement of Law as will enable the Obligors to determine whether or not such Purchaser is subject to backup withholding or information reporting requirements. Notwithstanding anything to the contrary in the foregoing, the completion, execution and submission of such documentation shall not be required if in such Purchaser's reasonable judgment such completion, execution or submission would subject the Purchaser to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Purchaser and, for clarity, such Purchaser shall be deemed to have complied with its obligations under this Section 14.2 if it has so exercised its reasonable judgment. Each Purchaser agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or notify Issuer in writing of its legal inability to do so, in either case within a reasonable amount of time following Issuer's request for an update.

ARTICLE XV
DEFINITIONS

Section 15.1 Definitions. As used in this Agreement, the following terms have the following meanings:

"**AAV-AIPL1**" means the AAV based gene therapy product known as rAAV8.hRKp.AIPL1, Developed or out-licensed by Parent or a Subsidiary to treat AIPL1 gene-associated inherited retinal

diseases, and any derivative, improvement, enhancement, modification or subsequent iteration of the foregoing.

"**AAV-hAQP1**" means the AAV based gene therapy product known as AAV2-hAQP1, Developed by Parent or a Subsidiary to treat radiation-induced xerostomia and other salivary gland disorders, and any derivative, improvement, enhancement, modification or subsequent iteration of the foregoing.

"**Account**" means any "account" as defined in the UCC with such additions to such term as may hereafter be made, and includes, without limitation, all accounts receivable and other sums owing to any Obligor.

"**Account Debtor**" means any "account debtor" as defined in the UCC with such additions to such term as may hereafter be made.

"**Acquisition**" means (a) any transaction, or any series of related transactions, by which any Person directly or indirectly, by means of a take-over bid, tender offer, amalgamation, merger, purchase of assets or shares or similar transaction having the same effect as any of the foregoing, (i) acquires any business, product, business line or product line, division or unit of operation of any Person, or all or substantially all of the assets of any business, product, business line or product line, division or other unit of operation of any Person, (ii) acquires control of securities of a Person representing more than 50% of the ordinary voting power for the election of directors or other governing body of such Person if the business affairs of such Person are managed by a board of directors or other governing body or (iii) acquires control of more than 50% of the ownership interest in any Person that is not managed by a board of directors or other governing body and (b) any exclusive In-License.

"**Acquisition Cost**" means all consideration paid or payable for an Acquisition (including all milestone, maintenance and/or similar payments, earnouts (whether earned or contingent), deferred purchase price and any other contractual commitment, whether fixed or contingent), but excluding (i) royalties on sales calculated on an arm's-length basis, (ii) future sales-based milestones, (iii) any consideration paid out of proceeds of any concurrent or prior sale of Equity Interests (other than Disqualified Equity Interests) of Parent where such use of proceeds was specifically disclosed to the investors in such offering and (iv) milestones and other contingent payments with respect to any Product that is being acquired pursuant to such Acquisition, provided that such milestones are payable solely at or following receipt of FDA or EMA Marketing Approval for such Product.

"**Adverse Regulatory Event**" means Parent or any Subsidiary has received written notice of any of the following events or circumstances[***].

"**Affiliate**" of any Person means another Person that owns or Controls directly or indirectly such Person, any Person that Controls or is Controlled by or is under common Control with such Person, and each of that Person's senior executive officers, directors, partners and, for any Person that is a limited liability company, that Person's managers and members. For purposes of this definition, "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise, and "Controls", "Controlling" and "Controlled" have meanings correlative thereto.

"**Agreed Security Principles**" means the agreed security principles set forth on Exhibit A-2.

"**Agreement**" is defined in the preamble hereof.

"**ANDA**" means an Abbreviated New Drug Application for marketing approval of a generic drug product pursuant to 21 U.S.C. § 355(j). For the purposes of this agreement only, references to ANDA also include Biosimilar or Interchangeable Biologics License Applications as defined in 42 U.S.C. § 262(k).

[***]

"**Anti-Corruption Laws**" means all laws of any jurisdiction applicable to Parent or any of its Subsidiaries from time to time prohibiting bribery or corruption, including without limitation: (a) legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, 1997; (b) the United Kingdom Bribery Act 2010; (c) the United States Foreign Corrupt Practices Act of 1977, as amended; (d) the Protected Disclosures Act 2014 of Ireland and the Criminal Justice (Corruption Offices) Act 2018 of Ireland; and (e) other similar laws, rules and regulations in other jurisdictions.

"**Anti-Terrorism Laws**" means any laws relating to terrorism or money laundering, including, without limitation, (i) the Money Laundering Control Act of 1986 (e.g., 18 U.S.C. §§ 1956 and 1957), (ii) the Bank Secrecy Act of 1970 (e.g., 31 U.S.C. §§ 5311 – 5330), as amended by the USA PATRIOT Act, (iii) the laws, regulations and executive orders administered by OFAC, (iv) the Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 and implementing regulations by the United States Department of the Treasury, (v) any law prohibiting or directed against terrorist activities or the financing of terrorist activities (e.g., 18 U.S.C. §§ 2339A and 2339B), (vi) any legislation or regulations applicable to any party to the Note Documents and relating to the fight against money laundering for capital arising from drug-trafficking and the activities of criminal organizations and counter-terrorist financing, or (vii) any similar laws enacted in the United States, Cayman Islands, United Kingdom, European Union or any other jurisdictions in which the parties to this agreement operate, and all other present and future legal requirements of any Governmental Authority governing, addressing, relating to, or attempting to eliminate, terrorist acts and acts of war.

"**Approved Fund**" means any (i) investment company, fund, trust, securitization vehicle or conduit that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business or (ii) any Person (other than a natural person) which temporarily warehouses loans for any Purchaser or any entity described in the preceding clause (i) and that, with respect to each of the preceding clauses (i) and (ii), is administered or managed by (a) a Purchaser, (b) an Affiliate of a Purchaser or (c) a Person (other than a natural person) or an Affiliate of a Person (other than a natural person) that administers or manages a Purchaser.

"**Approved Purchaser**" is defined in Section 13.1(a).

"**Books**" means Parent's or any of its Subsidiaries' books and records including ledgers, federal, and state tax returns, records regarding Parent's or its Subsidiaries' assets or liabilities, the Collateral, business operations or financial condition, and all computer programs or storage or any equipment containing such information.

"**Bota-Vec**" means the AAV based gene therapy product known as botaretigene sparoparvovec, Developed by Parent or a Subsidiary to treat RPGR gene-associated X-linked retinitis pigmentosa, and any derivative, improvement, enhancement, modification or subsequent iteration of the foregoing.

"**Bota-Vec Approval**" means that either the EMA or the FDA has granted Marketing Approval for Bota-Vec for the treatment of RPGR gene-associated X-linked retinitis pigmentosa, [***].

"**Bota-Vec Approval Date**" means the date on which Bota-Vec Approval occurs.

"**Business Day**" means any day of the year on which banks are open for business in New York, New York.

"**Cap Adjustment Condition**" means, as of the Test Date, the Total Payments (excluding any Revenue Payments made pursuant to Section 2.2(d)(iv)) equal or exceed [***]% of the aggregate Funded Amount of all Notes as of the Test Date.

"**Cap Amount**" means, as of any date of determination and with respect to any Notes, the amount equal to the Cap Multiplier for such Notes *multiplied by* the Funded Amount for such Notes as of such date.

"**Cap Multiplier**" means:

(a) (i) on or prior to the date that is 24 months after the First Purchase Date or (ii) after the date that the Test Date Condition has been met, so long as the Test Date Condition is met on or prior to the Test Date, [***]; and

(b) if the preceding clause (a) does not apply,

(i) after the date that is 24 months after the First Purchase Date and on or prior to the date that is 36 months after the First Purchase Date, [***];

(ii) after the date that is 36 months after the First Purchase Date and on or prior to the Test Date, [***]; and

(iii) after the Test Date, (x) if the Cap Adjustment Condition is satisfied, [***], and (y) if the Cap Adjustment Condition is not satisfied, (A) on or prior to 96 months after the First Purchase Date, [***] and (B) after 96 months after the First Purchase Date, [***].

"**Capital Lease**" means any lease or similar arrangement which is of a nature that payment obligations of the lessee or obligor thereunder at the time are or should be capitalized and shown as liabilities (other than current liabilities) upon a balance sheet of such lessee or obligor prepared in accordance with GAAP.

"Capital Lease Obligations" means, with respect to any Capital Lease, the amount of the obligation of the lessee thereunder that would, in accordance with GAAP, appear on a balance sheet of such lessee with respect to such Capital Lease.

"**Cash**" means all cash (including foreign currency) and Cash Equivalents.

"**Cash Equivalents**" means (i) securities issued or unconditionally guaranteed or insured by the United States of America or any agency or instrumentality thereof, backed by the full faith and credit of the United States of America and maturing within one year from the date of acquisition, (ii) commercial paper issued by any Person organized under the laws of the United States of America, maturing within 360 days from the date of acquisition and, at the time of acquisition, having a rating of at least A-2 or the equivalent thereof by Standard & Poor's Ratings Services or at least P-2 or the equivalent thereof by Moody's Investors Service, Inc., or F-2 or better by Fitch Investor Services, (iii) time deposits and certificates of deposit maturing within one year from the date of issuance and issued by a bank or trust company organized under the laws of the United States of America (or any state thereof) (A) that has combined capital and surplus of at least $500,000,000 or (B) that has (or is a subsidiary of a bank holding company that has) a long-term unsecured debt rating of at least A or the equivalent thereof by Standard & Poor's Ratings Services or at least A2 or the equivalent thereof by Moody's Investors Service, Inc. or A or better by Fitch Investor

Services, (iv) money market funds that are SEC registered 2a-7 eligible only, have assets in excess of $1,000,000,000, offer a daily purchase/redemption feature and seek to maintain a constant share price; provided that, the Obligors will invest only in 'no-load' funds which have a constant $1.00 net asset value target; and (v) in the case of any Foreign Subsidiary, (i) money market funds that have a minimum daily liquid asset requirement of 25% and minimum weekly liquid asset requirement of 50% of its assets, have a credit rating of AAAm by Standard & Poor's Rating Services or Aaa-mf by Moody's Investor Service, Inc. or AAAmmf by Fitch Investor Services, have assets in excess of $1,000,000,000, offer a daily purchase/redemption feature and seek to maintain a constant share price; provided that, the Obligors will invest only in 'no-load' funds which have a constant $1.00 net asset value target and (ii) marketable direct obligations issued or unconditionally guaranteed by the sovereign nation in which such Foreign Subsidiary is organized and is conducting business or issued by an agency of such sovereign nation and backed by the full faith and credit of such sovereign nation, in each case maturing within one year from the date of acquisition, so long as the indebtedness of such sovereign nation has not less than two of the following ratings: A-1 or higher from Standard & Poor's, A2 or higher from Moody's and A or higher from Fitch or carries an equivalent rating from a comparable foreign rating agency.

"**Cayman Obligor**" means any Obligor incorporated, or formed and registered in, the Cayman Islands.

"**Change of Control**" means:

(a) any "person" or "group" (as such terms are used in Sections 13(d) and 14(d) of the Exchange Act), but excluding any employee benefit plan of Parent or its Subsidiaries (and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan), becoming the "beneficial owner" (as defined in Rules 13d-3 and 13d-5 under the Exchange Act) of more than 50% of the Equity Interests of Parent entitled to vote for members of its board of directors on a fully diluted basis (and taking into account all such securities that such person or group has the right to acquire pursuant to any option right);

(b) a merger or consolidation of Parent with any Person in which the shareholders of Parent immediately prior to such merger or consolidation do not continue to hold immediately following the closing of such merger or consolidation at least 51% of the aggregate ordinary voting power entitled to vote for the election of directors of Parent represented by the issued and outstanding Equity Interests of the entity surviving or resulting from such consolidation; or

(c) the Transfer in one or a series of transactions (whether or not related) of all or substantially all of either (i) the consolidated assets of Parent and its Subsidiaries or (ii) the assets necessary or used for, or otherwise material to [***].

"**Claims**" are defined in Section 13.2.

"**Clinical Trial**" means any clinical or pre-clinical trial or study of a Product conducted by or on behalf of Parent or any of its Subsidiaries.

"**Code**" means the United States Internal Revenue Code of 1986, as amended, or any successor United States federal tax code.

"**Collateral**" means any and all properties, rights and assets of Obligors described on Exhibit A-1.

"**Collateral Account**" means any Deposit Account, Securities Account, or Commodity Account, or any other bank account maintained by any Obligor at any time (other than any Excluded Account).

"**Commercialization**" means any and all activities, other than manufacturing or development, directed to the preparation for sale of, or sale of any Product, including activities related to marketing, promoting, distributing, and importing such Product, and obtaining relevant approvals (including pricing and reimbursement approvals) from, and interacting with, any Regulatory Authority regarding any of the foregoing. When used as a verb, "**to Commercialize**" and "**Commercializing**" means to engage in Commercialization, and "**Commercialized**" has a corresponding meaning.

"**Commercially Reasonable Efforts**" means [***].

"**Commitment**" means, for any Purchaser, the obligation of such Purchaser to purchase Notes, up to the purchase amount shown on Schedule 1.1. "**Commitments**" means the aggregate amount of such commitments of all Purchasers.

"**Commitment Percentage**" is set forth in Schedule 1.1, as amended from time to time.

"**Commitment Termination Date**" means the earliest of (i) (a) with respect to the First Purchase, [***] after the Effective Date, (b) with respect to the Second Purchase, [***] after the Effective Date, (c) with respect to the Third Purchase, [***], (d) with respect to the Fourth Purchase, [***], and (e) with respect to the Fifth Purchase, [***], (ii) the occurrence of a Change of Control, (iii) the payment to the Purchasers of the Repayment Amount, (iv) the Maturity Date, (v) the termination of the Commitments pursuant to Section 9.1, and (vi) the termination of the Revenue Payment Period.

"**Commodity Account**" means any "commodity account" as defined in the UCC with such additions to such term as may hereafter be made.

"**Communication**" is defined in Article X.

"**Competitor**" means, at any time of determination, any operating company (and each Affiliate of such Person where (x) such Affiliate is readily identifiable by name, (y) either (i) such Affiliate is a Subsidiary of such Person or (ii) such Person is a Subsidiary of such Affiliate, and (z) such Affiliate is also an operating company) that is engaged in the same, substantially the same, or similar line of business as Parent and its Subsidiaries as of such time (which, for the avoidance of doubt, shall include the business of manufacturing and/or selling pharmaceutical products).

"**Compliance Certificate**" means that certain certificate in the form attached hereto as Exhibit C.

"**Confidential Information"** means (a) all information disclosed, directly or indirectly, through any means of communication or observation, by or on behalf of the Disclosing Party to the Receiving Party in connection with the transaction contemplated by the Note Documents, that relates to or is derived from the Disclosing Party's business, strategic, marketing or technological affairs, or to any other matter that the Receiving Party is advised or has reason to know is the confidential or proprietary information of the Disclosing Party (including Personal Data), (b) the Note Documents, any amendments or modifications thereto or waivers thereof, and any term sheets, transaction structures, draft agreements, discussions or negotiations relating thereto and (c) all notes, analyses, reports, compilations, forecasts, memoranda, studies or other documents or writings (including emails, text or other instant messages and handwritten documents) based on, containing or relating to any of the foregoing which may be prepared or created by, for or on behalf of the Receiving Party or its Representatives.

"**Contingent Obligation**" means, as to any Person, any obligation, agreement, understanding or arrangement of such person guaranteeing or intended to guarantee any Indebtedness, leases, dividends or other obligations ("**primary obligations**") of any other Person (the "**primary obligor**") in any manner,

whether directly or indirectly, including any obligation of such person, whether or not contingent, (a) to purchase any such primary obligation or any property constituting direct or indirect security therefor; (b) to advance or supply funds (i) for the purchase or payment of any such primary obligation or (ii) to maintain working capital or equity capital of the primary obligor or otherwise to maintain the net worth or solvency of the primary obligor; (c) to purchase property, securities or services primarily for the purpose of assuring the owner of any such primary obligation of the ability of the primary obligor to make payment of such primary obligation; (d) with respect to bankers' acceptances, letters of credit and similar credit arrangements, until a reimbursement obligation arises (which reimbursement obligation shall constitute Indebtedness); or (e) otherwise to assure or hold harmless the holder of such primary obligation against loss in respect thereof; provided, however, that the term "**Contingent Obligation**" does not include endorsements of instruments for deposit or collection in the ordinary course of business, typical contractual indemnities provided in the ordinary course of business or any product warranties. The amount of any Contingent Obligation is deemed to be an amount equal to the stated or determinable amount of the primary obligation in respect of which such Contingent Obligation is made (or, if less, the maximum amount of such primary obligation for which such person may be liable, whether singly or jointly, pursuant to the terms of the instrument evidencing such Contingent Obligation) or, if not stated or determinable, the maximum reasonably anticipated liability in respect thereof (assuming such person is required to perform thereunder) as determined by such person in good faith.

"**Control Agreement**" means any control agreement (or other appropriate instrument), in form and substance reasonably satisfactory to Purchaser Agent, entered into among the depository institution at which any Obligor maintains a Deposit Account or the securities intermediary or commodity intermediary at which any Obligor maintains a Securities Account or a Commodity Account, such Obligor, and Purchaser Agent pursuant to which Purchaser Agent obtains "control" (within the meaning of the UCC or any other perfection regime) for the benefit of the Secured Parties over such Deposit Account, Securities Account, or Commodity Account.

"**Controlled Account**" means a Collateral Account that is subject to a Control Agreement or another instrument in favor of Purchaser Agent, in each case satisfactory to Purchaser Agent in its reasonable discretion, that provides Purchaser Agent with a first priority (subject only to Permitted Liens identified in clause (b), (h) and (n) of the definition thereof) perfected Lien in such Collateral Account.

"**Copyrights**" means any and all copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret.

"**Corporate Benefit Limitations**" means, with respect to any Guaranty or the grant or perfection of any security interest by any Foreign Obligor, any limitations on such Guaranty or such grant or perfection imposed pursuant to the Agreed Security Principles (other than limitations that do not impair the rights and remedies of the Secured Parties more than analogous restrictions imposed under the laws of the United States as reasonably determined by Purchaser Agent).

"**Covered Territory**" means the entire world.

"**Debenture and Guarantee**" means the English law debenture and guarantee made between the applicable Obligors (as chargors) and the Purchaser Agent as security trustee.

"**Deed of Release**" is defined in Section 3.2(e).

"**Default**" means any event that upon the giving of notice, the passage of time or both, would constitute an Event of Default.

"**Default Interest**" is defined in Section 2.3(b).

"**Default Rate**" is defined in Section 2.3(b).

"**Deposit Account**" means any "deposit account" as defined in the UCC with such additions to such term as may hereafter be made.

"**Development**" means all activities related to discovery, research and development of a product, including creation and prosecution of Intellectual Property, pre-clinical and other non-clinical testing, test method development and stability testing, toxicology, formulation, process development, manufacturing scale-up, qualification and validation, quality assurance/quality control, Clinical Trials, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of applications for Regulatory Approval, regulatory affairs with respect to the foregoing and all other activities necessary or reasonably useful or otherwise requested or required by a Regulatory Authority as a condition or in support of obtaining or maintaining a Regulatory Approval for such product. When used as a verb, "**Develop**" means to engage in Development.

"**Development and Commercialization Financing**" means (i) any financing transaction by an Obligor for the purpose of the Development or Commercialization of any Other Product or Other Product platform, (ii) any sale of a synthetic royalty or revenue interest (which may include a guaranteed return for the investor) with respect to any Other Product or Other Product platform; provided that with respect to this clause (ii), the primary Other Product subject to such Development and Commercialization Financing has received Marketing Approval from the FDA and (iii) any Royalty Monetization that does not qualify as a Permitted Product Financing pursuant to clause (a) thereof.

"**Disclosing Party**" is defined in Section 13.9(a).

"**Disputes**" is defined in Section 5.11(e).

"**Disqualified Equity Interest**" means any Equity Interest which, by its terms (or by the terms of any security into which it is convertible or for which it is exchangeable), or upon the happening of any event, (a) matures (excluding any maturity as the result of an optional redemption by the issuer thereof) or is mandatorily redeemable, pursuant to a sinking fund obligation or otherwise, or is redeemable at the option of the holder thereof, in whole or in part, on or prior to 91 days after the Maturity Date (other than solely for (x) Equity Interests that are not Disqualified Equity Interests and (y) cash in lieu of fractional shares), (b) is convertible into or exchangeable (unless at the sole option of the issuer thereof) for (i) debt securities or (ii) any Equity Interests referred to this definition, in each case at any time on or prior to 91 days after the Maturity Date, or (c) contains any repurchase obligation or provides for mandatory distributions which may come into effect prior to Payment in Full; provided, however, that if such Equity Interests are issued pursuant to any plan for the benefit of any employee, director, manager or consultant of Issuer or its Subsidiaries or by any such plan to such employee, director, manager or consultant, such Equity Interests shall not constitute Disqualified Equity Interests because they may be required to be repurchased by Issuer or its Subsidiaries (x) to the extent permitted by clause (c) of the definition of Permitted Distributions, in order to satisfy applicable statutory or regulatory obligations or (y) to the extent permitted by clause (a) of the definition of Permitted Distributions, as a result of the termination, death or disability of such employee, director, manager or consultant.

"**Dollars**," "**dollars**" and "$" each are lawful money of the United States.

"**Effective Date**" is defined in the preamble of this Agreement.

"**Electronic Signature**" means an electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record.

"**Eligible Assignee**" means (i) a Purchaser, (ii) an Affiliate of a Purchaser, (iii) an Approved Fund and (iv) any commercial bank, savings and loan association or savings bank or any other entity which is an "accredited investor" (as defined in Regulation D under the Securities Act of 1933, as amended) and which extends credit or buys loans as one of its businesses, including insurance companies, mutual funds, lease financing companies and commercial finance companies, in each case of this clause (iv), which either (A) has a rating of BBB or higher from Standard & Poor's Rating Group and a rating of Baa2 or higher from Moody's Investors Service, Inc. at the date that it becomes a Purchaser or (B) has total assets in excess of Five Billion Dollars ($5,000,000,000); provided that, notwithstanding the foregoing, "Eligible Assignee" shall not include, unless an Event of Default has occurred and is continuing, any Competitor.

"**EMA**" means the European Medicines Agency or any successor agency thereto.

"**English Law Security Agreement**" means the English law security agreement in respect of the interests held by MeiraGTx UK II Limited in the English Property in the form required by the Purchaser Agent.

"**English Law Share Charge**" means the English law governed share charges in respect of the shares of (A) MeiraGTx Limited, (B) MeiraGTx Ocular UK Limited, (C) MeiraGTx Gene Regulation Limited, (D) MeiraGTx UK Limited, (E) MeiraGTx Manufacturing Limited (to the extent owned by MeiraGTx Limited), (F) MeiraGTx UK II Limited and (G) MeiraGTx Neuro UK Limited, made between the applicable Obligors as chargors and the Purchaser Agent as security trustee.

"**English Property**" means the English leasehold property known as Pharmacy Manufacturing Unit, Britannia Walk, London (N1 7LU) registered at HM Land Registry with title number EGL434767 and located at 92 Britannia Walk, London, United Kingdom.

"**English Property Security Deliverables**" means:

(i) a solicitors' undertaking to be provided by an English firm of solicitors instructed by MeiraGTx UK II Limited in the form reasonably required by the Purchaser Agent in which said English firm shall undertake (with appropriate caveats and qualifications) to, among other things:

(1) submit an application to register the English Law Security Agreement against the title to the English Property at HM Land Registry by submitting HM Land Registry forms AP1, CH2 and RX1 in the form approved by the Purchaser Agent (acting reasonably) in respect of the English Law Security Agreement along with all relevant enclosures (including consent(s) or certificate(s) to charge where applicable) and form DS1 in the form approved by the Purchaser Agent (acting reasonably) in respect of the removal of the Existing Charge against the English Property which are subject to it and all relevant HM Land Registry fees, such application to be submitted within 35 days of the First Purchase Date;

(2) as soon as reasonably practicable, respond to any requisitions raised by HM Land Registry;

(3) as soon as reasonably practicable, inform the Purchaser Agent on completion of said HM Land Registry applications;

(ii) any consent(s) or certificate(s) that are required to register the English Law Security Agreement against the title to the English Property;

(iii) draft HM Land Registry forms AP1, CH2 and RX1 to be reviewed, amended and approved by the Purchaser Agent (acting reasonably) and to be submitted along with all relevant enclosures (including any consent(s) or certificate(s) to charge where applicable) to HM Land Registry within 35 days of the First Purchase Date by MeiraGTx UK II Limited together with any applicable registration fees and provide evidence to the Purchaser Agent that the HM Land Registry applications set out in clause (i) above has been submitted in accordance with clause (i) above;

(iv) serve notices of charge in respect of the English Property in the form required by the Purchaser Agent (acting reasonably) to be served on the relevant landlord of the English Property, together with any relevant registration fee and evidence of service of each such notice within 35 days of the First Purchase Date;

(v) carry out and provide evidence that all necessary steps have been taken to procure the discharge and removal of the Existing Charge from the English Property at HM Land Registry and from Companies House, including (where applicable): (a) completed form DS1 or e-DS1 (or such other form as may be required by HM Land Registry) executed by Perceptive Credit Holdings III, LP (or its authorised representative) in respect of each affected title, and (b) evidence that Companies House form MR04 (satisfaction or release of a charge) has been registered in respect of the Existing Charge;

(vi) make the relevant application and provide evidence that: (a) Companies House form MR01 (particulars of a charge) has been registered in respect of each English Law Security Agreement within 21 days of its creation, and (b) each such filing has been accepted by Companies House and a certificate of registration issued; and

(vii) the results of a HM Land Registry search in favor of the Purchaser Agent on the appropriate form against the title to the English Property and giving not less than 40 days' priority beyond the First Purchase Date, and showing no adverse entries;

provided that, in respect of Purchaser Agent acting reasonably under this definition, any actions or standards taken with respect to the security and deliverables under the Existing Loan Agreement shall be deemed reasonable.

"**Environmental Claims**" means any investigation, notice, notice of violation, claim, action, suit, proceeding, demand, abatement order or other order or directive (conditional or otherwise), by any Governmental Authority or any other Person, arising (i) pursuant to or in connection with any actual or alleged violation of any Environmental Law; (ii) in connection with any Hazardous Material or any actual or alleged Hazardous Materials Activity; or (iii) in connection with any actual or alleged damage, injury, threat or harm to health, safety, natural resources or the environment, arising out of a violation of Environmental Law or any Hazardous Material Activity.

"**Environmental Laws**" means all laws, rules, regulations, codes, ordinances, orders, decrees, judgments, injunctions, notices or binding agreements issued, promulgated or entered into by any Governmental Authority, relating in any way to (i) environmental matters, including those relating to any Hazardous Materials Activity; (ii) the generation, use, storage, transportation or disposal of Hazardous Materials; or (iii) to the extent related to Hazardous Material Activity, occupational safety and health, industrial hygiene, land use or the protection of human, plant or animal health or welfare, in any manner applicable to Parent or any of its Subsidiaries or any Facility.

"**Environmental Liability**" means any liability, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), of any Obligor or any of its Subsidiaries directly or indirectly resulting from or based upon (i) violation of any Environmental Law, (ii) the generation, use, handling, transportation, storage, treatment or disposal of any Hazardous Materials, (iii) exposure to any Hazardous Materials, (iv) the release or threatened release of any Hazardous Materials into the environment or (v) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

"**Equipment**" means all "equipment" as defined in the UCC with such additions to such term as may hereafter be made, and includes without limitation all machinery, fixtures, goods, vehicles (including motor vehicles and trailers), and any interest in any of the foregoing.

"**Equity Interest**" means, with respect to any Person, any and all shares (including any American Depository Shares, each representing one or more of such shares), interests, partnership interests (whether general or limited), membership interests, rights to purchase, warrants, options, participations or other equivalents, including membership interests (however designated, whether voting or nonvoting), of equity of such Person, and any other interest or participation that confers on a Person the right to receive a share of the profits and losses of, or distributions of property of, such Person; provided that Equity Interest shall not include any Permitted Convertible Notes.

"**ERISA**" means the Employee Retirement Income Security Act of 1974, as amended, and its regulations.

"**ERISA Affiliate**" means any Person, trade or business (whether or not incorporated) under common control with Parent within the meaning of Section 414(b) or (c) of the Code (and Sections 414(b), (c), (m) and (o) of the Code for purposes of Section 4001(b) of ERISA).

"**ERISA Event**" means (a) a "reportable event" (as defined in Section 4043(c) of ERISA) with respect to a Pension Plan (other than events for which the 30-day notice period has been waived); (b) the failure by an Obligor or any ERISA Affiliate to meet all applicable requirements under the Pension Funding Rules or the filing of an application for the waiver of the minimum funding standards under the Pension Funding Rules; (c) the incurrence by an Obligor or any ERISA Affiliate of any liability pursuant to Section 4063 or 4064 of ERISA or a cessation of operations with respect to a Pension Plan within the meaning of Section 4062(e) of ERISA; (d) a complete or partial withdrawal by an Obligor or any ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization or insolvent (within the meaning of Title IV of ERISA); (e) the filing of a notice of intent to terminate a Pension Plan under, or the treatment of a Pension Plan amendment as a termination under, Section 4041 of ERISA; (f) the institution by the PBGC of proceedings to terminate a Pension Plan; (g) the occurrence of any event or condition that constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; (h) the determination that any Pension Plan is in at-risk status (within the meaning of Section 430 of the Code or Section 303 of ERISA) or that a Multiemployer Plan is in endangered or critical status (within the meaning of Section 432 of the Code or Section 305 of ERISA); (i) the imposition or incurrence of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA or with respect to the funding and payment of any benefits under any such plan, upon any Obligor or any ERISA Affiliate; (j) the engagement by any Obligor or any ERISA Affiliate in a transaction that is subject to Section 4069 or Section 4212(c) of ERISA; (k) the imposition of a lien upon any Obligor pursuant to Section 430(k) of the Code or Section 303(k) of ERISA; or (l) the making of an amendment to a Pension Plan that could reasonably be expected to result in the posting of bond or security under Section 436(f)(1) of the Code.

"**Event of Default**" is defined in Article VIII.

"**Examiner**" means an examiner or interim manager appointed pursuant to Section 509 of the Irish Companies Act and "examinership" shall be construed accordingly;

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Excluded Accounts**" means, collectively, (a) any Deposit Account of any Obligor that is used exclusively for payroll, payroll taxes and other employee wage and benefit payments to or for the benefit of Parent's or any of its Subsidiaries' employees, which shall in no event hold in the aggregate more than the amount reasonably expected to meet such payroll expenses for the following two payroll cycles, including bonuses and other payments to be paid within the following calendar month, (b) any escrow accounts, Deposit Accounts and trust accounts that are pledged or otherwise encumbered pursuant to Permitted Liens (provided that the aggregate amount of funds in the accounts described in this clause (b) shall not exceed $[***]), (c) any collection or other segregated account required by a Permitted Product Financing that is funded solely with proceeds of net sales of the applicable Other Product(s) or amounts received under the applicable Permitted License(s) to which such Permitted Product Financing relates; provided that the balance of such account may not at any time exceed the accrued amounts based on such net sales or other amounts payable to the counterparty under such Permitted Product Financing (unless any such excess amounts are swept to a Controlled Account on at least a quarterly basis), (d) "zero balance" accounts, (e) other accounts, the cash balance of which such accounts, in the case of this clause (e), does not exceed $[***] individually or $[***] in the aggregate at any time, (f) in respect of MeiraGTx UK II Limited, any account or lockbox established and maintained in connection with any IDA Grant, in an amount not to exceed €[***] in aggregate at any one time and (g) in respect of any UK Obligor, any account for the sole purpose of holding Cash or Cash Equivalents that serves as collateral security under any letter of credit permitted hereunder.

"**Excluded Foreign Subsidiary**" means any Foreign Subsidiary that: (a) does not hold right, title or interest in any material Included Product Intellectual Property (other than with respect to a jurisdiction outside of the United States), (b) does not hold or maintain any material Regulatory Approvals with respect to any Included Product, whether now in effect or hereafter issued by any Regulatory Authority (other than with respect to a jurisdiction outside of the United States), (c) as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.2(a)(i) or Section 6.2(a)(ii), for the period of four consecutive fiscal quarters then ended contributed less than [***]% individually or, together with all other Excluded Foreign Subsidiaries, [***]% (which amount shall increase to [***]% following the satisfaction of the Test Date Condition or payment of the True-Up Payment), of the consolidated net revenue of Parent and its Subsidiaries for such period, and (d) as of the last day of the most recent fiscal quarter for which financial statements have been delivered pursuant to Section 6.2(a)(i) or Section 6.2(a)(ii), for the period of four consecutive fiscal quarters then ended contributed less than [***]% individually or, together with all other Excluded Foreign Subsidiaries, [***]% (which amount shall increase to [***]% following the satisfaction of the Test Date Condition or payment of the True-Up Payment), of the consolidated total assets of Parent and its Subsidiaries at such time.

"**Excluded Subsidiary**" means (a) any Excluded Foreign Subsidiary, (b) any Subsidiary that is prohibited by any Requirement of Law or by any contractual obligation existing on the Effective Date (or, if later, the date of acquisition or formation of such Subsidiary) (provided that such contractual obligation was not entered into in contemplation thereof) from guaranteeing the Obligations or any Subsidiary that would require any Governmental Approval in order to guarantee the Obligations unless such Governmental Approval has been received or can be obtained by the Subsidiary through the use of commercially reasonable efforts, and (c) until the consents have been delivered under Section 3.9(f), MeiraGTx Manufacturing Limited and MeiraGTx UK II Limited, and (d) until the consents have been delivered under both Section 3.9(f) and Section 3.9(g), MeiraGTx Ireland DAC.

"**Excluded Taxes**" means any of the following Taxes imposed on or with respect to any Purchaser or required to be withheld or deducted from a payment to any Purchaser: (a) Taxes imposed on or measured by net income (however denominated), franchise Taxes, and branch profits Taxes, in each case (i) imposed as a result of the Purchaser being organized under the laws of, or having its principal office located in, the jurisdiction imposing such Tax (or any political subdivision thereof) or (ii) that are Other Connection Taxes; (b) Taxes imposed on amounts payable to or for the account of the Purchaser with respect to an applicable interest in the Notes to the extent they are imposed pursuant to a law in effect on the date on which (A) the Purchaser acquires such interest in the Notes or (B) the Purchaser changes its applicable lending office, except in each case to the extent that amounts with respect to such Taxes were payable either to the Purchaser's assignor immediately before such Purchaser became a party hereto or to such Purchaser immediately before it changed its applicable lending office; (c) Taxes attributable to such Purchaser's failure to comply with Section 14.2; (d) Taxes resulting directly from such Purchaser changing its jurisdiction of domicile or form of legal entity; and (e) any withholding Taxes imposed under FATCA. For the purposes of the definition of "Excluded Taxes," the term "Purchaser" includes its successors and assigns pursuant to Section 13.1.

"**Existing Charge**" means the charge dated August 2, 2022 made between MeiraGTx UK II Limited and MeiraGTx Ireland Designated Activity Company as borrowers and Perceptive Credit Holdings III, LP as lender.

"**Existing Loan Agreement**" means that certain Amended and Restated Notes Purchase Agreement and Guaranty, dated as of August 2, 2022, among Parent, as the borrower, the Subsidiary Guarantors from time to time party thereto, the Noteholders party from time to time party thereto, and Perceptive Credit Holdings III, L.P., as administrative agent, as amended and restated on December 19, 2022.

"**Facility**" means any real property (including all buildings, fixtures or other improvements located thereon) now, hereafter or heretofore owned, leased, operated or used by any Obligor or any of its Subsidiaries.

"**Fair Market Value**" means the value that would be paid by a willing buyer to an unaffiliated willing seller in a transaction not involving distress or necessity of either party, determined in good faith by the board of directors of Parent.

"**FATCA**" means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the Code.

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

"**Fifth Purchase**" is defined in Section 2.1(e).

"**Fifth Purchase Date**" means each Purchase Date in respect of the Fifth Purchase.

"**First Purchase**" is defined in Section 2.1(a).

"**First Purchase Date**" means the Purchase Date in respect of the First Purchase.

"**Foreign Collateral Documents**" means (i) the English Law Security Agreement, (ii) each English Law Share Charge, (iii) the Debenture and Guarantee, (iv) the Irish Security Agreement, (v) the Irish Share Charge, and (vi) any other security document evidencing or creating a Lien over any asset to secure any obligation of the Issuer or any Guarantor to the Secured Parties under the Note Documents.

"**Foreign Obligor**" means Parent and any Foreign Subsidiary that is an Obligor.

"**Foreign Plan**" means any employee pension benefit plan, program, policy, arrangement or agreement maintained or contributed to by Parent or any Subsidiary with respect to employees employed outside the United States (other than any governmental arrangement).

"**Foreign Subsidiary**" means any Subsidiary of Parent that is not an entity organized under the laws of the United States or any state or territory thereof.

"**Fourth Purchase**" is defined in Section 2.1(d).

"**Fourth Purchase Date**" means each Purchase Date in respect of the Fourth Purchase.

"**Full Guarantor**" means any Guarantor that is not a Limited Guarantor.

"**Funded Amount**" means, as of any date of determination and with respect to any Notes, the aggregate purchase price paid by the Purchasers for such Notes during the life of this Agreement *minus* the aggregate of all Principal Deduction Payments indefeasibly paid in cash by Issuer and actually received by the Purchasers in respect of such Notes prior to such date.

"**GAAP**" means generally accepted accounting principles as in effect in the United States of America on the Effective Date (except as expressly provided in the first paragraph of Article I).

"**GDPR**" is defined in the definition of "Privacy Laws."

"**General Intangibles**" means all "general intangibles" as defined in the UCC in effect on the Effective Date with such additions to such term as may hereafter be made, and includes without limitation, all copyright rights, copyright applications, copyright registrations and like protections in each work of authorship and derivative work, whether published or unpublished, any patents, trademarks, service marks and, to the extent permitted under applicable law, any applications therefor, whether registered or not, any trade secret rights, including any rights to unpatented inventions, payment intangibles, royalties, contract rights, goodwill, franchise agreements, purchase orders, customer lists, route lists, telephone numbers, domain names, claims, income and other tax refunds, security and other deposits, options to purchase or sell real or personal property, rights in all litigation presently or hereafter pending (whether in contract, tort or otherwise), insurance policies (including without limitation key man, property damage, and business interruption insurance), payments of insurance and rights to payment of any kind.

"**Governmental Approval**" means any consent, authorization, approval, clearance, order, license, franchise, permit, certificate, accreditation, registration, filing or notice, of, including any Regulatory Approval, issued by, from or to, or other act by or in respect of, any Governmental Authority (including, without limitation, the FDA, the EMA, the MHRA, the PMDA and any similar state or foreign Governmental Authority).

"**Governmental Authority**" means any government, court, regulatory or administrative agency, body or commission, or other governmental authority, agency or instrumentality, whether foreign, federal, national, state or other political subdivision, local or supranational (domestic or foreign), or other entity

exercising executive, legislative, judicial, taxing, regulatory or administrative functions of or pertaining to government, including any central bank, securities exchange or self-regulatory organization, including any Regulatory Authority.

"**Guarantee Assumption Agreement**" means a Guarantee Assumption Agreement substantially in the form of Exhibit F by a Person that, pursuant to Section 6.11, is required to become a "Guarantor" hereunder; provided that any Guarantee Assumption Agreement by a Foreign Subsidiary shall be subject to the Agreed Security Principles.

"**Guaranteed Obligations**" is defined in Section 12.1.

"**Guarantor**" means each Person that is a guarantor of the Obligations under a Guaranty, including, without limitation, a Person that becomes a guarantor pursuant to a Guarantee Assumption Agreement. As of the Effective Date, the Guarantors are set forth on Schedule 15.1(a).

"**Guaranty**" means the guaranty set forth in Article XII and/or any guarantee of all or any part of the Obligations in form and substance satisfactory to Purchaser Agent, as the same may from time to time be amended, restated, modified or otherwise supplemented.

"**Hazardous Materials**" means any chemical, material or substance, exposure to which is prohibited, limited or regulated by any Governmental Authority or which may or would reasonably be expected to pose a hazard to the health and safety of the owners, occupants or any Persons in the vicinity of any Facility or to the indoor or outdoor environment.

"**Hazardous Materials Activity**" means any past, current, proposed or threatened activity, event or occurrence involving any Hazardous Materials, including the use, manufacture, possession, storage, holding, presence, existence, location, release, threatened release, discharge, placement, generation, transportation, processing, construction, treatment, abatement, removal, remediation, disposal, disposition or handling of any Hazardous Materials, and any corrective action or response action with respect to any of the foregoing.

"**Healthcare Laws**" is defined in Section 5.6(f).

"**HIPAA**" is defined in Section 5.6(f).

"**IDA Grant**" means the transactions and grant awarded by the Industrial Development Agency (Ireland) ("**IDA**") to MeiraGTx Ireland DAC pursuant to the IDA Grant Agreement.

"**IDA Grant Agreement**" means the IDA Grant Agreement, dated as of August 27, 2021, by and between the Industrial Development Agency (Ireland) and MeiraGTx Ireland DAC, as amended, restated, supplemented or otherwise modified from time to time.

"**Included Products**" means (a) AAV-AIPL1, (b) AAV-hAQP1, (c) Bota-Vec, (d) any follow-on or cannibalizing products of any of the foregoing described in clause (a), (b), or (c) to which Parent or any of its Subsidiaries has rights or (e) any derivative, improvement, enhancement, modification or subsequent iteration of any of the foregoing described in clause (a), (b), (c) or (d), in each case whether used as a single agent or in combination with other therapeutically active components.

"**Included Product Intellectual Property**" means all Intellectual Property that is necessary for, or otherwise used in and material to, the Development, Commercialization, and/or Manufacture, or other

exploitation, of any Included Product, which shall initially include, without limitation, the Patents identified in Schedule 5.11(a).

"**In-License**" means any license or other agreement between Parent or any of its Subsidiaries and any Third Party pursuant to which Parent or such Subsidiary obtains a license or sublicense of, covenant not to sue under, or other similar rights to, any Intellectual Property of such Third Party (other than off-the-shelf software licenses and non-exclusive licenses of Intellectual Property that does not constitute Included Product Intellectual Property).

"**Indebtedness**" of any Person means, without duplication, (a) all obligations of such person for borrowed money or advances; (b) all obligations of such person evidenced by bonds, debentures, notes or similar instruments; (c) all obligations of such person under conditional sale or other title retention agreements relating to property purchased by such person; (d) all obligations of such person issued or assumed as the deferred purchase price of property or services (excluding trade accounts payable, accrued obligations incurred in the ordinary course of business on normal trade terms and not overdue by more than [***]); (e) all Indebtedness of others secured by any Lien on property owned or acquired by such person, whether or not the obligations secured thereby have been assumed, but limited to the Fair Market Value of such property; (f) all Capital Lease Obligations and synthetic lease obligations of such person; (g) all liability or obligations of such Person in respect of hedging agreements and other derivative contracts (for the net amount owed by such Person thereunder), (h) all Contingent Obligations of such Person; (i) all liability and obligations of such Person under guaranteed minimum purchase, take or pay or similar performance requirement contracts, (j) all liability and obligations under receivables factoring, receivable sales or similar transactions or arising under revenue interest agreements, royalty financing agreements or similar financings, (k) all liability and obligations for milestone payments, royalty payments, license payments and similar payments pursuant to any license agreement, research and development agreement, collaboration or development agreement or merger or acquisition agreement (other than obligations to make royalty and sales-based and other customary milestone payments, and to pay license fees, pursuant to non-exclusive in-licenses in the ordinary course), and (l) Disqualified Equity Interests. The Indebtedness of any Person shall include the Indebtedness of any other entity (including any partnership in which such Person is a general partner) to the extent such Person is liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except (other than in the case of general partner liability) to the extent that terms of such Indebtedness expressly provide that such Person is not liable therefor. The amount of Indebtedness of any Person for purposes of clause (e) above shall (unless such Indebtedness has been assumed by such Person) be deemed to be equal to the lesser of (i) the aggregate unpaid amount of such Indebtedness and (ii) (X), in the case of Parent or any Subsidiary, the Fair Market Value of the property encumbered thereby, and (Y) in the case of any other Person, the Fair Market Value of the property encumbered thereby as determined by such Person in good faith. Notwithstanding anything herein to the contrary, Indebtedness shall not include (i) prepaid or deferred revenue arising in the ordinary course of business, (ii) endorsements of instruments for collection in the ordinary course of business, (iii) obligations in respect of any Permitted Bond Hedge Transaction or Permitted Warrant Transaction, and (iv) deferred compensation and severance, pension, health and welfare retirement and equivalent benefits or any deferred obligations incurred under ERISA.

"**Insolvency Proceeding**" means:

(a) any proceeding by or against any Person under the United States Bankruptcy Code, or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, or proceedings seeking reorganization, arrangement, or other relief; and

(b) without limitation of the preceding clause (a), with respect to any Foreign Obligor or any Foreign Subsidiary, any other proceeding or step by or against or in respect of any Person or any other bankruptcy or insolvency law, including assignments for the benefit of creditors, compositions, extensions generally with its creditors, liquidation, receivership, examinership, dissolution, rescue process or proceedings seeking reorganization, arrangement, or other relief of any applicable jurisdictions from time to time (including, but not limited to, the UK Insolvency Act).

"**Insolvent**" means not Solvent.

"**Intellectual Property**" means all intellectual property and other proprietary rights worldwide of any kind or nature, whether registered or unregistered and whether registrable or not, protected, created or arising under any law, including any and all rights in: proprietary information; technical data; laboratory notebooks; clinical data; priority rights; trade secrets; know-how; confidential information; inventions (whether patentable or unpatentable and whether or not reduced to practice or claimed in a pending patent application); Patents; Trademarks, trade names, service marks, trade dress, logos, slogans, including all goodwill associated therewith; domain names; Copyrights and all applications thereof; and all rights in works of authorship of any type, in all forms or media, designs rights, registered designs, database rights and rights in compilations of data.

"**Intellectual Property Updates**" means a summary of any new Patents, trademarks or copyrights issued or patent, trademark or copyright applications filed, amended or supplemented, by Parent or any Subsidiary, in each case constituting Included Product Intellectual Property (in form sufficient to allow Purchaser Agent to prepare appropriate filings in respect thereof to protect its Liens thereon), together with a summary of any material information or developments with respect to the Material Patents.

"**Intercompany Subordination Agreement**" means the intercompany subordination agreement substantially in the form of Exhibit E.

"**Inventory**" means all "inventory" as defined in the UCC in effect on the date hereof with such additions to such term as may hereafter be made, and includes without limitation all merchandise, raw materials, parts, supplies, packing and shipping materials, work in process and finished products, including without limitation such inventory as is temporarily out of any Person's custody or possession or in transit and including any returned goods and any documents of title representing any of the above.

"**Investment**" means (a) any beneficial ownership interest in any Person (including Equity Interests or other securities), (b) any loan, advance, extension of credit, capital contribution or similar payment to any Person, (c) the incurrence of any Contingent Obligation or the assumption of any liabilities of any other Person, (d) any Acquisition, (e) the purchase or ownership of any futures contract or liability for the purchase or sale of currency or other commodities at a future date in the nature of a futures contract, and (f) any investment in any other items that are or would be classified as investments on a balance sheet of such Person prepared in accordance with GAAP. The amount of any Investment shall be the original cost of such Investment plus the cost of all additions thereto, less the amount of Cash or the Fair Market Value of any other property received, returned or repaid as a result of dispositions, distributions or liquidations of all or a portion of such Investment, without any adjustments for increases or decreases in value, or write-ups, write-downs or write-offs with respect to such Investment.

"**Involuntary Disposition**" means, with respect to any property or assets of the Obligors or their Subsidiaries, any of the following: (a) any loss, destruction or damage of such property or assets or (b) any condemnation, seizure, or taking, by exercise of the power of eminent domain or otherwise, of such property or assets, or confiscation of such property or assets or the requisition of the use of such property or assets.

"**Irish Companies Act**" means the Companies Act 2014 of Ireland.

"**Irish Deed of Release**" means the Irish law deed of release releasing: MeiraGTx Ireland DAC from the obligations it assumed under the Irish Security Agreement dated 2 August 2022 made between MeiraGTx Ireland DAC as Chargor and Perceptive Credit Holdings III, LP as Administrative Agent; and MeiraGTx Limited from the obligations it assumed under the Irish Share Charge dated 2 August 2022 made between MeiraGTx Limited as Chargor and Perceptive Credit Holdings III, LP as Administrative Agent.

"**Irish Obligor**" means each Guarantor organized under the laws of Ireland.

"**Irish Obligor Certifications**" means a certificate of a director of MeiraGTx Ireland DAC certifying that:

(i) attached thereto is a true and complete copy of the Operating Documents or other equivalent constituent and governing documents, including all amendments thereto, as applicable, of MeiraGTx Ireland DAC, as amended through the date of such certificate;

(ii) attached thereto is a true and complete copy of resolutions duly adopted by the Board of Directors (or equivalent governing body) of MeiraGTx Ireland DAC, in each case authorising the execution, delivery and performance of the Note Documents to which MeiraGTx Ireland DAC is a party and that such resolutions have not been modified, rescinded or amended and remain in full force and effect as of the date of such certificate;

(iii) the entry into and performance by MeiraGTx Ireland DAC of the Note Documents is not prohibited and will not breach Section 239 of the Irish Companies Act and will not constitute unlawful financial assistance within the meaning of and is not prohibited by, Section 82 of the Irish Companies Act;

(iv) attached thereto is the specimen signature of each officer or authorised signatory (including, for the avoidance of doubt, the name and title of each such Person) executing any document delivered in connection with this Agreement on behalf of MeiraGTx Ireland DAC; and

(v) guaranteeing or securing, as appropriate, the Obligations (including, for the avoidance of doubt, the obligations guaranteed and secured by MeiraGTx Ireland DAC under the Guarantee Assumption Agreement referenced at section 3.9(d)(i) of this Agreement and the Irish Security Agreement) would not cause any guarantee, security or similar limit binding on it to be exceeded.

"**Irish Property**" means the interest held by MeiraGTx Ireland DAC in the real property located at Buildings 2 & 3, Block K, Shannon Free Zone, Shannon, Co. Clare.

"**Irish Security Agreement**" means the Irish law debenture to be executed and delivered by the applicable Irish Obligor and the Purchaser Agent.

"**Irish Security Deliverables**" means the following:

(i) an agreed form C1 template in respect of the Irish registrable security created by MeiraGTx Ireland DAC under the Irish Security Agreement;

(ii) an agreed form section 1001 notification in respect of the fixed charges created over the book debts of MeiraGTx Ireland DAC under the Irish Security Agreement;

(iii) section 409 authorisation letter signed by MeiraGTx Ireland DAC;

(iv) any notices or documents required to be given or executed under the terms of the Irish Security Agreement and/ or the Irish Share Charge and/ or for the purposes of perfecting the security interests created thereunder including, for the avoidance of doubt, letter of authority, irrevocable proxy, dividend mandate, stock transfer form, share certificate and certified copy share register in each case to the extent required to then be delivered pursuant to the terms of the Irish Security Agreement and/ or the Irish Share Charge;

(v) all title documents relating to the Irish Property, or an acceptable undertaking to hold the same to the order of the Purchaser Agent;

(vi) a certificate of title in a form reasonably acceptable to the Purchaser Agent in relation to the Irish Property addressed to the Purchaser Agent;

(vii) an overview report prepared by Arthur Cox LLP on the certificate of title addressed to the Purchaser Agent;

(viii) Tailte Éireann Form 52 executed by MeiraGTx Ireland DAC in relation to the charging of the Irish Property in favour of the Purchaser Agent, accompanied by payment of the applicable fees or an acceptable undertaking in relation to the same;

(ix) if the Form 52 is signed by way of power of attorney, a legal certificate from A&L Goodbody LLP addressed to Tailte Éireann confirming that they reviewed and discussed the original power of attorney with the donee prior to execution of the Form 52 and that the donee confirmed they are the party named in the power of attorney, that the power of attorney was in force at the date of execution of the Form 52 and that the donee was acting within the powers granted in the power of attorney in executing the Form 52;

(x) if the Form 52 is signed by way of power of attorney, an original certified copy of that power of attorney;

(xi) copies of all authorisations required in connection with the charging of the Irish Property in favour of the Purchaser Agent;

(xii) (if applicable) family law declaration of MeiraGTx Ireland DAC with respect to the Irish Property and the security to be granted in respect of it under the Irish Security Agreement;

(xiii) Section 72 declaration of MeiraGTx Ireland DAC with respect to the Irish Property (where applicable);

(xiv) Statutory declaration of MeiraGTx Ireland DAC regarding the payment or non demand of ground rent and compliance with headlease covenants for the Irish Property;

(xv) agreed form letters from MeiraGTx Ireland DAC and A&L Goodbody LLP undertaking to complete all relevant stamping and title registration tasks and to assist with queries raised by Tailte Éireann in relation to the registration of the Irish Security Agreement and the security created over the Irish Property therein;

(xvi) a letter of irrevocable instruction from MeiraGTx Ireland DAC to A&L Goodbody LLP in respect of the stamping and registration tasks letter to be provided by A&L Goodbody LLP;

(xvii) a letter to associate from A&L Goodbody LLP confirming that the Purchaser Agent's charge in respect of the Irish Property may be lodged for registration in association with any pending title registration applications;

(xviii) a title indemnity policy or policies in a form and with a limit of liability satisfactory to the Purchaser Agent (acting reasonably) in respect of any defects on title or confirmation to the satisfaction of the Purchaser Agent (acting reasonably) that such a policy or policies is already in place;

(xix) searches against MeiraGTx Ireland DAC at the Irish Companies Registration Office (including Disqualified/Restricted Persons searches), at the High Court Central Office (including searching the Index of Petitions and Winding Up Notices maintained in the Central Office of the High Court) and at the High Court Judgments Office together with explanations, reasonably satisfactory to the Purchaser Agent, for all acts appearing on such searches;

(xx) evidence that all security (other than that to be created under the Irish Security Agreement) affecting MeiraGTx Ireland DAC's interests in the Irish Property (if any) has been, or will be, discharged; and

(xxi) any other documents, forms, deeds, agreements, certificates, notices, declarations, reports, or evidence which may be required by the Purchaser Agent, in a form acceptable to it (acting reasonably) arising out of any disclosures made in the certificate of title referred to at (vi) above;

provided that, in respect of Purchaser Agent acting reasonably under this definition, any actions or standards taken with respect to the security and deliverables under the Existing Loan Agreement shall be deemed reasonable.

"**Irish Share Charge**" means an Irish law share charge in respect of the shares of each Subsidiary organized under the laws of Ireland made between the applicable Guarantor as chargor and the Purchaser Agent as security trustee.

"**IRS**" means the United States Internal Revenue Service.

"**Issuer**" is defined in the preamble hereof.

"**License Agreement**" means any existing or future license, commercialization, co-promotion, collaboration, distribution, manufacturing, marketing or partnering agreement entered into before or during the term of this Agreement by Parent or any of its Subsidiaries that grants a license, covenants not to sue, or other similar rights with respect to any Included Product Intellectual Property.

"**Licensees**" means, collectively, the licensees and any sublicensees under any License Agreement; each a "**Licensee**".

"**Lien**" means a claim, mortgage, deed of trust, levy, charge, pledge, security interest, or other encumbrance of any kind, whether voluntarily incurred or arising by operation of law or otherwise against any property.

"**Lilly License Agreement**" means that certain Strategic Collaboration and License Agreement, dated as of November 7, 2025, among Eli Lilly and Company ("Lilly"), MeiraGTx Ocular UK Limited, MeiraGTx Limited and MeiraGTx UK II Limited.

"**Limited Guarantor**" means any Guarantor whose Guaranteed Obligations, or the grant or perfection of a security interest in whose assets, are limited by Corporate Benefit Limitations. The parties agree that as of the Effective Date, Obligors organized under the laws of Ireland, the Cayman Islands and the United Kingdom (as such laws are in effect as of the Effective Date) are not Limited Guarantors.

"**Manufacture**" and "**Manufacturing**" means all activities related to the supply, production, manufacture, processing, filling, finishing, packaging, labeling, shipping, and holding of any product, or any intermediate thereof, including process development, process qualification and validation, scale-up, pre-clinical, clinical and commercial manufacture and analytic development, product characterization, stability testing, quality assurance, and quality control.

"**Margin Stock**" means "margin stock" as such term is defined in Regulation T, U, or X of the Board of Governors of the Federal Reserve System.

"**Market Capitalization**" means, as at any date of determination, the product of (x) the number of issued and outstanding shares of Parent's shares on such date *multiplied by* (y) the closing price per share of such shares on such date on the principal stock exchange on which such shares are then listed, traded and quoted.

"**Marketing Approval**" means, with respect to any Product in any country or region, approval (accelerated or otherwise) from the applicable Regulatory Authority sufficient for the promotion and sale of such Product in such jurisdiction in accordance with applicable law, including, without limitation, the approval by the FDA of a U.S. New Drug Application or Biologics License Application for such Product.

"**Material Adverse Change**" means [***].

"**Material Agreement**" means: (a) any In-License or any License Agreement, in each case relating and material to the Development, Commercialization or Manufacturing of any Included Product; (b) any other agreement of Parent or its Subsidiaries relating to any Material Patent or any Included Product for which breach, non-performance or failure to renew by Parent or its Subsidiaries or the respective counterparty could reasonably be expected to result in a Material Adverse Change.

"**Material Patents**" is defined in Section 5.11(c).

"**Material Real Property**" means any individual real property that is owned in fee by the Issuer or any Guarantor with a Fair Market Value in excess of $[***].

"**Maturity Date**" means the 10th anniversary of the Effective Date.

"**MHRA**" means the Medicines and Healthcare products Regulatory Agency in the United Kingdom or any successor agency thereto.

"**Milestone**" means the occurrence of the first Marketing Approval by the FDA, MHRA or EMA of any Product (including any Product that is subject to a Permitted License described in clause (a)(II) of the definition thereof or that was previously Transferred in compliance with Section 7.1(n) or (o)).

"**Milestone Payment**" is defined in Section 2.2(e).

"**Milestone Payment Amount**" means, as of the date of the occurrence of the Milestone, a payment equal to [***]% of the aggregate Funded Amount of all Notes as of such date.

"**MNPI Notice**" is defined in Section 6.2(g).

"**MNPI Notice Period**" means any period designated as such by Purchaser Agent by written notice to the Obligors. Each MNPI Notice Period will commence on the Business Day immediately following Purchaser Agent's written notice to the Obligors of such MNPI Notice Period (or any later date specified by Purchaser Agent in such notice), and will end immediately upon written notice from Purchaser Agent to the Obligors that such MNPI Notice Period is terminated.

"**Multiemployer Plan**" means any employee benefit plan of the type described in Section 4001(a)(3) of ERISA, to which any Obligor or any ERISA Affiliate makes or is obligated to make contributions, during the preceding five plan years has made or been obligated to make contributions, or has any liability.

"**Multiple Employer Plan**" means a Plan with respect to which any Obligor or any ERISA Affiliate is a contributing sponsor, and that has two or more contributing sponsors at least two of whom are not under common control, as such a plan is described in Section 4064 of ERISA.

"**Net Sales**" means, for any relevant fiscal period, the aggregate gross invoiced sales prices from sale or disposition of Included Products by Issuer, any Affiliate and any Licensee (other than distributors) to Third Parties (including distributors), less the following deductions without duplication, but solely to the extent included in the gross amount invoiced with respect to such sale or disposition of Included Products and to the extent such deductions are in accordance with GAAP:

(a) trade, quantity and cash discounts, credits or allowances actually given;

(b) allowances for returns or rejections (due to spoilage, damage, expiration of useful life or otherwise);

(c) freight and insurance, if separately identified on the invoice;

(d) mandatory discounts or rebates imposed by any Governmental Authority against Issuer, any Affiliate or any Licensee, as applicable, including any claw-backs or similar pharmaceutical taxes directly related to an Included Product and paid directly by Issuer, such Affiliate or such Licensee, as applicable, or, in the case of claw-backs related to aggregate sales of Issuer, such Affiliate or such Licensee, as applicable, such portion of the claw-back as shall be reasonably determined by Issuer, such Affiliate or such Licensee, as applicable, based on the proportion between the share of Net Sales hereunder and aggregate sales of Issuer, such Affiliate or such Licensee, as applicable;

(e) Third Party rebates, chargebacks, hospital buying group/group purchasing organization administration fees or managed care organization rebates actually given;

(f) rebates and similar payments made with respect to sales paid for by any Governmental Authority or Regulatory Authority such as federal or state Medicaid, Medicare or similar state program;

(g) value-added tax, sales, use or turnover taxes, excise taxes and customs duties assessed by Governmental Authorities on the sale of any Included Product; and

(h) retroactive price reductions or billing corrections.

For purposes of this definition:

(i) In the case of any sale or other disposal for value, such as barter or counter-trade, of any Included Product, or part thereof, other than in an arm's length transaction exclusively for cash, Net Sales shall be calculated as above on the value of the non-cash consideration received or the fair market price (if higher) of such Included Product in the country of sale or disposal, as determined in accordance with GAAP;

(ii) Sales of Included Products between Issuer, any Affiliate and/or any Licensee (other than distributors) for resale shall be excluded from the computation of Net Sales, provided that the subsequent resales of Included Products to a Third Party are included in the computation of Net Sales;

(iii) The Transfer, disposal or use of Included Products, without consideration, for marketing, regulatory, development or charitable purposes, such as clinical trials, compassionate use, named patient use, or indigent patient programs shall not be deemed a sale hereunder; and

(iv) In no event shall Net Sales for any period be less than worldwide net sales for the Included Products for such period used in the calculation of net revenue for the Included Products as reported in Parent's and Licensee's financial statements.

"**Non-Disturbance Agreement**" is defined in Section 4.1.

"**Note Documents**" means, collectively, this Agreement, the Notes, the Securities Purchase Agreement, the Foreign Collateral Documents, any mortgages, deeds of trust or deeds to secure debt that encumbers real property, any security agreements, each Guaranty, each Control Agreement, the Intercompany Subordination Agreement, the Perfection Certificate, each Compliance Certificate, each Purchase Notice, any Permitted Intercreditor Agreement and any subordination agreements, notes or guaranties executed by Issuer or any other Obligor and any other present or future agreement entered into by Issuer, any Guarantor or any other Person, in each case, for the benefit of the Secured Parties in connection with this Agreement; all as amended, restated, or otherwise modified.

"**Note Record**" means a record maintained by each Purchaser with respect to the outstanding Obligations owed by Issuer to Purchaser and credits made thereto.

"**Notes**" means the senior secured notes issued from time to time pursuant to this Agreement, which entitle the Purchasers to receive Revenue Payments, Milestone Payments, the True-Up Payment, and the Repayment Amount pursuant to this Agreement.

"**Obligations**" means, with respect to any Obligor, all amounts, obligations, liabilities, covenants and duties of every type and description owing by such Obligor to Purchaser Agent or any Purchaser, any other indemnitee hereunder or any participant, arising out of, under, or in connection with, any Note Document (other than the Securities Purchase Agreement), whether direct or indirect (regardless of whether acquired by assignment), absolute or contingent, due or to become due, whether liquidated or not, now existing or hereafter arising and however acquired, and whether or not evidenced by any instrument or for the payment of money, including, without duplication, (i) all Revenue Payments, all Milestone Payments, any True-Up Payment and the Repayment Amount, whether or not accruing after the filing of any petition in bankruptcy or after the commencement of any insolvency, reorganization, examinership, liquidation or rescue process or similar proceeding, and whether or not a claim for post-filing or post-petition interest is allowed in any such proceeding and (ii) all other documented out-of-pocket fees, expenses (including

documented fees, charges and disbursement of outside counsel), interest, commissions, charges, costs, disbursements, indemnities and reimbursement of amounts paid and other sums chargeable to such Obligor under any Note Document. Unless the context otherwise requires, all references herein to Obligations refers to the Obligations of all of the Obligors.

"**Obligors**" means, collectively, Issuer and the Guarantors.

"**OFAC**" means the U.S. Department of Treasury Office of Foreign Assets Control.

"**Operating Documents**" means, for any Person, such Person's formation documents, and, (a) if such Person is a corporation or private limited company, its constitutional documents, any change of name certificates or bylaws in current form, (b) if such Person is a limited liability company or an exempted company, its certificate of incorporation, memorandum and articles of association, any change of name certificates, constitution, limited liability company agreement or operating agreement (or similar agreement), and (c) if such Person is a partnership, its partnership agreement (or similar agreement), each of the foregoing with all current amendments or modifications thereto.

"**Other Connection Taxes**" means, with respect to any Purchaser, Taxes imposed as a result of a present or former connection between such Purchaser and the jurisdiction imposing such Tax (other than connections arising from such Purchaser having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to, or enforced this Agreement).

"**Other Product**" means any Product other than the Included Products.

"**Other Product Assets**" means, with respect to any Other Product, assets that (i) do not constitute Collateral, and (ii) are used or reasonably useful for, or otherwise material to, the Development, Commercialization, and/or Manufacture, or other exploitation, of such Other Product.

"**Parent**" is defined in the preamble hereof.

"**Patents**" means all patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, revisions, extensions and continuations-in-part of the same and including all foreign equivalents.

"**Payment Date**" means each March 31, June 30, September 30 and December 31, commencing on the first such date to occur following the First Purchase Date.

"**Payment in Full**" means (i) the termination of the Revenue Payment Period, (ii) all Obligations of the Obligors (other than inchoate indemnity or reimbursement obligations for which no claim has been made) have been fully and indefeasibly repaid in cash, and (iii) all Commitments have been terminated.

"**PBGC**" means the Pension Benefit Guaranty Corporation.

"**Pension Act**" means the Pension Protection Act of 2006.

"**Pension Funding Rules**" means the rules of the Code and ERISA regarding minimum funding standards and minimum required contributions (including any installment payment thereof) to Pension Plans and Multiemployer Plans and set forth in, with respect to plan years ending prior to the effective date of the Pension Act, Section 412 of the Code and Section 302 of ERISA, each as in effect prior to the Pension

Act and, thereafter, Sections 412, 430, 431, 432 and 436 of the Code and Sections 302, 303, 304 and 305 of ERISA.

"**Pension Plan**" means any employee pension benefit plan (including a Multiple Employer Plan, but excluding a Multiemployer Plan) that is maintained or is contributed to by any Obligor or any ERISA Affiliate and is either covered by Title IV of ERISA or is subject to the minimum funding standards under Section 412 of the Code.

"**Perfection Certificate**" is defined in Section 5.1.

"**Permitted Acquisition**" means an Acquisition to the extent that each of the following conditions shall have been satisfied:

(a) immediately prior to, and after giving effect thereto, no Event of Default shall have occurred and be continuing or would result therefrom;

(b) all transactions in connection therewith shall be consummated, in all material respects, in accordance with applicable law;

(c) in the case of the purchase or other acquisition of Equity Interests, all Persons whose Equity Interests are being acquired shall become Obligors unless such Person satisfies the requirements to be an Excluded Subsidiary;

(d) any assets acquired by Obligors pursuant to such Permitted Acquisition that constitute Collateral shall be subject to the security interest granted to Purchaser Agent under the Note Documents and the security interest in such assets shall be perfected in accordance with the requirements set forth in this Agreement and other Note Documents;

(e) such Permitted Acquisition shall be consensual and shall have been approved by the target's board of directors, if necessary;

(f) No Change of Control shall result from such Permitted Acquisition;

(g) the Person whose Equity Interests or business are being acquired shall be engaged in, or the asset acquired shall be used to engage in the same line of business as Parent or a business reasonably related, incidental or ancillary thereto;

(h) the aggregate Acquisition Cost for such Permitted Acquisition (together with all other Permitted Acquisitions entered into during the term of this Agreement) that is or may become payable in connection with such Acquisition, either at or before the closing thereof or any time thereafter, excluding any Acquisition Cost paid in Equity Interests (other than Disqualified Equity Interests) of Parent, shall not exceed an amount not to exceed (I) [***] if the Milestone has not occurred and (II) [***] if the Milestone has occurred (in each case ((I) and (II)), determined with respect to any particular Permitted Acquisition, as of the trading day immediately preceding the execution of the definitive documentation relating to such Permitted Acquisition); provided that this clause (h) shall no longer apply after the satisfaction of the Test Date Condition or payment of the True-Up Payment.

(i) in the case of any Acquisition that has an Acquisition Cost in excess of $[***], substantially concurrently with the execution of the definitive documentation relating to such Acquisition, Purchaser Agent, on behalf of the Purchasers, shall have received fully executed acquisition agreements and other material agreements with all attachments and schedules; and

(j) in the case of any Acquisition that has an Acquisition Cost in excess of $[***], on or prior to the date of such Permitted Acquisition, Purchaser Agent and Purchasers shall have received, in form and substance reasonably satisfactory to Purchaser Agent and Purchasers, a certificate of the Chief Financial Officer of Parent certifying compliance with the requirements contained in this definition of "Permitted Acquisition" and with the other terms of the Note Documents (before and after giving effect to such Permitted Acquisition).

"**Permitted Bond Hedge Transaction**" means any call option or capped call option (or substantively equivalent derivative transaction) relating to Parent's shares (or other securities or property following a merger event, reclassification or other similar fundamental change of Parent, or adjustment with respect to the shares of Parent) that is (A) purchased or otherwise entered into by Parent in connection with the issuance of any Permitted Convertible Notes (including any concurrent entry into a Permitted Warrant Transaction), (B) settled in shares of Parent (or such other securities or property), cash or a combination thereof (such amount of cash determined by reference to the price of Parent's shares or such other securities or property), and cash in lieu of fractional shares of Parent and (C) on terms and conditions customary for bond hedge transactions in respect of transactions related to public market convertible indebtedness (pursuant to a public offering or an offering under Rule 144A or Regulation S of the Securities Act) as reasonably determined by Parent; provided that, (x) the purchase price for such Permitted Bond Hedge Transaction, less the proceeds received by Parent from the sale of any related Permitted Warrant Transaction, does not exceed 15% of the gross proceeds to Parent from such issuance of Permitted Convertible Notes, and (y) no cash payments by Parent or any Subsidiary shall be required in connection with the exercise, unwinding, settlement or termination of such Permitted Bond Hedge Transaction.

"**Permitted Convertible Notes**" means senior unsecured notes issued by Parent that are convertible into a fixed number (subject to customary anti-dilution adjustments, "make-whole" increases and other customary changes thereto) of ordinary shares of Parent (or other securities or property following a merger event or other change of the ordinary shares of Parent, but for the avoidance of doubt excluding Disqualified Equity Interests); provided that, (a) no Subsidiary shall guarantee such Permitted Convertible Notes, (b) such Permitted Convertible Notes shall not mature, and no scheduled or mandatory principal payments, repayments, prepayments, cash settlements, repurchases, redemptions or sinking fund or like payments (but excluding, for the avoidance of doubt, regularly scheduled cash interest payments and customary obligations to repurchase upon a "change of control" or "fundamental change"), of such Permitted Convertible Notes shall be required at any time on or prior to the date that is the later of (A) 181 days after the True-Up Payment Date and (B) five years after the issue date of such Permitted Convertible Notes (or, solely with respect to new Permitted Convertible Notes exchanged for existing Permitted Convertible Notes pursuant to Section 7.9(a), subject to the preceding clause (A), the stated maturity date of such existing Permitted Convertible Notes), (c) such Permitted Convertible Notes shall (i) not include any financial maintenance or negative covenants, (ii) have other terms, conditions, covenants and defaults that are, taken as a whole, not more restrictive to Parent and its Subsidiaries than the covenants and defaults set forth in the Note Documents and that are customary for public market convertible indebtedness (pursuant to a public offering or an offering under Rule 144A of the Securities Act) and (iii) have a cash interest rate of less than the greater of (x) [***]% per annum and (y) such cash interest rate as Purchaser Agent, in its sole discretion, shall approve in writing after the Effective Date, upon the request of Parent in light of changes to market interest rates for similar convertible notes, (d) such Permitted Convertible Notes shall include conversion, redemption and fundamental change provisions that are customary for convertible notes issued by public companies in registered or Rule 144A Offerings, (e) no Default or Event of Default shall have occurred and be continuing at the time of incurrence of such Permitted Convertible Notes or could result therefrom, and (f) Parent shall have delivered to Purchaser Agent a certificate of a Responsible Officer of Parent certifying as to the foregoing.

"**Permitted Distributions**" means:

(a) repurchases pursuant to the terms of employee share or stock purchase plans, employee restricted share or stock agreements, shareholder or stockholder rights plans, or similar plans, provided that such repurchases do not exceed $[***] in the aggregate in any fiscal year;

(b) repurchases of Equity Interests deemed to occur upon the cash-less or net exercise of share or stock options, warrants or other convertible or exchangeable securities;

(c) repurchases of Equity Interests deemed to occur upon the withholding of a portion of the Equity Interests granted or awarded to a current or former officer, director, employee or consultant to pay for the taxes payable by such person upon such grant or award (or upon vesting or exercise thereof);

(d) dividends or distributions by any wholly-owned (other than qualifying directors' shares and similar interests mandated by applicable Requirements of Law) Subsidiary to its shareholders, on a pro rata basis;

(e) payments to Affiliates of Parent (other than dividends, distributions or payments in respect of any Equity Interests) pursuant to transactions expressly permitted pursuant to Section 7.8 of this Agreement;

(f) payment of cash in lieu of the issuance of fractional shares;

(g) any payment in connection with a Permitted Warrant Transaction by (i) delivery of shares of Parent upon net share settlement thereof or (ii) set-off and/or payment of an early termination payment or similar payment thereunder, in each case, in shares of Parent upon any early termination thereof; and

(h) any payment of premium to a counterparty under a Permitted Bond Hedge Transaction in accordance with the definition thereof.

"**Permitted Indebtedness**" means:

(a) the Obligors' Indebtedness to the Purchasers and Purchaser Agent under this Agreement and the other Note Documents;

(b) Indebtedness existing on the Effective Date and set forth in Schedule 7.4;

(c) any Permitted Product Financing; provided that no Permitted Product Financing may be incurred while any Default has occurred and is continuing;

(d) Indebtedness consisting of Capital Lease Obligations and purchase money Indebtedness, in each case incurred by Parent or any of its Subsidiaries to finance the acquisition, repair, improvement or construction of fixed or capital assets of such person; and Indebtedness secured solely by real property and improvements thereto;

(e) Contingent Obligations of Parent and its Subsidiaries in respect of Indebtedness otherwise permitted hereunder of Parent and any Subsidiary;

(f) Indebtedness incurred by Parent or its Subsidiaries to finance the payment of insurance premiums;

(g) Contingent Obligations (or liabilities as a surety, endorser, accommodation endorser or otherwise) in respect of performance, surety, statutory, appeal or similar obligations incurred in the ordinary course of business but excluding guaranties with respect to any obligations for borrowed money;

(h) Indebtedness comprising Investments permitted by clause (d) of Permitted Investments; provided that any obligations of an Obligor owing pursuant to this clause (h) that is owed to a Subsidiary of such Obligor, that is owed to a non-Obligor shall be subordinated to the Obligations pursuant to the Intercompany Subordination Agreement;

(i) (i) Indebtedness incurred in respect of credit card processing services, debit cards, stored value cards (including so-called "procurement cards" or "P cards"), or (ii) any cash management or related services including treasury, depository, return items, overdraft, controlled disbursement, electronic funds transfer, interstate depository network, automatic clearing house transfer (including the Automated Clearing House processing of electronic funds transfers through the direct Federal Reserve Fedline system) and other cash management arrangements, in each case, incurred in the ordinary course of business;

(j) Indebtedness consisting of (i) obligations in respect of (A) purchase price adjustments in connection with the disposition of assets or acquisition of assets permitted hereunder or (B) any royalty payments, performance or milestone-based consideration, including earnouts, indemnification obligations, and non-compete payments and consulting payments, constituting consideration payable for any Acquisition permitted under this Agreement, or (ii) contingent obligations to make any Investment permitted to be made pursuant to clause (n) of the definition thereof;

(k) reimbursement obligations in connection with letters of credit, banker's acceptances or similar instruments that are unsecured or secured by Cash or Cash Equivalents in a face amount up to $[***] at any time outstanding;

(l) Indebtedness consisting of hedging obligations incurred in the ordinary course of business for the purpose of directly mitigating bona fide risks associated with interest rates or foreign exchange rates and not for speculative purposes;

(m) Indebtedness of a Person that is acquired by Parent or any Subsidiary or merged into, amalgamated or consolidated with Parent or a Subsidiary in connection with a Permitted Acquisition; provided that (i) such Indebtedness is not incurred or assumed by such acquired Person in contemplation of or in connection with such Permitted Acquisition or such Person becoming an Obligor, (ii) such Indebtedness is not guaranteed or assumed by any Obligor or Subsidiary other than such acquired Person, and (iii) such Indebtedness is not secured by any assets beyond assets of such acquired Person that secured such Indebtedness prior to the Permitted Acquisition;

(n) other unsecured Indebtedness in an aggregate outstanding amount not to exceed $[***] at any time outstanding;

(o) Permitted Convertible Notes;

(p) payments to contract manufacturing organizations and contract development manufacturing organizations in the ordinary course of business;

(q) customer deposits and advance payments received in the ordinary course of business from customers for goods purchased in the ordinary course of business;

(r) Indebtedness owed to any Person providing worker's compensation, health, disability or other employee benefits or property, casualty or liability insurance to Parent or any Subsidiary incurred in connection with such Person providing such benefits or insurance pursuant to customary reimbursement or indemnification obligations to such Person;

(s) unsecured Indebtedness arising as a result of judgments, orders, awards or decrees, in each case which do not constitute an Event of Default; and

(t) to the extent constituting Indebtedness, Indebtedness incurred in connection with IDA Grants not to exceed, together with Investments under clause (p) of "Permitted Investments", €[***] in the aggregate at any time outstanding.

"**Permitted Intercreditor Agreement**" is defined in Section 13.13(i)(iii).

"**Permitted Investments**" means:

(a) Investments (and commitments to make Investments) existing on the Effective Date and set forth in Schedule 7.7(b), and Investments consisting of an extension, modification, replacement or renewal of such Investments; provided that the amount of any such Investment may be increased as required by the terms of such Investment as in existence on the Effective Date;

(b) Investments consisting of Cash;

(c) Investments consisting of the endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business;

(d) Investments (i) by Obligors in other Obligors; provided that no Investments of Collateral shall be permitted by Full Guarantors in any Limited Guarantor other than Investments of Cash in an amount not to exceed (a) on or prior to the earlier of the satisfaction of the Test Date Condition or payment of the True-Up Payment, $[***] and (b) after the earlier of the satisfaction of the Test Date Condition or payment of the True-Up Payment, $[***] at any time outstanding; (ii) by Subsidiaries that are not Obligors in other such Subsidiaries; and (iii) by Obligors in Subsidiaries that are not Obligors; provided that no Investments of Collateral shall be permitted in Subsidiaries that are not Obligors other than Investments of Cash in an amount not to exceed (a) on or prior to the earlier of the satisfaction of the Test Date Condition or payment of the True-Up Payment, $[***] and (b) after the earlier of the satisfaction of the Test Date Condition or payment of the True-Up Payment, $[***] at any time outstanding;

(e) (A) Investments not to exceed $[***] in the aggregate outstanding at any time consisting of (i) travel advances and employee relocation loans and other employee loans and advances in the ordinary course of business, (ii) loans to employees, officers or directors relating to the purchase of equity securities of Parent or its Subsidiaries pursuant to employee share or stock purchase plans or agreements approved by Parent's board of directors, and (iii) advances in connection with indemnification agreements in the ordinary course of business and (B) Investments consisting of non-cash loans to employees, officers or directors relating to the purchase of Equity Interests of Parent or its Subsidiaries;

(f) Investments (including debt obligations) received in connection with the bankruptcy or reorganization of customers or suppliers and in settlement of delinquent obligations of, and other disputes with, customers or suppliers arising in the ordinary course of business;

(g) Investments consisting of notes receivable or prepaid royalties and other credit extensions in the ordinary course of business;

(h) Permitted Acquisitions;

(i) Investments consisting of trade credit extended in the ordinary course of business;

(j) Investments consisting of hedging agreements entered into in the ordinary course of business for the purpose of directly mitigating bona fide risks associated with interest rates or foreign exchange rates and not for speculative purposes;

(k) Investments consisting of security deposits with utilities, landlords and other like Persons made in the ordinary course of business, in each case which constitute Permitted Liens;

(l) to the extent constituting Investments, Investments in the form of Permitted Bond Hedge Transactions and Permitted Warrant Transactions, in each case, entered into in connection with Permitted Convertible Notes;

(m) Investments not to exceed $[***] in the aggregate outstanding at any time prior to the occurrence of either the Bota-Vec Approval Date or RIX Approval Date and $[***] in the aggregate outstanding at any time after either the Bota-Vec Approval Date or RIX Approval Date (which Investments shall not consist of Collateral, except for Cash) in joint ventures and strategic alliances;

(n) Investments of a Subsidiary acquired after the Effective Date or of an entity merged into or amalgamated or consolidated with a Subsidiary in a Permitted Acquisition after the Effective Date to the extent that such Investments were not made in contemplation of such Permitted Acquisition;

(o) Investments held by any Person acquired in any Permitted Acquisition at the time of such Permitted Acquisition (and not acquired in contemplation of the Permitted Acquisition);

(p) Investments in connection with MeiraGTx Cell Therapies, not to exceed [***];

(q) Investments in connection with the IDA Grants in an aggregate amount not to exceed, together with Indebtedness under clause (t) of "Permitted Indebtedness", €[***] at any time outstanding; and

(r) other Investments in an aggregate amount at any time not to exceed $[***].

"**Permitted Licenses**" means (a) any License Agreement for the Development, Manufacture and/or Commercialization of (I) Bota-Vec or AAV-hAQP1 solely outside of the United States or in connection with a Qualified Acquisition and (II) AAV-AIPL1 and all Other Products, anywhere in the world; provided that, with respect to clause (I), such License Agreement is not a Restricted License; provided, further, that with respect to both clauses (I) and (II), such License Agreement constitutes an arms-length transaction, the terms of which, on their face, do not provide for a sale or assignment of any Intellectual Property, and (x) in the case of a License Agreement entered into by an Obligor, all upfront payments, royalties, milestone payments or other proceeds arising from the License Agreement that are payable to Parent or any Subsidiary are paid to a Controlled Account and (y) in the case of a License Agreement entered into by a Subsidiary that is not an Obligor, such License Agreement was not effected through such Subsidiary to avoid the requirement in the preceding subclause (x); (b) any License Agreement relating to any Products acquired in a Permitted Acquisition; provided that such License Agreement existed at the time of such Permitted Acquisition and was not entered into in connection with or anticipation of such Permitted Acquisition; (c) any license granted to any Third Party for the Manufacture of any product or otherwise granted to a vendor or service provider (including Third Party distributors) in order to provide services for the benefit of Parent or its Affiliates but granting no rights to sell, offer to sell, have sold or otherwise Commercialize any Product

(other than, with respect to Third Party distributors, customary license grants, if any, required under those distribution agreements); (d) any research, development or similar agreement providing for the Development of any product that does not grant the counterparty any right to sell, offer to sell, have sold or otherwise Commercialize any Product; (e) intercompany non-exclusive licenses or grants of rights for Development, Manufacture, production, Commercialization (including commercial sales to end users), marketing, sale, research, co-promotion, or distribution among Parent and its Subsidiaries; and (f) any License Agreement existing on the Effective Date and set forth in Schedule 7.5(b).

"**Permitted Liens**" means:

(a) Liens existing on the Effective Date and set forth in Schedule 7.5(a) or arising under this Agreement and the other Note Documents;

(b) Liens on assets that do not constitute Collateral (other than accounts receivable sold in such Permitted Product Financing with respect to any Other Product that is the subject of such Permitted Product Financing) to secure any Permitted Product Financing;

(c) Liens for taxes, fees, assessments or other government charges or levies, either (i) not due and payable or (ii) being contested in good faith and for which Parent or the applicable Subsidiary maintains adequate reserves on its Books, provided that no notice of any such Lien has been filed or recorded under the Code;

(d) Liens securing Indebtedness permitted under clause (d) of the definition of "Permitted Indebtedness," provided that (i) such Liens exist prior to the acquisition of, or attach substantially simultaneous with, or within 180 days after the, acquisition, lease, repair, improvement or construction of, such property financed or leased by such Indebtedness and (ii) such Liens do not extend to any property other than the property (and proceeds thereof) acquired, leased or built, or the improvements or repairs, financed by such Indebtedness;

(e) Liens of carriers, warehousemen, suppliers, or other Persons that are possessory in nature arising in the ordinary course of business so long as such Liens attach only to Inventory and which are not delinquent or remain payable without penalty or which are being contested in good faith and by appropriate proceedings;

(f) Liens to secure payment of workers' compensation, employment insurance, old-age pensions, social security and other like obligations incurred in the ordinary course of business (other than Liens imposed by ERISA);

(g) leases or subleases of real property granted in the ordinary course of Parent's and its Subsidiaries' business (or, if referring to another Person, in the ordinary course of such Person's business), and leases, subleases, non-exclusive licenses or sublicenses of personal property (other than Included Product Intellectual Property) granted in the ordinary course of Parent's and its Subsidiaries' business (or, if referring to another Person, in the ordinary course of such Person's business), if the leases, subleases, licenses and sublicenses do not prohibit granting Purchaser Agent or any Purchaser a security interest therein;

(h) (i) banker's liens, rights of setoff and Liens in favor of financial institutions incurred in the ordinary course of business arising in connection with the Obligors' Deposit Accounts or Securities Accounts held at such institutions, provided that such accounts are maintained in compliance with Section 6.6 hereof; (ii) customary Liens incurred in the ordinary course of business to secure obligations in respect of payment processing services, netting services, overdrafts and similar obligations

arising from treasury, depositary and cash management services; and (iii) contractual Liens in favor of the applicable depository bank solely to the extent the applicable deposit account is an Excluded Account or subject to a valid Control Agreement;

(i) Liens arising from judgments, decrees or attachments in circumstances not constituting an Event of Default under Section 8.4 or 8.7;

(j) Permitted Licenses;

(k) easements, rights-of-way, zoning restrictions, minor defects or irregularities in title and other similar encumbrances not interfering in any material respect with the value or use of the property to which such Lien is attached;

(l) Liens on insurance policies and the proceeds thereof securing the financing of premiums with respect thereto to the extent permitted under this Agreement;

(m) Liens that secure Indebtedness existing on any property acquired after the Effective Date pursuant to a Permitted Acquisition and existing prior to such Permitted Acquisition or existing on any property of any Person that becomes an Obligor after the Effective Date, provided that such lien is not created in contemplation of or in connection with such Permitted Acquisition or such Person becoming an Obligor and such Lien shall secure only those obligations which it secured on the date of such Permitted Acquisition or that such Person becomes an Obligor;

(n) Liens on Cash securing Indebtedness permitted pursuant to clauses (i), (k), or (l) of the definition of "Permitted Indebtedness"; provided that the amount of such Cash in respect of any letter of credit does not exceed 105% of the face amount thereof;

(o) with respect to any real property, (a) such defects or encroachments as might be revealed by an up-to-date survey of such real property; (b) the reservations, limitations, provisos and conditions expressed in the original grant, deed or patent of such property by the original owner of such real property pursuant to applicable laws; and (c) rights of expropriation, access or user or any similar right conferred or reserved by or in applicable laws, which, in the aggregate for (a), (b) and (c), are not material, and which do not in any case materially detract from the value of the property subject thereto or interfere with the ordinary conduct of the business of any of Parent and its Subsidiaries;

(p) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods and incurred in the ordinary course of business;

(q) other Liens which do not secure Indebtedness for borrowed money or letters of credit and as to which the aggregate amount of the obligations secured thereby does not exceed $[***];

(r) deposits to secure the performance of bids, tenders, trade contracts and leases (other than Indebtedness), statutory obligations, surety, stay, customs and appeal bonds, performance bonds, or as security for the payment of rent, and other obligations of a like nature incurred in the ordinary course of business;

(s) (i) Liens solely on any cash earnest deposits made by Parent or its Subsidiaries in connection with any letter of intent or other agreement in respect of any Permitted Acquisition and (ii) on the escrowed cash portion of any earnest moneys paid or the purchase price received in connection with any Permitted Acquisition or Transfer permitted by this Agreement to secure guarantees, indemnities or

obligations thereunder, in each case, to the extent such funds are on deposit in accounts described in clause (b) of the definition of "Excluded Accounts"; and

(t) to the extent constituting a Lien, escrow arrangements securing indemnification obligations associated with any Permitted Acquisition.

"**Permitted Negative Pledges**" means any (a) restrictions on specific property encumbered to secure payment of particular Indebtedness permitted under the Note Documents or to be sold pursuant to an executed agreement in connection with a Transfer permitted under the Note Documents; (b) customary restrictions on assignment, subletting, or other transfers contained in leases, licenses, and other agreements to the extent otherwise permitted hereunder; (c) restrictions imposed by Requirements of Law; and (d) restrictions already on any assets acquired pursuant to a Permitted Acquisition to the extent that such restrictions were not imposed in contemplation of such Permitted Acquisition and do not extend to any other assets of Parent and its Subsidiaries.

"**Permitted Priority Liens**" means Permitted Liens identified in clauses (a), (c), (d), (e), (f), (g), (h), (i), (k), (l), (m), (n), (o), (p), (r), (s) and (t) of the definition thereof and solely with respect to Foreign Obligors, Permitted Liens that have statutory priority to properly perfected security interests under applicable Requirements of Law.

"**Permitted Product Financing**" means any transaction consisting of (a) a Royalty Monetization; provided that (i) such Royalty Monetization is limited to a sale of royalties or post-approval milestones and is structured as a true-sale of all or a portion of the applicable royalties (with a return that may or may not be capped) or post-approval milestones whereby recourse of the purchaser thereof (other than for customary obligations relating to late payments, wrong pockets, audit rights and indemnities and similar matters customary for "true sales" of royalties) is limited to the royalties so sold and any assets subject to a security interest permitted under clause (ii) below, and (ii) any Liens to secure such Royalty Monetization are limited to customary back-up security interest in the royalties, milestones or other payments sold and on the Intellectual Property (other than any Collateral) that is being licensed pursuant to the applicable Permitted License, or (b) a Development and Commercialization Financing (provided that, in each case of clauses (a) and (b), (x) prior to achievement of the Sales Milestone (and, if requested by the applicable counterparty, after achievement of the Sales Milestone), such transaction is subject to a customary intercreditor agreement for split collateral situations between the counterparty to such transaction and Purchaser Agent in form and substance reasonably satisfactory to Purchaser Agent, provided, that prior to achievement of the Sales Milestone, such intercreditor agreement shall not allow for Cash (other than, for the avoidance of doubt and solely pursuant to the customary back-up security interest specified in clause (a)(ii) of this definition, the royalties sold) to form any part of the collateral granted to the applicable counterparty, and (y) to the extent secured, such transaction is secured only by the royalties sold (solely pursuant to the customary back-up security interest specified in clause (a)(ii) of this definition) and Other Product Assets relating to the Other Product subject to such transaction); provided further, in the case of either a Royalty Monetization or a Development and Commercialization Financing, (A) the economic terms of such transaction are reasonable and customary for similar transactions (as determined by Issuer in good faith), (B) such transaction does not (1) require any payments, or involve the sale of any payment rights, by Parent or any Subsidiary, in each case other than Permitted Product Financing Payments, (2) require the payment of any royalties, milestones or amounts based on the Development or Commercialization of an Included Product, or (3) require any Cash to be deposited or held in any collection, lockbox, segregated or similar account except for Excluded Accounts described in clause (c) of the definition thereof, and (C) at least [***] prior to the execution of a definitive agreement for such transaction (or such shorter period as may be specified by Purchaser Agent in its sole discretion), the Obligors shall deliver to Purchaser Agent drafts of the definitive documentation in respect of such transaction and thereafter shall promptly deliver to Purchaser Agent, any other information reasonably requested by Purchaser Agent about such transaction.

"**Permitted Product Financing Payments**" means, with respect to any Permitted Product Financing, (a) success based milestone payments, sales-based royalty or revenue interest payments and interest payments, in each case following receipt of Marketing Approval from the FDA of the applicable Other Product; provided that the aggregate amount of such payments (other than royalty payments tied to net sales of the applicable Other Product(s) at a royalty rate equal to or less than [***]%) prior to the date that is 181 days after the earlier of the True-Up Payment Date and the date the Test Date Condition is satisfied, shall not exceed an amount greater than (x) the aggregate amount actually funded to and received by the Obligors pursuant to such Permitted Product Financing *multiplied by* (y) [***], (b) solely with respect to a Permitted Product Financing described in clause (a) of the definition thereof, royalty payments under the applicable Permitted License(s), (c) other payments payable solely after the date that is 181 days after the earlier of the True-Up Payment Date and the date the Test Date Condition is satisfied, (d) any acceleration, put or similar payments upon a change of control, event of default or similar event, so long as such change of control, event of default or similar event also constitutes a Change of Control or Event of Default (including under Section 8.6) and (e) payment of customary indemnity obligations.

"**Permitted Purpose**" is defined in Section 13.9(a).

"**Permitted Warrant Transaction**" means any call option, warrant or right to purchase (or substantively equivalent derivative transaction) relating to Parent's shares (or other securities or property following a merger event, reclassification or other change of the shares of Parent) sold by Parent, substantially concurrently with any purchase by Parent of a Permitted Bond Hedge Transaction and settled in shares of Parent, cash or a combination thereof (such amount of cash determined by reference to the price of Parent's shares or such other securities or property), and cash in lieu of fractional shares of Parent, with a strike price higher than the strike price of the Permitted Bond Hedge Transaction; provided that no cash payments by Parent or any Subsidiary shall be required in connection with the exercise, unwinding, settlement or termination of such Permitted Warrant Transaction.

"**Person**" means any individual, sole proprietorship, partnership, limited liability company, joint venture, company, trust, unincorporated organization, association, corporation, private limited company, institution, public benefit corporation, firm, joint stock company, estate, entity or government agency.

"**Personal Data**" means any information or data that either (a) relates to an identified or identifiable natural person, or that is reasonably capable of being used to identify, contact, or precisely locate a natural person, household, or a particular computing system or device, including without limitation, a natural person's name, street address, telephone number, email address, financial account number, government-issued identifier, social security number or tax identification number, biometric identifier or biometric information, banking information relating to any natural person, or passport number, client or account identifier, or credit card number, or any Internet protocol address or any other unique identifier, device or machine identifier, photograph, or credentials for accessing any accounts; or (b) is defined as "personally identifiable information," "personal information," "personal data," or other similar terms, by any applicable Privacy Laws.

"**Plan**" means any employee benefit plan within the meaning of Section 3(3) of ERISA, maintained for employees of Parent or any of its Subsidiaries, or any such plan to which Parent or any of its Subsidiaries is required to contribute on behalf of any of its employees or with respect to which Parent or such Subsidiary has any liability.

"**PMDA**" means the Pharmaceuticals and Medical Devices Agency in Japan or any successor agency thereto.

"**Positive Data**" means [***].

"**Positive Data (RIX) Milestone**" means Issuer has provided evidence reasonably satisfactory to Purchaser Agent on or prior to [***] that the Phase 2 AQUAx2 Study (NCT05926765) for AAV-hAQP1 for the treatment of radiation-induced xerostomia has achieved Positive Data.

"**Press Release**" means a press release mutually agreed upon by the Obligors and Purchaser Agent in respect of the transactions contemplated by the Note Documents.

"**Prime Rate**" means, for any day, the per annum rate of interest in effect for such day quoted by the Wall Street Journal as the "prime rate".

"**Principal Deduction Payment**" is defined in Section 2.2(b)(ii).

"**Privacy Laws**" shall mean (A) each Requirement of Law concerning the privacy, secrecy, security, protection, disposal, international transfer or other Processing of Personal Data, and incident reporting and security incident notification requirements regarding Personal Data, including without limitation, and to the extent applicable, (i) the EU General Data Protection Regulation 2016/679 and EU Member State laws and regulations implementing the same (the "**GDPR**"), the GDPR as it forms part of United Kingdom law by virtue of section 3 of the European Union (Withdrawal) Act 2018, the EU e-Privacy Directive 2002/58/EC as amended by Directive 2009/136/EC or further amended or replaced from time to time, and any relevant national implementing legislation, and any substantially similar local legislation, the California Consumer Privacy Act of 2018 and any regulations promulgated thereunder, the Cayman Islands Data Protection Act (As Revised), and the California Privacy Rights Act of 2020; (ii) Laws applicable to direct marketing, e-mails, communication by text messages or initiation, transmission, monitoring, recording, or receipt of communications (in any format, including voice, video, email, phone, text messaging, or otherwise); and (iii) state consumer protection Laws, Health Insurance Portability and Accountability Act of 1996, as amended by HIPAA, the Payment Card Industry Data Security Standard and programs, the Federal Trade Commission Act, Controlling the Assault of Non-Solicited Pornography And Marketing Act of 2003, (B) guidance issued by a Governmental Authority that pertains to one of the laws, rules or standards outlined in clause (A), or (C) industry self-regulatory principles relating to the protection or Processing of Personal Data, direct marketing, emails, text messages or telemarketing.

"**Pro Rata Share**" means, as of any date of determination, with respect to each Purchaser, a percentage (expressed as a decimal, rounded to the ninth decimal place) determined by dividing the portion of the Funded Amount represented by Notes held by such Purchaser by the aggregate Funded Amount of all Notes; provided that after repayment of the Notes, each Purchaser's Pro Rata Share shall be calculated based on the outstanding Notes immediately prior to the repayment thereof.

"**Process**" or "**Processing**" means the receipt, access, acquisition, collection, compilation, use, storage, disposal, safeguarding, security, destruction, disclosure by transmission, or transfer of Personal Data.

"**Process Adviser**" has the meaning given to that term in section 558A of the Irish Companies Act and "rescue process" shall be construed accordingly.

"**Process Agent**" is defined in Article X.

"**Products**" means (a) the Included Products, and (b) all other compounds, chemical entities or pharmaceutical products being designed, Developed, licensed, Manufactured or Commercialized by Parent or any Subsidiary from time to time.

"**Purchase**" is defined in Section 2.1(c).

"**Purchase Date**" means any date on which a purchase of Notes is made by the Purchasers, which date shall be a Business Day.

"**Purchase Notice**" is that certain form attached hereto as Exhibit B.

"**Purchaser**" means any one of the Purchasers.

"**Purchaser Agent**" means Maverick SA LLC (or any successor thereto pursuant to Section 13.13(h)), not in its individual capacity, but solely in its capacity as agent on behalf of and for the benefit of the Purchasers.

"**Purchaser Transfer**" is defined in Section 13.1(a).

"**Purchasers**" means the Persons identified on Schedule 1.1 hereto and each assignee that becomes a party to this Agreement or that acquires a Note pursuant to Section 13.1.

"**Qualified Acquisition**" means a Change of Control in which the acquiror is a public company with a market capitalization immediately prior to the date of the definitive agreement that effectuates such Change of Control of more than $[***] (or foreign currency equivalent) and such acquiror agrees to assume all Obligations of the Obligors pursuant to documentation reasonably acceptable to the Purchaser Agent.

"**Receiving Party**" is defined in Section 13.9(a).

"**Reconciliation Report**" means, with respect to the relevant calendar quarter or calendar year, (a) a report showing Net Sales for Included Products for such calendar period, reconciled, in each case, to the most applicable line item in Parent's statements of operations for the applicable calendar period and (b) a reconciliation of all payments made by Issuer to the Purchasers pursuant to this Agreement during such calendar period. The Reconciliation Report for a calendar year shall also include the foregoing information with respect to the fourth quarter of such calendar year.

"**Register**" is defined in Section 13.1(b).

"**Registered Organization**" means any "registered organization" as defined in the UCC with such additions to such term as may hereafter be made.

"**Regulatory Approval**" means any Governmental Approval, whether U.S. or non-U.S., relating to any Product or the Commercialization, Development or Manufacture of such Product.

"**Regulatory Authority**" means a Governmental Authority (including the FDA, the EMA, the MHRA and the PMDA) with responsibility for the approval of the marketing and sale of pharmaceuticals, biologics or medical devices (including software).

"**Regulatory Filings**" means all applications, filings, dossiers and the like submitted to a Regulatory Authority for the purpose of obtaining Regulatory Approval from that Regulatory Authority.

"**Regulatory Updates**" means material information and developments with respect to any Regulatory Filing relating to any Included Product.

"**Reimbursable Expenses**" means all audit fees and expenses, costs, and expenses (including attorneys' fees and expenses of outside counsel, as well as appraisal fees, consulting fees, advisory fees, fees incurred on account of lien searches, inspection fees, filing fees and fees for registration of security

interests in any applicable jurisdiction) for preparing, amending, negotiating, executing, administering, defending and enforcing the Note Documents (including, without limitation, those incurred in connection with appeals or Insolvency Proceedings) or otherwise incurred by Purchaser Agent and/or the Purchasers in connection with the Note Documents, in each case, solely to the extent incurred [***].

"**Repayment Amount**" means, as of any date of Payment in Full or of any Principal Deduction Payment:

(a) if the Repayment Amount is paid from and after the First Purchase Date and on or prior to the date that is six months after the First Purchase Date upon the consummation of a Change of Control pursuant to an exercise of Issuer's repurchase right under Section 2.2(b)(i) in connection with such Change of Control (provided that no Default or Event of Default has occurred and is continuing immediately prior to the time such Change of Control is consummated) or upon the Purchasers' exercise of their right to accelerate the payment of the Obligations (including pursuant to Section 2.2(f)), an amount equal to [***]% of the Funded Amount for such Notes;

(b) if the preceding clause (a) does not apply, and the Repayment Amount is paid from and after the First Purchase Date and on or prior to the date that is 18 months after the First Purchase Date upon the consummation of a Change of Control pursuant to an exercise of Issuer's repurchase right under Section 2.2(b)(i) in connection with such Change of Control or pursuant to Section 2.2(f), provided that in either case no Default or Event of Default has occurred and is continuing immediately prior to the time such Change of Control is consummated, an amount equal to [***]% of the Funded Amount for such Notes;

(c) if the preceding clauses (a) and (b) do not apply and either (i) the Test Date Condition has been satisfied on or prior to the Test Date or (ii) the Repayment Amount is paid from and after the First Purchase Date and on or prior to the date that is 24 months after the First Purchase Date, an amount equal to [***]% of the Funded Amount for such Notes;

(d) if the preceding clause (c) does not apply and the Repayment Amount is paid from and after the date that is 24 months after First Purchase Date and on or prior to date that is 36 months after First Purchase Date, an amount equal to [***]% of the Funded Amount for such Notes; and

(e) if the preceding clause (d) does not apply and the Repayment Amount is paid after the date that is 36 months after the First Purchase Date, an amount equal to [***]% of the Funded Amount for such Notes; provided that if the Cap Adjustment Condition is not satisfied, then from and after the Test Date such amount shall increase to (A) on or prior to the date that is 96 months after the First Purchase Date, an amount equal to [***]% of the Funded Amount for such Notes and (B) after the date that is 96 months after the First Purchase Date, an amount equal to [***]% of the Funded Amount for such Notes;

minus, in each case, the sum, without duplication, of the Total Payments and any True-Up Payment indefeasibly paid in cash by Issuer and actually received by the Purchasers in respect of such Notes prior to such date; provided that the Repayment Amount shall not be less than zero.

"**Representatives**" is defined in Section 13.9(b).

"**Required Purchasers**" means, at any time, (i) prior to the expiration of the Commitments, the Purchasers holding Notes representing at least 50% of the aggregate Funded Amount of all Notes and unused or unexpired Commitments, and (ii) thereafter, the Purchasers holding Notes representing at least fifty percent (50%) of the aggregate Funded Amount of all Notes.

"**Requirement of Law**" or "**Requirements of Law**" means as to any Person, the organizational or governing documents of such Person, and any law (statutory or common), treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its property or to which such Person or any of its property is subject.

"**Responsible Officer**" means, (a) with respect to Parent, [***] and (b) with respect to Issuer, [***].

"**Restricted License**" means any Material Agreement (i) that contains provisions that restrict or penalize the granting of a security interest in or Lien on such Material Agreement (in each case after giving effect to Section 9-406, 9-407, 9-408 or 9-409 of the UCC, to the extent applicable, and other applicable law), (ii) that contains provisions that restrict or penalize the granting of a security interest in or Lien on any Included Product Intellectual Property (in each case after giving effect to Section 9-406, 9-407, 9-408 or 9-409 of the UCC, to the extent applicable, and other applicable law), (iii) that restricts the assignment of such Material Agreement upon the sale or other disposition of all or substantially all of the assets to which such Material Agreement relates (other than customary provisions requiring the assumption by the applicable purchaser of all obligations under such Material Agreement), or (iv) that does not permit the disclosure of information to be provided thereunder to Purchaser Agent and the Purchasers, to any purchaser or prospective purchaser in a foreclosure or other Transfer of all or any portion of the Collateral (subject to customary confidentiality obligations).

"**Revenue Payment Percentage**" means, initially, 1.95%, which amount shall increase *pro rata* immediately upon the making of any Purchase subsequent to the First Purchase and shall decrease *pro rata* upon the receipt by the Purchasers of any Principal Deduction Payment. For example, if the Funded Amount of Notes purchased pursuant to this Agreement received is $[***], the Revenue Payment Percentage will be [***]%. In addition:

(a) If the Test Date Condition is satisfied as of the Test Date, the then-applicable Revenue Payment Percentage will automatically decrease by [***]% from and after the Test Date. For example, if the Revenue Payment Percentage is [***]% as of the Test Date, and the Test Date Condition is satisfied, then the Revenue Payment Percentage from and after January 1, 2032 will be [***]%.

(b) If the Test Date Condition is not satisfied as of the Test Date, the then-applicable Revenue Payment Percentage will automatically increase from and after the Test Date to a rate that, had such increased rate applied during the period from the First Purchase Date through and including the Test Date, would have provided the Purchasers with Total Payments (excluding any Revenue Payments made pursuant to Section 2.2(d)(iv)) equal to the aggregate Funded Amount of all Notes as of the Test Date.

For the avoidance of doubt, each increase and decrease to the Revenue Payment Percentage is permanent and irreversible. Notwithstanding anything to the contrary, the Revenue Payment Percentage in respect of Net Sales of AAV-AIPL1 shall not exceed the "Royalty" (under and as defined in the Lilly License Agreement, and as may be adjusted therein) received by Parent and its Subsidiaries during such calendar quarter

"**Revenue Payment Period**" means the period from and including the First Purchase Date through and including the date on which the Purchasers have received Total Payments, together with any True-Up Payment indefeasibly paid by Issuer and received by the Purchasers, equal to the aggregate applicable Cap Amount for all outstanding Notes as of such date, unless earlier terminated upon the indefeasible payment to the Purchasers of the Repayment Amount (i) pursuant to the Purchasers' exercise, or deemed automatic exercise, of its right to accelerate payment of the Obligations pursuant to Section 2.2(f), Section 9.1(a)(ii) or otherwise, (ii) pursuant to Issuer's repurchase of the Notes in accordance with Section 2.2(b)(i) or (iii) upon the Maturity Date.

"**Revenue Payments**" means, with respect to each calendar quarter during the Revenue Payment Period, the amount payable by Issuer to the Purchasers equal to the Net Sales of Included Products in the Covered Territory during such calendar quarter multiplied by the Revenue Payment Percentage, subject to the terms and conditions set forth in this Agreement; provided, that with respect to any calendar quarter, the Total Payments, together with any True-Up Payment indefeasibly paid by Issuer and received by the Purchasers, will not exceed the Repayment Amount applicable at such time.

"**RIX Approval**" means the FDA has granted Marketing Approval for AAV-hAQP1 for the treatment of radiation-induced xerostomia, [***].

"**RIX Approval Date**" means the date on which RIX Approval occurs.

"**Royalty Monetization**" means, with respect to any Permitted License (other than any License Agreement for any Included Product), the sale, disposition, monetization or financing of royalties, milestones and/or other rights to receive payments with respect to any Other Product under such Permitted License.

"**Sales Milestone**" means the first date on which (i) twelve-month trailing Net Sales of Included Products in the Covered Territory are greater than or equal to $[***] and (ii) Parent delivers written notice to Purchaser Agent, including calculations in reasonable detail (based on figures contained in the audited or unaudited financial statements most recently delivered to Purchaser Agent pursuant to Section 6.2(a)), establishing the foregoing.

"**Sanctioned Country**" means, at any time, a country, region or territory which is itself the subject or target of any comprehensive territorial Sanctions (including, but not limited to, Cuba, Iran, North Korea, Syria, and the Crimea, Donetsk People's Republic, and Luhansk People's Republic regions in Ukraine) and Russia.

"**Sanctioned Person**" means, at any time, (i) any Person listed in any Sanctions-related list of designated Persons maintained by any Sanctions Authority (including, without limitation, any "Specially Designated Nationals and Blocked Persons" as designated by OFAC), (ii) any Person operating, organized, located or resident in a Sanctioned Country or (iii) any Person directly or indirectly 50% or more owned or otherwise controlled by any such Person or Persons described in the foregoing clauses (i) or (ii).

"**Sanctions**" means all economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority.

"**Sanctions Authority**" means the U.S. government (including OFAC and the U.S. Department of State), the United Nations Security Council, His Majesty's Treasury (including the Office of Financial Sanctions Implementation and the UK Government), the Governor of the Cayman Islands, the European Union, any European Union member state or any other applicable sanctions authority.

"**Second Purchase**" is defined in Section 2.1(b).

"**Second Purchase Date**" means the Purchase Date in respect of a Second Purchase (which shall be July 17, 2026).

"**Secured Parties**" means Purchaser Agent and the Purchasers.

"**Securities Account**" means any "securities account" as defined in the UCC with such additions to such term as may hereafter be made.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Securities Purchase Agreement**" means (i) the Securities Purchase Agreement, dated as of the Effective Date, between Parent, TPC Investments Solutions II LP and TPC Investments Solutions Co-Invest II LP and (ii) the Registration Rights Agreement, dated as of the Effective Date, between Parent, TPC Investments Solutions II LP and TPC Investments Solutions Co-Invest II LP, in each case, in form and substance satisfactory to Purchaser Agent.

"**Shares**" means one hundred percent (100%) of the issued and outstanding Equity Interests or other securities owned or held of record by any Obligor.

"**Sixth Purchase**" is defined in Section 2.1(f).

"**Sixth Purchase Date**" means each Purchase Date in respect of the Sixth Purchase.

[***]

"**Solvent**" means, with respect to any Person (subject to clause (v) with respect to any UK Obligor and subject to clause (vi) with respect to any Irish Obligor): that as of the date of determination, such Person and its Subsidiaries, on a consolidated basis, is "solvent" or not "unable to pay its debts" within the meaning given to such terms and similar terms under applicable laws relating to fraudulent transfers and conveyances or general insolvency law, including that (i) the present fair saleable value of the assets on a going concern basis of such Person and its Subsidiaries on a consolidated basis (*i.e.*, the amount that may be realized within a reasonable time, considered to be six months to one year, either through collection or sale at regular market value, conceiving regular market value as the amount that could be obtained for the property in question with such period by a capable and diligent businessperson from an interested buyer who is willing to purchase under ordinary selling conditions) is not less than the amount that will be required to pay the probable liability of such Person and its Subsidiaries on a consolidated basis on their debts (including contingent, unmatured and unliquidated liabilities) as they become absolute and matured, (ii) such Person and its Subsidiaries will not, on a consolidated basis, have an unreasonably small capital in relation to their business or with respect to any transaction then contemplated, (iii) such Person and its Subsidiaries, on a consolidated basis, will have sufficient cash flow to enable them to pay their debts as they mature, (iv) the value of such Person's consolidated assets is not less than the amount of its consolidated liabilities, taking into account its contingent and prospective liabilities, (v) without limiting the foregoing, with respect to each UK Obligor, such entity will not (A) (1) be unable to or have admitted its inability to pay its debts as they fall due, (2) be deemed to or declared to be unable to pay its debts under applicable law, (3) have suspended or threatened to suspend making payments on any of its debts or (4) by reason of actual or anticipated financial difficulties, have commenced negotiations with one or more of its creditors generally or any class of them (other than the Obligors) with a view to rescheduling any of its Indebtedness; or (B) have had declared a moratorium in respect of any Indebtedness and (vi) without limiting the foregoing, with respect to the Irish Obligor, such entity (A) (1) is not unable to or have admitted its inability to pay its debts as they fall due, (2) is not deemed to or declared to be unable to pay its debts within the meaning of Sections 509(3) and 570 of the Irish Companies Act, (3) has not suspended or threatened to suspend making payments on any of its debts or (4) has not by reason of actual or anticipated financial difficulties, commenced negotiations with one or more of its creditors generally or any class of them (other than the Obligors) with a view to rescheduling any of its Indebtedness; or (B) has not had declared a moratorium in respect of any Indebtedness.

"**Subsidiary**" means, with respect to any Person, any Person of which more than fifty percent (50%) of the voting stock or other Equity Interests (in the case of Persons other than corporations) is owned or controlled, directly or indirectly, by such Person or through one or more intermediaries. Unless the

context otherwise requires, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of Parent. With respect to the applicable Irish Obligor, shall include a "subsidiary" within the meaning of section 7 of the Irish Companies Act.

"**Taxes**" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"**Test Date**" means December 31, 2031.

"**Test Date Condition**" means the Total Payments (excluding any Revenue Payments made pursuant to Section 2.2(d)(iv) and without giving effect to any True-Up Payment, but including any reconciliation payment made pursuant to Section 2.2(d)(ii) for any calendar quarter ending on or prior to the Test Date) are equal to or greater than [***]% of the aggregate Funded Amount of all Notes.

"**Third Party**" means any Person other than an Obligor, or any Affiliate of an Obligor.

"**Third Purchase**" is defined in Section 2.1(c).

"**Third Purchase Date**" means each Purchase Date in respect of the Third Purchase.

"**Total Payments**" means, as of any date of determination, (a) the aggregate amount of all Revenue Payments and Milestone Payments indefeasibly paid in cash by Issuer and actually received by the Purchasers pursuant to this Agreement *minus* (b) the Voluntary Repurchase Adjustment.

"**Trademarks**" means all trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations, including all renewals of trademark and service mark registrations, together, in each case, with the goodwill of the business connected with the use thereof.

"**Transfer**" is defined in Section 7.1.

"**True-Up Payment**" is defined in Section 2.2(c).

"**True-Up Payment Date**" means the date that is [***] following the Test Date.

"**U.S. Collateral Accounts**" means any Collateral Accounts maintained in the United States and its territories.

"**UCC**" means the Uniform Commercial Code, as the same may, from time to time, be enacted and in effect in the State of New York; provided that, to the extent that the UCC is used to define any term herein or in any Note Document and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided, further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection, or priority of, or remedies with respect to, Purchaser Agent's Lien on any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority, or remedies and for purposes of definitions relating to such provisions.

"**UK Insolvency Act**" means the Insolvency Act 1986 enacted in the United Kingdom, as such act may be amended, varied, supplemented or replaced from time to time.

"**UK Obligor**" means an Obligor incorporated under the laws of England and Wales.

"**United Kingdom**" and "UK" mean the United Kingdom of Great Britain and Northern Ireland.

"**Voluntary Repurchase**" has the meaning set forth in the definition of Voluntary Repurchase Adjustment.

"**Voluntary Repurchase Adjustment**" means, as of any date of determination, the sum of the following amounts for each voluntary repurchase of Notes made pursuant to Section 2.2(b)(ii) prior to such date (each, a "**Voluntary Repurchase**"):

(a) with respect to each Revenue Payment indefeasibly paid in cash by Issuer and actually received by the Purchasers prior to such Voluntary Repurchase, the product of (i) such Revenue Payment, *multiplied by* (ii) a fraction, the numerator of which is the Principal Deduction Payment for such Voluntary Repurchase and the denominator of which is the Funded Amount as of the date such Revenue Payment was received by the Purchasers; *plus*

(b) if a Milestone Payment was indefeasibly paid in cash by Issuer and actually received by the Purchasers prior to such Voluntary Repurchase, the product of (i) such Milestone Payment, *multiplied by* (ii) a fraction, the numerator of which is the Principal Deduction Payment for such Voluntary Repurchase and the denominator of which is the Funded Amount as of the date such Milestone Payment was received by the Purchasers.

Section 15.2 Divisions. For all purposes under the Note Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

[*Balance of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

ISSUER:

MEIRAGTX, LLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Operating Officer

GUARANTORS:

MEIRAGTX HOLDINGS PLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Financial Officer and Chief Operating Officer

MEIRAGTX LIMITED

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Operating Officer

MEIRAGTX OCULAR UK LIMITED

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Director

MEIRAGTX GENE REGULATION LIMITED

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Director

MEIRAGTX UK LIMITED

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Operating Officer

MEIRAGTX NEURO UK LIMITED

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Director

MEIRAGTX NEUROSCIENCES, INC.

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Operating Officer

MEIRAGTX THERAPEUTICS, INC.

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Treasurer and Secretary

MEIRAGTX BIO INC.

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Secretary and Treasurer

BRI-ALZAN, INC.

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Operating Officer

MEIRAGTX NEURO I, LLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Treasurer

MEIRAGTX NEURO II, LLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Treasurer

[*Signature Page to Royalty Note Purchase Agreement*]

PURCHASER AGENT:

MAVERICK SA LLC

By: /s/ David Dubinsky
Name: David Dubinsky
Title: Authorized Signatory

PURCHASERS:

TPC INVESTMENTS SOLUTIONS II LP

Address for notices:

[***]

By: /s/ David Dubinsky
Name: David Dubinsky
Title: Authorized Signatory

TPC INVESTMENTS SOLUTIONS CO-INVEST II LP

By: /s/ David Dubinsky
Name: David Dubinsky
Title: Authorized Signatory

Exhibit 10.2

Execution Version

Certain information marked as [***] has been excluded from this exhibit because it is both (i) not material and (ii) is the type that the registrant treats as private or confidential.

THE RIGHT TO PURCHASE ORDINARY SHARES SET FORTH HEREUNDER HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FILED UNDER SAID ACT AND ANY APPLICABLE STATE SECURITIES LAWS, UNLESS AN EXEMPTION FROM SUCH REGISTRATION IS AVAILABLE.

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this "Agreement") is made and entered into as of June 30, 2026 by and between (i) MeiraGTx Holdings plc, a Cayman Islands exempted company, with offices at 655 Third Avenue, Suite 1115, New York, NY 10017 (the "Company"), and (ii) TPC Investments Solutions II LP, a Delaware limited partnership, and TPC Investments Solutions Co-Invest II LP, a Delaware limited partnership (each, an "Investor" and collectively, the "Investors").

RECITALS

In connection with entering into that certain Note Purchase Agreement by and among the Company, the other obligors party thereto, the purchasers party thereto and Maverick SA LLC, as Purchaser Agent, dated as of even date herewith (the "NPA"), the Investors wish to purchase from the Company, and the Company wishes to sell and issue to the Investors, upon the terms and subject to the conditions stated in this Agreement, up to $25 million in ordinary shares of the Company, nominal value $0.00003881 per share (the "Ordinary Shares"). Capitalized terms used herein have the respective meanings ascribed thereto in the NPA unless otherwise defined herein.

In connection with the execution of this Agreement, the parties hereto will execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit A (the "Registration Rights Agreement"), pursuant to which the Company will agree to provide registration rights therein in respect of the Shares (as defined herein) under the 1933 Act (as defined herein), and the rules and regulations promulgated thereunder, and the applicable state securities laws.

In consideration of the mutual promises made herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions.

1.1 Certain Defined Terms. For the purposes of this Agreement, the following terms shall have the meanings set forth below:

"Affiliate" means, with respect to any Person, any other Person which directly or indirectly through one or more intermediaries Controls, is controlled by, or is under common

Control with, such Person, provided that the Investors and their respective Subsidiaries shall not be deemed to be Affiliates of the Company and its Subsidiaries, and vice versa.

"Company's Knowledge" means the actual knowledge, after reasonable inquiry, of (i) the President and Chief Executive Officer and (ii) the Chief Operating Officer and Chief Financial Officer of the Company.

"Control" (including the terms "controlling," "controlled by" or "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"Intellectual Property Rights" means any and all common law or statutory rights anywhere in the world arising under or associated with patents, patent applications, copyrights, trademarks, service marks, trade names, service names, trade secrets and other similar or equivalent proprietary rights.

"Material Adverse Change" means (i) a material adverse effect on the business, operations, assets or condition (financial or otherwise) of the Company and its Subsidiaries, taken as a whole, (ii) a material adverse effect on the validity or enforceability of this Agreement, (iii) a material adverse effect on the ability of the Company to perform any of its material obligations under this Agreement, or (iv) a material adverse effect on the rights or remedies of the Investors under this Agreement.

"Material Contract" means any contract, instrument or other agreement to which the Company or its Subsidiaries is a party or by which it is bound and that is material to the business of the Company and its Subsidiaries, taken as a whole, including those that have been filed or were required to have been filed as exhibits to the SEC Filings pursuant to Item 601(b)(10) of Regulation S-K.

"Nasdaq" means The Nasdaq Global Select Market.

"SEC" means the United States Securities and Exchange Commission.

"SEC Filings" means all reports, schedules, forms, statements and other documents required to be filed, and filed, by the Company under the 1933 Act and the 1934 Act since January 1, 2025.

"Transfer" means, by any Person, directly or indirectly, to sell, transfer, assign, pledge, encumber, hypothecate or otherwise dispose of or transfer (by the operation of law or otherwise), either voluntarily or involuntarily, or to enter into any contract, option or other arrangement, agreement or understanding with respect to the sale, transfer, assignment, pledge, encumbrance, hypothecation or other disposition or transfer (by the operation of law or otherwise), of any shares of equity securities beneficially owned by such Person or of any interest in any equity securities beneficially owned by such Person. In the event that any Person that is a corporation, partnership, limited liability company or other legal entity (other than a natural person) ceases to be controlled by the Person controlling such Person, such event shall be

deemed to constitute a "Transfer" of the assets (including any securities) held directly or indirectly by such first Person, and "Transferred" shall be construed accordingly.

"1933 Act" means the Securities Act of 1933, as amended.

"1934 Act" means the Securities Exchange Act of 1934, as amended.

1.2 Other Defined Terms. Each of the following terms is defined in the Section set forth opposite such term:

Agreement	Preamble
Announcement	Section 10.7
Anti-Money Laundering Laws	Section 6.23
[***]	[***]
CFC	Section 8.7
Closing	Section 3.1
Closing Date	Section 3.1
Code	Section 8.7
Company	Preamble
Date of Exercise	Section 4.1(d)
EDGAR System	Section 6.6
Environmental Laws	Section 6.16
Exercise Amount	Section 4.1(c)
Exercised Right Shares	Section 4.1(d)
Exercise Price	Section 4.1(i)
FDA	Section 6.28
FINRA	Section 4.2(c)
GAAP	Section 6.6
Initial Shares	Section 2
Investors	Preamble
Legend Removal Date	Section 8.1
Maximum Percentage	Section 8.9
[***]	[***]
New Right	Section 5.2
Notice of Exercise	Section 4.1(c)
NPA	Recitals
Offer Notice	Section 4.2(a)
Offering	Section 4.2(a)
Offering Participation Opportunity	Section 4.2(b)
Offering Price	Section 4.2(b)
Ordinary Shares	Recitals
Permitted Transferee	Section 10.1
PFIC	Section 8.7
Purchase Price	Section 2
QEF	Section 8.7
Register of Members	Section 3.2
Right	Section 4.1(a)

Right and Participation Term	Section 4.1(b)
Right Register	Section 5.1
Right Shares	Section 4.1(a)
Rule 144 Certificate	Section 8.1
Sanctioned Country	Section 6.24
Sanctions	Section 6.24
Share Delivery Date	Section 4.1(d)
Shares	Section 4.1(a)
Standard Settlement Period	Section 4.1(d)
Total Right and Offering Participation Amount	Section 4.1(a)
Trading Day	Section 4.1(d)
Transfer Agent	Section 8.1
Unrestricted Shares	Section 8.2

1.3 Interpretation. When a reference is made in this Agreement to an Article, a Section, Exhibit or Schedule, such reference shall be to a Section of, or an Exhibit or Schedule to this Agreement unless otherwise indicated. Whenever the words "include," "includes" or "including" are used in this Agreement, they shall be deemed to be followed by the words "without limitation." The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement unless the context requires otherwise. The words "date hereof" when used in this Agreement shall refer to the date of this Agreement. The terms "or," "any" and "either" when used in this Agreement are not exclusive. The word "extent" in the phrase "to the extent" when used in this Agreement shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply "if." All terms defined in this Agreement shall have the defined meanings when used in any document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. All references to "dollars" or "$" shall refer to the lawful money of the United States. References to a Person are also to its permitted assigns and successors. When calculating the period of time between which, within which or following which any act is to be done or step taken pursuant to this Agreement, (i) the date that is the reference date in calculating such period shall be excluded and (ii) unless otherwise required by law, if the last day of such period is not a Business Day, the period in question shall end on the next succeeding Business Day. The parties hereto have participated jointly in the negotiation and drafting of this Agreement, and in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party hereto by virtue of the authorship of any provision of this Agreement.

2. Purchase and Sale of the Shares. Upon the terms and subject to the conditions set forth herein, on the Closing Date, the Company shall issue and sell to the Investors, and each

Investor shall purchase that number of Ordinary Shares set forth opposite such Investor's name on Exhibit B hereto (collectively, the "Initial Shares") at a price per Ordinary Share equal to $10.52, for an aggregate purchase price of $9,999,996.40 (the "Purchase Price").

3. Closing.

3.1 Closing. The closing of the purchase and sale of the Initial Shares (the "Closing") shall occur remotely via exchange of documents and signatures at or before 2:00 pm Eastern Time on the Second Purchase Date (the "Closing Date"). On the Closing Date, the Investors shall deliver or cause to be delivered to the Company the Purchase Price via wire transfer of immediately available funds pursuant to the wire instructions provided by the Company to the Investors prior to the Closing Date.

3.2 On the Closing Date, the Company shall deliver or cause to be delivered to each Investor the Initial Shares in book-entry form, registered in the name of such Investor (following the Transfer Agent (as defined below) updating the register of members of the Company (the "Register of Members") to reflect the issuance of such Initial Shares), in the amount as set forth in this Agreement.

4. Right to Purchase Additional Shares; Opportunity to Participate in Future Financings.

4.1 Right to Purchase Additional Shares.

(a) The Company hereby grants to each of the Investors (including in all respects its Permitted Transferees and assigns) the right to purchase at any time and from time to time after the Closing and on or prior to the expiration of the Right and Participation Term (such purchase right, the "Right") up to a number of newly issued Ordinary Shares equal to the amount set forth opposite such Investor's name under "Aggregate Exercise Price" on Exhibit C attached hereto (as such amount may be adjusted pursuant to Section 4.2, the "Total Right and Offering Participation Amount") divided by the Exercise Price, rounding down to the nearest whole share (such shares, the "Right Shares" and, together with the Initial Shares, the "Shares"); provided, however, no Investor may partially exercise the Right for a dollar amount of Right Shares that is less than $7,500,000 (as such amount may be adjusted pro rata with any adjustment to the Total Right and Offering Participation Amount pursuant to Section 4.2) unless (a) such lesser amount is necessary to prevent any Investor from acquiring a number of Ordinary Shares that would exceed the Maximum Percentage or (b) it is the final exercise and such final exercise is for the remaining, unexercised portion of the Total Right and Offering Participation Amount. For the avoidance of doubt, the maximum aggregate number of Right Shares that can be purchased pursuant to the Right by all Investors is that number of Right Shares issuable for an aggregate Exercise Price for all Investors of approximately $15,000,000 (subject to any adjustment of the Total Right and Offering Participation Amount pursuant to Section 4.2).

(b) The Right shall be exercisable by the Investors at any time after the Closing and from time to time until exercised in full until the earlier of (i) the close of business on [***]and (ii) the closing date of a Change of Control (excluding any Permitted Acquisitions) (as applicable, the "Right and Participation Term"). The Company shall notify the Investors in

writing at least ten (10) Business Days prior to the anticipated date of any Change of Control, which notice may be satisfied pursuant to Section 10.4 or pursuant to the Company's filing of a Current Report on Form 8-K with the SEC.

(c) The Right shall be exercisable by the Investors by delivery of the notice of exercise attached as Exhibit D hereto (the "Notice of Exercise") together with an amount equal to (i) the number of Right Shares as to which the Right is being exercised, multiplied by (ii) the Exercise Price (the "Exercise Amount"), paid via wire transfer of immediately available funds pursuant to the wire instructions provided by the Company to the Investors.

(d) Upon delivery of a Notice of Exercise by an Investor to the Company at its address for notice set forth in Section 10.4 and upon payment of the Exercise Amount for the Right Shares being purchased by such Investor, the Company shall deliver or cause to be delivered to such Investor the Right Shares subject to such Notice of Exercise (the "Exercised Right Shares") in book-entry form, registered in the name of such Investor (following the Transfer Agent updating the Register of Members to reflect the issuance of such Right Shares), such delivery to be made promptly, but in any case in accordance with the Standard Settlement Period (the "Share Delivery Date"). In lieu of delivery of a book-entry position and subject to applicable law, such Investor may direct the Company by written notice to have the Right Shares deposited in an account designated by such Investor; provided, however, that such Investor demonstrates compliance with applicable securities laws in connection with any such notice and no such designation shall be made by the Investor during the Lock-Up Period. Any person so designated by such Investor to receive Right Shares shall be deemed to have become the holder of record of such Right Shares and shall be treated as a shareholder of the Company for all purposes as of the Date of Exercise of the Right. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days. As used in this Agreement, a "Date of Exercise" means the date on which such Investor shall have delivered to the Company (i) the Notice of Exercise attached hereto, appropriately completed and duly signed and (ii) payment of the Exercise Amount for the Right Shares being purchased. As used in this Agreement, "Trading Day" means any weekday on which the primary trading market or exchange for the Ordinary Shares is normally open for trading.

(e) If the Company fails to deliver the Right Shares pursuant to Section 4.1(d) by the Share Delivery Date, then the applicable Investor will have the right to rescind such exercise.

(f) [***]

(g) No fractional Right Shares will be issued in connection with any exercise of the Right. In lieu of any fractional shares that would otherwise be issuable, the number of Right Shares to be issued shall be rounded down to the next whole number.

(h) Issuance and delivery of the Right Shares upon exercise of the Right shall be made without charge to the applicable Investor for any issue or transfer tax, transfer agent fee or other incidental tax or expense in respect of such issuance, all of which taxes and expenses shall be paid by the Company; provided, however, that the Company shall

not be required to pay any capital gains tax or income tax that may be imposed on such Investor; provided further that if Right Shares are to be registered in a name or names other than the name of such Investor, funds sufficient to pay all transfer taxes payable as a result of such transfer shall be paid by such Investor.

(i) If this Agreement is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Agreement, a new Right, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and customary and reasonable indemnity, if requested. Applicants for a new Right under such circumstances shall also comply with such other reasonable regulations and procedures and pay such other reasonable third-party costs as the Company may prescribe.

(j) In the event an Investor exercises the Right, the purchase price per share at which such Investor shall be required to purchase the Right Shares (the "Exercise Price") shall be [***]; provided, however, that if the number of Right Shares to be purchased pursuant to the relevant Notice of Exercise, together with all prior issuances of Shares pursuant to this Agreement, is greater than [***] Ordinary Shares, then [***].

4.2 Opportunity to Participate in Future Financings.

(a) From the date hereof until the expiration of the Right and Participation Term, if the Company proposes to undertake an offering of Ordinary Shares, or any instruments convertible into Ordinary Shares, which, when considered as part of any broader related transaction or transactions, as applicable, is primarily for capital raising purposes (excluding any issuances of Ordinary Shares or instruments convertible into Ordinary Shares made in connection with a collaboration, technology license, development or other similar agreement or strategic acquisition or partnership or any issuances pursuant to an at-the-market offering) (such proposed offering, an "Offering"), the Company shall, within a reasonable period of time preceding the consummation of the Offering, provide written notice to the Investors of such Offering, including the material proposed terms of such offering, or, if applicable, shall direct the underwriters or placement agents of such Offering to promptly contact the Investors regarding such Offering (the "Offer Notice"); provided, that the Investors enter into an agreement to keep the Offer Notice and the information set forth therein confidential and, if needed, to refrain from transacting in the Ordinary Shares.

(b) The Company shall use its best efforts to provide the Investors with the opportunity to purchase Ordinary Shares, or such instruments convertible into Ordinary Shares, as applicable, to be sold in such Offering (without regard to the exercise of any over-allotment Right) at the same price per security at which the securities offered in the Offering are being offered to other investors, before excluding underwriters' discounts and commissions or placement agent fees, as applicable (the "Offering Price"), and on the same terms as those granted to other participants in the Offering, having an aggregate Offering Price (and collectively among all Investors) equal to the Total Right and Offering Participation Amount (the "Offering Participation Opportunity"). The Total Right and Offering Participation Amount available to the Investors shall be reduced, as applicable, by (i) the aggregate Offering Price of the Ordinary Shares purchased by the Investors in any Offering or Offerings and (ii) the aggregate Exercise

Price for the Right Shares issued upon any exercise of the Right. The Offering Participation Opportunity shall terminate and expire upon the expiration of the Right and Participation Term.

(c) The Company shall provide the Investors with reasonable advance notice of the proposed Offering.

(d) Notwithstanding the foregoing, in the event that (i) the Company is advised by the SEC, the Financial Industry Regulatory Authority ("FINRA"), any securities exchange on which the Company's shares are traded or any other regulatory body (or any of their staffs), or (ii) outside legal counsel for the Company reasonably determines, after consulting with legal counsel to the Investors, that the offering or sale of such securities to the Investors as described in this Section 4.2 would violate any applicable federal or state securities laws or the applicable rules or regulations of the SEC, FINRA, such securities exchange, or any other applicable regulatory body, then no Investor shall be given the opportunity to participate in the Offering.

(e) The Company and the Investors hereby acknowledge that: (i) all offers to be made to the Investors pursuant to this Agreement shall be conducted in compliance with all federal and state securities laws and regulations and all applicable rules, regulations and policies of the SEC, any securities exchange on which the Ordinary Shares are traded, or any other regulatory body; (ii) nothing in this Section 4.2 constitutes an offer or the commitment by any person to purchase any securities in any offering, and (iii) the rights of the Investors under this Section 4.2 to purchase securities in an offering will be conditioned upon the completion of any such Offering.

5. Right Register; Transfers of Right.

5.1 The Company shall register the Right in a record to be maintained by the Company for that purpose (the "Right Register") in the name of the applicable Investor. The Company may deem and treat the applicable Investor as the absolute owner hereof for the purpose of any exercise hereof and for all other purposes, absent actual notice to the contrary.

5.2 Subject to Section 10.1 and compliance with the relevant securities laws, this Agreement may be transferred in its entirety and not in part and the Company shall register such transfer of the Right in the Right Register, upon surrender of this Agreement, together with the Form of Assignment attached hereto as Exhibit E, duly completed and signed, to the Company at its address for notice set forth in Section 10.4. Upon any such transfer, a new Right to purchase Shares, in substantially the form of this Agreement (any such new Agreement, a "New Right"), shall be issued to the transferee. The acceptance of the New Right by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations of a holder of the Right.

6. Representations and Warranties of the Company. The Company hereby represents and warrants to the Investors as of the Closing Date and each date on which the Company delivers Right Shares to an Investor (with the exception of Section 6.32, which shall only be as of the Closing Date) that, except as described in the SEC Filings, the NPA, this

Agreement and the Registration Rights Agreement, each of which qualify these representations and warranties in their entirety:

6.1 Organization, Good Standing and Qualification. The Company is duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and authority to carry on its business as now conducted and to own or lease its properties. The Company is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification or leasing necessary unless the failure to so qualify has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change. Each of the Company's Subsidiaries (i) has been duly incorporated or organized, as the case may be, and is validly existing as a corporation, partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or organization and has the power and authority (corporate or other) to carry on its business as now conducted and to own or lease its properties, and (ii) is duly qualified as a foreign corporation, partnership or limited liability company, as applicable, to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property makes such qualification necessary unless the failure to so qualify has not had and would not reasonably be expected to have a Material Adverse Change.

6.2 Authorization. The Company has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of the Company and its shareholders is necessary for, (i) the authorization, execution and delivery of this Agreement, (ii) the performance of all obligations of the Company under this Agreement, and (iii) the issuance and delivery of the Shares. This Agreement has been duly authorized and constitute the legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms, including for the sake of clarity, applicable law as set forth therein, and subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles.

6.3 Capitalization. The SEC Filings accurately reflect, in all material respects, as of their respective dates (a) the authorized share capital of the Company; (b) the number of shares of the Company issued and outstanding; (c) the number of shares of the Company issuable pursuant to the Company's stock plans; and (d) the number of shares of the Company issuable and reserved for issuance pursuant to securities (other than the Shares) exercisable for, or convertible into or exchangeable for any shares of the Company. All of the issued and outstanding shares of the Company have been duly authorized and validly issued and are fully paid, nonassessable and none of such shares were issued in violation of any pre-emptive rights and such shares were issued in compliance in all material respects with applicable Cayman Islands, state and federal securities law and any rights of third parties. No Person is entitled to pre-emptive or similar statutory or contractual rights with respect to the issuance by the Company of the Shares. As of the date hereof, there are no outstanding warrants, options, convertible securities or other securities or agreements or arrangements of any character under which the Company is obligated to issue any equity securities. There are no voting agreements, buy-sell agreements, option or right of first purchase agreements or other agreements of any kind

between the Company and any of the securityholders of the Company relating to the securities of the Company held by them. No Person has the right to require the Company to register any securities of the Company under the 1933 Act, whether on a demand basis or in connection with the registration of securities of the Company for its own account or for the account of any other Person. The Company does not have an outstanding shareholder rights plan 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 applicable events. The issuance and sale of the Shares will not obligate the Company to issue Ordinary Shares or other securities to any other Person (other than the Investors) and will not result in the adjustment of the exercise, conversion, exchange or reset price of any outstanding security.

6.4 Valid Issuance. The Shares have been duly and validly authorized and, when issued (by the entry of the applicable Investor in the Register of Members confirming that such Shares have been issued credited as fully paid) and paid for pursuant to the terms of this Agreement, shall be validly issued, fully paid and nonassessable, and shall be free and clear of all encumbrances and restrictions (other than those created by the Investors), except for restrictions on transfer imposed by applicable securities laws.

6.5 No Material Adverse Change. Since March 31, 2026, (i) there has not been any event, occurrence, development or condition of any character that has had or would reasonably be expected to have a Material Adverse Change; (ii) there have not been any changes in the authorized capital, assets, liabilities, financial condition, business, Material Contracts or operations of the Company and its Subsidiaries, taken as a whole, from that reflected in the consolidated financial statements of the Company and its Subsidiaries, except for any such changes in the ordinary course of business which have not had or would not reasonably be expected to have a Material Adverse Change and (iii) the Company has not declared or made any dividend or distribution of cash or other property to its shareholders. No material event, liability, fact, circumstance, occurrence or development has occurred or exists, or is reasonably expected to occur or exist, with respect to the Company or its Subsidiaries or their respective businesses, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable law that has not been publicly disclosed.

6.6 SEC Filings; Financial Statements. Since January 1, 2025, the Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the 1933 Act and the 1934 Act. The financial statements included in the SEC Filings comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and present fairly, in all material respects, the financial position of the Company as of the dates shown and its results of operations and cash flows for the periods shown, and such financial statements have been prepared in conformity with United States generally accepted accounting principles applied on a consistent basis during the periods involved ("GAAP") (except as may be disclosed therein or in the notes thereto, and except that the unaudited quarterly financial statements may not contain all footnotes required by GAAP, as permitted by Form 10-Q under the 1934 Act). At the time of filing thereof, the SEC Filings complied in all material respects with the requirements of the 1933 Act or the 1934 Act, as applicable, and, as of their respective dates, did not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make

the statements made therein, in light of the circumstances under which they were made, not misleading. The Company has further made available to the Investors through the Electronic Date Gathering, Analysis, and Retrieval System (the "EDGAR System"), true and complete copies of the SEC Filings. The Company has made all filings required to be made pursuant to the 1934 Act. No event or circumstance has occurred or information exists with respect to the Company or its business, properties, operations or financial condition, which, under applicable law, rule or regulation, requires public disclosure or announcement by the Company but which has not been so publicly announced or disclosed (assuming for this purpose that the SEC Filings are being incorporated by reference into effective registration statements filed by the Company under the 1933 Act).

6.7 Consents. The execution, delivery and performance by the Company of this Agreement and the offer, issuance and sale of the Shares pursuant to this Agreement require no consent of, action by or in respect of, or filing with, any Person, governmental body, agency, or official other than (a) filings that have been made pursuant to applicable state securities laws, (b) post-sale filings pursuant to applicable state and federal securities laws, (c) filings pursuant to the rules and regulations of Nasdaq, and (d) such other consents, actions or filing that the failure of which to obtain or make has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change and would not reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impair the ability of the Company and its Subsidiaries (taken as a whole), to consummate the transactions contemplated hereby. Subject to the accuracy of the representations and warranties of the Investors set forth in Section 7, the Company has taken all action necessary to exempt the issuance and sale of the Shares pursuant to this Agreement from the provisions of any shareholder rights plan or other "poison pill" arrangement, any anti-takeover, business combination or control share law or statute binding on the Company or to which any of its assets and properties is subject that is or would reasonably be expected to become applicable to the Investors as a result of the transactions contemplated by this Agreement, including the issuance of the Shares and the ownership, disposition or voting of the Shares by the Investors or the exercise of any right granted to the Investors pursuant to this Agreement.

6.8 Legal Proceedings. There are no legal, governmental or regulatory investigations, actions, suits or proceedings pending to which the Company or any of its Subsidiaries is or would reasonably be expected to become a party or to which any property of the Company is or would reasonably be expected to become the subject that, individually or in the aggregate, if determined adversely to the Company or its Subsidiaries, would (i) reasonably be expected to have a Material Adverse Change or (ii) adversely affect or challenge the legality, validity or enforceability of this Agreement. Neither the Company nor any of its Subsidiaries, nor, to the Company's Knowledge, any director or officer thereof, is or has been the subject of any action involving a judicially filed claim of violation of or liability under U.S. federal, state or foreign securities laws or a judicially filed claim of breach of fiduciary duty that, individually or in the aggregate, would reasonably be expected to be material to the Company and its Subsidiaries (taken as a whole). There has not been, and to the Company's Knowledge, there is not pending or threatened, any investigation by the SEC involving the Company or any current or former director or officer of the Company that, individually or in the aggregate, would reasonably be expected to be material to the Company and its Subsidiaries (taken as a whole). The SEC has not issued any stop order or other order suspending the effectiveness of any

registration statement filed by the Company or any of its Subsidiaries under the 1933 Act or the 1934 Act.

6.9 Compliance. The Company is not (i) in default under or in violation of (and no event has occurred that has not been waived that, with notice or lapse of time or both, would result in a default by the Company under), nor has the Company received notice of a claim that it is in default under or that it is in violation of, any Material Contract, (ii) in violation of any judgment, decree or order of any court, arbitrator or governmental body or (iii) in violation of any statute, rule, ordinance or regulation of any governmental authority, including any foreign, federal, state or local law relating to taxes, environmental protection, occupational health and safety, product quality and safety or employment and labor matters, in each case, except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change.

6.10 Tax Matters. (a) Each of the Company and its Subsidiaries has (i) timely filed (taking into account all applicable extensions) all material tax returns required to be filed by it with the appropriate governmental authority and (ii) paid (or had paid on its behalf) to the appropriate governmental authority all material taxes required to be paid by it, except with respect to matters contested in good faith and for which adequate reserves have been established in accordance with GAAP in the applicable financial statements referred to in Section 6.6 and (b) there are no material tax liens or claims pending or, to the Company's Knowledge, threatened against the Company or any of its Subsidiaries or any of their respective assets or properties.

6.11 Use of Proceeds. The net proceeds of the sale of the Shares hereunder shall be used by the Company as working capital and for general corporate purposes.

6.12 Title to Properties. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, (i) the Company and its Subsidiaries have good and marketable title to all real properties and all other properties and assets owned by them, in each case free from liens, encumbrances and defects, and (ii) the Company and its Subsidiaries hold leased real or personal property under valid, subsisting and enforceable leases with which the Company and its Subsidiaries are in compliance.

6.13 No Conflict, Breach, Violation or Default. The execution, delivery and performance of this Agreement by the Company and the issuance and sale of the Shares pursuant to this Agreement shall not conflict with or result in a breach or violation of (a) any of the terms and provisions of the Company's Articles of Association, as in effect on the date hereof (true and complete copies of which have been filed through the EDGAR System) or (b) assuming the accuracy of the representations and warranties in Section 7, any applicable statute, rule, regulation or order of any governmental agency or body or any court, domestic or foreign, having jurisdiction over the Company or its Subsidiaries, or any of their assets or properties, except in the case of clause (b), as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries (taken as a whole) and would not reasonably be expected to, individually or in the aggregate prevent, materially delay or materially impair the ability of the Company to consummate a Closing. The execution, delivery and performance of this Agreement by the Company and the issuance and sale of the Shares pursuant to this Agreement shall not conflict with, or constitute a default (or an event

which with notice or lapse of time or both would become a default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, any contract, instrument or other agreement to which the Company or its Subsidiaries is a party or by which it is bound, except as has not been and would not reasonably be expected to be, individually or in the aggregate, material to the Company and its Subsidiaries (taken as a whole) and would not reasonably be expected to, individually or in the aggregate, prevent, materially delay or materially impair the ability of the Company to consummate a Closing.

6.14 Intellectual Property. (i) Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, the Company and its Subsidiaries own or otherwise have rights to use the Intellectual Property Rights used in, necessary for, or material to the conduct of the Company's business as currently conducted; (ii) there is no pending or, to the Company's Knowledge, threatened action, suit, proceeding or claim by any Person that the Company's business or the business of its Subsidiaries as now conducted infringes or otherwise violates any Intellectual Property Rights of another Person; (iii) except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, to the Company's Knowledge, there is no existing infringement by another Person of any of the Intellectual Property Rights of the Company or its Subsidiaries; (iv) the Company and its Subsidiaries have taken reasonable security measures to protect the secrecy, confidentiality and value of all of its Intellectual Property Rights material to the conduct of its business, except where the failure to do so would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Change; (v) all material licenses or other material agreements under which the Company is granted Intellectual Property Rights are in full force and effect and, to the Company's Knowledge, there is no material default by any other party thereto, except as would not reasonably be expected to have a Material Adverse Change; and (vi) the consummation of the transactions contemplated by the NPA and this Agreement shall not result in the alteration, loss, impairment of or restriction on the Company's or any of its Subsidiaries' ownership or right to use any Intellectual Property Rights that is material to the conduct of the Company's business as currently conducted. The Company has no reason to believe that the licensors under such licenses and other agreements do not have and did not have all requisite power and authority to grant the rights to the Intellectual Property Rights purported to be granted thereby.

6.15 Certificates, Authorities and Permits. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change the Company and its Subsidiaries possess adequate certificates, authorities or permits issued by appropriate governmental agencies or bodies necessary to conduct the business now operated by them. Neither the Company nor any of its Subsidiaries have received any notice of proceedings relating to the revocation or modification of any such certificate, authority or permit that, if determined adversely to the Company or its Subsidiaries, would reasonably be expected to be material to the Company and its Subsidiaries (taken as a whole).

6.16 Environmental Matters. Except as has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Change, neither the Company nor any of its Subsidiaries: (i) is in violation of any statute, rule, regulation, decision or order of any governmental agency or body or any court, domestic or foreign, relating to the use, disposal or release of hazardous or toxic substances or relating to the protection or restoration of the environment or human exposure to hazardous or toxic substances (collectively,

"Environmental Laws"), (ii) has released any hazardous substances regulated by Environmental Law on to any real property that it owns or operates, or has received any written notice or claim it is liable for any off-site disposal or contamination pursuant to any Environmental Laws; and (iii) to the Company's Knowledge, there is no pending or threatened investigation that would reasonably be expected to lead to such a claim.

6.17 Compliance with Nasdaq Continued Listing Requirements. The Company is in material compliance with applicable Nasdaq continued listing requirements and the Company has not received any notice from Nasdaq of the delisting of the Ordinary Shares from Nasdaq nor, to the Company's Knowledge, is there any reasonable basis for the delisting of the Ordinary Shares from Nasdaq. There are no proceedings pending or, to the Company's Knowledge, threatened against the Company relating to the continued listing of the Ordinary Shares on Nasdaq.

6.18 Brokers and Finders. Neither the Company nor any of its Subsidiaries shall have as a result of the transactions contemplated by this Agreement any obligation to pay any broker's, finder's or similar commission, fee or compensation pursuant to any agreement, arrangement or understanding entered into by or on behalf of the Company or its Subsidiaries.

6.19 No Directed Selling Efforts or General Solicitation. Neither the Company nor any of its Subsidiaries nor any Person acting on its behalf has conducted any general solicitation or general advertising (as those terms are used in Regulation D under the 1933 Act) in connection with the offer or sale of any of the Shares.

6.20 No Integrated Offering. Neither the Company nor any of its Subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) for the exemption from registration for the transactions contemplated by this Agreement or would require registration of the Shares under the 1933 Act.

6.21 Private Placement. Assuming the accuracy of the representations and warranties of the Investors set forth in Section 7, the offer and sale of the Shares to the Investors as contemplated hereby is exempt from the registration requirements of the 1933 Act. The issuance and sale of the Shares does not contravene the rules and regulations of Nasdaq.

6.22 No Unlawful Payments. Neither the Company nor any of its Subsidiaries nor any director, officer, or employee of the Company or any of its Subsidiaries nor, to the Company's Knowledge, any agent, affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries has: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made or taken an act in furtherance of an offer, promise or authorization of any direct or indirect unlawful payment or benefit to any foreign or domestic government or regulatory official or employee, including of any government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any

applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom, or any other applicable anti-bribery or anti-corruption laws; or (iv) made, offered, agreed, requested or taken an act in furtherance of any unlawful bribe or other unlawful benefit, including, without limitation, any rebate, payoff, influence payment, kickback or other unlawful or improper payment or benefit. The Company and its Subsidiaries have instituted and continue to maintain and enforce policies and procedures designed to promote and ensure compliance with all applicable anti-bribery and anti-corruption laws.

6.23 Compliance with Anti-Money Laundering Laws. (i) The operations of the Company and its Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements, including those of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the applicable money laundering statutes of all jurisdictions where the Company or any of its Subsidiaries conducts business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental or regulatory agency (collectively, the "Anti-Money Laundering Laws") and (ii) no action, suit or proceeding by or before any court or governmental or regulatory agency, authority or body or any arbitrator involving the Company or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the Company's Knowledge, threatened.

6.24 No Conflicts with Sanctions Laws. Neither the Company nor any of its Subsidiaries, directors, officers or employees nor, to the Company's Knowledge, any agent, or affiliate or other person associated with or acting on behalf of the Company or any of its Subsidiaries is currently the subject or the target of any sanctions administered or enforced by the U.S. Government (including the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State and including the designation as a "specially designated national" or "blocked person"), the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company or any of its Subsidiaries located, organized or resident in a country or territory that is the subject or the target of Sanctions (each, a "Sanctioned Country"). The Company shall not directly or indirectly use the proceeds of the offering of the Shares hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity (i) to fund or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or the target of Sanctions, (ii) to fund or facilitate any activities of or business in any Sanctioned Country or (iii) 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. For the past five years, the Company and its Subsidiaries have not knowingly engaged in any dealings or transactions with any Person that at the time of the dealing or transaction is or was the subject or the target of Sanctions or with any Sanctioned Country.

6.25 Transactions with Affiliates. As of the date hereof, none of the executive officers or directors of the Company or its Subsidiaries and, to the Company's Knowledge, none of the employees of the Company or its Subsidiaries is presently a party to any transaction with the Company (other than as holders of stock options and/or warrants, and for services as

employees, officers and directors) that is required to be disclosed under Item 404 of Regulation S-K under the 1933 Act.

6.26 Internal Controls. The Company has established and maintains disclosure controls and procedures (as defined in Rules 13a-15 and 15d-15 under the 1934 Act), which are designed to ensure that material information relating to the Company, including its consolidated Subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities. Since the end of the Company's most recent audited fiscal year through the date of this Agreement, there have been no significant deficiencies or material weakness in the Company's internal control over financial reporting that remain un-remediated and no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company is not aware of any change in its internal controls over financial reporting that has occurred during its most recent fiscal quarter that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

6.27 Investment Company. The Company is not required to be registered as, and is not an Affiliate of, and immediately following the Closing and each date of issuance of Right Shares, as applicable, will not be required to register as, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

6.28 Tests and Preclinical and Clinical Trials. (i) The studies, tests and preclinical and clinical trials conducted by or, to the Company's Knowledge, on behalf of the Company that are described in the SEC Filings were and, if still pending, are being, conducted in all material respects in accordance with the protocols submitted to the U.S. Food and Drug Administration (the "FDA") or any foreign governmental body exercising comparable authority, procedures and controls pursuant to, where applicable, accepted professional and scientific standards, and all applicable laws and regulations; (ii) the descriptions of the studies, tests and preclinical and clinical trials conducted by or, to the Company's Knowledge, on behalf of the Company, and the results thereof, contained in the SEC Filings are accurate and complete in all material respects; (iii) the Company has not received any notices or correspondence from the FDA, any foreign, state or local governmental body exercising comparable authority or any Institutional Review Board requiring the termination, suspension, material modification or clinical hold of any studies, tests or preclinical or clinical trials conducted by or on behalf of the Company and (iv) the Company is not aware of any other studies, tests or preclinical and clinical trials, the results of which call into question the results described in the SEC Filings.

6.29 Labor. Neither the Company nor any of its Subsidiaries is bound by or subject to any collective bargaining agreement or any similar agreement with any organization representing its employees. As of the date hereof, no labor dispute with the employees of the Company and its Subsidiaries exists or, to the Company's Knowledge, is threatened, and the Company is not aware of any existing or imminent labor disturbance by the employees of any of its principal suppliers or contractors that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Change.

6.30 Regulation M Compliance. The Company has not, and to the Company's Knowledge no one acting on its behalf has, (i) taken, directly or indirectly, any action designed to cause or to result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of any of the Shares, (ii) sold, bid for, purchased, or paid any compensation for soliciting purchases of, any of the Shares, or (iii) paid or agreed to pay to any Person any compensation for soliciting another to purchase any other securities of the Company.

6.31 Other Covered Persons. The Company is not aware of any person that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Shares.

6.32 No Other Transactions. Except as otherwise disclosed to the Investors or sales in connection with the payment or withholding of income taxes due to the vesting or settlement of equity awards, the Company is not aware of any pending, planned or contemplated significant sale or other disposition of Ordinary Shares by any of its Section 16 officers and directors, other than sales pursuant to a contract, instruction or plan that complies with Rule 10b5-1 under the 1934 Act.

6.33 Full Disclosure. The written materials delivered to the Investors in connection with the transactions contemplated by this Agreement, when considered together with the SEC Filings, do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. The Company understands and confirms that the Investors will rely on the foregoing representations in effecting the transactions under this Agreement.

6.34 No Other Representation or Warranty. Other than the representations and warranties expressly set forth in this Agreement, neither the Company nor any other Person on behalf of the Company makes, and the Company, on behalf of itself and each such other Person, hereby disclaims, any express or implied representation or warranty with respect to the Company or any of the Company's Subsidiaries, and the Investors are not relying on any representation or warranty other than those expressly set forth in this Agreement. The Company agrees that, other than the representations and warranties expressly set forth in this Agreement, the Investors do not make and have not made any representations or warranties relating to themselves or their respective businesses or otherwise in connection with the transactions contemplated by this Agreement, and the Company is not relying on any representation or warranty other than those expressly set forth in this Agreement.

7. Representations and Warranties of the Investors. Each Investor hereby represents and warrants to the Company as of the Closing Date and each Date of Exercise that:

7.1 Organization and Existence. Each Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to enter into and consummate the transactions contemplated by this Agreement and to carry out its obligations under this Agreement.

7.2 Authorization. Each Investor has the requisite corporate power and authority and has taken all requisite corporate action necessary for, and no further action on the part of such Investor and its shareholders is necessary for, (i) the authorization, execution and delivery of this Agreement, (ii) the performance of all obligations of such Investor under this Agreement, and (iii) the purchase of the Shares as contemplated hereby. This Agreement has been duly authorized and, when executed and delivered by the Company, shall constitute the legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally and to general equitable principles.

7.3 Accredited Investor; Purchase for Own Account; Due Diligence; Investment Experience and Risk. Such Investor (A) is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the 1933 Act, and it is acquiring the Right and the Shares for its own account for investment purposes and not with the view to any sale or distribution, (B) not with a view to the resale or distribution of any part thereof, and will not offer, sell or otherwise dispose of the Right or the Shares except under circumstances as will not result in a violation of applicable securities laws, (C) has had such opportunity as it has deemed adequate to ask questions of the Company and its representatives and to otherwise obtain from the Company such information regarding the Company, along with copies of all information from the Company that it deems necessary to permit it to evaluate the merits of accepting the Right and the Shares, (D) has such knowledge, sophistication and experience in business and financial matters to be able to evaluate the merits, risks and other considerations relating to the acquisition of the Right and the Shares; (E) understands and acknowledges that the Right and the Shares involves a high degree of risk; and (F) the Investor did not learn of the investment in the Right and the Shares as a result of any general solicitation or general advertising.

7.4 Restricted Securities. Such Investor understands that the Right and the Shares are not registered under the 1933 Act, that the Right and the Shares are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, it must hold the Right and the Shares indefinitely unless they are registered with the SEC and qualified by state authorities, or an exemption from such registration and qualification requirements is available.

7.5 No Other Representation or Warranty. Other than the representations and warranties expressly set forth in this Agreement, neither the Investors nor any other Person on behalf of any Investor makes, and each such Investor, on behalf of itself and each such other Person, hereby disclaims, any express or implied representation or warranty with respect to such Investor, and the Company is not relying on any representation or warranty other than those expressly set forth in this Agreement. Each Investor agrees that, other than the representations and warranties expressly set forth in this Agreement, neither the Company nor any of its Subsidiaries makes, or has made, any representations or warranties relating to itself or its business or otherwise in connection with the transactions contemplated by this Agreement, and such Investor is not relying on any representation or warranty other than those expressly set forth in this Agreement. In particular, without limiting the foregoing, none of the Company or any other Person makes or has made any representation or warranty to any Investor or any of its Affiliates or representatives with respect to (a) any financial projection, forecast, estimate,

budget or prospective information relating to the Company, any of its Affiliates or any of their respective businesses, or (b) any oral or, except for the representations and warranties expressly made by the Company in Section 6, written information made available to the Investors or any of their Affiliates or representatives in the course of their evaluation of the Company, the negotiation of this Agreement or in the course of the transactions contemplated by this Agreement.

8. Covenants and Agreements of the Parties.

8.1 Removal of Legends. In connection with any sale or disposition of the Shares by the Investors or their Permitted Transferees pursuant to Rule 144, any other exemption under the 1933 Act or an effective registration statement, such that the purchaser acquires freely tradable shares and subject to compliance by the applicable Investor with the requirements of this Agreement (including Section 8.4), if requested by such Investor, the Company shall cause the transfer agent for the Ordinary Shares (the "Transfer Agent") to remove any restrictive legends related to the book entry account holding such Shares and make a new, unlegended entry for such book entry Ordinary Shares sold or disposed of without restrictive legends (the "Unrestricted Shares"). In connection with any request hereunder by the applicable Investor or its Permitted Transferees, such Investor or its Permitted Transferees shall promptly provide such additional information or certificates that the Company may reasonably deem necessary to remove the restrictive legend or issue the Ordinary Shares without the restrictive legend (the "Investor Documents"); provided, however, that the applicable Investor or any applicable Permitted Transferee shall not be required to provide anything pursuant to this Section 8.1 other than (i) if the Shares have been sold pursuant to an effective registration statement, a confirmation that such Shares have been sold pursuant to the Plan of Distribution section of such registration statement, (ii) if the Shares have been sold pursuant to Rule 144 or another exemption from the registration requirements of the 1933 Act, a certificate reasonably satisfactory to the Company setting forth customary non-affiliate representations to support the delivery of a legal opinion to the Transfer Agent (a "Rule 144 Certificate"), (iii) if requested by the Company, a customary broker's representation letter with respect to the sale of such Shares, and (iv) in the event the Shares are represented by a share certificate, the share certificate or, if the share certificate has been lost, an executed affidavit of loss. The Company shall, no later than [***] after receipt of the Investor Documents (such date, the "Legend Removal Date"), (x) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended book entry for such Shares and (y) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the 1933 Act. The Company shall be responsible for the fees of its Transfer Agent and all DTC fees associated with such issuance.

8.2 [***]

8.3 Securities Laws. Each Investor, on behalf of itself and its Affiliates, hereby acknowledges its obligations under the U.S. federal securities laws, including with respect to the prohibition of any person in possession of "material non-public information" about a company from purchasing or selling, directly or indirectly, securities of such company (including entering into short selling or hedge transactions involving such securities), or from

communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

8.4 Lock-Up.

(a) Except as otherwise permitted by Section 8.4(b), with respect to the Initial Shares and any Right Shares acquired by the Investors during the Lock-Up Period (together with the Initial Shares, the "Lock-Up Shares"), until the date that is 180 days after the Closing Date (the "Lock-Up Period"), the Investors shall not (1) Transfer any Lock-Up Shares or (2) make any short sale of, grant any option for the purchase of, or enter into any hedging or similar transaction with the same economic effect as a short sale of or the purpose of which is to offset the loss which results from a decline in the market price of, any Lock-Up Shares, or otherwise establish or increase, directly or indirectly, a put equivalent position, as defined in Rule 16a-1(h) under the 1934 Act, with respect to any of the Lock-Up Shares.

(b) Notwithstanding Section 8.4(a), the Investors or any Permitted Transferees shall be permitted to Transfer any portion or all of their Lock-Up Shares at any time solely as follows:

(i) Transfers to any Permitted Transferees of the Investor or any other Permitted Transferee, but only if such transferee agrees in writing with the Company prior to such Transfer (in form and substance reasonably satisfactory to the Company) to be bound by all of the terms of this Agreement applicable to the Investor and the transferee and the transferor agree for the express benefit of the Company that the transferee shall Transfer the Lock-Up Shares so Transferred back to the transferor at or before such time as the transferee ceases to be a Permitted Transferee of the transferor;

(ii) Transfers pursuant to a merger, consolidation or other business combination involving the Company that is publicly recommended or otherwise authorized or approved by the Board of Directors;

(iii) Transfers pursuant to a tender offer or exchange offer for the equity securities of the Company that is publicly recommended or otherwise authorized or approved by the Board of Directors; and

(iv) Transfers that have been approved in advance by the Board of Directors, subject to such conditions as the Board of Directors determines.

(c) Any attempted Transfer in violation of this Section 8.4 shall be null and void *ab initio* and neither the Company nor the Transfer Agent shall recognize any such Transfer.

8.5 Transfer Restrictions.

(a) The Shares and the Right may only be disposed of or otherwise transferred in compliance with state and federal securities laws.

(b) It is understood that certificates or book entries evidencing the Shares may bear the following or any similar legend (and, if required by the authorities of any state in connection with the issuance or sale of the Shares, the legend required by such state authority):

> "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND, ACCORDINGLY, MAY NOT BE TRANSFERRED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT OF 1933, AS AMENDED, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144 OR OTHER AVAILABLE EXEMPTION, OR (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED.
>
> THE SECURITIES REPRESENTED HEREBY ARE SUBJECT TO RESTRICTIONS ON TRANSFER PURSUANT TO THE TERMS OF THAT CERTAIN SECURITIES PURCHASE AGREEMENT, DATED JUNE 30, 2026."

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

8.7 Passive Foreign Investment Company; Controlled Foreign Corporation. Not later than forty-five (45) days after the end of Company's fiscal year, the Company will determine whether it and each of its Subsidiaries constitutes a "passive foreign investment company" (a "PFIC") or a "controlled foreign corporation" (a "CFC") as defined for U.S. tax purposes for such fiscal year and if Company determines it is a PFIC or CFC, will so advise the Investors. For each fiscal year of the Company that an Investor informs the Company that it is a "United States person" within the meaning of Section 7701(a)(30) of the U.S. Internal Revenue Code, as amended (the "Code"), prior to the end of such fiscal year, commencing with the first fiscal year for which the Company is determined to be a PFIC, the Company and each of its Subsidiaries shall no later than ninety (90) days after the end of such fiscal year, furnish such Investor with all information necessary for such Investor to make a qualified electing fund ("QEF") election, including (i) a PFIC Annual Information Statement under Section 1295(b) of the Code and (ii) all information necessary for it to complete IRS Form 8621 (or a successor form). All information shall be provided in English. The Company will obtain the advice of one of the "big four" accounting firms to make the determinations and provide the information and statements as described in this paragraph.

8.8 Subsequent Equity Sales. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the 1933 Act) that will be integrated with the offer or sale of the Shares pursuant to this Agreement in a manner that would require the registration under the 1933 Act of the sale of the Shares to the Investors, or that will be integrated with the offer or sale of the Shares pursuant to this Agreement for purposes of the rules and regulations of any trading market such that it would require shareholder approval prior to the closing of such other transaction unless shareholder approval is obtained before the closing of such subsequent transaction.

8.9 Beneficial Ownership. The Company shall not effect the exercise of any portion of the Right, and such Investor or any Permitted Transferee shall not have the right to exercise any portion of the Right, and such exercise shall be null and void *ab initio* and treated as if the exercise had not been made, to the extent that, after giving effect to such exercise, such Investor or any Permitted Transferee (together with its respective Affiliates) would beneficially own in excess of 4.9% of the Ordinary Shares outstanding immediately after giving effect to such exercise (or such higher or lower amount as such Investor or Permitted Transferee, as applicable, may specify with at least 61 days' written notice to the Company, but which in no event may exceed 19.9% of the Ordinary Shares outstanding immediately after giving effect to such exercise) (the "Maximum Percentage"). For purposes of the foregoing sentence, the aggregate number of Ordinary Shares beneficially owned by such Investor or any Permitted Transferee (together with its respective Affiliates) shall include the Right Shares with respect to which the determination of such sentence is being made. Except as set forth in the preceding sentence, for purposes of this Section 8.9, beneficial ownership shall be calculated in accordance with Section 13(d) of the 1934 Act. For purposes of the Right Shares, in determining the number of outstanding Ordinary Shares, such Investor or any Permitted Transferee may rely on the number of Ordinary Shares as reflected in the most recent of (i) the Company's Annual Report on Form 10-K, Quarterly Report on Form 10-Q or other public filing with the SEC, as the case may be, (ii) a more recent public announcement by the Company or (iii) any other notice by the Company or the Transfer Agent setting forth the number of Ordinary Shares outstanding. Upon the written request of such Investor or any Permitted Transferee, the Company shall promptly (and no later than two (2) Business Days following such request) confirm to such Investor or such Permitted Transferee, as applicable, the number of Ordinary Shares then outstanding. Furthermore, upon the written request of the Company, such Investor or the Permitted Transferee, as applicable, shall confirm to the Company its then current beneficial ownership with respect to the Company's Ordinary Shares.

8.10 Reservation of Right Shares. The Company will at all times reserve and keep available out of the aggregate of its authorized but unissued and otherwise unreserved Ordinary Shares, solely for the purpose of enabling it to issue the Right Shares, the number of Ordinary Shares that would be likely be issued and delivered upon the exercise of the Right at such time, such shares to be free from preemptive rights or any other contingent purchase rights of persons other than the Investors.

9. Survival.

9.1 Survival. The representations, warranties, covenants and agreements contained in this Agreement shall survive the applicable Closing of the transactions contemplated by this Agreement for the applicable statute of limitations.

10. Miscellaneous.

10.1 Successors and Assigns. This Agreement may not be assigned by a party hereto without the prior written consent of the Company or the applicable Investor, as applicable, provided, however, that an Investor may assign its rights and delegate its duties hereunder in whole or in part (i) to any Affiliate of such Investor or any fund or investment vehicle managed by such Investor or an Affiliate of such Investor or under common management with such Investor and (ii) [***] (a "Permitted Transferee"). The provisions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Without limiting the generality of the foregoing, in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which the Ordinary Shares are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Shares" shall be deemed to refer to the securities received by the Investors in connection with such transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective permitted successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement.

10.2 Counterparts; E-mail. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed via e-mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other electronic transmission method, each of which shall be deemed an original.

10.3 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

10.4 Notices. Unless otherwise provided, any notice required or permitted under this Agreement shall be given in writing and shall be deemed effectively given as hereinafter described (i) if given by personal delivery, then such notice shall be deemed given upon such delivery, (ii) if given by e-mail, then such notice shall be deemed given upon receipt of confirmation of receipt of e-mail transmission (provided that the sending party does not receive an automated rejection notice), and (iii) if given by an internationally recognized overnight air courier, then such notice shall be deemed given two (2) Business Days after delivery to such carrier. All notices shall be addressed to the party to be notified at the address as follows, or at such other address as such party may designate by five (5) Business Days' advance written notice to the other party:

If to the Company:

[***]

With a copy to: [***]

If to the Investors:

[***]

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

[***]

10.5 Expenses. The parties hereto shall pay their own costs and expenses in connection herewith regardless of whether the transactions contemplated hereby are consummated; it being understood that each of the Company and the Investors has relied on the advice of its own respective counsel.

10.6 Amendments and Waivers. Any term of this Agreement may be amended and the observance of any term of this Agreement may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the written consent of the other party hereto.

10.7 Publicity. Section 13.9(d) of the NPA is incorporated by reference herein, *mutatis mutandis*. Notwithstanding the foregoing, any Investor may identify the Company, the value of such Investor's security holdings in the Company and the form and terms of this Agreement in accordance with applicable investment reporting and disclosure regulations without prior notice to or consent from the Company (including, for the avoidance of doubt, filings pursuant to Section 13 and 16 of the 1934 Act).

10.8 Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision hereof prohibited or unenforceable in any respect.

10.9 Entire Agreement. This Agreement, including the signature pages, constitute the entire agreement among the parties hereof with respect to the subject matter hereof and thereof and supersede all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter hereof and thereof.

10.10 Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to

carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

10.11 Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York (and the appellate courts therefrom) for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Each party irrevocably consents to the service of process outside the territorial jurisdiction of the courts referred to in this Section 10.11 in any such suit, action or proceeding by mailing copies thereof by registered United States mail, postage prepaid, return receipt requested, to its address as specified in or pursuant to Section 10.4; provided, that the foregoing shall not limit the right of a party to effect service of process on the other party by any other legally available method. Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the courts set forth in this paragraph and agrees that it shall not bring any action relating to this Agreement or any of the transactions contemplated herein in any court other than such courts. Each of the parties hereto hereby irrevocably waives, and agrees not to assert, by way of motion, as a defense, counterclaim or otherwise, in any action or proceeding with respect to this Agreement, (i) any claim that it is not personally subject to the jurisdiction of the above named courts, (ii) any claim that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts and (iii) to the fullest extent permitted by applicable law, any claim that (A) the suit, action or proceeding in such court is brought in an inconvenient forum, (B) the venue of such suit, action or proceeding is improper or (C) this Agreement, or the subject matter hereof, may not be enforced in or by such courts. **EACH OF THE PARTIES HERETO UNCONDITIONALLY WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (II) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (III) IT MAKES SUCH WAIVERS VOLUNTARILY AND (IV) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.11.**

10.12 Specific Performance. The parties acknowledge and agree that irreparable harm would occur and that the parties would not have any adequate remedy at law (a) for any breach of any of the provisions of this Agreement or (b) in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches or threatened breaches of this Agreement and to specifically enforce the terms and provisions of

this Agreement, without proof of actual damages, and each party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. The parties further agree that by seeking the remedies provided for in this Section 10.12, a party shall not in any respect waive its right to any other form of relief that may be available to a party under this Agreement, including monetary damages in the event that the remedies provided for in this Section 10.12 are not available or otherwise are not granted, and nothing contained in this Section 10.12 shall require any party to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 10.12 before pursuing damages or any other remedy, nor shall the commencement of any action pursuant to this Section 10.12 or anything contained in this Section 10.12 restrict or limit any party's right to pursue any other remedies under this Agreement.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers and/or directors to execute this Agreement as of the date first above written.

COMPANY:

MEIRAGTX HOLDINGS PLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Financial Officer and Chief Operating Officer

[Signature Page to Securities Purchase Agreement]

INVESTORS:

TPC INVESTMENTS SOLUTIONS II LP

By: /s/ David Dubsinky

Name: David Dubsinky
Title: Authorized Signatory

TPC INVESTMENTS SOLUTIONS CO-INVEST II LP

By: /s/ David Dubsinky

Name: David Dubinsky
Title: Authorized Signatory

[Signature Page to Securities Purchase Agreement]

EXHIBIT A

Registration Rights Agreement

[Intentionally Omitted]

EXHIBIT B

Name of Purchaser	Shares Purchased	Total Purchase Price ($)
TPC Investments Solutions II LP	728,770	$7,666,660.40
TPC Investments Solutions Co-Invest II LP	221,800	$2,333,336.00

EXHIBIT C

Right to Purchase Shares

Name of Purchaser	Aggregate Exercise Price ($)
TPC Investments Solutions II LP	$11,500,000.00
TPC Investments Solutions Co-Invest II LP	$3,500,000.00

EXHIBIT D

NOTICE OF EXERCISE

To: MEIRAGTX HOLDINGS PLC (the "Company")

The undersigned hereby elects to exercise the right pursuant to the attached Securities Purchase Agreement (the "Agreement") for the purchase of _____ ordinary shares, nominal value $0.00003881 per share ("Right Shares") of MeiraGTx Holdings plc, a Cayman Islands exempted company (the "Company") at a per share purchase price of $_____. The undersigned shall tender the aggregate payment for the Right Shares in accordance with Section 4.1 of the Agreement.

In connection with the issuance of the Right Shares, please issue the Right Shares in book-entry position with the Company's transfer agent in the name of the undersigned or in such other name or names as are specified below:

_____
(Name)

_____
(Address)

_____
(City, State)

In connection with such exercise, the undersigned hereby acknowledges that the Company and the Company's officers, employees, agents and affiliates may possess non-public information not known to the undersigned regarding or relating to the Company or the Right Shares. The undersigned acknowledges that the undersigned has had adequate opportunity to ask questions of the Company and its officers, employees and agents and to otherwise obtain from the Company such information regarding the Company necessary for the undersigned to evaluate its investment in the Company.

By delivery of this Notice of Exercise, the undersigned represents and warrants to the Company that, after giving effect to the exercise evidenced hereby, the undersigned will not beneficially own Ordinary Shares in excess of the Maximum Percentage (as defined in Section 8.9 of the Agreement).

_____ _____
(Date) (Signature)

EXHIBIT E

FORM OF ASSIGNMENT

FOR VALUE RECEIVED, the undersigned holder of the attached Securities Purchase Agreement (the "Agreement") hereby sells, assigns and transfers unto _____, whose address is _____ and whose taxpayer identification number is _____, the undersigned's right, title and interest in and to the Agreement to purchase ordinary shares, nominal value $0.00003881 per share ("Ordinary Shares") of MeiraGTx Holdings plc, a Cayman Islands exempted company (the "Company"), and does hereby irrevocably constitute and appoint _____ attorney-in-fact to transfer such Right (as defined in the Agreement) on the books of the Company with full power of substitution in the premises.

In connection with such sale, assignment, transfer or other disposition of the Agreement, the undersigned hereby confirms that:

☐ such sale, transfer or other disposition may be effected without registration or qualification under the Securities Act of 1933, as amended (the "1933 Act") as then in effect and any applicable state securities law then in effect; or

☐ such sale, transfer or other disposition has been registered under the 1933 Act, and registered and/or qualified under all applicable state securities laws.

_____ _____

(Date) (Signature)

Exhibit 10.3

Execution Version

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement") is made and entered into as of June 30, 2026 by and between (i) MeiraGTx Holdings plc, a Cayman Islands exempted company, with offices at 655 Third Avenue, Suite 1115, New York, NY 10017 (the "Company"), and (ii) TPC Investments Solutions II LP, a Delaware limited partnership, and TPC Investments Solutions Co-Invest II LP, a Delaware limited partnership (each, an "Investor" and collectively, the "Investors") in connection with that certain Securities Purchase Agreement, by and between the Company and the Investors, dated as of even date herewith (the "Investment Agreement"). Capitalized terms used herein have the respective meanings ascribed thereto in the Investment Agreement unless otherwise defined herein.

The parties hereby agree as follows:

1. Certain Definitions.

As used in this Agreement, the following terms shall have the following meanings:

"Investors" means the Investors identified above and any Affiliate or Permitted Transferee of any such Investor who is a subsequent holder of Registrable Securities.

"Confidential Treatment Request" means any confidential treatment request submitted to the SEC pursuant to Rule 406 of the Securities Act of 1933, as amended (the "1933 Act") relating to certain exhibits to be filed with the Registration Statement.

"Prospectus" means (i) the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement and by all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus, and (ii) any "free writing prospectus" as defined in Rule 405 under the 1933 Act.

"Register," "registered" and "registration" refer to a registration made by preparing and filing a Registration Statement or similar document in compliance with the 1933 Act, and the declaration or ordering of effectiveness of such Registration Statement or document.

"Registrable Securities" means (i) the Ordinary Shares (including, for the avoidance of doubt, the Initial Shares and any Right Shares) and (ii) any other securities issued or issuable as a dividend or other distribution with respect to, in exchange for or in replacement of the Ordinary Shares, whether by merger, charter amendment or otherwise; *provided,* that, a security shall cease to be a Registrable Security upon (A) sale pursuant to a Registration Statement or Rule 144 under the 1933 Act, or (B) such security becoming eligible for sale without restriction by the Investors pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the 1933 Act.

"Registration Statement" means any registration statement of the Company under the 1933 Act that covers the resale of any of the Registrable Securities pursuant to the provisions of

this Agreement, amendments and supplements to such Registration Statement, including post-effective amendments, all exhibits and all material incorporated by reference in such Registration Statement.

2. Registration.

(a) Registration Statements. By no later than November 15, 2026 (the "Filing Deadline"), the Company shall prepare and file with the SEC one Registration Statement on Form S-3 (or, if Form S-3 is not then available to the Company, on such form of registration statement as is then available to effect a registration for resale for the Registrable Securities provided that the Company shall register the Registrable Securities on Form S-3 as soon as such form is available, and the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC) covering the resale of all of the Registrable Securities; *provided*, *however*, that the Company shall initially register 1,300,000 Ordinary Shares in respect of any Right Shares to be issued. Subject to any SEC comments, such Registration Statement shall include a plan of distribution to be mutually agreed by the Company and the Investors; *provided*, *however*, that no Investor shall be named as an "underwriter" in the Registration Statement without such Investor's prior written consent. Such Registration Statement also shall cover, to the extent allowable under the 1933 Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional Ordinary Shares resulting from share splits, share dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any Ordinary Shares or other securities for the account of any other holder without the prior written consent of the Investors. Such Registration Statement (and each amendment or supplement thereto) shall be provided in accordance with Section 3(c) to the Investors prior to its filing or other submission. If a Registration Statement covering the Registrable Securities is not filed with the SEC on or prior to the Filing Deadline, the Company will make pro rata payments to the Investors, as partial liquidated damages and not as a penalty, in an amount equal to one percent (1%) of the aggregate amount invested by the Investors for each thirty (30)-day period or pro rata for any portion thereof following the Filing Deadline for which no Registration Statement is filed with respect to the Registrable Securities; provided that in no event shall any such liquidated damages payments be more than five percent (5%) of aggregate amount invested by the Investors. Such payments shall be made to the Investors in cash no later than three (3) Business Days after the end of each thirty (30)-day period (the "Payment Date"). Interest shall accrue at the rate of one percent (1%) per month on any such liquidated damages payments that shall not be paid by the Payment Date until such amount is paid in full. Nothing herein shall limit the Investors' right to pursue actual damages for the foregoing, and the Investors shall have the right to pursue all remedies available to them at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief. In the event that 1,300,000 Right Shares have been issued, the Company shall, at the Investors' request, prepare and file with the SEC, on a date mutually agreed by the Company and the Investors, which shall be no earlier than thirty (30) days after receipt of such request, an additional Registration Statement on Form S-3 or an amendment to an existing Registration Statement to register the resale of a number of Ordinary Shares mutually agreed by the Company and the Investor (the "Additional Right Shares") (or, if Form S-3 is not then available to the Company, on such form of registration statement as is then available to effect a registration for resale for the Additional Right Shares provided that the Company shall register

the Additional Right Shares on Form S-3 as soon as such form is available, and the Company shall maintain the effectiveness of the Registration Statement then in effect for the resale of the Additional Right Shares until such time as a Registration Statement on Form S-3 covering the Additional Right Shares has been declared effective by the SEC). For the avoidance of doubt, the failure of the Company to file or maintain the effectiveness of the Registration Statement covering any Additional Right Shares shall not constitute a breach of the Company's obligations under this Agreement.

(b) Expenses. The Company will pay all reasonable expenses associated with each Registration Statement, including filing and printing fees, the Company's counsel and accounting fees and expenses, costs associated with clearing the Registrable Securities for sale under applicable state securities laws, and listing fees, but excluding discounts, commissions and fees of underwriters, selling brokers, dealer managers or similar securities industry professionals with respect to the Registrable Securities being sold.

(c) Effectiveness.

(i) The Company shall use reasonable best efforts to have the Registration Statements to be declared effective as soon as practicable. The Company shall notify the Investors by e-mail as promptly as practicable, and in any event, within forty-eight (48) hours, after any Registration Statement is declared effective and shall simultaneously provide the Investors with copies of any related Prospectus to be used in connection with the sale or other disposition of the securities covered thereby. If (A) a Registration Statement is not declared effective by the SEC prior to the earlier of (i) five (5) days after the SEC informs the Company in writing that no review of such Registration Statement will be made or that the SEC has no further comments on such Registration Statement or (ii) the sixtieth (60^{th}) day after the filing of such Registration Statement if the SEC reviews such Registration Statement (the "Effectiveness Deadline") or (B) after a Registration Statement has been declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update such Registration Statement), but excluding any Allowed Delay (as defined below), then the Company will make pro rata payments to the Investors then holding Registrable Securities, as partial liquidated damages and not as a penalty, in an amount equal to one percent (1%) of the aggregate amount invested by the Investors for each thirty (30)-day period or pro rata for any portion thereof following the date by which such Registration Statement should have been effective (the "Blackout Period"); provided that in no event shall any such liquidated damages payments be more than five percent (5%) of aggregate amount invested by the Investors. The amounts payable as liquidated damages pursuant to this paragraph shall be paid monthly within three (3) Business Days of the last day of each month following the commencement of the Blackout Period until the termination of the Blackout Period (the "Blackout Period Payment Date"). Such payments shall be made to the Investors in cash. Interest shall accrue at the rate of one percent (1%) per month on any such liquidated damages payments that shall not be paid by the Blackout Payment Date until such amount is paid in full. Nothing herein shall limit the Investors' right to pursue actual damages for the foregoing, and the Investors shall have the right to pursue all remedies available to them at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

(ii) For not more than thirty (30) consecutive days or for a total of not more than sixty (60) days in any twelve (12) month period, the Company may suspend the use of any Prospectus included in any Registration Statement contemplated by this Section in the event that the Company determines in good faith that such suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related Prospectus so that such Registration Statement or Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the Prospectus in light of the circumstances under which they were made, not misleading (an "Allowed Delay"); *provided,* that the Company shall promptly (a) notify the Investors in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of the Investors) disclose to the Investors any material non-public information giving rise to an Allowed Delay, (b) advise the Investors in writing to cease all sales under such Registration Statement until the end of the Allowed Delay and (c) use reasonable best efforts to terminate an Allowed Delay as promptly as practicable.

(d) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in a Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the 1933 Act or requires any Investor to be named as an "underwriter," the Company shall use reasonable best efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that the Investors are not "underwriters." The Investors shall have the right to select one legal counsel to review and oversee any registration or matters pursuant to this Section 2(d), including participation in any meetings or discussions with the SEC regarding the SEC's position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which the Investors' counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2(d), the SEC refuses to alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "Cut Back Shares") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "SEC Restrictions"); *provided, however*, that the Company shall not agree to name any Investors as an "underwriter" in such Registration Statement without the prior written consent of such 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 applicable to such Cut Back Shares (such date, the "Restriction Termination Date"). In furtherance of the foregoing, the Investors shall provide the Company with prompt written notice of their sale of substantially all of the Registrable Securities under such Registration Statement such that the Company will be able to file one or more additional Registration Statements covering the Cut Back Shares. From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable best efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions relating thereto) shall again be applicable to such Cut Back Shares; *provided,*

however, that (i) the Filing Deadline for such Registration Statement including such Cut Back Shares shall be ten (10) Business Days after such Restriction Termination Date, and (ii) the date by which the Company is required to obtain effectiveness with respect to such Cut Back Shares shall be the 60th day immediately after the Restriction Termination Date (or the 90th day if the SEC reviews such Registration Statement).

3. **Company Obligations**. The Company will use reasonable best efforts to effect the registration of the Registrable Securities in accordance with the terms hereof, and pursuant thereto the Company will, as expeditiously as possible:

(a) use reasonable best efforts to cause such Registration Statement to become effective and to remain continuously effective for a period that will terminate upon the earlier of (i) the date on which all Registrable Securities covered by such Registration Statement as amended from time to time, have been sold, and (ii) the date on which all Registrable Securities covered by such Registration Statement may be sold without restriction (other than volume limitations) pursuant to Rule 144 and without the requirement to be in compliance with Rule 144(c)(1) (or any successor thereto) promulgated under the 1933 Act (the "Effectiveness Period") and advise the Investors promptly in writing when the Effectiveness Period has expired;

(b) prepare and file with the SEC such amendments and post-effective amendments to such Registration Statement and the related Prospectus as may be necessary to keep such Registration Statement effective for the Effectiveness Period and to comply with the provisions of the 1933 Act and the 1934 Act with respect to the distribution of all of the Registrable Securities covered thereby;

(c) provide copies to and permit a counsel designated by the Investors to review each Registration Statement and all amendments and supplements thereto no fewer than three (3) days prior to their filing with the SEC and not file any document to which such counsel reasonably objects;

(d) furnish to the Investors whose Registrable Securities are included in any Registration Statement (i) promptly after the same is prepared and filed with the SEC, if requested by the Investors, one (1) copy of any Registration Statement and any amendment thereto, each preliminary prospectus and Prospectus and each amendment or supplement thereto, and each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion of any thereof which contains information for which the Company has sought confidential treatment), and (ii) such number of copies of a Prospectus, including a preliminary prospectus, and all amendments and supplements thereto and such other documents as the Investors may reasonably request in order to facilitate the disposition of the Registrable Securities owned by the Investors;

(e) use reasonable best efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order at the earliest possible moment;

(f) prior to any public offering of Registrable Securities, use reasonable best efforts to register or qualify or cooperate with the Investors and their counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions requested by the Investors and do any and all other commercially reasonable acts or things necessary or advisable to enable the distribution in such jurisdictions of the Registrable Securities covered by the Registration Statement; *provided, however*, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(f), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(f), or (iii) file a general consent to service of process in any such jurisdiction;

(g) use reasonable best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on each securities exchange, interdealer quotation system or other market on which similar securities issued by the Company are then listed;

(h) promptly notify the Investors, at any time prior to the end of the Effectiveness Period, upon discovery that, or upon the happening of any event as a result of which, the Prospectus includes an untrue statement of a material fact or omits to state any material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing, and promptly prepare, file with the SEC and furnish to such holder a supplement to or an amendment of such Prospectus as may be necessary so that such Prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances then existing;

(i) otherwise use reasonable best efforts to comply with all applicable rules and regulations of the SEC under the 1933 Act and the 1934 Act, including, without limitation, Rule 172 under the 1933 Act, file any final Prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the 1933 Act, promptly inform the Investors in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investors are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the 1933 Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(i), "Availability Date" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "Availability Date" means the 90th day after the end of such fourth fiscal quarter);

(j) with a view to making available to the Investors the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investors to sell Ordinary Shares to the public without registration, the Company covenants and

agrees to: (i) make and keep public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the 1934 Act until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; and (iii) furnish electronically to the Investors upon request, as long as the Investors own any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the 1934 Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail the Investors of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration;

(k) if requested by the Investors, the Company shall as soon as practicable (i) incorporate in a prospectus supplement or post-effective amendment such information as the Investors reasonably request to be included therein relating to the sale and distribution of Registrable Securities, including, without limitations, information with respect to the number of Registrable Securities being offered or sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities to be sold in such offering; (ii) make all required filings of such prospectus supplement or post-effective amendment after being notified of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any Registration Statement if reasonably requested by the Investors; provided that nothing herein shall limit the number of such requests the Investors may make to facilitate the sale of the Registrable Securities; and

(l) if requested by the Investors, cooperate with the Investors to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to an effective Registration Statement, which certificates shall be free, to the extent permitted by the Investment Agreement and applicable law, of all restrictive legends, and to enable such certificates to be in such denominations and registered in such names as the Investors may request.

4. Due Diligence Review; Information. If any Investor is required under applicable securities laws to be described in a Registration Statement as an "underwriter," the Company shall, upon reasonable prior notice, make available, during normal business hours, for inspection and review by such Investor, advisors to and representatives of such Investor (who may or may not be affiliated with such Investor and who are reasonably acceptable to the Company) (collectively, the "Inspectors"), all pertinent financial and other records, and all other corporate documents and properties of the Company (collectively, the "Records") as may be reasonably necessary for the purpose of such review, and cause the Company's officers, directors and employees, within a reasonable time period, to supply all such information reasonably requested by the Inspectors (including, without limitation, in response to all questions and other inquiries reasonably made or submitted by any of them), prior to and from time to time after the filing and effectiveness of such Registration Statement for the sole purpose of enabling the applicable Investor and its accountants and attorneys to conduct such due diligence solely for the purpose of

establishing a due diligence defense to underwriter liability under the 1933 Act; *provided, however*, that each Inspector shall agree to hold in strict confidence and shall not make any disclosure or use of any Record or other information which the Company determines in good faith to be confidential, and of which determination the Inspectors are so notified, unless (a) the disclosure of such Records is necessary to avoid or correct a misstatement or omission in any Registration Statement or is otherwise required under the 1933 Act, (b) the release of such Records is ordered pursuant to a final, non-appealable subpoena or order from a court or government body of competent jurisdiction, or (c) the information in such Records has been made generally available to the public other than by disclosure in violation of this or any other Transaction Document.

Notwithstanding the foregoing, the Company shall not disclose material nonpublic information to the Investors, or to advisors to or representatives of the Investors, unless prior to disclosure of such information the Company identifies such information as being material nonpublic information and provides the Investors, such advisors and representatives with the opportunity to accept or refuse to accept such material nonpublic information for review and the Investors wishing to obtain such information entered or enter into an appropriate confidentiality agreement with the Company with respect thereto.

5. Obligations of the Investors.

(a) Each Investor shall furnish in writing to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it, as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. At least five (5) Business Days prior to the first anticipated filing date of the Registration Statement, the Company shall notify the Investors of the information the Company requires from the Investors. The Investors shall provide such information to the Company at least two (2) Business Days prior to the first anticipated filing date of such Registration Statement.

(b) Each Investor, by its acceptance of the Registrable Securities, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of a Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

(c) Each Investor agrees that, upon receipt of any notice from the Company of either (i) the commencement of an Allowed Delay pursuant to Section 2(c)(ii) or (ii) the happening of an event pursuant to Section 3(h) hereof, such Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities, until such Investor is advised by the Company that such dispositions may again be made.

(d) Each Investor covenants and agrees that it will comply with the prospectus delivery requirements of the 1933 Act as applicable to it or an exemption therefrom in connection with sales of Registrable Securities pursuant to any Registration Statement.

6. Indemnification.

(a) Indemnification by the Company. The Company will indemnify and hold harmless each Investor and its officers, directors, members, employees and agents, successors and assigns, and each other Person, if any, who controls such Investor within the meaning of the 1933 Act, against any losses, claims, damages or liabilities, to which they may become subject under the 1933 Act or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary Prospectus or final Prospectus, or any amendment or supplement thereof, or any violation by the Company of any rule or regulation promulgated by the 1933 Act applicable to the Company and relating to any action or inaction required of the Company in connection with any registration that has been effected pursuant to this Agreement, and will reimburse such Investor, and each such officer, director or member and each such controlling Person for any legal or other documented, out-of-pocket expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; *provided, however*, that the Company will not be liable in any such case if and to the extent that any such loss, claim, damage or liability arises out of or is based upon (i) an untrue statement or alleged untrue statement or omission or alleged omission so made in conformity with information furnished by such Investor or any such controlling Person in writing specifically for use in such Registration Statement or Prospectus, (ii) the use by such Investor of an outdated or defective Prospectus after the Company has notified such Investor in writing that such Prospectus is outdated or defective or (iii) such Investor's failure to send or give a copy of the Prospectus or supplement (as then amended or supplemented), if required (and not exempted) to the Persons asserting an untrue statement or omission or alleged untrue statement or omission at or prior to the written confirmation of the sale of Registrable Securities.

(b) Indemnification by the Investor. Each Investor, severally and not jointly, agrees to indemnify and hold harmless, to the fullest extent permitted by law, the Company, its directors, officers, employees, shareholders and each Person who controls the Company (within the meaning of the 1933 Act) against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any untrue statement of a material fact or any omission of a material fact required to be stated in any Registration Statement or Prospectus or preliminary Prospectus or amendment or supplement thereto or necessary to make the statements therein not misleading, to the extent, but only to the extent that such untrue statement or omission is contained in any information furnished in writing by such Investor to the Company specifically for inclusion in such Registration Statement or Prospectus or amendment or supplement thereto. In no event shall the liability of any such Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by such Investor in connection with any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to

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

(d) Contribution. If for any reason the indemnification provided for in the preceding paragraphs (a) and (b) is unavailable to an indemnified party or insufficient to hold it harmless, other than as expressly specified therein, then the indemnifying party shall contribute to the amount paid or payable by the indemnified party as a result of such loss, claim, damage or liability in such proportion as is appropriate to reflect the relative fault of the indemnified party and the indemnifying party, as well as any other relevant equitable considerations. No Person guilty of fraudulent misrepresentation within the meaning of Section 11(f) of the 1933 Act shall be entitled to contribution from any Person not guilty of such fraudulent misrepresentation. In no event shall the contribution obligation of a holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 6 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

7. Miscellaneous.

(a) Amendments and Waivers. This Agreement may be amended only by a writing signed by the Company and the Investors. The Company may take any action herein prohibited, or omit to perform any act herein required to be performed by it, only if the Company shall have obtained the written consent to such amendment, action or omission to act, of the Investors.

(b) Notices. All notices and other communications provided for or permitted hereunder shall be made as set forth in Section 8.4 of the Investment Agreement.

(c) Assignments and Transfers by Investors. The provisions of this Agreement shall be binding upon and inure to the benefit of the Investors and their respective successors and assigns. Each Investor may transfer or assign, in whole or from time to time in part, to one or more Persons its rights hereunder in connection with the transfer of Registrable Securities by such Investor to such Person, provided that (i) such Investor agrees in writing with the transferee or assignee to assign such rights and a copy of such agreement is furnished to the Company within a reasonable time after such assignment; (ii) the Company is within a reasonable time after such transfer or assignment, furnished with written notice of (A) the name and address of such transferee or assignee and (B) the securities with respect to which such registration rights are being transferred or assigned; (iii) immediately following such transfer or assignment the further disposition of such securities by the transferee or assignee is restricted under the 1933 Act or applicable state securities laws; (iv) at or before the time the Company receives the written notice contemplated by clause (ii) of this sentence the transferee or assignee agrees in writing with the Company to be bound by all of the provisions contained herein and (v) such transfer shall have been made in accordance with the applicable requirements of the Investment Agreement.

(d) Assignments and Transfers by the Company. This Agreement may not be assigned by the Company (whether by operation of law or otherwise) without the prior written consent of the Investors, *provided, however*, that in the event that the Company is a party to a merger, consolidation, share exchange or similar business combination transaction in which Ordinary Shares are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investors in connection with such transaction unless such securities are otherwise freely tradable by the Investors after giving effect to such transaction.

(e) Benefits of the Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective permitted successors and assigns of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

(f) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement may also be executed via electronic document, facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, which shall be deemed an original.

(g) Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(h) Severability. Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof but shall be interpreted as if it were written so as to be enforceable to the maximum extent permitted by applicable law, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provisions hereof prohibited or unenforceable in any respect.

(i) Further Assurances. The parties shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the transactions contemplated hereby and to evidence the fulfillment of the agreements herein contained.

(j) Entire Agreement. This Agreement is intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(k) Governing Law; Consent to Jurisdiction; Waiver of Jury Trial. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the exclusive jurisdiction of the courts of the State of New York located in New York County and the United States District Court for the Southern District of New York for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated hereby. Service of process in connection with any such suit, action or proceeding may be served on each party hereto anywhere in the world by the same methods as are specified for the giving of notices under this Agreement. Each of the parties hereto irrevocably consents to the jurisdiction of any such court in any such suit, action or proceeding and to the laying of venue in such court. Each party hereto irrevocably waives any objection to the laying of venue of any such suit, action or proceeding brought in such courts and irrevocably waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum. EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO REQUEST A TRIAL BY JURY IN ANY LITIGATION WITH RESPECT TO THIS AGREEMENT AND REPRESENTS THAT COUNSEL HAS BEEN CONSULTED SPECIFICALLY AS TO THIS WAIVER.

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IN WITNESS WHEREOF, the parties have executed this Agreement or caused their duly authorized officers to execute this Agreement as of the date first above written.

COMPANY:

MEIRAGTX HOLDINGS PLC

By: /s/ Richard Brian Giroux
Name: Richard Brian Giroux
Title: Chief Financial Officer and Chief Operating Officer

[Signature Page to Registration Rights Agreement]

INVESTORS:

TPC INVESTMENTS SOLUTIONS II LP

By: /s/ David Dubinsky
Name: David Dubinsky
Title: Authorized Signatory

TPC INVESTMENTS SOLUTIONS CO-INVEST II LP

By: /s/ David Dubinsky
Name: David Dubinsky
Title: Authorized Signatory

[Signature Page to Registration Rights Agreement]

MeiraGTx Announces $400 million Strategic Investment by Oberland Capital to Support Development and Commercialization of AAV2-hAQP1 and Botaretigene Sparoparvovec (bota-vec)

- *MeiraGTx to receive up to $375 million in non-dilutive cash and up to $25 million in equity investment*

- *Following regulatory approval, Oberland Capital to receive low single-digit capped royalties on the net sales of each of AAV2-hAQP1 for the treatment of grade 2/3 late radiation-induced xerostomia (RIX), botaretigene sparoparvovec (bota-vec) for the treatment of X-linked retinitis pigmentosa (XLRP), and AAV-AIPL1 for the treatment of LCA4*

LONDON and NEW YORK, July 7, 2026 (GLOBE NEWSWIRE) -- MeiraGTx Holdings plc (Nasdaq: MGTX), a vertically integrated, clinical stage genetic medicines company, today announced that it has entered into an agreement with Oberland Capital Management LLC (Oberland Capital) for an investment of up to $400 million in the Company, including up to $375 million in non-dilutive capital for capped royalty payments on certain products and up to $25 million in equity.

“We are very pleased to partner with Oberland Capital as we move towards potential commercialization of our late-stage programs for XLRP and radiation-induced xerostomia,” said Alexandria Forbes, Ph.D., president and chief executive officer of MeiraGTx. “The size and terms of Oberland Capital’s investment demonstrate exceptional confidence in the strength of the data for these programs to date as well as the large commercial potential for both bota-vec and AAV2-hAQP1.”

Dr. Forbes continued, “Having multiple late-stage products allowed for a creative structure with low royalties on more than one product, which provides substantial non-dilutive capital while preserving business development flexibility in all aspects of the Company.”

Michael Bloom, Partner at Oberland Capital, added, “MeiraGTx is in the rare position of having three potentially approvable therapies within the next 12 to 24 months, two of which have significant commercial potential. Each of these would be first to market in areas of complete unmet need where there are a large number of patients waiting for these potential treatments. We are excited to partner with the MeiraGTx team and provide substantial investment to enable robust commercialization and launch efforts globally.”

Transaction Overview:

The investment by Oberland Capital provides for up to $400 million in total capital to MeiraGTx, including up to $375 million in non-dilutive royalty funding and up to $25 million in equity, as follows:

- The initial $135 million funded includes $125 million in exchange for low single-digit royalties on the included products, and a $10 million equity investment
- An additional $50 million will be available at the Company's option tied to AAV2-hAQP1 positive data readouts from the Phase 2 AQUAx2 study in 2027
- An additional $50 million will be available at the Company's option tied to regulatory approval of bota-vec in 2027
- An additional $50 million will be available at the Company's option tied to regulatory approval of AAV2-hAQP1 in 2028
- A further $100 million is available upon mutual agreement for new products or business development
- Oberland Capital has the right to purchase an additional $15 million in equity in MeiraGTx

The agreement with Oberland Capital includes flexible provisions for potential change of control, with the ability for the Company to buy back the entire funded royalty note at any time by paying certain specified amounts.

Royalty payments are capped at a multiple of the amounts funded.

Additional details regarding the agreement with Oberland Capital can be found in the Current Report on Form 8-K filed by the company today with the U.S. Securities and Exchange Commission.

About MeiraGTx

MeiraGTx (Nasdaq: MGTX) is a vertically integrated, clinical-stage genetic medicines company with a broad pipeline with four late-stage clinical programs. Each of these programs uses local delivery of small doses, resulting in disease modifying effects in both inherited and more common diseases, in radiation-induced xerostomia, diseases in the eye and Parkinson's disease. MeiraGTx uses its innovative technology in optimization of capsids, promoters and novel translational control elements to develop best in class, potent, safe viral vectors. MeiraGTx's broad pipeline is supported by end-to-end in-house manufacturing. MeiraGTx has built the most comprehensive manufacturing capabilities in the industry, including two that are licensed for GMP viral vector production and a GMP QC facility with clinical and commercial licensure. In addition, MeiraGTx has developed a proprietary manufacturing platform process over 10 years based on more than 20 different viral vectors with leading yield and quality aspects and commercial readiness. Uniquely, MeiraGTx has developed a novel technology for *in vivo* delivery of any biologic therapeutic using oral small molecules. This transformative riboswitch gene regulation technology allows precise, dose-responsive control of gene expression by oral small molecules. MeiraGTx is focusing the riboswitch platform on the regulated *in vivo* delivery of metabolic peptides, including GLP-1, GIP, Glucagon, Amylin, PYY and Leptin, as well as cell therapy, CAR-T for liquid and solid tumors and autoimmune diseases, and additionally PNS targets addressing long term intractable pain. MeiraGTx has developed the technology to apply

genetic medicine to common diseases, increasing efficacy, addressing novel targets, and expanding access in some of the largest disease areas where the unmet need remains high.

For more information, please visit www.meiragtx.com

About Oberland Capital

Oberland Capital is a private investment firm formed in 2013 with assets under management in excess of $3.5 billion, focused exclusively on investing in the global healthcare industry and specializing in flexible investment structures customized to meet the specific needs of its transaction partners. Oberland Capital's broad suite of financing solutions includes monetization of royalty streams, acquisition of future product revenues, creation of project-based financing structures, and investments in traditional debt and equity. With a combination of deep industry knowledge and extensive structured finance experience, the Oberland Capital team has a history of creating value for its transaction partners. For more information, please visit www.oberlandcapital.com.

Forward Looking Statement

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this press release that do not relate to matters of historical fact should be considered forward-looking statements, including, without limitation, statements regarding future obligations under the agreement with Oberland Capital, statements regarding our product candidate development and anticipated milestones regarding our pre-clinical and clinical data, reporting of such data and the timing of results of data and regulatory matters, as well as statements that include the words "expect," "will," "intend," "plan," "believe," "project," "forecast," "estimate," "may," "could," "should," "would," "continue," "anticipate," "eligible" and similar statements of a future or forward-looking nature. These forward-looking statements are based on management's current expectations. These statements are neither promises nor guarantees, but involve known and unknown risks, uncertainties and other important factors that may cause actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, our incurrence of significant losses; any inability to achieve or maintain profitability, raise additional capital, repay our debt obligations, identify additional and develop existing product candidates, successfully execute strategic transactions or priorities, bring product candidates to market, expansion of our manufacturing facilities and processes, successfully enroll patients in and complete clinical trials, accurately predict growth assumptions, recognize benefits of any orphan drug or rare pediatric disease designations, retain key personnel or attract qualified employees, or incur expected levels of operating expenses; the impact of pandemics, epidemics or outbreaks of infectious diseases on the status, enrollment, timing and results of our clinical trials and on our business, results of operations and financial condition; failure of early data to predict eventual outcomes; failure to obtain FDA or other regulatory approval for product candidates within expected time frames or at all; the novel nature and impact of negative public opinion of gene therapy; failure to comply with ongoing regulatory obligations; contamination or

shortage of raw materials or other manufacturing issues; changes in healthcare laws; risks associated with our international operations; significant competition in the pharmaceutical and biotechnology industries; dependence on third parties; risks related to intellectual property; changes in tax policy or treatment; our ability to utilize our loss and tax credit carryforwards; litigation risks; and the other important factors discussed under the caption "Risk Factors" in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2026, as such factors may be updated from time to time in our other filings with the SEC, which are accessible on the SEC's website at www.sec.gov. These and other important factors could cause actual results to differ materially from those indicated by the forward-looking statements made in this press release. Any such forward-looking statements represent management's estimates as of the date of this press release. While we may elect to update such forward-looking statements at some point in the future, unless required by law, we disclaim any obligation to do so, even if subsequent events cause our views to change. Thus, one should not assume that our silence over time means that actual events are bearing out as expressed or implied in such forward-looking statements. These forward-looking statements should not be relied upon as representing our views as of any date subsequent to the date of this press release.

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or

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