**Fill in this information to identify the case:**

Debtor Nereid Therapeutics Incorporated

United States Bankruptcy Court for the: _____ District of Delaware (State)

Case number 26-10048

# Modified Official Form 410
# Proof of Claim

04/25

**Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.**

**Filers must leave out or redact** information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

**Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy** (Form 309) **that you received.**

## Part 1: Identify the Claim

1. **Who is the current creditor?**

Catalent San Diego, Inc.

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor Catalent Pharma Solutions, LLC

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

| **Where should notices to the creditor be sent?** | **Where should payments to the creditor be sent?** (if different) |
|---|---|
| Catalent San Diego, Inc.<br>7330 Carroll Rd.<br>San Diego, CA 92121, USA | |
| Contact phone _____ | Contact phone _____ |
| Contact email philip.langer@catalent.com | Contact email _____ |
| **(see summary page for notice party information)** | |
| Uniform claim identifier (if you use one): | |
| _____ | |

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing? _____



26100482606050100030000 23

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 20,631.31 . **Does this amount include interest or other charges?**

☐ No

☑ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Services performed

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

**Nature or property:**

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

**Basis for perfection:** _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

**Value of property:** $_____

**Amount of the claim that is secured:** $_____

**Amount of the claim that is unsecured:** $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

**Amount necessary to cure any default as of the date of the petition:** $_____

**Annual Interest Rate** (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____



26100482606050100030000023

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☑ No

☐ Yes. *Check all that apply:*

| | Amount entitled to priority |
|---|---|
| ☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | $_____ |
| ☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | $_____ |
| ☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | $_____ |
| ☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | $_____ |
| ☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | $_____ |
| ☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies. | $_____ |

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$_____

## Part 3: Sign Below

**The person completing this proof of claim must sign and date it. FRBP 9011(b).**

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

**A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.**

*Check the appropriate box:*

☑ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 07/10/2026
MM / DD / YYYY

/s/Philip Langer
Signature

**Print the name of the person who is completing and signing this claim:**

Name: Philip Langer
First name | Middle name | Last name

Title: Senior Counsel, Litigation

Company: Catalent Pharma Solutions, LLC; Catalent San Diego, Inc.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Contact phone _____ Email _____





26100482606050100030000023

# Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic 866-927-7091 | International 310-751-2657

**Debtor:**
26-10048 - Nereid Therapeutics Incorporated
**District:**
District of Delaware

**Creditor:**
Catalent San Diego, Inc.
7330 Carroll Rd.
San Diego, CA, 92121
USA
**Phone:**
**Phone 2:**
**Fax:**
**Email:**
philip.langer@catalent.com

**Has Supporting Documentation:**
Yes, supporting documentation successfully uploaded
**Related Document Statement:**

**Has Related Claim:**
No
**Related Claim Filed By:**

**Filing Party:**
Creditor

**Disbursement/Notice Parties:**
Catalent Pharma Solutions LLC
200 Crossing Boulevard, 7th Floor
Bridgewater, NJ, 08807
**Phone:**
**Phone 2:**
**Fax:**
**E-mail:**
philip.langer@catalent.com

**Other Names Used with Debtor:**
Catalent Pharma Solutions, LLC

**Amends Claim:**
No
**Acquired Claim:**
No

**Basis of Claim:**
Services performed

**Last 4 Digits:**
No

**Uniform Claim Identifier:**

**Total Amount of Claim:**
20,631.31

**Includes Interest or Charges:**
Yes

**Has Priority Claim:**
No

**Priority Under:**

**Has Secured Claim:**
No

**Amount of 503(b)(9):**
No

**Based on Lease:**
No

**Subject to Right of Setoff:**
No

**Nature of Secured Amount:**

**Value of Property:**

**Annual Interest Rate:**

**Arrearage Amount:**

**Basis for Perfection:**

**Amount Unsecured:**

**Submitted By:**
Philip Langer on 10-Jul-2026 6:37:47 a.m. Pacific Time
**Title:**
Senior Counsel, Litigation
**Company:**
Catalent Pharma Solutions, LLC; Catalent San Diego, Inc.

VN: 1E28956F14DE544F8094A1D27C542652

# Invoice

**Invoice Number** I-1664-1
**Invoice Date** 3/31/2025

Catalent San Diego, Inc.
DBA Pharmatek Laboratories, Inc.
7330 Carroll Rd.
San Diego, CA 92121
Tel: (858) 805-6383
Fax: (858) 578-0403
www.catalent.com
Tax ID: 33-0852322

Wire Payment Details:
[redacted]
Account # 844024851
FBO: Catalent San Diego Inc

Physical address for checks (US Mail only)
Catalent San Diego, Inc
25111 Network Place
Chicago, IL 60673-1251

**Bill To:**

Nereid Therapeutics Incorporated
451 D Street, Suite 912
Boston, Massachusetts 02210

| Quote Number | Contact | API | PO Number | Terms | Due Date |
|---|---|---|---|---|---|
| QTE-9268060 | Vince Huber | [redacted] | | Net 30 days | 4/30/2025 |

| Code | Service Description | Amount |
|---|---|---|
| 5359 | PBPK Analysis & Consulting Services | 15,985.00 |
| | | 0.00 |

This invoice shall be subject to the applicable Terms and Conditions of the Agreement or Quotation signed by the parties. Catalent will charge a late payment fee for any payment not received in accordance with the payment terms specified above.

For inquiries please contact AR@catalent.com or 1-877-321-9388

| | |
|---|---|
| **Total** | $15,985.00 |
| **Payments/Credits** | $0.00 |
| **Balance Due** | $15,985.00 |

# Interest Calculation - Invoice I-1664-1

## Invoice Details

| Item | Value |
|---|---|
| **Invoice number** | I-1664-1 |
| **Invoice date** | March 31, 2025 |
| **Payment terms** | Net 30 days |
| **Due date** | April 30, 2025 |
| **Outstanding balance** | $15,985.00 |

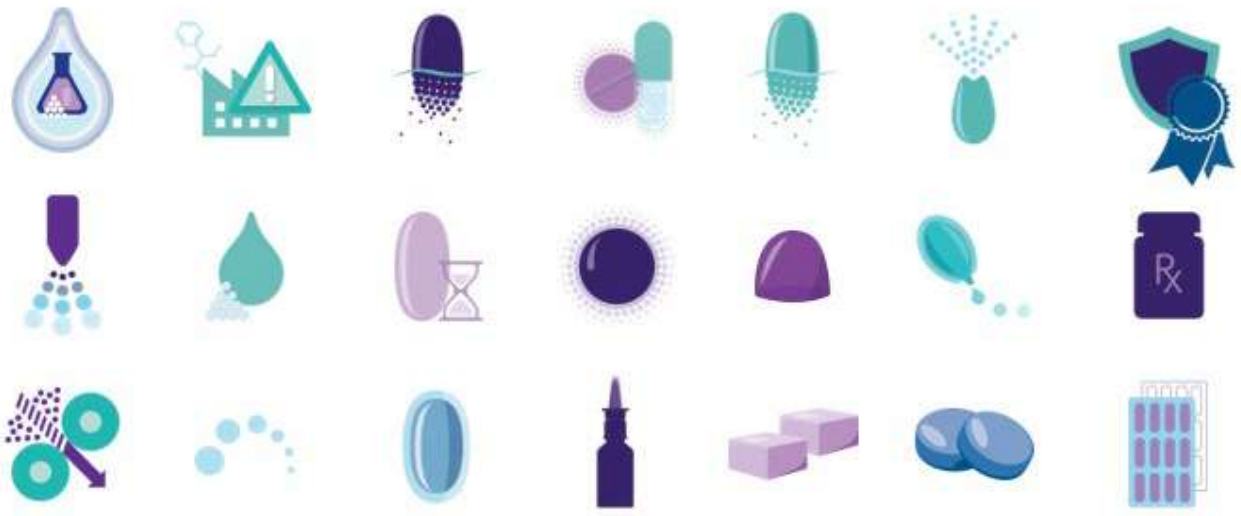
## Applicable Terms and Conditions

Article 5 (Invoices and Payments) states that payment of invoices is due 30 days following the date of invoice. If payment is not received by the due date, Catalent may charge interest on the outstanding sum from the due date at 2% per month until paid in full, or the maximum amount permitted by governing law if less. It also states that failure to bill for interest due is not a waiver of Catalent's right to charge interest.

## Interest Calculation

| Step | Calculation |
|---|---|
| **Principal** | $15,985.00 |
| **Interest period** | April 30, 2025 through July 10, 2026 |
| **Days outstanding** | 436 days |
| **Monthly proration** | 436 days / 30 = 14.5333 months |
| **Monthly interest rate** | 2.00% |
| **Interest** | $15,985.00 x 2.00% x 14.5333 = $4,646.31 |

| | |
|---|---|
| **Interest through July 10, 2026** | **$4,646.31** |
| **Total amount due** | **$20,631.31** |



Solution for:

# PBPK Analysis and Consulting for [redacted]

QTE-9268060_v1
15 January 2025

*Prepared for:*

**Nereid Therapeutics Incorporated**
Vince Huber
451 D Street, Suite 912
Boston, Massachusetts 02210
(617) 961-2919
Vhuber@nereidtx.com

*Provided by:*

**Catalent Pharma Solutions**
Mara Warriner
Mara.Warriner@catalent.com
(215) 337-1986
7330 Carroll Road
San Diego, CA 92121

www.Catalent.com

# Executive Summary

Pursuant to this Quotation ("**Quotation**"), Catalent Pharma Solutions, LLC, through its Affiliate, Catalent San Diego, Inc., with an office address of 7330 Carroll Road, San Diego, CA 92121 ("**Catalent**"), will provide services for Nereid Therapeutics Incorporated ("**Client**") for its drug ([redacted] (the "**Product**") (the "**Project**").

Catalent must receive this signed Quotation from Client to schedule the Project.

# Product Overview

| Product Overview | | | |
|---|---|---|---|
| **API/Drug Product Name** | [redacted] | | |
| **Strength(s)** | TBD | **Dosage Form** | TBD |
| **Phase of Study** | Phase I | **Treatment of** | Undisclosed |

# Product Overview

Based on Client's request for proposal, Catalent proposes the following:

Catalent will perform provided PBPK modeling and DMPK consultation services to support evaluation of a [redacted]

# Project Budget Summary

| Project Activities | Budget |
|---|---|
| PBPK Analysis & Consulting Services | $15,985 |
| **Project Cost** | **$15,985** |

Catalent may revise the prices provided in this Quotation (i) if Client's requirements or any Client-provided information is inaccurate or incomplete; (ii) if Client revises Catalent's responsibilities or the Project specifications, instructions, procedures, assumptions, processes, test protocols, test methods or analytical requirements; (iii) for such other reasons set forth in this Quotation; or (iv) any unforeseen circumstances which affect the Project.

Any revision to this Quotation shall be set forth in a Catalent Quotation Amendment Record ("**QAR**") signed by both parties. In addition, the prices provided in a Quotation are subject to annual review to address changes in inflation, increased overhead charges, and other commercially reasonable factors.

# Project Activities

## PBPK Modeling & Consulting Services

[redacted]

Estimated Duration: 3-4 weeks, but 1-2 weeks with rush fee (to be completed as soon as possible)

Estimated Cost:

- Review and collate large data set: 2,700
- Create [redacted] $11,070*
- Rush Fee (20%): 2,215

Total $15,985

[redacted]

*If available and requested by Client, additional PK profiles will be analyzed and invoiced at +$450 per hour.*

# Payment Instructions

Catalent will issue invoices for completed milestones. If a milestone includes multiple activities, each activity will be invoiced when completed.

If Purchase Order is provided separately from this signed quotation, send to: G-SAN-AR@catalent.com

Payments for all invoices are due within 30 days following the date of the invoice and are non-refundable. Any applicable wire transfer fees must be included in the payment issued to Catalent. Remit all payments to:

**Lockbox Remittance Details:**

Physical U.S Mail Remittance ONLY:
Catalent San Diego, Inc
25111 Network Place
Chicago, IL 60673-1251

**Electronic Wire / ACH Instructions:**

[redacted]

FBO: Catalent Pharma Solutions

# Version History

| Version | Date Issued | Reason(s) | Author |
|---|---|---|---|
| 1 | 15 January 2025 | Original quote | Katie Hartman |

## Terms and Conditions

This Quotation is governed by Catalent's Standard Terms and Conditions attached to this Quotation (the "**Terms and Conditions**") and are incorporated herein by reference. These Terms and Conditions shall apply exclusively to the services performed under this Quotation; Catalent does not accept any other terms and conditions that may be provided by Client on any purchase order or other document. In the event of a conflict between the terms of this Quotation and the attached Standard Terms and Conditions, the Standard Terms and Conditions shall govern.

This Quotation is valid for a period of 30 days, unless otherwise mutually agreed.

## Project Approval and Authorization

By signing below, Client agrees to the Project as set forth in this Quotation and each party has caused their respective duly authorized representatives to execute this Quotation effective as of the date of last signature below:

| ***Nereid Therapeutics Incorporated*** | ***Catalent San Diego, Inc.*** |
|---|---|
| John F. Reilly | Bryan Knox (Jan 16, 2025 15:45 PST) |
| Signature | Signature |
| John F. Reilly | Bryan Knox |
| Printed Name | Printed Name |
| Chief Scientific Officer | GM |
| Title | Title |
| 16Jan2025 | 16-Jan-2025 |
| Date | Date |

PO Number (if required)

PO must be received by Catalent within 28 days of signed Quotation.

# Catalent Standard Terms and Conditions

These Catalent Standard Terms and Conditions ("**Terms and Conditions**") govern and constitute a part of the quotation to which they are attached (collectively, this "**Quotation**"). Catalent shall have the right to cause any of its Affiliates to perform any of its obligations hereunder; *provided* that Catalent shall remain liable for the performance of such Affiliates.

**1. Definitions.**

"**Affiliate(s)**" means with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Person. For the purposes of this definition, "**Person**" means an individual, a corporation, a limited liability company, a partnership, an association, a trust, or other type of entity or organization, including a government or a political subdivision or an agency thereof; and "**control**" (including, with correlative meanings, "controlled by" and "under common control with") shall mean possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of 50% or more of the voting interests of such Person, through contract, or otherwise.

"**API**" means the active pharmaceutical ingredient (whether chemical or biologic in nature) identified in this Quotation and used in the performance of the Project.

**"Applicable Laws**" means, with respect to Client, all laws, ordinances, rules, and regulations, currently in effect or enacted or promulgated during the term of this Quotation, and as amended from time to time, of each jurisdiction in which Client-supplied Materials and Product is or is intended to be produced, marketed, distributed, used, or sold; and with respect to Catalent, all laws, ordinances, rules, and regulations, currently in effect or enacted or promulgated during the term of this Quotation, and as amended from time to time, of the jurisdiction in which Catalent performs the Project; *provided* that cGMP shall not constitute Applicable Laws except to the extent expressly stated in this Quotation.

**"Client-supplied Materials"** means any material to be supplied by or on behalf of Client or from a vendor selected by Client to Catalent for use in the Project, including API, trial materials, Product, reference materials, or any Comparator Drug supplied or procured by or on behalf of Client.

"**Comparator Drug**" means an investigational or marketed pharmaceutical product (other than Product) or placebo used as a reference in a clinical trial of Product.

"**Product**" means a pharmaceutical product containing the API, as identified in this Quotation, which is a subject of this Project.

"**Project**" means the services performed by Catalent for Client under this Quotation.

**2. Changes.** Any revision to this Quotation shall be set forth in a Quotation Amendment Record ("**QAR**") signed by both parties. A QAR may include revised or additional fees if (a) Client's requirements or any Client-provided information is inaccurate or incomplete, (b) the QAR revises Catalent's responsibilities, the Project specifications, protocols, applicable test methods, final review of test methods, procedures, instructions, assumptions, processes, test protocols, analytical requirements, or the timing of the Project, (c) Client requests an alternate report format and/or requests revisions to laboratory reports, (d) Client requests copies of laboratory data and other technical records relating to the Project (excluding a single copy of batch records, which will be provided for each batch manufactured hereunder), (e) this Quotation states other reasons for such fees, or (f) any unforeseen circumstances affects completion of the Project. In addition, the prices provided in this Quotation are subject to annual review to address changes in inflation, increased overhead charges, and other commercially reasonable factors.

**3. Client Responsibilities.** Client grants Catalent full authority to use any Client-supplied Materials for purposes of the Project. Unless otherwise agreed to by the parties in writing, Client at its cost and expense shall (a) provide complete and accurate scientific data regarding the Project, (b) deliver to Catalent all Client-supplied Materials and Product in quantities and quality sufficient to meet the requirements of the Project, within timelines consistent with the Project, and provide safety data sheets prior to delivery of Client-supplied Materials and Product, (c) review and approve all protocols and specifications for Project and Product, (d) if applicable, review and approve all in-process and finished Product test results to ensure conformity of such results with the agreed Product specifications, regardless of which party is responsible for finished Product release, (e) perform such other obligations of Client set forth in this Quotation, and (f) prepare all submissions to regulatory authorities in connection with the Product. Client shall always retain title to Client-supplied Materials and shall bear the risk of loss thereof.

**4. Delivery.** Catalent shall deliver all Product, Comparator Drug and other materials that are the subject of the Project EXW (Incoterms 2020) the Catalent facility ("**Facility**"). To the extent not already held by Client, title and risk of loss shall transfer to Client upon tender of delivery and/or upon transfer to storage. In the event Catalent arranges shipping or performs similar loading or logistics services under the Project for Client at Client's request, such services are performed by Catalent as a convenience to Client only and do not alter the rights and responsibilities set forth in this Article 4. Catalent shall not be responsible for Product,

Comparator Drug or other materials in transit, including procuring any insurance and the cost thereof, any transport fee, or any risk associated with any transit or customs delay, storage, or handling.

**5. Invoices and Payments**. Catalent will invoice Client as set forth in this Quotation or QAR, payment of all invoices is due 30 days following the date of the invoice. Payment for Comparator Drug is as set forth in the terms of the Comparator Drug procurement Quotation. Notwithstanding anything to the contrary in this Quotation, if at any time any payment is not received by Catalent by its due date, then Catalent may, in addition to other remedies available at law or in equity, charge interest on the outstanding sum from the due date (both before and after any judgment) at 2% per month until paid in full (or, if less, the maximum amount permitted by the governing law of these Terms and Conditions) and/or Catalent may require full or partial payment in advance or require Client to post a letter of credit before performing any further services of the Project or making any further shipments of Product hereunder; in each case without releasing Client from its obligations under this Quotation. Failure to bill for interest due shall not be a waiver of Catalent's right to charge interest.

**6. Taxes**. All sales, use, gross receipts, compensating, value-added, or other taxes, duties, registrations, tariffs, customs fees, license fees, and other amounts assessed by any tax jurisdiction, U.S. Customs or foreign equivalent, or any other regulatory authority (excluding Catalent's net income and franchise taxes) (**"Taxes"**), on or for Client-supplied Materials, services under the Project, or Product, prior to or upon provision or sale to Catalent or Client, as the case may be, whether assessed on Catalent or Client, are the responsibility of Client, whether paid by Catalent or Client, and either Client shall reimburse Catalent for all such Taxes paid by Catalent or such sums will be added to invoices directed to Client. If any deduction or withholding in respect of Taxes or otherwise is required by law to be made from any of the sums payable hereunder, then Client shall be obliged to pay to Catalent such greater sum as will leave Catalent, after deduction or withholding as is required to be made, with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding.

**7. Quality Agreement**. Prior to Catalent providing any Project services that are required to be performed in accordance with cGMP, the parties shall negotiate in good faith and enter into a quality agreement (as amended from time to time, the "**Quality Agreement**"). If determined necessary by Catalent, the parties shall enter into separate Quality Agreements for each Facility. In the event of a conflict between this Quotation and the Quality Agreement with respect to quality-related activities, including compliance with cGMP, the provisions of the Quality Agreement shall govern. In the event of a conflict between this Quotation and the Quality Agreement with respect to any other matter, including allocation of risk, liability, and financial responsibility, the provisions of this Quotation shall govern.

**8. Regulatory Inspections**. Catalent will promptly notify Client of any regulatory authority inspections directly relating to the Project. Client shall reimburse Catalent for reasonable and documented costs associated with such regulatory inspections.

**9. Audits**. Client may conduct quality assurance Facility audits at the frequency established in the Quality Agreement. There shall be no cost to Client for audits conducted every other year. Additional audits will be invoiced by Catalent separately at the then-current rate for such audits, *unless* such audit is "for cause". Any request for an audit must be provided at least 60 days in advance of the requested audit date unless otherwise agreed mutually by the parties. Audits shall be designed to minimize disruption of operations at the Facility.

**10. Virtual Inspections or Audits**. Inspections by regulatory authorities under Article 8 or Client Facility audits under Article 9 may be conducted by live and/or pre-recorded (as may be applicable) video and audio streaming sessions from a Facility using (a) integrated wearable "Smart Glasses" or other technologies employed by Catalent in order to facilitate remote site visits; and/or (b) a set of related applications and software (collectively, the "**Virtual Technology**") to facilitate telepresence between Facility personnel and regulatory authorities or Client ("**VPP Services**"). Catalent has the right to change, modify, add to, or discontinue any feature of the VPP Services at any time, with prior notification to Client. Catalent shall provide access to live video streaming sessions via a web portal URL. Users of the Virtual Technology shall be responsible for maintaining the confidentiality of passwords and for installing anti-virus software and related protections applicable to the Virtual Technology being employed. Client may not record, by any technology or other means, any of the live video streaming sessions, or other data, information, or activities made available via the VPP Services.

**11. Regulatory Compliance**. Catalent shall obtain and maintain all permits and licenses with respect to general Facility operations in the jurisdiction in which Catalent performs the Project. Client shall obtain and maintain all other regulatory authority approvals, authorizations, permits and certificates, including those relating to the import, export, use, distribution and sale of API, Product, and Client-supplied Materials. Client shall reimburse Catalent for any payment Catalent is required to make to any regulatory authority pursuant to Applicable Laws relating to Catalent's formulation, development, manufacturing, processing, filling, packaging, storing, or testing of Client's Product or Client-supplied Materials at the Facility (*e.g.*, any payment or fee Catalent is required to make pursuant to the Generic Drug User Fee Amendments of 2017, as amended, if

applicable). Catalent shall not be obliged to perform any services under the Project which would involve any countries that are targeted by the sanctions, restrictions, or embargoes administered by the United Nations, the European Union, the United Kingdom, or the United States of America.

**12. Client Warranties**. Client warrants that (a) any scientific data provided by Client regarding the Project is complete and accurate, (b) all Client-supplied Materials shall have been produced and provided to Catalent in accordance with Applicable Laws, shall comply with all applicable specifications, and shall not be adulterated, misbranded, or mislabeled within the meaning of Applicable Laws, (c) all results, data, samples, Client-supplied Materials, Product and other materials and deliverables provided to Client by Catalent shall be held, used and disposed of by or on behalf of Client as set forth in this Quotation and in accordance with Applicable Laws, and (d) no transactions or dealings under this Quotation shall be conducted with or for any person or entity that is designated as the target of any sanction, restriction, or embargo administered by the United Nations, the European Union, the United Kingdom, or the United States of America.

**13. Catalent Warranties**. Catalent warrants that (a) it will perform the Project in accordance with the written specifications and Project instructions expressly set forth or referenced in this Quotation, and (b) no transaction or dealing under this Quotation shall be conducted with or for any person or entity that is designated as the target of any sanction, restriction or embargo administered by the United Nations, the European Union, the United Kingdom, or the United States of America. THE WARRANTIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY CATALENT TO CLIENT, AND CATALENT MAKES NO OTHER REPRESENTATION, WARRANTY, OR GUARANTEE OF ANY KIND WHATSOEVER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

**14. Confidentiality and Non-Use**. All information disclosed by a party in connection with this Quotation shall be confidential and proprietary information, regardless of the form in which it is furnished, including written, verbal, visual, electronic, or in any other media or manner, and information acquired by observation or otherwise during any visit to the other party's facility, including VPP Services ("**Confidential Information**"); unless such information (a) is or becomes generally available within the industry to which such information relates other than through a breach of this Quotation, (b) is already known by recipient at the time of disclosure as evidenced by recipient's written records, (c) becomes available to recipient on a non-confidential basis from a source that is entitled to disclose it on a non-confidential basis, or (d) was or is independently developed by or for recipient without reference to Confidential Information of discloser as evidenced by recipient's written records. Recipient will not use discloser's Confidential Information except in connection with the performance of its obligations under this Quotation, and will not disclose, without discloser's prior written consent, discloser's Confidential Information to any third party, except that recipient may disclose discloser's Confidential Information (i) to its employees or its Affiliates who need to know such Confidential Information to perform such party's obligations under this Quotation, or (ii) as required to be disclosed by Applicable Law, *provided* that the recipient shall give discloser, if legally permissible, as much prior notice of such legally required disclosure as is practicable under the circumstances. This undertaking shall survive for 5 years following the date of this Quotation.

**15. Intellectual Property**. For purposes hereof, (a) "**Client Background IP**" means all intellectual property and related embodiments owned by or licensed to Client as of the date hereof or developed or controlled by Client other than in connection with the Project, (b) "**Catalent Background IP**" means all intellectual property and related embodiments owned by or licensed to Catalent as of the date hereof or developed or controlled by Catalent other than in connection with services under this Project, (c) "**New Invention**" means any intellectual property developed by either party or jointly by the parties in connection with the Project, (d) "**Client Inventions**" means any New Invention that relates exclusively to Client Background IP or Client's patented API, and (e) "**Catalent Inventions**" means any New Invention, other than a Client Invention, that (i) relates exclusively to Catalent Background IP, or (ii) relates to developing, formulating, manufacturing, filling, processing, packaging, analyzing, or testing pharmaceutical products generally. All Client Background IP and Client Inventions shall be owned solely by Client and no right therein is granted to Catalent under this Quotation, except as necessary for use in performing the Project. All Catalent Background IP and Catalent Inventions shall be owned solely by Catalent and no right therein is granted to Client under this Quotation. All New Inventions other than Client Inventions and Catalent Inventions, if any, shall be owned jointly by Catalent and Client. The parties shall cooperate to achieve the allocation of rights to New Inventions anticipated herein, and each party shall be solely responsible for costs associated with the protection of its intellectual property.

**Limitations.** These Terms and Conditions may not be used for Projects employing Catalent Background IP that relates to (a) capsule formulation intended for the encapsulation of API which are macro molecules ("OptiGel® Bio Technology"), (b) capsule formulation intended to mitigate the abuse of abuse-susceptible API ("OptiGel® Lock Technology"), or (c) Catalent's patented or patent-pending technologies which Catalent first makes available for use by Catalent's clients following the date of this Quotation.

**16. Indemnification**. Catalent shall indemnify, defend, and hold harmless Client, its Affiliates, and their respective directors, officers, employees, agents, managers, members, and shareholders, in their capacities as

such (collectively, the "**Client Indemnitees**") from and against any and all claims, losses, demands, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and expenses and reasonable investigative costs) in connection with any suit, demand, or action by any third party (collectively, "**Loss**") in connection with, arising out of or resulting from (a) any breach of Catalent's representations, warranties, or covenants set forth in this Quotation or (b) any gross negligence or willful misconduct by Catalent; in each case except to the extent that any of the foregoing is in connection with, arises out of, or results from any Client Indemnitee's gross negligence, willful misconduct, or material breach of this Quotation.

Client shall indemnify, defend, and hold harmless Catalent, its Affiliates, and their respective directors, officers, employees, agents, managers, members, and shareholders, in their capacities as such (collectively, the "**Catalent Indemnitees**") from and against any and all Loss in connection with, arising out of, or resulting from (a) any breach of Client's representations, warranties, or covenants set forth in this Quotation, (b) any manufacture, packaging, sale, promotion, distribution, or use of or exposure to Product or Client-supplied Materials, including product liability or strict liability, (c) Client's exercise of control over the Quotation to the extent that Client's instructions or directions violate Applicable Laws; (d) the conduct of any clinical trial utilizing any material or Product that is the subject of this Quotation, (e) any actual or alleged infringement or violation of any third-party patent, trade secret, copyright, trademark or other proprietary right by any Product, material, or information provided or specified by Client, including Client-supplied Materials, Confidential Information supplied by or on behalf of Client pursuant to this Quotation, or Product, or (f) any gross negligence or willful misconduct by Client; in each case except to the extent that any of the foregoing is in connection with, arises out of, or results from any Catalent Indemnitee's gross negligence, willful misconduct, or material breach of this Quotation.

**17. Limitations of Liability**. THE TOTAL LIABILITY OF CATALENT UNDER THIS QUOTATION OR ANY QAR SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CLIENT UNDER THIS QUOTATION OR ANY QAR.

CATALENT SHALL HAVE NO LIABILITY UNDER THIS QUOTATION OR ANY QAR FOR ANY CLAIM FOR LOST, DAMAGED OR DESTROYED CLIENT-SUPPLIED MATERIALS, WHETHER OR NOT SUCH CLIENT-SUPPLIED MATERIALS ARE USED IN THE PROJECT OR INCORPORATED INTO PRODUCT.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE TOTAL LIABILITY OF CATALENT SHALL EXCLUDE THE TOTAL FEES PAYABLE AND PAID BY CLIENT TO CATALENT FOR ALL PASS-THROUGH COSTS, INCLUDING FOR COMPARATOR DRUG.

NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR (A) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, (B) LOSS OF REVENUES OR PROFITS (WHETHER DIRECT OR INDIRECT), OR (C) LOSS OF DATA, IN EACH CASE ARISING OUT OF PERFORMANCE UNDER THIS QUOTATION OR ANY QAR, WHETHER IN CONTRACT, IN TORT, OR UNDER STATUTE, EVEN IF SUCH PARTY OR ANY OF ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**18. Insurance**. Each party shall, at its own cost and expense, obtain and maintain in full force and effect during the term of this Quotation the following: (a) commercial general liability insurance with a per-occurrence limit of not less than $1,000,000, (b) products and completed operations liability insurance with a per-occurrence limit of not less than $10,000,000, and (c) employers liability insurance with limits of not less than $1,000,000 per claim, and if applicable to the jurisdiction, workers' compensation insurance with statutory limits. Client shall maintain all risk property insurance, including transit coverage, in an amount equal to the full replacement value of its property while in, or in transit to or from, the Facility, and Client shall obtain a waiver of subrogation clause from its all-risk property insurance carrier(s) in favor of Catalent. Client shall name Catalent as an additional insured within Client's products liability insurance policies; *provided* that such additional insured status will apply solely to the extent of the Client's indemnity obligations under this Quotation. Upon the other party's written request, each party shall promptly furnish to the other party a certificate of insurance.

**19. Termination**. Either party may terminate this Quotation immediately without further action if the other party files a petition in bankruptcy, enters into an agreement with its creditors, applies for or consents to the appointment of a receiver, administrative receiver, trustee or administrator for its affairs, makes an assignment for the benefit of creditors, suffers or permits the entry of any order adjudicating it to be bankrupt or insolvent where such order is not discharged within 30 days, or takes any equivalent or similar action in consequence of debt in any jurisdiction. In the event of a material breach of any of the provisions of this Quotation, the non-breaching party shall have the right to terminate this Quotation but may only do so where the breaching party fails to cure the breach within 60 days after written notice of the breach is given by the non-breaching party. If Client fails to make payments in accordance with the terms of this Quotation and such payment breach is not cured within 10 days after written notice of non-payment from Catalent, Catalent may (i) terminate this Quotation or (ii) suspend any further performance of the Project under this Quotation until such invoice is paid in full, without releasing Client from its obligations under this Quotation.

**20. Amendment and Precedence.** These Terms and Conditions supersede any conflicting term set forth in this Quotation, QAR, purchase order, acknowledgement, delivery document, or the Specifications, and constitute the entire understanding between the parties concerning the Project, and supersede any contract, agreement, or understanding (oral or written) of the parties with respect to the Project. No provision of these Terms and Conditions may be amended except upon written agreement signed by both parties. These Terms and Conditions shall not impair or affect the terms of any other development, license, manufacturing, or packaging agreement between Client and Catalent or their respective Affiliates.

**21. Governing Law and Dispute Resolution.** This Quotation, and all suits, actions, claims or proceedings (whether in contract, tort, or statute) that may be based upon, arise out of, or relate to this Quotation, or the negotiation, execution, or performance of this Quotation (including any suit, action, claim, or proceeding based upon, arising out of, or related to any representation or warranty made in or in connection with this Quotation or as an inducement to enter into this Quotation), shall be governed by, and enforced in accordance with, the internal laws of the State of Delaware, USA, without giving effect to any law, rule, or provision of the State of Delaware, or to any other conflict of law principle, that would cause the application of the laws, rules, or provisions of any jurisdiction other than the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Quotation.

Any dispute that arises between the parties in connection with, or relating to this Quotation, QAR, or Project, shall first be presented to the respective senior executives of the parties for consideration and resolution. If such executives cannot resolve such dispute within 90 days of the receipt by one party of a written notice of demand from the other, the parties shall seek resolution of this dispute through final and binding arbitration in the English language, in New York, New York, USA, before one arbitrator and in accordance with the then-existing commercial arbitration rules of the CPR Institute for Conflict and Resolution, New York, NY. Notwithstanding anything to the contrary in this Quotation, the parties agree that final and binding arbitration shall be the mechanism by which any irreconcilable disputes shall be resolved and decided, and in so doing waive any and all rights to all other dispute resolution processes or proceedings, including litigation and administrative proceedings.

**22. No Waiver**. Failure by either party to insist upon strict compliance with any term of this Quotation in any one or more instances will not be deemed to be a waiver of its rights to insist upon such strict compliance with respect to any subsequent non-compliance.

**23. Independent Contractor.** The relationship of the parties is that of independent contractors, and neither party will incur any debt or make any commitment for the other party. Nothing in this Quotation is intended to create or will be construed as creating between the parties the relationship of joint ventures', partners, employer/employee, or principal and agent.

**24. Successors and Assigns.** This Quotation will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither party may assign this Quotation or these Terms and Conditions, in whole or in part, without the prior written consent of the other party; except that either party may, subject to prior written notice to the other party, assign this Quotation in its entirety to an Affiliate or to a successor to substantially all of the business or assets of the assigning party or the assigning party's business unit responsible for performance under this Quotation.

**25. No Third-Party Beneficiaries.** This Quotation shall not confer any right or remedy upon any Person or entity other than the parties and their respective successors and permitted assigns.

**26. Publicity.** Neither party will make any press release or other public disclosure regarding this Quotation or the transactions contemplated hereby without the other party's prior written consent, except as required (a) under Applicable Laws, (b) by any governmental agency, or (c) by the rules of any stock exchange on which the securities of the disclosing party are listed; in each case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the consent of the other party prior to issuing the press release or making the public disclosure. In addition, Client shall not use Catalent's name in a manner that could be construed as an endorsement of Client's Product, including any scientific conclusion as to safety or efficacy.

**27. Right to Dispose and Settle**. If Catalent requests in writing from Client direction with respect to disposal of any inventory of Product, Client-supplied Materials, equipment, samples, or other items belonging to Client, and is unable to obtain a response from Client within a reasonable period after making reasonable efforts to do so, Catalent may, in its sole discretion (a) dispose of all such items and (b) set-off the cost of such disposal and all amounts due to Catalent or any of its Affiliates from Client against any credit Client may hold with Catalent or any of its Affiliates.

**28. Force Majeure.** Except as to payments required under this Quotation, neither party shall be liable in damages for, nor shall this Quotation be terminable or cancelable by reason of, any delay or default in such party's performance if such default or delay is caused by events beyond such party's reasonable control, including acts of God, any action or failure to act of any government or agency thereof occurring after the date of this Quotation, terrorist events, armed hostilities, factory shutdowns, embargoes, wars, or

insurrection, riots, civil commotion, labor disturbances, epidemic, destruction of production facilities or materials by earthquakes, fires, floods, or weather, or failure of or shortages due to suppliers, vendors, public utilities or common carriers; *provided* that the party seeking relief under this Article shall promptly notify the other party of such cause(s) beyond such party's reasonable control. If the cause(s) continue unabated for 180 days, then both parties shall meet to discuss and negotiate in good faith what modifications to this Quotation should result from such cause(s).

**29.** **Survival**. The rights and obligations of Client and Catalent in Articles 5 (Invoices and Payments), 6 (Taxes), 11 (Regulatory Compliance), 12 (Client Warranties), 13 (Catalent Warranties), 14 (Confidentiality and Non-Use), 15 (Intellectual Property and Limitations), 16 (Indemnification), 17 (Limitations of Liability), 18 (Insurance), 19 (Termination), 21 (Governing Law and Dispute Resolution), 25 (No Third-Party Beneficiaries), 26 (Publicity), 27 (Right to Dispose and Settle), and 29 (Survival) of these Terms and Conditions shall survive termination or expiration of this Quotation.