UNITED STATES

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, DC 20549

FORM 10-Q

(Mark One)

☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended March 31, 2023

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

Commission File Number: 001-41477

Biohaven Ltd.

(Exact Name of Registrant as Specified in its Charter)

British Virgin Islands	**Not applicable**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
c/o Biohaven Pharmaceuticals, Inc.	
215 Church Street, New Haven, Connecticut	**06510**
(Address of principal executive offices)	(Zip Code)

(203) 404-0410

(Registrant's telephone number, including area code)

N/A

(Former name, former address and former fiscal year, if changed since last report)

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Shares, no par value	BHVN	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer”, “smaller reporting company” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Small reporting company	☒
		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. ☒

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

As of May 9, 2023, the registrant had 68,224,979 common shares, without par value per share, outstanding.

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BIOHAVEN LTD.

CONDENSED CONSOLIDATED BALANCE SHEETS

(Amounts in thousands)

	March 31, 2023 (Unaudited)	December 31, 2022
Assets		
Current assets:		
Cash and cash equivalents	$ 125,031	$ 204,877
Marketable securities	262,998	260,464
Prepaid expenses	26,400	20,945
Income tax receivable	43,830	46,139
Restricted cash held on behalf of Former Parent	61,548	35,212
Other current assets	24,669	19,331
Total current assets	544,476	586,968
Property and equipment, net	17,494	17,512
Intangible assets	18,400	18,400
Goodwill	1,390	1,390
Other non-current assets	36,761	37,513
Total assets	$ 618,521	$ 661,783
Liabilities and Shareholders' Equity		
Current liabilities:		
Accounts payable	$ 14,456	$ 10,703
Due to Former Parent	61,548	35,212
Accrued expenses and other current liabilities	38,002	44,106
Total current liabilities	114,006	90,021
Long-term operating lease liability	29,760	30,581
Other non-current liabilities	2,497	2,410
Total liabilities	146,263	123,012
Commitments and contingencies (Note 11)		
Shareholders' Equity:		
Preferred shares, no par value; 10,000,000 shares authorized, no shares issued and outstanding as of March 31, 2023 and December 31, 2022	—	—
Common shares, no par value; 200,000,000 shares authorized as of March 31, 2023 and December 31, 2022; 68,212,479 and 68,190,479 shares issued and outstanding as of March 31, 2023 and December 31, 2022, respectively	616,246	615,742
Additional paid-in capital	17,462	13,869
Accumulated deficit	(161,616)	(91,124)
Accumulated other comprehensive income	166	284
Total shareholders' equity	472,258	538,771
Total liabilities and shareholders' equity	$ 618,521	$ 661,783

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOHAVEN LTD.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

	Three Months Ended March 31,	
	2023	2022
Operating expenses:		
Research and development	$ 63,461	$ 70,096
General and administrative	14,321	19,677
Total operating expenses	77,782	89,773
Loss from operations	(77,782)	(89,773)
Other income (expense):		
Other income (expense), net	8,229	(4)
Total other income (expense), net	8,229	(4)
Loss before provision for income taxes	(69,553)	(89,777)
Provision for income taxes	939	7,255
Net loss	$ (70,492)	$ (97,032)
Net loss per share — basic and diluted	$ (1.03)	$ (2.46)
Weighted average common shares outstanding—basic and diluted	68,206,879	39,375,944
Comprehensive loss:		
Net loss	$ (70,492)	$ (97,032)
Other comprehensive loss, net of tax	(118)	—
Comprehensive loss	$ (70,610)	$ (97,032)

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOHAVEN LTD.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

(Amounts in thousands)

(Unaudited)

	Three Months Ended March 31,	
	2023	2022
Cash flows from operating activities:		
Net loss	$ (70,492)	$ (97,032
Adjustments to reconcile net loss to net cash used in operating activities:		
Share-based compensation expense	3,765	40,120
Depreciation and amortization	1,649	250
Issuance of Former Parent common shares as payment for license and consulting agreements	—	1,779
Other non-cash items	(1,746)	(250
Changes in operating assets and liabilities:		
Prepaid expenses and other assets	(279)	3,239
Accounts payable	3,753	1,927
Accrued expenses and other liabilities	(14,288)	(8,869
Net cash used in operating activities	(77,638)	(58,836
Cash flows from investing activities:		
Proceeds from sales and maturities of marketable securities	29,498	—
Purchases of marketable securities	(29,822)	—
Purchases of property and equipment	(735)	(246
Net cash used in investing activities	(1,059)	(246
Cash flows from financing activities:		
Net transfers from Former Parent	—	23,033
Change in restricted cash due to Former Parent	26,336	—
Other	332	—
Net cash provided by financing activities	26,668	23,033
Effects of exchange rates on cash, cash equivalents, and restricted cash	15	—
Net decrease in cash, cash equivalents, and restricted cash	(52,014)	(36,049
Cash, cash equivalents, and restricted cash at beginning of period	242,604	77,057
Cash, cash equivalents, and restricted cash at end of period	$ 190,590	$ 41,008

The accompanying notes are an integral part of these condensed consolidated financial statements.

BIOHAVEN LTD.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

1. Nature of the Business and Basis of Presentation

Biohaven Ltd. (“we,” “us," "our," "Biohaven" or the “Company”) was incorporated in Tortola, British Virgin Islands in May 2022. Biohaven is a global clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of life-changing therapies for people with debilitating neurological and neuropsychiatric diseases, including rare disorders. The Company is advancing a pipeline of therapies for diseases with little or no treatment options, leveraging its proven drug development capabilities and proprietary platforms, including Kv7 ion channel modulation for epilepsy and neuronal hyperexcitability, glutamate modulation for Obsessive-Compulsive Disorder ("OCD") and spinocerebellar ataxia ("SCA"), myostatin inhibition for neuromuscular diseases, and brain-penetrant Tyrosine Kinase 2/Janus Kinase 1 ("TYK2/JAK1") inhibition for immune-mediated brain disorders. Biohaven's portfolio of early- and late-stage product candidates also includes discovery research programs focused on TRPM3 channel activation for neuropathic pain, CD-38 antibody recruiting, bispecific molecules for multiple myeloma, antibody drug conjugates ("ADCs"), and extracellular target degrader platform technology ("MoDE") with potential application in neurological disorders, cancer, and autoimmune diseases.

The Company is subject to risks and uncertainties common to early-stage companies in the biotechnology industry, including, but not limited to, development by competitors of new technological innovations, dependence on key personnel, protection of proprietary technology, compliance with government regulations and the ability to secure additional capital to fund operations. Product candidates currently under development will require significant additional research and development efforts, including preclinical and clinical testing and regulatory approval, prior to commercialization. These efforts may require additional capital, additional personnel and infrastructure, and further regulatory and other capabilities. Even if the Company’s product development efforts are successful, it is uncertain when, if ever, the Company will realize significant revenue from product sales.

Separation from Biohaven Pharmaceutical Holding Company Ltd.

On May 9, 2022, Biohaven Pharmaceutical Holding Company Ltd. (the "Former Parent"), Pfizer Inc. (“Pfizer”) and Bulldog (BVI) Ltd., a wholly owned subsidiary of Pfizer (“Merger Sub”), entered into an Agreement and Plan of Merger (the “Merger Agreement”), which provided for the acquisition by Pfizer of the Former Parent through the merger of Merger Sub with and into the Former Parent (the “Merger”). In connection with the Merger Agreement, the Former Parent and Biohaven entered into a Separation and Distribution Agreement, dated as of May 9, 2022 (the “Distribution Agreement”). In connection with the Distribution Agreement, the Board of Directors of the Former Parent approved and directed the Former Parent’s management to effect the Spin-Off (as defined below) of the business, operations, and activities that are not the CGRP Business (as defined below), including the Kv7 ion channel activators, glutamate modulation, MPO inhibition and myostatin inhibition platforms, preclinical product candidates, and certain corporate infrastructure currently owned by the Former Parent.

To implement the Spin-Off, the Former Parent transferred the related license agreements, intellectual property and corporate infrastructure, including certain non-commercial employee agreements, share based awards and other corporate agreements (the "Business") to Biohaven, through a series of internal restructuring transactions. Descriptions of historical business activities in these Notes to Condensed Consolidated Financial Statements are presented as if these transfers had already occurred, and the Former Parent’s activities related to such assets and liabilities had been performed by the Company.

On October 3, 2022, the Former Parent completed the distribution (the “Distribution”) to holders of its common shares of all of the outstanding common shares of Biohaven and the spin-off of Biohaven from the Former Parent (the “Spin-Off”) described in Biohaven’s Information Statement (the “Information Statement”) attached as Exhibit 99.1 to Biohaven’s Registration Statement on Form 10, as amended, which was declared effective by the Securities and Exchange Commission ("SEC") on September 22, 2022. Each holder of Former Parent common shares received one common share of Biohaven for every two Former Parent common shares held of record as of the close of business on September 26, 2022. In the Distribution, an aggregate of 35,840,459 Biohaven common shares were issued. The aggregate number of common shares issued in connection with the Distribution did not include 2,611,392 common shares to be issued in connection with Former Parent stock options that were exercised on October 3, 2022 and 924,093 common shares to be issued in connection with Former Parent restricted

stock units that vested on October 3, 2022. As a result of the Distribution, Biohaven became an independent, publicly traded company. Collectively, we refer to the Distribution and Spin-Off throughout this Quarterly Report on Form 10-Q as the "Separation."

The Separation generally resulted in (a) the Company directly or indirectly owning, assuming, or retaining certain assets and liabilities of the Former Parent and its subsidiaries related to the Former Parent's pipeline assets and businesses and (b) the Former Parent directly or indirectly owning, assuming, or retaining all other assets and liabilities, including those associated with the Former Parent's platform for the research, development, manufacture and commercialization of calcitonin gene-related receptor antagonists, including rimegepant, zavegepant and the Heptares Therapeutics Limited preclinical CGRP portfolio and related assets (the "CGRP Business").

In connection with the Separation, the Company entered into various agreements relating to transition services, licenses and certain other matters with the Former Parent. For additional information regarding these agreements, see Note 13, "Related Party Transactions."

Basis of Presentation

On October 3, 2022, the Company became a standalone publicly traded company, and its financial statements are now presented on a condensed consolidated basis. Prior to the Separation on October 3, 2022, the Company's historical combined financial statements were prepared on a standalone basis and were derived from the Former Parent's consolidated financial statements and accounting records. The financial statements for all periods presented, including the historical results of the Company prior to October 3, 2022, are now referred to as "Condensed Consolidated Financial Statements," and have been prepared in accordance with accounting principles generally accepted in the United States of America ("GAAP") and pursuant to the rules and regulations of the U.S. Securities and Exchange Commission ("SEC").

Periods Prior to the Separation

For periods prior to the Separation, the condensed consolidated financial statements present, on a historical basis, the combined assets, liabilities, expenses and cash flows directly attributable to the Business, which have been prepared from the Former Parent's consolidated financial statements and accounting records, and are presented on a stand-alone basis as if the operations had been conducted independently from the Former Parent. The condensed consolidated financial statements of operations and comprehensive loss for periods prior to the Separation include all costs directly related to the Business, including costs for facilities, functions and services utilized by the Company. The condensed consolidated statements of operations and comprehensive loss for periods prior to the Separation also include allocations for various expenses related to the Former Parent's corporate functions, including research and development, human resources, information technology, facilities, tax, shared services, accounting, finance and legal. These expenses were allocated on the basis of direct usage or benefit when specifically identifiable, with the remainder allocated on a proportional cost allocation method primarily based on employee labor hours or direct expenses. Management believes the assumptions underlying the condensed consolidated financial statements, including the expense methodology and resulting allocation, are reasonable for all periods presented. However, the allocations may not include all of the actual expenses that would have been incurred by the Company and may not reflect its consolidated results of operations, financial position and cash flows had it been a standalone company during the periods presented. It is not practicable to estimate actual costs that would have been incurred had the Company been a standalone company and operated as an unaffiliated entity during the periods presented. Actual costs that might have been incurred had the Company been a standalone company would depend on a number of factors, including the chosen organizational structure, what corporate functions the Company might have performed directly or outsourced and strategic decisions the Company might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions.

The income tax amounts in the condensed consolidated financial statements for periods prior to the separation was calculated on a separate return method and presented as if the Company's operations were separate taxpayers in the respective jurisdiction. Therefore, tax expense, cash tax payments, and items of current and deferred taxes may not be reflective of the Company's actual tax balances prior to or subsequent to the Distribution.

For periods prior to the Separation, the Company's equity balance in these condensed consolidated financial statements represents the excess of total assets over liabilities. Net investment from Former Parent is primarily impacted by contributions from Former Parent, which are the result of net funding provided by or distributed to Former Parent. As a result of the

BIOHAVEN LTD.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

1. Nature of the Business and Basis of Presentation (Continued)

Separation, the Company's Net investment from Former Parent balance was reclassified to common shares. The Net investment from Former Parent balance reclassified to common shares during the fourth quarter of 2022 included separation-related adjustments of $27,811. The adjustments related primarily to differences in the amount of assets and liabilities transferred to the Company upon the Separation and the amount of the transferred assets and liabilities reported in the company's combined balance sheet as of September 30, 2022. Additional separation-related adjustments could be recorded in future periods.

Going Concern

In accordance with Accounting Standards Codification ("ASC") 205-40, Going Concern, the Company has evaluated whether there are conditions and events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern within one year after the date that the condensed consolidated financial statements are issued.

Through May 12, 2023, the Company has funded its operations primarily with proceeds from its Former Parent, proceeds from the public offering of its common shares in October 2022, and the cash contribution received from the Former Parent at the Separation as discussed below. The Company has incurred recurring losses since its inception and expects to continue to generate operating losses for the foreseeable future.

As of the date of issuance of these condensed consolidated financial statements, the Company expects its existing cash, cash equivalents and marketable securities will be sufficient to fund operating expenses, financial commitments and other cash requirements for at least one year after the issuance date of these financial statements.

To execute its business plans, the Company will require funding to support its continuing operations and pursue its growth strategy. Until such time as the Company can generate significant revenue from product sales or royalties, if ever, it expects to finance its operations through the sale of public or private equity, debt financings or other capital sources, including collaborations with other companies or other strategic transactions. The Company may not be able to obtain financing on acceptable terms, or at all. The terms of any financing may adversely affect the holdings or the rights of the Company's shareholders. If the Company is unable to obtain funding, the Company could be forced to delay, reduce or eliminate some or all of its research and development programs, product portfolio expansion or commercialization efforts, which could adversely affect its business prospects, or the Company may be unable to continue operations.

2. Summary of Significant Accounting Policies

Our significant accounting policies are described in Note 2 of the notes to the consolidated financial statements included in our Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K"). Updates to our accounting policies are discussed below in this Note 2.

Unaudited Interim Condensed Consolidated Financial Information

The accompanying unaudited condensed consolidated financial statements have been prepared in accordance with GAAP for interim financial information. The accompanying unaudited condensed consolidated financial statements do not include all of the information and footnotes required by GAAP for complete consolidated financial statements. The accompanying year-end condensed consolidated balance sheet was derived from audited financial statements, but does not include all disclosures required by accounting principles generally accepted in the United States of America. The unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited annual consolidated financial statements and, in the opinion of management, reflect all adjustments, which include only normal recurring adjustments, necessary for the fair statement of the Company's financial position as of March 31, 2023 and the results of its operations and its cash flows for the three months ended March 31, 2023 and 2022. The results for the three months ended March 31, 2023 are not necessarily indicative of results to be expected for the year ending December 31, 2023, any other interim periods or any future year or period. The financial information included herein should be read in conjunction with the financial statements and notes in the Company's Annual Report on Form 10-K for the year ended December 31, 2022.

Use of Estimates

The preparation of condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the condensed consolidated financial statements and the reported amounts of income and expenses during the reporting periods. Significant estimates and assumptions reflected in these condensed consolidated

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

2. Summary of Significant Accounting Policies (Continued)

financial statements include, but are not limited to, the valuation of intangible assets, determining the allocations of costs and expenses from the Former Parent and the accrual for research and development expenses. In addition, management's assessment of the Company's ability to continue as a going concern involves the estimation of the amount and timing of future cash inflows and outflows. Estimates are periodically reviewed in light of changes in circumstances, facts and experience. Changes in estimates are recorded in the period in which they become known. Actual results could differ from those estimates.

Restricted Cash

The following represents a reconciliation of cash and cash equivalents in the condensed consolidated balance sheets to total cash, cash equivalents and restricted cash as of March 31, 2023 and March 31, 2022, respectively, in the condensed consolidated statements of cash flows:

	As of March 31, 2023	As of March 31, 2022
Cash and cash equivalents	$ 125,031	$ 40,258
Restricted cash held on behalf of Former Parent	61,548	—
Restricted cash (included in other current assets)	1,438	—
Restricted cash (included in other non-current assets)	2,573	750
Total cash, cash equivalents and restricted cash at the end of the period in the condensed consolidated statement of cash flows	$ 190,590	$ 41,008

Recently Issued Accounting Pronouncements

In June 2022, the FASB issued ASU No. 2022-03, Fair Value Measurement (Topic 820): Fair Value Measurement of Equity Securities Subject to Contractual Sale Restrictions, to clarify the guidance in Topic 820 when measuring the fair value of an equity security subject to contractual restrictions that prohibit the sale of an equity security. The ASU also introduced new disclosure requirements for equity securities subject to contractual sale restrictions that are measured at fair value in accordance with Topic 820. The amendments in ASU 2022-03 are effective for fiscal years beginning after December 15, 2023. The Company does not expect ASU No. 2022-03 to have a material effect on its consolidated financial statements.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

3. Marketable Securities

The amortized cost, gross unrealized holding gains, gross unrealized holding losses and fair value of debt securities available-for-sale by type of security at March 31, 2023 and December 31, 2022 were as follows:

	Amortized Cost	Allowance for Credit Losses	Net Amortized Cost	Gross Unrealized Gains	Gross Unrealized Losses	Fair Value
March 31, 2023						
Debt securities						
U.S. corporate bonds	$ 142,186	$ —	$ 142,186	$ 45	$ (250)	$ 141,981
Foreign corporate bonds	49,200	—	49,200	—	(45)	49,155
U.S. treasury bills	39,788	—	39,788	3	(9)	39,782
U.S. agency bonds	42,098	—	42,098	—	(22)	42,076
Total	$ 273,272	$ —	$ 273,272	$ 48	$ (326)	$ 272,994
December 31, 2022						
Debt securities						
U.S. corporate bonds	$ 142,697	$ —	$ 142,697	$ 25	$ (135)	$ 142,587
Foreign corporate bonds	36,766	—	36,766	9	(32)	36,743
U.S. treasury bills	89,308	—	89,308	17	(5)	89,320
U.S. agency bonds	41,734	—	41,734	—	(24)	41,710
Total	$ 310,505	$ —	$ 310,505	$ 51	$ (196)	$ 310,360

The fair value of debt securities available-for-sale by classification in the condensed consolidated balance sheets was as follows:

	March 31, 2023	December 31, 2022
Cash and cash equivalents	$ 9,996	$ 49,896
Marketable securities	262,998	260,464
Total	$ 272,994	$ 310,360

The net amortized cost and fair value of debt securities available-for-sale at March 31, 2023 and December 31, 2022 are shown below by contractual maturity. Actual maturities may differ from contractual maturities because securities may be restructured, called or prepaid, or the Company intends to sell a security prior to maturity.

	March 31, 2023		December 31, 2022	
	Net Amortized Cost	Fair Value	Net Amortized Cost	Fair Value
Due to mature:				
Less than one year	$ 273,272	$ 272,994	$ 310,505	$ 310,360

BIOHAVEN LTD.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

3. Marketable Securities (Continued)

Summarized below are the debt securities available-for-sale the Company held at March 31, 2023 and December 31, 2022 that were in an unrealized loss position, aggregated by the length of time the investments have been in that position:

	Less than 12 months		
	Number of Securities	Fair Value	Unrealized Losses
March 31, 2023			
Debt securities			
U.S. corporate bonds	19	$ 112,255	$ (250)
Foreign corporate bonds	6	49,154	(45)
U.S. treasury bills	1	9,867	(9)
U.S. agency bonds	4	42,076	(22)
Total	30	$ 213,352	$ (326)
December 31, 2022			
Debt securities			
U.S. corporate bonds	16	$ 104,508	$ (135)
Foreign corporate bonds	3	31,886	(32)
U.S. treasury bills	1	9,762	(5)
U.S. agency bonds	4	41,710	(24)
Total	24	$ 187,866	$ (196)

The Company did not have any investments in a continuous unrealized loss position for more than twelve months as of March 31, 2023 and December 31, 2022.

The Company reviewed the securities in the table above and concluded that they are performing assets generating investment income to support the needs of the Company's business. In performing this review, the Company considered factors such as the credit quality of the investment security based on research performed by external rating agencies and the prospects of realizing the carrying value of the security based on the investment's current prospects for recovery. As of March 31, 2023, the Company did not intend to sell these securities and did not believe it was more likely than not that it would be required to sell these securities prior to the anticipated recovery of their amortized cost basis.

Net Investment Income

Gross investment income includes income from debt securities available-for-sale, money-market funds, cash and restricted cash. Sources of net investment income included in other income (expense), net in the condensed consolidated statements of operations and comprehensive loss for the three months ended March 31, 2023 were as follows:

	Three Months Ended March 31, 2023
Gross investment income	$ 4,190
Investment expenses	(70)
Net investment income (excluding net realized capital losses)	4,120
Net realized capital losses	(21)
Net investment income	$ 4,099

The Company had no investment income during the three months ended March 31, 2022.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

3. Marketable Securities (Continued)

We utilize the specific identification method in computing realized gains and losses. The proceeds from the sale of available-for-sale debt securities and the related gross realized capital gains and losses for the three months ended March 31, 2023 were as follows:

	Three Months Ended March 31, 2023
Proceeds from sales	$ 2,498
Gross realized capital losses	21

The Company had no proceeds from the sale of available-for-sale debt securities and the related gross realized capital gains and losses for the three months ended March 31, 2022.

4. Fair Value of Financial Assets and Liabilities

The preparation of the Company's condensed consolidated financial statements in accordance with GAAP requires certain assets and liabilities to be reflected at their fair value and others to be reflected on another basis, such as an adjusted historical cost basis. In this note, the Company provides details on the fair value of financial assets and liabilities and how it determines those fair values.

Financial Instruments Measured at Fair Value on the Condensed Consolidated Balance Sheets

Certain assets of the Company are carried at fair value under GAAP. Fair value is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. Financial assets and liabilities carried at fair value are to be classified and disclosed in one of the following three levels of the fair value hierarchy, of which the first two are considered observable and the last is considered unobservable:

- Level 1 — Quoted prices in active markets for identical assets or liabilities.
- Level 2 — Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, quoted prices in markets that are not active for identical or similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.
- Level 3 — Unobservable inputs that are supported by little or no market activity that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

For a description of the methods and assumptions that are used to estimate the fair value and determine the fair value hierarchy classification of each class of financial instrument, see Note 4 "Fair Value of Financial Assets and

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

4. Fair Value of Financial Assets and Liabilities (Continued)

Liabilities" in the 2022 Form 10-K. Financial assets measured at fair value on a recurring basis on the condensed consolidated balance sheets at March 31, 2023 and December 31, 2022 were as follows:

		Fair Value Measurement Using:			
Balance Sheet Classification	Type of Instrument	Level 1	Level 2	Level 3	Total
March 31, 2023					
Current assets:					
Cash equivalents	Money market funds	$ 41,135	$ —	$ —	$ 41,135
Cash equivalents	U.S. treasury bills	—	9,996	—	9,996
Marketable securities	U.S. treasury bills	—	29,786	—	29,786
Marketable securities	U.S. corporate bonds	—	141,981	—	141,981
Marketable securities	U.S. agency bonds	—	42,076	—	42,076
Marketable securities	Foreign corporate bonds	—	49,155	—	49,155
Total current assets		$ 41,135	$ 272,994	$ —	$ 314,129
December 31, 2022					
Current assets:					
Cash equivalents	Money market funds	$ 72,866	$ —	$ —	$ 72,866
Cash equivalents	U.S. treasury bills	—	39,948	—	39,948
Cash equivalents	U.S. corporate bonds	—	9,948	—	9,948
Marketable securities	U.S. treasury bills	—	49,372	—	49,372
Marketable securities	U.S. corporate bonds	—	132,639	—	132,639
Marketable securities	U.S. agency bonds	—	41,710	—	41,710
Marketable securities	Foreign corporate bonds	—	36,743	—	36,743
Total current assets		$ 72,866	$ 310,360	$ —	$ 383,226

The Company had no financial liabilities measured at fair value on a recurring basis on the condensed consolidated balance sheets at March 31, 2023 and December 31, 2022.

There were no securities transferred between Level 1, 2 and 3 during the three months ended March 31, 2023 or 2022.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

5. Balance Sheet Components

Property and Equipment, Net

Property and equipment, net consisted of the following:

	As of March 31, 2023	As of December 31, 2022
Building and land	$ 12,297	$ 12,297
Computer hardware and software	780	780
Office and lab equipment	7,349	5,501
Furniture and fixtures	1,202	1,202
	$ 21,628	$ 19,780
Accumulated depreciation	(5,669)	(4,914)
	15,959	14,866
Equipment not yet in service	1,535	2,646
Property and equipment, net	$ 17,494	$ 17,512

Depreciation expense was $764 and $209 for the three months ended March 31, 2023 and 2022, respectively.

As of March 31, 2023 and December 31, 2022, computer software costs included in property and equipment were $760 and $760, net of accumulated amortization of $528 and $464, respectively. Depreciation and amortization expense for capitalized computer software costs were not material for the three months ended March 31, 2023 or 2022.

Equipment not yet in service primarily consisted of lab equipment that had not been placed into service as of March 31, 2023 and December 31, 2022.

Other Non-current Assets

Other non-current assets consisted of the following:

	As of March 31, 2023	As of December 31, 2022
Operating lease right-of-use assets	$ 34,032	$ 34,928
Other	2,729	2,585
Other non-current assets	$ 36,761	$ 37,513

Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following:

	As of March 31, 2023	As of December 31, 2022
Accrued employee compensation and benefits	$ 4,306	$ 14,603
Accrued clinical trial costs	17,629	17,788
Clinical supply manufacturing contract liability [1]	7,356	—
Other accrued expenses and other current liabilities	8,711	11,715
Accrued expenses and other current liabilities	$ 38,002	$ 44,106

(1) Represents the Company's liability under a clinical supply manufacturing agreement entered into during the first quarter of 2023. The Company has recorded a corresponding asset within other current assets on the condensed consolidated balance sheet as of March 31, 2023.

6. Acquisitions

Kv7 Platform Acquisition

In April 2022, the Company closed the acquisition from Knopp Biosciences LLC (“Knopp”) of Channel Biosciences, LLC (“Channel”), a wholly owned subsidiary of Knopp owning the assets of Knopp’s Kv7 channel targeting platform (the “Kv7 Platform Acquisition”), pursuant to a Membership Interest Purchase Agreement (the “Purchase Agreement”), dated February 24, 2022.

In consideration for the Kv7 Platform Acquisition, on April 4, 2022, the Company made an upfront payment comprised of $35,000 in cash and 493,254 common shares, valued at approximately $58,747, issued through a private placement. The Company has also agreed to pay additional success-based payments comprised of (i) up to $325,000 based on developmental and regulatory milestones through approvals in the United States, EMEA and Japan for the lead asset, BHV-7000 (formerly known as KB-3061), (ii) up to an additional $250,000 based on developmental and regulatory milestones for the Kv7 pipeline development in other indications and additional country approvals, and (iii) up to $562,500 for commercial sales-based milestones of BHV-7000. Additionally, the Company has agreed to make scaled royalty payments in cash for BHV-7000 and the pipeline programs, starting at high single digits and peaking at low teens for BHV-7000 and starting at mid-single digits and peaking at low tens digits for the pipeline programs.

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

6. Acquisitions (Continued)

The Company accounted for this purchase as an asset acquisition as substantially all of the fair value of the gross assets acquired was concentrated in a single identifiable asset, IPR&D. The IPR&D asset has no alternative future use and relates to intellectual property rights related to the Kv7 platform lead, now BHV-7000. There was no material value assigned to any other assets or liabilities acquired in the acquisition. As such, during the second quarter of 2022, the Company recorded a charge to research and development ("R&D") expense in the accompanying condensed consolidated statements of operations and comprehensive loss of $93,747.

During the second quarter of 2022, the Company recorded $25,000 to R&D expense in the condensed consolidated statements of operations and comprehensive loss for a regulatory milestone payment made to Knopp.

Excluding the milestone payment noted above, the Company has not recorded any of the possible contingent consideration payments to Knopp as a liability in the accompanying condensed consolidated balance sheet as none of the future events which would trigger a milestone payment were considered probable of occurring at March 31, 2023.

7. Shareholders' Equity

Changes in shareholders' equity for the three months ended March 31, 2023 and March 31, 2022 were as follows:

	Common Shares		Net Investment from Former Parent	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Shares	Amount					
Balances as of December 31, 2022	68,190,479	$ 615,742	$ —	$ 13,869	$ (91,124)	$ 284	$ 538,771
Issuance of common shares under equity incentive plan	22,000	504	—	(172)	—	—	332
Non-cash share-based compensation expense	—	—	—	3,765	—	—	3,765
Net loss	—	—	—	—	(70,492)	—	(70,492)
Other comprehensive loss	—	—	—	—	—	(118)	(118)
Balances as of March 31, 2023	68,212,479	$ 616,246	$ —	$ 17,462	$ (161,616)	$ 166	$ 472,258

	Common Shares		Net Investment from Former Parent	Additional Paid-in Capital	Accumulated Deficit	Accumulated Other Comprehensive Income	Total Shareholders' Equity
	Shares	Amount					
Balance as of December 31, 2021	—	$ —	$ 34,691	$ —	$ —	$ —	$ 34,691
Net loss	—	—	(97,032)	—	—	—	(97,032)
Net transfers from Former Parent	—	—	108,440	—	—	—	108,440
Balance as of March 31, 2022	—	$ —	$ 46,099	$ —	$ —	$ —	$ 46,099

BIOHAVEN LTD.

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

8. Accumulated Other Comprehensive Income

Shareholders' equity included the following activity in accumulated other comprehensive income (loss) for the three months ended March 31, 2023:

	Three Months Ended March 31, 2023
Net unrealized investment gains (losses):	
Beginning of period balance	$ (145)
Other comprehensive loss before reclassifications[1]	(154)
Amounts reclassified from accumulated other comprehensive loss[1][2]	21
Other comprehensive loss[1]	(133)
End of period balance	(278)
Foreign currency translation adjustments:	
Beginning of period balance	429
Other comprehensive income[1]	15
End of period balance	444
Total beginning of period accumulated other comprehensive income	284
Total other comprehensive loss	(118)
Total end of period accumulated other comprehensive income	$ 166

[1] There was no tax on other comprehensive income and immaterial tax on amounts reclassified from accumulated other comprehensive income (loss) during the period.

[2] Amounts reclassified from accumulated other comprehensive income (loss) for specifically identified debt securities are included in other income (expense), net on the condensed consolidated statement of operations.

The Company had no accumulated other comprehensive income (loss) included in shareholder's equity as of March 31, 2022 and no amounts reclassified from accumulated other comprehensive income (loss) during the three months ended March 31, 2022.

9. Net Loss Per Share

Basic and diluted net loss per share attributable to common shareholders of Biohaven was calculated as follows:

	Three Months Ended March 31, 2023	2022
Numerator:		
Net loss	$ (70,492)	$ (97,032)
Denominator:		
Weighted average common shares outstanding—basic and diluted[1]	68,206,879	39,375,944
Net loss per share — basic and diluted	$ (1.03)	$ (2.46)

(1) Prior to the Spin-Off from the Former Parent on October 3, 2022, Biohaven did not operate as an independent company. At the time of the Distribution, 39,375,944 shares of the Company's common stock were distributed to the Former Parent's shareholders, including common shares issued in connection with Former Parent share options that were exercised on October 3, 2022 and common shares issued in connection with Former Parent restricted share units that vested on October 3, 2022. This number of shares is being utilized for the calculation of basic and diluted earnings per share for all periods presented prior to the Spin-Off.

The Company's potential dilutive securities include share options which have been excluded from the computation of diluted net loss per share as the effect would be to reduce the net loss per share. Therefore, the weighted average number of common shares outstanding used to calculate both basic and diluted net loss per share attributable to common shareholders of the Company is the same. The Company excluded the following potential common shares, presented based on amounts outstanding at each period end, from the computation of diluted net loss per share attributable to common shareholders for the periods indicated because including them would have had an anti-dilutive effect:

	As of March 31, 2023
Options to purchase common shares	9,083,715

10. License Agreements

The following is a summary of all license agreements that the Company has entered into. As of March 31, 2023, the Company has potential future developmental, regulatory and commercial milestone payments under these agreements of up to approximately $125,125, $567,350, and $1,420,450, respectively. As of March 31, 2023 the Company has not

10. License Agreements (Continued)

made any developmental, regulatory or commercial milestone payments under these agreements.

Yale Agreements

In September 2013, the Company entered into an exclusive license agreement (the "Yale Agreement") with Yale University to obtain a license to certain patent rights for the commercial development, manufacture, distribution, use and sale of products and processes resulting from the development of those patent rights, related to the use of riluzole in treating various neurological conditions, such as general anxiety disorder, post-traumatic stress disorder and depression.

The Yale Agreement was amended and restated in May 2019. As amended, the Company agreed to pay Yale University up to $2,000 upon the achievement of specified regulatory milestones and annual royalty payments of a low single-digit percentage based on net sales of riluzole-based products from the licensed patents or from products based on troriluzole. Under the amended and restated agreement, the royalty rates are reduced as compared to the original agreement. In addition, under the amended and restated agreement, the Company may develop products based on riluzole or troriluzole. The amended and restated agreement retains a minimum annual royalty of up to $1,000 per year, beginning after the first sale of product under the agreement. If the Company grants any sublicense rights under the Yale Agreement, it must pay Yale University a low single-digit percentage of sublicense income that it receives.

For the three months ended March 31, 2023 and 2022, the Company did not record any material expense or make any milestone or royalty payments under the Yale Agreement.

In January 2021, the Company entered into a worldwide, exclusive license agreement with Yale University for the development and commercialization of a novel Molecular Degrader of Extracellular Protein ("MoDE") platform (the "Yale MoDE Agreement"). Under the Yale MoDE Agreement, the Company acquired exclusive, worldwide rights to Yale University's intellectual property directed to its MoDE platform. The platform pertains to the clearance of disease-causing protein and other biomolecules by targeting them for lysosomal degradation using multi-functional molecules. As part of consideration for this license, the Company paid Yale University an upfront cash payment of $1,000 and 11,668 common shares of the Former Parent valued at approximately $1,000. Under the Yale MoDE Agreement, the Company may develop products based on the MoDE platform. The Yale MoDE Agreement includes an obligation to pay a minimum annual royalty of up to $1,000 per year, and low single digit royalties on the net sales of licensed products. If the Company grants any sublicense rights under the Yale MoDE Agreement, it must pay Yale University a low single-digit percentage of sublicense income that it receives. In addition, Yale University will be eligible to receive additional development milestone payments of up to $800 and commercial milestone payments of up to $2,950. The Yale MoDE Agreement terminates on the later of twenty years from the effective date, twenty years from the filing date of the first investigational new drug application for a licensed product or the last to expire of a licensed patent. Under the Yale MoDE Agreement, the Company entered into a sponsored research agreement (the “Yale MoDE SRA”), which included funding of up to $4,000 over the life of the agreement.

The Company recorded research and development expense related to the Yale MoDE SRA of $333 and $1,666 for the three months ended March 31, 2023 and 2022, respectively. For the three months ended March 31, 2023 and 2022, the Company did not make any milestone or royalty payments under the Yale MoDE Agreement.

ALS Biopharma Agreement

In August 2015, the Company entered into an agreement (the "ALS Biopharma Agreement") with ALS Biopharma and Fox Chase Chemical Diversity Center Inc. ("FCCDC"), pursuant to which ALS Biopharma and FCCDC assigned the Company their worldwide patent rights to a family of over 300 prodrugs of glutamate modulating agents, including troriluzole, as well as other innovative technologies. Under the ALS Biopharma Agreement, the Company is obligated to use commercially reasonable efforts to commercialize and develop markets for the patent products. The Company is obligated to pay $3,000 upon the achievement of specified regulatory milestones with respect to the first licensed product and $1,000 upon the achievement of specified regulatory milestones with respect to subsequently developed products, as well as royalty payments of a low single-digit percentage based on net sales of products licensed under the ALS Biopharma Agreement, payable on a quarterly basis.

The ALS Biopharma Agreement terminates on a country-by-country basis as the last patent rights expire in each such country. If the Company abandons its development, research, licensing or sale of all products covered by one or more claims of any patent or patent

10. License Agreements (Continued)

application assigned under the ALS Biopharma Agreement, or if the Company ceases operations, it has agreed to reassign the applicable patent rights back to ALS Biopharma.

For the three months ended March 31, 2023 and 2022, the Company did not record any expense or make any milestone or royalty payments under the ALS Biopharma Agreement.

2016 AstraZeneca Agreement

In October 2016, the Company entered into an exclusive license agreement (the "2016 AstraZeneca Agreement") with AstraZeneca, pursuant to which AstraZeneca granted the Company a license to certain patent rights for the commercial development, manufacture, distribution and use of any products or processes resulting from development of those patent rights, including BHV-5000 and BHV-5500. In exchange for these rights, the Company agreed to pay AstraZeneca an upfront payment, milestone payments and royalties on net sales of licensed products under the agreement. The regulatory milestones due under the 2016 AstraZeneca Agreement depend on the indication of the licensed product being developed as well as the territory where regulatory approval is obtained.

Regulatory milestones due under the 2016 AstraZeneca Agreement with respect to Rett syndrome total up to $30,000, and, for any indication other than Rett syndrome, total up to $60,000. Commercial milestones are based on net sales of all products licensed under the 2016 AstraZeneca Agreement and total up to $120,000. The Company has also agreed to pay royalties in two tiers, with each tiered royalty in the range from 0-10% of net sales of products licensed under the 2016 AstraZeneca Agreement. If the Company receives revenue from sublicensing any of its rights under the 2016 AstraZeneca Agreement, the Company is also obligated to pay a portion of that revenue to AstraZeneca. The Company is also required to reimburse AstraZeneca for any fees that AstraZeneca incurs related to the filing, prosecution, defending, and maintenance of patent rights licensed under the 2016 AstraZeneca Agreement.

The 2016 AstraZeneca Agreement expires upon the expiration of the patent rights under the agreement or on a country-by-country basis ten years after the first commercial sale and can also be terminated if certain events occur, e.g., material breach or insolvency.

For the three months ended March 31, 2023 and 2022, the Company did not record any expense or make any milestone or royalty payments under the 2016 AstraZeneca Agreement.

2018 AstraZeneca License Agreement

In September 2018, the Company entered into an exclusive license agreement (the "2018 AstraZeneca Agreement") with AstraZeneca, pursuant to which AstraZeneca granted the Company a license to certain patent rights for the commercial development, manufacture, distribution and use of any products or processes resulting from development of those patent rights, including BHV-3241 (verdiperstat). Under the 2018 AstraZeneca Agreement, the Company paid AstraZeneca an upfront cash payment of $3,000 and 109,523 shares valued at $4,080 on the date of settlement and is obligated to pay milestone payments to AstraZeneca totaling up to $55,000 upon the achievement of specified regulatory and commercial milestones and up to $50,000 upon the achievement of specified sales-based milestones. In addition, the Company will pay AstraZeneca royalties in three tiers, with each tiered royalty in the range from 0-10% of net sales of specified approved products, subject to specified reductions.

In November 2021, the Company completed enrollment in a Phase 3 clinical trial of this product candidate, which is now referred to as verdiperstat, for the treatment of Amyotrophic Lateral Sclerosis ("ALS").In September 2022, the Company announced negative topline results from the Phase 3 clinical trial of verdiperstat for ALS. ALS is a progressive, life-threatening, and rare neuromuscular disease for which there are currently limited treatment options and no cure. The Company is solely responsible, and has agreed to use commercially reasonable efforts, for all development, regulatory and commercial activities related to verdiperstat. The Company may sublicense its rights under the agreement and, if it does so, will be obligated to pay a portion of any milestone payments received from the sublicense to AstraZeneca in addition to any milestone payments it would otherwise be obligated to pay.

The 2018 AstraZeneca Agreement terminates on a country-by-country basis and product-by-product basis upon the expiration of the royalty term for such product in such country and can also be terminated if certain events occur, e.g., material breach or insolvency.

For the three months ended March 31, 2023 and 2022, the Company did not record any material expense or make any milestone or royalty payments under the 2018 AstraZeneca Agreement.

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(Amounts in thousands, except share and per share amounts)

(Unaudited)

10. License Agreements (Continued)

Fox Chase Chemical Diversity Center Inc. Agreement

In May 2019, the Company entered into an agreement with FCCDC (the "FCCDC Agreement") pursuant to which the Company purchased certain intellectual property relating to the TDP-43 protein from FCCDC. The FCCDC Agreement provides the Company with a plan and goal to identify one or more new chemical entity candidates for preclinical development for eventual clinical evaluation for the treatment of one or more TDP-43 proteinopathies. As consideration, the Company issued 100,000 of the Former Parent's common shares to FCCDC valued at $5,646.

In addition, the Company is obligated to pay FCCDC milestone payments totaling up to $3,000 with $1,000 for each additional NDA filing. The Company also issued a warrant to FCCDC, granting FCCDC the option to purchase up to 100,000 of the Former Parent's common shares, at a strike price of $56.46 per share, subject to vesting upon achievement of certain milestones in development of TDP-43. In connection with the Separation, the warrants issued to FCCDC were vested and settled, resulting in $4,245 being recorded as research and development expense in the fourth quarter of 2022.

In connection with the FCCDC Agreement, the Company and FCCDC have established a TDP-43 Research Plan, which was amended in November 2020, under which the Company will pay FCCDC an earned royalty equal to 0% to 10% of net sales of any TD-43 patent products with a valid claim as defined in the FCCDC Agreement. The Company may also license the rights developed under the FCCDC Agreement and, if it does so, will be obligated to pay a portion of any payments received from such licensee to FCCDC in addition to any milestones it would otherwise be obligated to pay. The Company is also responsible for the prosecution and maintenance of the patents related to the TDP-43 assets.

The FCCDC Agreement terminates on a country-by-country basis and product-by-product basis upon expiration of the royalty term for such product in such country and can also be terminated if certain events occur, e.g., material breach or insolvency.

The Company did not record any material research and development expense or make any milestone payments related to the FCCDC Agreement in the condensed consolidated statements of operations and comprehensive loss during the three months ended March 31, 2023 and 2022.

UConn

In October 2018, the Company announced it had signed an exclusive, worldwide option and license agreement (the “UConn Agreement”) with the University of Connecticut (“UConn”) for the development and commercialization rights to UC1MT, a therapeutic antibody targeting extracellular metallothionein. Under the UConn Agreement, the Company had the option to acquire an exclusive, worldwide license to UC1MT and its underlying patents to develop and commercialize throughout the world in all human indications (the "UConn Option"). In September 2022, the Company exercised the UConn Option in exchange for a payment of $400. Under the UConn Agreement, UConn is entitled to milestone payments upon the achievement of specified developmental and regulatory milestones of up to $30,100 and commercial milestones of up to $50,000, and royalties of a low single-digit percentage of net sales of licensed products.

For the three months ended March 31, 2023 and 2022, the Company did not record any research and development expense or make any milestone payments related to the UConn Agreement.

Artizan Agreement

In December 2020, the Company entered into an Option and License Agreement (the "2020 Artizan Agreement") with Artizan Biosciences Inc. ("Artizan"). Pursuant to the 2020 Artizan Agreement, the Company acquired an option (“Biohaven Option”) to obtain a royalty-based license from Artizan to manufacture, use and commercialize certain products in the United States for the treatment of diseases, including, for example, inflammatory bowel disease and other gastrointestinal inflammatory disorders, e.g., Crohn’s disease. The Biohaven Option is exercisable throughout the development phase of the products at an exercise price of approximately $4,000 to $8,000, which varies based on the market potential of the products.

In December 2020, simultaneously with the 2020 Artizan Agreement, the Company entered into a Series A-2 Preferred Stock Purchase Agreement with Artizan. Under the agreement, the Company paid Artizan 61,494 of the Former Parent’s common shares valued at $6,000, which were issued in January 2021. In exchange, the Company acquired 34,472,031 shares of series A-2 preferred stock of Artizan.

In June 2021, the Company entered into a Development and License Agreement with Artizan Biosciences Inc (the "2021 Artizan Agreement"). Pursuant to the 2021 Artizan Agreement, the Company

10. License Agreements (Continued)

acquired an exclusive, worldwide license under Artizan's IgA-SEQ patented technology and know-how to develop, manufacture and commercialize certain of Artizan's compounds for use in Parkinson's Disease. Under the 2021 Artizan Agreement, the Company is responsible for funding the development of the compounds, obtaining regulatory approvals, manufacturing the compounds and commercializing the compounds. the Company is also responsible for the prosecution, maintenance and enforcement of Artizan's patents. The Company will pay Artizan development milestones of $20,000 for the first licensed compound to achieve U.S. marketing authorization and $10,000 for each subsequent U.S. approval. In addition, the Company will pay Artizan commercialization milestones totaling up to $150,000 and royalties in the low- to mid-single digits. The 2021 Artizan Agreement terminates on a country-by-country basis on the later of 10 years from the first commercial sale of licensed product in such country or the expiration of Artizan's patents in such country and can also be terminated if certain events occur, e.g., material breach or insolvency.

In June 2022, the Company entered into an amendment (the "Amendment") to the Series A-2 Preferred Stock Purchase Agreement with Artizan. Under the Amendment, the Company made a cash payment of $4,000 in exchange for 22,975,301 shares of series A-2 preferred stock of Artizan out of a total of 45,950,601 shares of series A-2 preferred stock of Artizan for a total raise of $8,000 (the "A2 Extension Raise"). Along with the Amendment, the Company and Artizan executed a non-binding indication of interest ("Artizan Side Letter"), which describes terms under which the Company and Artizan would amend the 2020 Artizan Agreement to eliminate certain milestone payments required by us in exchange for limiting our option to the selection of the first licensed product. The Artizan Side Letter required Artizan to commit at least 80% of the funds raised in the A-2 Extension Raise to a certain program and to raise $35,000 of additional capital within a certain time.

As of December 31, 2022, due to concerns related to Artizan's inability to fund its future operations, the Company determined its investment in Artizan to be fully impaired. Accordingly, during the fourth quarter of 2022 the Company recognized an impairment loss of $10,000 in other income (expense) on the consolidated statements of operations.

For the three months ended March 31, 2023 and 2022, the Company did not record any research and development expense or make any milestone payments related to the 2020 Artizan Agreement and the 2021 Artizan Agreement.

Moda Agreement

On January 1, 2021, the Company entered into a consulting services agreement (the "Moda Agreement") with Moda Pharmaceuticals LLC ("Moda") to further the scientific advancement of technology, drug discovery platforms (including the technology licensed under the Yale MoDE Agreement), product candidates and related intellectual property owned or controlled by the Company.

Under the Moda Agreement, the Company paid Moda an upfront cash payment of $2,700 and 37,836 shares of the Former Parent valued at approximately $3,243. In addition, Moda will be eligible to receive additional development milestone payments of up to $81,612 and commercial milestone payments of up to $30,171. The Moda Agreement has a term of four years and may be terminated earlier by the Company or Moda under certain circumstances including, for example, the Company's discontinuation of research on the MoDE platform or default.

For the three months ended March 31, 2023 and 2022, the Company did not record any material research and development expense or make any milestone payments related to the Moda Agreement.

Reliant Agreement

In July 2021, the Company entered into a development and licensing agreement (the "Reliant Agreement") with Reliant Glycosciences LLC ("Reliant"), pursuant to which the Company and Reliant have agreed to collaborate on a program with Biohaven Labs' multifunctional molecules to develop and commercialize conjugated antibodies for therapeutic uses relating to IgA nephropathy and treatment of other diseases and conditions. Under the Reliant Agreement, the Company paid Reliant an upfront payment in the form of issuance of common shares of the Former Parent valued at approximately $3,686, which the Company recorded as research and development expense on its condensed consolidated statement of operations and comprehensive loss. In addition, Reliant will be eligible to receive development and regulatory milestone payments of up to $36,500, and royalties of a low single-digit percentage of net sales of licensed products.

For the three months ended March 31, 2023 and 2022, the Company did not record any material research and development expense related to the Reliant Agreement.

10. License Agreements (Continued)

KU Leuven Agreement

In January 2022, the Company and Katholieke Universiteit Leuven ("KU Leuven") entered into an Exclusive License and Research Collaboration Agreement (the "KU Leuven Agreement") to develop and commercialize TRPM3 antagonists to address the growing proportion of people worldwide living with chronic pain disorders. The TRPM3 antagonist platform was discovered at the Centre for Drug Design and Discovery and the Laboratory of Ion Channel Research at KU Leuven. Under the KU Leuven Agreement, the Company receives exclusive global rights to develop, manufacture and commercialize KU Leuven's portfolio of small-molecule TRPM3 antagonists. The portfolio includes the lead candidate, henceforth known as BHV-2100, which is being evaluated in preclinical pain models and will be the first to advance towards Phase 1 studies. The Company will support further basic and translational research at KU Leuven on the role of TRPM3 in pain and other disorders. As consideration, KU Leuven received an upfront cash payment of $3,000 and 15,340 shares of the Former Parent valued at $1,779, and is eligible to receive additional development, regulatory, and commercialization milestones payments of up to $327,750. In addition, KU Leuven will be eligible to receive mid-single digit royalties on net sales of products resulting from the collaboration.

Excluding the upfront payments discussed above, for the three months ended March 31, 2023 and 2022, the Company did not record any material research and development expense related to the KU Leuven Agreement.

Taldefgrobep Alfa License Agreement

In February 2022, following the transfer of intellectual property, the Company announced that it entered into a worldwide license agreement with BMS for the development and commercialization rights to taldefgrobep alfa (also known as BMS-986089), a novel, Phase 3-ready anti-myostatin adnectin (the "Taldefgrobep Alfa License Agreement"). Under the terms of the Taldefgrobep Alfa License Agreement, the Company will receive worldwide rights to taldefgrobep alfa and BMS will be eligible for regulatory approval milestone payments of up to $200,000, as well as tiered, sales-based royalty percentages from the high teens to the low twenties. There were no upfront or contingent payments to BMS related to the Taldefgrobep Alfa License Agreement.

For the three months ended March 31, 2023 and 2022, the Company did not record any material expense or make any milestone or royalty payments under the Taldefgrobep Alfa License Agreement.

Agreement with Hangzhou Highlightll Pharmaceutical Co. Ltd.

In March 2023, the Company and Hangzhou Highlightll Pharmaceutical Co. Ltd. ("Highlightll") entered into an exclusive, worldwide (excluding People's Republic of China and its territories and possessions) license agreement (the "Highlightll Agreement") pursuant to which Biohaven obtained the right to research, develop, manufacture and commercialize Highlightll's brain penetrant dual TYK2/JAK1 inhibitor program. As partial consideration for the Highlightll Agreement, the Company is obligated to pay Highlightll a cash payment of $10,000 and 721,136 common shares valued at approximately $10,000 as of the date the Highlightll Agreement was executed, upon the completion of certain post-closing activities, which were not completed as of March 31, 2023.

Under the Highlightll Agreement, the Company is obligated to make milestone payments to Highlightll totaling up to $200,000 upon the achievement of specified developmental, regulatory and commercial milestones for a first indication, up to $100,000 upon the achievement of pre-specified developmental, regulatory and commercial milestones for a second indication, and up to $650,000 upon the achievement of specified sales-based milestones. Additionally, the Company has agreed to make tiered royalty payments as a percentage of net sales starting at mid single digits and peaking at low teens digits. During the royalty term, if the Company offers to include China clinical sites in its Phase 3 study sufficient for submission to Chinese National Medical Products Administration and Highlightll, at its sole discretion, agrees, then Highlightll will pay royalties in the low tens digits to the Company on China sales upon approval.

The Highlightll Agreement terminates on a country-by-country basis upon expiration of the royalty term and can also be terminated if certain events occur, e.g., material breach or insolvency.

For the three months ended March 31, 2023 and 2022, the Company did not record any material research and development expense or make any milestone payments related to the Highlightll Agreement.

11. Commitments and Contingencies

Lease Agreements

The Company leases certain office and laboratory space. There have been no material changes to the

(Amounts in thousands, except share and per share amounts)

11. Commitments and Contingencies (Continued)

lease obligations from those disclosed in Note 12, "Commitments and Contingencies" to the consolidated financial statements included in the Company's 2022 Annual Report on Form 10-K.

Research Commitments

The Company has agreements with several contract manufacturing organizations ("CMOs") and contract research organizations ("CROs") to provide products and services in connection with the Company's preclinical studies and clinical trials. As of March 31, 2023, the Company had remaining maximum research commitments in excess of one year of approximately $16,325, which are variable based on the number of trial participants, and contingent upon the achievement of certain milestones of the clinical trials covered under the agreements. If all related milestones are achieved, the Company expects these amounts to be paid over the next five years.

Indemnification Agreements

In the ordinary course of business, the Company may provide indemnification of varying scope and terms to vendors, lessors, business partners and other parties with respect to certain matters including, but not limited to, losses arising out of breach of such agreements or from intellectual property infringement claims made by third parties. In addition, the Company has entered into indemnification agreements with members of its board of directors and executive officers that will require the Company, among other things, to indemnify them against certain liabilities that may arise by reason of their status or service. The maximum potential amount of future payments the Company could be required to make under these indemnification agreements is, in many cases, unlimited. The Company's amended and restated memorandum and articles of association also provide for indemnification of directors and officers in specific circumstances. To date, the Company has not incurred any material costs as a result of such indemnification provisions. The Company does not believe that the outcome of any claims under indemnification arrangements will have a material effect on its financial position, results of operations or cash flows, and it has not accrued any liabilities related to such obligations in its condensed consolidated financial statements as of March 31, 2023 or December 31, 2022.

License Agreements

The Company entered into license agreements with various parties under which it is obligated to make contingent and non-contingent payments (see Note 10).

Legal Proceedings

From time to time, in the ordinary course of business, the Company is subject to litigation and regulatory examinations as well as information gathering requests, inquiries and investigations. As of March 31, 2023, there were no matters which would have a material impact on the Company's financial results.

12. Income Taxes

The following table provides a comparative summary of the Company's income tax provision and effective income tax rate for the three months ended March 31, 2023 and 2022:

	Three Months Ended March 31,	
	2023	2022
Income tax provision	$ 939	$ 7,255
Effective income tax rate	1.4 %	8.1 %

The decrease in income tax expense for the three months ended March 31, 2023 as compared to 2022 was primarily attributable to amortization of capitalized R&D expenses effective January 1, 2022 under the Tax Cuts and Jobs Act, utilization of R&D tax credits and an increase of the Company's foreign derived intangible income deduction.

13. Related Party Transactions

Relationship with the Former Parent

Upon the effectiveness of the Separation on October 3, 2022, the Former Parent ceased to be a related party to the Company.

On October 3, 2022, the Company entered into agreements with the Former Parent in connection with the Separation, including the following:

Transition Services Agreement. The Company entered into a Transition Services Agreement with the Former Parent (the "Transition Services Agreement") under which the Company or one of its affiliates will provide the Former Parent, and the Former Parent or one of its affiliates will provide the Company, with certain transition services for a limited time to ensure an orderly transition following the Spin-Off. The services that the Company and the Former Parent agreed to provide to each other under the Transition Services Agreement include certain finance, information technology, clinical study support, human resources and compensation, facilities, financial reporting and

13. Related Party Transactions (continued)

accounting and other services. The Company will pay the Former Parent, and the Former Parent will pay the Company, for any such services received by the Former Parent or the Company, as applicable, at agreed amounts as set forth in the Transition Services Agreement.

Amounts received in connection with the Transition Services Agreement are recorded as other income on the condensed consolidated statement of operations and comprehensive loss, as they are outside of the normal operating business of the Company. For the three months ended March 31, 2023, the Company recorded $3,885 in other income reflecting transition services provided to the Former Parent. As of March 31, 2023, the Company had a receivable of $3,906 included in other current assets on the condensed consolidated balance sheet as of March 31, 2023 relating to transition services provided to the Former Parent.

United States Distribution Services Agreement. The Company entered into a United States Distribution Services Agreement with the Former Parent, pursuant to which the Company shall continue to serve as the Former Parent's distributor and agent for the distribution of the pharmaceutical product Nurtec ODT in the United States for a limited period of time following the Spin-Off. Under the Distribution Services Agreement, the Former Parent and Pfizer Inc. have agreed to indemnify the Company for, among other things, losses resulting from the conduct of the distribution business or actions taken at the direction of the Former Parent.

As the Company is acting as an agent of the Former Parent for services performed under the Distribution Services Agreement, no amounts for revenues or expenses relating to the services performed thereunder are included on the Company's condensed consolidated financial statements. As of March 31, 2023, the Company recorded restricted cash held on behalf of Former Parent of $61,548 and Due to Former Parent of $61,548 on the condensed consolidated balance sheet primarily relating to cash held in connection with the execution of the Distribution Services Agreement which is legally payable to the Former Parent.

Outsourcing & Employee Transfer Agreements. The Company entered into Outsourcing & Employee Transfer Agreements, one with Pfizer Inc., Merger Sub, the Former Parent and Biohaven Pharmaceuticals, Inc. ("U.S. Employer"), and the other with Pfizer, Merger Sub, the Former Parent, and BioShin (Shanghai) Consulting Services Co., Ltd. ("Chinese Employer"), pursuant to which the Chinese Employer and the U.S. Employer will, among other things, provide Pfizer with the services of, and remain the employers of, certain of their employees for the period of time immediately following the Spin-Off through December 31, 2022. During such period, Pfizer or one of its affiliates paid the U.S. Employer for employee-related expenses for its employees (including the cost of salary and wages) and will pay the Chinese Employer a service fee based on employee-related expenses for its employees (including the cost of salary and wages).

Amounts received in connection with the Outsourcing & Employee Transfer Agreements are recorded against their related operating expenses as they represent reimbursements for operating expenses incurred by the Company on behalf of the Former Parent.

Relationship with the Former Parent prior to the Separation

Pursuant to the Distribution Agreement, immediately prior to the Separation the Former Parent made a cash contribution to the Company which resulted in a cash balance of approximately $257,799 as of October 3, 2022.

Prior to the Separation, the Company did not historically operate as a standalone business and the condensed consolidated financial statements were derived from the consolidated financial statements and accounting records of the Former Parent. The following disclosure summarizes activity between the Company and the Former Parent prior to the Separation, including the affiliates of the Former Parent that were not part of the Spin-Off.

Cost Allocations

The condensed consolidated financial statements for periods prior to the Separation reflect allocations of certain expenses from the financial statements of the Former Parent, including research and development expenses and general and administrative expenses. These allocations include, but are not limited to, executive management, employee compensation and benefits, facilities and operations, information technology, business development, financial services (such as accounting, audit, and tax), legal, insurance, and non-cash share-based compensation.

For periods prior to the Separation, these allocations to the Company are reflected in the condensed consolidated statement of operations and

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

13. Related Party Transactions (continued)

comprehensive loss as follows:

	Three Months Ended March 31, 2022
Research and development	$ 35,392
General and administrative	17,790
Total	$ 53,182

Management believes these cost allocations are a reasonable reflection of services provided to, or the benefit derived by, the Company during the period presented. The allocations may not, however, be indicative of the actual expenses that would have been incurred had the Company operated as a standalone public company. Actual costs that may have been incurred if the Company had been a standalone public company would depend on a number of factors, including the chosen organizational structure, what corporate functions the Company might have performed directly or outsourced and strategic decisions the Company might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions.

Non-Cash Share-Based Compensation

Prior to the Separation, Biohaven employees participated in the Former Parent's non-cash share-based compensation plans, the costs of which have been allocated to the Company and recorded in research and development and general and administrative expenses in the condensed consolidated statements of operations and comprehensive loss.

Net Transfers From Former Parent

Net transfers from Former Parent represent the net effect of transactions between the Company and the Former Parent prior to the Separation. The components of net transfers from Former Parent are as follows:

	Three Months Ended March 31, 2022
General financing activities	$ 9,971
Corporate cost allocations, excluding share-based compensation	13,062
Net transfers from Former Parent as reflected in the Condensed Consolidated Statement of Cash Flows	23,033
Share-based compensation	40,120
Issuance of Former Parent common shares to repurchase non-controlling interest in a subsidiary	60,000
Issuance of Former Parent common shares as payment for license and consulting agreements	1,779
Other non-cash adjustments[1]	(16,492)
Net transfers from Former Parent as reflected in Note 7, "Shareholders' Equity"	$ 108,440

(1) Other non-cash adjustments primarily includes additional income taxes payable attributed to the Company from the Former Parent due to the change in tax treatment of R&D expense effective January 1, 2022 under the Tax Cuts and Jobs Act.

Related Party Agreements

License Agreement with Yale

On September 30, 2013, the Company entered into the Yale Agreement with Yale (see Note 10). The Company's Chief Executive Officer is one of the inventors of the patents that the Company has licensed from Yale and, as such, is entitled to a specified share of the glutamate product-related royalty revenues that may be received by Yale under the Yale Agreement.

In January 2021, the Company entered into the Yale MoDE Agreement with Yale (see Note 10 for detail). Under the license agreement, the Company acquired exclusive, worldwide rights to Yale's intellectual property directed to its MoDE platform. As part of consideration for this license, the Company paid Yale University an upfront cash payment of $1,000 and 11,668 common shares of the Former Parent valued at approximately $1,000. Under the Yale MoDE Agreement, the Company entered into the Yale MoDE SRA (see Note 10 for detail), which included funding of up to $4,000 over the life of the agreement.

For the three months ended March 31, 2023 and 2022, the Company recorded $851 and $1,875, respectively, in research and development expense related to the Yale MoDE Agreement and Yale Agreement (the "Yale Agreements"). As of March 31,

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NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

(Amounts in thousands, except share and per share amounts)

(Unaudited)

13. Related Party Transactions (continued)

2023, the Company did not owe any amounts to Yale, which is related to the Yale MoDE SRA.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with our condensed consolidated financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and our Annual Report on Form 10-K for the year ended December 31, 2022 (the "2022 Form 10-K") filed with the Securities and Exchange Commission ("SEC"). Some of the statements contained in this discussion and analysis or set forth elsewhere in this Quarterly Report on Form 10-Q, including information with respect to our plans and strategy for our business, constitute forward looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). We have based these forward-looking statements on our current expectations and projections about future events. The following information and any forward-looking statements should be considered in light of factors discussed elsewhere in this Quarterly Report on Form 10-Q and our other filings with the SEC.

Our actual results and timing of certain events may differ materially from the results discussed, projected, anticipated, or indicated in any forward-looking statements. We caution you that forward-looking statements are not guarantees of future performance and that our actual results of operations, financial condition and liquidity, and the development of the industry in which we operate, among other things, may differ materially from the forward-looking statements contained in this Quarterly Report on Form 10-Q. Statements made herein are as of the date of the filing of this Form 10-Q with the SEC and should not be relied upon as of any subsequent date. Even if our results of operations, financial condition and liquidity, and the development of the industry in which we operate are consistent with the forward-looking statements contained in this Quarterly Report on Form 10-Q, they may not be predictive of results or developments in future periods. We disclaim any obligation, except as specifically required by law and the rules of the SEC, to publicly update or revise any such statements to reflect any change in our expectations or in events, conditions or circumstances on which any such statements may be based, or that may affect the likelihood that actual results will differ from those set forth in the forward-looking statements.

We caution readers not to place undue reliance on any forward-looking statements made by us, which speak only as of the date they are made.

Overview

We are a global clinical-stage biopharmaceutical company focused on the discovery, development and commercialization of life-changing therapies for people with debilitating neurological and neuropsychiatric diseases, including rare disorders. Our experienced management team brings with it a track record of delivering new drug approvals for products for diseases such as migraine, depression, bipolar disorder and schizophrenia. We are advancing a pipeline of therapies for diseases with little or no treatment options, leveraging our proven drug development capabilities and proprietary platforms, including Kv7 ion channel modulation for epilepsy and neuronal hyperexcitability, glutamate modulation for Obsessive-Compulsive Disorder ("OCD") and Spinocerebellar Ataxia ("SCA"), myostatin inhibition for neuromuscular diseases, and brain-penetrant Tyrosine Kinase 2/Janus Kinase 1 ("TYK2/JAK1") inhibition for immune-mediated brain disorders. Our portfolio of early- and late-stage product candidates also includes discovery research programs focused on TRPM3 channel activation for neuropathic pain, CD-38 antibody recruiting, bispecific molecules for multiple myeloma, antibody drug conjugates ("ADCs"), and extracellular target degrader platform technology ("MoDE") with potential application in neurological disorders, cancer, and autoimmune diseases.

We are advancing our broad and diverse pipeline, across early and late stage development, including three Phase 3 clinical programs. We have built a highly experienced team of senior leaders and neuroscience drug developers who combine a nimble, results-driven biotech mindset with capabilities in drug discovery and development. In addition, we have several preclinical assets in our early discovery program, targeting indications in neuroscience and immunology.

Separation from Biohaven Pharmaceutical Holding Company Ltd.

On May 9, 2022, the Board of Directors of Biohaven Pharmaceutical Holding Company Ltd. (the "Former Parent") approved and directed Former Parent's management to effect the spin-off of the Kv7 ion channel activators, glutamate modulation and myostatin inhibition platforms, preclinical product candidates, and certain corporate infrastructure then owned by Former Parent (collectively, the "Biohaven Business").

On October 3, 2022, the Former Parent completed the distribution (the "Distribution") to holders of its common shares of all of the outstanding common shares of Biohaven Ltd. (the "Company" or "Biohaven") and the spin-off of Biohaven Ltd. from the Former Parent (the "Spin-Off") described in Biohaven's Information Statement attached as Exhibit 99.1 to Biohaven's Registration Statement on Form 10, as amended (Reg. No. 001-41477), which was declared effective by the SEC on September 22, 2022. Each holder of Former Parent common shares received one common share of Biohaven for every two of the Former Parent common shares held of record as of the close of business on September 26, 2022. To implement the Spin-Off, the Former Parent transferred certain license agreements, intellectual property and the Former Parent's corporate infrastructure, including certain non-commercial employee agreements, share-based awards and other corporate agreements to Biohaven. Collectively, we refer to the Distribution and Spin-Off

throughout this Quarterly Report on Form 10-Q as the "Separation."

In the Distribution, an aggregate of 35,840,459 common shares of the Company were issued. The aggregate number of common shares issued in connection with the Distribution did not include 2,611,392 common shares issued in connection with Former Parent stock options that were exercised on October 3, 2022 and 924,093 common shares issued in connection with Former Parent restricted stock units that vested on October 3, 2022.

Biohaven is a British Virgin Islands ("BVI") corporation and was a wholly owned subsidiary of the Former Parent prior to the Separation.

Prior to the Separation, the historical combined financial statements of the Company had been prepared on a stand-alone basis and were derived from the consolidated financial statements and accounting records of the Former Parent and are presented in conformity with U.S. GAAP.

The financial position, results of operations and cash flows of the Company historically operated as part of the Former Parent's financial position, results of operations and cash flows up until the Distribution. These historical combined financial statements may not be indicative of the future performance of the Company and do not necessarily reflect what our combined results of operations, financial condition and cash flows would have been had we operated as a separate, publicly traded company during the periods presented.

Where we describe historical business activities in this Quarterly Report on Form 10-Q, we do so as if these transfers had already occurred and the Former Parent's activities related to such assets and liabilities had been performed by Biohaven.

Refer to Note 1, "Nature of the Business and Basis of Presentation," of the Notes to the Condensed Consolidated Financial Statements appearing elsewhere in this Quarterly Report on Form 10-Q for further discussion of the underlying basis used to prepare the condensed consolidated financial statements.

Transition from the Former Parent and Costs to Operate as an Independent Company

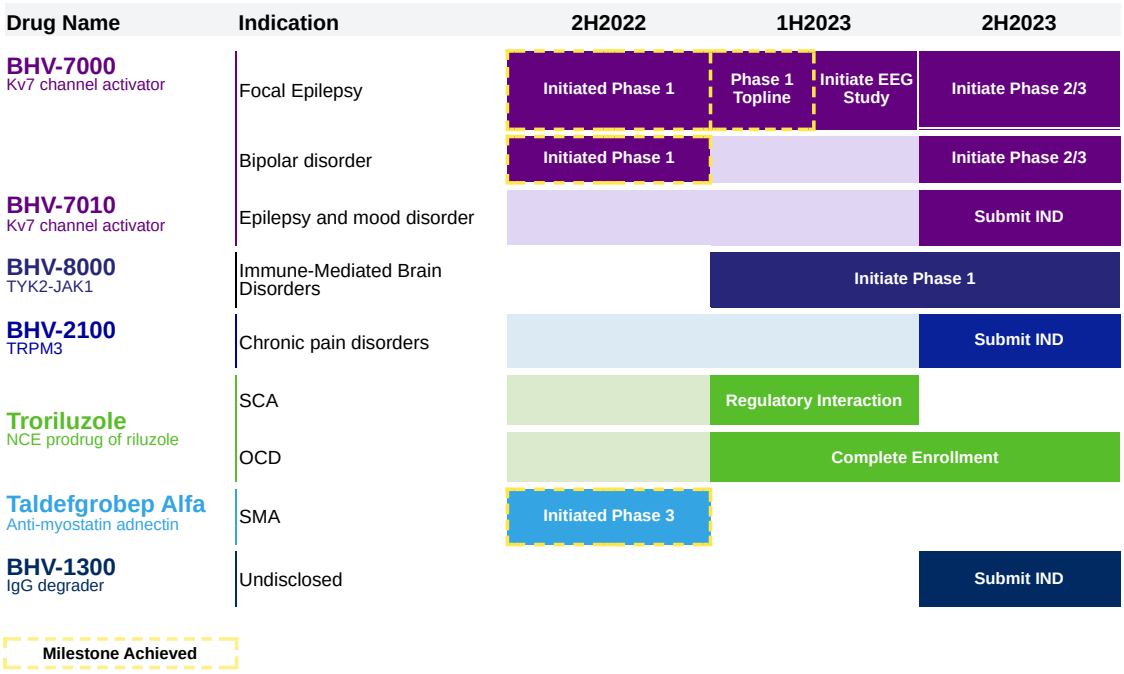
The condensed consolidated financial statements for periods prior to the Separation reflect the operating results and financial position of the Company as it was operated by the Former Parent prior to the Separation, rather than as an independent company. We have incurred and will continue to incur ongoing operating expenses to operate as an independent company. These costs will include the cost of various corporate headquarters functions, information technology-related costs and costs to operate stand-alone accounting, legal and other administrative functions. We will also incur non-recurring expenses and non-recurring capital expenditures. As an independent company, our information technology operating costs may be higher than the costs allocated in the historical combined financial statements. It is not practicable to estimate the costs that would have been incurred in each of the periods presented in the historical combined financial statements for the functions described above. Actual costs that would have been incurred if we operated as a stand-alone company during these periods would have depended on various factors, including the chosen organizational structure, what corporate functions the Company might have performed directly or outsourced and strategic decisions the Company might have made in areas such as executive management, legal and other professional services, and certain corporate overhead functions. During the transition from the Former Parent, we may incur non-recurring expenses to expand our infrastructure.

Transactions with Related Parties

We have entered into a Distribution Agreement and various agreements relating to transition services, licenses and certain other matters with the Former Parent. These agreements govern our relationship with the Former Parent and include the allocation of employee benefits, taxes and certain other liabilities and obligations attributable to periods prior to, at and after the Separation. For additional information regarding these agreements, see Note 13, "Related Party Transactions," of the Notes to the Condensed Consolidated Financial Statements appearing elsewhere in this Quarterly Report on Form 10-Q.

Clinical-Stage Milestones

Our clinical-stage milestones include the following:



Kv7

BHV-7000

In April 2022, we closed the acquisition from Knopp Biosciences LLC (“Knopp”) of Channel Biosciences, LLC, a wholly owned subsidiary of Knopp owning the assets of Knopp’s Kv7 channel targeting platform, pursuant to a Membership Interest Purchase Agreement, dated February 24, 2022. The acquisition of the Kv7 channel targeting platform adds the latest advances in ion-channel modulation to our growing neuroscience portfolio. BHV-7000 (formerly known as KB-3061), the lead asset from the Kv7 platform is an activator of Kv7.2/Kv7.3, a key ion channel involved in neuronal signaling and in regulating the hyperexcitable state in epilepsy. In June 2022, our Clinical Trial Application for BHV-7000 was approved by Health Canada, and in July we began clinical development. Dosing has been completed in our Phase 1 SAD/MAD study with BHV-7000. In January 2023, the Company reported preliminary safety tolerability and pharmacokinetic ("PK") data from the Phase 1 SAD/MAD study with BHV-7000. In the study, single doses up to 100 mg and multiple doses up to 40 mg daily for 15 days were safe and well-tolerated, with low rates of adverse events. Most adverse events were mild and resolved spontaneously. No serious or severe adverse events and/or dose limiting toxicities were reported. Importantly, CNS adverse events typically associated with other anti-seizure medications were not reported with BHV-7000; in unblinded data from the MAD cohorts, mild headache was the most common adverse event reported across all dose groups. Drug-related adverse events of somnolence, dizziness, fatigue, and ataxia were not observed. With respect to preliminary PK results, the Company exceeded target concentrations for efficacy based on the preclinical maximal electroshock ("MES") model, which is clinically validated and predictive of target concentration ranges in humans.

Epilepsy

Epilepsy is the initial disease w›e are targeting with activators from our Kv7 platform. Epilepsy affects approximately 3.5 million Americans, or more than 1.2% of adults and 0.6% of children in the U.S., and more than 50 million patients worldwide, according to the World Health Organization (“WHO”). It is the fourth most common neurological disorder, and many patients struggle to achieve freedom from seizures, with more than one third of patients requiring two or more medications to manage their epilepsy. While the use of anti-seizure medications is often accompanied by dose-limiting side effects, our clinical candidate BHV-7000 is specifically designed to target subtypes of Kv7 potassium channels without engagement of $GABA_A$ receptors. The lack of $GABA_A$-R activity potentially gives BHV-7000 a wide therapeutic window which we expect to result in an improved side effect profile, limiting the somnolence and fatigue often seen in patients receiving anti-seizure medications. By adding BHV-7000 to our pipeline, we aim to bring this potassium channel modulator as a potential solution to patients with epilepsy who remain uncontrolled on their current

regimens. We expect to initiate at least one pivotal trial in patients with epilepsy in the second half of 2023.

KCNQ2 Developmental Epileptic Encephalopathy

We are currently exploring BHV-7000 as a potential treatment for KCNQ2 developmental epileptic encephalopathy ("KCNQ2-DEE"), a rare pediatric epileptic encephalopathy first described in 2012 resulting from dominant-negative mutations in the KCNQ2 gene. BHV-7000 has been granted Rare Pediatric Disease Designation by the United States Food and Drug Administration (“FDA”) for the treatment of KCNQ2-DEE.

Mood Disorders

Approximately 1 in 5 adults in the US are living with neuropsychiatric illnesses that are, in turn, associated with inadequate treatment, poor quality of life, disability, and considerable direct and indirect costs. There is significant unmet need for novel and effective therapeutic options that are not limited by long latency periods to clinical effects, low response rates, and significant risks and side effects. Increasing evidence from animal models and clinical trials now suggests that Kv7.2/7.3 targeting drugs offer the potential to treat a spectrum of these neuropsychiatric diseases including, but not limited to, mood disorders, such as major depressive disorder, bipolar disorder and anxiety. We plan to advance BHV-7000 as a potential treatment for patients with bipolar disorder and intend to start a clinical trial targeting this indication by the end of 2023.

Neuropathic Pain

Neuropathic pain, as defined by the International Association for the Study of Pain, is pain caused by a lesion or disease of the somatosensory nervous system and includes a collection of heterogeneous conditions that are often chronic and debilitating and for which long term therapy is difficult. In the United States, over 30 million adults are estimated to be living with neuropathic pain.

Previous studies have demonstrated the efficacy of Kv7 targeting drugs in clinical trials for pain indications and in animal models. Selective Kv7 potassium channel activators represent a promising new approach in the development of non-opioid therapeutic options for neuropathic pain. In addition to leveraging reduced abuse and addiction risk potential of potassium channel activators, our Kv7 potassium channel platform addresses the complexities of channel subtype physiology through targeted pharmacology to overcome the limitations inherent in unbiased Kv7 activators and is intended to deliver a well-tolerated, highly effective, non-opioid treatment for neuropathic pain.

We are currently evaluating the activity of BHV-7000 and other compounds from our proprietary series of selective Kv7.2/7.3 activators in multiple preclinical models of neuropathic pain.

BHV-7010

BHV-7010 is being developed as a next generation Kv7.2/7.3 activator with improved selectivity over Kv7.4 and differentiated ADME properties that provide flexibility for the treatment of different neurological diseases. The IND is expected to be submitted in the second half of 2023.

TYK2/JAK1

Agreement with Hangzhou Highlightll Pharmaceutical Co. Ltd.

In March 2023, we entered into an exclusive, worldwide (excluding People’s Republic of China and its territories and possessions) license agreement with Hangzhou Highlightll Pharmaceutical Co. Ltd. ("Highlightll"), pursuant to which we obtained the right to research, develop, manufacture and commercialize Highlightll’s brain penetrant dual TYK2/JAK1 inhibitor program (the "Highlightll Agreement"). As partial consideration for the Highlightll Agreement, we are obligated to pay Highlightll a cash payment of $10.0 million and 721,136 common shares valued at approximately $10.0 million as of the agreement execution, upon the completion of certain post-closing activities, which were not completed as of March 31, 2023. See Note 10, "License Agreements," for further detail on the Highlightll Agreement.

BHV-8000

Dysregulation of the immune system has been implicated in several neurodegenerative and neuroinflammatory disorders including Parkinson's Disease, Multiple Sclerosis, Alzheimer's Disease, Amyotrophic Lateral Sclerosis and Autoimmune Encephalitis. Over-active immune cells and microglia driving chronic neuroinflammation results in release of cytokines with activation of leukocytes and is thought to contribute to neuronal injury, death, gliosis, and demyelination. The TYK2 and JAK1 signal transduction pathways mediate highly complementary immune and inflammatory signaling events. Targeted, small-molecule therapies that inhibit TYK2 or JAK kinases have separately demonstrated robust efficacy in autoimmune, dermatologic and gastrointestinal disorders. TYK2 is a validated immune target as evidenced by a recent peripheral program that gained FDA approval, and there are multiple additional peripheral non-CNS programs in clinical development. Brain penetrant inhibitors of TYK2/JAK1 have the potential to bring this validated immune target to brain disorders.

There are currently no brain penetrant, selective, dual TYK2/JAK1 inhibitors approved for brain disorders. We expect to advance BHV-8000 (previously TLL-041), into a Phase 1 study in 2023. We acquired the worldwide rights to BHV-8000 (excluding People’s Republic of China and its territories and possessions) under an exclusive license agreement with Highlightll. The Company is evaluating and has not yet finalized potential

clinical trial designs, including size and primary and secondary endpoints.

Glutamate

The most advanced product candidate from our glutamate receptor antagonist platform is troriluzole (previously referred to as trigriluzole and BHV-4157), which is in multiple Phase 3 trials. Other product candidates include BHV-5500, which is an antagonist of the glutamate N-methyl-D-aspartate ("NMDA") receptor.

Troriluzole

Spinocerebellar Ataxia

In May 2022, the Company announced top-line results from the Phase 3 clinical trial evaluating the efficacy and safety of its investigational therapy, troriluzole, in patients with SCA. The primary endpoint, change from baseline to Week 48 on the modified functional Scale for the Assessment and Rating of Ataxia (f-SARA), did not reach statistical significance in the overall SCA population as there was less than expected disease progression over the course of the study. In the overall study population (N=213), the troriluzole and placebo groups each had mean baseline scores of 4.9 on the f-SARA and the two groups showed minimal change at the 48-week endpoint with f-SARA scores of 5.1 and 5.2, respectively (p=0.76).

Post hoc analysis of efficacy measures by genotype suggests a treatment effect in patients with the SCA Type 3 ("SCA3") genotype, which represents the most common form of SCA and accounted for 41% of the study population. In the SCA3 subgroup, troriluzole showed a numerical treatment benefit on the change in f-SARA score from baseline to Week 48 compared to placebo (least squares ("LS") mean change difference -0.55, nominal p-value = 0.053, 95% CI: -1.12, 0.01). SCA patients treated with troriluzole showed minimal disease progression over the study period. Further, in patients in the SCA3 subgroup with mild disease severity at baseline, defined as those who were able to walk without assistance at baseline (i.e., f-SARA Gait Item score = 1), troriluzole demonstrated a greater numerical treatment benefit on the change in f-SARA score from baseline to Week 48 compared to placebo (LS mean change difference -0.71, nominal p-value = 0.031, 95% CI: -1.36, -0.07). Notably, the f-SARA is a novel, 16-point scale developed in collaboration with FDA as the primary outcome measure for this trial; the scale was designed to limit subjectivity of the scale and focus on functional aspects of the disease so that significant changes would be considered clinically meaningful.

Across all SCA genotypes, and SCA3 specifically, patient reported falls, as measured by adverse events, reveal reductions of fall risk in the troriluzole group compared to the placebo.

The risk reduction of falls in the troriluzole group combined with the progression of f-SARA scores in the untreated SCA3 group compared to SCA3 patients on troriluzole demonstrates that SCA3 patients experienced a clinically meaningful improvement in ataxia symptoms on troriluzole treatment. Given these findings and the debilitating nature of SCA, we intend to interact with the FDA and/or European Medicines Agency ("EMA") in the first half of 2023. There are currently no FDA-approved medications for the treatment of SCA or any other cerebellar ataxia, and treatment is supportive. In general, multidisciplinary care provides supportive measures and the goal of this treatment is to improve quality of life and survival.

Obsessive Compulsive Disorder

We commenced a Phase 2/3 double-blind, randomized, controlled trial to assess the efficacy of troriluzole in adults with OCD in December 2017. The Phase 2/3 study results were announced in June 2020. Troriluzole 200 mg administered once daily as adjunctive therapy in OCD patients with inadequate response to standard of care treatment showed consistent numerical improvement over placebo on the Yale-Brown Obsessive Compulsive Scale (Y-BOCS) at all study timepoints (weeks 4 to 12) but did not meet the primary outcome measure at week 12. Troriluzole treated subjects (n = 111) had a mean Y-BOCS improvement of -3.4 points from baseline versus -2.9 for placebo-treated (n = 115) subjects [difference -0.5 and p-value = 0.451] at week 4, -5.1 points (n = 96) versus -3.6 for placebo-treated (n = 108) subjects [difference -1.5 and p-value = 0.041] at week 8, and -5.9 points (n = 99) versus -4.9 for placebo-treated (n = 102) subjects [difference -1.0 and p-value = 0.220] at week 12. Troriluzole's safety profile was generally consistent with past clinical trial experience with its active metabolite, riluzole. Treatment emergent adverse events ("TEAE"s) were mostly reported to be mild in intensity. TEAEs that occurred in at least 5% of patients in the troriluzole group, and more frequently in the troriluzole group than in the placebo group, were headache, dizziness, fatigue, somnolence, nausea and nasopharyngitis.

Given the strong signal in the Phase 2/3 proof of concept study and after receiving feedback from the FDA in an End of Phase 2 meeting, in December 2020 we initiated enrollment in a Phase 3 program. The Phase 3 program will have an estimated total enrollment of up to 700 participants in each trial with a primary endpoint of change from baseline on the Y-BOCS total score at week 4, 8 and 10. The two Phase 3 randomized, double-blind, placebo-controlled trials that make-up our Phase 3 program for OCD are currently ongoing with enrollment expected to be completed in 2023.

Glioblastoma

In December 2021, the Global Coalition for Adaptive Research ("GCAR") selected troriluzole for evaluation in Glioblastoma Adaptive Global Innovative Learning Environment - NCT03970447 ("GBM AGILE"). GBM AGILE is a revolutionary patient-centered, adaptive platform trial for registration that tests multiple

therapies for patients with newly-diagnosed and recurrent glioblastoma ("GBM"), the most fatal form of brain cancer. Troriluzole will be evaluated in all patient subgroups of the trial which include newly-diagnosed methylated MGMT, newly-diagnosed unmethylated MGMT, and recurrent GBM. Troriluzole was selected for inclusion in GBM AGILE based on compelling evidence showing deregulation of glutamate in GBM. The therapeutic potential of troriluzole in GBM and other oncology indications is supported by several recent clinical and translational research studies conducted with troriluzole and its active moiety.

In July 2022, the Company and GCAR announced that enrollment has commenced in GBM AGILE for the evaluation of troriluzole.

Lanicemine (BHV-5500) and BHV-5000

We are developing lanicemine (BHV-5500), a low-trapping NMDA receptor antagonist, and BHV-5000, a prodrug of lanicemine. One potential target indication is neuropathic pain, potentially including Complex Regional Pain Syndrome (“CRPS”). CRPS is a rare, chronic pain condition typically affecting limbs and triggered by traumatic injury. Accompanying symptoms also include chronic inflammation and reduced mobility in the affected areas. Other potential indications include neuropsychiatric diseases, potentially in combination with other agents, including Kv7 activators. We acquired worldwide rights to lanicemine and its oral prodrug BHV-5000 under an exclusive license agreement with AstraZeneca AB in October 2016. Current work is focused on formulation development.

Myostatin Platform

Taldefgrobep Alfa (BHV-2000)

In February 2022, we announced that we entered into a worldwide license agreement with BMS for the development and commercialization rights to taldefgrobep alfa (also known as BMS-986089 and now referred to as BHV-2000), a novel, Phase 3-ready anti-myostatin adnectin. Myostatin is a natural protein that limits skeletal muscle growth, an important process in healthy muscular development. However, in patients with neuromuscular diseases, active myostatin can critically limit the growth needed to achieve developmental and functional milestones. Myostatin inhibition is a promising therapeutic strategy for enhancing muscle mass and strength in a range of pediatric and adult neuromuscular conditions. Taldefgrobep is a muscle-targeted treatment for neuromuscular disease and offers the opportunity for combination therapy.

In July 2022, we commenced enrollment in a Phase 3 clinical trial of BHV-2000 assessing the efficacy and safety of taldefgrobep alfa in Spinal Muscular Atrophy ("SMA"). SMA is a rare, progressively debilitating motor neuron disease in which development and growth of muscle mass are compromised, resulting in progressive weakness and muscle atrophy, reduced motor function, impaired quality of life and often death. The Phase 3 placebo-controlled, double-blind trial is designed to evaluate the efficacy and safety of taldefgrobep as an adjunctive therapy for participants who are already taking a stable dose of nusinersen or risdiplam or have a history of treatment with onasemnogene abeparvovec-xioi, compared to placebo. The study is not restricted nor limited to patients based on ambulatory status or classification of SMA. We expect to enroll approximately 180 patients in this randomized, double-blind, placebo-controlled global trial.

In February 2023, we received Fast Track designation from the FDA for taldefgrobep alfa for the treatment of SMA. In December 2022, we received orphan drug designation from the FDA for taldefgrobep in the treatment of SMA.

CD-38

BHV-1100

In the fourth quarter of 2021, we initiated a Phase 1a/1b trial in multiple myeloma patients using its antibody recruiting molecule BHV-1100 in combination with autologous cytokine induced memory-like natural killer cells and immune globulin to target and kill multiple myeloma cells expressing the cell surface protein CD38. BHV-1100 is the lead clinical asset from Biohaven’s Antibody Recruiting Molecule ("ARM™") Platform developed from a strategic alliance with PeptiDream Inc. ("PeptiDream") (TYO: 4587). This open-label single center Phase 1a/1b study will assess the safety and tolerability as well as exploratory efficacy endpoints in newly diagnosed multiple myeloma patients who have tested positive for minimal residual disease (“MRD+”) in first or second remission prior to autologous stem cell transplant (“ASCT”). We plan to enroll 30 newly diagnosed multiple myeloma patients. The primary outcome measures are dose limiting toxicities following combination product administration (time frame: 100 days post-combination product administration) and incidence and severity of side effects related to the combination product (time frame: 90 to 100 days post-combination product administration).

Discovery Research

Kleo Pharmaceuticals, Inc. and Biohaven Labs

In January 2021, we acquired the remaining approximately 58% of Kleo Pharmaceuticals, Inc. ("Kleo") that we did not previously own. We have assumed Kleo's laboratory facilities located in Science Park in New Haven, Connecticut. We are continuing several existing Kleo discovery partnerships, including one with PeptiDream for the development of immuno-oncology therapeutics.

TDP-43

Agreement with Fox Chase Chemical Diversity Center, Inc.

In May 2019, we entered into an agreement with Fox Chase Chemical Diversity Center Inc. (“FCCDC”) for FCCDC’s TDP-43 assets (the “FCCDC Agreement”). The FCCDC Agreement provides us with a plan and goal to identify one or more new chemical entity candidates for preclinical development for eventual clinical evaluation for the treatment of one or more TDP-43 proteinopathies. In connection with the FCCDC Agreement, Biohaven and FCCDC have established a TDP-43 Research Plan that provides for certain milestones to be achieved by FCCDC, and milestone payments to be made by us.

UC1MT

Agreement with University of Connecticut

In October 2018, we entered into an exclusive, worldwide option and license agreement (the "UConn Agreement") with the University of Connecticut ("UConn") for the development and commercialization rights to UC1MT, a therapeutic antibody targeting extracellular metallothionein. Under this agreement, we had the option to acquire an exclusive, worldwide license to UC1MT and its underlying patents to develop and commercialize throughout the world in all human indications (the "UConn Option"). In September 2022, the Company exercised the UConn Option in exchange for a payment of $0.4 million. Under the agreement, UConn will be entitled to milestone payments upon the achievement of specified regulatory and commercial milestones, and royalties of a low single-digit percentage of net sales of licensed products.

Artizan Biosciences, Inc.

In December 2020, we entered into an Option and License Agreement (the "2020 Artizan Agreement") with Artizan Biosciences Inc. ("Artizan"), a biotechnology company focused on addressing inflammatory diseases involving the human intestinal microbiota. Pursuant to the 2020 Artizan Agreement, we acquired an option to obtain a royalty-based license from Artizan to manufacture, use and commercialize certain products. Artizan will use the proceeds to continue advancing the preclinical research and development of its lead program for inflammatory bowel disease as well as to explore additional disease targets. In June 2022, we and Artizan executed a non-binding indication of interest which described terms under which we and Artizan would amend the 2020 Artizan Agreement to eliminate certain milestone payments required by us in exchange for limiting our option to the selection of the first licensed product. In the fourth quarter of 2022, Artizan was unable to secure additional financing to support it's ongoing operations, and, as a result, began reviewing strategic options for the sale of its assets, and secured a small bridge financing to fund operations during the strategic review. In January 2023, Artizan severed substantially all of its employees and halted the Parkinson's Disease ("PD") program. Although Artizan anticipates bringing the inflammatory bowel disease program to the clinic in 2023, its ability to do so will be dependent on its access to adequate funding.

As of December 31, 2022, due to concerns related to Artizan's inability to fund its future operations, we determined its investment in Artizan to be fully impaired.

Reliant Glycosciences, LLC

In July 2021, we entered into a development and license agreement with Reliant Glycosciences, LLC ("Reliant") for collaboration on a program with Biohaven Labs’ multifunctional molecules to develop and commercialize conjugated antibodies for therapeutic uses relating to IgA nephropathy and treatment of other diseases and conditions. Under the Agreement, Reliant was entitled to an upfront share payment and will be eligible to receive development milestone payments and royalties of net sales of licensed products.

TRPM3 Antagonists

In January 2022, we entered into an Exclusive License and Research Collaboration Agreement with Katholieke Universiteit Leuven ("KU Leuven") to develop and commercialize TRPM3 antagonists to address the growing proportion of people worldwide living with chronic pain disorders (the "KU Leuven Agreement"). The TRPM3 antagonist platform was discovered at the Centre for Drug Design and Discovery and the Laboratory of Ion Channel Research at KU Leuven. Under the KU Leuven Agreement,we receive exclusive global rights to develop, manufacture and commercialize KU Leuven's portfolio of small-molecule TRPM3 antagonists. The portfolio includes the lead candidate, henceforth known as BHV-2100, which is being evaluated in preclinical pain models and will be the first to advance towards Phase 1 studies. We expect to submit an IND application for BHV-2100 with the FDA in the second half of 2023. We will support further basic and translational research at KU Leuven on the role of TRPM3 in pain and other disorders. The Company is evaluating and has not yet finalized potential clinical trial designs, including size and primary and secondary endpoints.

MoDE Platform

In January 2021, we entered into a worldwide, exclusive license agreement with Yale University for the development and commercialization of a novel Molecular Degrader of Extracellular Protein ("MoDE") platform (the "Yale MoDE Agreement"). Under the license agreement, we acquired exclusive, worldwide rights to Yale University's intellectual property directed to its MoDE platform. The platform pertains to the clearance of disease-causing protein and other biomolecules by targeting them for lysosomal degradation using multi-functional molecules.

In October 2022, we announced advancements in the development of our MoDE extracellular target degrader platform technology licensed from Yale University for various disease indications, including, but not limited to, neurological disorders, cancer, infectious and autoimmune diseases. Biohaven made further innovations in this ground-breaking technology with new patent applications covering additional targets and functionality.

The Company evaluated the effect of a single dose of immunoglobulin gamma ("IgG") degrader, BHV-1300, in cynomolgus monkeys. The Company reported 75% reduction of IgG levels from baseline and noted the observation occurred in three days; the data in this pre-clinical study compares favorably to standard of care therapy efgartigimod, where reduction of IgG levels with efgartigimod was observed to be 50% and had taken 5-7 days. The Company expects to submit an IND application for BHV-1300 with the FDA in the second half of 2023.

The Company presented preclinical data with a second MoDE targeting galactose deficient IgA ("Gd-IgA"), which is believed to play a pathogenic role in IgA Nephropathy. Specific removal of pathogenic Gd-IgA with preservation of normal IgA potentially permits disease remission without incurring an infection risk. The Company shared preliminary data demonstrating the chimeric antibody-ASGPR ligand conjugate specifically mediated endocytosis of Gd-IgA, as opposed to normal IgA, in an endocytosis assay with HepG2 cells.

Components of Our Results of Operations

Revenue

To date, the we have not generated any revenue from product sales and we do not expect to generate any revenue from the sale of products in the near future. If our development efforts for our product candidates are successful and result in regulatory approval or additional license agreements with third parties, then we may generate revenue in the future from product sales.

Operating Expenses

Research and Development Expenses

Research and development ("R&D") expenses consist primarily of costs incurred in connection with the development of our product candidates. We expense research and development costs as incurred. These expenses include:

- expenses incurred under agreements with CROs or contract manufacturing organizations (“CMOs”), as well as investigative sites and consultants that conduct our clinical trials, preclinical studies and other scientific development services;
- manufacturing scale-up expenses and the cost of acquiring and manufacturing preclinical and clinical trial materials and commercial materials, including manufacturing validation batches;
- employee-related expenses, including salaries, benefits, travel and non-cash share-based compensation expense for employees engaged in research and development functions;
- costs related to compliance with regulatory requirements;
- development milestone payments incurred prior to regulatory approval of the product candidate;
- rent and operating expenses incurred for leased lab facilities and equipment; and
- payments made in cash, equity securities or other forms of consideration under third-party licensing or other agreements prior to regulatory approval of the product candidate.

We recognize external development costs based on an evaluation of the progress to completion of specific tasks using estimates of our clinical personnel or information provided to us by our service providers.

Our external direct research and development expenses are tracked on a program-by-program basis for our product candidates and consist primarily of external costs, such as fees paid to outside consultants, CROs, CMOs, and central laboratories in connection with our preclinical development, process development, manufacturing and clinical development activities. Our direct research and development expenses by program also include fees and certain development milestones incurred under license agreements. We do not allocate employee costs, or other indirect costs, to specific programs because these costs are deployed across multiple programs and, as such, are not separately classified. We use internal resources primarily to oversee the research and development as well as for managing our preclinical development, process development, manufacturing and clinical development activities. Many employees work across multiple programs, and we do not track personnel costs by program.

Product candidates in later stages of clinical development generally have higher development costs than those in earlier stages of clinical development, primarily due to the increased size and duration of later-stage clinical trials. We expect that our research and development expenses will remain significant over the next several years as we increase personnel costs, conduct late-stage clinical trials, and prepare regulatory filings for our product candidates. We also expect to incur additional expenses related to milestone and royalty payments payable to third parties with whom we have entered into license agreements to acquire the rights to our product candidates.

The successful development and commercialization of our product candidates is highly uncertain. At this time, we cannot reasonably estimate or know the nature, timing and costs of the efforts that will be necessary to complete the preclinical and clinical

development of any of our product candidates or when, if ever, material net cash inflows may commence from any of our product candidates. This uncertainty is due to the numerous risks and uncertainties associated with product development and commercialization, including the uncertainty of:

- the scope, progress, outcome and costs of our preclinical development activities, clinical trials and other research and development activities;
- establishment of an appropriate safety profile with IND-enabling studies;
- successful patient enrollment in, and the initiation and completion of, clinical trials;
- the timing, receipt and terms of any marketing approvals from applicable regulatory authorities;
- establishment of commercial manufacturing capabilities or making arrangements with third-party manufacturers;
- development and timely delivery of commercial-grade drug formulations that can be used in our clinical trials and for commercial launch;
- acquisition, maintenance, defense and enforcement of patent claims and other intellectual property rights;
- significant and changing government regulation;
- initiation of commercial sales of our product candidates, if and when approved, whether alone or in collaboration with others; and
- maintenance of a continued acceptable safety profile of the product candidates following approval.

General and Administrative Expenses

General and administrative expenses consist primarily of personnel costs, including salaries, benefits and travel expenses for our executive, finance, business, corporate development and other administrative functions; and non-cash share-based compensation expense. General and administrative expenses also include facilities and other related expenses, including rent, depreciation, maintenance of facilities, insurance and supplies; and for public relations, audit, tax and legal services, including legal expenses to pursue patent protection of our intellectual property.

We anticipate that our general and administrative expenses, including payroll and related expenses, will remain significant in the future as we continue to support our research and development activities and prepare for potential commercialization of our product candidates, if successfully developed and approved. We also anticipate increased expenses associated with general operations, including costs related to accounting and legal services, director and officer insurance premiums, facilities and other corporate infrastructure, office-related costs, such as information technology costs, and certain costs to establish ourself as a standalone public company, as well as ongoing additional costs associated with operating as an independent, publicly traded company.

Other Income (Expense)

Other Income, Net

Other income, net primarily consists of net investment income and service revenue from the Transition Service Agreement we entered into with the Former Parent. Net investment income is comprised of interest income and net accretion and amortization on investments. Refer Note 13, "Related Party Transactions," for further discussion of agreements entered into with the Former Parent.

Provision for Income Taxes

The income tax expense in the condensed consolidated financial statements was calculated on a separate return method and presented as if the Company's operations were separate taxpayers in the respective jurisdictions up to and including the Separation. Cash tax payments, income taxes receivable and deferred taxes, net of valuation allowance, are reflective of our actual tax balances prior and subsequent to the Separation.

As a company incorporated in the BVI, we are principally subject to taxation in the BVI. Under the current laws of the BVI, the Company and all dividends, interest, rents, royalties, compensation and other amounts paid by the Company to persons who are not resident in the BVI and any capital gains realized with respect to any shares, debt obligations, or other securities of the Company by persons who are not resident in the BVI are exempt from all provisions of the Income Tax Ordinance in the BVI.

We have historically outsourced all of the research and clinical development for its programs under a master services agreement with Biohaven Pharmaceuticals, Inc. ("BPI"). As a result of providing services under this agreement, BPI was profitable during the three months ended March 31, 2023 and 2022, and BPI is subject to taxation in the United States. As such, in each reporting period, the tax provision includes the effects of the results of operations of BPI.

At March 31, 2023 and December 31, 2022, we continued to maintain a full valuation allowance against our net deferred tax assets, comprised primarily of capitalized research and development deductions, research and development tax credit carryforwards, and net operating loss carryforwards, based on management's assessment that it is more likely than not that the deferred tax assets will not be realized. We recorded an income tax provision during the three months ended March 31, 2023 of $0.9 million and a provision of $7.3 million during the three months ended March 31, 2022, which primarily represents U.S. Federal

and state taxes related to BPI's profitable operations in the United States.

Results of Operations

Comparison of the Three Months Ended March 31, 2023 and 2022

The following tables summarize our results of operations for the three months ended March 31, 2023 and 2022:

	Three Months Ended March 31, 2023	2022	Change
In thousands			
Operating expenses:			
Research and development	$ 63,461	$ 70,096	$ (6,635)
General and administrative	14,321	19,677	(5,356)
Total operating expenses	77,782	89,773	(11,991)
Loss from operations	(77,782)	(89,773)	11,991
Other income (expense):			
Other income (expense), net	8,229	(4)	8,233
Total other income (expense), net	8,229	(4)	8,233
Loss before provision for income taxes	(69,553)	(89,777)	20,224
Provision for income taxes	939	7,255	(6,316)
Net loss	$ (70,492)	$ (97,032)	$ 26,540

Research and Development Expenses

	Three Months Ended March 31, 2023	2022	Change
In thousands			
Direct research and development expenses by program:			
BHV-7000 & BHV-7010	$ 7,869	$ 189	$ 7,680
Troriluzole	18,402	13,517	4,885
BHV-2000	6,855	2,880	3,975
BHV-1100	657	247	410
BHV-2100 (TRPM3)	715	5,877	(5,162)
BHV-1200 (COVID-19)	—	2,318	(2,318)
Verdiperstat	—	4,186	(4,186)
Other programs	249	366	(117)
Unallocated research and development costs:			
Personnel related (including non-cash share-based compensation)	17,679	32,387	(14,708)
Preclinical research programs	7,544	4,944	2,600
Other	3,491	3,185	306
Total research and development expenses	$ 63,461	$ 70,096	$ (6,635)

R&D expenses, including non-cash share-based compensation costs, were $63.5 million for the three months ended March 31, 2023, compared to $70.1 million for the three months ended March 31, 2022. The decrease of $6.6 million was primarily due to a decrease of $14.7 million in personnel-related costs including non-cash share-based compensation costs, and a decrease in expenses for verdiperstat, BHV-2100 and BHV-1200, partially offset by an increase in expenses for our clinical programs for Kv7 (BHV-7000 and 7010), troriluzole and BHV-2000. Non-cash share-based compensation expense was $2.2 million for the three months ended March 31, 2023, a decrease of $22.3 million as compared to the same period in 2022. The decrease in personnel-related costs is due to the first quarter of 2022 non-cash share-based compensation expense being allocated from the Former Parent equity plan based on equity awards with higher grant date fair values, partially offset by increased personnel costs related to an increase in headcount for our discovery operations.

General and Administrative Expenses

General and administrative expenses were $14.3 million for the three months ended March 31, 2023, compared to $19.7 million for the three months ended March 31, 2022. The decrease of $5.4 million was primarily due to decreased non-cash share-based compensation costs. This was partially offset by increased personnel costs in the first quarter of 2023 compared to the same period in 2022, due to a majority of the personnel costs in the first quarter of 2022 being allocated to the Former Parent. Non-cash share-based compensation expense was $1.5 million for the three months ended March 31, 2023, a decrease of $14.1 million as compared to the same period in 2022. The decrease in non-cash share-based compensation expense is due to the first quarter of 2022 expense being allocated from the Former Parent equity plan based on equity awards with higher grant date fair values.

Other Income (Expense), Net

Other income (expense), net was a net income of $8.2 million for the three months ended March 31, 2023, compared to net expense of $4.0 thousand for the three months ended March 31, 2022. The increase of $8.2 million in income was primarily due to an increase in net investment income of $4.1 million and an increase of $3.9 million in other income reflecting transition services provided to the Former Parent during the three months ended March 31, 2023.

Provision for Income Taxes

We recorded an income tax provision of $0.9 million for the three months ended March 31, 2023, compared to a provision for income taxes of $7.3 million for the three months ended March 31, 2022. The decrease in income tax expense was primarily attributable to the amortization of prior year capitalized R&D expenses, the utilization of R&D tax credits, and an increase of the Company's foreign derived intangible income deduction.

Liquidity and Capital Resources

Since our inception as a business of the Former Parent, we have not generated any revenue and have incurred significant operating losses and negative cash flows from operations. We will not generate revenue from product sales unless and until we successfully complete clinical development and obtain regulatory approval for our product candidates. We expect to continue to incur significant expenses for at least the next several years as we advance our product candidates from discovery through preclinical development and clinical trials and seek regulatory approval and pursue commercialization of any approved product candidate. In addition, if we obtain marketing approval for any of our product candidates, we expect to incur significant commercialization expenses related to product manufacturing, marketing, sales and distribution. In addition, we may incur expenses in connection with the in-license or acquisition of additional product candidates

Historically, for periods prior to the Separation, we have funded our operations primarily with proceeds allocated to our business from financing arrangements entered into by the Former Parent and through the one-time issuance of contingently redeemable non-controlling interests.

Through May 12, 2023, we have funded our operations primarily with proceeds from its Former Parent, proceeds from the public offering of its common shares in October 2022, and the cash contribution received from the Former Parent at the Separation. We have incurred recurring losses since its inception and expect to continue to generate operating losses for the foreseeable future.

As of March 31, 2023, we had cash and cash equivalents of $125.0 million, excluding marketable securities of $263.0 million and restricted cash of $65.6 million, of which $61.5 million related to restricted cash held on behalf of Former Parent and $4.0 million related to collateral held by banks for letters of credit (“LOC”) issued in connection with leased office space in Yardley, Pennsylvania and Cambridge, Massachusetts. Cash in excess of immediate requirements is invested in marketable securities and money market funds with a view to liquidity and capital preservation. We continuously assess our working capital needs, capital expenditure requirements, and future investments or acquisitions.

Cash Flows

The following table summarizes our cash flows for each of the periods presented:

	Three Months Ended March 31,		
	2023	2022	Change
In thousands			
Net cash used in operating activities	$ (77,638)	$ (58,836)	$ (18,802)
Net cash used in investing activities	(1,059)	(246)	(813)
Net cash provided by financing activities	26,668	23,033	3,635
Effect of exchange rate changes on cash, cash equivalents and restricted cash	15	—	15
Net (decrease) in cash, cash equivalents and restricted cash	$ (52,014)	$ (36,049)	$ (15,965)

Operating Activities

Net cash used in operating activities was $77.6 million for the three months ended March 31, 2023 and $58.8 million for the three months ended March 31, 2022 The $18.8 million increase in net cash used in operating

activities for the first quarter of 2023 was primarily driven by:

- an increase in R&D spending; and
- an increase in personnel costs to support acquired and late-stage programs.

Investing Activities

Net cash used in investing activities was $1.1 million for the three months ended March 31, 2023 and $0.2 million for the three months ended March 31, 2022. The $0.8 million increase in net cash used in investing activities for the first quarter of 2023 was primarily driven by:

- an increase in sales and maturities of marketable securities mostly offset by an increase in purchases of marketable securities with cash in excess of immediate requirements (see Note 3 to the Condensed Consolidated Financial Statements); and
- an increase in purchases of equipment to support our discovery programs.

Financing Activities

Net cash provided by financing activities was $26.7 million for the three months ended March 31, 2023 and $23.0 million for the three months ended March 31, 2022. The $3.6 million increase in net cash provided by financing activities for the first quarter of 2023 was primarily driven by:

- an increase in restricted cash held in connection with the execution of the United States Distribution Services Agreement which is legally payable to the Former Parent (see Note 13 to the Condensed Consolidated Financial Statements); and
- a decrease in proceeds from net transfers from Parent due to the Company operating as a standalone entity during the first quarter of 2023.

Funding Requirements

We expect our expenses to increase in connection with our ongoing activities, particularly as we advance and expand preclinical activities, clinical trials and potential commercialization of our product candidates. Our costs will also increase as we:

- continue to advance and expand the development of our discovery programs and clinical-stage assets;
- continue to initiate and progress other supporting studies required for regulatory approval of our product candidates, including long-term safety studies, drug-drug interaction studies, preclinical toxicology and carcinogenicity studies;
- initiate preclinical studies and clinical trials for any additional indications for our current product candidates and any future product candidates that we may pursue;
- continue to build our portfolio of product candidates through the acquisition or in-license of additional product candidates or technologies;
- continue to develop, maintain, expand and protect our intellectual property portfolio;
- pursue regulatory approvals for our current and future product candidates that successfully complete clinical trials;
- the timing, receipt and amount of sales of, or milestone payments related to or royalties on, our current or future product candidates, if any;
- support our sales, marketing and distribution infrastructure to commercialize any future product candidates for which we may obtain marketing approval;
- hire additional clinical, medical, commercial, and development personnel;
- incur additional legal, accounting and other expenses in operating as a public company; and
- other capital expenditures, working capital requirements, and other general corporate activities.

We expect that our cash, cash equivalents and marketable securities, as of the date of this Quarterly Report on Form 10-Q, will be sufficient to fund our current forecast for operating expenses, financial commitments and other cash requirements for more than one year. We expect we will need to raise additional capital until we are profitable. If no additional capital is raised through either public or private equity financings, debt financings, strategic relationships, alliances and licensing agreements, or a combination thereof, we may delay, limit or reduce discretionary spending in areas related to research and development activities and other general and administrative expenses in order to fund our operating costs and working capital needs.

We have based these estimates on assumptions that may prove to be wrong, and we could utilize our available capital resources sooner than we expect. We expect that we will require additional capital to pursue in-licenses or acquisitions of other product candidates. If we receive regulatory approval for troriluzole, or our other product candidates, we expect to incur commercialization expenses related to product manufacturing, sales, marketing and distribution, depending on where we choose to commercialize or whether we commercialize jointly or on our own.

Because of the numerous risks and uncertainties associated with research, development and

commercialization of pharmaceutical product candidates, we are unable to estimate the exact amount of our working capital requirements. Our future funding requirements will depend on and could increase significantly as a result of many factors, including:

- the scope, progress, results and costs of researching and developing our product candidates, and conducting preclinical studies and clinical trials;
- the costs, timing and outcome of regulatory review of our product candidates;
- the costs and timing of hiring new employees to support our continued growth;
- the costs of preparing, filing, and prosecuting patent applications, maintaining and enforcing our intellectual property rights and defending intellectual property-related claims; and
- the extent to which we acquire or in-license other product candidates and technologies

Until such time, if ever, that we can generate product revenue sufficient to achieve profitability, we expect to finance our cash needs through a combination of public and private equity offerings, debt financings, other third-party funding, strategic alliances, licensing arrangements or marketing and distribution arrangements. To the extent that we raise additional capital through the sale of equity or convertible debt securities, the ownership interest of our existing shareholders will be diluted, and the terms of these securities may include liquidation or other preferences that adversely affect the rights of our existing shareholders. Debt financing and preferred equity financing, if available, may involve agreements that include covenants limiting or restricting our ability to take specific actions, such as incurring additional debt, making capital expenditures or declaring dividends. If we raise additional funds through other third-party funding, strategic alliances, licensing arrangements or marketing and distribution arrangements, we may have to relinquish valuable rights to our technologies, future revenue streams, research programs or product candidates or grant licenses on terms that may not be favorable to us. If we are unable to raise additional funds through equity or debt financings when needed, we will be required to delay, limit, reduce or terminate our product development or future commercialization efforts or grant rights to develop and market products or product candidates that we would otherwise prefer to develop and market ourselves.

Contractual Obligations and Commitments

Except as discussed in Note 11, "Commitments and Contingencies" to our Condensed Consolidated Financial Statements included in Item 1, “Unaudited Condensed Consolidated Financial Statements,” of this Quarterly Report on Form 10-Q, there have been no material changes to our contractual obligations and commitments as included in our audited consolidated financial statements included in the 2022 Form 10-K.

Critical Accounting Policies and Significant Judgments and Estimates

We have prepared our condensed consolidated financial statements in accordance with accounting principles generally accepted in the United States ("GAAP"). Our preparation of our condensed consolidated financial statements requires us to make estimates, assumptions, and judgments that affect the reported amounts of assets, liabilities, expenses, and related disclosures at the date of the condensed consolidated financial statements. We evaluate our estimates and judgments on an ongoing basis. We base our estimates on historical experience and on various other factors that we believe are reasonable under the circumstances, the results of which form the basis for making judgments about the carrying value of assets and liabilities that are not readily apparent from other sources. Actual results could therefore differ materially from these estimates under different assumptions or conditions.

During the three months ended March 31, 2023, there were no material changes to our critical accounting policies as reported in our annual consolidated financial statements included in the 2022 Form 10-K.

Recently Issued Accounting Pronouncements

A description of recently issued accounting pronouncements that may potentially impact our financial position and results of operations, if applicable, is disclosed in Note 2 to our condensed consolidated financial statements appearing at the beginning of this Quarterly Report on Form 10-Q.

Emerging Growth Company Status

We are an “emerging growth company,” as defined in the Jumpstart Our Business Startups (JOBS) Act (the "JOBS Act"), and we are eligible to take advantage of certain exemptions from various reporting requirements that are applicable to other public companies that are not “emerging growth companies.” These exemptions generally include, but are not limited to, not being required to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements and exemptions from the requirements of holding a nonbinding advisory vote on executive compensation and shareholder approval of any golden parachute payments not previously approved.

We plan to take advantage of some or all of the reduced regulatory and reporting requirements that will be available to us as long as we qualify as an emerging growth company, except that we have irrevocably elected not to take advantage of the extension of time to comply with new or revised financial accounting

standards available under Section 102(b) of the JOBS Act.

We will, in general, remain as an emerging growth company for up to five full fiscal years following the Distribution. We would cease to be an emerging growth company and, therefore, become ineligible to rely on the above exemptions, if we:

- have more than $1.235 billion in annual revenue in a fiscal year;
- issue more than $1 billion of non-convertible debt during the preceding three-year period; or
- become a “large accelerated filer” as defined in Exchange Act Rule 12b-2, which would occur after: (i) we have filed at least one annual report pursuant to the Exchange Act; (ii) we have been an SEC-reporting company for at least twelve months; and (iii) the market value of our common shares that is held by non-affiliates exceeds $700 million as of the last business day of our most recently completed second fiscal quarter.

Smaller Reporting Company Status

Additionally, we are a “smaller reporting company,” as defined in Rule 12b-2 under the Exchange Act. As such, we are eligible for exemptions from various reporting requirements applicable to other public companies that are not smaller reporting companies, including, but not limited to, reduced disclosure obligations regarding executive compensation.

We will remain a smaller reporting company as long as either:

- (i) the market value of our common shares held by non-affiliates is less than $250 million as of the last business day of our most recently completed second fiscal quarter; or
- (ii) our annual revenue is less than $100 million during the most recently completed fiscal year and the market value of our common shares held by non-affiliates is less than $700 million as of the last business day of our most recently completed second fiscal quarter.

Item 3. Quantitative and Qualitative Disclosures about Market Risks

Foreign Currency Translation

Our operations include activities in countries outside the U.S. As a result, our financial results are impacted by factors such as changes in foreign currency exchange rates or weak economic conditions in the foreign markets where we operate. Our monetary exposures on our balance sheet are currently immaterial to our financial position as of March 31, 2023.

We do not engage in any hedging activities against changes in foreign currency exchange rates.

Interest Rate Risk

As of March 31, 2023, we invest our excess cash balances in marketable securities of highly rated financial institutions and investment-grade debt instruments. We seek to diversify our investments and limit the amount of investment concentrations for individual institutions, maturities and investment types. Most of our interest-bearing securities are subject to interest rate risk and could decline in value if interest rates fluctuate. Based on the type of securities we hold, we do not believe a change in interest rates would have a material impact on our financial statements. If interest rates were to increase or decrease by 1.00%, the fair value of our investment portfolio would (decrease) increase by approximately $(0.9) million and $0.9 million, respectively.

We do not engage in any hedging activities against changes in interest rates.

Credit Risk

Financial instruments that potentially expose the Company to concentrations of credit risk consist of cash, cash equivalents, and short-term debt securities. The Company maintains a portion of its cash deposits in government insured institutions in excess of government insured limits. The Company deposits its cash in financial institutions that it believes have high credit quality and has not experienced any losses on such accounts. The Company's cash management policy permits investments in U.S. federal government and federal agency securities, corporate bonds or commercial paper, supranational and sovereign obligations, certain qualifying money market mutual funds, certain repurchase agreements, and places restrictions on credit ratings, maturities, and concentration by type and issuer. The Company is exposed to credit risk in the event of a default by the financial institutions holding its cash in excess of government insured limits and in the event of default by corporations and governments in which it holds investments in cash equivalents and short-term debt securities, to the extent recorded on the condensed consolidated balance sheet.

We have not experienced any credit losses or recorded any allowance for credit losses related to our cash, cash equivalents, and short-term debt securities.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

The term “disclosure controls and procedures,” as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, refers to controls and procedures that are designed to ensure that information required to be disclosed by a company in the reports that it files or submits under the Exchange Act is recorded, processed,

summarized and reported, within the time periods specified in the SEC's rules and forms. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that such information is accumulated and communicated to a company's management, including its principal executive and principal financial officers, as appropriate to allow timely decisions regarding required disclosure.

In designing and evaluating our disclosure controls and procedures, management recognizes that disclosure controls and procedures, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the disclosure controls and procedures are met. Additionally, in designing disclosure controls and procedures, our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible disclosure controls and procedures. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a control system, misstatements due to error or fraud may occur and not be detected.

Based on the evaluation of our disclosure controls and procedures as of March 31, 2023, our Chief Executive Officer and Chief Financial Officer have concluded that, as of March 31, 2023, our disclosure controls and procedures were effective at the reasonable assurance level.

Changes in Internal Controls over Financial Reporting

There has been no change in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended March 31, 2023 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may be subject to litigation and claims arising in the ordinary course of business. We are not currently a party to any material legal proceedings, and we are not aware of any pending or threatened legal proceeding against us that we believe could have a material adverse effect on our business, operating results, cash flows or financial condition.

Item 1A. Risk Factors

Our business is subject to risks and events that, if they occur, could adversely affect our financial condition and results of operations and the trading price of our securities. Our risk factors have not changed materially from those described in "Part I, Item 1A. Risk Factors" of our Annual Report on Form 10-K for the fiscal year ended December 31, 2022, filed with the Securities and Exchange Commission on March 23, 2023.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None.

Item 5. Other Information

None.

Item 6. Exhibits

Exhibit No.	Description
10.1#	Development and License Agreement, dated as of March 21, 2023, by and between Hangzhou Highlightll Pharmaceutical Co. Ltd. and Biohaven Therapeutics LTD.
10.2#	Amendment to Development and License Agreement dated March 21, 2023, dated as of April 14, 2023, by and between Hangzhou Highlightll Pharmaceutical Co. Ltd. and Biohaven Therapeutics LTD.
10.3 +	Form of Nonstatutory Share Option Grant Notice (Early Exercise) and Share Option Agreement under the 2022 Equity Incentive Plan.
10.4 +	Form of Amendment to Share Option Grant Notice and Option Agreement under the 2022 Equity Incentive Plan.
31.1	Certification of Principal Executive Officer under Section 302 of the Sarbanes-Oxley Act.
31.2	Certification of Principal Financial Officer under Section 302 of the Sarbanes-Oxley Act.
32.1‡	Certifications of Principal Executive Officer and Principal Financial Officer under Section 906 of the Sarbanes-Oxley Act.
101	The following materials from the Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2023 are formatted in iXBRL (Inline eXtensible Business Reporting Language): (i) the Condensed Consolidated Balance Sheets, (ii) the Condensed Consolidated Statements of Operations and Comprehensive Loss, (iii) the Condensed Consolidated Statements of Cash Flows and (iv) the Notes to Condensed Consolidated Financial Statements, tagged as blocks of text and including detailed tags.
104	Cover Page Interactive Data File (formatted in iXBRL in Exhibit 101).

Portions of this exhibit (indicated by asterisks) have been omitted as such information is (i) not material and (ii) would likely cause competitive harm to the Registrant if publicly disclosed.

+ Indicates management contract or compensatory plan.

‡ These certifications are being furnished solely to accompany this quarterly report pursuant to 18 U.S.C. Section 1350, and are not being filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and are not to be incorporated by reference into any filing of the registrant, whether made before or after the date hereof, regardless of any general incorporation language in such filing.

SIGNATURES

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

BIOHAVEN LTD.

Dated: May 12, 2023

By: /s/ Vlad Coric, M.D.

Vlad Coric, M.D.
Chief Executive Officer
(On behalf of the Registrant and as the Principal Executive Officer)

By: /s/ Matthew Buten

Matthew Buten
Chief Financial Officer
(Principal Financial Officer)

DEVELOPMENT AND LICENSE AGREEMENT

Dual TYK2/JAK1 Inhibitors

This Development and License Agreement (the "Agreement") is made and entered into effective as of March 21, 2023 (the "Effective Date") by and between Hangzhou Highlightll Pharmaceutical Co. Ltd., having an office at RM 301/302, BLDG 4, Qiantang District, Hangzhou, China ("Highlightll") and Biohaven Therapeutics Ltd., a BVI business company limited by shares incorporated under the laws of the British Virgin Islands having an office at P.O. Box 173, Kingston Chambers, Road Town, Tortola, British Virgin Islands ("Biohaven"). Highlightll and Biohaven are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, Highlightll has developed certain dual TYK2/JAK1 tyrosine kinase ("TYK2/JAK1") inhibitors that have brain penetrant characteristics (the "Licensed Compounds"as defined below) and certain other TYK2/JAK1 inhibitors that have peripheral, non-brain penetrant characteristics (the "Peripheral TYK2/JAK1 Compounds" as defined below).

WHEREAS, Biohaven desires to develop and commercialize Licensed Compounds for use in treating conditions and diseases in patients throughout the world, subject to Highlightll's reservation of rights in the Highlightll Territory (defined below), and Highlightll desires to develop and commercialize Licensed Compounds for use in treating conditions and diseases in patients in the Highlightll Territory.

WHEREAS, Highlightll desires to develop and commercialize Peripheral TYK2/JAK1 Licensed Compounds for use in treating conditions and diseases in patients throughout the world.

WHEREAS, Highlightll wishes to grant an exclusive license under the Licensed IP (defined below) to develop and commercialize Licensed Compounds and Licensed Products (defined below) in the Territory (defined below), in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual promises and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, do hereby agree as follows:

Article 1

DEFINITIONS

The following capitalized terms shall have the following meanings. Other capitalized terms shall have the meanings ascribed to them in the applicable sections of this Agreement.

1.1. "**Affiliate**" means, with respect to a Party, any Person that, directly or indirectly, through one (1) or more intermediaries, controls, is controlled by or is under common control with such Party.

For purposes of this definition, "control" and, with correlative meanings, the terms "controlled by" and "under common control with" means: (i) the possession, directly or indirectly, of the power to direct the management or policies of a business entity, whether through the ownership of voting securities, by contract relating to voting rights or corporate governance or otherwise; or (ii) the ownership, directly or indirectly, of fifty percent (50%) or more of the voting securities or other ownership interest of a business entity (or, with respect to a limited partnership or other similar entity, its general partner or controlling entity).

1.2. "**Applicable Law**" means applicable laws, rules and regulations, including any rules, regulations, guidelines or other requirements of the Regulatory Authorities, that may be in effect from time to time.

1.3. "**Assay**" means Adenosine Triphosphate (ATP) competitive kinase assay.

1.4. "**Biohaven Know-How**" means all Information Controlled by Biohaven or any of its Affiliates as of the Effective Date or at any time during the term of this Agreement, whether developed or acquired under this Agreement, that is (i) not generally known and (ii) reasonably necessary for the Development or Commercialization of a Licensed Compound or a Licensed Product or any Improvement thereto in the Field in the Territory, but excluding any Information to the extent disclosed in any published Biohaven Patents.

1.5. "**Biohaven IP**" means Biohaven Patents and Biohaven Know-How.

1.6. "**Biohaven Patents**" means all of the Patents Controlled by Biohaven or any of its Affiliates as of the Effective Date or at any time during the term of this Agreement that are reasonably necessary for the Development or Commercialization of a Licensed Compound or a Licensed Product or any Improvement thereto in the Field in the Territory.

1.7. "**Biohaven Territory**" means all countries of the world except the Highlightll Territory; provided that in the event Biohaven acquires rights to Develop and Commercialize Licensed Compounds and Licensed Products in the Highlightll Territory under this Agreement, the Biohaven Territory shall mean all countries of the world including the Highlightll Territory.

1.8. "**Brain Penetration**" means a TYK2/JAK1 compound's concentration in brain/plasma ratio at 4 hr after dosing in rats.

1.9. "**Business Day**" means a day other than a Saturday or Sunday or a day on which banking institutions in New York are permitted or required to be closed.

1.10. "**Calendar Quarter**" means each successive period of three (3) calendar months commencing on 1 January, 1 April, 1 July and 1 October, except that the first Calendar Quarter shall commence on the Effective Date and end on the day immediately prior to the first to occur of 1 January, 1 April, 1 July or 1 October after the Effective Date and the last Calendar Quarter shall end on the last day of expiration of this Agreement in its entirety.

1.11. "**Calendar Year**" means each successive period of twelve (12) calendar months commencing on 1 January and ending on 31 December, except that the first Calendar Year shall commence on the Effective Date and end on 31 December of the year in which the Effective Date occurs

and the last Calendar Year shall commence on 1 January of the year in which the Agreement expires in its entirety and end on the last day of such year.

1.12. "**Combination Licensed Product**" means a Licensed Product that is comprised of or contains a Licensed Compound as an active ingredient together with one (1) or more other active ingredients and is sold either as a fixed dose/unit or as separate doses/units in a single package.

1.13. "**Commercialization**" means any and all activities (whether conducted before or after Regulatory Approval) directed to the preparation for sale of, distribution of, offering for sale of or sale of a Licensed Product, including activities related to marketing, advertising, medical education, sales force training, promoting, distributing and importing and interacting with Regulatory Authorities 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.

1.14. "**Commercially Reasonable Efforts**" means, with respect to either Party in relation to this Agreement, such efforts that are consistent with the efforts and resources used by a biopharmaceutical company of similar size, capitalization and resources as such Party in the exercise of its commercially reasonable business practices relating to an exercise of a right or performance of an obligation under this Agreement, including the research, Development, Manufacture and Commercialization of a pharmaceutical or biologic compound or product, as applicable, at a similar stage in its research, development or commercial life as the relevant Licensed Compound or Licensed Product, and that has commercial and market potential similar to the relevant Licensed Compound or Licensed Product, taking into account business, technical and financial issues, including issues pertaining to intellectual property coverage, safety and efficacy, stage of development, product profile, competitiveness of the marketplace, proprietary position, regulatory exclusivity, anticipated or approved labeling, present and future market and commercial potential, the likelihood of receipt of Regulatory Approval, profitability (including pricing and reimbursement status achieved or likely to be achieved), amounts payable to licensors of patent or other intellectual property rights, alternative products (other than Small Molecule TYK2/JAK1 inhibitors) and legal issues. It is understood that such product potential may change from time to time based upon changing scientific, business and marketing and return on investment considerations. The Parties acknowledge that Biohaven does not always seek to market its own products in every country or seek to obtain regulatory approval in every country or for every potential indication.

1.15. "**Control**" means, with respect to any item of Information, Regulatory Documentation, material, Patent or other intellectual property right, possession of the right, whether directly or indirectly and whether by ownership, license or otherwise to grant a license, sublicense or other right (including the right to reference Regulatory Documentation) to or under such Information, Regulatory Documentation, Patent or other intellectual property right as provided for herein without violating the terms of any agreement with any Third Party and at no cost to the Party granting the rights unless the Party being granted the rights agrees to pay any such costs (including milestones and royalties) associated with such grant.

1.16. "**Development**" means all activities related to research, 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 studies, including Manufacturing in support thereof, statistical analysis and report writing, the preparation and submission of Marketing Approval Applications, 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. When used as a verb, "**Develop**" means to engage in Development.

1.17. "**Distributor**" means, with respect to a country, any Third Party that is used by pharmaceutical manufacturers generally in such country on a non-exclusive basis, and without a grant of a license under the intellectual property rights of Biohaven or its Affiliates or its or their Sublicensees, to distribute (but not to market or promote) finished, packaged pharmaceutical products to pharmacies, managed care organizations, governmental agencies (*e.g.*, federal, state and local), and other group purchasing organizations (*e.g.*, pharmaceutical benefits managers) and the like in such country.

1.18. "**Dollars**" or "**$**" means United States Dollars.

1.19. "**Effective Date**" has the meaning set forth in the preamble hereto.

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

1.21. "**European Union**" or "**EU**" has the meaning ascribed to such term in the consolidated versions of the Treaty on European Union and the Treaty on the functioning of the European Union (2016/c 202/01).

1.22. "**Exploit**" means to make, have made, import, use, sell or offer for sale, including to research, Develop, Commercialize, register, Manufacture, have Manufactured, hold or keep (whether for disposal or otherwise), have used, export, transport, distribute, promote, market or have sold or otherwise dispose of. "**Exploitation**" means the act of Exploiting.

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

1.24. "**FFDCA**" means the United States Food, Drug, and Cosmetic Act, as amended from time to time, together with any rules, regulations and requirements promulgated thereunder (including all additions, supplements, extensions and modifications thereto).

1.25. "**Field**" means the treatment of diseases, disorders or conditions in humans.

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

1.27. "**Generic Licensed Product**" with respect to a Licensed Product, any pharmaceutical or biological product that is distributed by a Third Party under a Regulatory Approval approved by a Regulatory Authority in reliance, in whole or in part, on the prior approval (or on safety or efficacy data submitted in support of the prior approval) of such Licensed Product, including any product authorized for sale (a) in the U.S. pursuant to Section 505(b)(2) or Section 505(j) of the Act (21 U.S.C. 355(b)(2) and 21 U.S.C. 355(j), respectively), (b) in the EU pursuant to a provision of Articles 10, 10a or 10b of Parliament and Council Directive 2001/83/EC as amended (including an application under Article 6.1 of Parliament and Council Regulation (EC) No 726/2004 that relies for its content on any such provision) or

(c) in any other country or jurisdiction pursuant to all equivalents of such provisions. A Licensed Product distributed under an NDA or foreign equivalent Drug Approval Application held by Biohaven (i.e., an authorized generic product) will not constitute a Generic Licensed Product with respect to such Licensed Product.

1.28. "**GAAP**" means, with respect to a Party or its Affiliates or its or their Sublicensees, United States generally accepted accounting principles, International Financial Reporting Standards or such other similar national standards as such Party, Affiliates or its or their Sublicensee adopts, in each case, consistently applied.

1.29. "**Highlightll Territory**" means the People's Republic of China and its territories and possessions, including for clarity Hong Kong, Macau and Taiwan.

1.30. "**Improvements**" means any invention, discovery, development or modification with respect to a Licensed Compound or a Licensed Product, made by or on behalf of a Party during the term of this Agreement, including relating to the Development or Exploitation thereof, whether or not patented or patentable, including any enhancement in the efficiency, operation, Manufacture, ingredients, preparation, presentation, formulation, means of delivery (including the development of any delivery system or enhancement thereto) or dosage of such Licensed Compound or Licensed Product, any discovery or development of any new or expanded indications for such Licensed Compound or Licensed Product, or any discovery or development that improves the stability, safety or efficacy of such Licensed Compound or Licensed Product.

1.31. "**IND**" means (i) an investigational new drug application filed with the FDA for authorization to commence clinical studies and its equivalent in other countries or regulatory jurisdictions and (ii) all supplements and amendments that may be filed with respect to the foregoing.

1.32. "**Information**" means all technical, scientific and other know-how and information, trade secrets, knowledge, technology, means, methods, processes, practices, formulae, instructions, skills, techniques, procedures, experiences, ideas, technical assistance, designs, drawings, assembly procedures, computer programs, apparatuses, specifications, data, results and other material, including: biological, chemical, pharmacological, toxicological, pharmaceutical, physical and analytical, pre-clinical, clinical, safety, manufacturing and quality control data and information, including study designs and protocols, assays and biological methodology, in each case (whether or not confidential, proprietary, patented or patentable) in written, electronic or any other form now known or hereafter developed. For clarity, Information shall include Regulatory Documentation and Improvements.

1.33. "**Infringement**" has the meaning set forth in Section 5.3.1.

1.34. "**Initiation**" means, with respect to a clinical study/trial, the first dosing of the first human subject in such clinical study/trial.

1.35. "**Joint IP**" means all inventions and discoveries first made or discovered jointly by one or more employees, consultants or agents of Highlightll or its Affiliates, together with one or more employees, consultants or agents of Biohaven or its Affiliates, in the course of activities under this Agreement.

1.36. "**Joint Patent(s)**" means Patents covering the Joint IP.

1.37. "**Knowledge**" means, with respect to a Party or its Affiliates, the actual knowledge of Highlightll's CEO or Biohaven's CEO or any person within their respective organization holding a position equivalent to such job title based on such individuals' good faith understanding of the facts and information in their possession or control without any duty to conduct any additional investigations with respect to such facts and information.

1.38. "**Licensed Compound**" means the Highlightll compound designated as "TLL-041" and any other TYK2/JAK1 compound: (i) with Ki < 200nM activity inhibition in the Assay, (ii) with Brain Penetration greater than or equal to ten percent (10%), and (iii)that is within the scope of a Valid Claim of the Licensed Patents or is developed by, or on behalf of, Biohaven using Licensed Know-How or is otherwise derived from Licensed Know-How.

1.39. "**Licensed Know-How**" means all Information Controlled by Highlightll or any of its Affiliates as of the Effective Date or at any time during the term of this Agreement, whether developed or acquired under this Agreement, that is (i) not generally known and (ii) reasonably necessary for the Development or Commercialization of a Licensed Compound or a Licensed Product or any Improvement thereto, but excluding any Information to the extent disclosed in any published Highlightll Patents.

1.40. "**Licensed Patents**" means all of the Patents Controlled by Highlightll or any of its Affiliates as of the Effective Date or at any time during the term of this Agreement that are reasonably necessary for the Development or Commercialization of a Licensed Compound or a Licensed Product or any Improvement thereto in the Field in the Territory. Licensed Patents as of the Effective Date are listed in Schedule A.

1.41. "**Licensed Product**" means any pharmaceutical product containing a Licensed Compound, alone or in combination with one (1) or more other active ingredients, in any and all forms, presentations, dosages and formulations.

1.42. "**Licensed IP**" means Licensed Patents and Licensed Know-How.

1.43. "**Manufacture**" and "**Manufacturing**" means all activities related to the production, manufacture, processing, filling, finishing, packaging, labelling, shipping and holding of a 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.

1.44. "**Marketing Approval Application**" means a New Drug Application as defined in the FFDCA ("NDA") or any corresponding foreign application in the Territory, including, with respect to the European Union, a Marketing Authorization Application filed with the EMA ("MAA") pursuant to the centralized approval procedure or with the applicable Regulatory Authority of a country in Europe with respect to the mutual recognition or any other national approval.

1.45. "**Net Sales**" means, with respect to a Licensed Product for any period, the gross amount billed or invoiced by a Party, its Affiliates or its or their Sublicensees to Third Parties for the sale or other transfer of a Licensed Product (the "**Invoiced Sales**"), less deductions for:

1.45.1. normal and customary [***];

1.45.2. amounts repaid or credited by reason of [***];

1.45.3. freight, postage, shipping and insurance expenses to the extent that such items [***];

1.45.4. customs and excise duties and other taxes or duties [***];

1.45.5. rebates and similar payments made with respect to sales of Licensed Products paid for by any governmental or regulatory authority such as, by way of illustration and not in limitation of the Parties' rights hereunder, Federal or state Medicaid, Medicare or similar state program or equivalent foreign governmental program;

1.45.6. that portion of the annual fee on [***]; and

1.45.7. any actual bad debt expense recorded in accordance with GAAP from customers related to sales of a Licensed Product.

Any of the deductions listed above that involves a payment by a Party, its Affiliates or its or their Sublicensees shall be taken as a deduction in the Calendar Quarter in which the payment is made by such entity. For purposes of determining Net Sales, a Licensed Product shall be deemed to be sold when invoiced (or if not invoiced, when shipped or delivered) and a "sale" shall include all transfers or dispositions of such Licensed Product [***]. A Party's, its Affiliates' or its or their Sublicensees' transfer of any Licensed Product to an Affiliate or Sublicensee shall not result in any Net Sales, unless such Licensed Product is consumed or administered by such Affiliate or Sublicensee in the course of its commercial activities. With respect to any Licensed Product that is consumed or administered by a Party or its Affiliates or its or their Sublicensees, Net Sales shall include any amount billed or invoiced with respect to such consumption or administration, including any services provided in connection therewith.

All deductions from Invoiced Sales set forth in Sections 1.45.1-1.45.6 shall be duly documented by the Party taking such deductions, its Affiliates and its and their Sublicensees in their books of account in accordance with its standard internal policies and procedures and may be separately stated on purchase orders, invoices, or other documents of sale. No deductions may be made for commissions paid to individuals whether they be with independent sales agencies or regularly employed by a Party, its Affiliates or its or their Sublicensees and on their payroll, or for costs of collection.

If a Licensed Product is sold at a discount price that is substantially lower than the customary price charged by a Party, its Affiliates or its or their Sublicensees, or non-cash consideration, Net Sales shall be calculated based on[***], as applicable, during the preceding royalty period, or in the absence of such sales, based on[***], as determined by the Parties in good faith.

In the event that a Licensed Product is sold in any country in the form of a Combination Licensed Product, Net Sales of such Combination Licensed Product shall be adjusted by multiplying actual Net Sales of such Combination Licensed Product in such country calculated pursuant to the foregoing definition of "Net Sales" by the fraction[***], where [***]. If either such Licensed Product that contains the Licensed Compound(s) as its sole active ingredient or a product that contains an active ingredient (other than the Licensed Product) in the Combination Licensed Product as its sole active ingredient(s) is not sold separately in a particular country, the Parties shall negotiate in good faith a reasonable adjustment to Net Sales in such country that

takes into account the medical contribution to the Combination Licensed Product of and all other factors reasonably relevant to the relative value of, the Licensed Compound(s), on the one hand and all of the other active ingredient(s), collectively, on the other hand.

In the case of [***] shall be allocated among products on the basis on which [***] or, if such basis cannot be determined, in accordance with such Party's, its Affiliates' or its or their Sublicensees' existing allocation method; *provided* that any such allocation to a Licensed Product shall be (i) done in accordance with Applicable Law, including any price reporting laws, rules and regulations and (ii) subject to clause (i), in no event greater than a pro rata allocation, such that the portion of each of foregoing rebates, discounts and other forms of reimbursements shall not be included as deductions from Invoiced Sales hereunder in any amount greater than [***] compared to [***] to which such foregoing [***].

Net Sales shall be calculated in accordance with GAAP.

1.46. **"Neurological Disorders"** means disorders that include immunological effects that result in pathophysiology in the central or peripheral nervous systems, or the nerves or myelin found throughout the human body and the spinal cord.

1.47. "**NMPA**" means the National Medical Products Administration.

1.48. "**Patents**" means: (i) all national, regional and international patents and patent applications, including provisional patent applications; (ii) all patent applications filed either from such patents, patent applications or provisional applications or from an application claiming priority from either of these, including divisionals, continuations, continuations-in-part, provisionals, converted provisionals and continued prosecution applications; (iii) any and all patents that have issued or in the future issue from the foregoing patent applications ((i) and (ii)), including utility models, petty patents, innovation patents and design patents and certificates of invention; and (iv) any and all extensions or restorations by existing or future extension or restoration mechanisms, including revalidations, reissues, re-examinations and extensions (including any supplementary protection certificates and the like) of the foregoing patents or patent applications ((i), (ii) and (iii)).

1.49. "**Peripheral Immunological Disorders**" means disorders that cause inflammation in the bones, muscles, joints, respiratory system, gastro-intestinal system and skin. For clarity, this does not include Neurological Disorders.

1.50. "**Peripheral TYK2/JAK1 Compounds**" means the HighlightII compound designated as "TLL-018" and any other TYK2/JAK1 compounds with <200nM activity inhibition in the Assay and Brain Penetration less than ten percent (10%), that are Controlled by HighlightII or any of its Affiliates.

1.51. "**Person**" means an individual, sole proprietorship, partnership, limited partnership, limited liability partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other similar entity or organization, including a government or political subdivision, department or agency of a government.

1.52. "**Regulatory Approval**" means, with respect to a country or region in the Territory, any and all approvals (including Marketing Approval Applications), licenses, registrations or authorizations of any Regulatory Authority necessary to commercially distribute, sell or market a Licensed Product or any Improvement thereto in such country or region, including, where applicable, (i) pricing or

reimbursement approval in such country, (ii) pre- and post-approval marketing authorizations (including any prerequisite Manufacturing approval or authorization related thereto) and (iii) labelling approval.

1.53. "**Regulatory Authority**" means any applicable supra-national, federal, national, regional, state, provincial or local regulatory agencies, departments, bureaus, commissions, councils or other government entities regulating or otherwise exercising authority with respect to the Development or Commercialization of Licensed Compounds or Licensed Products or any Improvement thereto in the Territory, including the FDA in the United States, the EMA in the European Union and the NMPA.

1.54. "**Regulatory Documentation**" means: all (i) applications (including all INDs and Marketing Approval Applications), registrations, licenses, authorizations and approvals (including Regulatory Approvals); (ii) correspondence and reports submitted to or received from Regulatory Authorities (including minutes and official contact reports relating to any communications with any Regulatory Authority) and all supporting documents with respect thereto, including all adverse event files and complaint files; and (iii) clinical and other data contained or relied upon in any of the foregoing; in each case ((i), (ii) and (iii)) relating to a Licensed Compound or a Licensed Product or any Improvement thereto.

1.55. "**Regulatory Exclusivity Period**" means, with respect to each Licensed Product in any country in the Territory, any period of data, market or other regulatory exclusivity (other than Patent exclusivity) granted or afforded by Applicable Law or by a Regulatory Authority in such country that confers exclusive marketing rights with respect to such Licensed Product in such country or prevents another party from using or otherwise relying on any data supporting the approval of the Marketing Authorization Application, as applicable, such as new chemical entity exclusivity, new use or indication exclusivity, new formulation exclusivity, orphan drug exclusivity, non-patent related pediatric exclusivity or any other applicable marketing or data exclusivity, including any such periods listed in the FFDCA (e.g., Orange Book or Purple Book online database), or any such periods under national implementations in the EU of Article 10 of Directive 2001/83/ED, Article 14(11) of Parliament and Council Regulation (EC) No. 726/2004, Parliament and Council Regulation (ED) No. 141/2000 on orphan medicines, Parliament and Council Regulation (ED) No. 1901/2006 on medicinal products for pediatric use and all international equivalents of any of the foregoing.

1.56. "**Reissue NOA**" means a [***] issued to Highlightll by the United States Patent and Trademark Office; provided that in the event Highlightll continues prosecution of [***] after issuance of the Notice of Allowance, whether by the filing of a Rule 312 Amendment, the filing of a Request for Continued Examination, or otherwise, then the Reissue NOA shall be deemed to have been issued upon the conclusion of such continued prosecution. For clarity, prosecution of reissue applications other than [***] including any divisional of [***] shall not be considered continued prosecution of [***].

1.57. "**Senior Officer**" means, with respect to Highlightll, CEO and with respect to Biohaven, CEO, or their respective designees.

1.58. "**Small Molecule**" means an organic compound with a molecular weight less than 1000 Daltons.

1.59. "**Sublicensee**" means a Person, other than an Affiliate, that is granted a sublicense by Biohaven or its Affiliate under the grants in Section 2.2. For clarity, a Distributor of Licensed Product(s) is not considered a Sublicensee.

1.60. "**Tax**" or "**Taxation**" means any form of tax or taxation, levy, duty, charge, social security charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge or interest) imposed by, or payable to, a Tax Authority.

1.61. **"Tax Authority"** means any government, state or municipality, or any local, state, federal or other fiscal, revenue, customs or excise authority, body or official anywhere in the world, authorized to levy Tax.

1.62. "**Territory**", when used alone, means the Biohaven Territory or the Highlightll Territory as the context indicates.

1.63. "**Third Party**" means any Person other than Highlightll, Biohaven and their respective Affiliates.

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

1.65. "**Valid Claim**" means (i) a claim of any issued and unexpired Patent whose validity, enforceability or patentability has not been affected in the relevant country or region by (a) irretrievable lapse, abandonment, revocation, dedication to the public or disclaimer or (b) a holding, finding or decision of invalidity, unenforceability or non-patentability by a court, governmental agency, national or regional patent office or other appropriate body that has competent jurisdiction, such holding, finding or decision being final and unappealable or unappealed within the time allowed for appeal or (ii) a claim of a pending Patent application that was filed and is being prosecuted in good faith and has not been abandoned or finally disallowed without the possibility of appeal or re-filing of the application; provided, however, that if a claim of a pending patent application shall not have issued within [***] after the earliest filing date from which such claim takes priority, such claim shall not constitute a Valid Claim for the purposes of this Agreement unless and until a patent issues with such claim.

Article 2
LICENSED RIGHTS

2.1. Grants to Biohaven.

2.1.1. Subject to Section 2.1.3, Highlightll hereby grants to Biohaven: (i) an exclusive, non-transferable (except as provided in Section 10.3) license, with the right to grant sublicenses under Section 2.1.2, under the Licensed IP and Joint IP to Exploit Licensed Compounds and Licensed Products in the Field in the Biohaven Territory; (ii) an exclusive, non-transferable (except as provided in Section 10.3) right of reference, with the right to extend such right of reference to Biohaven's Affiliates and Sublicensees, to Regulatory Documentation that Highlightll or its Affiliates Control as of the Effective Date and during the term of this Agreement as necessary for purposes of Exploiting the Licensed Compounds and Licensed Products in the Field in the Biohaven Territory; and (iii) a non-exclusive, non-transferable (except as provided in Section 10.3) license, with the right to grant sublicenses under Section 2.1.2, under the Licensed IP and Joint IP to, with Highlightll's prior written consent, Develop

Licensed Compounds and Licensed Products in the Field in the Highlightll Territory for Commercialization in the Biohaven Territory.

2.1.2. Biohaven shall have the right to grant sublicenses, through multiple tiers of sublicenses, under the licenses granted in Section 2.1, to its Affiliates and Sublicensees; *provided* that any such sublicenses granted to Sublicensees shall be (i) subject to Highlightll's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, and in the event a sublicensed Affiliate ceases to be an Affiliate of Biohaven, then such Affiliate shall thereafter be deemed to be a Sublicensee with consent; and (ii) consistent with, and expressly made subject to, the terms and conditions of this Agreement; and (iii) not be further sublicensable, unless preapproved in writing by Highlightll. Biohaven or its Affiliate (as the case may be) shall cause each Sublicensee to comply with the applicable terms and conditions of this Agreement, as if such Sublicensee were a Party to this Agreement. Biohaven hereby guarantees the performance of its Affiliates and Sublicensees that are sublicensed as permitted herein and the grant of any such sublicense shall not relieve Biohaven of its obligations under this Agreement. A copy of any sublicense agreement executed by Biohaven or an Affiliate of Biohaven to a Sublicensee shall be provided to Highlightll within [***] after its execution; *provided* that the financial terms of any such sublicense agreement to the extent not pertinent to an understanding of a Party's obligations or benefits under this Agreement may be redacted.

2.1.3. The rights granted to Biohaven in Sections 2.1.1 and 2.1.2 are subject to a reservation of rights by Highlightll under the Licensed IP to Develop Licensed Compounds and Licensed Products in the Biohaven Territory for Commercialization in the Highlightll Territory.

2.2. Grants to Highlightll

2.2.1. Subject to Section 2.3, Biohaven hereby grants to Highlightll: (i) an exclusive, non-transferable (except as provided in Section 10.3) license, without the right to grant sublicenses except with Biohaven's prior written consent, under the Biohaven IP and Joint IP to Exploit Licensed Compounds and Licensed Products in the Field in the Highlightll Territory; and (ii) an exclusive, non-transferable (except as provided in Section 10.3) right of reference, with the right to extend such right of reference to Highlightll's Affiliates, to Regulatory Documentation that Biohaven or its Affiliates Control as of the Effective Date and during the term of this Agreement as necessary for purposes of Exploiting the Licensed Compounds and Licensed Products in the Field in the Highlightll Territory.

2.2.2. Biohaven hereby grants to Highlightll an option to negotiate an exclusive, royalty-bearing license under Biohaven IP used on Licensed Compounds or Licensed Products to Exploit Peripheral TYK2/JAK1 Compounds worldwide. Highlightll may exercise this option by providing written notice to Biohaven ("Peripheral Notice"). For a period from the date of the Peripheral Notice until [***] thereafter, Highlightll will have the exclusive right to negotiate a license to Develop and Commercialize Peripheral TYK2/JAK1 Compounds worldwide ("Peripheral ROFN"). If Biohaven and Highlightll, after using good faith efforts, are unable to execute a definitive agreement with respect to such transaction within such [***] period, Highlightll's Peripheral ROFN shall expire.

2.2.3. Biohaven, on behalf of itself, its Affiliates, and its Sublicensees, shall not assert any of the Licensed Patents or Joint Patents anywhere in the world against Highlightll, its Affiliates or sublicensees for the Exploitation of compounds or products, other than Licensed Compounds or Licensed Products, that are within the scope of any Valid Claim of the Licensed Patents or Joint Patents.

2.3. Right of First Negotiation.

2.3.1. In the event that Highlightll considers granting a license to Develop or Commercialize Licensed Compounds or Licensed Products in the Highlightll Territory to a Third Party, it will give Biohaven notice of such intention prior to entering into discussions with any Third Party ("China Notice"). For a period from the date of the China Notice until [***] thereafter, Biohaven will have the exclusive right to negotiate a license to Develop and Commercialize Licensed Compounds and Licensed Products in the Highlightll Territory ("China ROFN"). If Biohaven and Highlightll, after using good faith efforts, are unable to execute a definitive agreement with respect to such transaction within such [***] period, Biohaven's China ROFN shall expire.

2.3.2. In the event Biohaven exercises its China ROFN and the Parties enter into a definitive agreement granting rights to Biohaven to Develop and Commercialize Licensed Compounds and Licensed Products in the Highlightll Territory, the Biohaven Territory shall be amended as of the effective date of the definitive agreement to include the Highlightll Territory and the reservation of rights under Section 2.1.3, and the licenses granted to Highlightll under Section 2.2, shall expire.

2.4. No Other Rights Granted. Except as expressly provided herein and without limiting the foregoing, neither Party grants to the other Party any other right or license, including any rights or licenses to any intellectual property rights not otherwise expressly granted herein. Neither Party shall Exploit Joint IP in a manner that is inconsistent with the rights granted under this Article 2.

Article 3
DEVELOPMENT, REGULATORY AND COMMERCIALIZATION ACTIVITIES.

3.1. Development.

3.1.1. **Diligence.** After the Effective Date, each of the Parties shall have the following responsibilities using Commercially Reasonable Efforts:

(i) Highlightll shall file an IND in the United States and Initiate a Phase 1 study in the United States including SAD components taking into account reasonable suggestions by Biohaven regarding the design and conduct of the study.

(ii) Highlightll shall Develop the Licensed Compounds and Licensed Products and seek to obtain and maintain a Regulatory Approval for at least one (1) Licensed Product for use in the Field in the Highlightll Territory, unless and until Biohaven exercises its China ROFN and the Parties execute a definitive agreement granting Biohaven rights to Develop Licensed Compounds and Licensed Products in the Highlightll Territory.

(iii) Biohaven shall conduct all non-clinical studies regarding Licensed Compounds and Licensed Products and hereby grants Highlightll the rights to use and, if necessary, reference all data and reports from such non-clinical studies for the Development and Commercialization of Licensed Compounds and Licensed Products in the Highlightll Territory in accordance with the licenses granted to Highlightll in Article 2 and subject to the obligations of confidentiality under Article 6.

(iv) Biohaven shall Develop the Licensed Compounds and Licensed Products and seek to obtain and maintain Regulatory Approvals for at least one (1) Licensed Product for use in the Field in the Biohaven Territory. For the avoidance of doubt, Biohaven may only conduct clinical trials in the Highlightll Territory with Highlightll's prior written approval. [***].

3.1.2. **Development Costs.** Each Party shall be responsible for its own costs and expenses in connection with its Development activities under this Agreement.

3.1.3. **Development Records.** Each Party shall, and shall cause its Affiliates and its and their Sublicensees to, maintain, in good scientific manner, complete and accurate books and records pertaining to Development of Licensed Compounds and Licensed Products hereunder, in sufficient detail to verify compliance with its obligations under this Agreement. Such books and records shall (i) be appropriate for regulatory purposes, (ii) be in compliance with Applicable Law, (iii) properly reflect all major work done and results achieved in the performance of its Development activities hereunder, (iv) not be commingled with records of activities (other than those concerning the Licensed Compounds and/or Peripheral TYK2/JAK1 Compounds) outside the scope of this Agreement and (v) be retained by such Party, its Affiliates and its and their Sublicensees for at least [***] after the expiration or termination of this Agreement in its entirety or for such longer period as may be required by Applicable Law.

3.1.4. **Development Reports.** At mutually agreed times, but not less than [***] per Calendar Year (in the month of [***]) during the period when Development activities are undertaken by a Party, its Affiliates or its or their Sublicensees hereunder, each Party shall provide to the other Party with a written report of such Development activities it has performed, or caused to be performed, since the preceding report.

3.1.5. **Joint Development Committee.** Within [***] after the Effective Date, Highlightll and Biohaven shall establish a joint development committee ("**JDC**"), to oversee, review and coordinate the Development of the Licensed Compounds and Licensed Products. The primary purpose of the JDC shall be to promote territorial coordination of the Development activities and ensure that neither Party engages in Development activities in its Territory that are materially harmful to the other Party's Development activities in its Territory. Subject to the foregoing sentence, each Party will have final decision making authority in its Territory taking into consideration the risk / benefits to the global market. Unless otherwise mutually agreed, the JDC shall meet, not less than [***] per Calendar Quarter during the term of this Agreement when Development activities are being conducted. The Parties may meet on an ad hoc basis at any mutually agreed time. The JDC shall terminate if Biohaven exercises its China ROFN and the Parties execute a definitive agreement granting Biohaven rights to Develop Licensed Compounds and Licensed Products in the Highlightll Territory. The JDC will consist of working groups from each Party with sufficient knowledge and experience to conduct the activities

contemplated for the JDC. The JDC will have no authority to alter or amend the terms of this Agreement.

3.1.6. **Technology Transfer.** During the [***] period following the Effective Date, Highlightll shall provide Biohaven with electronic (or tangible embodiments, if electronic is not available) of the Highlightll Know-How reasonably available to Highlightll as of the Effective Date regarding the Licensed Compounds including [***] and, where required by Biohaven to fulfill its duties under Applicable Law, [***] required to be maintained by Highlightll under Applicable Law. Such documentation is Confidential Information of Highlightll and shall not be used by Biohaven for any purpose other than for the discovery, research, Development or Commercialization (including any import, manufacture, use, offer for sale, or sale) of Licensed Compounds and/or Licensed Products in accordance with this Agreement. Any and all materials and other Highlightll Know-How delivered to Biohaven pursuant to this Section 3.1.6 are and shall remain the sole property of Highlightll.

3.2. Regulatory Activities.

3.2.1. **Regulatory Approvals.** Each Party shall have the sole right to prepare, obtain and maintain Marketing Approval Applications (including the setting of the overall regulatory strategy therefor), other Regulatory Approvals and other submissions and to conduct communications with the Regulatory Authorities, for Licensed Products in its Territory in its name. Biohaven shall use Commercially Reasonable Efforts to seek Regulatory Approvals for the Licensed Products throughout the Biohaven Territory, including the US, major markets in the EU (France, Germany, Italy, Spain), the United Kingdom, Canada, and Japan; provided, however, that it shall be within Biohaven's sole discretion to determine which other countries in the Biohaven Territory to seek Regulatory Approval for the Licensed Products. Highlightll shall use Commercially Reasonable Efforts to seek Regulatory Approvals for the Licensed Products in the Highlightll Territory unless and until Biohaven exercises its China ROFN and the Parties execute a definitive agreement granting Biohaven rights to Develop Licensed Compounds and Licensed Products in the Highlightll Territory.

3.2.2. **Notices, Recalls, Suspensions or Withdrawals.** Each Party shall notify the other Party promptly (but in no event later than [***]) following its determination that any event, incident or circumstance has occurred that may result in the need for a recall, market suspension or market withdrawal of a Licensed Product in the Field in its Territory and shall include in such notice the reasoning behind such determination and any supporting facts. As between the Parties, Biohaven shall have the right to make the final determination whether to voluntarily implement any such recall, market suspension or market withdrawal of a Licensed Product in the Field in the Biohaven Territory. As between the Parties, Highlightll shall have the right to make the final determination whether to voluntarily implement any such recall, market suspension or market withdrawal of a Licensed Product in the Field in the Highlightll Territory unless Biohaven has exercised its China ROFN.

3.2.3. **Global Safety Database.** Biohaven shall establish, hold and maintain (at Biohaven's sole cost and expense) the global safety database for Licensed Products. Within [***] after the Effective Date, the Parties shall enter into a safety agreement setting forth the responsibilities and procedures for monitoring, collecting, evaluating, sharing and reporting to the Regulatory Authorities information regarding patient safety (including adverse events).

3.3. Commercialization.

3.3.1. **Diligence.** Biohaven shall be solely responsible for Commercialization of the Licensed Products in the Field throughout the Biohaven Territory at Biohaven's own cost and expense. Biohaven shall use Commercially Reasonable Efforts to Commercialize the Licensed Products throughout the Territory, including the US, the major markets in the EU (France, Germany, Italy, Spain), the United Kingdom, Canada, and Japan; provided, however, that it shall be within Biohaven's sole discretion to determine which other countries in the Biohaven Territory to Commercialize the Licensed Products. Highlightll shall be solely responsible for Commercialization of the Licensed Products in the Field in the Highlightll Territory using Commercially Reasonable Efforts at Highlightll's own cost and expense unless and until Biohaven exercises its China ROFN and the Parties execute a definitive agreement granting Biohaven rights to Develop Licensed Compounds and Licensed Products in the Highlightll Territory.

3.3.2. **Commercialization Costs; Booking of Sales; Distribution.** Biohaven and, solely in the event that Biohaven includes clinical sites in the Highlightll Territory in its Phase-3 study sufficient for submission to NMPA ("Highlightll Territory Clinical Event"), Highlightll, shall invoice and book sales, establish all terms of sale (including pricing and discounts) and warehouse and distribute the Licensed Products in the Field in its Territory and perform or cause to be performed all related services. Subject to Section 3.2.2, each Party shall handle all returns, recalls or withdrawals, order processing, invoicing, collection, distribution and inventory management with respect to the Licensed Products in its Territory. Upon the earlier of the Initiation of the first Phase-3 study by either Party or [***] prior to the anticipated Commercialization by either Party of the first Licensed Product, provided that Biohaven has not exercised its China ROFN and the Parties have not executed a definitive agreement granting Biohaven rights to Develop Licensed Compounds and Licensed Products in the Highlightll Territory, the Parties shall enter into a commercialization agreement, setting forth brand strategy, and responsibilities regarding sales force training, promotional materials, supply and distribution, etc.

3.3.3. **Commercialization Records.** Biohaven and, solely in the event of a Highlightll Territory Clinical Event, Highlightll, shall maintain, and will cause its Affiliates and its and their Sublicensees to maintain, complete and accurate books and records pertaining to Commercialization of Licensed Products hereunder, in sufficient detail to verify compliance with its obligations under this Agreement and which shall be in compliance with Applicable Law and properly reflect all work done and results achieved in the performance of its Commercialization activities. Such records shall be retained by such Party, its Affiliates and its and their Sublicensees for at least [***] after the expiration or termination of this Agreement in its entirety or for such longer period as may be required by Applicable Law.

3.3.4. **Commercialization Reports.** Within [***] following the end of each Calendar Quarter, commencing upon the First Commercial Sale of a first Licensed Product and thereafter**,** Biohaven and, solely in the event of a Highlightll Territory Clinical Event, Highlightll, shall provide the other Party with detailed written reports of such Commercialization activities it has performed, or caused to be performed, since the preceding report regarding its Territory. Each such report shall contain sufficient detail to enable the calculation Net Sales for Licensed Products in each Party's Territory.

3.4. Supply of Licensed Compounds and Licensed Products.

3.4.1. From the Effective Date until the technology transfer under Section 3.1.6 is complete, Highlightll shall have the sole responsibility to Manufacture (or have Manufactured) Licensed Compounds and Licensed Products: (i) at Biohaven's expense, upon Biohaven's reasonable advance written request and at Highlightll's actual fully-burdened cost, without mark-up, for Biohaven's Development activities in the Biohaven Territory; and (ii) at Highlightll's expense, for Highlightll's Development activities in the Highlightll Territory.

3.4.2. Upon completion of the technology transfer under Section 3.1.6 and during the term of this Agreement, unless otherwise mutually agreed, (i) Biohaven shall have the sole responsibility to Manufacture (or have Manufactured) Licensed Compounds and Licensed Products for Biohaven's Development and Commercialization activities in the Biohaven Territory at its expense; and (ii) Highlightll shall have the sole responsibility to Manufacture (or have Manufactured) Licensed Compounds and Licensed Products for Highlightll's Development and Commercialization activities in the Highlightll Territory at its expense.

3.5. Subcontracting. Either Party may perform any or all of its obligations hereunder through its Affiliates. Subject to Section 2.1.2, Biohaven may subcontract with a Third Party to perform any or all of its obligations hereunder (including by appointing one or more Distributors); *provided* that (i) no such permitted subcontracting shall relieve Biohaven of its obligations hereunder (except to the extent satisfactorily performed by such subcontractor) or any liability and Biohaven shall be and remain fully responsible and liable therefor and (ii) the agreement pursuant to which Biohaven engages any Third Party subcontractor must (a) be consistent in all material respects with this Agreement, (b) contain terms obligating such subcontractor to comply with the confidentiality, intellectual property and all other relevant provisions of this Agreement and (c) contain terms obligating such subcontractor to permit Highlightll rights of inspection, access and audit substantially similar to those provided to Highlightll in this Agreement. Biohaven shall ensure that each subcontractor accepts and complies with all of the applicable terms and conditions of this Agreement as if such permitted subcontractor were a Party to this Agreement.

3.6. Competitive Compounds

3.6.1. During the period that ends five (5) years after the First Commercial Sale of the first Licensed Product: (i) neither Biohaven nor its Affiliates (or any Sublicensee of Biohaven or any Affiliate of such Sublicensee) shall itself or through any Third Party, or in collaboration with any Third Party, engage, directly or indirectly in the clinical Development or Commercialization of: (a) a Licensed Compound in the prevention, treatment or diagnosis of any Peripheral Immunological Disorders; or (b) a Small Molecule dual TYK2/JAK1 inhibitor other than Licensed Compounds; and (ii) neither Highlightll nor its Affiliates shall itself or through any Third Party, or in collaboration with any Third Party, engage, directly or indirectly in the clinical Development or Commercialization of: (a) a Peripheral TYK2/JAK1 Compound in the prevention, treatment or diagnosis of any Neurological Disorders or (b) a Small Molecule dual TYK2/JAK1 inhibitor with Brain Penetration greater than or equal to [***], other than the Licensed Compounds as expressly permitted under this Agreement (each a "Competitive Compound."

3.6.2. Notwithstanding Section 3.6.1, if either Party or any of its Affiliates, either through its own development efforts or by acquisition, or obtains ownership of

or a license to, or is acquired by or otherwise merges with an entity (or an Affiliate of such entity) that owns or has a license to, a Competitive Compound, in all such cases that would result in a violation of Section 3.6.1 (any such event, a "Triggering Event"), then such Party shall promptly notify the other Party in writing within [***] after such Triggering Event. Upon the occurrence of a Triggering Event, such Party shall not be in violation of Section 3.6.1, if within [***] after the Triggering Event: (A) the Party divests itself of such Competitive Compound and notifies the other Party in writing of such divestiture, which divestiture may occur by an outright sale to a Third Party of all of such Party's and its Affiliate's rights to such Competitive Compound or by an outlicense arrangement under which such Party has no continuing active involvement in the development or commercialization of such Competitive Compound (for clarity, efforts in connection with (i) the receipt and audit of payments in respect of the Competitive Compound, (ii) the maintenance, defense and enforcement of any applicable licensed patents, and (iii) the receipt of information to ensure compliance with the applicable agreement (including efforts to enforce or terminate same, or seek damages, for breach) shall not constitute continuing active involvement); or (B) the Party possessing the Competitive Compound may request to negotiate terms under which the Competitive Compound would be included as a Licensed Compound or Peripheral TYK2/JAK1 Compound, as the case may be, under this Agreement. If the Parties can agree and execute a binding agreement, within [***] after notice from Party possessing the Competitive Compound, on the terms (including compensation to the other Party) for including the Competitive Compound under this Agreement, then Party possessing the Competitive Compound shall not be deemed in breach of Section 3.6.1.

Article 4
PAYMENTS AND RECORDS

4.1. Upfront Payment. Within [***] of execution of this Agreement by the Parties, Biohaven shall place ten million US Dollars (USD$10,000,000) in an escrow account. Such escrow account shall provide that within [***] after the later of Highlightll providing; (i) [***], and (ii) [***]; such ten million US Dollars (USD$10,000,000) shall be released to Highlightll. Upon release to Highlightll, such ten million US Dollars (USD$10,000,000) will be non-refundable and non-creditable. [***].

4.2. Equity. Biohaven shall cause its Affiliate, Biohaven Ltd., to issue to Highlightll or its designated Affiliate, within [***] after the later of Highlightll providing; (i) [***], and (ii) [***]; a number of Biohaven Ltd.'s common shares ("BHVN Shares") no par value per share (the "License Shares"), determined by dividing (i) ten million US Dollars (USD $10,000,000), by (ii) the volume weighted average price of BHVN Shares for the ten (10) trading day period (the "10-Day VWAP") ending on the last trading day prior to the Effective Date on the New York Stock Exchange, as determined by S&P Capital IQ or another financial data service provider reasonably selected by Biohaven, rounded up to the nearest whole share. The issuance of the BHVN Shares to Highlightll shall be governed by a private placement agreement between Biohaven Ltd. and Highlightll pursuant to Rule 144 under the Securities Act of 1933 (the "Securities Act").

4.3. Milestones

4.3.1. **Regulatory Milestones.**

(i) **First Indication.** In partial consideration of the rights granted by Highlightll to Biohaven hereunder, the following amounts shall be payable to Highlightll from Biohaven within [***] after the achievement of each of the following milestone events with respect to

the first Licensed Product in the first indication to reach such milestone (whether by Biohaven, an Affiliate, or a Sublicensee), which shall be non-refundable, non- creditable and fully earned upon the achievement of the applicable milestone event:

Milestone Event	US Dollars
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]
[***]	[***]

(ii) **Second Indication.** In partial consideration of the rights granted by Highlightll to Biohaven hereunder, payments of fifty percent (50%) of the foregoing amounts in 4.3.1(i) shall be payable to Highlightll from Biohaven within [***] after the achievement of each of the foregoing milestone events with respect to the first Licensed Product in the second indication to reach such milestone (whether by Biohaven, an Affiliate, or a Sublicensee), which shall be non-refundable, non-creditable and fully earned upon the achievement of the applicable milestone event.

(iii) **Milestone Payments for First Licensed Product Only** – No milestone payments shall be due for the second, or subsequent, Licensed Products that achieve a milestone for which a milestone payment has been previously paid.

4.3.2. **Commercial Milestones.** In partial consideration of the rights granted by Highlightll to Biohaven hereunder, Biohaven shall pay to Highlightll the following payments, which shall be non-refundable, non-creditable and fully earned upon the first achievement of the applicable milestone event:

(i) in the event that the aggregate of all Net Sales of all Licensed Products made by Biohaven or any of its Affiliates or its or their Sublicensees in a given Calendar Year exceeds [***] for such Calendar Year, Licensee shall pay to Highlightll a one-time fee of [***]; and

(ii) in the event that the aggregate of all Net Sales of all Licensed Products made by Biohaven or any of its Affiliates or its or their Sublicensees in a given Calendar Year exceeds [***] for such Calendar Year, Licensee shall pay to Highlightll a one-time fee of [***]; and

(iii) in the event that the aggregate of all Net Sales of all Licensed Products made by Biohaven or any of its Affiliates or its or their Sublicensees in a given Calendar Year exceeds [***] for such Calendar Year, Licensee shall pay to Highlightll a one-time fee of [***]; and

(iv) in the event that the aggregate of all Net Sales of all Licensed Products made by Biohaven or any of its Affiliates or its or their Sublicensees in a given Calendar Year exceeds [***] for such Calendar Year, Licensee shall pay to Highlightll a one-time fee of [***].

In the event that in a given Calendar Year more than one (1) of the foregoing thresholds is exceeded, Biohaven shall pay to Highlightll a separate milestone payment with respect to each such threshold that is exceeded in such Calendar Year. Each such milestone payment shall be due within [***] of the date the milestone was achieved. Each milestone payment in this Section 4.3.2 shall be payable only upon the first achievement of such milestone in a given Calendar Year and no amounts shall be due for subsequent or repeated achievements of such milestone in subsequent Calendar Years.

4.4. Royalties

4.4.1. **Royalty Rates.** As further consideration for the rights granted to Biohaven hereunder, commencing upon the First Commercial Sale of a Licensed Product in the Biohaven Territory, Biohaven shall pay to Highlightll a royalty on Net Sales with respect to the Licensed Products in the Biohaven Territory during each Calendar Year at the following rates:

(i) for that portion of Net Sales of Licensed Products in the Biohaven Territory during a Calendar Year less than or equal to [***], a royalty rate of [***];

(ii) for that portion of Net Sales of Licensed Products in the Biohaven Territory during a Calendar Year greater than [***]and less than or equal to [***], a royalty rate of [***];

(iii) for that portion of Net Sales of Licensed Products in the Biohaven Territory during a Calendar Year greater than [***] and less than or equal to [***], a royalty rate of [***];

(iv) for that portion of Net Sales of Licensed Products in the Biohaven Territory during a Calendar Year greater than [***] and less than or equal to [***], a royalty rate of [***]; and

(v) for that portion of Net Sales of Licensed Products in the Biohaven Territory during a Calendar Year greater than [***], a royalty rate of [***].

4.4.2. **Highlightll Territory Fee on Net Sales**. In the event of a Highlightll Territory Clinical Event, then Highlightll shall pay to Biohaven a fee on Net Sales with respect to each Licensed Product in the Highlightll Territory on a Licensed Product-by-Licensed Product basis during each Calendar Year at the rate of [***] of Net Sales from the First Commercial Sale until the later of (i) ten (10) years from the First Commercial Sale of such Licensed Product in the Highlightll Territory; or (ii) the expiration of the last to expire Valid Claim of the Highlightll

Patents in the Highlightll Territory. Highlightll shall make such payments to Biohaven within [***] after the end of each Calendar Quarter. Each payment of fee due to Biohaven shall be accompanied by a statement specifying the number of units of each Licensed Product sold in the Highlightll Territory, the amount of Invoiced Sales per Licensed Product, the Net Sales per Licensed Product and country and a detailed overview of all deductions taken (as permitted under Section 1.45) to arrive at Net Sales attributable to each Licensed Product in the Highlightll Territory during the applicable Calendar Quarter (including such amounts expressed in local currency and as converted to Dollars) and a calculation of the amount of royalty payment due on such Net Sales for such Calendar Quarter. Highlightll's payments to Biohaven under this Section 4.4.2 shall be paid free and clear of any and all taxes (which, for clarity, shall be the responsibility of Highlightll), except for any withholding taxes required by Applicable Law.

4.4.3. **Royalty Term.** Biohaven's obligation to pay the royalties with respect to Net Sales of a Licensed Product in a country shall expire at the later of: (i) ten (10) years from the First Commercial Sale of such Licensed Product in such country; or (ii) the expiration of the last to expire Valid Claim of the Licensed Patents, Highlightll Patents and Joint Patents in such country covering the applicable Licensed Product; or (iii) the expiration of the Regulatory Exclusivity Period in such country (the "**Royalty Term**"). Upon termination of the Royalty Term with respect to a Licensed Product in a country, the license grants to Biohaven in Section 2.1, as applicable, with respect to such Licensed Product shall become fully paid-up and irrevocable with respect to such country. Biohaven shall have no obligation to pay any royalty with respect to Net Sales of a Licensed Product in a country after the Royalty Term for such Licensed Product in such country has expired.

4.4.4. **Reduction.**

(i) In the event that Biohaven enters into an agreement with a Third Party (other than a Sublicensee) granting Biohaven a license to Valid Claims of a Third Party's Patent that cover a Licensed Product, Licensed Compound, or the manufacture or use thereof, which is necessary to Exploit such Licensed Product in the Biohaven Field in the relevant country in the Territory, Biohaven shall be entitled to deduct from royalties payable under Section 4.4.1 in a given Calendar Year with respect to such Licensed Product in such country [***] of royalties paid to such Third Party in such Calendar Year under such agreement, solely to the extent that such royalties are triggered by sales of such Licensed Product that would, absent such agreement, infringe a Third Party Patent that is licensed under such agreement. Notwithstanding the foregoing, such deduction will never exceed [***] of the amount of royalties that would have been payable to Highlightll in the given Calendar Quarter for such Licensed Product in such country if no such royalties to such a Third Party would have been payable.

(ii) On a Licensed Product-by-Licensed Product basis, if in any country in the Biohaven Territory during the Royalty Term for a Licensed Product unit sales of all Generic Licensed Products in such country in a Calendar Quarter as a percentage of the sum of unit sales of such Licensed Product (including all such Generic Licensed Products) in such country ("Generic Penetration") are at least [***], the royalty rates in Section 4.1 shall be reduced by [***] until the end of the Royalty Term for such Licensed Product in such country.

(iii) On a country-by-country basis, if in any country in the Biohaven Territory a Valid Claim of a Licensed Patent is not in in effect, the royalty rates in Section 4.1 shall be reduced by [***] until the end of the Royalty Term for such Licensed Product in such country.

(iv) The royalty payable with respect to Net Sales of a Licensed Product sold by Biohaven or its Affiliates or Sublicensees in any country of the Biohaven Territory in any Calendar Quarter shall not as a result of adjustments made pursuant to Sections 4.4.2(i), (ii) and (iii) be less than [***] of the royalty payments payable pursuant to Section 4.4.1 prior to such adjustments thereof. Credits not exhausted in any Calendar Quarter may be carried into future Calendar Quarters.

4.5. Royalty Payments and Reports Biohaven shall pay to Highlightll the royalty amounts due with respect to a given Calendar Quarter within [***] after the end of such Calendar Quarter. Each payment of royalties due to Highlightll shall be accompanied by a statement specifying the number of units of each Licensed Product sold in each country, the amount of Invoiced Sales per Licensed Product and country, the Net Sales per Licensed Product and country and a detailed overview of all deductions taken (as permitted under Section 1.45) to arrive at Net Sales attributable to each Licensed Product in each country of the Territory during the applicable Calendar Quarter (including such amounts expressed in local currency and as converted to Dollars), the applicable royalty rate and a calculation of the amount of royalty payment due on such Net Sales for such Calendar Quarter. Without limiting the generality of the foregoing, Biohaven shall require its Affiliates and Sublicensees to account for their Net Sales and to provide such reports containing at least the same level of detail with respect thereto, as if such sales were made by Biohaven. With each quarterly royalty statement, Biohaven will provide Highlightll with a copy of the relevant portions of all reports received by Biohaven from Affiliates and its and their Sublicensees concerning their Net Sales of Licensed Products.

4.6. Mode of Payment. All payments to Highlightll under this Agreement shall be made by deposit of Dollars in the requisite amount to such bank account as Highlightll may from time to time designate by notice to Biohaven. For the purpose of calculating any sums due under, or otherwise reimbursable pursuant to, this Agreement (including the calculation of Net Sales expressed in currencies other than Dollars), Biohaven shall convert any amount expressed in a foreign currency into Dollar equivalents using its, its Affiliate's or Sublicensee's, as applicable, generally accepted standard conversion methodology consistent with GAAP.

4.7. Taxes.

4.7.1. **General.** The milestones and royalties payable by Biohaven to Highlightll pursuant to this Agreement (each, a "Payment") shall be paid free and clear of any and all taxes (which, for clarity, shall be the responsibility of Biohaven), except for any withholding taxes required by Applicable Law. Except as provided in this Section 4.7, Highlightll shall be solely responsible for paying any and all taxes (other than withholding taxes required by Applicable Law to be deducted from Payments and remitted by Biohaven) levied on account of, or measured in whole or in part by reference to, any Payments it receives. Biohaven shall deduct or withhold from the Payments any taxes that it is required by Applicable Law to deduct or withhold. Notwithstanding the foregoing, if Highlightll is entitled under any applicable tax treaty to a reduction of rate of, or the elimination of, applicable withholding tax, it may deliver to Biohaven or the appropriate governmental authority (with the assistance of Biohaven to the extent that this is reasonably required and is requested in writing) the prescribed forms necessary to reduce the applicable rate of withholding or to relieve Biohaven of its obligation to

withhold such tax and Biohaven shall apply the reduced rate of withholding or dispense with withholding, as the case may be; *provided* that Biohaven has received evidence of Highlightll's delivery of all applicable forms (and, if necessary, its receipt of appropriate governmental authorization) at least [***] prior to the time that the Payments are due. If, in accordance with the foregoing, Biohaven withholds any amount, it shall pay to Highlightll the balance when due, make timely payment to the proper taxing authority of the withheld amount and send to Highlightll proof of such payment within [***] following such payment.

4.7.2. **Value Added Tax.** Notwithstanding anything contained in Section 4.7.1, this Section 4.7.2 shall apply with respect to value added tax ("**VAT**"). All Payments are exclusive of VAT. If any VAT is chargeable in respect of any Payments, Biohaven shall pay VAT at the applicable rate in respect of any such Payments following the receipt of a VAT invoice in the appropriate form issued by Highlightll in respect of those Payments, such VAT to be payable on the later of the due date of the payment of the Payments to which such VAT relates and [***] after the receipt by Biohaven of the applicable invoice relating to that VAT payment.

4.8. Interest on Late Payments. Any amount owed by Biohaven to Highlightll under this Agreement that is not paid on or before the date such payment is due as set forth herein shall bear interest at a rate per annum equal to the one month USD-LIBOR as quoted on Bloomberg (or if it no longer exists, a similarly authoritative source) plus two percentage points.

4.9. Financial Records. Biohaven, and, solely in the event of a Highlightll Territory Clinical Event, Highlightll, shall and shall cause its Affiliates and its and their Sublicensees to: (a) keep complete and accurate financial books and records pertaining to the Commercialization of Licensed Products hereunder, including books and records of Invoiced Sales and Net Sales of Licensed Products, in sufficient detail to calculate and verify all amounts payable hereunder; and (b) retain such books and records until the later of (i) [***] after the end of the period to which such books and records pertain, (ii) the expiration of the applicable tax statute of limitations (or any extensions thereof) and (iii) for such period as may be required by Applicable Law.

4.10. Audit. At the request of Highlightll or, solely in the event of a Highlightll Territory Clinical Event, Biohaven, the other Party shall and shall cause its Affiliates and its and their Sublicensees to, permit an independent auditor designated by the auditing Party and reasonably acceptable to the audited Party, or permit the auditing Party at the audited Party's sole discretion, at reasonable times and upon reasonable notice of at least [***], to audit the books and records maintained pursuant to Section 4.9 to ensure the accuracy of all reports and payments made hereunder. Except as provided below, the cost of this audit shall be borne by the auditing Party, unless the audit reveals, with respect to a certain Calendar Quarter, a variance of more than [***] from the reported amounts for such Calendar Quarter, in which case the audited Party shall bear the cost of the audit. Unless disputed pursuant to Section 4.11 below, if such audit concludes that (i) additional amounts were owed by the audited Party, the audited Party shall pay the additional amounts, with interest from the date originally due as provided in Section 4.8 or (ii) excess payments were made by the audited Party, then the audited Party may credit such excess payments against future royalties, provided that if no future royalties are anticipated, the audited Party may request that the auditing party reimburse such excess payments, in either case ((i) or (ii)), within [***] after the date on which such audit is completed by the auditing Party.

4.11. Audit Dispute. In the event of a dispute with respect to any audit under Section 4.10, the Parties shall work in good faith to resolve the disagreement. If the Parties are unable to reach a

mutually acceptable resolution of any such dispute within [***], the dispute shall be submitted for resolution to a certified public accounting firm jointly selected by each Party's certified public accountants or to such other Person as the Parties shall mutually agree (the "**Auditor**"). The decision of the Auditor shall be final and the costs of such arbitration shall be borne between the Parties in such manner as the Auditor shall determine. Not later than [***] after such decision and in accordance with such decision, the audited Party shall pay the additional amounts, with interest from the date originally due or the audited Party may credit such excess payments against future royalties due, provided that if no future royalties are anticipated, the audited Party may request that the auditing party reimburse such excess payments, as applicable.

Article 5
INTELLECTUAL PROPERTY

5.1. Ownership of Intellectual Property.

5.1.1. **Ownership of Technology.** Subject to Section 5.1.2, as between the Parties, each Party shall own all right, title and interest in and to any and all Information, Improvements and other inventions that are conceived, discovered, developed or otherwise made by or on behalf of such Party or its Affiliates or its or their (sub)contractors (or Sublicensee(s)), as applicable, under or in connection with this Agreement, whether or not patented or patentable and any and all Patents and other intellectual property rights with respect thereto.

5.1.2. **United States Law.** The determination of whether Information, Improvements and other inventions are conceived, discovered, developed or otherwise made by a Party for the purpose of allocating proprietary rights (including Patent, copyright or other intellectual property rights) therein, shall, for purposes of this Agreement, be made in accordance with Applicable Law in the United States as such law exists as of the date of such development, conception, discovery or making, irrespective of where such conception, discovery, development or making occurs.

5.1.3. **Assignment Obligation.** Each Party shall cause all Persons who perform activities for such Party under this Agreement or who conceive, discover, develop or otherwise make any Information, Improvement or other inventions by or on behalf of either Party or its Affiliates or its or their (sub)contractors (or Sublicensees) under this Agreement to be under an obligation to assign (or, if such Party is unable to cause such Person to agree to such assignment obligation despite such Party's using commercially reasonable efforts to negotiate such assignment obligation, then to grant an exclusive license under) their rights in any Information, Improvement and inventions resulting therefrom to such Party, except where Applicable Law requires otherwise and except in the case of governmental, not-for-profit and public institutions that have standard policies against such an assignment (in which case, a suitable license or right to obtain such a license, shall be obtained).

5.2. Maintenance and Prosecution of Patents.

5.2.1. **In General.** As between the Parties, (i) Biohaven shall through counsel of its choice, prepare, file, prosecute and maintain, at Biohaven's expense, the Licensed Patents and Joint Patents, including any related interference, *inter partes* review, post-grant review, re-issuance, re-examination and any other opposition proceedings with respect thereto, in the Biohaven Territory and Highlightll Territory that are solely directed to the Licensed Compounds

and Licensed Products, and (ii) Highlightll shall through counsel of its choice, prepare, file, prosecute and maintain, at Highlightll's expense, the Licensed Patents and Joint Patents, including any related interference, *inter partes* review, post-grant review, re-issuance, re-examination and any other opposition proceedings with respect thereto, in the Biohaven Territory and Highlightll Territory that are solely directed to the Peripheral TYK2/JAK1 Compounds. For purposes of this Section 5.2, the Party prosecuting, maintaining or undertaking other related activities pursuant to the foregoing sentence with respect to a Patent shall be the "**Prosecuting Party**." The Prosecuting Party shall inform the other Party of all substantive steps with regard to the preparation, filing, prosecution and maintenance of the Licensed Patents and Joint Patents (as the case may be), in the Biohaven Territory and Highlightll Territory, including by providing the non-Prosecuting Party with a copy of substantive communications to and from any patent authority in the Biohaven Territory and Highlightll Territory regarding such Patents and by providing the non-Prosecuting Party drafts of any filings substantive or responses to be made to such patent authorities in the Biohaven Territory and Highlightll Territory sufficiently in advance of submitting such filings or responses so as to allow for a reasonable opportunity for the non-Prosecuting Party to review and comment thereon. The Prosecuting Party shall consider in good faith the requests and suggestions of the non-Prosecuting Party with respect to such drafts and with respect to strategies for filing and prosecuting such Patents in the Biohaven Territory and Highlightll Territory and furthermore shall incorporate such requests and suggestions subject to the Prosecuting Party's consent, such consent not to be unreasonably withheld, delayed or conditioned. If a Party decides not to prepare, file, prosecute or maintain a Licensed Patent or a Joint Patent in a country in the Biohaven Territory or Highlightll Territory, such Party shall provide reasonable prior written notice (at the latest [***] prior to the lapse of any Patent right) to the other Party of such intention and the other Party shall thereupon have the right, in its sole discretion, to assume the control and direction of the preparation, filing, prosecution and maintenance of such Licensed Patent or Joint Patent in such country at its sole cost and expense, whereupon such Party shall be deemed the Prosecuting Party with respect to such Patent. Notwithstanding the foregoing, any costs, expenses or taxes related to preparing, filing, prosecuting, maintaining or undertaking of other related activities with respect to Patents incurred on or after the Effective Date will be borne by the Prosecuting Party during the Term. The Parties shall, through mutually agreeable counsel, prepare, file, prosecute and maintain, at Biohaven's expense, the Licensed Patents and Joint Patents, including any related interference, *inter partes* review, post-grant review, re-issuance, re-examination and any other opposition proceedings with respect thereto, in the Biohaven Territory and Highlightll Territory that are not solely directed to the Licensed Compounds and Licensed Products and are not solely directed to the Peripheral TYK2/JAK1 Compounds.

5.2.2. **Cooperation.** The non-Prosecuting Party shall, and shall cause its Affiliates to, assist and cooperate with the Prosecuting Party, as the Prosecuting Party may reasonably request from time to time, in the preparation, filing, prosecution and maintenance of the Licensed Patents and Joint Patents (as the case may be) in the Territory under this Agreement, including that the non-Prosecuting Party shall, and shall ensure that its Affiliates, (i) offer its comments, if any, promptly, (ii) provide access to relevant documents and other evidence and make its employees available at reasonable business hours; *provided*, *however*, that neither Party shall be required to provide legally privileged information with respect to such intellectual property unless and until procedures reasonably acceptable to such Party are in place to protect such privilege; and *provided*, *further*, that the Prosecuting Party shall reimburse the non-Prosecuting Party for its reasonable and verifiable costs and expenses incurred in connection therewith.

5.2.3. **Patent Term Extension and Supplementary Protection Certificate**. Biohaven will have the sole responsibility to obtain patent term extensions (including any Regulatory Exclusivity Periods as may be available) in the Biohaven Territory including in the United States with respect to extensions pursuant to 35 U.S.C. §156 et. seq. and in other jurisdictions pursuant to supplementary protection certificates, and in all jurisdictions with respect to any other extensions that are now or become available in the future, wherever applicable, for the Licensed Patents and Joint Patents (as the case may be) and with respect to the Licensed Compounds and the Licensed Products, in each case including whether or not to do so. Highlightll will have the sole responsibility to obtain patent term extensions (including any Regulatory Exclusivity Periods as may be available) in the Highlightll Territory that are now or become available in the future, wherever applicable, for the Licensed Patents and Joint Patents (as the case may be) and with respect to the Licensed Compounds and the Licensed Products, in each case including whether or not to do so unless Biohaven has exercised its China ROFN. Notwithstanding the foregoing, neither Party will submit a Licensed Patent or Joint Patent that contains a Valid Claim that covers both Licensed Compounds and other compounds for applicable patent term extensions in its Territory without the prior consent of the other Party, which consent will not be unreasonably withheld.

5.2.4. **Common Ownership.** Notwithstanding anything to the contrary in this Article 5, neither Party shall have the right to make an election under 35 U.S.C. 102(c) when exercising its rights under this Article 5 without the prior written consent of the other Party. With respect to any such permitted election, the Parties shall coordinate their activities with respect to any submissions, filings or other activities in support thereof.

5.2.5. **Patent Listings.** Biohaven shall have the sole right and responsibility to make all filings with Regulatory Authorities in the Biohaven Territory with respect to the Licensed Patents and Joint Patents (as the case may be), including as required or allowed (i) in the United States, in the FDA's Orange Book or the FDA's Purple Book, as the case may be and (ii) in the European Union, under the national implementations of Article 10.1(a)(iii) of Directive 2001/EC/83 or other international equivalents. Highlightll shall have the sole right and responsibility to make all filings with Regulatory Authorities in the Highlightll Territory with respect to the Licensed Patents and Joint Patents (as the case may be) unless Biohaven has exercised its China ROFN.

5.3. Enforcement of Patents.

5.3.1. **Notice.** Each Party shall promptly notify the other Party in writing of (i) any alleged or threatened infringement of the Licensed Patents in any jurisdiction in the Biohaven Territory and Highlightll Territory or (ii) any certification filed under the Hatch-Waxman Act claiming that any Licensed Patents are invalid or unenforceable or claiming that any Licensed Patents would not be infringed by the making, use, offer for sale, sale or import of a product for which an application under the Hatch-Waxman Act is filed or any equivalent or similar certification or notice in any other jurisdiction , in each case ((i) and (ii)) of which such Party becomes aware (an "Infringement").

5.3.2. **Enforcement of Patents.**

(i) As between the Parties, Biohaven shall have the first right, but not the obligation, to prosecute any Infringement with respect to the Licensed Patents and Joint Patents in the Biohaven Territory, including as a defense or

counterclaim in connection with any Third Party Infringement Claim, at Biohaven's sole cost and expense, using counsel of Biohaven's choice provided that, if Highlightll reasonably believes that any proposed action to prosecute any Infringement with respect to the Licensed Patents and Joint Patents in the Biohaven Territory may materially adversely affect the scope or validity of the Licensed Patents or Joint Patents in the Highlightll Territory, the Parties will confer in good faith prior to Biohaven taking such action. If Biohaven declines to prosecute any Infringement with respect to the Licensed Patents or Joint Patents in the Biohaven Territory, then Highlightll reserves the right to prosecute the Infringement and Highlightll may (but will have no obligation to) prosecute such infringement at its own cost and expense.

(ii) As between the Parties, Highlightll shall have the first right, but not the obligation, to prosecute any Infringement with respect to the Licensed Patents and Joint Patents in the Highlightll Territory, including as a defense or counterclaim in connection with any Third Party Infringement Claim, at Highlightll's sole cost and expense, using counsel of Highlightll's choice; provided that, if Biohaven reasonably believes that any proposed action to prosecute any Infringement with respect to the Licensed Patents and and Joint Patents in the Highlightll Territory may materially adversely affect the scope or validity of the Licensed Patents or Joint Patents in the Biohaven Territory, the Parties will confer in good faith prior to Highlightll taking such action taking into account the economic value of the Licensed Patents and Joint Patents in the Biohaven Territory relative to the Highlightll Territory. If Highlightll declines to prosecute any Infringement with respect to the Licensed Patents or Joint Patents in the Highlightll Territory, then Biohaven reserves the right to prosecute the Infringement and Biohaven may (but will have no obligation to) prosecute such infringement at its own cost and expense.

(iii) For purposes of Section 5.3, the Party prosecuting any Infringement pursuant to the foregoing sentences with respect to a Patent shall be the "Enforcing Party." In the event Highlightll prosecutes any such Infringement in the Biohaven Territory or Highlightll Territory, Biohaven shall have the right to join as a party to such claim, suit or proceeding and participate with its own counsel at its sole cost and expense; *provided* that Highlightll shall retain control of the prosecution of such claim, suit or proceeding, including the response to any defense or defense of any counterclaim raised in connection therewith. In the event Biohaven prosecutes any such Infringement in the Biohaven Territory or Highlightll Territory, Highlightll shall have the right to join as a party to such claim, suit or proceeding and participate with its own counsel at its sole cost and expense; *provided* that Biohaven shall retain control of the prosecution of such claim, suit or proceeding, including the response to any defense or defense of any counterclaim raised in connection therewith.

(iv) Notwithstanding the foregoing, neither Party will enforce a Licensed Patent or Joint Patent that contains a Valid Claim that covers both Licensed Compounds and other compounds for alleged or threatened infringement in its Territory without the prior consent of the other Party, which consent will not be unreasonably withheld.

5.3.3. **Cooperation.** The Parties agree to cooperate fully in any Infringement action pursuant to this Section 5.3, including by making the inventors, applicable records and

documents (including laboratory notebooks) with respect to the relevant Patents available to the Enforcing Party on the Enforcing Party's request. With respect to an action controlled by the applicable Enforcing Party, the other Party shall, and shall cause its Affiliates to, assist and cooperate with the Enforcing Party, as the Enforcing Party may reasonably request from time to time, in connection with its activities set forth in this Section, including where necessary, furnishing a power of attorney solely for such purpose or joining in, or being named as a necessary party to, such action, providing access to relevant documents and other evidence and making its employees available at reasonable business hours; *provided* that**,** the Enforcing Party shall reimburse such other Party for its reasonable and verifiable costs and expenses incurred in connection therewith and that the other Party may request a reasonable indemnity against Third Party claims against the other Party resulting from such assistance or cooperation. Unless otherwise set forth herein, the Enforcing Party shall have the right to settle such claim; *provided* that neither Party shall have the right to settle any Infringement litigation under this Section 5.3 in a manner that has a material adverse effect on the rights or interest of the other Party or in a manner that imposes any costs or liability on or involves any admission by, the other Party, without the express written consent of such other Party (which consent shall not be unreasonably withheld, conditioned or delayed). In connection with any activities with respect to an Infringement action prosecuted by the applicable Enforcing Party pursuant to this Section 5.3 involving Patents Controlled by or licensed under Article 2 to the other Party, the Enforcing Party shall (i) consult with the other Party as to the strategy for the prosecution of such claim, suit or proceeding, (ii) consider in good faith any comments from the other Party with respect thereto and (iii) keep the other Party reasonably informed of any material steps taken and provide copies of all material documents filed, in connection with such action.

5.3.4. **Recovery.** Except as otherwise agreed by the Parties in connection with a cost sharing arrangement, any recovery realized as a result of such litigation described above in this Section 5.3 (whether by way of settlement or otherwise) shall be first, allocated to reimburse the Parties for their costs and expenses in making such recovery (which amounts shall be allocated pro rata if insufficient to cover the totality of such expenses). Any remainder after such reimbursement is made shall be retained by the Enforcing Party; *provided*, *however*, that any award or settlement received by; (i) Biohaven will be treated as Net Sales and be subject to royalties for the Calendar Quarter in which such amounts are received by Biohaven, and (ii) Highlightll will be treated as Net Sales subject to fees under Section 4.4.2 for the Calendar Quarter in which such amounts are received by Highlightll in the event of a Highlightll Territory Clinical Event.

5.4. Infringement Claims by Third Parties. If the Exploitation of a Licensed Product in the Territory pursuant to this Agreement results in, or is reasonably expected to result in, any claim, suit or proceeding by a Third Party alleging infringement by Biohaven or any of its Affiliates or its or their Sublicensees (a "**Third Party Infringement Claim**"), including any defense or counterclaim in connection with an Infringement action initiated pursuant to Section 5.3, the Party first becoming aware of such alleged infringement shall promptly notify the other Party thereof in writing. As between the Parties, Biohaven shall be responsible for defending any such claim, suit or proceeding at its sole cost and expense, using counsel of Biohaven's choice. Highlightll may participate in any such claim, suit or proceeding with counsel of its choice at its sole cost and expense; *provided* that Biohaven shall retain the right to control such claim, suit or proceeding. Highlightll shall, and shall cause its Affiliates to, assist and cooperate with Biohaven, as Biohaven may reasonably request from time to time, in connection with its activities set forth in this Section, including where necessary, furnishing a power of attorney solely for such purpose or joining in, or being named as a necessary party to, such action, providing

access to relevant documents and other evidence and making its employees available at reasonable business hours; *provided* that Biohaven shall reimburse Highlightll for its reasonable and verifiable costs and expenses incurred in connection therewith and that Highlightll may request a reasonable indemnity against Third Party claims against Highlightll resulting from such assistance or cooperation. Biohaven shall keep Highlightll reasonably informed of all material developments in connection with any such claim, suit or proceeding. Biohaven agrees to provide Highlightll with copies of all material pleadings filed in such action and to allow Highlightll reasonable opportunity to participate in the defense of the claims. Biohaven shall have the right to settle such Third Party Infringement Claims; *provided* that Biohaven shall not have the right to settle any Third Party Infringement Claim in a manner that has a material adverse effect on the rights or interest of Highlightll or in a manner that imposes any costs or liability on or involves any admission by Highlightll, without the express written consent of Highlightll (which consent shall not be unreasonably withheld, conditioned or delayed). Any damages, including royalties incurred in connection with any Third Party Infringement Claim defended under this Section 5.4 shall be borne by Biohaven.

5.5. Invalidity or Unenforceability Defenses or Actions. Each Party shall promptly notify the other Party in writing of any alleged or threatened assertion of invalidity or unenforceability of any of the Licensed Patents or Joint Patents by a Third Party and of which such Party becomes aware. The Parties shall endeavor to cooperate in the defense of the validity and enforceability of the affected Patents.

5.6. Third Party Patent Rights. If in the reasonable opinion of Biohaven, the Exploitation of the Licensed Compounds or Licensed Product in the Biohaven Territory by Biohaven, any of its Affiliates or any of its or their Sublicensees infringes or is reasonably expected to infringe any Patent of a Third Party in any country in the Biohaven Territory (such right, a "**Third Party Patent Right**"), then, as between the Parties, Biohaven shall have the right, but not the obligation, to negotiate and obtain a license from such Third Party owning such Third Party Patent Right as necessary or desirable for Biohaven or its Affiliates or its or their Sublicensees to Exploit the Licensed Compounds and Licensed Products in the Biohaven Field in such country; *provided* that (i) subject to Section 4.4.4 (as applicable), as between the Parties, Biohaven shall bear all expenses incurred in connection therewith, including any royalties, milestones or other payments incurred under any such license. Biohaven will notify Highlightll in advance of entering into any such license for a Third Party Patent Right to provide Highlightll an opportunity to negotiate an agreement with the Third Party for the Highlightll Territory. Upon reasonable request by Highlightll, Biohaven will provide a copy of any such license to Highlightll, which Highlightll will treat as the Confidential Information of Biohaven.

5.7. Joint IP. Subject to the terms and conditions of this Agreement including, but not limited to, the licenses and rights granted in this Agreement, the Parties' obligations with respect to Competitive Compounds, and the Parties' maintenance, prosecution, and enforcement rights with respect to Joint IP, either Party may use or license any Joint IP within their respective Territory without the consent of and without accounting to the other Party provided such use and/or license is not inconsistent with any of the terms of this Agreement.

Article 6
CONFIDENTIALITY AND NON-DISCLOSURE

6.1. Confidentiality Obligations. At all times during the term of this Agreement and for a period of [***] following termination or expiration hereof in its entirety, each Party shall and shall cause its Affiliates and its and their Sublicensees as well as all officers, directors, employees and agents of the foregoing entities to, keep confidential and not publish or otherwise disclose to a Third Party and not use, directly or indirectly, for any purpose, any Confidential Information furnished or otherwise made known to it, directly or indirectly, by the other Party, except to the extent such disclosure or use is expressly permitted by the terms of this Agreement. "Confidential Information" means any technical, business or other information provided by or on behalf of one Party to the other Party, including information relating to the terms of this Agreement (subject to Section 6.2 and Section 6.4), information relating to the Licensed Compound(s), Peripheral TYK2/JAK1 Compound(s), or any Licensed Product(s) (including the Regulatory Documentation), any Development or Commercialization of the Licensed Compound(s), Peripheral TYK2/JAK1 Compound(s), or any Licensed Product(s), any know-how with respect thereto developed by or on behalf of the disclosing Party or its Affiliates (including Biohaven Know-How and Highlightll Know-How, as applicable) or the scientific, regulatory or business affairs or other activities of either Party. Notwithstanding the foregoing, the terms of this Agreement shall be deemed to be the Confidential Information of both Parties and both Parties shall be deemed to be the receiving Party and the disclosing Party with respect thereto. Notwithstanding the foregoing, the confidentiality and non-use obligations under this Section 6.1 with respect to any Confidential Information shall not include any information that:

6.1.1. is or hereafter becomes part of the public domain by public use, publication, general knowledge or the like through no breach of this Agreement by the receiving Party;

6.1.2. can be demonstrated by documentation or other competent proof to have been in the receiving Party's possession prior to disclosure by the disclosing Party without any obligation of confidentiality with respect to such information;

6.1.3. is subsequently received by the receiving Party from a Third Party who is not bound by any obligation of confidentiality with respect to such information;

6.1.4. has been published by a Third Party or otherwise enters the public domain through no fault of the receiving Party in breach of this Agreement; or

6.1.5. can be demonstrated by documentation or other competent evidence to have been independently developed by or for the receiving Party without reference to the disclosing Party's Confidential Information.

Specific aspects or details of Confidential Information shall not be deemed to be within the public domain or in the possession of the receiving Party merely because the Confidential Information is embraced by more general information in the public domain or in the possession of the receiving Party. Further, any combination of Confidential Information shall not be considered in the public domain or in the possession of the receiving Party merely because individual elements of such Confidential Information are in the public domain or in the possession of the receiving Party unless the combination and its principles are in the public domain or in the possession of the receiving Party.

6.2. Permitted Disclosures. Each Party may disclose the other Party's Confidential Information to the extent that such disclosure is:

6.2.1. made in response to a valid order of a court of competent jurisdiction or other supra-national, federal, national, regional, state, provincial and local governmental or regulatory body of competent jurisdiction or, if in the reasonable opinion of the receiving Party's legal counsel, such disclosure is otherwise required by law, including by reason of filing with securities regulators; *provided*, *however*, that the receiving Party shall first have given notice to the disclosing Party and given the disclosing Party a reasonable opportunity to quash such order or to obtain a protective order or confidential treatment requiring that the Confidential Information and documents that are the subject of such order be held in confidence by such court or agency or, if disclosed, be used only for the purposes for which the order was issued; and *provided*, *further*, that the Confidential Information disclosed in response to such court or governmental order shall be limited to that information which is legally required to be disclosed in response to such court or governmental order;

6.2.2. made by or on behalf of the receiving Party to the Regulatory Authorities as required in connection with any filing, application or request for Regulatory Approval; *provided*, *however*, that reasonable measures shall be taken to assure confidential treatment of such information to the extent practicable and consistent with Applicable Law;

6.2.3. made by or on behalf of the receiving Party to a patent authority as may be reasonably necessary or useful for purposes of obtaining or enforcing a Patent; *provided*, *however*, that reasonable measures shall be taken to assure confidential treatment of such information, to the extent such protection is available and the disclosing Party (the Party that owns the Confidential Information and provided said Confidential Information to the receiving Party) must be provided at least a [***] prior notice by the receiving Party of receiving Party's intention to disclose the disclosing Party's Confidential Information and the disclosing Party reserves the right to object to any disclosure of disclosing Party's Confidential Information by the receiving Party;

6.2.4. made by or on behalf of the receiving Party in prosecuting or defending litigation in relation to the Licensed IP or Joint Patents or this Agreement, including responding to a subpoena in a Third Party litigation; *provided*, *however*, that reasonable measures shall be taken to assure confidential treatment of such information, to the extent such protection is available; or

6.2.5. made by or on behalf of the receiving Party to potential or actual investors**,** acquirers or collaborators as may be necessary in connection with their evaluation of such potential or actual investment or acquisition; *provided*, *however*, that such persons shall be subject to obligations of confidentiality and non-use with respect to such Confidential Information substantially similar to the obligations of confidentiality and non-use of the receiving Party pursuant to this Article 6 (with a duration of confidentiality and non-use obligations as appropriate that is no less than [***] from the date of disclosure, unless otherwise agreed by Biohaven and Highlightll); *provided*, *further*, that if either Party seeks to disclose the terms of this Agreement to potential investors or acquirers, the Party seeking to disclose this Agreement must obtain the other Party's prior written consent before disclosing this Agreement (such consent not to be unreasonably withheld, delayed or conditioned).

6.3. Use of Name. Except as expressly provided herein, neither Party shall mention or otherwise use the name, logo or Trademark of the other Party or any of its Affiliates or any of its or their (sub)licensees (including Sublicensees) or licensors (or any abbreviation or adaptation thereof) in any publication, press release, marketing and promotional material or other form of publicity without the prior written approval of such other Party in each instance. The restrictions imposed by this Section 6.3 shall not prohibit either Party from making any disclosure identifying the other Party that is required by Applicable Law or the rules of a stock exchange on which the securities of the disclosing Party are listed (or to which an application for listing has been submitted).

6.4. Public Announcements. The Parties have agreed that neither Party shall issue any public announcement, press release or other public disclosure regarding this Agreement or its subject matter without the other Party's prior written consent, except for any such disclosure that is, in the opinion of the disclosing Party's counsel, required by Applicable Law or the rules of a stock exchange on which the securities of the disclosing Party are listed (or to which an application for listing has been submitted). In the event a Party is, in the opinion of its counsel, required by Applicable Law or the rules of a stock exchange on which its securities are listed (or to which an application for listing has been submitted) to make such a public disclosure, such Party shall submit the proposed disclosure in writing to the other Party as far in advance as reasonably practicable (and in no event less than [***] prior to the anticipated date of disclosure provided that Applicable Law does not require an earlier disclosure) so as to provide a reasonable opportunity to comment thereon. Neither Party shall be required to seek the permission of the other Party to repeat any information regarding the terms of this Agreement or any amendment hereto that has already been publicly disclosed by such Party or by the other Party, in accordance with this Section 6.4; *provided* that such information remains accurate as of such time and provided the frequency and form of such disclosure are reasonable.

6.5. Publications. The Parties recognize the desirability of publishing and publicly disclosing the results of, and information regarding, activities under this Agreement. Accordingly, each Party shall be free to publicly disclose the results of, and information regarding, activities under this Agreement, subject to prior review by the other Party of any disclosure of the other Party's Confidential Information for issues of patentability and protection of such Confidential Information, in a manner consistent with Applicable Law and industry practices, as provided in this Section 6.5. Accordingly, prior to publishing or disclosing any results of, or information regarding, activities under this Agreement, the publishing Party shall provide the non-publishing Party with drafts of proposed abstracts, manuscripts or summaries of presentations that cover such results or information. The non-publishing Party shall respond promptly through its designated representative and in any event no later than [***] after receipt of such proposed publication or presentation or such shorter period as may be required by the publication or presentation. The disclosing Party agrees to allow a reasonable period (not to exceed [***]) to permit filings for patent protection and to otherwise address issues of Confidential Information or related competitive harm to the reasonable satisfaction of the non-publishing Party.

6.6. Return of Confidential Information. Upon the effective date of the expiration or termination of this Agreement for any reason, either Party may request in writing and the non-requesting Party shall either, with respect to the requesting Party's Confidential Information to which such non-requesting Party does not retain rights under the surviving provisions of this Agreement, at the requesting Party's election, (i) promptly destroy all copies of such Confidential Information in the possession or control of the non-requesting Party and confirm such destruction in writing to the requesting Party or (ii) promptly deliver to the requesting Party, at the requesting Party's sole cost and expense, all copies of such Confidential Information in the possession or control of the non-requesting Party. Notwithstanding the foregoing, the non-requesting Party shall be permitted to retain such

Confidential Information (x) to the extent necessary or useful for purposes of performing any continuing obligations or exercising any ongoing rights hereunder and, in any event, a single copy of such Confidential Information for archival purposes and (y) any computer records or files containing such Confidential Information that have been created solely by such non-requesting Party's automatic archiving and back-up procedures, to the extent created and retained in a manner consistent with such non-requesting Party's standard archiving and back-up procedures, but not for any other uses or purposes. All Confidential Information shall continue to be subject to the terms of this Agreement for the period set forth in Section 6.1.

6.7. Privileged Communications. In furtherance of this Agreement, it is expected that the Parties may, from time to time, disclose to one another privileged communications with counsel, including opinions, memoranda, letters and other written, electronic and verbal communications. Such disclosures are made with the understanding that they shall remain confidential in accordance with this Article 6, that they will not be deemed to waive any applicable attorney-client or attorney work product or other privilege and that they are made in connection with the shared community of legal interests existing between Highlightll and Biohaven, including the community of legal interests in avoiding infringement of any valid, enforceable patents of Third Parties and maintaining the validity of the Licensed Patents or Joint Patents.

Article 7
REPRESENTATIONS AND WARRANTIES

7.1. Mutual Representations and Warranties. Highlightll and Biohaven each represents and warrants to the other, as of the Effective Date, and covenants, that:

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

7.1.2. The execution and delivery of this Agreement and the performance by it of the transactions contemplated hereby have been duly authorized and do not violate: (i) such Party's charter documents, bylaws or other organizational documents; (ii) in any material respect, any agreement, instrument or contractual obligation to which such Party is bound; (iii) any requirement of any Applicable Law; or (iv) any order, writ, judgment, injunction, decree, determination or award of any court or governmental agency presently in effect applicable to such Party;

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

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

7.1.5. It will comply with all Applicable Laws in the Territory in connection with the performance of its duties hereunder;

7.1.6. All necessary consents, approvals and authorizations of all governmental authorities and other Persons required to be obtained by such Party in connection with this Agreement have been or will be obtained.

7.1.7. Neither it nor any of its Affiliates has been debarred or is subject to debarment and neither it nor any of its Affiliates will use in any capacity, in connection with the services to be performed under this Agreement, any Person who has been debarred pursuant to Section 306 of the FFDCA or who is the subject of a conviction described in such section. It will inform the other Party in writing promptly if it or any such Person who is performing services hereunder is debarred or is the subject of a conviction described in Section 306 or if any action, suit, claim, investigation or legal or administrative proceeding is pending or, to the best of its or its Affiliates' Knowledge, is threatened, relating to the debarment or conviction of it or any such Person performing services hereunder.

7.2. Additional Representations and Warranties of Highlightll. Highlightll further represents and warrants to Biohaven, as of the Effective Date, that: (i) Highlightll Controls the Licensed Patents and has the right to grant the sublicensable licenses specified herein; (ii) Highlightll has not received any written communication, claim or demand alleging that (a) the Licensed Patents are invalid or unenforceable or (b) the development of the Licensed Compounds as conducted by Highlightll prior to the Effective Date, infringes any Patent owned by any Third Party or otherwise misappropriates any intellectual property right of any Third Party; and (iii) to Highlightll's Knowledge, no Person is infringing or threatening to infringe the Licensed Patents. Highlightll further represents and warrants to Biohaven, as of the Effective Date, that: (a) no Third Party has challenged in writing the ownership, scope, duration, priority or right to use any of the Licensed Patents, (b) all fees required to be paid by Highlightll in any jurisdiction in order to maintain the Licensed Patents have been timely paid, (c) Highlightll has not previously assigned, transferred, conveyed, or granted any license or other rights to its right, title and interest in the Licensed Patents or the Highlightll Know How, in any way that would materially conflict with or materially limit the scope of any of the rights or licenses granted to Biohaven hereunder, and (d) Highlightll's right, title and interest to all the Licensed Patents are free of any lien or security interest.

7.3. Additional Representations and Warranties of Biohaven. Biohaven further represents and warrants to Highlightll, as of the Effective Date, that Biohaven: (i) has conducted its own investigation and analysis of the Licensed Patents as such rights relate to the Exploitation of the Licensed Compounds and Licensed Products as contemplated hereunder; (ii) understands the complexity and uncertainties associated with possible claims of infringement of Patent or other proprietary rights of Third Parties, particularly those relating to pharmaceutical products; and (iii) acknowledges and agrees that it is solely responsible for the risks of such claims, except as otherwise provided in this Agreement.

7.4. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH HEREIN, NEITHER PARTY MAKES ANY REPRESENTATIONS OR GRANTS ANY WARRANTIES, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, BY STATUTE OR OTHERWISE AND EACH PARTY SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, WHETHER WRITTEN OR ORAL OR EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR

USE OR PURPOSE OR ANY WARRANTY AS TO THE VALIDITY OF ANY PATENTS OR THE NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES.

7.5. ADDITIONAL WAIVER. BIOHAVEN AGREES THAT: (i) THE LICENSED PATENTS ARE LICENSED "AS IS," "WITH ALL FAULTS," AND "WITH ALL DEFECTS," AND BIOHAVEN EXPRESSLY WAIVES ALL RIGHTS TO MAKE ANY CLAIM WHATSOEVER AGAINST HIGHLIGHTLL AND ITS AFFILIATES FOR MISREPRESENTATION OR FOR BREACH OF PROMISE, GUARANTEE OR WARRANTY OF ANY KIND RELATING TO THE LICENSED PATENTS; AND (ii) BIOHAVEN AGREES THAT, EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 7.2, HIGHLIGHTLL AND ITS AFFILIATES WILL HAVE NO LIABILITY TO BIOHAVEN FOR ANY ACT OR OMISSION IN THE PREPARATION, FILING, PROSECUTION, MAINTENANCE, ENFORCEMENT, DEFENSE OR OTHER HANDLING OF THE LICENSED PATENTS.

7.6. RESTRICTIVE COVENANT. Highlightll, on behalf of itself, it Affiliates and sublicensees will not Develop, Commercialize or Exploit any Licensed Compounds or Licensed Products for any non-human use, for example use in animals, without the prior written consent of Biohaven, which consent will not be unreasonably withheld.

Article 8
INDEMNITY

8.1. Indemnification of Highlightll. Biohaven shall indemnify, defend and hold harmless Highlightll, its Affiliates and their respective trustees, officers, medical and professional staff, employees and agents and their respective successors, heirs and assigns (the "Highlightll Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments: arising out of any theory of product liability (including, but not limited to, actions in the form of contract, tort, warranty, or strict liability) concerning any Licensed Compound or Licensed Product made, used or sold by Biohaven, its Affiliates or Sublicensees or any right or license granted by Biohaven under this Agreement. Biohaven's indemnification under this Section 8.1 shall not apply to liability, damage, loss or expense to the extent that it is directly attributable to the grossly negligent activities, reckless misconduct or intentional misconduct of the Highlightll Indemnitees. Biohaven agrees, at its own expense, to provide attorneys reasonably acceptable to Highlightll to defend against any actions brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought. This Section 8.1 shall survive expiration or termination of this Agreement.

8.2. Indemnification of Biohaven. Highlightll shall indemnify, defend and hold harmless Biohaven, its Affiliates and their respective directors, officers, employees and agents and their respective successors, heirs and assigns (the "Biohaven Indemnitees"), against any liability, damage, loss or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Indemnitees or any one of them in connection with any claims, suits, actions, demands or judgments: arising out of any theory of product liability (including, but not limited to, actions in the form of contract, tort, warranty, or strict liability) concerning any Licensed Compound or Licensed Product made, used or sold by Highlightll, its Affiliates or Sublicensees, or any right or license granted by Highlightll under this. Highlightll's indemnification under this Section 8.2 shall not apply to liability, damage, loss or expense to the extent that it is directly attributable to the grossly negligent activities, reckless misconduct or intentional misconduct of the Biohaven Indemnitees. Highlightll agrees, at its own expense, to provide attorneys reasonably acceptable to Biohaven to defend against any actions

brought or filed against any party indemnified hereunder with respect to the subject of indemnity contained herein, whether or not such actions are rightfully brought. This Section 8.2 shall survive expiration or termination of this Agreement.

8.3. Indemnification Procedures.

8.3.1. **Notice of Claim.** All indemnification claims in respect of a Party, its Affiliates or its or their (sub)licensees/licensors or their respective directors, officers, employees and agents shall be made solely by such Party to this Agreement (the "**Indemnified Party**"). The Indemnified Party shall give the indemnifying Party prompt written notice (an "**Indemnification Claim Notice**") of any Losses or discovery of fact upon which such indemnified Party intends to base a request for indemnification under this Article 8, but in no event shall the indemnifying Party be liable for any Losses that result from any delay in providing such notice. Each Indemnification Claim Notice must contain a description of the claim and the nature and amount of such Loss (to the extent that the nature and amount of such Loss is known at such time). The Indemnified Party shall furnish promptly to the indemnifying Party copies of all papers and official documents received in respect of any Losses and Third Party Claims.

8.3.2. **Control of Defense.** The indemnifying Party shall have the right to assume the defense of any Third Party Claim by giving written notice to the Indemnified Party within [***] after the indemnifying Party's receipt of an Indemnification Claim Notice; *provided* that the indemnifying Party expressly agrees to defend the claim against the Indemnified Party with respect to such Third Party Claim. The assumption of the defense of a Third Party Claim by the indemnifying Party shall not be construed as an acknowledgment that the indemnifying Party is liable to indemnify the Indemnified Party in respect of the Third Party Claim, nor shall it constitute a waiver by the indemnifying Party of any defenses it may assert against the Indemnified Party's claim for indemnification. Upon assuming the defense of a Third Party Claim, the indemnifying Party may appoint as lead counsel in the defense of the Third Party Claim any legal counsel selected by the indemnifying Party; *provided* that it obtains the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). In the event the indemnifying Party assumes the defense of a Third Party Claim, the Indemnified Party shall immediately deliver to the indemnifying Party all original notices and documents (including court papers) received by the Indemnified Party in connection with the Third Party Claim. Should the indemnifying Party assume and diligently continue the defense of a Third Party Claim, except as provided in Section 8.3.3, the indemnifying Party shall not be liable to the Indemnified Party for any legal expenses subsequently incurred by such Indemnified Party in connection with the analysis, defense or settlement of the Third Party Claim unless specifically requested in writing by the indemnifying Party. In the event that it is ultimately determined that the indemnifying Party is not obligated to indemnify, defend or hold harmless the Indemnified Party from and against the Third Party Claim, the Indemnified Party shall reimburse the indemnifying Party for any and all reasonable and verifiable costs and expenses (including attorneys' fees and costs of suit) and any Losses incurred by the indemnifying Party in accordance with this Article 8 in its defense of the Third Party Claim.

8.3.3. **Right to Participate in Defense.** Any Indemnified Party shall be entitled to participate in the defense of such Third Party Claim and to employ counsel of its choice for such purpose; *provided*, *however*, that such employment shall be at the Indemnified Party's sole cost and expense unless (i) the employment thereof has been specifically authorized in writing by

the indemnifying Party in writing (in which case, the defense shall be controlled as provided in Section 8.3.2), (ii) the indemnifying Party has failed to assume (or diligently continue) the defense and employ counsel in accordance with Section 8.3.2 (in which case the Indemnified Party shall control the defense) or (iii) the interests of the indemnitee and the indemnifying Party with respect to such Third Party Claim are sufficiently adverse to prohibit the representation by the same counsel of both Parties under Applicable Law, ethical rules or equitable principles (in which case, the Indemnified Party shall control its defense).

8.3.4. **Settlement.** With respect to all other Losses in connection with Third Party Claims, where the indemnifying Party has assumed the defense of the Third Party Claim in accordance with Section 8.3.2, the indemnifying Party shall have authority to consent to the entry of any judgment, enter into any settlement or otherwise dispose of such Loss; *provided* it obtains the prior written consent of the Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). If the indemnifying Party does not assume and conduct the defense of a Third Party Claim as provided above, the Indemnified Party may defend against such Third Party Claim; *provided* that the Indemnified Party shall not settle any Third Party Claim without the prior written consent of the indemnifying Party (which consent shall not be unreasonably withheld, conditioned or delayed).

8.3.5. **Cooperation.** Regardless of whether the indemnifying Party chooses to defend or prosecute any Third Party Claim, the Indemnified Party shall and shall cause each indemnitee to, cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, provide such witnesses and attend such conferences, discovery proceedings, hearings, trials and appeals as may be reasonably requested in connection therewith. Such cooperation shall include access during normal business hours afforded to the indemnifying Party to and reasonable retention by the Indemnified Party of, records and information that are reasonably relevant to such Third Party Claim and making Indemnified Parties and other employees and agents available on a mutually convenient basis to provide additional information and explanation of any material provided hereunder and the indemnifying Party shall reimburse the Indemnified Party for all its, its Affiliates' and its and their (sub)licensees'/licensors' or their respective directors', officers', employees' and agents', as applicable, reasonable costs and verifiable out-of-pocket expenses in connection therewith.

8.3.6. **Expenses.** Except as provided above, the costs and expenses, including fees and disbursements of counsel, incurred by the Indemnified Party and its Affiliates and its and their (sub)licensees/licensors and their respective directors, officers, employees and agents, as applicable, in connection with any claim shall be reimbursed on a Calendar Quarter basis by the indemnifying Party, without prejudice to the indemnifying Party's right to contest the Indemnified Party's right to indemnification and subject to refund in the event the indemnifying Party is ultimately held not to be obligated to indemnify the Indemnified Party.

8.4. Special, Indirect and Other Losses. EXCEPT (i) IN THE EVENT OF THE WILLFUL MISCONDUCT OR FRAUD OF A PARTY OR(ii) TO THE EXTENT ANY SUCH DAMAGES ARE REQUIRED TO BE PAID TO A THIRD PARTY AS PART OF A CLAIM FOR WHICH A PARTY PROVIDES INDEMNIFICATION UNDER THIS ARTICLE 8, NEITHER PARTY NOR ANY OF ITS AFFILIATES OR (SUB)LICENSEES OR LICENSORS SHALL BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE FOR ANY SPECIAL OR PUNITIVE DAMAGES OR FOR LOSS OF PROFITS SUFFERED BY THE OTHER PARTY.

8.5. Insurance. Biohaven shall, at its own cost and expense procure and maintain Commercial General Liability (CGL) insurance or other coverage in amounts not less than $[***] per incident or occurrence and $[***] annual aggregate.

Article 9
TERM AND TERMINATION

9.1. Term and Expiration. This Agreement shall commence on the Effective Date and, unless earlier terminated in accordance herewith, shall continue in force and effect on a country-by-country basis and Licensed Product-by-Licensed Product basis until the date of expiration of the Royalty Term for the given Licensed Product in the applicable country (such period, the "Term").

9.2. Termination.

9.2.1. **Material Breach.** In the event that either Party (the "**Breaching Party**") shall be in material breach in the performance of any of its obligations under this Agreement, in addition to any other right and remedy the other Party (the "Non-Breaching Party") may have, the Non-Breaching Party may terminate this Agreement by providing [***] (the "Notice Period") prior written notice (the "Termination Notice") to the Breaching Party and specifying the breach and its claim of right to terminate; *provided* that the termination shall not become effective at the end of the Notice Period if the Breaching Party cures the breach specified in the Termination Notice during the Notice Period (or, if such default cannot be cured within the Notice Period, if the Breaching Party commences actions to cure such breach within the Notice Period and thereafter diligently continues such actions). At Biohaven's option, instead of termination for an uncured material breach by HighlightII, Biohaven may reduce the payments otherwise due to HighlightII under this Agreement by: (i) an amount that is mutually agreed by the Parties; or (ii) the damages that have been finally awarded to Biohaven in a non-appealable court decision against HighlightII. The Parties agree that a breach by; (i) Biohaven of its obligations pursuant to Section 3.1.1(iv) or 3.3.1 shall constitute a material breach of this Agreement by Biohaven; and (ii) HighlightII of its obligations pursuant to Section 3.1.1(ii) or 3.3.1 shall constitute a material breach of this Agreement by HighlightII.

9.2.2. **Termination by HighlightII.**

In the event that Biohaven or any of its Affiliates or Sublicensees or Distributors, anywhere in the Biohaven Territory, institutes, prosecutes or otherwise participates in (or in any way aids any Third Party in instituting, prosecuting or participating in), at law or in equity or before any administrative or regulatory body, including the U.S. Patent and Trademark Office or its foreign counterparts, any claim, demand, action or cause of action for declaratory relief, damages or any other remedy or for an enjoinment, injunction or any other equitable remedy, including any interference, re-examination, *inter partes* review, post-grant review, opposition or any similar proceeding, alleging that any claim in a Licensed Patent is invalid, unenforceable or otherwise not patentable or would not be infringed by Biohaven's, its Affiliates' or its or their Sublicensees or Distributors activities absent the rights and licenses granted hereunder, HighlightII shall have the right to immediately terminate this Agreement in its entirety, including the rights granted by Biohaven to any of its Affiliates and its and their Sublicensees, upon written notice to Biohaven.

9.2.3. **Termination by Biohaven**.

Biohaven shall have the right to terminate this Agreement in its entirety or on a country-by-country basis, without cause, as follows:

(i) upon [***] prior written notice in the case where approval of a Marketing Approval Application has not yet been obtained for a Licensed Product;

(ii) upon [***] prior written notice in the case where approval of a Marketing Approval Application has been obtained for a Licensed Product; however Licensed Product must no longer be sold by Biohaven and/or its Sublicensees and/or its Affiliates in the terminated country;

such termination to be effective at the end of such notice period.

9.2.4. **Termination for Insolvency.** In the event that either Party (i) files for protection under bankruptcy or insolvency laws, (ii) makes an assignment for the benefit of creditors, (iii) appoints or suffers appointment of a receiver or trustee over substantially all of its property that is not discharged within [***] after such filing, (iv) proposes a written agreement of composition or extension of its debts, (v) proposes or is a party to any dissolution or liquidation, (vi) files a petition under any bankruptcy or insolvency act or has any such petition filed against that is not discharged within [***] of the filing thereof or (vii) admits in writing its inability generally to meet its obligations as they fall due in the general course, then the other Party may terminate this Agreement in its entirety effective immediately upon written notice to such Party.

9.3. Rights in Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by Biohaven or Highlightll are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, licenses of right to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. The Parties agree that the Parties, as licensees of such rights under this Agreement, shall retain and may fully exercise all of their rights and elections under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction. The Parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against either Party under the U.S. Bankruptcy Code or any analogous provisions in any other country or jurisdiction, the Party hereto that is not a Party to such proceeding shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, which, if not already in the non-subject Party's possession, shall be promptly delivered to it (i) upon any such commencement of a bankruptcy proceeding upon the non-subject Party's written request therefor, unless the Party subject to such proceeding elects to continue to perform all of its obligations under this Agreement or (ii) if not delivered under clause (i) above, following the rejection of this Agreement by or on behalf of the Party subject to such proceeding upon written request therefor by the non-subject Party.

9.4. Remedies. Except as otherwise expressly provided herein, termination of this Agreement (either in its entirety or with respect to one (1) or more country(ies)) in accordance with the provisions hereof shall not limit remedies that may otherwise be available in law or equity.

9.5. Effects of Expiration and Termination.

9.5.1. Upon early termination (but not expiration) of this Agreement by Biohaven under Section 9.2.3 either in a country or in its entirety, the following effects of termination shall apply and shall be effective as of the effective date of such termination in such country or worldwide, respectively:

(i) The rights and licenses in such country or worldwide as applicable granted to Biohaven under Sections 2.1.1, 2.1.2, and 2.3, shall terminate and any sublicenses granted under those licenses shall also terminate, except as otherwise agreed by the Parties with respect to Sublicensees on a case-by-case basis; and

(ii) Upon Highlightll's request, Biohaven shall: (a) grant Highlightll a non-exclusive license, with the right to grant sublicenses through multiple tiers, under the Biohaven IP to Exploit Licensed Compounds and Licensed Products in the Field in such country or worldwide as applicable under commercially reasonable terms and conditions including, without limitation, a royalty; (b) transfer to Highlightll, at Highlightll 's reasonable costs and expense, (1) all Regulatory Materials in such country or worldwide as applicable; (2) all Regulatory Approvals in effect as of the date of such termination in such country or worldwide as applicable; (3) any and all material information pertaining to the Development and Commercialization of Licensed Compounds and Licensed Products reasonably necessary to Develop and Commercialize Licensed Compounds and Licensed Products in such country or worldwide as applicable , including any and all material submissions, documents or correspondence to a Regulatory Authority for Licensed Compounds and Licensed Products and clinical trial data pertaining to the Biohaven Territory;; and (c) take such other reasonable actions and execute such other instruments, assignments and documents as may be necessary to effect and evidence such transfers at Highlightll's expense.

9.5.2. Upon early termination (but not expiration) of this Agreement by Biohaven under Section 9.2.1 or 9.2.4, the following effects of termination shall apply and shall be effective as of the effective date of such termination:

(i) The rights and licenses granted to Biohaven under Sections 2.1.1, 2.1.2 and 2.3 shall terminate and any sublicenses granted under those licenses shall also terminate, except as otherwise agreed by the Parties with respect to Sublicensees on a case-by-case basis;

(ii) The rights and licenses granted to Highlightll under Section 2.2 shall terminate;

(iii) Highlightll shall have no license under the Biohaven IP and no right to use Biohaven's Regulatory Materials and Regulatory Approvals, material submissions, documents and correspondence submitted to a Regulatory Authority for Licensed Compounds and Licensed Products or clinical trial data pertaining to the Biohaven Territory for any purpose; and

(iv) Nothing in this Section 9.5.2 shall be deemed to limit any remedy to which Biohaven may be entitled under Applicable Law.

9.5.3. Upon early termination (but not expiration) of this Agreement by Highlightll under Sections 9.2.1, 9.2.2 or 9.2.4 the following effects of termination shall apply and shall be effective as of the effective date of such termination:

(i) The rights and licenses granted to Biohaven under Sections 2.1.1, 2.1.2 and 2.3 shall terminate and any sublicenses granted under those licenses shall also terminate, except as otherwise agreed by the Parties with respect to Sublicensees on a case-by-case basis;

(ii) Upon Highlightll's request, Biohaven shall: (a) grant Highlightll a non-exclusive license, with the right to grant sublicenses through multiple tiers, under the Biohaven IP to Exploit Licensed Compounds and Licensed Products in the Field in the Biohaven Territory under commercially reasonable terms and conditions, including, without limitation, that the license shall be royalty-free; (b) transfer to Highlightll, at Highlightll 's reasonable costs and expense, (1) all Regulatory Materials; (2) all Regulatory Approvals in the Biohaven Territory in effect as of the date of such termination; (3) any and all material information pertaining to the Development and Commercialization of Licensed Compounds and Licensed Products in the Biohaven Territory, including any and all material submissions, documents or correspondence to a Regulatory Authority for Licensed Compounds and Licensed Products and clinical trial data pertaining to the Biohaven Territory; and (c) take such other reasonable actions and execute such other instruments, assignments and documents as may be necessary to effect and evidence such transfer at Highlightll's expense; and

(iii) Nothing in this Section 9.5.3 shall be deemed to limit any remedy to which Highlightll may be entitled under Applicable Law.

9.6. Additional Effects of Termination. Without limiting Section 9.5, upon termination of this Agreement by either Party, the following additional effects of termination shall apply and shall be effective as of the effective date of such termination:

9.6.1. If a Licensed Compound or Licensed Product has been Commercialized at the time of termination, then Biohaven shall have the right to sell its inventory of such Licensed Product or Licensed Compound for a period of [***] following the effective date of termination (including the right to complete the manufacturing of any works-in-process at the of termination) subject to payment of royalties pursuant to Section 4.4. Upon the expiration of such [***] period, Highlightll shall have the right to purchase from Biohaven any or all of the inventory of Licensed Compound or Licensed Products held by Biohaven or its Affiliates as of the effective date of termination, at a reasonable price determined by Biohaven.

9.6.2. Upon Highlightll's request, for terminations other than by Biohaven under Section 9.2.1 or 9.2.4, the Parties shall jointly prepare in good faith a transition plan pursuant to which Biohaven shall disclose to Highlightll all Biohaven IP, to the extent not already known to Highlightll, necessary to practice the license granted in Section 9.5.1 and 9.5.3.

9.7. Accrued Rights; Surviving Obligations. Termination or expiration of this Agreement (either in its entirety or with respect to one (1) or more country(ies)) for any reason shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such termination or

expiration. Such termination or expiration shall not relieve a Party from obligations that are expressly indicated to survive the termination or expiration of this Agreement. Without limiting the foregoing, Sections 1, 3.1.3, 3.3.3, 4.4-4.8 (to the extent any royalties due were not reported and paid prior to termination or expiration), 4.9,4.10-4.11 (to the extent any period has not been previously audited prior to termination or expiration), 5.1, 5.2 (solely with respect to Joint Patents), 5.3 (solely with respect to Joint Patents), 5.5 (solely with respect to Joint Patents), 5.7 (solely with respect to Joint Patents), 6, , 8, 9.4, 9.5, 9.6, 9.7, 10.5, and 10.6, of this Agreement shall survive the termination or expiration of this Agreement for any reason.

Article 10
MISCELLANEOUS

10.1. Force Majeure. Neither Party shall be held liable or responsible to the other Party or be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any term of this Agreement (other than an obligation to make payments) when such failure or delay is caused by or results from events beyond the reasonable control of the non-performing Party, including fires, floods, earthquakes, hurricanes, embargoes, shortages, pandemics, epidemics, quarantines, war, acts of war (whether war be declared or not), terrorist acts, insurrections, riots, civil commotion, national strikes, lockouts or other labour disturbances (not involving the workforce of the non-performing Party), acts of God or acts, omissions or delays in acting by any governmental authority (except to the extent such delay results from the breach by the non-performing Party or any of its Affiliates of the Applicable Laws or any term or condition of this Agreement). The non-performing Party shall notify the other Party of such force majeure within [***] after such occurrence by giving written notice to the other Party stating the nature of the event, its anticipated duration and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and the non-performing Party shall use commercially reasonable efforts to remedy its inability to perform.

10.2. Export Control. This Agreement is made subject to any restrictions concerning the export of products or technical information from the United States or other countries that may be imposed on the Parties from time to time. Each Party agrees that it will not export, directly or indirectly, any technical information acquired from the other Party under this Agreement or any products using such technical information to a location or in a manner that at the time of export requires an export license or other governmental approval, without first obtaining the written consent to do so from the appropriate agency or other governmental entity in accordance with Applicable Law.

10.3. Assignment. Neither Party may assign its rights or delegate its obligations under this Agreement, whether by operation of law or otherwise, in whole or in part without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed, except that either Party shall have the right, without such consent, (i) to perform any or all of its obligations (other than its payment obligations) and exercise any or all of its rights under this Agreement through any of its Affiliates, (ii) assign any or all of its rights hereunder (other than its payment obligations) to any of its Affiliates, and (iii) assign this Agreement to a successor in interest of all or substantially all of the business or assets to which this Agreement relates; provided that the assigning Party shall provide written notice to the other Party within [***] after such delegation or assignment. Any permitted successor of a Party or any permitted assignee of all of a Party's rights under this Agreement that has also assumed all of such Party's obligations hereunder in writing shall, upon any such succession or assignment and assumption, be deemed to be a party to this Agreement as though named herein in substitution for the assigning Party, whereupon the assigning Party shall cease to be a

party to this Agreement and shall cease to have any rights or obligations under this Agreement. All validly assigned rights of a Party shall inure to the benefit of and be enforceable by, and all validly delegated obligations of such Party shall be binding on and be enforceable against, the permitted successors and assigns of such Party; *provided* that such Party, if it survives, shall remain jointly and severally liable for the performance of such delegated obligations under this Agreement. Any attempted assignment or delegation in violation of this Section 10.3 shall be void and of no effect.

10.4. Severability. If any provision of this Agreement is held to be illegal, invalid or unenforceable under any present or future law and if the rights or obligations of either Party under this Agreement will not be materially and adversely affected thereby, (i) such provision shall be fully severable, (ii) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (iii) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance here from and (iv) in lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as a part of this Agreement a legal, valid and enforceable provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the Parties. To the fullest extent permitted by Applicable Law, each Party hereby waives any provision of law that would render any provision hereof illegal, invalid or unenforceable in any respect.

10.5. Dispute Resolution.

10.5.1. If a dispute arises between the Parties in connection with or relating to this Agreement or any document or instrument delivered in connection herewith, including, without limitation, the breach, termination, or enforceability thereof, or any non-contractual issues relating to this Agreement ("Dispute"), then either Party shall have the right to refer such Dispute to the Senior Officers for attempted resolution by good faith negotiations during a period of [***]. No formal proceedings for the judicial resolution of such Dispute, except for the seeking of temporary restraining orders or injunctions, may begin until this dispute resolution procedure has been elevated to Senior Officers, and either of such officers of HighlightII or Biohaven in good faith conclude, after a good faith attempt to resolve the Dispute, that amicable resolution through continued negotiation of the matter at issue does not appear likely.

10.5.2. Except as provided in Sections 10.5.1 and 10.5.4, if any dispute between the Parties relating to or arising out this Agreement cannot be resolved in accordance with Section 10.5.1, each Party shall be free to pursue any or all available remedies at law or in equity.

10.5.3. Each Party shall bear its own counsel fees, costs, and disbursements arising out of the dispute resolution procedures described in this Section 10.5. All proceedings and decisions, as applicable, under Section 10.5.1, shall be deemed Confidential Information of both Parties under Article 6.

10.5.4. Each Party acknowledges and agrees that any breach or threatened breach of any provision of this Agreement may result in irreparable injury to such other Party for which there will be no adequate remedy at law. In the event of a breach or threatened breach of any provision of this Agreement, the non-breaching Party shall be authorized and entitled to seek from any court of competent jurisdiction injunctive relief during the pendency of the Dispute resolution.

10.5.5. **Arbitration.** Any Dispute arising out of or in connection with this Agreement that is not resolved pursuant to the terms of Section 10.5.1, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, the rules of which are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English.

10.6. Governing Law. This Agreement or the performance, enforcement, breach or termination hereof, and any remedies relating thereto, shall be governed by, construed interpreted and applied in accordance with the Laws of the State of Delaware, U.S.A., excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which such patent shall have been granted.The Parties agree to exclude the application to this Agreement of the United Nations Convention on Contracts for the International Sale of Goods.

10.7. Notices.

10.7.1. **Notice Requirements.** Any notice, request, demand, waiver, consent, approval or other communication permitted or required under this Agreement shall be in writing, shall refer specifically to this Agreement and shall be deemed given only if delivered by hand or sent by facsimile transmission or email (with transmission confirmed) or by internationally recognized overnight delivery service that maintains records of delivery, addressed to the Parties at their respective addresses specified in Section 10.7.2 or to such other address as the Party to whom notice is to be given may have provided to the other Party in accordance with this Section 10.7.1. Such Notice shall be deemed to have been given as of the date delivered by hand or transmitted by facsimile or email (with transmission confirmed) or on the second Business Day (at the place of delivery) after deposit with an internationally recognized overnight delivery service. This Section 10.7.1 is not intended to govern the day-to-day business communications necessary between the Parties in performing their obligations under the terms of this Agreement.

10.7.2. **Addresses for Notice**

If to Biohaven, to:

Biohaven Therapeutics Ltd.
215 Church Street
New Haven, CT 06510
Attention: Legal Department
Email: vlad.coric@biohavenpharma.com
and: warren.volles@biohavenpharma.com

If to Highlightll, to:

Hangzhou Highlightll Pharmaceutical Co. Ltd.
RM 301/302, BLDG 4, Hexiang Sci &Tech Center,
Qiantang District, Hangzhou 310018, China
Attention: Legal Department
Email: yueping.tong@highlightllpharma.com

10.8. Entire Agreement; Amendments. This Agreement, together with the Schedules attached hereto, set forth and constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral, with respect thereto are superseded hereby. Each Party confirms that it is not relying on any representations or warranties of the other Party except as specifically set forth in this Agreement. No amendment, modification, release or discharge shall be binding on the Parties unless in writing and duly executed by authorized representatives of both Parties. In the event of any inconsistencies between this Agreement and any schedules or other attachments hereto, the terms of this Agreement shall control.

10.9. Waiver and Non-Exclusion of Remedies. Any term or condition of this Agreement may be waived at any time by the Party that is entitled to the benefit thereof, but no such waiver shall be effective unless set forth in a written instrument duly executed by or on behalf of the Party waiving such term or condition. The waiver by either Party hereto of any right hereunder or of the failure to perform or of a breach by the other Party shall not be deemed a waiver of any other right hereunder or of any other breach or failure by such other Party whether of a similar nature or otherwise. The rights and remedies provided herein are cumulative and do not exclude any other right or remedy provided by Applicable Law or otherwise available except as expressly set forth herein.

10.10. No Benefit to Third Parties. Except as provided in Article 8, covenants and agreements set forth in this Agreement are for the sole benefit of the Parties hereto and their successors and permitted assigns and they shall not be construed as conferring any rights on any other Persons.

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

10.12. Relationship of the Parties. It is expressly agreed that Highlightll, on the one hand and Biohaven, on the other hand, shall be independent contractors and that the relationship between the two Parties shall not constitute a partnership, joint venture or agency. Except as expressly set forth herein, neither Highlightll, on the one hand, nor Biohaven, on the other hand, shall have the authority to make any statements, representations or commitments of any kind or to take any action, that will be binding on the other, without the prior written consent of the other Party to do so. All persons employed by a Party shall be employees of such Party and not of the other Party and all costs and

obligations incurred by reason of any such employment shall be for the account and expense of such first Party.

10.13. Counterparts. This Agreement may be executed in two (2) 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 be executed by electronic signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.

[SIGNATURE PAGE FOLLOWS]

THIS AGREEMENT IS EXECUTED by the authorized representatives of the Parties as of the date first written above.

HANGZHOU HIGHLIGHTLL PHARMACEUTICAL CO. LTD.

By: /s/ Chris Liang

Name: Chris Liang PhD

Title: Chief Executive Officer

Date: 3/21/2023

BIOHAVEN THERAPEUTICS LTD.

By: /s/ John Gleeson

Name: John Gleeson

Title: Authorized signatory

Date: March 22, 2023

Signature page to the Development and License Agreement between Hangzhou Highlightll Pharmaceutical Co. Ltd. and Biohaven Therapeutics Ltd.

SCHEDULE A

LICENSED PATENTS

[* * *]

April 14, 2023

Hangzhou Highlightll Pharmaceutical Co. Ltd. RM 301/302,
BLDG 4
Qiantang District Hangzhou, China

Re: Amendment to Development and License Agreement dated March 21, 2023

Dear Sirs;

We refer to the Development and License Agreement dated March 21, 2023 between Biohaven Therapeutics Ltd. ("Biohaven") and Hangzhou Highlightll Pharmaceutical Co. Ltd. ("Highlightll") relating to dual TYK2/JAK1 tyrosine kinase inhibitors ("License Agreement"). Capitalized terms shall have the meanings ascribed to them in the License Agreement unless otherwise defined herein.

Further to recent discussions between Highlightll and Biohaven, the Parties desire that Biohaven take on certain responsibilities regarding the Licensed Compounds. In particular, the Parties desire that:

A) Highlightll will transfer sponsorship of IND-164163 to Biohaven.
B) Highlight will cause its Affiliate, Highlightll Pharmaceutical (USA) LLC ("Highlightll USA") to assign the Master Services Agreement ("MSA") between Highlightll USA and Frontage Laboratories, Inc. dated August 31, 2022 to Biohaven, on condition that Highlightll shall be responsible for the performance and financial obligations of Highlight USA under the MSA through the Effective Date of the License Agreement.
C) Biohaven, or one of its Affiliates, will conduct the in vitro micronucleus assay with either the centromere labeling by immunofluorescent antikinetochore (CREST) staining or with the fluorescence in situ hybridization (FISH) technique as requested by the FDA in the Continue Partial Clinical Hold Letter dated March 22, 2023.
D) Biohaven, or one of its Affiliates, will prepare protocols or amendments ("Protocol") for SAD and MAD studies of TLL-041 for submission to the FDA.
E) Biohaven, or one of its Affiliates, will conduct the SAD and MAD portions of the Phase 1 clinical study according to the Protocol upon receipt of the FDA's letter that Biohaven may proceed with the initiation of the SAD and MAD portions of the Phase 1 clinical study.

In addition, we propose to amend the License Agreement as follows.

Section 3.1.1(i) of the License Agreement is deleted and replaced with the following:

(i) Biohaven shall be responsible for conducting the single ascending dose ("SAD") and multiple ascending dose ("MAD") portions of the Phase 1 study in the United States under IND-164163 taking into account reasonable suggestions by Highlightll regarding the design and conduct of the study.

Section 4.1 of the License Agreement is deleted and replaced with the following:

4.1 Upfront Payment. Within [***] of execution of this Agreement by the Parties, Biohaven shall place ten million US Dollars (USD$10,000,000) in an escrow account. Such escrow account shall provide that within [***] after the later of Highlightll providing; (i) [***], and (ii) [***]; such ten million US Dollars (USD$10,000,000) shall be released to Highlightll. Upon release to Highlightll, such ten million US Dollars (USD$10,000,000) will be non-refundable and non- creditable. [***].

Section 4.2 of the License Agreement is deleted and replaced with the following:

4.2 Equity. Biohaven shall cause its Affiliate, Biohaven Ltd., to issue to Highlightll or its designated Affiliate, within [***] after the later of Highlightll providing; (i) [***], and (ii) [***]; a number of Biohaven Ltd.'s common shares ("BHVN Shares") no par value per share (the "License Shares"), determined by dividing (i) ten million US Dollars (USD $10,000,000), by (ii) the volume weighted average price of BHVN Shares for the ten (10) trading day period (the "10-Day VWAP") ending on the last trading day prior to the Effective Date on the New York Stock Exchange, as determined by S&P Capital IQ or another financial data service provider reasonably selected by Biohaven, rounded up to the nearest whole share. The issuance of the BHVN Shares to Highlightll shall be governed by a private placement agreement between Biohaven Ltd. and Highlightll pursuant to Rule 144 under the Securities Act of 1933 (the "Securities Act").

Please indicate your agreement to the foregoing by countersigning this letter below, effective as of the date of this letter.

/s/ Chris Liang	/s/ Matthew Buten
Hangzhou Highlightll Pharmaceutical Co. Ltd.	Biohaven Therapeutics Ltd.
By: Chris Liang, Ph.D	By: Matthew Buten
Title: Chief Executive Officer	Title: Chief Financial Officer

BIOHAVEN LTD.

NONSTATUTORY SHARE OPTION GRANT NOTICE (EARLY EXERCISE)
(2022 EQUITY INCENTIVE PLAN)

Biohaven Ltd. (the "***Company***"), pursuant to its 2022 Equity Incentive Plan (the "***Plan***"), hereby grants to Optionholder an option to purchase the number of the Company's Common Shares set forth below. This option is subject to all of the terms and conditions as set forth in this Share Option Grant Notice and the Option Agreement, which is attached hereto and incorporated herein in its entirety, and the Plan and the Notice of Exercise, which are available in the equity administration platform Documents library. Capitalized terms not explicitly defined herein but defined in the Plan or the Option Agreement will have the same definitions as in the Plan or the Option Agreement. If there is any conflict between the terms in this Share Option Grant Notice and the Plan, the terms of the Plan will control.

Optionholder:
Grant Name:
Date of Grant:
Exercise Price (Per Share):
Share Options Granted:
Expiration Date:
Type of Grant: Nonstatutory Share Options

Vesting Schedule: [●][1]

Subject to Participant's Continuous Service through each such vesting date. All Options issued and outstanding under the Plan that have time-based vesting will automatically vest, to the extent not already vested, in the event of a Change of Control.

Exercise Schedule: Early Exercise Permitted.

Additional Terms/Acknowledgements: Optionholder acknowledges receipt of, and understands and agrees to, this Share Option Grant Notice, the Option Agreement and the Plan. Optionholder acknowledges and agrees that this Share Option Grant Notice and the Option Agreement may not be modified, amended or revised except as provided in the Plan. Optionholder further acknowledges that as of the Date of Grant, this Share Option Grant Notice, the Option Agreement, and the Plan set forth the entire understanding between Optionholder and the Company regarding this option award and supersede all prior oral and written agreements, promises and/or representations on that subject with the exception of, if applicable, (i) equity awards previously granted and delivered to Optionholder, (ii) any compensation recovery policy that is adopted by the Company or is otherwise required by applicable law and (iii) any written employment agreement, severance agreement, offer letter or other written agreement entered into between the Company and Participant specifying the terms that should govern this specific option. By accepting this option, Optionholder consents to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

BIOHAVEN LTD.

By: _____
Signature

Title: _____
Date: _____

OPTIONHOLDER:

_____
Signature

Date: _____

ATTACHMENTS: Option Agreement

[1] **Note to Draft**: Biohaven to add vesting schedule.

ATTACHMENT I

BIOHAVEN RESEARCH LTD.

OPTION AGREEMENT
(2022 EQUITY INCENTIVE PLAN)
(NONSTATUTORY STOCK OPTION)

Pursuant to your Share Option Grant Notice ("***Grant Notice***") and this Option Agreement, Biohaven Research Ltd. (the "***Company***") has granted you an option under its 2022 Equity Incentive Plan (the "***Plan***") to purchase the number of the Company's Common Shares indicated in your Grant Notice at the exercise price indicated in your Grant Notice. The option is granted to you effective as of the date of grant set forth in the Grant Notice (the "***Date of Grant***"). If there is any conflict between the terms in this Option Agreement and the Plan, the terms of the Plan will control. Capitalized terms not explicitly defined in this Option Agreement or in the Grant Notice but defined in the Plan will have the same definitions as in the Plan.

The details of your option, in addition to those set forth in the Grant Notice and the Plan, are as follows:

1. **VESTING**. Subject to the provisions contained herein, your option will vest as provided in your Grant Notice. Vesting will cease upon the termination of your Continuous Service.

2. **NUMBER OF SHARES AND EXERCISE PRICE**. The number of Common Shares subject to your option and your exercise price per share in your Grant Notice will be adjusted for Capitalization Adjustments.

3. **EXERCISE RESTRICTION FOR NON-EXEMPT EMPLOYEES**. If you are an Employee eligible for overtime compensation under the Fair Labor Standards Act of 1938, as amended (that is, a "***Non-Exempt Employee***"), and except as otherwise provided in the Plan, you may not exercise your option until you have completed at least six (6) months of Continuous Service measured from the Date of Grant, even if you have already been an employee for more than six (6) months. Consistent with the provisions of the Worker Economic Opportunity Act, you may exercise your option as to any vested portion prior to such six (6) month anniversary in the case of (i) your death or disability, (ii) a Corporate Transaction in which your option is not assumed, continued or substituted, (iii) a Change in Control or (iv) your termination of Continuous Service on your "retirement" (as defined in the Company's benefit plans).

4. **EXERCISE PRIOR TO VESTING (*"EARLY EXERCISE"*)**. If permitted in your Stock Option Grant Notice (*i.e.*, the "Exercise Schedule" indicates "Early Exercise Permitted") and subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of your option, including the unvested portion of your option; *provided*, *however*, that:

(a) a partial exercise of your option will be deemed to cover first Common Shares subject to the vested portion of your option and then Common Shares subject to the earliest vesting installment of the unvested portion of your option;

(b) any Common Shares so purchased from installments that have not vested as of the date of exercise will be subject to the purchase option in favor of the Company as described in the Company's form of Early Exercise Stock Purchase Agreement attached to your Grant Notice as Attachment II; and

(c) you will enter into the Company's form of Early Exercise Stock Purchase Agreement attached to your Grant Notice as Attachment 2 with a vesting schedule that will result in the same vesting as if no early exercise had occurred.

5. **METHOD OF PAYMENT**. You must pay the full amount of the exercise price for the shares you wish to exercise. You may pay the exercise price in cash or by check, bank draft or money order payable to the Company or in any other manner ***permitted by your Grant Notice,*** which may include one or more of the following:

(a) Provided that at the time of exercise the Common Shares are publicly traded, pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board that, prior to the issuance of Common Shares, results in either the receipt of cash (or check) by the Company or the receipt of irrevocable instructions to pay the aggregate exercise price to the Company from the sales proceeds. This manner of payment is also known as a "broker-assisted exercise", "same day sale", or "sell to cover".

(b) Provided that at the time of exercise the Common Shares are publicly traded, by delivery to the Company (either by actual delivery or attestation) of already-owned Common Shares that are owned free and clear of any liens, claims, encumbrances or security interests, and that are valued at Fair Market Value on the date of exercise. "Delivery" for these purposes, in the sole discretion of the Company at the time you exercise your option, will include delivery to the Company of your attestation of ownership of such Common Shares in a form approved by the Company. You may not exercise your option by delivery to the

Company of Common Shares if doing so would violate the provisions of any law, regulation or agreement restricting the redemption of the Company's shares.

(c) If this option is a Nonstatutory Stock Option, subject to the consent of the Company at the time of exercise, by a "net exercise" arrangement pursuant to which the Company will reduce the number of Common Shares issued upon exercise of your option by the largest whole number of shares with a Fair Market Value that does not exceed the aggregate exercise price. You must pay any remaining balance of the aggregate exercise price not satisfied by the "net exercise" in cash or other permitted form of payment. Common Shares will no longer be outstanding under your option and will not be exercisable thereafter if those shares (i) are used to pay the exercise price pursuant to the "net exercise," (ii) are delivered to you as a result of such exercise, and (iii) are withheld to satisfy your tax withholding obligations.

6. WHOLE SHARES. You may exercise your option only for whole Common Shares.

7. SECURITIES LAW COMPLIANCE. In no event may you exercise your option unless the Common Shares issuable upon exercise are then registered under the Securities Act or, if not registered, the Company has determined that your exercise and the issuance of the shares would be exempt from the registration requirements of the Securities Act. The exercise of your option also must comply with all other applicable laws and regulations governing your option, and you may not exercise your option if the Company determines that such exercise would not be in material compliance with such laws and regulations (including any restrictions on exercise required for compliance with Treas. Reg. 1.401(k)-1(d)(3), if applicable).

8. TERM. You may not exercise your option before the Date of Grant or after the expiration of the option's term. The term of your option expires, subject to the provisions of Section 5(h) of the Plan, upon the earliest of the following:

(a) three (3) months after the termination of your Continuous Service for any reason other than your Disability or your death (except as otherwise provided in Section 8(d) below); *provided, however,* that if during any part of such three (3) month period your option is not exercisable solely because of the condition set forth in the section above regarding "Securities Law Compliance," your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service; *provided further,* if during any part of such three (3) month period, the sale of any Common Shares received upon exercise of your option would violate the Company's insider trading policy, then your option will not expire until the earlier of the Expiration Date or until it has been exercisable for an aggregate period of three (3) months after the termination of your Continuous Service during which the sale of the Common Shares received upon exercise of your option would not be in violation of the Company's insider trading policy. Notwithstanding the foregoing, if (i) you are a Non-Exempt Employee, (ii) your Continuous Service terminates within six (6) months after the Date of Grant, and (iii) you have vested in a portion of your option at the time of your termination of Continuous Service, your option will not expire until the earlier of (x) the later of (A) the date that is seven (7) months after the Date of Grant, and (B) the date that is three (3) months after the termination of your Continuous Service, and (y) the Expiration Date;

(b) twelve (12) months after the termination of your Continuous Service due to your Disability (except as otherwise provided in Section 8(d)) below;

(c) eighteen (18) months after your death if you die either during your Continuous Service or within three (3) months after your Continuous Service terminates for any reason;

(d) the Expiration Date indicated in your Grant Notice; or

(e) the day before the tenth (10th) anniversary of the Date of Grant.

9. EXERCISE.

(a) You may exercise the vested portion of your option (and the unvested portion of your option if your Grant Notice so permits and subject to the terms set forth in Section 5 of this Agreement) during its term by (i) delivering a Notice of Exercise (in a form designated by the Company) or completing such other documents and/or procedures designated by the Company for exercise and (ii) paying the exercise price and any applicable withholding taxes to the Company's Secretary, share plan administrator, or such other person as the Company may designate, together with such additional documents as the Company may then require.

(b) By exercising your option you agree that, as a condition to any exercise of your option, the Company may require you to enter into an arrangement providing for the payment by you to the Company of any tax withholding obligation of the Company arising by reason of (i) the exercise of your option, (ii) the lapse of any substantial risk of forfeiture to which the Common Shares are subject at the time of exercise, or (iii) the disposition of Common Shares acquired upon such exercise.

10. TRANSFERABILITY. Except as otherwise provided in this Section 10, your option is not transferable, except by will or by the laws of descent and distribution, and is exercisable during your life only by you.

(a) Certain Trusts. Upon receiving written permission from the Board or its duly authorized designee, you may transfer your option to a trust if you are considered to be the sole beneficial owner (determined under Section 671 of the Code and applicable state law) while the option is held in the trust. You and the trustee must enter into transfer and other agreements required by the Company.

(b) Domestic Relations Orders. Upon receiving written permission from the Board or its duly authorized designee, and provided that you and the designated transferee enter into transfer and other agreements required by the Company, you may transfer your option pursuant to the terms of a domestic relations order, official marital settlement agreement or other divorce or separation instrument as permitted by Treasury Regulation 1.421-1(b)(2) that contains the information required by the Company to effectuate the transfer. You are encouraged to discuss the proposed terms of any division of this option with the Company prior to finalizing the domestic relations order or marital settlement agreement to help ensure the required information is contained within the domestic relations order or marital settlement agreement.

(c) Beneficiary Designation. Upon receiving written permission from the Board or its duly authorized designee, you may, by delivering written notice to the Company, in a form approved by the Company and any broker designated by the Company to handle option exercises, designate a third party who, on your death, will thereafter be entitled to exercise this option and receive the Common Shares or other consideration resulting from such exercise. In the absence of such a designation, your executor or administrator of your estate will be entitled to exercise this option and receive, on behalf of your estate, the Common Shares or other consideration resulting from such exercise.

11. OPTION NOT A SERVICE CONTRACT. Your option is not an employment or service contract, and nothing in your option will be deemed to create in any way whatsoever any obligation on your part to continue in the employ of the Company or an Affiliate, or of the Company or an Affiliate to continue your employment. In addition, nothing in your option will obligate the Company or an Affiliate, their respective stockholders, boards of directors, officers or employees to continue any relationship that you might have as a Director or Consultant for the Company or an Affiliate.

12. WITHHOLDING OBLIGATIONS.

(a) At the time you exercise your option, in whole or in part, and at any time thereafter as requested by the Company, you hereby authorize withholding from payroll and any other amounts payable to you, and otherwise agree to make adequate provision for (including by means of a "same day sale" pursuant to a program developed under Regulation T as promulgated by the Federal Reserve Board to the extent permitted by the Company), any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or an Affiliate, if any, which arise in connection with the exercise of your option.

(b) If this option is a Nonstatutory Stock Option, then upon your request and subject to approval by the Company, and compliance with any applicable legal conditions or restrictions, the Company may withhold from fully vested Common Shares otherwise issuable to you upon the exercise of your option a number of whole Common Shares having a Fair Market Value, determined by the Company as of the date of exercise, not in excess of the maximum amount of tax required to be withheld by law (or such lower amount as may be necessary to avoid classification of your option as a liability for financial accounting purposes). Notwithstanding the filing of such election, Common Shares shall be withheld solely from fully vested Common Shares determined as of the date of exercise of your option that are otherwise issuable to you upon such exercise. Any adverse consequences to you arising in connection with such share withholding procedure shall be your sole responsibility.

(c) You may not exercise your option unless the tax withholding obligations of the Company and/or any Affiliate are satisfied. Accordingly, you may not be able to exercise your option when desired even though your option is vested, and the Company will have no obligation to issue a certificate for such Common Shares or release such Common Shares from any escrow provided for herein, if applicable, unless such obligations are satisfied.

13. TAX CONSEQUENCES. You hereby agree that the Company does not have a duty to design or administer the Plan or its other compensation programs in a manner that minimizes your tax liabilities. You will not make any claim against the Company, or any of its Officers, Directors, Employees or Affiliates related to tax liabilities arising from your option or your other compensation. In particular, you acknowledge that this option is exempt from Section 409A of the Code only if the exercise price per share specified in the Grant Notice is at least equal to the "fair market value" per Common Shares on the Date of Grant and there is no other impermissible deferral of compensation associated with the option.

14. NOTICES. Any notices provided for in your option or the Plan will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to you, five (5) days after deposit in the United States mail, postage prepaid, addressed to you at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents related to participation in the Plan and this option by electronic

means or to request your consent to participate in the Plan by electronic means. By accepting this option, you consent to receive such documents by electronic delivery and to participate in the Plan through an on-line or electronic system established and maintained by the Company or another third party designated by the Company.

15. GOVERNING PLAN DOCUMENT. Your option is subject to all the provisions of the Plan, the provisions of which are hereby made a part of your option, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. If there is any conflict between the provisions of your option and those of the Plan, the provisions of the Plan will control. In addition, your option (and any compensation paid or shares issued under your option) is subject to recoupment in accordance with The Dodd—Frank Wall Street Reform and Consumer Protection Act and any implementing regulations thereunder, any clawback policy adopted by the Company and any compensation recovery policy otherwise required by applicable law.

16. OTHER DOCUMENTS. You hereby acknowledge receipt of and the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the Plan prospectus. In addition, you acknowledge receipt of the Company's policy permitting certain individuals to sell shares only during certain "window" periods and the Company's insider trading policy, in effect from time to time.

17. EFFECT ON OTHER EMPLOYEE BENEFIT PLANS. The value of this option will not be included as compensation, earnings, salaries, or other similar terms used when calculating your benefits under any employee benefit plan sponsored by the Company or any Affiliate, except as such plan otherwise expressly provides. The Company expressly reserves its rights to amend, modify, or terminate any of the Company's or any Affiliate's employee benefit plans.

18. VOTING RIGHTS. You will not have voting or any other rights as a shareholder of the Company with respect to the shares to be issued pursuant to this option until such shares are issued to you. Upon such issuance, you will obtain full voting and other rights as a shareholder of the Company. Nothing contained in this option, and no action taken pursuant to its provisions, will create or be construed to create a trust of any kind or a fiduciary relationship between you and the Company or any other person.

19. SEVERABILITY. If all or any part of this Option Agreement or the Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity will not invalidate any portion of this Option Agreement or the Plan not declared to be unlawful or invalid. Any Section of this Option Agreement (or part of such a Section) so declared to be unlawful or invalid shall, if possible, be construed in a manner which will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

20. MISCELLANEOUS.

(a) The rights and obligations of the Company under your option will be transferable to any one or more persons or entities, and all covenants and agreements hereunder will inure to the benefit of, and be enforceable by the Company's successors and assigns.

(b) You agree upon request to execute any further documents or instruments necessary or desirable in the sole determination of the Company to carry out the purposes or intent of your option.

(c) You acknowledge and agree that you have reviewed your option in its entirety, have had an opportunity to obtain the advice of counsel prior to executing and accepting your option, and fully understand all provisions of your option.

(d) This Option Agreement will be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or national securities exchanges as may be required.

(e) All obligations of the Company under the Plan and this Option Agreement will be binding on any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

* * *

This Option Agreement will be deemed to be signed by you upon the signing by you of the Share Option Grant Notice to which it is attached.

ATTACHMENT II

Form of Early Exercise Stock Purchase Agreement

[*Attached*]

Early Exercise Stock Purchase Agreement

THIS EARLY EXERCISE STOCK PURCHASE AGREEMENT is made by and between Biohaven Ltd., a BVI business company (the "***Company***"), and __ ("***Purchaser***").

WHEREAS, the Company granted to Purchaser options (the "***Option***") to purchase Common Shares of the Company pursuant to the Company's 2022 Equity Incentive Plan (the "***Plan***") and that certain Notice of Share Option Grant (the "***Grant Notice***") and Share Option Agreement (the "***Award Agreement***") and the exhibits and attachments attached thereto (together with the Grant Notice and Award Agreement, the "***Option Agreement***");

WHEREAS, Purchaser desires to exercise the Option on the terms and conditions contained herein; and

WHEREAS, Purchaser wishes to take advantage of the early exercise provision of Purchaser's Option and therefore to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Incorporation of Plan and Option by Reference.** This Agreement is subject to all of the terms and conditions as set forth in the Plan and the Option. If there is a conflict between the terms of this Agreement and the terms of the Plan or the Option Agreement, the terms of the Plan or the Option Agreement shall control. Defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan. Defined terms not explicitly defined in this Agreement or the Plan but defined in the Option Agreement shall have the same definitions as in the Option Agreement.

2. **Purchase and Sale of Common Shares**.

(a) Agreement to Purchase and Sell Common Shares. Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to Purchaser, an aggregate of (_) Common Shares at $_per Common Share, for an aggregate purchase price of $_____, payable as follows:

Cash, check, bank draft or money order payable to the Company $____ Value of ____Common Shares $____

Total Exercise Price $__.

Purchaser shall also pay to the Company $____ in cash or by check, bank draft or money order payable to the Company to cover any applicable withholding taxes which may be incurred upon exercise of the Option in accordance with this Agreement.

(b) Closing. The closing hereunder, including payment for and delivery of the Common Shares, shall occur at the offices of the Company immediately following the execution of this Agreement, or at such other time and place as the parties may mutually agree; *provided, however,* that if stockholder approval of the Plan is required before the Option may be exercised, then the Option may not be exercised, and the closing shall be delayed, until such stockholder approval is obtained. If such stockholder approval is not obtained within the time limit specified in the Plan, then this Agreement shall be null and void.

3. **Unvested Common Share Repurchase Option**.

(a) Repurchase Option. In the event Purchaser's Continuous Service terminates, then the Company shall have an irrevocable option (the "***Repurchase Option***") for a period of ninety (90) days after said termination, or such longer period as may be agreed to by the Company and Purchaser, to repurchase from Purchaser or Purchaser's personal representative, as the case may be, those shares that Purchaser received pursuant to the exercise of the Option that have not as yet vested as of such termination date in accordance with the Vesting Schedule indicated on Purchaser's Grant Notice (the "***Unvested Shares***").

(b) Share Repurchase Price. The Company may repurchase all or any of the Unvested Shares at the lower of (i) the Fair Market Value of the such shares (as determined under the Plan) on the date of repurchase, or (ii) the price equal to Purchaser's Exercise Price for such shares as indicated on Purchaser's Grant Notice.

(c) Exercise of Repurchase Option. The Repurchase Option shall be exercised by written notice signed by such person as designated by the Company, and delivered or mailed as provided herein. Such notice shall identify the number of Common Shares to be purchased and shall notify Purchaser of the time, place and date for settlement of such purchase, which shall be scheduled by the Company within the term of the Repurchase Option set forth above. The Company shall be entitled to pay for any Common Shares purchased pursuant to its Repurchase Option at the Company's option in cash or by offset against any indebtedness owing to the Company by Purchaser, or by a combination of both. Upon delivery of such notice and payment of the purchase price in any of the ways described above, the Company shall become the legal and beneficial owner of the Common Shares being repurchased and all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the Common Shares being repurchased by the Company, without further action by Purchaser.

4. **Capitalization Adjustments to Common Shares.** In the event of a Capitalization Adjustment, then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser's ownership of Common Shares shall be immediately subject to the Repurchase Option and be included in the word "Common Shares" for all purposes of the Repurchase Option with the same force and effect as the Common Shares presently subject to the Repurchase Option, but only to the extent the Common Shares are, at the time, covered by such Repurchase Option. While the total Option Price shall remain the same after each such event, the Option Price per share of Common Shares upon exercise of the Repurchase Option shall be appropriately adjusted.

5. **Corporate Transactions.** In the event of a Corporate Transaction, then the Repurchase Option may be assigned by the Company to the successor of the Company (or such successor's parent company), if any, in connection with such Corporate Transaction. To the extent the Repurchase Option remains in effect following such Corporate Shares, it shall apply to the new capital stock or other property received in exchange for the Common Shares in consummation of the Corporate Transaction, but only to the extent the Common Shares was at the time covered by such right. Appropriate adjustments shall be made to the price per share payable upon exercise of the Repurchase Option to reflect the Corporate Transaction upon the Company's capital structure; *provided*, *however*, that the aggregate price payable upon exercise of the Repurchase Option shall remain the same.

6. **Escrow of Unvested Common Shares.** As security for Purchaser's faithful performance of the terms of this Agreement and to insure the availability for delivery of Purchaser's Common Shares upon exercise of the Repurchase Option herein provided for, Purchaser agrees, at the closing hereunder, to deliver to and deposit with [_____] ("***Escrow Agent***"), as Escrow Agent in this transaction, three (3) stock assignments duly endorsed (with date and number of shares blank) in the form attached hereto as **Exhibit A**, together with a certificate or certificates evidencing all of the Common Shares subject to the Repurchase Option; said documents are to be held by the Escrow Agent and delivered by said Escrow Agent pursuant to the Joint Escrow Instructions of the Company and Purchaser set forth in **Exhibit B**, attached hereto and incorporated by this reference, which instructions also shall be delivered to the Escrow Agent at the closing hereunder.

7. **Rights of Purchaser.** Subject to the provisions of the Option, Purchaser shall exercise all rights and privileges of a stockholder of the Company with respect to the shares deposited in escrow. Purchaser shall be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares and for purposes of exercising any voting rights relating to such shares, even if some or all of such shares have not yet vested and been released from the Company's Repurchase Option.

8. **Limitations on Transfer.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Shares while the Common Shares is subject to the Repurchase Option. After any Common Shares has been released from the Repurchase Option, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Shares except in compliance with the provisions herein and applicable securities laws. Furthermore, the Common Shares shall be subject to any right of first refusal in favor of the Company or its assignees that may be contained in Purchaser's Option Agreement.

9. **Restrictive Legends.** All certificates representing the Common Shares shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPTION SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH OPTION IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A TRANSFER RESTRICTION, AS PROVIDED IN THE BYLAWS OF THE COMPANY."

10. **Section 83(b) Election.** Purchaser acknowledges and agrees that, no later than thirty (30) days of the date of purchase, Purchaser shall file an election under Section 83(b) of the Code (an "***83(b) Election***") with the Internal Revenue Service and shall promptly send a copy of such 83(b) Election to the Company. Forms of 83(b) Election are attached hereto as **Exhibit C** for reference.

11. **Refusal to Transfer.** The Company shall not be required (a) to transfer on its books any Common Shares of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement, or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

12. **No Employment Rights.** This Agreement is not an employment contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company or its Affiliates to terminate Purchaser's employment for any reason at any time, with or without cause and with or without notice.

13. **Miscellaneous**.

(a) **Notices.** Any notices required or permitted hereunder will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to Purchaser, five (5) days after deposit in the United States mail, postage prepaid, addressed to Purchaser at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents notices required or permitted hereunder by electronic means. By signing this Agreement, Purchaser consents to receive such documents by electronic delivery and to participate in the Plan.

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser, Purchaser's successors, and assigns. The Company may assign the Repurchase Option hereunder at any time or from time to time, in whole or in part.

(c) **Specific Performance.** It is the intention of the parties that the Company, upon exercise of the Repurchase Option and payment for the shares repurchased, pursuant to the terms of this Agreement, shall be entitled to receive the Common Shares, *in specie*, in order to have such Common Shares available for future issuance without dilution of the holdings of other stockholders. Furthermore, it is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Common Shares and that the Company shall, upon proper exercise of the Repurchase Option, be entitled to specific enforcement of its rights to purchase and receive said Common Shares.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(e) **Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

(f) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

[*Remainder of page intentionally blank*]

Attachment II-5

The parties hereto have executed this Agreement as of the date first above written.

BIOHAVEN LTD.	**OPTIONHOLDER:**
By: _____	_____
Signature	Signature
	Date: _____
Title: _____	
Date: _____	

Attachments:
Exhibit A – Assignment Separate from Certificate
Exhibit B – Joint Escrow Instructions
Exhibit C – Form of Section 83(b) Election

Exhibit A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

For Value Received, ___hereby sells, assigns and transfers unto Biohaven Ltd., a BVI business company (the "***Company***"), pursuant to the Repurchase Option under that certain Early Exercise Stock Purchase Agreement, dated _____by and between the undersigned and the Company (the "***Agreement***"), __ (___) Common Shares of the Company standing in the undersigned's name on the books of the Company represented by Certificate No(s). ___ and does hereby irrevocably constitute and appoint the Company's Secretary attorney-in-fact to transfer said Common Shares on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of Common Shares issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company's Repurchase Option under the Agreement.

Dated: __

_____

(Signature)

_____

(Print Name)

(Instruction: ***Please do not fill in any blanks other than the "Signature" line and the "Print Name" line***.**)**

Exhibit B

JOINT ESCROW INSTRUCTIONS

Secretary Biohaven, Ltd.
[Address]

Dear Sir or Madam:

As Escrow Agent for both Biohaven Ltd., a BVI business company (the "Company"), and the undersigned purchaser of Common Shares of the Company ("Purchaser"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Early Exercise Stock Purchase Agreement ("Agreement"), dated _____ to which a copy of these Joint Escrow Instructions is attached as Exhibit B, in accordance with the following instructions:

1. In the event the Company or an assignee shall elect to exercise the Repurchase Option set forth in the Agreement, the Company or its assignee will give to Purchaser and you a written notice specifying the number of Common Shares to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. Purchaser and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing you are directed (a) to date any stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the Common Shares to be transferred, to the Company against the simultaneous delivery to you of the purchase price (which may include suitable acknowledgment of cancellation of indebtedness) of the number of Common Shares being purchased pursuant to the exercise of the Repurchase Option.

3. Purchaser irrevocably authorizes the Company to deposit with you any certificates evidencing Common Shares to be held by you hereunder and any additions and substitutions to said shares as specified in the Agreement. Purchaser does hereby irrevocably constitute and appoint you as the Purchaser's attorney-in-fact and agent for the term of this escrow to execute with respect to such securities and other property all documents of assignment and/or transfer and all stock certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated, including but not limited to any appropriate filing with state or government officials or bank officials. Subject to the provisions of this paragraph 3, Purchaser shall exercise all rights and privileges of a stockholder of the Company while the stock is held by you.

4. This escrow shall terminate and the shares of stock held hereunder shall be released in full upon the expiration or exercise in full of the Repurchase Option, whichever occurs first.

5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to Purchaser, you shall deliver all of same to Purchaser and shall be discharged of all further obligations hereunder; *provided, however,* that if at the time of termination of this escrow you are advised by the Company that the property subject to this escrow is the subject of a pledge or other security agreement, you shall deliver all such property to the pledgeholder or other person designated by the Company.

6. Except as otherwise provided in these Joint Escrow Instructions, your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties or their assignees. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for Purchaser while acting in good faith and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you

obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the outlawing of any rights under any statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

11. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be Secretary of the Company or if you shall resign by written notice to the Company party. In the event of any such termination, the Secretary of the Corporation shall automatically become the successor Escrow Agent unless the Company shall appoint another successor Escrow Agent, and Purchaser hereby confirms the appointment of such successor as Purchaser's attorney-in-fact and agent to the full extent of your appointment.

12. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

13. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

14. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, including delivery by express courier or five days after deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties hereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto:

Company: Biohaven Ltd.
[Address]
Attn: [●]

Purchaser:

_____

_____

_____

Escrow Agent: Biohaven Ltd.
[Address]
Attn: [●]

15. By signing these Joint Escrow Instructions you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

16. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder. You may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall be responsible for all fees generated by such legal counsel in connection with your obligations hereunder.

17. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is understood and agreed that references to "you" or "your" herein

refer to the original Escrow Agent and to any and all successor Escrow Agents. It is understood and agreed that the Company may at any time or from time to time assign its rights under the Agreement and these Joint Escrow Instructions in whole or in part.

18. This Agreement shall be governed by and interpreted and determined in accordance with the laws of the State of Delaware.

Very truly yours,

Biohaven Ltd.
By _____
Name _____
Title _____

Purchaser
Signature _____
Name (Please print) _____

Escrow Agent: _____

Exhibit C

Section 83(b) Election

(for Stock Acquired under Nonstatutory Stock Option)

_____, 20

Department of the Treasury
Internal Revenue Service
[City, State Zip][2]

Re: Election Under Section 83(b)

Ladies and Gentlemen:

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in gross income as compensation for services the excess (if any) of the fair market value of the shares described below over the amount paid for those shares. The following information is supplied in accordance with Treasury Regulation § 1.83-2:

1. The name, social security number, address of the undersigned, and the taxable year for which this election is being made are:

Name: __

Social Security Number: __

Address: __

Taxable year: Calendar year 20___.

2. The property that is the subject of this election: _____ Common Shares of Biohaven Ltd., a BVI business company (the "***Company***").

3. The property was transferred on: _____.

4. The property is subject to the following restrictions: The shares are subject to repurchase at less than their fair market value if the undersigned does not continue to provide services for the Company for a designated period of time. The right of repurchase lapses over a specified vesting period.

5. The fair market value of the property at the time of transfer (determined without regard to any restriction other than a nonlapse restriction as defined in Treasury Regulation § 1.83-3(h)): $[●] per share x [#] shares = $[●].

6. For the property transferred, the undersigned paid: $[●] per share x [#] shares = $[●].

7. The amount to include in gross income is: $[●].[3]

The undersigned taxpayer will file this election with the Internal Revenue Service office with which taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property. A copy of the

[2] Per Treasury Regulation § 1.83-2(c), the Section 83(b) election must be filed with the IRS office where the person otherwise files his or her tax return. See http://www.irs.gov/uac/Where-to-File-Addresses-for--Taxpayers-and--Tax-Professionals-Filing-Form-1040. Use the address in the row which includes the state in which the service provider lives and in the column entitled "And you ARE NOT enclosing a payment".

[3] This should equal the amount in Item 5 minus the amount in Item 6, and in many cases will be $0.00.

election also will be furnished to the person for whom the services were performed and the transferee of the property, if any. Additionally, the undersigned will include a copy of the election with his or her income tax return for the taxable year in which the property is transferred. The undersigned is the person performing the services in connection with which the property was transferred.

Very truly yours,

_____

[Name]

[Instructions for Filing Section 83(b) Election]

Attached is a form of election under Section 83(b) of the Internal Revenue Code and an accompanying IRS cover letter. Please fill in your social security number and sign the election and cover letter, then proceed as follows:

(a) Make four copies of the completed election form and one copy of the IRS cover letter.

(b) Send the original election form and cover letter, the copy of the cover letter, and a self-addressed stamped return envelope to the Internal Revenue Service Center where you would otherwise file your tax return. Even if an address for an Internal Revenue Service Center is already included in the forms below, it is your obligation to verify such address. This can be done by searching for the term "where to file" on www.irs.gov or by calling 1 (800) 829-1040. Sending the election via certified mail, requesting a return receipt, is also recommended.

(c) Deliver one copy of the completed election form to Biohaven Ltd.

(d) Attach one copy of the completed election form to your state personal income tax return when you file it for the year of exercise (assuming you file a state income tax return), if required by state law.

(e) Retain one copy of the completed election form for your personal permanent records.

Note: An additional copy of the completed election form must be delivered to the transferee (recipient) of the property if the service provider and the transferee are not the same person.

8. Please note that the election must be filed with the IRS within 30 days of the date of your stock option early exercise. Failure to file within that time will render the election void and you may recognize ordinary taxable income as your vesting restrictions lapse. Biohaven Ltd. and its counsel cannot assume responsibility for failure to file the election in a timely manner under any circumstances.

_____,_____

RETURN SERVICE REQUESTED

Department of the Treasury Internal Revenue Service
[City, State Zip]

Re: **Election Under Section 83(b) of the Internal Revenue Code**

Dear Sir or Madam:

Enclosed please find an executed form of election under Section 83(b) of the Internal Revenue Code of 1986, as amended, filed with respect to an interest in Biohaven Ltd.

Also enclosed is a copy of this letter and a stamped, self-addressed envelope. Please acknowledge receipt of these materials by marking the copy when received and returning it to the undersigned.

Thank you very much for your assistance.

Very truly yours,

_____
[Name]

Enclosures

BIOHAVEN LTD.
AMENDMENT TO SHARE OPTION GRANT NOTICE AND OPTION AGREEMENT

This Amendment to that certain Share Option Grant Notice and Option Agreement (this "***Amendment***") is entered into by and between [Optionholder] ("***Optionholder***") and Biohaven Ltd. (the "***Company***"), effective as of [●], 2023 ("***Amendment Effective Date***"). Capitalized terms used but not defined herein will have the meanings given to them in the Option Agreement.

WHEREAS, the Company granted to Optionholder options (the "***Options***") to purchase Common Shares of the Company pursuant to the Company's 2022 Equity Incentive Plan (the "***Plan***") and that certain Notice of Share Option Grant (the "***Grant Notice***") and Share Option Agreement (the "***Award Agreement***") and the exhibits and attachments attached thereto (together with the Grant Notice and Award Agreement, the "***Option Agreement***");

WHEREAS, the Company and Optionholder desire to amend the "Exercise/Vesting Schedule" of the Grant Notice; and

WHEREAS, the Company and Optionholder desire to amend the Award Agreement to permit the Options to be exercised prior to vesting;

WHEREAS, the Board of Directors of the Company has approved this Amendment to amend the Option Agreement.

Now, **Therefore**, in consideration of the mutual promises, covenants and conditions hereinafter set forth, and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. **Amendment to Exercise/Vesting Schedule**: The penultimate sentence of "Exercise/Vesting Schedule" set forth in the Grant Notice is hereby amended and restated to read as follows:

Subject to Participant's Continuous Service through each such vesting date; provided, however, that early exercise shall be permitted.

2. **Amendment to Option Agreement (Early Exercise)**: The Award Agreement is hereby amended to add the following as a new Section 4 thereto:

4. EXERCISE PRIOR TO VESTING (*"EARLY EXERCISE"*). Subject to the provisions of your option, you may elect at any time that is both (i) during the period of your Continuous Service and (ii) during the term of your option, to exercise all or part of the portion of your option, including, for the portion of your option that is a Nonstatutory Stock Option, the unvested portion of your option; provided, however, that:

(a) a partial exercise of your option will be deemed to cover first Common Shares subject to the vested portion of your option and then Common Shares subject to the earliest vesting installment of the unvested portion of your option;

(b) any Common Shares so purchased from installments that have not vested as of the date of exercise will be subject to the purchase option in favor of the Company as described in the Company's form of Early Exercise Stock Purchase Agreement attached hereto as Attachment II;

(c) you will enter into the Company's form of Early Exercise Stock Purchase Agreement attached hereto as Attachment II with a vesting schedule that will result in the same vesting as if no early exercise had occurred; and

(d) early exercise will not be permitted for any portion of your option that is an Incentive Stock Option.

3. **Amendment to Option Agreement (Early Exercise Stock Purchase Agreement)**: The Award Agreement is hereby amended to add the form of Early Exercise Stock Purchase Agreement attached to this Amendment as Attachment II as a new Attachment II to the Award Agreement.

4. **Entire Agreement; Counterparts**.

(a) Except as explicitly amendment herein, the Option Agreement shall remain in full force and effect. In the event of any conflict between this Amendment and the Option Agreement, this Amendment shall govern.

(b) This Amendment supersedes all prior negotiations, representations or agreements between Optionholder and the Company, whether written or oral, concerning the modifications of the Options.

(c) This Amendment may be executed in counterparts, including by facsimile or portable document format (.PDF), each of which shall constitute an original and which together shall constitute one and the same instrument.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the Amendment Effective Date.

BIOHAVEN LTD.	**OPTIONHOLDER:**
By: _____	_____
Signature	Signature
Title: _____	Date: _____
Date: _____	

[*Signature Page to Amendment to Share Option Grant Notice and Option Agreement*]

Attachment II

Early Exercise Stock Purchase Agreement

[*Attached*]

Early Exercise Stock Purchase Agreement

THIS EARLY EXERCISE STOCK PURCHASE AGREEMENT is made by and between Biohaven Ltd., a BVI business company (the "***Company***"), and __ ("***Purchaser***").

WHEREAS, the Company granted to Purchaser options (the "***Option***") to purchase Common Shares of the Company pursuant to the Company's 2022 Equity Incentive Plan (the "***Plan***") and that certain Notice of Share Option Grant (the "***Grant Notice***") and Share Option Agreement (the "***Award Agreement***") and the exhibits and attachments attached thereto (together with the Grant Notice and Award Agreement, the "***Option Agreement***");

WHEREAS, Purchaser desires to exercise the Option on the terms and conditions contained herein; and

WHEREAS, Purchaser wishes to take advantage of the early exercise provision of Purchaser's Option and therefore to enter into this Agreement.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Incorporation of Plan and Option by Reference.** This Agreement is subject to all of the terms and conditions as set forth in the Plan and the Option. If there is a conflict between the terms of this Agreement and the terms of the Plan or the Option Agreement, the terms of the Plan or the Option Agreement shall control. Defined terms not explicitly defined in this Agreement but defined in the Plan shall have the same definitions as in the Plan. Defined terms not explicitly defined in this Agreement or the Plan but defined in the Option Agreement shall have the same definitions as in the Option Agreement.

2. **Purchase and Sale of Common Shares**.

(a) Agreement to Purchase and Sell Common Shares. Purchaser hereby agrees to purchase from the Company, and the Company hereby agrees to sell to Purchaser, an aggregate of (_) Common Shares at $_per Common Share, for an aggregate purchase price of $_____, payable as follows:

Cash, check, bank draft or money order payable to the Company $____ Value of ____Common Shares $____

Total Exercise Price $__.

Purchaser shall also pay to the Company $____ in cash or by check, bank draft or money order payable to the Company to cover any applicable withholding taxes which may be incurred upon exercise of the Option in accordance with this Agreement.

(b) Closing. The closing hereunder, including payment for and delivery of the Common Shares, shall occur at the offices of the Company immediately following the execution of this Agreement, or at such other time and place as the parties may mutually agree; *provided, however,* that if stockholder approval of the Plan is required before the Option may be exercised, then the Option may not be exercised, and the closing shall be delayed, until such stockholder approval is obtained. If such stockholder approval is not obtained within the time limit specified in the Plan, then this Agreement shall be null and void.

3. **Unvested Common Share Repurchase Option**.

(a) Repurchase Option. In the event Purchaser's Continuous Service terminates, then the Company shall have an irrevocable option (the "***Repurchase Option***") for a period of ninety (90) days after said termination, or such longer period as may be agreed to by the Company and Purchaser, to repurchase from Purchaser or Purchaser's personal representative, as the case may be, those shares that Purchaser received pursuant to the exercise of the Option that have not as yet vested as of such termination date in accordance with the Vesting Schedule indicated on Purchaser's Grant Notice (the "***Unvested Shares***").

(b) Share Repurchase Price. The Company may repurchase all or any of the Unvested Shares at the lower of (i) the Fair Market Value of the such shares (as determined under the Plan) on the date of repurchase, or (ii) the price equal to Purchaser's Exercise Price for such shares as indicated on Purchaser's Grant Notice.

(c) Exercise of Repurchase Option. The Repurchase Option shall be exercised by written notice signed by such person as designated by the Company, and delivered or mailed as provided herein. Such notice shall identify the number of Common Shares to be purchased and shall notify Purchaser of the time, place and date for settlement of such purchase, which shall be scheduled by the Company within the term of the Repurchase Option set forth above. The Company shall be entitled to pay for any Common Shares purchased pursuant to its Repurchase Option at the Company's option in cash or by offset against any indebtedness owing to the Company by Purchaser, or by a combination of both. Upon delivery of such notice and payment of the purchase price in any of the ways described above, the Company shall become the legal and beneficial owner of the Common Shares being repurchased and all rights and interest therein or related thereto, and the Company shall have the right to transfer to its own name the Common Shares being repurchased by the Company, without further action by Purchaser.

4. **Capitalization Adjustments to Common Shares.** In the event of a Capitalization Adjustment, then any and all new, substituted or additional securities or other property to which Purchaser is entitled by reason of Purchaser's ownership of Common Shares shall be immediately subject to the Repurchase Option and be included in the word "Common Shares" for all purposes of the Repurchase Option with the same force and effect as the Common Shares presently subject to the Repurchase Option, but only to the extent the Common Shares are, at the time, covered by such Repurchase Option. While the total Option Price shall remain the same after each such event, the Option Price per share of Common Shares upon exercise of the Repurchase Option shall be appropriately adjusted.

5. **Corporate Transactions.** In the event of a Corporate Transaction, then the Repurchase Option may be assigned by the Company to the successor of the Company (or such successor's parent company), if any, in connection with such Corporate Transaction. To the extent the Repurchase Option remains in effect following such Corporate Shares, it shall apply to the new capital stock or other property received in exchange for the Common Shares in consummation of the Corporate Transaction, but only to the extent the Common Shares was at the time covered by such right. Appropriate adjustments shall be made to the price per share payable upon exercise of the Repurchase Option to reflect the Corporate Transaction upon the Company's capital structure; *provided*, *however*, that the aggregate price payable upon exercise of the Repurchase Option shall remain the same.

6. **Escrow of Unvested Common Shares.** As security for Purchaser's faithful performance of the terms of this Agreement and to insure the availability for delivery of Purchaser's Common Shares upon exercise of the Repurchase Option herein provided for, Purchaser agrees, at the closing hereunder, to deliver to and deposit with [_____] ("***Escrow Agent***"), as Escrow Agent in this transaction, three (3) stock assignments duly endorsed (with date and number of shares blank) in the form attached hereto as **Exhibit A**, together with a certificate or certificates evidencing all of the Common Shares subject to the Repurchase Option; said documents are to be held by the Escrow Agent and delivered by said Escrow Agent pursuant to the Joint Escrow Instructions of the Company and Purchaser set forth in **Exhibit B**, attached hereto and incorporated by this reference, which instructions also shall be delivered to the Escrow Agent at the closing hereunder.

7. **Rights of Purchaser.** Subject to the provisions of the Option, Purchaser shall exercise all rights and privileges of a stockholder of the Company with respect to the shares deposited in escrow. Purchaser shall be deemed to be the holder of the shares for purposes of receiving any dividends that may be paid with respect to such shares and for purposes of exercising any voting rights relating to such shares, even if some or all of such shares have not yet vested and been released from the Company's Repurchase Option.

8. **Limitations on Transfer.** In addition to any other limitation on transfer created by applicable securities laws, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Shares while the Common Shares is subject to the Repurchase Option. After any Common Shares has been released from the Repurchase Option, Purchaser shall not sell, assign, hypothecate, donate, encumber or otherwise dispose of any interest in the Common Shares except in compliance with the provisions herein and applicable securities laws. Furthermore, the Common Shares shall be subject to any right of first refusal in favor of the Company or its assignees that may be contained in Purchaser's Option Agreement.

9. **Restrictive Legends.** All certificates representing the Common Shares shall have endorsed thereon legends in substantially the following forms (in addition to any other legend which may be required by other agreements between the parties hereto):

(a) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO AN OPTION SET FORTH IN AN AGREEMENT BETWEEN THE COMPANY AND THE REGISTERED HOLDER, OR SUCH HOLDER'S PREDECESSOR IN INTEREST, A COPY OF WHICH IS ON FILE AT THE PRINCIPAL OFFICE OF THIS COMPANY. ANY TRANSFER OR ATTEMPTED TRANSFER OF ANY SHARES SUBJECT TO SUCH OPTION IS VOID WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF THE COMPANY."

(b) "THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO A TRANSFER RESTRICTION, AS PROVIDED IN THE BYLAWS OF THE COMPANY."

10. **Section 83(b) Election.** Purchaser acknowledges and agrees that, no later than thirty (30) days of the date of purchase, Purchaser shall file an election under Section 83(b) of the Code (an "***83(b) Election***") with the Internal Revenue Service and shall promptly send a copy of such 83(b) Election to the Company. Forms of 83(b) Election are attached hereto as **Exhibit C** for reference.

11. **Refusal to Transfer.** The Company shall not be required (a) to transfer on its books any Common Shares of the Company which shall have been transferred in violation of any of the provisions set forth in this Agreement, or (b) to treat as owner of such shares or to accord the right to vote as such owner or to pay dividends to any transferee to whom such shares shall have been so transferred.

12. **No Employment Rights.** This Agreement is not an employment contract and nothing in this Agreement shall affect in any manner whatsoever the right or power of the Company or its Affiliates to terminate Purchaser's employment for any reason at any time, with or without cause and with or without notice.

13. **Miscellaneous**.

(a) **Notices.** Any notices required or permitted hereunder will be given in writing (including electronically) and will be deemed effectively given upon receipt or, in the case of notices delivered by mail by the Company to Purchaser, five (5) days after deposit in the United States mail, postage prepaid, addressed to Purchaser at the last address you provided to the Company. The Company may, in its sole discretion, decide to deliver any documents notices required or permitted hereunder by electronic means. By signing this Agreement, Purchaser consents to receive such documents by electronic delivery and to participate in the Plan.

(b) **Successors and Assigns.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer herein set forth, be binding upon Purchaser, Purchaser's successors, and assigns. The Company may assign the Repurchase Option hereunder at any time or from time to time, in whole or in part.

(c) **Specific Performance.** It is the intention of the parties that the Company, upon exercise of the Repurchase Option and payment for the shares repurchased, pursuant to the terms of this Agreement, shall be entitled to receive the Common Shares, *in specie*, in order to have such Common Shares available for future issuance without dilution of the holdings of other stockholders. Furthermore, it is expressly agreed between the parties that money damages are inadequate to compensate the Company for the Common Shares and that the Company shall, upon proper exercise of the Repurchase Option, be entitled to specific enforcement of its rights to purchase and receive said Common Shares.

(d) **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

(e) **Further Execution.** The parties agree to take all such further action(s) as may reasonably be necessary to carry out and consummate this Agreement as soon as practicable, and to take whatever steps may be necessary to obtain any governmental approval in connection with or otherwise qualify the issuance of the securities that are the subject of this Agreement.

(f) **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all prior agreements or understandings, whether written or oral. This Agreement may not be amended, modified or revoked, in whole or in part, except by an agreement in writing signed by each of the parties hereto.

(g) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. This Agreement may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docusign.com).

[*Remainder of page intentionally blank*]

The parties hereto have executed this Agreement as of the date first above written.

BIOHAVEN LTD.	**OPTIONHOLDER:**
By: _____	_____
Signature	Signature
	Date:
Title: _____	_____
Date: _____	

Attachments:
Exhibit A – Assignment Separate from Certificate
Exhibit B – Joint Escrow Instructions
Exhibit C – Form of Section 83(b) Election

Exhibit A

STOCK ASSIGNMENT SEPARATE FROM CERTIFICATE

For Value Received, ___hereby sells, assigns and transfers unto Biohaven Ltd., a BVI business company (the "***Company***"), pursuant to the Repurchase Option under that certain Early Exercise Stock Purchase Agreement, dated _____by and between the undersigned and the Company (the "***Agreement***"), __ (___) Common Shares of the Company standing in the undersigned's name on the books of the Company represented by Certificate No(s). ___ and does hereby irrevocably constitute and appoint the Company's Secretary attorney-in-fact to transfer said Common Shares on the books of the Company with full power of substitution in the premises. This Assignment may be used only in accordance with and subject to the terms and conditions of the Agreement, in connection with the repurchase of Common Shares issued to the undersigned pursuant to the Agreement, and only to the extent that such shares remain subject to the Company's Repurchase Option under the Agreement.

Dated: __

(Signature)

(Print Name)

(Instruction: ***Please do not fill in any blanks other than the "Signature" line and the "Print Name" line***.**)**

Exhibit B

JOINT ESCROW INSTRUCTIONS

Secretary Biohaven, Ltd.
[Address]

Dear Sir or Madam:

As Escrow Agent for both Biohaven Ltd., a BVI business company (the "Company"), and the undersigned purchaser of Common Shares of the Company ("Purchaser"), you are hereby authorized and directed to hold the documents delivered to you pursuant to the terms of that certain Early Exercise Stock Purchase Agreement ("Agreement"), dated _____ to which a copy of these Joint Escrow Instructions is attached as Exhibit B, in accordance with the following instructions:

1. In the event the Company or an assignee shall elect to exercise the Repurchase Option set forth in the Agreement, the Company or its assignee will give to Purchaser and you a written notice specifying the number of Common Shares to be purchased, the purchase price, and the time for a closing hereunder at the principal office of the Company. Purchaser and the Company hereby irrevocably authorize and direct you to close the transaction contemplated by such notice in accordance with the terms of said notice.

2. At the closing you are directed (a) to date any stock assignments necessary for the transfer in question, (b) to fill in the number of shares being transferred, and (c) to deliver same, together with the certificate evidencing the Common Shares to be transferred, to the Company against the simultaneous delivery to you of the purchase price (which may include suitable acknowledgment of cancellation of indebtedness) of the number of Common Shares being purchased pursuant to the exercise of the Repurchase Option.

3. Purchaser irrevocably authorizes the Company to deposit with you any certificates evidencing Common Shares to be held by you hereunder and any additions and substitutions to said shares as specified in the Agreement. Purchaser does hereby irrevocably constitute and appoint you as the Purchaser's attorney-in-fact and agent for the term of this escrow to execute with respect to such securities and other property all documents of assignment and/or transfer and all stock certificates necessary or appropriate to make all securities negotiable and complete any transaction herein contemplated, including but not limited to any appropriate filing with state or government officials or bank officials. Subject to the provisions of this paragraph 3, Purchaser shall exercise all rights and privileges of a stockholder of the Company while the stock is held by you.

4. This escrow shall terminate and the shares of stock held hereunder shall be released in full upon the expiration or exercise in full of the Repurchase Option, whichever occurs first.

5. If at the time of termination of this escrow you should have in your possession any documents, securities, or other property belonging to Purchaser, you shall deliver all of same to Purchaser and shall be discharged of all further obligations hereunder; *provided, however,* that if at the time of termination of this escrow you are advised by the Company that the property subject to this escrow is the subject of a pledge or other security agreement, you shall deliver all such property to the pledgeholder or other person designated by the Company.

6. Except as otherwise provided in these Joint Escrow Instructions, your duties hereunder may be altered, amended, modified or revoked only by a writing signed by all of the parties hereto.

7. You shall be obligated only for the performance of such duties as are specifically set forth herein and may rely and shall be protected in relying or refraining from acting on any instrument reasonably believed by you to be genuine and to have been signed or presented by the proper party or parties or their assignees. You shall not be personally liable for any act you may do or omit to do hereunder as Escrow Agent or as attorney-in-fact for Purchaser while acting in good faith and any act done or omitted by you pursuant to the advice of your own attorneys shall be conclusive evidence of such good faith.

8. You are hereby expressly authorized to disregard any and all warnings given by any of the parties hereto or by any other person or corporation, excepting only orders or process of courts of law, and are hereby expressly authorized to comply with and obey orders, judgments or decrees of any court. In case you

obey or comply with any such order, judgment or decree of any court, you shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree being subsequently reversed, modified, annulled, set aside, vacated or found to have been entered without jurisdiction.

9. You shall not be liable in any respect on account of the identity, authority or rights of the parties executing or delivering or purporting to execute or deliver the Agreement or any documents or papers deposited or called for hereunder.

10. You shall not be liable for the outlawing of any rights under any statute of limitations with respect to these Joint Escrow Instructions or any documents deposited with you.

11. Your responsibilities as Escrow Agent hereunder shall terminate if you shall cease to be Secretary of the Company or if you shall resign by written notice to the Company party. In the event of any such termination, the Secretary of the Corporation shall automatically become the successor Escrow Agent unless the Company shall appoint another successor Escrow Agent, and Purchaser hereby confirms the appointment of such successor as Purchaser's attorney-in-fact and agent to the full extent of your appointment.

12. If you reasonably require other or further instruments in connection with these Joint Escrow Instructions or obligations in respect hereto, the necessary parties hereto shall join in furnishing such instruments.

13. It is understood and agreed that should any dispute arise with respect to the delivery and/or ownership or right of possession of the securities, you are authorized and directed to retain in your possession without liability to anyone all or any part of said securities until such dispute shall have been settled either by mutual written agreement of the parties concerned or by a final order, decree or judgment of a court of competent jurisdiction after the time for appeal has expired and no appeal has been perfected, but you shall be under no duty whatsoever to institute or defend any such proceedings.

14. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, including delivery by express courier or five days after deposit in the United States Post Office, by registered or certified mail with postage and fees prepaid, addressed to each of the other parties hereunto entitled at the following addresses, or at such other addresses as a party may designate by ten days' advance written notice to each of the other parties hereto:

Company: Biohaven Ltd.
[Address]
Attn: [●]

Purchaser:

_____

_____

_____

Escrow Agent: Biohaven Ltd.
[Address]
Attn: [●]

15. By signing these Joint Escrow Instructions you become a party hereto only for the purpose of said Joint Escrow Instructions; you do not become a party to the Agreement.

16. You shall be entitled to employ such legal counsel and other experts as you may deem necessary properly to advise you in connection with your obligations hereunder. You may rely upon the advice of such counsel, and may pay such counsel reasonable compensation therefor. The Company shall be responsible for all fees generated by such legal counsel in connection with your obligations hereunder.

17. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. It is understood and agreed that references to "you" or "your" herein

refer to the original Escrow Agent and to any and all successor Escrow Agents. It is understood and agreed that the Company may at any time or from time to time assign its rights under the Agreement and these Joint Escrow Instructions in whole or in part.

18. This Agreement shall be governed by and interpreted and determined in accordance with the laws of the State of Delaware.

Very truly yours,

Biohaven Ltd.
By _____
Name _____
Title _____

Purchaser
Signature _____
Name (Please print) _____

Escrow Agent: _____

Exhibit C

Section 83(b) Election

(for Stock Acquired under Nonstatutory Stock Option)

_____, 20

Department of the Treasury
Internal Revenue Service
[City, State Zip][1]

Re: Election Under Section 83(b)

Ladies and Gentlemen:

The undersigned taxpayer hereby elects, pursuant to Section 83(b) of the Internal Revenue Code of 1986, as amended, to include in gross income as compensation for services the excess (if any) of the fair market value of the shares described below over the amount paid for those shares. The following information is supplied in accordance with Treasury Regulation § 1.83-2:

1. The name, social security number, address of the undersigned, and the taxable year for which this election is being made are:

Name: __

Social Security Number: __

Address: __

Taxable year: Calendar year 20___.

2. The property that is the subject of this election: _____ Common Shares of Biohaven Ltd., a BVI business company (the "***Company***").

3. The property was transferred on: _____.

4. The property is subject to the following restrictions: The shares are subject to repurchase at less than their fair market value if the undersigned does not continue to provide services for the Company for a designated period of time. The right of repurchase lapses over a specified vesting period.

5. The fair market value of the property at the time of transfer (determined without regard to any restriction other than a nonlapse restriction as defined in Treasury Regulation § 1.83-3(h)): $[●] per share x [#] shares = $[●].

6. For the property transferred, the undersigned paid: $[●] per share x [#] shares = $[●].

7. The amount to include in gross income is: $[●].[2]

The undersigned taxpayer will file this election with the Internal Revenue Service office with which taxpayer files his or her annual income tax return not later than 30 days after the date of transfer of the property. A copy of the

[1] Per Treasury Regulation § 1.83-2(c), the Section 83(b) election must be filed with the IRS office where the person otherwise files his or her tax return. See http://www.irs.gov/uac/Where-to-File-Addresses-for--Taxpayers-and--Tax-Professionals-Filing-Form-1040. Use the address in the row which includes the state in which the service provider lives and in the column entitled "And you ARE NOT enclosing a payment".

[2] This should equal the amount in Item 5 minus the amount in Item 6, and in many cases will be $0.00.

election also will be furnished to the person for whom the services were performed and the transferee of the property, if any. Additionally, the undersigned will include a copy of the election with his or her income tax return for the taxable year in which the property is transferred. The undersigned is the person performing the services in connection with which the property was transferred.

Very truly yours,

_____

[Name]

[Instructions for Filing Section 83(b) Election]

Attached is a form of election under Section 83(b) of the Internal Revenue Code and an accompanying IRS cover letter. Please fill in your social security number and sign the election and cover letter, then proceed as follows:

(a) Make four copies of the completed election form and one copy of the IRS cover letter.

(b) Send the original election form and cover letter, the copy of the cover letter, and a self-addressed stamped return envelope to the Internal Revenue Service Center where you would otherwise file your tax return. Even if an address for an Internal Revenue Service Center is already included in the forms below, it is your obligation to verify such address. This can be done by searching for the term “where to file” on www.irs.gov or by calling 1 (800) 829-1040. Sending the election via certified mail, requesting a return receipt, is also recommended.

(c) Deliver one copy of the completed election form to Biohaven Ltd.

(d) Attach one copy of the completed election form to your state personal income tax return when you file it for the year of exercise (assuming you file a state income tax return), if required by state law.

(e) Retain one copy of the completed election form for your personal permanent records.

Note: An additional copy of the completed election form must be delivered to the transferee (recipient) of the property if the service provider and the transferee are not the same person.

Please note that the election must be filed with the IRS within 30 days of the date of your stock option early exercise. Failure to file within that time will render the election void and you may recognize ordinary taxable income as your vesting restrictions lapse. Biohaven Ltd. and its counsel cannot assume responsibility for failure to file the election in a timely manner under any circumstances.

_____,_____

RETURN SERVICE REQUESTED

Department of the Treasury Internal Revenue Service
[City, State Zip]

Re: **Election Under Section 83(b) of the Internal Revenue Code**

Dear Sir or Madam:

Enclosed please find an executed form of election under Section 83(b) of the Internal Revenue Code of 1986, as amended, filed with respect to an interest in Biohaven Ltd.

Also enclosed is a copy of this letter and a stamped, self-addressed envelope. Please acknowledge receipt of these materials by marking the copy when received and returning it to the undersigned.

Thank you very much for your assistance.

Very truly yours,

_____
[Name]

Enclosures

Exhibit 31.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Vlad Coric, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2023 of Biohaven Ltd. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2023

/s/ VLAD CORIC, M.D.
Vlad Coric, M.D.
President and Chief Executive Officer
(principal executive officer)

Exhibit 31.2

CERTIFICATION OF PRINCIPAL FINANCIAL OFFICER
PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Matthew Buten, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q for the period ended March 31, 2023 of Biohaven Ltd. (the "registrant");

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

    b. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

    c. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 12, 2023

/s/ MATTHEW BUTEN
Matthew Buten
Chief Financial Officer
(principal financial officer)

Exhibit 32.1

CERTIFICATIONS OF
PRINCIPAL EXECUTIVE OFFICER AND PRINCIPAL FINANCIAL OFFICER
PURSUANT TO 18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

Pursuant to the requirement set forth in Rule 13a-14(b) of the Securities Exchange Act of 1934, as amended, (the "Exchange Act") and Section 1350 of Chapter 63 of Title 18 of the United States Code (18 U.S.C. §1350), Vlad Coric, M.D., President and Chief Executive Officer of Biohaven Ltd. (the "Company"), and Matthew Buten, Chief Financial Officer of the Company, each hereby certifies that, to the best of his knowledge:

1. The Company's Quarterly Report on Form 10-Q for the period ended March 31, 2023, to which this Certification is attached as Exhibit 32.1 (the "Periodic Report"), fully complies with the requirements of Section 13(a) or Section 15(d) of the Exchange Act; and

2. The information contained in the Periodic Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

IN WITNESS WHEREOF, the undersigned have set their hands hereto as of the 12 day of May 2023.

/s/ VLAD CORIC, M.D.	/s/ MATTHEW BUTEN
Vlad Coric, M.D.	Matthew Buten
President and Chief Executive Officer	*Chief Financial Officer*
(principal executive officer)	*(principal financial officer)*

* This certification accompanies the Form 10-Q to which it relates, is not deemed filed with the Securities and Exchange Commission and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Exchange Act (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.