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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 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, 2021

OR

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

Commission File Number 001-36751

OCUGEN, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware	**04-3522315**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)

263 Great Valley Parkway
Malvern, Pennsylvania 19355
(Address of principal executive offices, including zip code)
(484) 328-4701
(Registrant's telephone number, including area code)

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

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.01 per share	**OCGN**	**The Nasdaq Stock Market LLC (The Nasdaq Capital Market)**

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 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, 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	☒	Smaller 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 7(a)(2)(B) of the Securities 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 April 30, 2021, there were 198,228,533 outstanding shares of the registrant's common stock, $0.01 par value per share.

OCUGEN, INC.
QUARTERLY REPORT ON FORM 10-Q
FOR THE QUARTERLY PERIOD ENDED MARCH 31, 2021

Unless the context otherwise requires, references to the "Company," "we," "our," or "us" in this report refer to Ocugen, Inc. and its subsidiaries, and references to "OpCo" refer to Ocugen OpCo, Inc., the Company's wholly owned subsidiary.

DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

This Quarterly Report on Form 10-Q contains forward-looking statements that involve substantial risks and uncertainties. All statements, other than statements of historical facts contained in this Quarterly Report on Form 10-Q regarding our strategy, future operations, future financial position, future revenues, projected costs, prospects, plans, and objectives of management are forward-looking statements. These statements involve known and unknown risks, uncertainties, and other important factors that may cause our actual results, performance, or achievements to be materially different from any future results, performance, or achievements expressed or implied by the forward-looking statements. The words "anticipate," "believe," "estimate," "expect," "intend," "may," "plan," "predict," "project," “will,” “would,” or the negative of such terms and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Such statements are based on assumptions and expectations that may not be realized and are inherently subject to risks, uncertainties, and other factors, many of which cannot be predicted with accuracy and some of which might not even be anticipated.

The forward-looking statements in this Quarterly Report on Form 10-Q and contained in the Annual Report on Form 10-K filed with the United States Securities and Exchange Commission (“SEC”) on March 19, 2021 (the "2020 Annual Report") include, among other things, statements about:

- our estimates regarding expenses, future revenue, capital requirements, and timing and availability of and the need for additional financing;
- our ability to obtain sufficient additional capital to continue to advance our product candidates and our preclinical programs;
- our activities with respect to COVAXIN, our vaccine candidate for the prevention of COVID-19, in collaboration with Bharat Biotech International Limited (“Bharat Biotech”), including our plans and expectations regarding clinical development, manufacturing, pricing, regulatory review and compliance, reliance on third parties, and commercialization, if authorized or approved;
- the extent to which health epidemics and other outbreaks of communicable diseases, including the COVID-19 pandemic, could disrupt our business and operations;
- the uncertainties associated with the clinical development and regulatory authorization or approval of product candidates, including potential delays in the commencement, enrollment, and completion of clinical trials;
- our ability to realize any value from product candidates and preclinical programs being developed and anticipated to be developed in light of inherent risks and difficulties involved in successfully bringing product candidates to market and the risk that products will not achieve broad market acceptance;
- uncertainties in obtaining successful clinical results for product candidates and unexpected costs that may result therefrom;
- our ability to maintain our collaboration with Bharat Biotech and to establish additional collaborations and/or partnerships;
- our ability to comply with regulatory schemes applicable to our business and other regulatory developments in the United States and foreign countries;
- the performance of third-parties upon which we depend, including third-party contract research organizations, and third-party suppliers, manufacturers, group purchasing organizations, distributors, and logistics providers;
- the pricing and reimbursement of our product candidates, if authorized or approved;
- our ability to obtain and maintain patent protection, or obtain licenses to intellectual property and defend our intellectual property rights against third-parties;
- our ability to maintain our relationships, profitability, and contracts with our key commercial partners;
- our ability to recruit or retain key scientific, technical, commercial, and management personnel or to retain our executive officers;
- our ability to comply with stringent U.S. and foreign government regulation in the manufacture of pharmaceutical products, including Good Manufacturing Practice compliance and other relevant regulatory authorities; and
- other matters discussed under the heading “Risk Factors” contained in this Quarterly Report on Form 10-Q, the 2020 Annual Report, and in any other documents we file with the SEC.

We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements, and you should not place undue reliance on our forward-looking statements. Actual results or events could differ materially from the plans, intentions, and expectations disclosed in the forward-looking statements we make. We have included important factors in the cautionary statements included in this Quarterly Report on Form 10-Q and in the 2020 Annual Report, particularly under “Risk Factors,” that we believe could cause actual results or events to differ materially from the forward-looking statements that we make. Our forward-looking statements do not reflect the potential impact of any future acquisitions, mergers, dispositions, joint ventures, collaborations, or investments we may make.

You should read this Quarterly Report on Form 10-Q and the documents that we have filed as exhibits to this Form 10-Q completely and with the understanding that our actual future results may be materially different from what we expect. We do not assume any obligation to update any forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Form 10-Q, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain and investors are cautioned not to unduly rely upon these statements.

Solely for convenience, tradenames and trademarks referred to in this Quarterly Report on Form 10-Q appear without the ® or TM symbols, but those references are not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or that the applicable owner will not assert its rights, to these tradenames or trademarks, as applicable. All tradenames, trademarks, and service marks included or incorporated by reference in this Quarterly Report on Form 10-Q are the property of their respective owners.

OCUGEN, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(in thousands, except share and per share amounts)
(Unaudited)

	March 31, 2021	December 31, 2020
Assets		
Current assets		
Cash and cash equivalents	$ 44,792	$ 24,039
Advance for COVAXIN supply	4,988	—
Prepaid expenses and other current assets	1,576	1,839
Total current assets	51,356	25,878
Property and equipment, net	762	633
Restricted cash	151	151
Other assets	1,578	714
Total assets	$ 53,847	$ 27,376
Liabilities and stockholders' equity		
Current liabilities		
Accounts payable	$ 1,040	$ 395
Accrued expenses and other current liabilities	2,703	2,941
Short-term debt, net	374	234
Operating lease obligation	164	44
Total current liabilities	4,281	3,614
Non-current liabilities		
Operating lease obligation, less current portion	1,375	389
Long term debt, net	1,702	1,823
Total non-current liabilities	3,077	2,212
Total liabilities	7,358	5,826
Commitments and contingencies (Note 11)		
Stockholders' equity		
Convertible preferred stock; $0.01 par value; 10,000,000 shares authorized at March 31, 2021 and December 31, 2020		
Series A; seven issued and outstanding at March 31, 2021 and December 31, 2020	—	—
Series B; 54,745 and zero issued and outstanding at March 31, 2021 and December 31, 2020, respectively	1	—
Common stock; $0.01 par value; 200,000,000 authorized; 188,277,852 and 184,133,384 shares issued at March 31, 2021 and December 31, 2020, respectively; 188,156,352 and 184,011,884 shares outstanding at March 31, 2021 and December 31, 2020, respectively	1,883	1,841
Treasury stock, at cost, 121,500 shares at March 31, 2021 and December 31, 2020	(48)	(48)
Additional paid-in capital	125,032	93,059
Accumulated deficit	(80,379)	(73,302)
Total stockholders' equity	46,489	21,550
Total liabilities and stockholders' equity	$ 53,847	$ 27,376

See accompanying notes to condensed consolidated financial statements.

OCUGEN, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in thousands, except share and per share amounts)
(Unaudited)

	Three months ended March 31,	
	2021	**2020**
Operating expenses		
Research and development	$ 2,872	$ 1,652
General and administrative	4,185	2,277
Total operating expenses	7,057	3,929
Loss from operations	(7,057)	(3,929)
Other income (expense)		
Interest expense	(20)	(15)
Total other income (expense)	(20)	(15)
Net loss and comprehensive loss	$ (7,077)	$ (3,944)
Shares used in calculating net loss per common share — basic and diluted	186,298,122	52,627,228
Net loss per share of common stock — basic and diluted	$ (0.04)	$ (0.07)

See accompanying notes to condensed consolidated financial statements.

OCUGEN, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)

(in thousands, except share amounts)

(Unaudited)

	Series A Convertible Preferred Stock		Series B Convertible Preferred Stock		Common Stock		Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2020	7	$ —	—	$ —	184,133,384	$ 1,841	$ (48)	$ 93,059	$ (73,302)	$ 21,550
Stock-based compensation expense	—	—	—	—	—	—	—	833	—	833
Issuance of common stock for option exercises	—	—	—	—	157,468	2	—	174	—	176
At-the-market common stock issuance, net	—	—	—	—	987,000	10	—	4,839	—	4,849
Registered direct offering common stock issuance, net	—	—	—	—	3,000,000	30	—	21,174	—	21,204
Series B Convertible Preferred Stock issuance, net	—	—	54,745	1	—	—	—	4,953	—	4,954
Net loss	—	—	—	—	—	—	—	—	(7,077)	(7,077)
Balance at March 31, 2021	7	$ —	54,745	$ 1	188,277,852	$ 1,883	$ (48)	$ 125,032	$ (80,379)	$ 46,489

	Series A Convertible Preferred Stock		Series B Convertible Preferred Stock		Common Stock		Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Total
	Shares	Amount	Shares	Amount	Shares	Amount				
Balance at December 31, 2019	7	$ —	—	$ —	52,746,728	$ 528	$ (48)	$ 62,019	$ (51,480)	$ 11,019
Stock-based compensation expense	—	—	—	—	—	—	—	222	—	222
Net loss	—	—	—	—	—	—	—	—	(3,944)	(3,944)
Balance at March 31, 2020	7	$ —	—	$ —	52,746,728	$ 528	$ (48)	$ 62,241	$ (55,424)	$ 7,297

See accompanying notes to condensed consolidated financial statements.

OCUGEN, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)
(Unaudited)

	Three months ended March 31,	
	2021	**2020**
Cash flows from operating activities		
Net loss	$ (7,077)	$ (3,944)
Adjustments to reconcile net loss to net cash used in operating activities:		
Depreciation expense	44	18
Non-cash interest expense	20	15
Non-cash lease expense	68	48
Stock-based compensation expense	833	222
Changes in assets and liabilities:		
Prepaid expenses and other assets	493	228
Accounts payable and accrued expenses	405	(1,225)
Lease obligations	(69)	(48)
Net cash used in operating activities	(5,283)	(4,686)
Cash flows from investing activities		
Purchase of property and equipment	(261)	(53)
Net cash used in investing activities	(261)	(53)
Cash flows from financing activities		
Financing lease principal payments	(6)	(6)
Proceeds from issuance of common stock	28,125	—
Payment of equity issuance costs	(1,822)	—
Proceeds from issuance of debt	—	500
Payments of debt issuance costs	—	(6)
Net cash provided by financing activities	26,297	488
Net increase (decrease) in cash, cash equivalents, and restricted cash	20,753	(4,251)
Cash, cash equivalents, and restricted cash at beginning of period	24,190	7,595
Cash, cash equivalents, and restricted cash at end of period	$ 44,943	$ 3,344
Supplemental disclosure of non-cash transactions:		
Series B Convertible Preferred Stock issuance	$ 4,988	$ —
Equity issuance costs	$ 108	$ —
Purchase of property and equipment	$ 44	$ —
Right-of-use asset related to operating leases	$ 926	$ —

See accompanying notes to condensed consolidated financial statements.

OCUGEN, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

1. Nature of Business

Ocugen, Inc., together with its wholly owned subsidiaries (“Ocugen” or the “Company”), is a biopharmaceutical company focused on developing gene therapies to cure blindness diseases and developing a vaccine to save lives from COVID-19. The Company is located in Malvern, Pennsylvania, and manages its business as one operating segment.

COVID-19 Vaccine

In February 2021, the Company entered into a Co-Development, Supply and Commercialization Agreement (the "Covaxin Agreement") with Bharat Biotech International Limited ("Bharat Biotech"), pursuant to which the Company obtained an exclusive right and license under certain of Bharat Biotech's intellectual property rights, with the right to grant sublicenses to develop, manufacture, and commercialize COVAXIN for the prevention of COVID-19 in humans in the United States, its territories and possessions (the “Ocugen Covaxin Territory”). COVAXIN is a whole-virion inactivated COVID-19 vaccine candidate and is formulated with the inactivated SARS-CoV-2 virus, an antigen, and an adjuvant. COVAXIN requires a two-dose vaccination regimen given 28 days apart and is stored in standard vaccine storage conditions (2-8°C).

COVAXIN has been granted approval for emergency use in India and millions have been dosed to date. The Phase 1 and Phase 2 clinical trials conducted in India reported strong Immunoglobulin G ("IgG") responses against the spike protein, receptor-binding domain ("RBD"), and the nucleocapsid protein of the SARS-CoV-2 virus, along with strong cellular responses. Strong cellular responses are necessary for memory and long-term durability of vaccines. Both the Phase 1 and Phase 2 clinical trials were published in the Lancet. Bharat Biotech is currently conducting a Phase 3 clinical trial in India. Enrollment in the Phase 3 clinical trial is complete. In April 2021, COVAXIN demonstrated positive results in the second interim analysis of the Phase 3 clinical trial showing a vaccine efficacy in mild, moderate, and severe COVID-19 disease of 78%, efficacy against severe COVID-19 disease alone of 100%, and efficacy against asymptomatic COVID-19 infection of 70%. The 78% efficacy result represents a point estimate of vaccine efficacy with a 95% confidence interval of 61% to 88% against mild, moderate, and severe COVID-19 disease. In an in vitro study conducted by the Indian Council of Medical Research ("ICMR")-National Institute of Virology, COVAXIN demonstrated potential effectiveness against the Brazilian variant of SARS-CoV-2, B.1.1.28.2, which contains the E484K mutation found in New York. An additional in vitro study conducted by the ICMR-National Institute of Virology suggested that COVAXIN was effective against the U.K. variant, B.1.1.7, as well as the Indian double mutant variant, B.1.617. These studies suggest that COVAXIN vaccination may be effective against infection from multiple SARS-CoV-2 variants.

The Company is currently evaluating the clinical and regulatory path for COVAXIN in the United States including obtaining Emergency Use Authorization ("EUA") from the U.S. Food and Drug Administration (the "FDA") and, eventually, biologic license application (“BLA”) approval in the United States, as well as the Company's commercialization strategy, if authorized or approved. The Company has initiated discussions with the FDA regarding the development of COVAXIN and EUA. Consistent with the FDA guidance document on EUA for vaccines to prevent COVID-19, the company has submitted key information and data to date (including preclinical studies, chemistry, manufacturing, and controls ("CMC"), and clinical studies) as a “Master File” for FDA review and input prior to a planned EUA submission. The Company is currently waiting for additional data from Bharat Biotech from the ongoing Phase 3 clinical trial for an EUA submission. See Note 3 for additional information about the terms, rights, and obligations under the Covaxin Agreement.

Modifier Gene Therapy Platform

The Company is developing a breakthrough modifier gene therapy platform to generate therapies designed to fulfill unmet medical needs in the area of retinal diseases, including inherited retinal diseases ("IRDs") and dry age-related macular degeneration ("AMD"). The Company's modifier gene therapy platform is based on nuclear hormone receptors (“NHRs”), which have the potential to restore homeostasis, the basic biological processes in the retina. Unlike single-gene replacement therapies, which only target one genetic mutation, the Company believes that its gene therapy platform, through its use of NHRs, represents a novel approach in that it may address multiple retinal diseases with one product.

The Company believes that OCU400, its first product candidate being developed with its modifier gene therapy platform, has the potential to be broadly effective in restoring retinal integrity and function across a range of genetically diverse IRDs, including retinitis pigmentosa ("RP") and leber congenital amaurosis ("LCA"). OCU400 has received four Orphan Drug

Designations ("ODDs") from the FDA for the treatment of certain disease genotypes: nuclear receptor subfamily 2 group E member 3 ("*NR2E3*"), centrosomal protein 290 ("*CEP290*"), rhodopsin ("*RHO*"), and phosphodiesterase 6B ("*PDE6ß*") mutation-associated inherited retinal degenerations. The Company is planning to initiate two Phase 1/2a clinical trials for OCU400 in the United States in the second half of 2021. OCU400 additionally received Orphan Medicinal Product Designation ("OMPD") from the European Commission ("EC"), based on the recommendation of the European Medicines Agency ("EMA"), for RP and LCA in February 2021, which the Company believes further supports the potential broad spectrum application of OCU400 to treat many IRDs. The Company is currently evaluating options to commence OCU400 clinical trials in Europe in 2022. The Company's second gene therapy candidate, OCU410, is being developed to utilize the nuclear receptor genes RAR-related orphan receptor A ("*RORA*") for the treatment of dry AMD. This candidate is currently in preclinical development. The Company is planning to initiate a Phase 1/2a clinical trial for OCU410 in 2022.

Novel Biologic Therapy for Retinal Diseases

The Company is also conducting preclinical development for its biologic product candidate, OCU200. OCU200 is a novel fusion protein designed to treat diabetic macular edema ("DME"), diabetic retinopathy ("DR"), and wet AMD. The Company had a pre-Investigational New Drug ("IND") meeting with the FDA in November 2020 and received guidance on IND-enabling preclinical studies to support the Phase 1/2a study. The Company expects to initiate IND-enabling preclinical studies for OCU200 in 2021 and plans to initiate a Phase 1/2a clinical trial for OCU200 in 2022.

2. Summary of Significant Accounting Policies

Basis of Presentation and Consolidation

The accompanying condensed consolidated financial statements included herein have been prepared in conformity with accounting principles generally accepted in the United States (“GAAP”) and under the rules and regulations of the United States Securities and Exchange Commission (“SEC”) for interim reporting. The accompanying unaudited condensed consolidated financial statements include all adjustments, consisting of normal recurring adjustments, that are necessary to present fairly the Company’s financial position, results of operations, and cash flows. The condensed consolidated results of operations are not necessarily indicative of the results that may occur for the full fiscal year. Certain information and footnote disclosures of the Company normally included in the financial statements prepared in accordance with GAAP have been condensed or omitted under the SEC’s rules and regulations. These condensed consolidated financial statements should be read in conjunction with the audited financial statements and accompanying notes thereto for the year ended December 31, 2020, included in the Company's Annual Report on Form 10-K filed with the SEC on March 19, 2021 (the "2020 Annual Report").

The condensed consolidated financial statements include the accounts of Ocugen, Inc. and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation. Certain prior period amounts have been reclassified to conform with current period presentation.

Use of Estimates

In preparing the condensed consolidated financial statements in conformity with GAAP, management is required to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of expenses during the reporting period. Due to inherent uncertainty involved in making estimates, actual results reported in future periods may be affected by changes in these estimates. On an ongoing basis, the Company evaluates its estimates and assumptions. These estimates and assumptions primarily include those used in the accounting for research and development accruals and the fair value measurement of equity instruments.

Collaboration Arrangements

The Company assesses whether collaboration agreements are subject to Financial Accounting Standards Board ("FASB") Accounting Standards Codification (“ASC”) Topic 808, *Collaborative Arrangements* (“ASC 808”), based on whether they involve joint operating activities and whether both parties have active participation in the arrangement and are exposed to significant risks and rewards. To the extent that the arrangement falls within the scope of ASC 808, the Company assesses whether the payments between the Company and the collaboration partner are subject to other accounting literature. If payments from the collaboration partner represent consideration from a customer, the Company accounts for those payments within the scope of FASB ASC Topic 606, *Revenue from Contracts with Customers*. However, if the Company concludes that its collaboration partner is not a customer, the Company will record royalty payments received as collaboration revenue in the period in which the underlying sale occurs and record expenses and expense reimbursements as either research and

development expense or general and administrative expense, or a reduction thereof, based on the underlying nature of the expense or expense reimbursement.

Exit and Disposal Activities

The Company records liabilities for one-time termination benefits in accordance with FASB ASC Topic 420, *Exit and Disposal Cost Obligations* ("ASC 420"). In accordance with ASC 420, an arrangement for one-time termination benefits exists at the date the plan of the termination meets the following criteria: (i) management commits to a plan of termination, (ii) the plan identifies the impacted employees and expected completion date, (iii) the plan identifies the terms of the benefits arrangement, (iv) it is unlikely significant changes to the plan will be made or the plan will be withdrawn, and (v) the plan has been communicated to employees. Costs for one-time termination benefits in which the employee is required to render service until termination in order to receive the benefits, are recognized ratably over the future service period.

The Company records liabilities for employee termination benefits covered by ongoing benefit arrangements in accordance with FASB ASC Topic 712, *Compensation — Nonretirement Postemployment Benefits* ("ASC 712"). In accordance with ASC 712, costs for termination benefits under ongoing benefits arrangements are recognized when management has committed to a plan of termination and the costs are probable and estimable.

Severance-related charges, once incurred, are recognized as either research and development expense or general and administrative expense within the condensed consolidated statements of operations and comprehensive loss depending on the job function of the employee.

Fair Value Measurements

The company follows the provisions of the FASB ASC Topic 820, *Fair Value Measurements* (“ASC 820”), which defines fair value as used in numerous accounting pronouncements, establishes a framework for measuring fair value, and expands disclosure of fair measurements.

The carrying value of certain financial instruments, including cash and cash equivalents, accounts payable, and accrued expenses approximates their fair values due to the short-term nature of these instruments.

ASC 820 defines fair value 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. ASC 820 also establishes a fair value hierarchy, which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. ASC 820 describes three levels of inputs that may be used to measure fair value:

Level 1 — quoted prices in active markets for identical assets or liabilities
Level 2 — quoted prices for similar assets and liabilities in active markets or inputs that are observable
Level 3 — inputs that are unobservable (for example cash flow modeling inputs based on assumptions)

As of March 31, 2021, the Company believes the fair values using Level 2 inputs of the PPP Note and the borrowings under the EB-5 Loan Agreement (both as defined in Note 7) approximate their carrying values. See Note 7 for additional information.

Cash, Cash Equivalents and Restricted Cash

The Company considers all highly liquid investments that have maturities of three months or less when acquired to be cash equivalents. Cash and cash equivalents include bank demand deposits, marketable securities with maturities of three months or less at purchase, and money market funds that invest primarily in certificates of deposit, commercial paper, and U.S. government and U.S. government agency obligations. The Company’s restricted cash balance consists of cash held to collateralize a corporate credit card account.

The following table provides a reconciliation of cash, cash equivalents, and restricted cash in the condensed consolidated balance sheets to the total amount shown in the condensed consolidated statements of cash flows (in thousands):

	As of March 31,	
	2021	2020
Cash and cash equivalents	$ 44,792	$ 3,193
Restricted cash	151	151
Total cash, cash equivalents, and restricted cash	$ 44,943	$ 3,344

Property and Equipment, Net

Property and equipment is recorded at cost. Significant additions or improvements are capitalized, and expenditures for repairs and maintenance are charged to expense as incurred. Gains and losses on disposal of assets are included in the condensed consolidated statements of operations and comprehensive loss. Depreciation is calculated using the straight-line method and is recognized over the expected useful life of the underlying asset. The Company's property and equipment includes office equipment, lab equipment, leasehold improvements, and a right-of-use asset under a financing lease. The Company's office equipment includes computers and other office technology equipment with a useful life of five years as well as furniture and fixtures with a useful life of seven years. The Company's lab equipment has a useful life of five years. Leasehold improvements are amortized over the shorter of their useful lives or the remaining lease term. If a leasehold improvement transfers ownership to the Company at the end of the lease term, the leasehold improvement is amortized over its useful life. The right-of-use asset under the Company's financing lease is amortized over five years, which represents the estimated useful life of the underlying leased equipment.

Leases

The Company determines if an arrangement is a lease at inception. This determination generally depends on whether the arrangement conveys to the Company the right to control the use of an explicitly or implicitly identified fixed asset for a period of time in exchange for consideration. Control of an underlying asset is conveyed to the Company if the Company obtains the rights to direct the use of and to obtain substantially all of the economic benefits from using the underlying asset. The Company’s current and historical lease agreements include lease and non-lease components, which the Company has elected not to account for separately for all classes of underlying assets. Lease expense for variable lease components is recognized when the obligation is probable.

Operating leases are included in other assets and operating lease obligations on the Company’s condensed consolidated balance sheets. Operating lease right-of-use assets and liabilities are recognized at the commencement date based on the present value of lease payments over the lease term. Operating lease payments are recognized as lease expense on a straight-line basis over the lease term and recognized as research and development expense or general and administrative expense based on the underlying nature of the expense. The Company primarily leases real estate classified as operating leases. FASB ASC Topic 842, *Leases* ("ASC 842") requires a lessee to discount its unpaid lease payments using the interest rate implicit in the lease or, if that rate cannot be readily determined, its incremental borrowing rate. The implicit interest rate is not readily determinable in the Company’s operating leases therefore the incremental borrowing rate is used based on the information available at the commencement date in determining the present value of lease payments.

The lease term for all of the Company’s leases includes the non-cancellable period of the lease plus any additional periods covered by either a Company option to extend (or not to terminate) the lease that the Company is reasonably certain to exercise, or an option to extend (or not to terminate) the lease controlled by the lessor.

Lease payments included in the measurement of the lease liability are comprised of fixed payments, variable payments that depend on index or rate, and amounts probable to be payable under the exercise of an option to purchase the underlying asset if reasonably certain.

Variable lease payments not dependent on a rate or index associated with the Company’s leases are recognized when the event, activity, or circumstance is probable. Variable lease payments include the Company's proportionate share of certain utilities and other operating expenses and are presented as operating expenses in the Company’s condensed consolidated statements of operations and comprehensive loss in the same line item as expense arising from fixed lease payments.

Stock-based compensation

The Company accounts for its stock-based compensation awards in accordance with FASB ASC Topic 718, *Compensation — Stock Compensation* (“ASC 718”). The Company has issued stock-based compensation awards consisting of stock options and restricted stock units ("RSUs"). ASC 718 requires all stock-based payments, including grants of stock options and RSUs to be recognized in the condensed consolidated statements of operations and comprehensive loss based on their grant date fair values. The Company uses the Black-Scholes option-pricing model to determine the fair value of stock options granted. For RSUs, the fair value of the RSUs is determined by the Company’s market price of a share of common stock at the grant date. The Company recognizes forfeitures as they occur.

The Company’s stock-based awards are subject to service-based vesting conditions. Compensation expense related to awards granted with service-based vesting conditions is recognized on a straight-line basis based on the grant date fair value over the associated service period of the award, which is generally the vesting term. Stock-based awards generally vest over a one to three year requisite service period and have a contractual term of 10 years. Shares issued upon stock option exercise are newly issued common shares.

Estimating the fair value of options requires the input of subjective assumptions, including the expected life of the option, stock price volatility, the risk-free interest rate, and expected dividends. The assumptions used in the Company’s Black-Scholes option-pricing model represent management’s best estimates and involve a number of variables, uncertainties, assumptions, and the application of management’s judgment, as they are inherently subjective. If any assumptions change, the Company’s stock-based compensation expense could be materially different in the future.

Recently Adopted Accounting Standards

In December 2019, the FASB issued Accounting Standards Update ("ASU") No. 2019-12, *Income Taxes (Topic 740): Simplifying the Accounting for Income Taxes*. This standard removes certain exceptions for recognizing deferred taxes for investments, performing intraperiod allocations, and calculating income taxes in interim periods. This standard also adds guidance to reduce complexity in certain areas, including recognizing franchise tax, recognizing deferred taxes for tax goodwill, allocating taxes to the members of a consolidated group, and recognizing the effect of enacted changes in tax laws or rates during an interim period. This standard was effective for the Company on January 1, 2021. The adoption of this standard did not have a material impact on the Company's condensed consolidated financial statements.

Recent Accounting Pronouncements

In August 2020, the FASB issued ASU No. 2020-06, *Debt — Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging — Contracts in Entity's Own Equity (Subtopic 815-40)*. This standard will have an effective and transition date of January 1, 2024. Early adoption is currently permitted. This standard simplifies an issuer's accounting for convertible instruments by eliminating two of the three models that require separate accounting for embedded conversion features as well as simplifies the settlement assessment that entities are required to perform to determine whether a contract qualifies for equity classification. This standard also requires entities to use the if-converted method for all convertible instruments in the diluted earnings per share calculation and include the effect of potential share settlement (if the effect is more dilutive) for instruments that may be settled in cash or shares, except for certain liability-classified share-based payment awards. The standard requires new disclosures about events that occur during the reporting period and cause conversion contingencies to be met and about the fair value of a public business entity's convertible debt at the instrument level, among other things. The Company does not currently expect the adoption of this standard to have a material impact on the Company's condensed consolidated financial statements.

In June 2016, the FASB issued ASU No. 2016-13, *Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. The FASB subsequently issued amendments to ASU No. 2016-13, which have the same effective date and transition date of January 1, 2023. These require that credit losses be reported using an expected losses model rather than the incurred losses model that is currently used, and establishes additional disclosures related to credit risks. For available-for-sale debt securities with unrealized losses, these standards now require allowances to be recorded instead of reducing the amortized cost of the investment. These standards limit the amount of credit losses to be recognized for available-for-sale debt securities to the amount by which carrying value exceeds fair value and requires the reversal of previously recognized credit losses if fair value increases. The Company does not currently expect the adoption of these standards to have a material impact on the Company's condensed consolidated financial statements.

3. License and Development Agreements

In February 2021, the Company entered into the Covaxin Agreement with Bharat Biotech to co-develop COVAXIN, a whole-virion inactivated COVID-19 vaccine being developed to prevent COVID-19 infection, for the U.S. market. Pursuant to the Covaxin Agreement, the Company obtained an exclusive right and license under certain of Bharat Biotech's intellectual property rights, with the right to grant sublicenses, to develop, manufacture, and commercialize COVAXIN in the Ocugen Covaxin Territory. In consideration of the license and other rights granted by Bharat Biotech to the Company, the parties agreed to share any profits generated from the commercialization of COVAXIN in the Ocugen Covaxin Territory, with the Company retaining 45% of such profits, and Bharat Biotech receiving the balance of such profits. The Covaxin Agreement is a collaboration arrangement within the scope of ASC 808.

Under the Covaxin Agreement, the Company and Bharat Biotech will collaborate to develop COVAXIN for their respective territories. Except with respect to U.S. manufacturing rights under certain circumstances as described below, the Company has the exclusive right and is solely responsible for researching, developing, manufacturing, and commercializing COVAXIN for the Ocugen Covaxin Territory. Bharat Biotech has the exclusive right and is solely responsible for researching, developing, manufacturing, and commercializing COVAXIN outside of the Ocugen Covaxin Territory.

Bharat Biotech has agreed to provide to the Company all preclinical and clinical data, and to transfer to the Company certain proprietary technology owned or controlled by Bharat Biotech, that is necessary for the successful commercial manufacture and supply of COVAXIN to support commercial sale in the Ocugen Covaxin Territory, including pursuant to any EUA for the Ocugen Covaxin Territory granted by the FDA. In certain circumstances set forth in the Covaxin Agreement, and until the Company is capable and primarily responsible for the manufacture and supply of COVAXIN for the Ocugen Covaxin Territory, Bharat Biotech has the exclusive right to manufacture COVAXIN for the Ocugen Covaxin Territory and is responsible for manufacturing and supplying clinical testing materials required for the Company's development activities, and all of the Company's requirements of commercial quantities of COVAXIN. The parties expect to enter into supply agreements setting forth the terms of such supply. Bharat Biotech has agreed to provide a specified minimum number of doses in calendar year 2021. On March 18, 2021, the Company issued shares of Series B Convertible Preferred Stock (as defined in Note 8) as an advance payment for the supply of COVAXIN to be provided by Bharat Biotech under an expected future supply agreement. See Note 8 for additional information about the Series B Convertible Preferred Stock issuance to Bharat Biotech.

The Covaxin Agreement continues in effect for the commercial life of COVAXIN, subject to the earlier termination of the Covaxin Agreement in accordance with its terms. The Covaxin Agreement also contains customary representations and warranties made by both parties, and customary provisions relating to indemnification, limitation of liability, confidentiality, information and data sharing, and other matters.

4. Property and Equipment

The following table provides a summary of the major components of property and equipment as reflected on the condensed consolidated balance sheets (in thousands):

	March 31, 2021	December 31, 2020
Office equipment	$ 221	$ 166
Lab equipment	545	452
Leasehold improvements	158	177
Financing lease right-of-use asset	64	64
Total property and equipment	988	859
Less: accumulated depreciation	(226)	(226)
Total property and equipment, net	$ 762	$ 633

5. Leases

Operating Leases

The Company has commitments under an operating lease with WPT Land 2 LP (the "Landlord") for certain facilities used in its operations including for the use of laboratory, office, and storage space located in Malvern, Pennsylvania (the "Lease Agreement"). The Lease Agreement was determined to have two lease components per ASC 842, a laboratory space lease

component (the "Initial Premises") and an office, storage, and future expanded laboratory space lease component (the "Expansion Premises"), with varying commencement dates. The Initial Premises commencement date occurred in December 2020 and the Expansion Premises commencement date occurred in January 2021. The Lease Agreement has an initial term of seven years and the Company has the option to extend the Lease Agreement for one additional five year term. The option for extension has been excluded from the lease term (and lease liability) for the Lease Agreement as it is not reasonably certain that the Company will exercise such option.

The Company had a former lease agreement with the Landlord for the Company's former office space. Pursuant to the terms of the Lease Agreement, the Company terminated the former lease agreement with the Landlord without penalty upon the commencement of the Expansion Premises in January 2021.

The components of lease expense were as follows (in thousands):

	Three months ended March 31,	
	2021	2020
Operating lease cost	$ 68	$ 48
Variable lease cost	30	21
Total lease cost	$ 98	$ 69

Supplemental balance sheet information related to leases was as follows (in thousands):

	March 31, 2021	December 31, 2020
Right-of-use assets, net	$ 1,528	$ 434
Current lease obligations	$ 164	$ 44
Non-current lease obligations	1,375	389
Total lease liabilities	$ 1,539	$ 433

Supplemental information related to leases was as follows:

	Three months ended March 31,	
	2021	2020
Weighted-average remaining lease term — operating leases (years)	6.7	1.8
Weighted-average discount rate — operating leases	4.6 %	7.6 %

Future minimum operating lease base rent payments are approximately as follows (in thousands):

For the Years Ending December 31,	Amount
Remainder of 2021	$ 163
2022	252
2023	261
2024	269
2025	277
Thereafter	578
Total	$ 1,800
Less: present value adjustment	(261)
Present value of minimum lease payments	$ 1,539

6. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities are as follows (in thousands):

	March 31, 2021	December 31, 2020
Research and development	$ 454	$ 512
Clinical	115	117
Professional fees	1,259	405
Employee-related	336	963
Severance-related (1)	405	712
Other	134	232
Total accrued expenses and other current liabilities	$ 2,703	$ 2,941

(1) In June 2020, the Company communicated notice to five employees of the termination of their employment as a result of the discontinuation of the Company's OCU300 product candidate for the treatment of symptoms associated with ocular graft-versus-host disease ("oGVHD"). This reduction represented one-third of the Company's workforce at the time of communication. All terminations were "without cause" and each employee received termination benefits upon departure. The termination dates varied for each employee and ranged from June 30, 2020 to December 31, 2020. During the three months ended March 31, 2021, the Company made severance payments of $0.3 million. The Company expects to pay severance benefits of $0.4 million throughout the remainder of 2021.

7. Debt

The following table provides a summary of the carrying values for the components of debt as reflected on the condensed consolidated balance sheets (in thousands):

	March 31, 2021	December 31, 2020
PPP Note	$ 421	$ 421
EB-5 Loan Agreement	1,655	1,636
Total carrying value of debt, net	$ 2,076	$ 2,057

PPP Note

On April 30, 2020, the Company was granted a loan from Silicon Valley Bank ("SVB"), in the aggregate amount of $0.4 million, pursuant to the Paycheck Protection Program (the "PPP") of the Coronavirus Aid, Relief and Economic Security Act of 2020 (the "CARES Act"). On June 5, 2020, the PPP Flexibility Act of 2020 (the "PPPFA") was signed into law amending the original terms of the PPP. Among other things, the PPPFA extended the deferral period for monthly principal and interest payments from six months to either (i) the date the Small Business Administration ("SBA") compensates the lender for any forgiven amounts or (ii) 10 months after the end of the borrower's loan forgiveness covered period. The PPPFA also extended the covered period for qualifying expenses from eight weeks to the earlier of 24 weeks or December 31, 2020. Certain amounts of the loan may be forgiven if they are used for qualifying expenses as described by the CARES Act.

The loan was in the form of a promissory note dated April 30, 2020 in favor of SVB (the "PPP Note"). The PPP Note matures on April 30, 2022 and bears interest at a rate of 1.0% per annum. Principal and interest payments are payable monthly commencing on either (i) the date the SBA compensates SVB for forgiven amounts or (ii) 10 months after the end of the Company's covered period, which ended in October 2020. If the PPP Note is fully forgiven, the Company will not be responsible for any payments. The Company did not provide any collateral or guarantees for the loan, nor did the Company pay any facility charge to obtain the loan. The PPP Note provides for customary events of default, including, among others, failure to make payment, bankruptcy, breaches of representations, and material adverse events.

As of March 31, 2021 and December 31, 2020, the carrying value of the PPP Note was $0.4 million.

EB-5 Loan Agreement

In September 2016, pursuant to the U.S. government's Immigrant Investor Program, commonly known as the EB-5 program (the "EB-5 Program"), the Company entered into an arrangement (the "EB-5 Loan Agreement") to borrow up to $10.0 million from EB5 Life Sciences, L.P. ("EB-5 Life Sciences") in $0.5 million increments. Borrowing may be limited by the amount of funds raised by the EB-5 Life Sciences and are subject to certain job creation requirements by the Company. Borrowings are at a fixed interest rate of 4.0% per annum and are to be utilized in the clinical development, manufacturing, and commercialization of the Company's product candidates and for the general working capital needs of the Company. Outstanding borrowings pursuant to the EB-5 Loan Agreement, including accrued interest, become due upon the seventh anniversary of the final disbursement. Amounts repaid cannot be re-borrowed. The EB-5 Loan Agreement borrowings are secured by substantially all assets of the Company, except for any patents, patent applications, pending patents, patent licenses, patent sublicenses, trademarks, and other intellectual property rights.

Under the terms and conditions of the EB-5 Loan Agreement, the Company borrowed $1.0 million in 2016 and an additional $0.5 million in March 2020. Issuance costs were recognized as a reduction to the loan balance and are amortized to interest expense over the term of the loan.

The carrying values of the EB-5 Loan Agreement borrowings as of March 31, 2021 and December 31, 2020 are summarized below (in thousands):

	March 31, 2021	December 31, 2020
Principal outstanding	$ 1,500	$ 1,500
Plus: accrued interest	196	181
Less: unamortized debt issuance costs	(41)	(45)
Carrying value	$ 1,655	$ 1,636

8. Equity

COVAXIN Preferred Stock Purchase Agreement

On March 1, 2021, the Company entered into a Preferred Stock Purchase Agreement, pursuant to which the Company agreed to issue and sell 0.1 million shares of the Company's Series B Convertible Preferred Stock, par value $0.01 per share (the "Series B Convertible Preferred Stock"), at a price per share equal to $109.60, to Bharat Biotech. On March 18, 2021, the Company issued the Series B Convertible Preferred Stock as an advance payment for the supply of COVAXIN to be provided by Bharat Biotech pursuant to a supply agreement expected to be entered into with respect to the parties' Covaxin Agreement (the "Supply Agreement").

Each share of Series B Convertible Preferred Stock is convertible, at the option of Bharat Biotech, into 10 shares of the Company's common stock (the "Conversion Ratio") only after (i) the Company's receipt of stockholder approval to increase the number of authorized shares of common stock under its Sixth Amended and Restated Certificate of Incorporation and (ii) the Company's receipt of shipments by Bharat Biotech of the first 10.0 million doses of COVAXIN manufactured by Bharat Biotech pursuant to the Supply Agreement, and further on the terms and subject to the conditions set forth in the Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock (the "Certificate of Designation"). The conversion rate of the Series B Convertible Preferred Stock is subject to adjustment in the event of a stock dividend, stock split, reclassification, or similar event with respect to the Company's common stock. Subsequent to March 31, 2021, the Company's stockholders approved an increase in the number of the Company's authorized shares of common stock. See Note 12 for additional information.

Bharat Biotech is entitled to receive dividends on the Series B Convertible Preferred Stock equal (on an as-converted to common stock basis) to and in the same form as dividends actually paid on shares of common stock, when and if such dividends are paid. Except as provided by law and certain protective provisions set forth in the Certificate of Designation, the Series B Convertible Preferred Stock has no voting rights. Upon a liquidation or dissolution of the Company, holders of Series B Convertible Preferred Stock would be entitled to receive the same amount that a holder of common stock would receive if the Series B Convertible Preferred Stock were fully converted to common stock.

The Company accounted for the issuance of the Series B Convertible Preferred Stock in accordance with ASC 718 and recorded the fair value of $5.0 million within equity during the three months ended March 31, 2021, with a corresponding short-term asset for the advanced payment for the doses of COVAXIN. The Company utilized the traded common stock price,

adjusted by the Conversion Ratio, to value the Series B Convertible Preferred Stock and the Finnerty model to estimate a 15% discount rate for the lack of marketability of the instrument. The valuation incorporates Level 3 inputs in the fair value hierarchy, including the estimated time until the instrument's liquidity and estimated volatility of the Company's common stock as of the grant date.

Registered Direct Offering

On February 7, 2021, the Company entered into a Securities Purchase Agreement pursuant to which the Company agreed to issue and sell in a registered direct offering, 3.0 million shares of the Company's common stock at an offering price of $7.65 per share (the "February 2021 Registered Direct Offering"). The closing of the February 2021 Registered Direct Offering occurred on February 10, 2021 and the Company received net proceeds of $21.2 million after deducting equity issuance costs of $1.7 million.

At-the-Market Offering

During the three months ended March 31, 2021, the Company sold 1.0 million shares of the Company's common stock in an at-the-market offering (“ATM”) commenced in August 2020 (the "August 2020 ATM"). The Company received net proceeds of $4.8 million, after deducting equity issuance costs of $0.1 million. The offering was made pursuant to the Company's effective "shelf" registration statement on Form S-3 filed with the SEC on March 27, 2020, the base prospectus contained therein dated May 5, 2020, and the prospectus supplement related to the offering dated August 17, 2020. As of March 31, 2021, the Company had the remaining capacity to raise $3.3 million by issuing shares of the Company's common stock under the prospectus supplement in connection with the August 2020 ATM.

OpCo Warrants

Prior to 2018, OpCo issued warrants to purchase the Company's common stock (the "OpCo Warrants") to investors of the Company pursuant to a stockholders' agreement and to two employees of the Company pursuant to their respective employment agreements. As of March 31, 2021 and December 31, 2020, 0.9 million OpCo Warrants were outstanding and exercisable and had a weighted average exercise price of $5.67 per share. The OpCo Warrants expire between 2026 and 2027.

9. Stock-based Compensation

Stock-based compensation expense for options granted is reflected in the condensed consolidated statements of operations and comprehensive loss as follows (in thousands):

	Three months ended March 31,	
	2021	2020
General and administrative	$ 590	$ 103
Research and development	243	119
Total	$ 833	$ 222

As of March 31, 2021, the Company had $9.3 million of unrecognized compensation expense related to options outstanding under its equity plans. This expense is expected to be recognized over a weighted average period of 2.6 years as of March 31, 2021.

Equity Plans

The Company maintains two equity compensation plans, the 2014 Ocugen OpCo, Inc. Stock Option Plan (the “2014 Plan”) and the Ocugen, Inc. 2019 Equity Incentive Plan (the “2019 Plan”, collectively with the 2014 Plan, the "Plans").

On the first business day of each fiscal year, pursuant to the "Evergreen" provision of the 2019 Plan, the aggregate number of shares that may be issued under the 2019 Plan will automatically increase by a number equal to the lesser of 4% of the total number of shares of the Company's common stock outstanding on December 31st of the prior year, or a number of shares of the Company's common stock determined by the Board of Directors.

As of March 31, 2021, the 2014 Plan provides for the granting of up to 0.4 million equity awards in respect to the Company's common stock. As of March 31, 2021, the 2019 Plan provides for the granting of up to 1.3 million equity awards in respect to

the Company's common stock, inclusive of the additional shares authorized for issuance pursuant to the 2019 Plan's "Evergreen" provision on January 1, 2021.

As of March 31, 2021, an aggregate of 0.4 million and 8.8 million shares of the Company's common stock were issuable upon the exercise of outstanding stock options under the 2014 Plan and 2019 Plan, respectively.

Options to Purchase Common Stock

The following table summarizes the stock option activity under the Plans:

	Number of Shares	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life (years)	Aggregate Intrinsic Value (in thousands)
Options outstanding at December 31, 2020	4,224,433	$ 0.84	8.9	$ 5,496
Granted	5,192,550	$ 2.10		$ —
Exercised	(157,468)	$ 1.11		$ 980
Forfeited	(23,970)	$ 13.52		$ —
Options outstanding at March 31, 2021	9,235,545	$ 1.51	9.3	$ 49,598
Options exercisable at March 31, 2021	860,287	$ 1.88	7.7	$ 4,477

The weighted average grant date fair value of stock options granted during the three months ended March 31, 2021 and 2020 were $1.73 and $0.42, respectively. The total fair value of stock options vested during the three months ended March 31, 2021 and 2020 was $0.3 million and $0.1 million, respectively.

10. Net Loss Per Share of Common Stock

The following table sets forth the computation of basic and diluted earnings per share for the three months ended March 31, 2021 and 2020 (in thousands, except share and per share amounts):

	Three months ended March 31,	
	2021	2020
Net loss — basic and diluted	$ (7,077)	$ (3,944)
Shares used in calculating net loss per common share — basic and diluted	186,298,122	52,627,228
Net loss per common share — basic and diluted	$ (0.04)	$ (0.07)

The following potentially dilutive securities have been excluded from the computation of diluted weighted average shares outstanding, as their inclusion would have been antidilutive:

	Three months ended March 31,	
	2021	2020
Options to purchase common stock	9,235,545	2,496,771
RSUs	2,190	—
Warrants	870,017	9,643,945
Series A Convertible Preferred Stock (as converted to common stock)	3,115	3,115
Series B Convertible Preferred Stock (as converted to common stock)	547,450	—
Total	10,658,317	12,143,831

Total warrants excluded from the computation of diluted weighted average shares outstanding for the three months ended March 31, 2021 is comprised of 0.9 million OpCo Warrants. Total warrants excluded from the computation of diluted weighted average shares outstanding for the three months ended March 31, 2020 is comprised of 0.9 million OpCo Warrants as well as an aggregate of 8.8 million warrants issued in October 2019 under a securities purchase agreement with certain accredited investors (the "SPA Warrants"). No SPA Warrants were outstanding as of March 31, 2021 and December 31, 2020.

11. Commitments and Contingencies-

Commitments

The Company has commitments under certain license agreements, lease agreements, debt agreements, and separation agreements. Commitments under certain license agreements primarily include annual payments, payments upon the achievement of certain milestones, and royalty payments based on net sales of licensed products. Commitments under the Company's licensing agreements are more fully described within Note 3 and within the Company's 2020 Annual Report. Commitments under lease agreements are future minimum lease payments for operating leases. See Note 5 for additional information about commitments under lease agreements. Commitments under debt agreements are payments for any amount of principal and accrued interest under the PPP Note that is determined to be not forgiven by the SBA as well as the future payment of principal and accrued interest under the EB-5 Loan Agreement. See Note 7 for additional information about commitments under debt agreements. Commitments under separation agreements are severance payments to be paid throughout the remainder of 2021 as a result of the reduction in force in connection with the Company's discontinuation of its OCU300 product candidate. See Note 6 for additional information about commitments under separation agreements.

Contingencies

From time to time, the Company is subject to claims in legal proceedings arising in the normal course of its business. The Company does not believe that it is currently party to any pending legal actions that could reasonably be expected to have a material adverse effect on the business, financial condition, results of operations, or cash flows.

12. Subsequent Events

Promissory Note

On April 13, 2021, the Company issued a promissory note in the principal amount of $0.8 million to a company (the “Promissory Note”). The Promissory Note bears interest at a rate per annum of 5%. The outstanding principal balance of the Promissory Note plus any accrued and unpaid interest thereon is payable in full on April 13, 2022. The Promissory Note may be prepaid in whole or in part at any time, together with any accrued and unpaid interest, without premium, penalty, or discount. The Promissory Note contains customary covenants and events of default, including, among others, failure to make payment, breach of agreement, and bankruptcy.

Increase in Authorized Shares of Common Stock

On April 14, 2021, the Company's stockholders approved an increase in the number of the Company's authorized shares of common stock from 200.0 million to 295.0 million. Following receipt of the stockholder approval, the Company filed a Certificate of Amendment to the Company's Sixth Amended and Restated Certificate of Incorporation with the State of Delaware to effect the increase in authorized shares.

Registered Direct Offering

On April 23, 2021, the Company entered into a securities purchase agreement with healthcare-focused institutional investors pursuant to which the Company agreed to issue and sell in a registered direct offering (the "April 2021 Registered Direct Offering") an aggregate of 10.0 million shares of the Company's common stock at an offering price of $10.00 per share. The closing of the April 2021 Registered Direct Offering occurred on April 27, 2021 and the Company received net proceeds of $93.4 million after deducting equity issuance costs of $6.6 million.

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

You should read the following discussion and analysis of our financial condition and results of operations in conjunction with the financial statements and the notes thereto included elsewhere in this Quarterly Report on Form 10-Q and with our audited financial statements for the year ended December 31, 2020, included in our 2020 Annual Report. Some of the information contained in this discussion and analysis, including information with respect to our plans and strategy for our business and related financing, include forward-looking statements that involve risks, uncertainties, and assumptions. These statements are based on our beliefs and expectations about future outcomes and are subject to risks and uncertainties that could cause our actual results to differ materially from anticipated results. We undertake no obligation to publicly update these forward-looking statements, whether as a result of new information, future events, or otherwise. You should read the "Risk Factors" section included in our 2020 Annual Report and the "Risk Factors" and "Disclosure Regarding Forward-Looking Statements" sections of this Quarterly Report on Form 10-Q for a discussion of important factors that could cause actual results to differ materially from the results described in or implied by the forward-looking statements contained in the following discussion and analysis.

Overview

We are a biopharmaceutical company focused on developing gene therapies to cure blindness diseases and developing a vaccine to save lives from COVID-19.

Our cutting-edge technology pipeline includes:

- **COVID-19 Vaccine** — COVAXIN is a whole-virion inactivated COVID-19 vaccine candidate being developed to prevent COVID-19 infection in humans. We are co-developing COVAXIN with Bharat Biotech for the U.S. market.
- **Modifier Gene Therapy Platform** — Based on NHRs, we believe our gene therapy platform has the potential to address many retinal diseases, including RP, LCA, and dry AMD.
- **Novel Biologic Therapy for Retinal Diseases** — We are developing OCU200, a novel biologic product candidate, to treat DME, DR, and wet AMD.

COVID-19 Vaccine

In February 2021, we entered into the Covaxin Agreement with Bharat Biotech, pursuant to which we obtained an exclusive right and license under certain of Bharat Biotech's intellectual property rights, with the right to grant sublicenses to develop, manufacture, and commercialize COVAXIN for the prevention of COVID-19 in humans in the Ocugen Covaxin Territory. COVAXIN is a whole-virion inactivated COVID-19 vaccine candidate and is formulated with the inactivated SARS-CoV-2 virus, an antigen, and an adjuvant. COVAXIN requires a two-dose vaccination regimen given 28 days apart and is stored in standard vaccine storage conditions (2-8°C).

COVAXIN has been granted approval for emergency use in India and millions have been dosed to date. The Phase 1 and Phase 2 clinical trials conducted in India reported strong IgG responses against the spike protein, RBD, and the nucleocapsid protein of the SARS-CoV-2 virus, along with strong cellular responses. Strong cellular responses are necessary for memory and long-term durability of vaccines. Both the Phase 1 and Phase 2 clinical trials were published in the Lancet. Bharat Biotech is currently conducting a Phase 3 clinical trial in India. Enrollment in the Phase 3 clinical trial is complete. In April 2021, COVAXIN demonstrated positive results in the second interim analysis of the Phase 3 clinical trial showing a vaccine efficacy in mild, moderate, and severe COVID-19 disease of 78%, efficacy against severe COVID-19 disease alone of 100%, and efficacy against asymptomatic COVID-19 infection of 70%. The 78% efficacy result represents a point estimate of vaccine efficacy with a 95% confidence interval of 61% to 88% against mild, moderate, and severe COVID-19 disease. In an in vitro study conducted by the ICMR-National Institute of Virology, COVAXIN demonstrated potential effectiveness against the Brazilian variant of SARS-CoV-2, B.1.1.28.2, which contains the E484K mutation found in New York. An additional in vitro study conducted by the ICMR-National Institute of Virology suggested that COVAXIN was effective against the U.K. variant, B.1.1.7, as well as the Indian double mutant variant, B.1.617. These studies suggest that COVAXIN vaccination may be effective against infection from multiple SARS-CoV-2 variants.

We are currently evaluating the clinical and regulatory path for COVAXIN in the United States including obtaining EUA from the FDA and, eventually, BLA approval in the United States, as well as our commercialization strategy, if authorized or approved. We have initiated discussions with the FDA regarding the development of COVAXIN and EUA. Consistent with the FDA guidance document on EUA for vaccines to prevent COVID-19, we have submitted key information and data to date (including preclinical studies, CMC, and clinical studies) as a "Master File" for FDA review and input prior to a planned EUA submission. We are currently waiting for additional data from Bharat Biotech from the ongoing Phase 3 clinical trial for an

EUA submission. Due to the crisis in India generated by the current surge in COVID-19 cases it is experiencing, this process is taking longer than anticipated. We are continuing to monitor the situation and intend to file the EUA submission as soon as practicable.

Modifier Gene Therapy Platform

We are developing a breakthrough modifier gene therapy platform to generate therapies designed to fulfill unmet medical needs in the area of retinal diseases, including IRDs and dry AMD. Our modifier gene therapy platform is based on NHRs, which have the potential to restore homeostasis, the basic biological processes in the retina. Unlike single-gene replacement therapies, which only target one genetic mutation, we believe that our gene therapy platform, through its use of NHRs, represents a novel approach in that it may address multiple retinal diseases with one product. IRDs such as RP, a group of rare genetic disorders that involve a breakdown and loss of cells in the retina and can lead to visual impairment and blindness, affect over 2.0 million people worldwide. Over 150 gene mutations have been associated with RP and this number represents only 60% of the RP population. The remaining 40% of RP patients cannot be genetically diagnosed, making it difficult to develop individual treatments.

We believe that OCU400, our first product candidate being developed with our modifier gene therapy platform, has the potential to be broadly effective in restoring retinal integrity and function across a range of genetically diverse IRDs, including RP and LCA. For example, we believe OCU400 has the potential to eliminate the need for developing more than 150 individual products and provide one treatment option for all RP patients. OCU400 has received four ODDs from the FDA for the treatment of certain disease genotypes: *NR2E3*, *CEP290*, *RHO*, and *PDE6ß* mutation-associated inherited retinal degenerations. We are planning to initiate two Phase 1/2a clinical trials for OCU400 in the United States in the second half of 2021. OCU400 additionally received OMPD from the EC, based on the recommendation of the EMA, for RP and LCA in February 2021, which we believe further supports the potential broad spectrum application of OCU400 to treat many IRDs. We are currently evaluating options to commence OCU400 clinical trials in Europe in 2022. Our second gene therapy candidate, OCU410, is being developed to utilize the nuclear receptor genes *RORA* for the treatment of dry AMD. This candidate is currently in preclinical development. We are planning to initiate a Phase 1/2a clinical trial for OCU410 in 2022.

Novel Biologic Therapy for Retinal Diseases

We are also conducting preclinical development for our biologic product candidate, OCU200. OCU200 is a novel fusion protein designed to treat DME, DR, and wet AMD. We had a pre-IND meeting with the FDA in November 2020 and received guidance on IND-enabling preclinical studies to support the Phase 1/2a study. We expect to initiate IND-enabling preclinical studies for OCU200 in 2021 and plan to initiate a Phase 1/2a clinical trial for OCU200 in 2022.

Product Candidate for the Treatment of oGVHD

We were developing OCU300, a small molecule therapeutic for the treatment of symptoms associated with oGVHD. The Phase 3 clinical trial for OCU300 was discontinued in 2020 based on results of a pre-planned interim sample size analysis conducted by an independent Data Monitoring Committee, which indicated the trial was unlikely to meet its co-primary endpoints upon completion.

Impact of COVID-19 on our Business

The COVID-19 pandemic continues to evolve and we are closely monitoring the situation. If the number of active cases of COVID-19 continues to be high in the United States and elsewhere, the pandemic may delay enrollment in our planned clinical trials. Among other things, continued spread of COVID-19 may result in limitations on global international travel, which may delay key trial activities including necessary interactions with regulators. We may be faced with limitations in employee resources that would otherwise be focused on the conduct of clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people. Moreover, we may experience additional disruptions that could severely impact our business and development activities, including, but not limited to, strain on our suppliers and other third parties and the disruption of our ability to raise capital when needed on acceptable terms, if at all. Disruptions in our operations or supply chain, whether as a result of restricted travel, quarantine requirements or otherwise, could negatively impact our ability to proceed with our clinical trials, preclinical development, and other activities and delay our ability to receive product approval and generate revenue. Impacts that may result from the COVID-19 pandemic remain highly uncertain and subject to change. We do not yet know the full extent of potential delays or impacts on our business, our clinical trials, our preclinical development efforts, healthcare systems, or the global economy as a whole. However, these effects could have a material impact on our operations, and we will continue to monitor the COVID-19 situation closely.

Financial Operations Overview

We have no products approved for commercial sale and have not generated significant revenue to date. We have never been profitable and have incurred operating losses in each year since inception. We incurred net losses of approximately $7.1 million and $3.9 million for the three months ended March 31, 2021 and 2020, respectively. As of March 31, 2021, we had an accumulated deficit of $80.4 million and a cash, cash equivalents, and restricted cash balance of $44.9 million.

As of March 31, 2021, we viewed our operations and managed our business as one operating segment consistent with how our chief operating decision-maker, our Chief Executive Officer, makes decisions regarding resource allocation and assessing performance. As of March 31, 2021, substantially all of our assets were located in the United States. Our headquarters and operations are located in Malvern, Pennsylvania.

Research and development expense

Research and development costs are expensed as incurred. These costs consist of internal and external expenses, as well as depreciation on assets used within our research and development activities. Internal expenses include the cost of salaries, benefits, severance, and other related costs, including stock-based compensation, for personnel serving in our research and development functions, as well as allocated rent and utilities expenses. External expenses include development, clinical trials, patent costs, and regulatory compliance costs incurred with research organizations, contract manufacturers, and other third-party vendors. License fees paid to acquire access to proprietary technology are expensed to research and development unless it is determined that the technology is expected to have an alternative future use. All patent-related costs incurred in connection with filing and prosecuting patent applications are expensed as incurred to research and development expense due to the uncertainty about the recovery of the expenditure. We record costs for certain development activities, such as preclinical studies and clinical trials, based on our evaluation of the progress to completion of specific tasks. Payments for these activities are based on the terms of the individual arrangements, which may differ from the pattern of costs incurred, and are reflected in the condensed consolidated financial statements as prepaid or accrued research and development expense, as applicable. Our recording of costs for certain development activities requires us to use estimates. We believe our estimates and assumptions are reasonable under the current conditions; however, actual results may differ from these estimates.

Research and development expenses account for a significant portion of our operating expenses. We plan to incur research and development expenses for the foreseeable future as we expect to continue the development of our product candidates. We anticipate that our research and development expenses will be higher in 2021 as compared to prior periods as we evaluate the regulatory and commercialization path for COVAXIN in the United States as well as conduct preclinical and clinical activities with respect to our other product candidates. We are planning to initiate two Phase 1/2a clinical trials for OCU400 in the United States in the second half of 2021 and Phase 1/2a clinical trials for OCU410 and OCU200 in 2022. We are also currently evaluating options to commence OCU400 clinical trials in Europe in 2022.

Our research and development expenses are not currently tracked on a program-by-program basis for indirect and overhead costs. We use our personnel and infrastructure resources across multiple research and development programs directed toward identifying, developing, and commercializing product candidates.

At this time, due to the inherently unpredictable nature of preclinical and clinical development as well as regulatory approval and commercialization, we are unable to estimate with any certainty the costs we will incur and the timelines we will require in our continued development and commercialization efforts. As a result of these uncertainties, successful development and completion of clinical trials as well as regulatory approval and commercialization are uncertain and may not result in approved products. Completion dates and completion costs can vary significantly for each product candidate and are difficult to predict. We will continue to make determinations as to which product candidates to pursue and how much funding to direct to each product candidate on an ongoing basis in response to our ability to enter into collaborations with respect to each product candidate, the scientific and clinical success of each product candidate as well as ongoing assessments as to the commercial potential of each product candidate.

General and administrative expense

General and administrative expense consists primarily of personnel expenses, including salaries, benefits, severance, insurance, and stock-based compensation expense, for employees in executive, accounting, and other administrative functions. General and administrative expense also includes corporate facility costs, including allocated rent and utilities, insurance premiums, legal fees related to corporate matters, and fees for auditing, accounting, and other consulting services.

We anticipate that our general and administrative expenses will be higher in 2021 as compared to prior periods as a result of higher corporate infrastructure costs including, but not limited to, accounting, legal, human resources, consulting, and investor relations fees. Additionally, if and when we believe a regulatory approval of a product candidate appears likely, we anticipate an increase in payroll and expense as a result of our preparation for commercial operations, especially as it relates to the sales and marketing of our product candidates.

Severance-related expense

In June 2020, we communicated notice to five employees of the termination of their employment as a result of the discontinuation of our OCU300 product candidate for the treatment of symptoms associated with oGVHD. This reduction represented one-third of our workforce at the time of communication. All terminations were "without cause" and each employee received termination benefits upon departure. The termination dates varied for each employee and ranged from June 30, 2020 to December 31, 2020. As a result of the workforce reduction, we expect to pay severance benefits of $0.4 million throughout the remainder of 2021. During the three months ended March 31, 2021, we made severance payments of $0.3 million.

Critical Accounting Policies and Significant Judgments and Estimates

The preparation of financial statements in conformity with GAAP requires us to make judgments, estimates, and assumptions in the preparation of our condensed consolidated financial statements. Actual results could differ from those estimates. There were no material changes to our critical accounting policies and estimates as reported in our 2020 Annual Report.

Results of Operations

Comparison of the Three Months Ended March 31, 2021 and 2020

The following table summarizes the results of our operations for the three months ended March 31, 2021 and 2020 (in thousands):

	Three months ended March 31,		
	2021	2020	Change
Operating expenses:			
Research and development	$ 2,872	$ 1,652	$ 1,220
General and administrative	4,185	2,277	1,908
Total operating expenses	7,057	3,929	3,128
Loss from operations	(7,057)	(3,929)	(3,128)
Other income (expense):			
Interest expense	(20)	(15)	(5)
Total other income (expense)	(20)	(15)	(5)
Net loss	$ (7,077)	$ (3,944)	$ (3,133)

Research and development expense

Research and development expense increased by $1.2 million for the three months ended March 31, 2021 compared to the three months ended March 31, 2020. The increase was primarily due to an increase of $0.7 million related to OCU400 preclinical activities, $0.4 million related to COVAXIN development, $0.3 million related to OCU200 preclinical activities, $0.2 million related to professional fees, and $0.1 million related to stock-based compensation expense, partially offset by a decrease of $0.5 million related to the discontinuation of OCU300 clinical trial activities in 2020.

General and administrative expense

General and administrative expense increased by $1.9 million for the three months ended March 31, 2021 compared to the three months ended March 31, 2020. The increase was primarily due to incurring $1.2 million in costs associated with obtaining an increase in the authorized shares of our common stock including proxy solicitation fees and an increase of $0.5 million related

to stock-based compensation expense. See Note 12 in the notes to the condensed consolidated financial statements included in this report for additional information about the increase in the authorized shares of our common stock.

Liquidity and Capital Resources

As of March 31, 2021, we had $44.9 million in cash, cash equivalents, and restricted cash. We have not generated significant revenue to date and have primarily funded our operations to date through the sale of common stock, warrants to purchase common stock, the issuance of convertible notes, debt, and grant proceeds. Specifically, since our inception and through March 31, 2021, we have raised an aggregate of $118.4 million to fund our operations, of which $105.8 million was from gross proceeds from the sale of our common stock and warrants, $10.3 million was from the issuance of convertible notes, $2.1 million was from debt, and $0.2 million was from grant proceeds.

In February 2021, we issued and sold 3.0 million shares of our common stock at an offering price of $7.65 per share in the February 2021 Registered Direct Offering pursuant to a securities purchase agreement. We received net proceeds of $21.2 million. For additional information about the February 2021 Registered Direct Offering, see Note 8 in the notes to the condensed consolidated financial statements included in this report. In April 2021, we issued and sold 10.0 million shares of our common stock at an offering price of $10.00 per share in the April 2021 Registered Direct Offering pursuant to a securities purchase agreement with healthcare-focused institutional investors. We received net proceeds of $93.4 million. For additional information about the April 2021 Registered Direct Offering, see Note 12 in the notes to the condensed consolidated financial statements included in this report.

Additionally, during the three months ended March 31, 2021, we sold 1.0 million shares of our common stock in the August 2020 ATM. We received net proceeds of $4.8 million. The offering was made pursuant to our effective "shelf" registration statement on Form S-3 filed with the SEC on March 27, 2020, the base prospectus contained therein dated May 5, 2020, and the prospectus supplement related to the offering dated August 17, 2020. As of March 31, 2021, we had remaining capacity to raise $3.3 million by issuing shares of our common stock under the prospectus supplement in connection with the August 2020 ATM. For additional information about the August 2020 ATM, see Note 8 in the notes to the condensed consolidated financial statements included in this report.

Since our inception, we have devoted substantial resources to research and development and have incurred significant net losses and may continue to incur net losses in the future. We incurred net losses of approximately $7.1 million and $3.9 million for the three months ended March 31, 2021 and 2020, respectively. As of March 31, 2021, we had an accumulated deficit of $80.4 million.

The following table shows a summary of our cash flows for the three months ended March 31, 2021 and 2020 (in thousands):

	Three months ended March 31,	
	2021	2020
Net cash used in operating activities	$ (5,283)	$ (4,686)
Net cash used in investing activities	(261)	(53)
Net cash provided by financing activities	26,297	488
Net increase (decrease) in cash, cash equivalents, and restricted cash	$ 20,753	$ (4,251)

Operating activities

Cash used in operating activities was $5.3 million for the three months ended March 31, 2021 compared to $4.7 million for the three months ended March 31, 2020. The increase in cash used in operating activities was primarily driven by an increase in our research and development expenses for product candidates, including COVAXIN, during the three months ended March 31, 2021 as compared to the three months ended March 31, 2020.

Investing activities

Cash used in investing activities was $0.3 million for the three months ended March 31, 2021 compared to $0.1 million for the three months ended March 31, 2020. The increase in cash used in investing activities was driven by an increase in purchases of property and equipment during the three months ended March 31, 2021 as compared to the three months ended March 31, 2020.

Financing activities

Cash provided by financing activities was $26.3 million for the three months ended March 31, 2021 compared to $0.5 million for the three months ended March 31, 2020. During the three months ended March 31, 2021, cash provided by financing activities primarily consisted of gross proceeds of $22.9 million received from the February 2021 Registered Direct Offering, gross proceeds of $5.0 million received under August 2020 ATM, and $0.2 million in proceeds from the exercise of stock options, partially offset by payments of equity issuance costs of $1.8 million. During the three months ended March 31, 2020, cash provided by financing activities primarily consisted of proceeds from debt issuance of $0.5 million.

Indebtedness

In April 2020, we were granted a loan from SVB in the aggregate amount of $0.4 million, pursuant to the PPP of the CARES Act. The loan was in the form of a promissory note dated April 30, 2020 in favor of SVB. The PPP Note matures on April 30, 2022 and bears interest at a rate of 1.0% per annum. Principal and interest payments are payable monthly commencing on either (i) the date the SBA compensates SVB for any forgiven amounts or (ii) 10 months after the end of our loan forgiveness covered period, which ended in October 2020. Certain amounts of the loan may be forgiven if they are used for qualifying expenses as described by the PPP. If the PPP Note is fully forgiven, we will not be responsible for any payments. As of March 31, 2021, there was $0.4 million of principal outstanding under the PPP Note.

In September 2016, pursuant to the EB-5 program, we entered into the EB-5 Loan Agreement to borrow up to $10.0 million from EB-5 Life Sciences in $0.5 million increments. Borrowings are at a fixed interest rate of 4.0% and are to be utilized in the clinical development, manufacturing, and commercialization of our product candidates and for our general working capital needs. Outstanding borrowings pursuant to the EB-5 Program become due upon the seventh anniversary of the final disbursement. Amounts repaid cannot be re-borrowed. As of March 31, 2021, there was $1.5 million of principal outstanding under the EB-5 Loan Agreement.

Funding requirements

We expect to continue to incur significant expenses in connection with our ongoing activities, particularly as we continue research and development, including preclinical and clinical development of our product candidates, contract to manufacture our product candidates, add operational, financial, and information systems to execute our business plan, maintain, expand, and protect our patent portfolio, and operate as a public company.

Our future funding requirements, both near- and long-term, will depend on many factors, including, but not limited to:

- the initiation, progress, timing, costs, and results of clinical trials for our product candidates;
- the outcome, timing, and cost of the regulatory approval process for our product candidates by the FDA including EUA for COVAXIN;
- future costs of manufacturing and commercialization, including COVAXIN if authorized or approved;
- the cost of filing, prosecuting, defending, and enforcing our patent claims and other intellectual property rights;
- the cost of defending intellectual property disputes, including patent infringement actions brought by third parties against us;
- the costs of expanding infrastructure, as well as the higher corporate infrastructure costs associated with operating as a public company;
- the expenses needed to attract and retain skilled personnel;
- the extent to which we in-license or acquire other products, product candidates, or technologies; and
- the impact of the COVID-19 pandemic.

Although we believe our cash, cash equivalents, and restricted cash will enable us to fund our operating expenses and capital requirements through at least one year from the date the condensed consolidated financials included in this report are issued, our management plans to continue to raise additional capital to support the development and commercialization of our product candidates through public and private placements of equity and/or debt, payments from potential strategic research and development, sale of assets, government grants, licensing and/or collaboration arrangements with pharmaceutical companies or other institutions, or other funding from the government. There can be no assurance that these future funding efforts will be successful. If we cannot obtain the necessary funding, we will need to delay, scale back, or eliminate some or all of our research

and development programs; consider other various strategic alternatives, including a merger or sale; or cease operations. If we cannot expand our operations or otherwise capitalize on our business opportunities because we lack sufficient capital, our business, financial condition, and results of operations could be materially adversely affected.

Off-Balance Sheet Arrangements

We do not have off-balance sheet arrangements during the periods presented, and we do not currently have any off-balance sheet arrangements as defined in the rules and regulations of the SEC.

Recently Adopted Accounting Pronouncements

For a discussion of recently adopted accounting pronouncements, see Note 2 in the notes to the condensed consolidated financial statements included in this report.

Other Company Information

None.

Item 3. Quantitative and Qualitative Disclosures about Market Risk.

Not applicable.

Item 4. Controls and Procedures.

Evaluation of Disclosure Controls and Procedures

We have carried out an evaluation, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as of March 31, 2021. Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures are effective in ensuring that (a) the information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized, and reported within the time periods specified in the SEC’s rules and forms, and (b) such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosure. In designing and evaluating our disclosure controls and procedures, our management recognized that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives, and our management necessarily was required to apply its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the period covered by this report that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

From time to time, we are subject to claims in legal proceedings arising in the normal course of our business. We do not believe that we are currently party to any pending legal actions that could reasonably be expected to have a material adverse effect on our business, financial condition, results of operations, or cash flows.

Item 1A. Risk Factors.

Except as set forth below, there have been no material changes in our risk factors as previously disclosed in our 2020 Annual Report. The risks described in our 2020 Annual Report and this Quarterly Report on Form 10-Q are not the only risks facing our company. Additional risks and uncertainties not currently known to us or that we currently deem to be immaterial also may materially adversely affect our business, financial condition, or future results.

The ongoing COVID-19 pandemic and actions taken in response to it may result in disruptions to our business operations, which would have a material adverse effect on our business, financial position, operating results, and cash flows.

In December 2019, a novel strain of coronavirus, SARS-CoV-2, causing a disease referred to as COVID-19, was reported to have surfaced in Wuhan, China. Since then, COVID-19 has spread globally. In March 2020, the World Health Organization declared the COVID-19 outbreak a pandemic. Further, the President of the United States declared the COVID-19 pandemic a national emergency. The Governor of Pennsylvania declared a state of emergency and has issued orders impacting our business operations.

We are developing COVAXIN, the COVID-19 vaccine candidate developed in India by Bharat Biotech, for the U.S. market pursuant to the Covaxin Agreement. Our ability to obtain EUA or BLA approval depends on Bharat Biotech's ability to complete its ongoing Phase 3 clinical trial of COVAXIN in India, in which they have enrolled 25,800 participants between 18 to 98 years of age, including 2,433 over the age of 60 and 4,500 with comorbidities. Moreover, if authorized or approved, our ability to commercialize COVAXIN in the U.S. market will depend in part on our ability obtain sufficient doses of the vaccine from Bharat Biotech to meet our anticipated needs for 2021. As of the date of this Quarterly Report on Form 10-Q, India is currently experiencing a significant surge in COVID-19 infections, including novel and variant strains of the virus, which has resulted in overwhelmed hospitals and shortages in oxygen, ventilators, and medical supplies. In addition, the Indian government has imposed a temporary suspension of the export of COVID-19 vaccines as a result of this wave of COVID-19 infections in India. The ongoing surge in COVID-19 infections in India presents risks that the completion of Bharat Biotech's Phase 3 clinical trial will be delayed, due, in part by the diversion of medical resources and COVAXIN supply, patients' unwillingness to complete required follow-up, and the emergence of new strains of the virus that may reduce the efficacy of COVAXIN or otherwise complicate clinical development. The Indian government's temporary suspension of the export of COVID-19 vaccines may require Bharat Biotech to focus its resources, including COVAXIN supply, on domestic Indian requirements and thereby prevent Bharat Biotech from shipping supply of COVAXIN abroad, including to the United States. Any such developments in clinical development or vaccine supply may cause significant delays in our ability to submit required documentation to the FDA, to obtain EUA or BLA approval for COVAXIN in the United States or to commercialize COVAXIN in the United States on our anticipated timelines. We are currently waiting for additional data from Bharat Biotech from the ongoing Phase 3 clinical trial for an EUA submission. Due to the current surge in COVID-19 cases in India, this process is taking longer than anticipated. We are continuing to monitor the situation and intend to file the EUA submission as soon as practicable. Any significant delays could adversely affect our business, results of operations, or financial condition.

With respect to our gene therapy product candidates, we currently expect to commence two Phase 1/2a clinical trials for OCU400, our product candidate for the treatment of multiple IRDs, in the United States in the second half of 2021. If COVID-19 continues to spread in the United States and elsewhere, it may delay enrollment in these planned clinical trials, and in any clinical trials that we may commence for our other product candidates in 2022. Some patients may not be able to comply with clinical trial protocols if any future quarantines impede patient movement or interrupt healthcare services. Moreover, limitations on global international travel may delay key trial activities, including necessary interactions with regulators, ethics committees, and other important agencies and contractors. We may be faced with limitations in employee resources that would otherwise be focused on the conduct of clinical trials, including because of sickness of employees or their families or the desire of employees to avoid contact with large groups of people. Any of the above could delay our planned clinical trials for OCU400 or prevent us from completing these clinical trials at all, and harm our ability to obtain approval for OCU400 or our other product candidates.

Moreover, we may experience additional disruptions that could severely impact our business and development activities, including, but not limited to, strain on our suppliers and other third parties, possibly resulting in supply disruptions of our product candidates for preclinical development and potential future clinical trials we expect to initiate, decrease in clinical enrollment in any clinical trials we initiate, and the ability to raise capital when needed on acceptable terms, if at all. Disruptions in our operations or supply chain, whether as a result of government intervention, restricted travel, quarantine requirements, or otherwise, could negatively impact our ability to proceed with our clinical trials, preclinical development, and other activities and delay our ability to receive product approval and generate revenue.

In addition, the continued spread of COVID-19 may lead to severe disruption and volatility in the global capital markets, which could increase our cost of capital and adversely affect our ability to access the capital markets. It is possible that the continued spread of COVID-19 could cause an economic slowdown or recession or cause other unpredictable events, each of which could adversely affect our business, results of operations, or financial condition.

The ultimate impact of the COVID-19 pandemic is highly uncertain and subject to change. The extent to which COVID-19 impacts our results will depend on future developments, which are highly uncertain and cannot be predicted, including new information which may emerge concerning the severity of COVID-19, the emergence of any new mutations or variants of the virus, the duration of the outbreak, travel restrictions imposed by the United States, India, and other countries, business closures or business disruption in the United States, India, and other countries, and the actions taken throughout the world, including in our markets, to contain COVID-19 or treat its impact. We do not yet know the full extent of potential delays or impacts on our business, our clinical trials, our preclinical development efforts, healthcare systems, or the global economy as a whole. However, these effects could have a material impact on our operations, and we will continue to monitor the COVID-19 situation closely.

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

During the period covered by this Quarterly Report, there were no sales by us of unregistered securities that were not previously reported by us in a Current Report on Form 8-K.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Mine Safety Disclosures.

Not Applicable.

Item 5. Other Information.

Not Applicable.

Item 6. Exhibits.

	Description
	Amendment to Sixth Amended and Restated Certificate of Incorporation related to the Increase in Authorized Shares of Common Stock
	Certificate of Designation of Preferences, Rights and Limitations of Series B Convertible Preferred Stock of Ocugen, Inc. (filed as Exhibit 3.5 to the Company's Annual Report on Form 10-K filed on March 19, 2021 and incorporated herein by reference)
	Co-Development, Supply and Commercialization Agreement, dated as of January 31, 2021, by and between the Registrant and Bharat Biotech International Limited
	Form of Performance-Vested Stock Option Agreement under Ocugen, Inc. 2019 Equity Incentive Plan
	Form of Securities Purchase Agreement dated as of February 7, 2021 (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on February 9, 2021 and incorporated herein by reference)
	Form of Securities Purchase Agreement dated as of April 23, 2021 (filed as Exhibit 10.1 to the Company's Current Report on Form 8-K filed on April 27, 2021 and incorporated herein by reference)
	Certification of the Chief Executive Officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002
	Certification of the Chief Financial Officer, as required by Section 302 of the Sarbanes-Oxley Act of 2002
	Certifications of the Chief Executive Officer and Chief Financial Officer as required by 18 U.S.C. 1350
	Inline XBRL Instance Document
	Inline XBRL Taxonomy Extension Schema Document
	Inline XBRL Taxonomy Extension Calculation Linkbase Document
	Inline XBRL Taxonomy Extension Definition Linkbase Document
	Inline XBRL Taxonomy Extension Label Linkbase Document
	Inline XBRL Taxonomy Extension Presentation Linkbase Document
	The cover page from this Quarterly Report on Form 10-Q, formatted in Inline XBRL

* Filed herewith.

** Furnished herewith.

Portions of this exhibit have been omitted pursuant to Item 601(b)(10)(iv) of Regulations S-K.

+ Indicates a management contract or compensatory plan or arrangement.

SIGNATURES

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

Ocugen, Inc.

Dated: May 7, 2021

/s/ Shankar Musunuri

Shankar Musunuri, Ph.D., MBA
Chief Executive Officer and Chairman
(Principal Executive Officer)

Dated: May 7, 2021

/s/ Sanjay Subramanian

Sanjay Subramanian
Chief Financial Officer
(Principal Financial Officer and Accounting Officer)

Exhibit 3.1

CERTIFICATE OF AMENDMENT
OF
SIXTH AMENDED AND RESTATED CERTIFICATE OF INCORPORATION
OF
OCUGEN, INC.

(Pursuant to Section 242 of the
General Corporation Law of the State of Delaware)

Ocugen, Inc., a corporation duly organized and existing under the General Corporation Law of the State of Delaware (the "**Corporation**"), does hereby certify that:

1. The name of the Corporation is Ocugen, Inc.

2. That a resolution was duly adopted by the Board of Directors of the Corporation pursuant to Section 242 of the General Corporation Law of the State of Delaware (the "**DGCL**") setting forth an amendment to the Sixth Amended and Restated Certificate of Incorporation and declaring said amendment to be advisable. The requisite stockholders of the Corporation have duly approved the proposed amendment in accordance with Section 242 of the DGCL. The amendment amends the Sixth Amended and Restated Certificate of Incorporation as follows:

3. The Sixth Amended and Restated Certificate of Incorporation of the Corporation is hereby amended by amended by amending and restating Article IV, Paragraph A in its entirety as follows:

"A. The total number of shares of all classes of stock which the Corporation shall have authority to issue is three hundred five million (305,000,000), consisting of two hundred ninety-five million (295,000,000) shares of Common Stock, par value $0.01 per share (the "Common Stock"), and ten million (10,000,000) shares of Preferred Stock, par value $0.01 per share (the "Preferred Stock")."

4. This Certificate of Amendment shall become effective on April 15, 2021 at 12:01 a.m. Eastern Time.

5. Except as set forth in this Certificate of Amendment, the Sixth Amended and Restated Certificate of Incorporation, as amended, remains in full force and effect.

IN WITNESS WHEREOF, Ocugen, Inc. has caused this Certificate to be executed by its duly authorized officer on this 14th day of April, 2021.

OCUGEN, INC.

By: /s/ Shankar Musunuri

Name: Shankar Musunuri

Title: Chief Executive Officer and Chairman

Certain portions of this document have been omitted pursuant to Item 601(b)(10) of Regulation S-K and, where applicable, have been marked with "[***]" to indicate where omissions have been made. The marked information has been omitted because it is (i) not material and (ii) the type that the registrant treats as private or confidential. The registrant hereby undertakes to provide further information regarding such marked information to the Securities and Exchange Commission upon request.

Exhibit 10.1

CO-DEVELOPMENT, SUPPLY AND COMMERCIALIZATION AGREEMENT

THIS CO-DEVELOPMENT, SUPPLY AND COMMERCIALIZATION AGREEMENT (this "**Agreement**") dated as of January 31, 2021 (the "**Effective Date**") is entered into by and between Ocugen, Inc., with an address at 263 Great Valley Parkway, Malvern, PA 19355, USA (together with its Affiliates, subsidiaries, successors and permitted assigns, "**Ocugen**"), and Bharat Biotech International Limited, whose registered office address is at Genome Valley, Shameerpet, Hyderabad – 500 078 Telagana India (together with its Affiliates, subsidiaries, successors and permitted assigns, "**BBIL**"). Ocugen and BBIL may be referred to herein as a "**Party**" or, collectively, as "**Parties**".

BACKGROUND

WHEREAS, BBIL is a global leader in vaccine innovation and has unique expertise with respect to vaccines and bio-therapeutics research and product development, manufacturing, supply and distribution;

WHEREAS, Ocugen is a biopharmaceutical company focused on discovering, developing and commercializing transformative therapies;

WHEREAS, BBIL has certain rights to the Product, that it developed in collaboration with the Indian Council of Medical Research - National Institute of Virology, and BBIL desires to collaborate and cooperate with Ocugen to Develop, Manufacture and Commercialize the Product for use in the Field in and for the Ocugen Territory; and

WHEREAS, on the terms and subject to the conditions set forth herein, BBIL is willing to grant Ocugen the exclusive right under the BBIL Technology and the BBIL Patent Rights to Develop, Manufacture and Commercialize the Product for use in the Field in and for the Ocugen Territory.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

As used in this Agreement, the following words shall have the following meanings:

1.1. "**Adverse Event**" means any untoward medical occurrence in a patient who is administered the Product, whether or not considered related to the Product, including any undesirable sign (including abnormal laboratory findings of clinical concern), symptom or disease associated with the use of the Product.

1.2. "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly controls, is controlled by or is under common control with such first Person. For purposes of this definition only, the term "control" (including, with correlative meaning, the terms "controlled by" or "under common control with") means direct or indirect ownership of fifty percent (50%) or more, including ownership by one or more trusts with substantially the same beneficial interests, of the voting and equity rights of such Person, or the power to direct the management of such Person.

1.3. "**Applicable Laws**" means any national, international, federal, state or local laws, treaties, statutes, ordinances, rules and regulations, including any rules, regulations, guidance, guidelines or requirements of any Governmental Authority, Regulatory Authority, national securities exchanges or securities listing organizations, that are in effect from time to time during the Term and apply to a particular activity hereunder.

1.4. "**BBIL Development Activities**" means all Development activities to be conducted by or on behalf of BBIL as specified in the Development Plan pursuant to this Agreement.

1.5. "**BBIL Patent Rights**" means all Patent Rights, but excluding Joint Program Patent Rights, that are (a) Controlled by BBIL or its Affiliates as of the Effective Date and are set forth on Schedule 1.5, (b) conceived or reduced to practice by BBIL or its Affiliates in the conduct of the BBIL Development Activities pursuant to the Development Plan or otherwise pursuant to this Agreement, or (c) conceived or reduced to practice by BBIL or its Affiliates outside of this Agreement during the Term, in each case of (a), (b), and (c) to the extent necessary or useful for the research, Development, Manufacture, or Commercialization of the Product in the Field in the Territory.

1.6. "**BBIL Technology**" means any Technology, but excluding Joint Program Technology, that is (a) Controlled by BBIL or its Affiliates as of the Effective Date, (b) discovered, developed, made, created or reduced to practice by BBIL or its Affiliates in the conduct of the BBIL Development Activities pursuant to the Development Plan or otherwise pursuant to this Agreement, or (c) discovered, developed, made, created or reduced to practice by BBIL or its Affiliates outside of this Agreement during the Term, in each case of (a), (b), and (c) to the extent necessary or useful for the research, Development, Manufacture, or Commercialization of the Product in the Field in the Territory.

1.7. "**BBIL Territory**" means the entire world excluding the Ocugen Territory.

1.8. "**BLA**" means a Biologics License Application, as defined in the FDCA and regulations promulgated thereunder, or similar application, or any successor application or procedure required to sell the Product in the Ocugen Territory.

1.9. "**Business Day**" means any day other than Saturday, Sunday, or any day that banks are authorized or required to be closed in New York, New York or in Hyderabad, India.

1.10. "**Calendar Quarter**" means each respective period of three (3) consecutive months ending on March 31, June 30, September 30, and December 31, except that the first Calendar Quarter will commence on the Effective Date and the last Calendar Quarter will end upon the end of the Term.

1.11. "**Calendar Year**" means each respective period of twelve (12) consecutive months ending on December 31, except that the first Calendar Year will commence on the Effective Date and the last Calendar Year will end upon the end of the Term.

1.12. "**Claims**" means all demands, claims and liabilities (whether criminal or civil, in contract, tort, or otherwise) for losses, damages, legal costs, or other expenses of any nature whatsoever, and all costs and expenses (including legal costs) incurred in connection therewith.

1.13. "**Clinical Data**" means any and all data (together with all Clinical Trial reports and the results of analyses thereof) derived or generated from any preclinical studies or any Clinical Trial involving the Product conducted by or on behalf of a Party or from the testing of subjects or the analysis of samples used in any such Clinical Trial.

1.14. "**Clinical Trial**" means, any research study of a therapeutic product with human subjects designed to provide specific data to determine either or both the safety and efficacy of such product. "Clinical Trial" includes any Phase 1 Clinical Trial, Phase 2 Clinical Trial or Phase 3 Clinical Trial.

1.15. "**Clinical Trial Materials**" means clinical testing materials, including clinical supplies of the Product in appropriate containers, for use in Clinical Trials.

1.16. "**CMA**" means a Conditional Marketing Authorization granted by the EMA.

1.17. "**CMC Technology**" means any Technology that relates to chemistry, manufacture and control for the Product.

1.18. "**Commercialization**" or "**Commercialize**" means any and all activities directed to the offering for sale and sale of the Product in the Ocugen Territory or the BBIL Territory, as applicable, including: (a) activities directed to marketing, promoting, detailing, warehousing, distributing, importing, exporting, selling and offering to sell the Product; (b) conducting post-registration efficacy and/or safety Clinical Trials with respect to the Product; (c) interacting with Regulatory Authorities regarding the foregoing; (d) seeking pricing approvals and reimbursement approvals (as applicable) for the Product; and (e) conducting such other post-registration Clinical Trials, including health-economic outcomes research, real-world evidence studies, or investigator-initiated studies. When used as a verb, to "Commercialize" and "Commercializing" means to engage in Commercialization and "Commercialized" has a corresponding meaning.

1.19. "**Commercialization Plan**" means a written plan for the Commercialization of the Product by a Party in and for the Ocugen Territory or the BBIL Territory, as applicable, during each three (3) year period beginning in the Calendar Year in which the First Commercial Sale of the Product occurs anywhere in such Territory, as such written plan may be amended, modified or updated by the responsible Party from time to time, and which written plan shall contain, among other things: (a) Commercialization objectives for the Product in such Territory; and (b) a projected timeline for achieving such objectives.

1.20. "**Commercially Reasonable Efforts**" means, with respect to the conduct by a Party of its activities and obligations hereunder, including as it relates to the Development, Manufacture or Commercialization of the Product in and for the Ocugen Territory or BBIL Territory, as applicable, the performance of such obligations or tasks by such Party, using a level of effort consistent with the exercise of good faith and prudent scientific and business judgment commonly used by a biopharmaceutical company of similar size and resources in the development, manufacture or commercialization of biologics and products of comparable market potential as the Product, taking into account all relevant factors, including as applicable, the stage of development, efficacy and safety relative to competitive products in the marketplace, actual or anticipated Regulatory Authority approved labeling, the nature and extent of market exclusivity (including patent coverage and regulatory exclusivity), the cost and likelihood of obtaining all Regulatory Approvals, and actual or projected profitability. For clarity, Commercially Reasonable Efforts shall be determined on a market-by-market basis for the Product, and it is anticipated that the level of efforts and resources may be different for different markets and may change over time, reflecting changes in the status of the Product.

1.21. "**Confidential Information**" means all (a) documents and information provided by or on behalf of one Party to the other Party in connection with or in furtherance of this Agreement, including at any meeting of the JSC, (b) the terms of this Agreement, and (c) all BBIL Technology, BBIL Patent Rights, Ocugen Technology, Ocugen Patent Rights, Joint Program Technology, Joint Program Patent Rights and Joint Program Materials that are disclosed or provided by or on behalf of a Party to the other Party, or to any of its employees, consultants or Affiliates during the Term.

1.22. "**Control**" or "**Controlled**" means, with respect to Technology or Patent Rights, the possession by a Party of the right to grant a license or sublicense to such Technology or Patent Rights as provided herein without the payment of consideration to, or violating the terms of any agreement or arrangement with any third party, and without violating any Applicable Laws. For clarity, neither a Party nor any of its Affiliates shall be deemed to Control any Technology or Patent Rights by virtue of the rights granted by the other Party under this Agreement.

1.23. "**Cover**" or "**Covered**" means, with respect to the Product, that the Manufacture, use, offer for sale, sale or import of the Product in a particular country by an unlicensed third party would infringe a Valid Claim.

1.24. "**COVID-19**" means SARS-CoV-2 or COVID-19, and any evolutions or mutations thereof or related or associated epidemics, pandemics or disease outbreaks.

1.25. "**CTA**" means a Clinical Trial application or any successor application or procedure required to initiate clinical testing of the Product in humans in the Territory, and all supplements and amendments to any of the foregoing.

1.26. "**Data**" means, all results, data, and analyses thereof, including non-clinical data and Clinical Data.

1.27. "**Development**" or "**Develop**" means with respect to the Product and in accordance with the Development Plan, any and all activities directed to (a) research, non-clinical and pre-clinical studies, and IND-enabling studies, (b) clinical drug development activities that are undertaken with respect to the Product up through and including the date any Clinical Trials are completed, and (c) the preparation, filing and obtaining of INDs and Marketing Authorizations and all regulatory affairs related to the foregoing. When used as a verb, "Developing" means to engage in Development and "Developed" has a corresponding meaning. For clarity, "Development" shall exclude any Commercialization activities.

1.28. "**Development Activities**" means the BBIL Development Activities and the Ocugen Development Activities.

1.29. "**Development Plan**" means a written plan for the Development of the Product by Ocugen, in and for the Ocugen Territory, and BBIL, in and for the BBIL Territory, for a Calendar Year or longer period, as such written plan may be amended, modified or updated by the Parties from time to time, and which written plan shall contain, among other things: (a) the Development objectives for the Product and the Development Activities to be performed by each Party for the Product in the Field in the Ocugen Territory or the BBIL Territory, as applicable; (b) the regulatory activities to be conducted by each Party in the Ocugen Territory or the BBIL Territory, as applicable; and (c) a projected timeline for such activities or to reach certain clinical milestones in the Ocugen Territory or specific countries within the BBIL Territory, as applicable.

1.30. "**Drug Approval Application**" means in any country in the Territory, an application for Marketing Authorization for a Product in such country, including: (a) in the United States, a BLA or EUA; (b) in the European Union, a MAA or CMA; (c) in any other country or jurisdiction in the Territory, a counterpart of a BLA, EUA, MAA or CMA in such country; and (d) all renewals, supplements and amendments to any of the foregoing.

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

1.32. "**EUA**" means Emergency Use Authorization, as defined in the FDCA and regulations promulgated thereunder, or similar request, application, authorization or procedure, or any successor request, application, authorization or procedure required or initially utilized to sell the Product in the Field in the Ocugen Territory.

1.33. "**European Union**" means the economic, scientific and political organization of member states known as the European Union, as its membership may be altered from time to time, or any successor thereto, and including, for purposes of this Agreement, the United Kingdom.

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

1.35. "**FDCA**" means the United States Federal Food, Drug, and Cosmetic Act, as amended.

1.36. "**Field**" means the prevention of COVID-19 in humans.

1.37. "**First Commercial Sale**" means with respect to the Product in any country in the Territory, the date of the first sale, transfer or disposition to an end user by a Party, its Affiliate or Sublicensee for value in that country after Marketing Authorization for the Product has been received in such country; *provided*, that the following shall not constitute a First Commercial Sale: (a) any sale of the Product by a Party, its Affiliate or Sublicensee to another Affiliate or Sublicensee of such Party; (b) any sale, transfer or disposition of the Product for research, preclinical, clinical, Development or regulatory purposes (including for use in Clinical Trials or pre-clinical studies); or (c) the sale, transfer or other disposition of the Product for a bona fide charitable purpose, including so-called "treatment IND sales," "named patient sales," "expanded access program" or "compassionate use sales" or to physicians or hospitals for promotional purposes (including free samples to a level and in an amount which is customary in the industry or which is reasonably proportional to the market for the Product).

1.38. "**Force Majeure**" means any occurrence beyond the reasonable control of a Party that prevents or substantially interferes with the performance by such Party of any of its obligations hereunder, including by reason of any act of God, flood, fire, explosion, earthquake, casualty, accident or pandemic (other than COVID-19), or war, revolution, civil commotion, act of terrorism, blockage or embargo, labor dispute, or any injunction, law, order, proclamation, regulation, ordinance, demand or requirement of any Governmental Authority or of any subdivision, authority or representative of any such Governmental Authority.

1.39. "**GAAP**" means United States generally accepted accounting principles applied on a consistent basis.

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

1.41. "**IND**" means (a) an Investigational New Drug Application as defined in the FDCA and regulations promulgated thereunder or any successor application or procedure required to initiate clinical testing of a product in humans in the United States; (b) an equivalent of an Investigational New Drug Application that is required in any other country or region in the Territory before beginning clinical testing of a product in humans in such country or region; and (c) all supplements and amendments to any of the foregoing.

1.42. "**Joint Program Materials**" means any tangible chemical, biological or physical materials that are collected, conceived, generated, developed or reduced to practice jointly by or on behalf of BBIL or its Affiliates' personnel, on the one hand, and Ocugen or its Affiliates' personnel, on the other hand, in the conduct of the Development Activities pursuant to the Development Plan.

1.43. "**Joint Program Patent Rights**" means any Patent Rights that contain one or more claims to the Joint Program Technology or Joint Program Materials.

1.44. "**Joint Program Technology**" means any (a) Technology that is conceived or first reduced to practice (actually or constructively), whether or not patentable, jointly by or on behalf of BBIL or its Affiliates' personnel, on the one hand, and Ocugen or its Affiliates' personnel, on the other hand (including any subcontractors or consultants to BBIL or Ocugen) in the conduct of or otherwise in connection with the performance of Development Activities pursuant to the Development Plan.

1.45. "**MAA**" means a Marketing Authorization Application filed with the EMA.

1.46. "**Major Market Country**" means India.

1.47. "**Manufacture**" means any activities related to the production, manufacture, processing, filling, finishing, packaging, labeling, release, shipping, holding, conduct of Manufacture Process Development, stability testing, quality assurance and quality control of the Product. When used as a verb, "Manufacturing" means to engage in Manufacture and "Manufactured" has a corresponding meaning.

1.48. "**Manufacture Process Development**" means the process development, process qualification, and validation and scale-up of the process to manufacture the Product and analytic development and product characterization with respect thereto.

1.49. "**Marketing Authorization**" means the Regulatory Approval issued in respect of a Drug Approval Application filed by a Party or any of its Affiliates or Sublicensees that allows the marketing and sale of the Product for use in the Field in a country or region in the Territory.

1.50. "**Ocugen Development Activities**" means all Development activities to be conducted by or on behalf of Ocugen as specified in the Development Plan pursuant to this Agreement.

1.51. "**Ocugen Patent Rights**" means all Patent Rights, but excluding Joint Program Patent Rights, that are (a) conceived or reduced to practice by or on behalf of Ocugen or its Affiliates in the conduct of the Ocugen Development Activities pursuant to the Development Plan, or (b) conceived or reduced to practice by Ocugen or its Affiliates outside of this Agreement during the Term, in each case of (a) and (b) to the extent

necessary or useful for the research, Development, Manufacture, or Commercialization of the Product in the Territory.

1.52. "**Ocugen Technology**" means all Technology, but excluding Joint Program Technology, that is (a) discovered, developed, made, created or reduced to practice by Ocugen or its Affiliates in the conduct of the Ocugen Development Activities pursuant to the Development Plan, or (b) discovered, developed, made, created or reduced to practice by or on behalf of Ocugen or its Affiliates outside of this Agreement during the Term, in each case of (a) and (b) to the extent necessary or useful for the research, Development, Manufacture, or Commercialization of the Product in the Territory.

1.53. "**Ocugen Territory**" means the United States.

1.54. "**Patent Rights**" means the rights and interests in and to issued patents and pending patent applications (which, for purposes of this Agreement, include certificates of invention, applications for certificates of invention and priority rights) in any country or region, including all provisional applications, substitutions, continuations, continuations-in-part, divisions, renewals, all letters patent granted thereon, and all reissues, re-examinations and extensions thereof, and all foreign counterparts of any of the foregoing, and also including any and all utility models and registered designs.

1.55. "**Permits**" means all necessary consents, approvals and authorizations of all Governmental Authorities, Regulatory Authorities or other Persons in connection with the Development, Manufacture or Commercialization of the Product in each country and region of the applicable Territory.

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

1.57. "**Phase 1 Clinical Trial**" means a human clinical trial for a product in any country that would satisfy the requirements of 21 C.F.R. § 312.21(a).

1.58. "**Phase 2 Clinical Trial**" means a human clinical trial conducted in any country that would satisfy the requirements of 21 C.F.R. § 312.21(b) and is intended to explore one or more doses, dose responses, and duration of effect, and to generate initial evidence of clinical activity and safety, for a product in the target patient population.

1.59. "**Phase 3 Clinical Trial**" means a clinical trial in an extended human patient population designed to obtain data determining efficacy and safety of a product to support Marketing Authorization in the proposed therapeutic indication, as more fully defined in 21 C.F.R. § 312.21(c), or its successor regulation, or the equivalent in any foreign country.

1.60. "**Product**" means the advanced stage whole-viron inactivated vaccine candidate/product, commonly referred to as COVAXIN™, and any and all improvements thereto made by BBIL or otherwise arising during the Term.

1.61. "**Product Trademark**" means all registered and unregistered trademarks, service marks, trade dress, trade names, logos, insignias, domain names, symbols, designs and combinations thereof, in each case that are used by a Party in connection with the Development or Commercialization of the Product in the applicable Territory.

1.62. "**Regulatory Approval**" means, with respect to any country or region in the Territory, any approval, registration or authorization (including, for the avoidance of doubt, an EUA, CMA, or any equivalent authorization granted in any country or region in the Territory, as applicable) of any Regulatory Authority required for the Manufacture, use, storage, transport or Commercialization of the Product for use in the Field in such country or region of the Territory.

1.63. "**Regulatory Authority**" means any national, international, regional, state or local regulatory agency, department, bureau, commission, council or other governmental entity with authority over

the distribution, importation, exportation, Manufacture, production, use, storage, transport, clinical testing, pricing, sale or reimbursement of the Product in the applicable Territory, including the FDA and the EMA in the applicable Territory.

1.64. "**Regulatory Filing**" means all applications, filings, submissions, approvals, licenses, registrations, Permits, notifications, authorizations (or waivers) and approvals (including all Regulatory Approvals) and all correspondence submitted to or received from any Regulatory Authority (including minutes and official contact reports relating to any communications with any Regulatory Authority) and all supporting documents with respect to Clinical Trials or studies, or the Development, Manufacture or Commercialization of the Product and all Data contained in any of the foregoing made to or received from any Regulatory Authority in a given country, including BLAs, MAAs and INDs, regulatory drug lists, advertising and promotion documents, Manufacturing data, drug master files, Clinical Data, Adverse Event files and complaint files.

1.65. "**Sale**" means any transaction for which consideration is received by Ocugen, its Affiliates or Sublicensees for sale, use, lease, transfer or other disposition of the Product to or for the benefit of a third party. For clarity, the sale, use, lease, transfer or other disposition of the Product by Ocugen or any of its Affiliates or Sublicensees to another of these entities for resale by such entity to a third party shall not be deemed a Sale, provided such resale by these entities to or for the benefit of a third party has not occurred. For further clarity, the sale, transfer or other disposition of the Product by Ocugen or any of its Affiliates or Sublicensees to a wholesaler or a distributor for resale by such wholesaler or distributor shall not be deemed a Sale hereunder; but rather, the sale by the wholesaler or distributor to the end user shall be treated as a Sale by Ocugen, its Affiliates or Sublicensee, as applicable. For purposes of this definition, "Sale" shall not include the sale, transfer or disposition of the Product (a) for research, preclinical, clinical, Development or regulatory purposes (including for use in Clinical Trials or pre-clinical studies); or (b) for a bona fide charitable purpose, including so-called "treatment IND sales," "named patient sales," "expanded access program" or "compassionate use sales" or to physicians or hospitals for promotional purposes (including free samples to a level and in an amount which is customary in the industry or which is reasonably proportional to the market for the Product).

1.66. "**Senior Executives**" means, with respect to Ocugen, Shankar Musunuri, Ph.D., MBA, Chief Executive Officer of Ocugen, and with respect to BBIL, Dr. V. Krishna Mohan, Whole-time Director of BBIL.

1.67. "**Serious Adverse Event**" means any Adverse Event that results in death, is life-threatening, requires inpatient hospitalization or prolongation of existing hospitalization, results in persistent or significant disability or incapacity, or is a congenital anomaly/birth defect, as defined more fully in 21 C.F.R. § 312.32.

1.68. "**Significant Development Event**" means any of the following material Development events: (a) any material interaction and/or written correspondence between a Party or any of its Affiliates and any Regulatory Authority with respect to the Product; or (b) any material event or result with respect to any Clinical Trial involving the Product.

1.69. "**Sublicensee**" means any person or entity (including Affiliates of the applicable Party) that is granted a sublicense as permitted by this Agreement (or an option to take such a sublicense), either directly by a Party or indirectly by any other Sublicensee hereunder.

1.70. "**Technology**" means, collectively, data, results, technology, inventions, discoveries, improvements, trade secrets and proprietary methods, whether or not patentable and in any tangible or intangible form, including: (a) methods of manufacture or use of, and structural and functional information pertaining to, biologics;(b) compositions of matter, data, formulations, processes, techniques, know-how and results; and (c) unregistered design rights, copyright, database rights, rights in respect of confidential information, rights under data exclusivity laws, rights under orphan drug laws, rights under unfair competition laws, property rights in biological or chemical materials, extension of the terms of any such rights, applications for and the right to apply any of the foregoing registered property and rights, and similar or analogous rights. For clarity, Technology excludes Patent Rights.

1.71. "**Territory**" means collectively or individually, as the context requires, the Ocugen Territory or the BBIL Territory.

1.72. "**United States**" or "**US**" means the United States of America, its territories and possessions.

1.73. "**USD**" or "**$**" means the lawful currency of the United States.

1.74. "**Valid Claim**" means any claim of a pending patent application or an issued (or granted) and unexpired patent that (a) has not been finally cancelled, withdrawn, abandoned or rejected by any administrative agency or other body of competent jurisdiction, (b) has not been permanently revoked, held invalid, or declared unpatentable or unenforceable in a decision of a court or other body of competent jurisdiction that is unappealable or unappealed within the time allowed for appeal, (c) has not been rendered unenforceable through terminal disclaimer or otherwise, (d) is not lost through an interference proceeding, or foreign equivalent, that is unappealable or unappealed within the time allowed for appeal, and (e) in the case of a claim in a pending patent application, has been pending for not more than seven (7) years after the date of filing of the earliest patent application claiming priority with respect to such claim.

1.75. **Other Terms**. The definition of each of the following terms is set forth in the section of the Agreement indicated below:

Defined Term	Section
Allowable Expenses	Exhibit B
Annual Report	8.2
BBIL	Preamble
BBIL Indemnitees	13.1
BBIL Indemnity Claim	13.1
BBIL Trademarks	9.5
Commercial Supply Agreement	7.2(a)
Commercialization Expenses	Exhibit B
Cost of Goods Sold	Exhibit B
Damages Payment	13.7
Development Expenses	Exhibit B
Development Supply Agreement	7.1(a)
Direct Labor Costs	Exhibit B
Direct Material Costs	Exhibit B
Disclosing Party	11.1
Dispute	14.6
Distribution Expenses	Exhibit B
Indemnified Party	13.3
Indemnifying Party	13.3
Indemnity Claim	13.3
JSC	2.1
Losses	13.1
Net Sales	Exhibit B
Ocugen	Preamble
Ocugen Development and Commercialization Costs	12.4(d)
Ocugen Indemnitees	13.2
Ocugen Indemnity Claim	13.2
Ocugen Trademarks	9.5
Operating Profit	Exhibit B
Other Party	12.2
Parties	Preamble
Party	Preamble
Product	Recitals
Profit Share	8.1
Public Statement	11.2
Quarterly Report	8.2
Receiving Party	11.1
Retention Period	8.5
Sales and Marketing Expenses	Exhibit B
SEC	11.1(c)

ARTICLE II
GOVERNANCE

2.1. Joint Steering Committee. Within [***] after the Effective Date, the Parties shall establish a joint steering committee ("**JSC**") to facilitate the Development and Commercialization of the Product by Ocugen and BBIL pursuant to this Agreement. Each of Ocugen and BBIL agree to keep the JSC reasonably informed of its progress and activities under this Agreement, including pursuant to Section 2.9.

2.2. Composition. The JSC shall be comprised up to [***] designated by Ocugen and up to [***] designated by BBIL; [***]. Each Party's representatives will be senior personnel (one of which may be a consultant) who possess a thorough understanding of the scientific and business issues relevant to this Agreement to enable such person to make decisions on behalf of such Party with respect to the issues falling within the jurisdiction of the JSC. Subject to the foregoing sentence, each Party may from time to time substitute its representatives on the JSC, in its sole discretion, effective upon notice to the other Party of such change. A secretary shall be appointed on an annual rotating basis by either Ocugen or BBIL, with Ocugen designating the first secretary.

2.3. Functions and Powers of the JSC. The JSC shall have and perform the following responsibilities:

(a) oversee the conduct of the Development Activities and the implementation and execution of the Development Plan;

(b) review and approve the Development Plan and all amendments thereto;

(c) review and discuss the overall performance of Development Activities by the Parties and comparing same to the diligence obligations set forth in Section 4.3;

(d) review reports delivered to the JSC in accordance with this Agreement;

(e) review or ensure the exchange of all Technology, proprietary materials, reports or other information submitted to each Party or the JSC pursuant to this Agreement;

(f) subject to Section 14.6, resolve any dispute with respect to the Parties' rights and obligations under this Agreement;

(g) establish subcommittees, direct and oversee any subcommittee on all significant issues, and resolve disputed matters that may arise at the subcommittees; and

(h) perform such other functions as appropriate to further the purposes of this Agreement, as expressly set forth in this Agreement or as mutually determined by the Parties in writing.

2.4. Meetings. The JSC shall establish a schedule of times for regular meetings. Special meetings may be convened by any member of the JSC upon not less than thirty (30) days' written notice to the other members of the JSC. Until the First Commercial Sale of the Product in the Ocugen Territory, the JSC will meet at least once per [***]. The JSC may conduct such meetings by telephone or audio, videoconference, or in person as determined by the Parties. Meetings of the JSC are effective only if at least one (1) representative of each Party participates in such meeting; *provided*, in the event of exigent circumstances, a Party may designate a substitute member to temporarily attend and perform the functions of such Party's designee(s) at any meeting of the JSC, which shall constitute participation in such meeting for purposes of this Section 2.4. Each Party may invite a reasonable number of participants, in addition to its representatives, to attend JSC meetings in a non-voting capacity; provided that such attendees shall be bound by confidentiality and non-use obligations at least as restrictive as those set forth in this Agreement.

2.5. Minutes. The secretary shall have responsibility for preparing, circulating and finalizing the agenda for and minutes from each JSC meeting. Minutes shall be circulated to each Party within [***] after each meeting of the JSC, setting forth, *inter alia*, an overview of the discussions at the meeting and a list of any actions and decisions approved by the JSC and a list of any issues. Such minutes shall be effective only after

approval by both Parties in writing. With the sole exception of specific items of the meeting minutes to which the members cannot agree and that may not be resolved as provided in Section 2.7, definitive minutes of all JSC meetings shall be finalized no later than [***] after the meeting to which the minutes pertain. If, at any time during the preparation and finalization of the JSC minutes, the Parties do not agree on any issue with respect to the minutes, such issue shall be resolved by the escalation process set forth in Section 2.7. The decision resulting from the escalation process shall be recorded by the secretary in amended finalized minutes for such meeting.

2.6. Subcommittees. The JSC may establish and disband subcommittees as deemed necessary by the JSC. Each such subcommittee will consist of an equal number of representatives designated by each Party, which number shall be mutually agreed by the Parties. Each Party may change its representatives on any subcommittee upon written notice to the other Party or send a substitute representative to any subcommittee meeting. Each Party's representatives and any substitute for a representative shall be bound by confidentiality and non-use obligations consistent with the terms of this Agreement. Except as expressly provided in this Agreement, no subcommittee has the authority to bind the Parties hereunder and each subcommittee will report and be subordinate to the JSC. If a dispute arises that cannot be resolved by a subcommittee, such dispute shall be referred to the JSC for resolution.

2.7. Decisions.

(a) The JSC will act by consensus, with the representatives of each Party having, collectively, one (1) vote on behalf of that Party. The Parties shall cause their respective representatives on the JSC to use their good faith efforts to resolve all matters appropriately presented to them in an expeditious manner.

(b) If the JSC is deadlocked on a decision within its purview and cannot come to a mutual agreement on such decision within [***] after the matter has been brought to the JSC's attention, it shall be escalated to the Senior Executives for resolution. If consensus cannot be reached by the Senior Executives within [***] after referral to the Senior Executives by the JSC, then the Parties will resolve such dispute in accordance with the terms of Section 14.5.

2.8. Scope of JSC Authority. The JSC and any subcommittees have only the powers assigned expressly to it in this Article II and elsewhere in this Agreement, and do not have any power to amend, modify, or waive compliance with this Agreement. Subject to the foregoing, each Party will be entitled to rely conclusively (without further evidence of any kind whatsoever) on any determination made by the JSC in accordance with this Agreement, and no Party will assert or attempt to assert that any action taken by the JSC that is within such scope of authority granted to the JSC under this Agreement is invalid or not binding on such Party. Each Party retains the rights, powers, and discretion granted to it under this Agreement and neither Party may delegate or vest such rights, powers, or discretion in the JSC or subcommittee unless expressly provided for in this Agreement or the Parties expressly so agree in writing.

2.9. Reports. At each regularly scheduled meeting of the JSC, each Party will provide to the JSC a progress update on such Party's activities under the Development Plan or Commercialization Plan, as applicable. Such progress update can take the form of a PowerPoint presentation. Each Party will endeavor to provide a copy of any such PowerPoint presentation to the JSC at least two (2) Business Days prior to the meeting of the JSC at which such presentation will be made. Such presentation will include a summary of the Development or Commercialization activities conducted by such Party pursuant to the Development Plan or Commercialization Plan, as applicable, since the prior meeting of the JSC.

2.10. Expenses. Each Party shall bear its own costs associated with its participation in the JSC or any subcommittee, including but not limited to the costs of travel and expenses directly associated with participation in the JSC or any subcommittee.

ARTICLE III
GRANT OF RIGHTS

3.1. License Grants to Ocugen. Subject to the provisions of this Agreement, BBIL hereby grants to Ocugen:

(a) an exclusive (even as to BBIL), sublicensable (through multiple tiers) license under the BBIL Technology and the BBIL Patent Rights, to use, research, Develop (including to conduct the Ocugen Development Activities assigned to Ocugen in the Development Plan), Manufacture and Commercialize the Product in the Field in and for the Ocugen Territory; and

(b) an exclusive (even as to BBIL), sublicensable (through multiple tiers) license, under BBIL's rights in the Joint Program Technology and Joint Program Patent Rights, to use, research, Develop (including to conduct the Ocugen Development Activities assigned to Ocugen in the Development Plan), Manufacture and Commercialize the Product in the Field in and for the Ocugen Territory.

3.2. License Grant to BBIL. Subject to the provisions of this Agreement, Ocugen hereby grants to BBIL a limited, non-exclusive, non-royalty bearing, non-sublicensable (except to Affiliates of BBIL) license under the Ocugen Technology and the Ocugen Patent Rights, to conduct the BBIL Development Activities assigned to BBIL in the Development Plan.

3.3. Ocugen Right to Sublicense. Ocugen shall have the right to grant sublicenses, in whole or in part, through one or more tiers, under the licenses granted to it under Section 3.1 to any of its Affiliates, and to any third party pursuant to a written agreement; provided that (a) any such sublicense shall be consistent with and subject to the terms and conditions of this Agreement, and (b) Ocugen shall remain responsible to BBIL for the performance of its Sublicensee(s) or any Affiliate to which it grants a sublicense with respect to Ocugen's obligations under the terms of this Agreement.

3.4. Ocugen Assistance. Ocugen shall provide BBIL with all documents, information and Data in its possession as reasonably requested by BBIL or that are otherwise necessary or useful for BBIL to conduct the BBIL Development Activities under Article IV, including without limitation all Joint Program Materials under the Control of Ocugen.

3.5. BBIL Assistance. BBIL shall provide Ocugen with all documents, information and Data in its possession as reasonably requested by Ocugen or that are otherwise necessary or useful for Ocugen to conduct the Ocugen Development Activities under Article IV, including without limitation all Joint Program Materials under the Control of BBIL.

3.6. Non-Competition. During the Term, except as set forth in this Agreement, Ocugen shall, not directly or indirectly (with, for the benefit of, using, or with the sponsorship of, any third party) Develop, Manufacture or Commercialize any COVID-19 vaccine candidate or similar product that competes, directly or indirectly, with the Product in the Ocugen Territory, except with the prior written consent of BBIL.

ARTICLE IV
CO-DEVELOPMENT OF THE PRODUCT

4.1. Overview. Consistent with the terms and conditions of this Agreement, the Parties shall collaborate with one another in the Field during the Term as it relates to the Development of the Product in and for their respective Territories. Ocugen will have the exclusive right and sole responsibility for (except as set forth in Article VII and, if applicable, as set forth in the Development Supply Agreement) the research and Development of the Product in the Field in and for the Ocugen Territory, and BBIL will have the exclusive right and sole responsibility for the research and Development of the Product in the Field in and for the BBIL Territory.

4.2. Development Plan. The initial Development Plan, attached hereto as Exhibit A, describes the BBIL Development Activities and the Ocugen Development Activities to be carried out by the Parties in and for their respective Territories from the Effective Date through the end of Calendar Year 2021. For each Calendar Year after 2021, the Parties shall jointly prepare an updated Development Plan and submit it to the JSC for its review and approval pursuant to Section 2.3(b). The Parties shall use Commercially Reasonable Efforts to collaborate on, prepare and submit each Development Plan to the JSC no later than [***] days prior to the end of each Calendar Year starting with Calendar Year 2021. Any amendment, modification or update to any Development Plan shall be set forth in a written document prepared by one or both Parties and reviewed by the JSC, shall specifically state that it is an amendment, modification or update to the then-existing

Development Plan and shall be sent to the JSC members no later than [***] days prior to the meeting of the JSC at which such amendment, modification or update is to be reviewed and approved.

4.3. Development Activities; Diligence.

(a) BBIL Development Activities.

(i) BBIL will be responsible for the BBIL Development Activities set forth in the Development Plan, which shall include the conduct of Clinical Trials for the Product in and for the BBIL Territory.

(ii) BBIL shall use Commercially Reasonable Efforts to conduct the BBIL Development Activities as set forth in the Development Plan (consistent with good scientific practice). BBIL shall make available to Ocugen all results, Data, and information arising from the BBIL Development Activities (including any Clinical Trial protocols for the Product); provided however, BBIL does not warrant the suitability of any Data submitted by BBIL to Ocugen to support Ocugen's Regulatory Filings for the Product in the Field in and for the Ocugen Territory.

(b) Ocugen Development Activities.

(i) Ocugen will be responsible for the Ocugen Development Activities set forth in the Development Plan, which shall include the design and preparation of Clinical Trial protocols for the Product and the conduct of Clinical Trials for the Product in and for the Ocugen Territory.

(ii) Ocugen shall use Commercially Reasonable Efforts to conduct the Ocugen Development Activities as set forth in the Development Plan (consistent with good scientific practice). Ocugen shall make available to BBIL all results, Data, and information arising from the Ocugen Development Activities (including any Clinical Trial protocols for the Product).

4.4. Ownership of Joint Technology and Joint Patent Rights. All Joint Program Technology and Joint Program Patent Rights shall be jointly owned by the Parties and each Party shall be free to practice such Joint Program Technology and Joint Program Patent Rights in its Territory, subject to any terms or conditions of this Agreement to the contrary.

4.5. Costs of Development. BBIL is solely responsible for all costs and expenses associated with the performance of the BBIL Development Activities and the Development of the Product in the Field in and for the BBIL Territory and Ocugen is solely responsible for all costs and expenses associated with the performance of the Ocugen Development Activities and the Development of the Product in the Field in and for the Ocugen Territory.

4.6. Engagement of Third Party Contractors. A Party may engage third party contractors to perform, as applicable, BBIL Development Activities or Ocugen Development Activities hereunder; *provided*, that with respect to any such subcontract, the applicable third party contractor shall execute an agreement containing provisions that (a) are consistent with the cooperation, records and reports, ownership, confidentiality and intellectual property provisions set forth in this Agreement, and (b) assign any and all intellectual property rights discovered or invented by the third party contractor thereunder to BBIL or Ocugen, as applicable.

4.7. Compliance. Each Party shall perform all Development Activities for which it is responsible under the Development Plan in a good scientific manner and in compliance with all Applicable Laws.

4.8. Records and Reports. Each Party shall maintain complete and accurate records of its Development Activities in accordance with good business practices and in sufficient detail, including in sufficient detail for the purpose of making patent filings and Regulatory Filings, in good scientific manner, or otherwise in a manner that reflects all work done and results achieved. Each Party may review and copy such records at reasonable times, and upon reasonable notice to the other Party. Each Party shall provide to the other Party, at least once each [***] until the First Commercial Sale of the Product in the Ocugen Territory, a reasonably detailed report that summarizes: (a) all Development Activities conducted and the results obtained

by such Party with respect to the Product during the most recently completed Calendar Quarter; and (b) any Significant Development Events applicable to the Product.

4.9. Further Cooperation. Further to the Parties' respective obligations under Section 4.3, each Party shall share with the other Party all information it obtains in its conduct of the Development Activities, including but not limited to documents and Data in regard to pre-clinical activities, clinical activities, CMC Technology, Manufacture, and Regulatory Approval in or for its Territory.

ARTICLE V
REGULATORY ACTIVITIES

5.1. BBIL Regulatory Activities.

(a) BBIL shall have the exclusive right and sole responsibility for the preparation, submission and maintenance of all Regulatory Filings, and obtaining Regulatory Approvals for, the Product in the Field in and for the BBIL Territory. BBIL shall use Commercially Reasonable Efforts to seek and obtain Marketing Authorization for the Product in the Major Market Country, including, if applicable, obtaining accelerated review of such application for Marketing Authorization. All Regulatory Approvals for the Product in the BBIL Territory will be held by and in the name of BBIL or any of its Affiliates. BBIL shall solely and exclusively own all Regulatory Approvals obtained by BBIL in and for the BBIL Territory.

(b) BBIL shall reasonably cooperate with any on-site inspection by a Regulatory Authority with respect to any Clinical Trial being conducted by Ocugen as it relates to BBIL's Manufacture of Clinical Trial Materials or finished Products pursuant to this Agreement, the Development Supply Agreement or the Commercial Supply Agreement, as applicable.

5.2. Ocugen Regulatory Activities.

(a) Ocugen shall have the exclusive right and sole responsibility for the preparation, submission and maintenance of all Regulatory Filings, and obtaining Regulatory Approvals for, the Product in the Field in and for the Ocugen Territory. Ocugen shall use Commercially Reasonable Efforts to seek and obtain Marketing Authorization for the Product in the Ocugen Territory, including where applicable, obtaining accelerated review of application(s) for Marketing Authorization. All Regulatory Approvals for the Product in the Ocugen Territory will be held by and in the name of Ocugen or any of its Affiliates. Ocugen shall solely and exclusively own all Regulatory Approvals obtained by Ocugen in and for the Ocugen Territory.

(b) For all Clinical Trials sponsored by Ocugen, to the extent permissible by the applicable Regulatory Authority, Ocugen shall have the right to include in any Regulatory Filing for Regulatory Approval of the Product in the Ocugen Territory, all Data and other information related to the use of the Product in the BBIL Territory and include such Data and other information in any subsequent interactions with such Regulatory Authority.

5.3. Regulatory Correspondence.

(a) The Parties shall reasonably cooperate with and assist each other in compliance with all regulatory obligations to the extent arising out of or otherwise related to (i) the Product, or (ii) the performance of the Parties' respective obligations under this Agreement, including by providing to the other Party copies of all Regulatory Filings related to the Product for and in respect of its Territory, including in order to support Clinical Trials for the Product being undertaken and conducted by Ocugen.

(b) Upon the reasonable request of Ocugen, BBIL shall reasonably respond to questions or comments from Regulatory Authorities in the Ocugen Territory as it relates to use of the Product in the Field. In the event that a Regulatory Authority requests any information that has not been provided to Ocugen by BBIL, to the extent such additional information is under the control of BBIL, BBIL shall provide such information to Ocugen at no additional cost. Upon the reasonable request of BBIL, Ocugen shall reasonably respond to questions or comments from Regulatory Authorities in the BBIL Territory as it relates to use of the Product in the Field. In the event that a Regulatory Authority requests any information that has not been

provided to BBIL by Ocugen, to the extent such additional information is under the control of Ocugen, Ocugen shall provide such information to BBIL at no additional cost.

5.4. Responsibility for Regulatory Expenses. Each Party shall be solely responsible for paying all costs and expenses incurred in connection with obtaining or maintaining Regulatory Approval of the Product in the Field in its Territory.

ARTICLE VI
COMMERCIALIZATION

6.1. Responsibility for Commercialization of the Product. Consistent with the terms and conditions of this Agreement, each Party shall be solely responsible for Commercialization of the Product in the Field in its Territory. For clarity, Ocugen shall be solely responsible for, and has exclusive rights with respect to, the Commercialization of the Product in the Field in and for the Ocugen Territory, and BBIL shall be solely responsible for, and has exclusive rights with respect to, the Commercialization of the Product in the Field in and for the BBIL Territory, in each case including all pre-marketing, marketing, promotion, sales, distribution, import and export activities (including securing reimbursement, sales and marketing and conducting any post-marketing trials or databases and post-marketing safety surveillance), maintaining all issued Marketing Authorizations, maintaining all pharmacovigilance systems and activities as required by Applicable Laws and the timing and launch of the Product in its applicable Territory. Each Party shall, and shall cause its Affiliates to, market and promote the Product only in the Field in its Territory.

6.2. Commercialization Plan. No later than [***] prior to the anticipated First Commercial Sale of the Product in the Ocugen Territory or the BBIL Territory, as applicable, the responsible Party shall provide to the other Party its initial Commercialization Plan for its Territory. Thereafter, each Party shall provide the other Party with an updated Commercialization Plan no later than [***].

6.3. Responsibility for Commercialization Expenses. Each Party shall be solely responsible for paying all costs and expenses incurred in connection with its Commercialization of the Product in the Field in its Territory.

6.4. Commercialization Diligence. Subject to the receipt of Marketing Authorization, Ocugen shall use Commercially Reasonable Efforts to market, promote, offer for sale, sell, and otherwise Commercialize the Product in the Field in and for the Ocugen Territory. Subject to the receipt of Marketing Authorization, BBIL shall use Commercially Reasonable Efforts to market, promote, offer for sale, sell, and otherwise Commercialize the Product in the Field in and for the Major Market Country in the BBIL Territory.

6.5. Commercialization Reports. Each Party shall maintain a record of all of its Commercialization activities in accordance with good business practices. No later than [***], such Party shall provide to the other Party a reasonably detailed report that summarizes the Commercialization activities conducted by such Party during [***].

6.6. Compliance with Applicable Laws. Each Party undertakes to Commercialize the Product in the Field in and for the applicable Territory entirely in accordance with the Marketing Authorization for the Product in such country of the Territory and in accordance with all Applicable Laws.

6.7. Adverse Events. BBIL shall be solely responsible for reporting to Regulatory Authorities all Adverse Events and Serious Adverse Events to the extent required by Applicable Laws, in each case for and in respect of the BBIL Territory. Ocugen shall be solely responsible for reporting to Regulatory Authorities all Adverse Events and Serious Adverse Events to the extent required by Applicable Laws, in each case for and in respect of the Ocugen Territory. In furtherance of the foregoing, during the Term, each Party shall be responsible for promptly notifying the other Party regarding any Adverse Event, whether actual or suspected, in respect of the Product that is suffered anywhere in the world and with respect to which such Party obtains information or knowledge (the "**Reporting Party**") as follows:

(a) the Reporting Party shall report to the other Party by telephone (followed by written descriptions) or in writing any information regarding a Serious Adverse Event concerning drug reactions that are

life-threatening or cause death within [***] after an initial determination by the Reporting Party that the Adverse Event constitutes a Serious Adverse Event;

(b) the Reporting Party shall report to the other Party in writing any information about any Serious Adverse Event that does not fall within the scope of Section 6.7(a) within [***] days after an initial determination by the Reporting Party that the Adverse Event constitutes a Serious Adverse Event; and

(c) the Reporting Party shall report to the other Party by telephone (followed by written descriptions) or in writing any information regarding a non-serious Adverse Event that does not fall within the scope of Sections 6.7(a) or 6.7(b) within [***] days after the date the Reporting Party receives the information.

A Reporting Party's reports delivered pursuant to this Section 6.7 shall contain any relevant information reasonably required by the other Party to meet the requirements of any Regulatory Authority in or for its Territory.

ARTICLE VII
MANUFACTURE AND SUPPLY OF THE PRODUCT

7.1. Development Supply Agreement.

(a) Subject to Section 7.4, pursuant to a development supply agreement (the "**Development Supply Agreement**") to be entered into between the Parties, BBIL shall be responsible for the Manufacture and supply of all Clinical Trial Materials required for Ocugen's non-clinical and clinical Development of the Product in the Field in and for the Ocugen Territory (including the performance of the Ocugen Development Activities). The Parties will enter into the Development Supply Agreement within [***] days after the Effective Date. The Development Supply Agreement shall contain mutually agreeable terms, including, among other things, that the maximum purchase price payable by Ocugen for Clinical Trial Materials manufactured and supplied thereunder shall not exceed [***].

(b) Except as set forth in the Development Supply Agreement, prior to the completion of the technology transfer as provided in Section 7.3(a), BBIL shall be responsible, in accordance with the Development Supply Agreement or as may otherwise be agreed between the Parties, to (i) Manufacture and supply Ocugen with such form and quantity of Clinical Trial Materials as Ocugen reasonably requires to conduct the Ocugen Development Activities and carry out Clinical Trials necessary to seek and obtain Regulatory Approval of the Product in the Field in and for the Ocugen Territory, and (ii) perform release and stability testing of the Product for use in the Field in and for the Ocugen Territory in accordance with FDA requirements and Applicable Law. In furtherance of the forgoing, within [***] days after the Effective Date, and thereafter on an as needed basis during the Term or as may otherwise be discussed and agreed by the Parties at the JSC, BBIL shall share all CMC Technology and related information for the Product with Ocugen.

7.2. Commercial Supply Agreement.

(a) Subject to this Section 7.2 and Section 7.4, subject to Ocugen's ability to qualify a secondary supplier in limited events of supply failure, pursuant to a commercial supply agreement (the "**Commercial Supply Agreement**") to be entered into between the Parties, BBIL shall be responsible for the Manufacture and supply of all of Ocugen's requirements of commercial quantities of the Product for Ocugen's Commercialization of the Product in the Field in and for the Ocugen Territory, subject to any reasonable limitations on BBIL's capacity (as more fully described in the Commercial Supply Agreement), until such time as the technology transfer described in Section 7.3(a) below has been completed. The Parties will enter into the Commercial Supply Agreement prior to the anticipated First Commercial Sale of the Product in the Ocugen Territory. Except as set forth in the Commercial Supply Agreement:

(i) prior to the completion of the technology transfer as provided in Section 7.3(a), BBIL shall be responsible, at its sole cost and expense, for (x) the Manufacture and supply of the finished Product in its commercial packaging presentation, for use by Ocugen in the Field in the Ocugen Territory after Ocugen's receipt of an EUA, BLA or other Regulatory Approval for the Product in the Ocugen Territory, and (y) performing release and stability testing of the Product for use in the Field in the Ocugen Territory in accordance with FDA requirements and Applicable Law; and

(ii) following the completion of the technology transfer as provided in Section 7.3(a), (x) Ocugen shall be responsible, at its sole cost and expense, for the Manufacture and supply of the finished Product in its commercial packaging presentation, for use by Ocugen in the Field in the Ocugen Territory after Ocugen's receipt of an EUA, BLA or other Regulatory Approval for the Product in the Ocugen Territory, (y) if required under the Commercial Supply Agreement, and subject to any reasonable limitations on Ocugen's capacity (as more fully described in the Commercial Supply Agreement), Ocugen shall be responsible for the Manufacture and supply of the finished Product in its commercial packaging presentation, for use by BBIL in the Field in and for the BBIL Territory, after BBIL's receipt of Regulatory Approval for the Product in the BBIL Territory.

(b) The Commercial Supply Agreement shall contain mutually agreeable terms, including, among other things, that (i) notwithstanding the consummation of the technology transfer pursuant to Section 7.3, for and during the Calendar Year 2021, BBIL shall Manufacture and supply to Ocugen, its Affiliates or Sublicensees not less than (*i.e.*, at least) [***] of finished commercial Product (sufficient for a minimum of [***] patients) for Ocugen's, its Affiliates' and Sublicensees' use in the Field in and for the Ocugen Territory, (ii) the maximum purchase price payable by Ocugen for the Product manufactured and supplied thereunder shall not exceed [***], and (iii) following the completion of the technology transfer as provided in Section 7.3, notwithstanding Ocugen's exclusive right to Manufacture the Product in and for the Ocugen Territory, BBIL shall continue to be a back-up supplier of the Product for Ocugen, its Affiliates or Sublicensees, as applicable, in and for the Ocugen Territory, provided that the purchase price payable by Ocugen for any such back-up supply shall be negotiated between the Parties prior to BBIL manufacturing such supply for Ocugen.

7.3. Technology Transfer.

(a) Upon Ocugen's written request, BBIL shall (i) provide Ocugen with all preclinical and clinical Data (including Clinical Data) in support of US late-stage Clinical Trials being conducted by Ocugen or its designees, and (ii) transfer to Ocugen or its designated CMOs or CROs (which may be by electronic transfer (utilizing a secure portal) in accordance with a mutually agreed technology transfer plan or pursuant to a material transfer agreement), all BBIL Technology (including [***]), in a form and format as necessary for the successful commercial manufacture and supply of the Product to support commercial sale of the Product in the Field in and for the Ocugen Territory. The technology transfer set forth in the preceding sentence shall be deemed completed as of such time as Ocugen (or its designees) are capable and primarily responsible for the Manufacture and supply of the Product for use by Ocugen in the Field in and for the Ocugen Territory.

(b) Following the initial technology transfer to Licensee as provided in Section 7.3(a)(ii), upon Ocugen's request and on an as needed basis during the Term, BBIL shall transfer to Ocugen or its designee (in accordance with a mutually agreed technology transfer plan or material transfer agreement) all BBIL Technology (including the [***]), reasonably necessary or useful to support the successful commercial Manufacture of the Product for commercial sale in and for the Ocugen Territory.

(c) Upon Ocugen's reasonable request BBIL shall(i) provide such technical assistance and cooperation as may be reasonably requested by Ocugen or its designee in connection with the technology transfers contemplated by Section 7.3(a) or Section 7.3(b), and (ii) make its personnel reasonably available to consult with Ocugen or its designees with respect to the BBIL Technology. BBIL shall cause such personnel to respond to Ocugen's or its designees' reasonable requests and inquires pursuant to the preceding sentence within [***].

(d) Each Party shall be responsible for any and all costs and expenses incurred by it in connection with the transfer of BBIL Technology as contemplated by this Section 7.3.

7.4. Exclusivity.

(a) Prior to the completion of the technology transfer pursuant to Section 7.3(a), BBIL shall have the exclusive right to Manufacture the Product in the Field in and for the Ocugen Territory, subject to allowance for qualifying a secondary source to be set forth in the Commercial Supply Agreement; thereafter, BBIL shall have a non-exclusive right to Manufacture the Product in the BBIL Territory for the use and

Commercialization of such Product by Ocugen, its Affiliates or Sublicensees in and for the Ocugen Territory solely as may be requested by Ocugen, its Affiliates or Sublicensees pursuant to and in accordance with the terms of the Commercial Supply Agreement.

(b) Except as set forth in Section 7.4(a), from and after the completion of the technology transfer pursuant to Section 7.3(a), Ocugen shall have, except as otherwise set forth in the Commercial Supply Agreement, the sole and exclusive right to Manufacture the Product in the Field in and for the Ocugen Territory.

ARTICLE VIII
PROFIT SHARE

8.1. Profit Share. The Parties will share in Operating Profit with respect to Sales of the Product by Ocugen, its Affiliates and Sublicensees in the Field in and for the Ocugen Territory as follows: Ocugen will be entitled to forty-five percent (45%) and BBIL will be entitled to fifty-five percent (55%) thereof (the "**Profit Share**"). Procedures for calculating the Profit Share on a Calendar Quarter basis and other finance and accounting matters, are set forth in Exhibit B attached hereto, and to the extent not set forth in Exhibit B or elsewhere in this Agreement, will be established by the JSC.

8.2. Sales Reports; Payments. Within [***] after the end of each of the first three Calendar Quarters of each Calendar Year (each such report, a "**Quarterly Report**") and [***] after the end of each such Calendar Year (each such report, an "**Annual Report**"), Ocugen shall provide a written report to BBIL showing:(a) the gross Sales and Net Sales of the Product in and for the Ocugen Territory through the end of such Calendar Quarter (or Calendar Year, if applicable); (b) the total amount of deductions from gross Sales taken to determine Net Sales of the Product in and for the Ocugen Territory for such Calendar Quarter (or Calendar Year, if applicable); (c) a calculation of Operating Profit in accordance with Exhibit B for such Calendar Quarter (or Calendar Year, if applicable), and (d) a calculation of the Profit Share payable to BBIL in respect of such Calendar Quarter (or Calendar Year, if applicable). In addition, each Annual Report will include any applicable adjustments to Operating Profit reported in the Quarterly Reports for such Calendar Year. Ocugen shall pay any Profit Share owed to BBIL within [***] after the end of each of the first three Calendar Quarters of each Calendar Year and [***] after the end of such Calendar Year in which Sales of the Product by Ocugen, its Affiliates or Sublicensees occur in the Ocugen Territory, commencing with the Calendar Quarter in which the First Commercial Sale of the Product in the Ocugen Territory occurs. To the extent that the actual Operating Profit for the first three Calendar Quarters of any Calendar Year were in excess of the Operating Profit included in the applicable Quarterly Reports, Ocugen will pay to BBIL, within [***] after the end of the applicable Calendar Year, an amount equal to the Profit Share on such excess. To the extent that the actual Operating Profit for the first three Calendar Quarters of any Calendar Year were less than the Operating Profit included in the applicable Quarterly Reports, Ocugen may apply the amount of any overpayment as a credit against any Profit Share that may be payable to BBIL within [***] after the end of the applicable Calendar Year, or if no Profit Share is payable, against the future Profit Share payments owed to BBIL under this Agreement. If no such future Profit Share payments are payable, then BBIL shall refund the overpayment to Ocugen within [***] after the end of such Calendar Year.

8.3. Mode of Payment; Currency. All payments made by Ocugen under this Article VIII shall be made by wire transfer from a banking institution in USD in accordance with instructions given in writing from time to time by BBIL.

8.4. Withholding Taxes. If Applicable Laws require withholding of income or other taxes imposed upon any payments made by Ocugen to BBIL under this Agreement, including any VAT or sales tax, Ocugen shall (a) make such withholdings as may be required, (b) subtract such withholdings from such payments, (c) submit appropriate proof of payment of the withholding taxes to BBIL within a reasonable period of time, and (d) promptly provide BBIL with all official receipts with respect thereto.

8.5. Books and Records; Audit. Ocugen and its Affiliates and Sublicensees shall keep and maintain for [***] from the end of the Calendar Year in which such Net Sales occur (the "**Retention Period**") materially complete and accurate records of gross Sales and Net Sales of the Product in the Ocugen Territory by, as applicable, Ocugen, its Affiliates and Sublicensees, in sufficient detail to allow Operating Profit and the Profit Share to be determined accurately. BBIL shall have the right during the applicable Retention Period, and at its cost, through an independent certified public accountant reasonably acceptable to Ocugen, to audit the relevant

records of Ocugen, its Affiliates and Sublicensees to verify that the amount of such payment was correctly determined. Ocugen, its Affiliates and Sublicensees shall each make its records reasonably available for audit by such independent certified public accountant during regular business hours at such place or places where such records are customarily kept, upon [***] written notice from BBIL. Such audit right shall not be exercised by BBIL more than [***] or more than [***]. All records made available for audit shall be the Confidential Information of Ocugen. The results of each audit, if any, shall be binding on both Parties absent manifest error. In the event there was an underpayment by Ocugen hereunder, Ocugen shall promptly (but in any event no later than [***] after Ocugen's receipt of the report so concluding) make payment to BBIL of any shortfall. BBIL shall bear the full cost of such audit unless such audit discloses an underreporting by Ocugen of the higher of (a) [***], or (b) [***] during the period audited, in which case Ocugen shall reimburse BBIL for all reasonable costs incurred by BBIL in connection with such audit. In the event the auditor finds an overpayment by Ocugen, Ocugen shall have the right to deduct the overpayment from any Profit Share payment due to BBIL by Ocugen or, if no such future Profit Share payments are payable, then BBIL shall refund the overpayment to Ocugen within [***] after BBIL receives the audit report.

ARTICLE IX
INTELLECTUAL PROPERTY

9.1. Intellectual Property Rights. As between the Parties, BBIL shall have sole ownership and exclusive Control of all right, title and interest on a worldwide basis in and to any and all BBIL Technology and BBIL Patent Rights, subject to the licenses provided to Ocugen pursuant to this Agreement. As between the Parties, Ocugen shall have sole ownership and exclusive Control of all right, title and interest on a worldwide basis in and to any and all Ocugen Technology and Ocugen Patent Rights, subject to the licenses provided to BBIL pursuant to this Agreement. The Parties shall jointly Control all right, title and interest on a worldwide basis in and to any and all Joint Program Technology, Joint Program Patent Rights and Joint Program Materials. Each Party hereby agrees to promptly notify the other Party of the conception or reduction to practice of any Joint Program Technology or Joint Program Materials and to promptly execute any documents that may be necessary to perfect the other Party's rights in and to such Joint Program Technology.

9.2. Patent Filing, Prosecution and Maintenance.

(a) BBIL shall, acting through patent counsel of its choice: (i) endeavor to prepare, file, prosecute and maintain the BBIL Patent Rights and the Joint Program Patent Rights worldwide so as to secure the broadest protection reasonably and lawfully available; (ii) consult with Ocugen in relation to the preparation, filing, prosecution and maintenance of the BBIL Patent Rights and the Joint Program Patent Rights, as well as all changes to patent claims or specifications that would have the effect of reducing or limiting the extent of such patent coverage; and (iii) pay all fees and expenses to prepare, file, prosecute and maintain the BBIL Patent Rights and the Joint Program Patent Rights worldwide as and when due, *provided* Ocugen shall reimburse BBIL for the portion of such fees and expenses that are incurred by BBIL in, for or with respect to the Ocugen Territory. BBIL shall consult in good faith with Ocugen and Ocugen shall cooperate with and assist BBIL in all reasonable respects, in connection with BBIL's preparation, filing, prosecution and maintenance of such BBIL Patent Rights and Joint Program Patent Rights. If BBIL desires to abandon or to not maintain any of the Joint Program Patent Rights in the Field in and for the Ocugen Territory (or to cease funding any application or Patent Rights forming a part of such Joint Program Patent Rights), it shall give Ocugen [***] prior written notice of same, and Ocugen shall have the right but not the obligation, beginning at the end of such [***] period, to pursue preparing, filing, prosecuting or maintaining such Joint Program Patent Rights in the Field solely in and for the Ocugen Territory, at its sole cost and expense.

(b) Ocugen shall, acting through patent counsel of its choice, endeavor to prepare, file, prosecute and maintain the Ocugen Patent Rights licensed to BBIL pursuant to this Agreement. If Ocugen desires to abandon or to not maintain any of the Ocugen Patent Rights in the Field in and for the BBIL Territory (or to cease funding any application or Patent Rights forming a part of such Ocugen Patent Rights), Ocugen shall give BBIL [***] prior written notice of same, and BBIL shall have the right but not the obligation, beginning at the end of such [***] period, to pursue preparing, filing, prosecuting or maintaining such Ocugen Patent Rights in the Field solely in and for the BBIL Territory, at BBIL's sole cost and expense.

9.3. Enforcement and Defense.

(a) Each Party shall inform the other Party promptly if it becomes aware of any infringement, potential infringement or misappropriation of any BBIL Patent Rights or Joint Program Patent Rights in the Field anywhere in the world, and the Parties shall consult with each other regarding a strategy for enforcement or defense and the best way to respond to such infringement. Notwithstanding the foregoing, as between the Parties, BBIL shall have the first right, but not the obligation, to address infringement of the BBIL Patent Rights and the Joint Program Patent Rights anywhere in the world by taking reasonable steps, which may include the institution of legal proceedings or other action, and to compromise or settle such infringement of the BBIL Patent Rights or the Joint Program Patent Rights, *provided* BBIL shall keep Ocugen informed about such infringement response and Ocugen shall provide all reasonable cooperation to BBIL in connection with such infringement response. In the event that BBIL initiates any such action, any damages or other payments recovered shall belong solely to BBIL. BBIL shall not take any position with respect to, or compromise or settle, any such infringement of the BBIL Patent Rights or Joint Program Patent Rights in any way that may derogate from Ocugen's rights in this Agreement, without the prior written consent of Ocugen, which consent shall not be unreasonably withheld, conditioned or delayed. If BBIL does not intend to enforce or defend any BBIL Patent Rights or Joint Program Patent Rights, or ceases to diligently pursue infringement of any BBIL Patent Rights or Joint Program Patent Rights anywhere in the world, it shall promptly inform Ocugen of such fact. All costs relating to BBIL's infringement responses under this Section 9.3(a) shall be borne solely by BBIL.

(b) If BBIL informs Ocugen that it does not intend to enforce or defend any BBIL Patent Rights or Joint Program Patent Rights, or ceases to diligently pursue infringement of any BBIL Patent Rights or Joint Program Patent Rights anywhere in the world in accordance with Section 9.3(a), then Ocugen shall have the right, but not the obligation, at its own expense, upon written notice to BBIL, to address such infringement of such BBIL Patent Rights or Joint Program Patent Rights by taking reasonable steps, which may include the institution of legal proceedings or other action, and to compromise or settle such infringement of such BBIL Patent Rights or Joint Program Patent Rights against the applicable third party, *provided* Ocugen shall keep BBIL informed about such infringement response and BBIL shall provide all reasonable cooperation to Ocugen in connection with such infringement response. In the event that Ocugen initiates any such action, any damages or other payments recovered shall belong solely to Ocugen. Ocugen shall not take any position with respect to, or compromise or settle, any such infringement of the BBIL Patent Rights or Joint Program Patent Rights in any way that may derogate from BBIL's rights in this Agreement, without the prior written consent of BBIL, which consent shall not be unreasonably withheld, conditioned or delayed. All costs relating to Ocugen's infringement responses under this Section 9.3(b) shall be borne solely by Ocugen.

(c) If the alleged infringement of the BBIL Patent Rights or the Joint Program Patent Rights is both within and outside the Field, the Parties shall also cooperate with BBIL's other licensees (if any) in relation to any such action(s).

(d) Each Party agrees to be joined in any suit to enforce the BBIL Patent Rights or Joint Program Patent Rights in the applicable Territory in accordance with Section 9.3(a) or Section 9.3(b), as applicable, subject to being indemnified and secured in a reasonable manner as to any costs, damages, expenses, or other liabilities such Party may incur in connection therewith or resulting therefrom which such Party is otherwise not required to incur under Section 9.3(a) or Section 9.3(b), as applicable, and such Party shall have the right to be separately represented in any such suit by its own counsel at its own expense.

9.4. Infringement of Third-Party Rights.

(a) If any warning letter or other notice of infringement from a third party is received by a Party, or a legal suit, proceeding or other action is brought against a Party, alleging infringement of the Technology or Patent Rights of such third party by reason of the conduct of the Development Activities, the use, Development, Manufacture or Commercialization of the Product in the Field, or the use of any BBIL Patent Rights or Joint Program Patent Rights hereunder, that Party shall promptly provide full details to the other Party, and the Parties shall discuss as soon as possible the overall strategy for defense of such matter and the best way to respond. Notwithstanding the foregoing, BBIL shall have the obligation to defend any such suit, proceeding or other action, *provided*, Ocugen shall have the right to participate any such suit, proceeding or other action with separate counsel at its own expense. The Parties shall cooperate with each other in all reasonable respects

in any such suit, proceeding or other action, and all expenses with respect to any such suit, proceeding or other action in the Ocugen Territory shall be borne equally by the Parties. Each Party shall promptly furnish the other Party with a copy of each communication relating to the alleged infringement that is received by such Party, including all documents filed in any litigation.

(b) BBIL shall have the right to settle the related suit, proceeding or other action with the applicable third party, *provided*, that if the taking of any action or any proposed settlement involves the making of any statement, express or implied, concerning the validity of the BBIL Patent Rights or the Joint Program Patent Rights, Ocugen shall be notified before BBIL takes such action or makes such settlement.

9.5. Product Trademarks. BBIL may, in its sole discretion, select, and BBIL shall own, the Product Trademarks for use on Products in the Field in and for the BBIL Territory, and BBIL shall be responsible for the registration, prosecution, maintenance and enforcement thereof (such Product Trademarks, the "**BBIL Trademarks**"). Ocugen may, in its sole discretion, select, and Ocugen shall own, the Product Trademarks for use on Products in the Field in and for the Ocugen Territory, and Ocugen shall be responsible for the registration, prosecution, maintenance and enforcement thereof (such Product Trademarks, the "**Ocugen Trademarks**"); *provided*, that Ocugen shall (a) (i) notify BBIL of its choice of any Ocugen Trademark not less than [***] before effecting its first filing of a Marketing Authorization for the Product in the Ocugen Territory; and (i) notify BBIL if it is required by any Regulatory Authority to alter, amend or change such Ocugen Trademark, or (b) if reasonably requested by BBIL, evaluate in good faith the use of a BBIL Trademark for the Product in the Ocugen Territory. If Ocugen uses a BBIL Trademark for the Product in the Ocugen Territory, BBIL shall grant to Ocugen an exclusive, royalty-free, sublicensable right to use such BBIL Trademark for the Development and Commercialization of the Product in the Ocugen Territory without any additional consideration due to BBIL, and BBIL shall register, prosecute, maintain and enforce such BBIL Trademark in the Ocugen Territory at BBIL's cost.

ARTICLE X
REPRESENTATIONS AND WARRANTIES

10.1. Representations and Warranties of the Parties. Each Party represents and warrants to the other Party as of the Effective Date that:

(a) it is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has full power and authority to own and operate its property and assets and to carry on its business as it is now being conducted and as it is contemplated to be conducted by this Agreement;

(b) it has the full right, power, and authority to enter into this Agreement and to grant the rights and licenses granted by it under this Agreement;

(c) there are no existing, or to its knowledge, threatened Claims pending with respect to the subject matter of this Agreement or its right to enter into and perform its obligations under this Agreement;

(d) it has taken all necessary action on its part to authorize the execution and delivery of this Agreement and the performance of its obligations under this Agreement;

(e) this Agreement has been duly executed and delivered on behalf of it, and constitutes a legal, valid, binding obligation, enforceable against it in accordance with its terms, subject to the general principles of equity and to the laws of bankruptcy, insolvency, moratorium, and other similar laws affecting the enforcement of creditors' rights generally, and to any applicable competition laws;

(f) all Permits required to be obtained by it in accordance with the execution and delivery of this Agreement and the performance of its obligations under this Agreement have been or will be obtained, and in the case of Ocugen, all Permits have been or will be obtained in relation to its conduct of any and all activities described hereunder to be performed in or with respect to the Ocugen Territory; and

(g) the execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any of its constitutional or formation agreements.

10.2. BBIL's Additional Warranties. BBIL further represents and warrants as of the Effective Date, and covenants as and to the extent applicable during the Term, that:

(a) it has full right and authority to grant the licenses and rights granted under this Agreement, and no rights or licenses are required from BBIL, or to its knowledge, any other Person, in order for Ocugen to Develop, Manufacture and Commercialize the Product in the Field in and for the Ocugen Territory as contemplated under this Agreement other than the rights granted to Ocugen under Section 3.1;

(b) to BBIL's knowledge, there are no Patent Rights Controlled by a third party that would be infringed by Ocugen's use of the BBIL Technology or Ocugen's practicing of the BBIL Patent Rights in the Field in and for the Ocugen Territory, and to BBIL's knowledge, no Claim or litigation has been brought or asserted (and BBIL has no knowledge of any Claim, whether or not brought or asserted, or of any facts or circumstances that exist that would reasonably be expected to give rise to any such Claim or litigation) by any Person alleging that (i) the BBIL Patent Rights are invalid or unenforceable or (ii) the conception, development, reduction to practice, disclosing, copying, making, assigning or licensing of the BBIL Technology or the BBIL Patent Rights existing as of the Effective Date as contemplated herein, violates, infringes, constitutes misappropriation of or otherwise conflicts or interferes with or would violate, infringe or otherwise conflict or interfere with, any intellectual property or proprietary right of any other Person;

(c) to BBIL's knowledge, no Person is infringing or threatening to infringe, or misappropriating or threatening to misappropriate, the BBIL Patent Rights existing as of the Effective Date;

(d) subject to Section 9.3(a), it has made and will use Commercially Reasonable Efforts to maintain the validity of the BBIL Patent Rights and, will not surrender its rights in any way so as to undermine the licenses granted to Ocugen in Section 3.1; and

(e) BBIL has not employed (and to the best of its knowledge, has not used a contractor or consultant that has employed) and in the future will not employ (or to the best of its knowledge, use any contractor or consultant that employs) any Person debarred by the FDA, or any Person who is the subject of a FDA debarment or investigation or proceeding in the conduct of its Development Activities.

10.3. Ocugen's Additional Warranties. Ocugen further represents and warrants as of the Effective Date, and covenants as and to the extent applicable during the Term, that it has full right and authority to grant the licenses and rights granted under this Agreement, and no rights or licenses are required from Ocugen, or to its knowledge, any other Person, in order for BBIL to conduct the BBIL Development Activities assigned to BBIL in the Development Plan or otherwise in connection with the Development, Manufacture and Commercialization of the Product in the Field in and for the BBIL Territory as contemplated under this Agreement other than the rights granted to BBIL under Section 3.2.

10.4. No Other Warranties. Each Party understands that the Product is the subject of ongoing research and that neither Party can assure the safety, successful research or development, efficacy or usefulness of the Product. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS Article X, NEITHER PARTY MAKES ANY WARRANTY WITH RESPECT TO ANY PATENT RIGHTS, LICENSES, TECHNOLOGY, PRODUCT, GOODS, SERVICES, RIGHTS OR OTHER SUBJECT MATTER OF THIS AGREEMENT AND EACH PARTY HEREBY DISCLAIMS WARRANTIES OF MERCHANTABILITY, SAFETY, TOXICITY, EFFICACY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO ANY AND ALL OF THE FOREGOING. Ocugen acknowledges notwithstanding anything to the contrary contained in this Agreement that BBIL is providing all Data and documents to Ocugen under this Agreement on an 'as is' basis without any warranty as to its usefulness for any particular purpose and it shall be the responsibility of Ocugen to use such Data so provided only after conducting appropriate due diligence thereon.

ARTICLE XI
CONFIDENTIAL INFORMATION

11.1. Confidential Information.

(a) Confidentiality Obligations. Each Party (the "**Disclosing Party**") may disclose to the other Party (the "**Receiving Party**") and the Receiving Party may acquire during the course and conduct of

activities under this Agreement, certain Confidential Information of the Disclosing Party in connection with this Agreement. The Receiving Party shall keep all the Disclosing Party's Confidential Information in confidence with the same degree of care with which the Receiving Party holds its own confidential information (but in no event less than a commercially reasonable degree of care), and take all reasonable steps necessary to prevent the unauthorized disclosure or use of any of the Disclosing Party's Confidential Information. The Receiving Party shall not use the Disclosing Party's Confidential Information except in connection with the performance of its obligations and exercise of its rights under this Agreement.

(b) Exceptions. The provisions of Section 11.1(a) shall not apply to, and Confidential Information of the Disclosing Party shall not include, information which the Receiving Party can demonstrate by reasonable, written evidence: (a) was, prior to its receipt by the Receiving Party from the Disclosing Party, in the possession of the Receiving Party and at its free disposal; (b) is subsequently disclosed to the Receiving Party without any obligations of confidence by a third party who has not derived it directly or indirectly from the Disclosing Party; (c) is or becomes generally available to the public through no act or default of the Receiving Party or its agents, employees or Affiliates; or (d) is independently developed by the Receiving Party without use of, reference or access to, the Disclosing Party's Confidential Information.

(c) Permitted Disclosures. The Receiving Party may disclose Confidential Information belonging to the Disclosing Party as expressly permitted by this Agreement or if and to the extent such disclosure is reasonably necessary in the following instances:

(i) prosecuting or maintaining Patents Rights as permitted by this Agreement, provided that the Disclosing Party is informed of such requirement a reasonable period of time prior to the disclosure;

(ii) Regulatory Filings for the Product that such Party has a license or right to Develop hereunder in a given country or jurisdiction;

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

(iv) complying with applicable court orders or governmental regulations, including mutually recognized securities laws and rules of securities exchanges;

(v) disclosure to its employees, consultants, contractors and agents, and to Sublicensees (in the case of Ocugen), and those of its Affiliates, in each case on a need-to-know basis in connection with the research, Development, Manufacture, and Commercialization of the Product in accordance with the terms of this Agreement, in each case under obligations of confidentiality and non-use at least as stringent as those herein; and

(vi) disclosure to potential and actual investors, acquirers, licensees and other financial or commercial partners solely for the purpose of evaluating or carrying out an actual or potential investment, acquisition or collaboration, in each case under written obligations of confidentiality and non-use at least as stringent as those herein.

Notwithstanding the foregoing, if a Party is, based on advice of legal counsel, required to make a disclosure of the other Party's Confidential Information pursuant to Sections 11.1(c)(iii) or 11.1(c)(iv), it shall, except where impracticable, give reasonable advance notice (not less than five (5) Business Days) to the other Party of such disclosure and use efforts to secure confidential treatment of such Confidential Information at least as diligent as such Party would use to protect its own Confidential Information, but in no event less than reasonable efforts.

If information, which constitutes Confidential Information, is disclosed pursuant to Section 11.1(c) but such information does not thereby fall into any of the exceptions stated in Section 11.1(b), then notwithstanding such disclosure pursuant to Section 11.1(c), such information shall still constitute Confidential Information and the obligations of confidentiality and restriction on use under Section 11.1(a) shall still apply to it.

The Parties acknowledge that either or both Parties (or their respective parent companies) may be obligated to make filings (including, but not limited to, the filing of a copy of this Agreement) with the U.S. Securities and Exchange Commission (the "**SEC**") or other securities regulators or exchanges. Each Party shall be entitled to make such required filings, provided that it requests confidential treatment of at least the financial terms and sensitive technical terms of this Agreement to the extent such confidential treatment is reasonably available to such Party. In the event of any such filing of this Agreement, the Party making such filing shall provide notice to the other Party with a copy of such disclosure and, if applicable, a copy of this Agreement marked to show provisions for which such Party intends to seek confidential treatment not less than five (5) Business Days prior to such filing (and any revisions to such portions of the proposed filing a reasonable time prior to the filing thereof), and shall give good faith consideration to the other Party's comments thereon to the extent consistent with the legal requirements. No such notice shall be required if the substance of the description of or reference to this Agreement contained in the proposed filing has been included in any previous filing made by either Party hereunder or otherwise approved by the other Party.

(d) Return of Confidential Information. Upon the termination of this Agreement for any reason, the Receiving Party shall return to the Disclosing Party, or destroy, at its option (subject to written confirmation of its action), Confidential Information of the Disclosing Party in its possession, and those portions of any documents or other materials that contain the Disclosing Party's Confidential Information, including all copies made and make no further use or disclosure thereof, *provided*, that the Receiving Party may retain one copy of the Confidential Information of the Disclosing Party in its archives solely for the purpose of establishing the contents thereof and ensuring compliance with Applicable Laws and its obligations hereunder and for no other purpose.

11.2. Publicity. Ocugen may issue a public announcement of the execution of this Agreement in a form mutually agreed by the Parties and substantially in the form attached hereto as Schedule 11.2. Thereafter, with respect to any press release or public statement disclosing information relating to this Agreement or the transactions contemplated hereby or the terms hereof (a "**Public Statement**"), (a) Ocugen may make Public Statements relating to the research, Development, Manufacture or Commercialization of the Product in and for the Ocugen Territory, including the publication of all results of research or Development Activities, any Clinical Trial conducted on the Product, Regulatory Filings, Regulatory Approvals or any health or safety matter related to the Product, all with respect to the Ocugen Territory, without BBIL's prior written consent; provided, that Ocugen shall not make any such Public Statement that includes any Confidential Information of BBIL without the prior written consent of BBIL to disclose such Confidential Information, and (b) BBIL may make Public Statements relating to the research, Development, Manufacture or Commercialization of the Product in the BBIL Territory, including the publication of all results of research or Development Activities, any Clinical Trial conducted on the Product, Regulatory Filings, Regulatory Approvals or any health or safety matter related to the Product, all with respect to the BBIL Territory, without Ocugen's prior written consent; provided, that BBIL shall not make any such Public Statement that includes any Confidential Information of Ocugen without the prior written consent of Ocugen to disclose such Confidential Information; provided that it is understood and agreed that BBIL shall not make any Public Statements relating to the amount of any Profit Share payments to be made or actually made under this Agreement, except as permitted pursuant to Section 11.1(c)(iv). If either Party requires the other Party's consent to issue a Public Statement or any portion thereof as provided above, such consent shall not be unreasonably withheld, conditioned or delayed by the other Party; and the issuing Party will provide the other Party with a copy of the proposed Public Statement as soon as reasonably practicable under the circumstances prior to its scheduled release (but in no event fewer than five (5) Business Days). If the reviewing Party provides any comments, the Parties will consult on such proposed Public Statement and amend accordingly. Each Party may repeat any information relating to this Agreement that has already been publicly disclosed in accordance with this Section 11.2, provided such information continues as of such time to be accurate.

11.3. Publication.

(a) Clinical Trials. For the purposes of clarity, under Section 11.2(a), Ocugen shall have the right to (i) publish the results or summaries of results of all Ocugen sponsored or supported Clinical Trials, observational studies and other studies such as meta analyses, in each case conducted with respect to the Product and the protocols of such Clinical Trials on www.ClinicalTrials.gov and in each case publish the results, summaries and protocols of such Clinical Trials or studies on such other websites and repositories and at scientific congresses and in a peer-reviewed journal within such timescales as required by Applicable Law or

Ocugen's or its Affiliates' standard operating procedures, irrespective of the outcome of such Clinical Trials or studies; and (ii) publish the status of the Product in its annual and quarterly reports and updates regarding Ocugen's research and development pipeline. Each such publication or disclosure made in accordance with this Section 11.3(a) shall not be a breach of the confidentiality obligations provided in this Article XI and Ocugen shall be entitled to maintain or effect such publication or disclosure even following any termination of Ocugen's rights in respect of the Product. Any disclosure made under this Section 11.3(a) that includes any Confidential Information of BBIL (excluding any information that falls under the exceptions of Sections 11.1(b) and except as otherwise set forth in Section 11.1(c)) shall be subject to the provisions set forth in Section 11.3(b). For clarity, BBIL shall not have any publication rights with respect to the research, Development, Manufacture or Commercialization of the Product in and for the Ocugen Territory or with respect to any Confidential Information of Ocugen, except as set forth in Section 11.2(b).

(b) Other Publications. With respect to any paper or presentation proposed for disclosure by Ocugen, its Affiliates or Sublicensees (or a third party to the extent such third party is required to obtain prior approval, review or comment of any paper or presentation for disclosure from Ocugen, its Affiliates or Sublicensees) that includes Confidential Information of BBIL (excluding any information that falls under the exceptions of Section 11.1(b) and except as otherwise set forth in Section 11.1(c)), BBIL may review and comment on the portion of such paper or presentation that includes any Confidential Information of BBIL, including requesting removal of such Confidential Information. For any proposed publication or presentation (including posters, slides, abstracts, and manuscripts), Ocugen shall provide a copy of the relevant portion of such paper or presentation at least twenty (20) days (ten (10) days for abstracts) prior to the date of submission for publication or the date of presentation, whichever is earlier, of any of such submitted materials. BBIL shall review such submitted materials and respond to Ocugen as soon as reasonably possible, but in any case, within twenty (20) days (ten (10) days for abstracts) after receipt thereof. At BBIL's reasonable request, Ocugen shall (a) delete from such proposed publication or presentation any Confidential Information of BBIL, or (b) delay the date of such submission for publication or the date of such presentation for sixty (60) days to permit BBIL to seek appropriate patent protection.

11.4. Survival. Each Party's obligations under this Article XI shall continue during the Term and for a period of [***] thereafter.

ARTICLE XII
TERM AND TERMINATION

12.1. Term. This Agreement, and the licenses granted hereunder, shall come into effect on the Effective Date and, unless terminated earlier in accordance with this Article XII, shall continue in force and effect for the commercial life of the Product (the "**Term**").

12.2. Other Bases of Termination.

(a) Either Party may terminate this Agreement at any time by providing notice in writing to the other Party (the "**Other Party**"):

(i) subject to Section 12.2(b), if the Other Party is in material breach of this Agreement and, in the case of a breach capable of remedy within [***], the breach is not remedied within [***] of the Other Party receiving written notice specifying the breach and requiring its remedy; or

(ii) in the event that the Other Party or any of its Affiliates challenges or assists a third party in initiating or pursing a challenge of any Technology Controlled by such Party; or

(iii) if (x) the Other Party makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, consents to an order for relief in connection with an involuntary petition in bankruptcy filed against such Other Party (or an involuntary petition in bankruptcy filed against such Other Party remains un-dismissed or un-stayed for a period of more than [***]), (y) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or (z) a liquidator, administrator, administrative receiver, receiver, or trustee is appointed in respect of the whole or any part of the Other Party's assets or business and such appointment is not withdrawn or stayed within a period of [***].

(b) In the event that either Party believes that such Party has cause to terminate this Agreement pursuant to Section 12.2(a)(i), prior to providing a notice of material breach as provided in Section 12.2(a)(i), such Party shall raise such issue by written notice to the Other Party, which shall not constitute a notice of material breach hereunder. If within [***] following the Other Party's receipt of such notice, such Party believes that the Other Party has not remedied the issues identified by such Party in such notice, such Party may thereafter pursue the remedies provided to it under this Agreement, including pursuant to Section 12.2(a)(i); provided that, if the Other Party disputes in good faith whether such Party has cause to terminate this Agreement pursuant to Section 12.2(a)(i) and provides written notice of such dispute, which notice shall set forth the dispute in reasonable detail prior to the expiration of such [***] period, then such dispute shall be escalated to the JSC, who shall attempt to resolve such dispute within ten (10) Business Days after the matter has been brought to the JSC's attention. If the JSC is deadlocked and cannot come to a mutual agreement on such decision within ten (10) Business Days, the matter shall be escalated to the Senior Executives for resolution; provided, however, if such dispute is not resolved by the Senior Executives within thirty (30) days following the date the matter was escalated, then such Party may thereafter pursue the remedies provided to it under this Agreement, including pursuant to Section 12.2(a)(i); provided further that the [***] period set forth in the second sentence of this Section 12.2(b) will be tolled until such time as such dispute is resolved.

12.3. Sale of Remaining Inventory. Upon termination of this Agreement for any reason, Ocugen shall be entitled to sell, use, or otherwise dispose of (subject to payment of the Profit Share under Section 8.1) any unsold or unused stock of the Product for a period of eighteen (18) months after the effective date of termination, *provided* that Ocugen is then and remains during such eighteen (18) month period in compliance with all of the other terms and conditions of this Agreement.

12.4. Consequences of Termination by BBIL Under 12.2(a)(i) and 12.2(a)(ii). If this Agreement is terminated by BBIL pursuant to Section 12.2(a)(i) or Section 12.2(a)(ii), then:

(a) The licenses granted to Ocugen under Section 3.1(a) and Section 3.1(b) shall be terminated and be of no further force and effect, and to the extent permitted by Applicable Laws, Ocugen shall promptly assign to BBIL all Regulatory Filings (including any Regulatory Approvals) for the Product in the Field in and for the Ocugen Territory.

(b) Within forty-five (45) days after such termination, Ocugen shall provide to BBIL a fair and accurate summary of the status and results of its Development, Manufacturing and Commercialization activities for the Product in the Field in and for the Ocugen Territory prior to the effective date of termination.

(c) Ocugen shall use Commercially Reasonable Efforts to effect a timely transition to BBIL of all Development, Manufacturing and Commercialization activities and responsibilities for the Product in the Field in and for the Ocugen Territory as are in existence as of the date of termination in accordance with a transition plan to be mutually agreed by the Parties. Ocugen shall promptly discontinue and wind-down or transfer to BBIL, at Ocugen's cost, any clinical Development activities still ongoing and forward all interim and final reports and underlying Data from such activities to BBIL as part of such transition.

(d) Effective upon such termination and request by BBIL for such license, Ocugen hereby grants to BBIL a perpetual, irrevocable, exclusive (even as to Ocugen) license, with the right to grant sublicenses, under Ocugen's rights in the Joint Program Technology and Joint Program Patent Rights, used in the Development, Manufacture or Commercialization of the Product in the Field in the Ocugen Territory on the date of termination, solely for BBIL to continue to Develop, Manufacture or Commercialize the Product in the Field in the Ocugen Territory. The foregoing license shall be royalty-bearing as follows: BBIL shall pay Ocugen a royalty of [***] of the Net Sales of the Product by BBIL, its Affiliates or its Sublicensees in the Ocugen Territory (to the extent the Product is thereafter Commercialized by BBIL, its Affiliates or its Sublicensees in the Ocugen Territory) until such time as the amounts paid under this Section 12.4(d) equals: (i) [***], *less* (ii) [***] in accordance with the terms of Exhibit B (the "**Ocugen Development and Commercialization Costs**"). Thereafter, the license granted under this Section 12.4(d) shall be a fully paid-up, non-royalty bearing, perpetual, non-exclusive license in and for the Ocugen Territory.

(e) Upon BBIL's request, Ocugen shall, as part of any transition plan mutually agreed by the Parties under Section 12.4(c), at BBIL's expense, transfer to BBIL (or its designee) any processes, documents, materials and other Technology, to the extent the foregoing is Controlled by Ocugen as of the

effective date of termination and used in the Manufacture of Products in the Field in and for the Ocugen Territory as of the date of termination.

12.5. Consequences of Termination by Ocugen Under 12.2(a)(i) and 12.2(a)(ii). If this Agreement is terminated by Ocugen pursuant to Section 12.2(a)(i) or Section 12.2(a)(ii), then:

(a) The licenses granted to Ocugen under Section 3.1(a) and Section 3.1(b) shall continue to be valid in accordance with this Agreement, to the extent permitted by Applicable Laws; provided that Ocugen shall continue to pay the Profit Share to BBIL in accordance with Section 8.1 for the balance of the Term.

(b) Within forty-five (45) days after such termination, Ocugen shall provide BBIL with a statement of [***] in accordance with the terms of Exhibit B, within [***] after receipt of such report, BBIL shall reimburse Ocugen all such [***].

12.6. No Further Obligations. Except as provided in this Article XII, and except in respect of any accrued rights, upon the expiration or termination of this Agreement, neither Party shall be under any further obligation to the other.

ARTICLE XIII
INDEMNIFICATION; INSURANCE

13.1. Indemnification of BBIL Indemnitees by Ocugen. Ocugen shall indemnify, defend and hold harmless BBIL, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, the "**BBIL Indemnitees**"), against all liabilities, damages, losses and expenses (including reasonable attorneys' fees and expenses of litigation) (collectively, "**Losses**") incurred by or imposed upon the BBIL Indemnitees, or any of them, including as a direct result of Claims of third parties, including personal injury and product liability claims (collectively, "**BBIL Indemnity Claims**"), to the extent arising out of: (a) the Development, Manufacture or Commercialization of the Product by Ocugen or any of its agents in the Field in and for the Ocugen Territory; (b) any breach of this Agreement by Ocugen or any of its Affiliates or agents, including its representations, warranties and covenants; or (c) the gross negligence or willful misconduct of or fraud by any Ocugen Indemnitee or agent of Ocugen, excluding any Ocugen Indemnity Claim or Losses for which BBIL has an obligation to indemnify Ocugen Indemnitees pursuant to Section 13.2, as to which Claims or Losses each Party shall indemnify the other to the extent of their respective liability for such Losses.

13.2. Indemnification of Ocugen Indemnitees by BBIL. BBIL shall indemnify, defend and hold harmless Ocugen, its Affiliates, their respective directors, officers, employees and agents, and their respective successors, heirs and assigns (collectively, the "**Ocugen Indemnitees**"), against all Losses incurred by or imposed upon the Ocugen Indemnitees, or any of them, including as a direct result of Claims of third parties, including personal injury and product liability claims (collectively, "**Ocugen Indemnity Claims**"), to the extent arising out of: (a) any breach of this Agreement by BBIL or any of its Affiliates or agents, including its representations, warranties and covenants; or (b) the gross negligence or willful misconduct of or fraud by any BBIL Indemnitee or agent of BBIL, excluding any BBIL Indemnity Claim or Losses for which Ocugen has an obligation to indemnify BBIL Indemnitees pursuant to Section 13.1, as to which Claims or Losses each Party shall indemnify the other to the extent of their respective liability for such Losses.

13.3. Conditions to Indemnification. A Person seeking indemnification under this Article XIII (the "**Indemnified Party**") in respect of a BBIL Indemnity Claim or an Ocugen Indemnity Claim, as applicable (each, an "**Indemnity Claim**") shall give prompt written notice of such Indemnity Claim to the Party from whom indemnification is sought (the "**Indemnifying Party**"); *provided*, that the Indemnifying Party is not contesting its obligation under this Article XIII, and shall permit the Indemnifying Party to control the investigation, defense and settlement of such Indemnity Claim; and *further provided*, that the Indemnifying Party shall (a) act reasonably and in good faith with respect to all matters relating to the settlement or disposition of such Indemnity Claim as the settlement or disposition relates to such Indemnified Party and (b) not settle or otherwise resolve such Indemnity Claim without the prior written consent of such Indemnified Party (which consent shall not be unreasonably withheld, conditioned or delayed). Each Indemnified Party shall cooperate with the Indemnifying Party in its investigation, defense and settlement of any such Indemnity Claim in all

reasonable respects and shall have the right to be present in person or through counsel at all legal proceedings with respect to such Indemnity Claim. If the Indemnifying Party does not assume and conduct the defense of the Indemnity Claim as provided above, (i) the Indemnified Party may defend against, consent to the entry of any judgment, or enter into any settlement with respect to such Indemnity Claim in any manner the Indemnified Party may deem appropriate (and the Indemnified Party need not consult with, or obtain any consent from, the Indemnifying Party in connection therewith), and (ii) the Indemnifying Party shall remain responsible to indemnify the Indemnified Party as provided in this Article XIII. The Indemnifying Party shall have no liability for any settlement of Indemnity Claims entered into by the Indemnified Party without the prior written consent of the Indemnifying Party.

13.4. Limited Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY OF ITS AFFILIATES OR ITS SUBLICENSEES FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR LOST REVENUES, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION 13.4 IS INTENDED TO OR SHALL LIMIT OR RESTRICT THE INDEMNIFICATION RIGHTS OR OBLIGATIONS OF EITHER PARTY UNDER SECTIONS 13.1 OR 13.2, FOR DAMAGES AVAILABLE FOR A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR A PARTY'S MATERIAL BREACH OF THE INTELLECTUAL PROPERTY OBLIGATIONS IN Article IX OR THE CONFIDENTIALITY OBLIGATIONS IN SECTION 11.1.

13.5. Insurance. Each Party shall procure and maintain insurance, including product liability insurance, or shall self-insure, in each case in a manner adequate to cover its obligations under this Agreement and consistent with normal business practices of prudent companies similarly situated at all times during the Term and for a period of [***] thereafter. Ocugen shall be responsible to insure the Clinical Trial Materials and the Product supplied by BBIL pursuant to Sections 7.1 and 7.2 including product liability insurance in respect thereof for the Ocugen Territory. Each Party shall procure insurance or self-insure at its own expense. It is understood that such insurance shall not be construed to create a limit of either Party's liability with respect to its indemnification obligations under this Article XIII; provided that BBIL shall not be liable for any Claim to the extent that the Losses in respect of which the Claim is made are covered by a policy of insurance, and actually paid by the insurance company to Ocugen net of any deductible under the insurance policies and less any taxation suffered on the proceeds and any reasonable out of pocket expenses suffered or incurred by Ocugen in connection with the Claim. Each Party shall provide the other Party with written evidence of such insurance or self-insurance upon request. Each Party shall provide the other Party with written notice at least thirty (30) days prior to the cancellation, non-renewal or material change in such insurance.

13.6. Maximum Liability. Except to the extent of a Party's gross negligence or willful misconduct in the performance of this Agreement, or to the extent any BBIL Indemnity Claim or Losses in respect of a BBIL Indemnity Claim relates to or arises from or is in any way connected to the Ocugen Territory ([***]), the maximum aggregate liability of either Party in respect of any Claim, including an Indemnity Claim, under this Agreement, notwithstanding anything to the contrary contained in this Agreement shall not exceed an amount equal to [***] preceding the date on which the action or omission alleged to have caused such Claim or Indemnity Claim occurred.

13.7. Otherwise Compensated. If the Indemnifying Party makes any payment by way of Losses in respect of a Claim under this Agreement ("**Damages Payment**") and the Indemnified Party subsequently receives any monetary payment (exclusive of payments from the Indemnifying Party), which payment compensates the Indemnified Party for the same Loss as the Damages Payment, the Indemnified Party shall, once it has received such monetary payment, forthwith repay (net of any taxes actually paid or withheld with respect thereto) to the Indemnifying Party an amount equal to the amount (if any) by which the amount of the Damages Payment, aggregated with the amount of such monetary payment, exceeds the total amount of the Losses suffered by the Indemnified Party in respect of such Claim.

13.8. No Double Recovery. No Indemnified Party shall be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once for the same loss, damage, deficiency or breach.

13.9. Mitigation Not Affected. Both Parties shall procure that commercially reasonable steps are taken and commercially reasonable assistance is given to avoid or mitigate any Losses which, in the absence of mitigation, might give rise to a liability in respect of any Claim.

13.10. Time Limitation for Claims. BBIL shall not be liable for any Claim unless a notice of the Claim is given by Ocugen to BBIL specifying the matters set out in Section 13.11 and in the case of any Claims of third parties, including personal injury and product liability claims, within twelve (12) months from the expiry date of the shelf life of the Clinical Trial Materials or the Product supplied by BBIL under the Development Supply Agreement or Commercial Supply Agreement specified in Section 7.1 and 7.2, as the case may be.

13.11. Notification of Claims. Notice of any Claim shall be given by Ocugen to BBIL within the time limits specified in Section 13.10 and shall not be valid unless it specifies full information (to the extent available) in relation to the legal and factual basis of the Claim and the evidence on which Ocugen is making such Claim relies (including, where the Claim is the result of or in connection with a third party Claim, evidence of the third party Claim) and setting out Ocugen's good faith estimate of the amount of Losses which are, or are to be, the subject of the Claim (including any Losses which are contingent on the occurrence of any future event).

ARTICLE XIV
GENERAL / MISCELLANEOUS

14.1. Force Majeure. Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed to be in breach of this Agreement, if such failure or delay is due to or results from a Force Majeure. In the event of a Force Majeure, the Party affected shall use Commercially Reasonable Efforts to cure or overcome the same and resume performance of its obligations hereunder. Notice of a Party's failure or delay in performance due to Force Majeure must be given to the other Party within thirty (30) days after its occurrence. All delivery dates under this Agreement that have been affected by such Force Majeure event shall be tolled for the duration of such Force Majeure. If a Force Majeure event persists for more than thirty (30) days, then the Parties will discuss in good faith the modification of the Parties' obligations under this Agreement in order to mitigate the delays caused by such Force Majeure event.

14.2. Amendment; Waiver. This Agreement may be amended, modified, superseded or canceled, and any of the terms of this Agreement may be waived, only by a writing signed by duly authorized representatives of both Ocugen and BBIL, or, in the case of waiver, by the Party or Parties waiving compliance. No failure or delay on the part of either Party to exercise any right or remedy under this Agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

14.3. Invalid Clauses. If any provision or part of this Agreement is held to be invalid, amendments to this Agreement may be made by the addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise retain the provision and the other provisions of this Agreement to the maximum extent permissible under Applicable Laws.

14.4. Notices. Any notice to be given under this Agreement shall be in writing and shall be sent by registered mail or e-mail (confirmed by registered mail) to the address of the relevant Party set out below, or to such other address or e-mail as that Party may from time to time notify to the other Party in accordance with this Section 14.4. The addresses and e-mails of the Parties are as follows:

in the case of Ocugen, to:

Shankar Musunuri

Chairman, CEO and Co-Founder
Ocugen, Inc.
263 Great Valley Parkway
Malvern, PA 19355, USA

Tel: [***]
E-mail: [***]

with a copy to:

Rachael M. Bushey, Esq.

Troutman Pepper Hamilton Sanders LLP
3000 Two Logan Square
Philadelphia, PA 19104
Tel: [***]
E-mail: [***]

in the case of BBIL, to:

[***]
[***]
[***]
[***]
Tel: [***]
E-mail: [***]

Notices delivered in accordance with this Section 14.4 shall be deemed delivered, in the case of Ocugen, on receipt if received on a Business Day before 5:00pm Eastern Time at the location of delivery or if after 5:00pm Eastern Time, then on the following Business Day, or, in the case of BBIL if received on a Business Day before 5:00pm India Standard Time at the location of delivery or if after 5:00pm India Standard Time, then on the following Business Day. All notices required or permitted to be given hereunder, and all written, electronic, oral or other communications between the Parties regarding this Agreement will be in the English language.

14.5. Law and Jurisdiction. The validity, construction and performance of this Agreement shall be governed by and construed in accordance with the laws of the United Kingdom, without regard to the application of principles of conflicts of law.

14.6. Dispute Resolution. Subject to the decision-making provisions of Section 2.7 with respect to matters exclusively within the purview of the JSC, in the event of any dispute, difference or disagreement arising out of or relating to this Agreement ("**Dispute**"), the Parties shall seek to resolve the matter within the next thirty (30) days by referring it to the Senior Executives. The Senior Executives (or their designees) shall promptly meet in good faith to try to resolve the Dispute. If any such Dispute is not resolved by the Senior Executives through good faith discussions within such thirty (30) day period or in the event of any deadlock at the JSC which is not resolved by the Senior Executives in accordance with Section 2.7(b), such Dispute or deadlock shall be resolved by binding arbitration. Either Party may, on ten (10) days written notice to the other Party, initiate binding arbitration in accordance with the then-current arbitration rules of the United Nations Commission on International Trade Law. The arbitration shall be conducted in the English language by a single arbitrator who is mutually acceptable to both Parties and the award thus rendered shall be final and binding upon both Parties and enforceable in any court having jurisdiction thereof in accordance with its terms. The place of arbitration shall be Singapore. Each Party shall bear its own costs and expenses and attorneys' fees in connection with any such arbitration. If, despite the good faith efforts of the Parties, they are unable to mutually agree on a single arbitrator, then, in such event, the arbitration will be conducted by a panel of three (3) arbitrators, one selected by BBIL and one selected by Ocugen (in each case, who shall be appointed within (30) days of the determination that such arbitration will be conducted by a panel as opposed to a single arbitrator), and a third arbitrator, who shall act as the presiding arbitrator, selected by the two-Party appointed arbitrators within thirty (30) days after the selection of the second arbitrator.

14.7. Entire Agreement. This Agreement, including its Exhibits and Schedules, sets out the entire agreement between the Parties relating to its subject matter and supersedes all prior oral or written agreements, arrangements or understandings between them relating to such subject matter, including that certain Mutual Nondisclosure Agreement entered into between the Parties as of August 26, 2020 and the Letter of

Intent dated 21 December 2020. The Parties acknowledge that they are not relying on any representation, agreement, term or condition which is not set out in this Agreement.

14.8. Purposes and Scope. The Parties understand and agree that the relationship between the Parties described herein is limited to the activities, rights and obligations as set forth in this Agreement. Nothing in this Agreement shall be construed (a) to create or imply a general partnership between the Parties, (b) to make either Party the agent of the other for any purpose, (c) to alter, amend, supersede or vitiate any other arrangements between the Parties with respect to any subject matter not covered hereunder, (d) to give either Party the right to bind the other, (e) to create any duties or obligations between the Parties except as expressly set forth herein, or (f) to grant any direct or implied licenses or any other rights other than as expressly set forth herein.

14.9. Assignment and Successors. Neither this Agreement nor any obligation of a Party hereunder may be assigned by either Party without the written consent of the other, which consent shall not be unreasonably withheld, conditioned or delayed, except that Ocugen may assign this Agreement and the rights, obligations and interests of Ocugen without such consent in whole or in part, to any of its Affiliates, *provided* that Ocugen shall remain liable and responsible to BBIL for the performance and observance of all such duties and obligations by such Affiliates. Without limiting the generality of the foregoing, with the prior written consent of BBIL, not be unreasonably withheld, conditioned or delayed, Ocugen may also assign this Agreement in whole, but not in part, to any purchaser of all or substantially all of its assets or all or substantially all of its assets to which this Agreement relates, or shares representing a majority of its common stock voting rights or to any successor company resulting from any merger, consolidation, share exchange or other similar transaction. Any permitted assignment to a third party shall be for the whole (and not part) of this Agreement.

14.10. Further Assurances and Actions. Each Party, upon the request of the other Party, whether before or after the Effective Date and without further consideration, will do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged or delivered, all such further acts, deeds, documents, assignments, transfers, conveyances, powers of attorney, instruments and assurances as may be reasonably necessary to effect complete consummation of the transactions contemplated by this Agreement, and to do all such other acts as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement. The Parties agree to execute and deliver such other documents, certificates, agreements and other writings and to take such other actions as may be reasonably necessary in order to consummate or implement expeditiously the transactions contemplated by this Agreement.

14.11. Expenses. Each of the Parties will bear its own direct and indirect expenses incurred in connection with the negotiation and preparation of this Agreement, the transactions contemplated hereby (including the Development Supply Agreement and the Commercial Supply Agreement) and, except as set forth in this Agreement, the performance of the obligations contemplated hereby and thereby.

14.12. Interpretation. Except where the context expressly requires otherwise: (a) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation;” (b) all references herein to Articles, Sections, Exhibits and Schedules shall be deemed references to Articles and Sections of, and Exhibits and Schedules to, this Agreement; (c) all terms of an accounting or financial nature shall be construed in accordance with GAAP, as in effect from time to time; (d) countries shall include territories; (e) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof; (f) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa); (g) any reference herein to any Person will be construed to include the Person’s successors and assigns; (h) the words “herein”, “hereof” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof; (i) the word “notice” means notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement; (j) provisions that require that a Party, the Parties or any committee hereunder “agree,” “consent” or “approve” or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging); and (k) the term “or” will be interpreted in the inclusive sense (and/or) commonly associated with the term “or.” The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement. The words “agrees to”, “will” and

"shall" are used in a mandatory, not a permissive, sense. The Parties agree that they have been represented by counsel during the negotiation and execution of this Agreement and therefore waive the application of any Applicable Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the Party drafting such agreement or document.

14.13. Counterparts. This Agreement may be executed in counterparts and delivered via facsimile, emailed PDF or other electronic means, each of which will be deemed to be an original, and both of which taken together, will constitute one (1) agreement binding on both Parties.

[*remainder of this page intentionally left blank*]

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement as of the Effective Date.

OCUGEN, INC.

By: /s/ Shankar Musunuri
Name: Dr. Shankar Musunuri
Title: CEO

BHARAT BIOTECH INTERNATIONAL LIMITED

By: /s/ V. Krishna Mohan
Name: Dr. V. Krishna Mohan
Title: Whole-time Director

EXHIBIT A

Initial Development Plan

[***]

EXHIBIT B

Determination of Operating Profit

1. Definitions. For purposes of this Exhibit B, and where otherwise used in the Agreement, the following terms shall have the following meanings:

"**Allowable Expenses**" means the sum of Development Expenses[1], Costs of Goods Sold, Distribution Expenses, Sales and Marketing Expenses, direct administrative expenses and Commercialization Expenses.

"**Commercialization Expenses**" means all actual costs and expenses (including labor) that are attributable to Commercialization activities conducted by or on behalf of Ocugen, its Affiliates or Sublicensees, directly related or attributable thereto. Commercialization Expenses shall include: [***].

"**Cost of Goods Sold**" means, to the extent sourced from BBIL or its Affiliates, the standard unit cost of the Manufacture of the Product (i.e., Direct Material Costs and Direct Labor Costs, plus Manufacturing overhead specifically attributable to the Product (and allocated to Ocugen, its Affiliates or Sublicensees as pass-through-costs), all calculated in accordance with GAAP). "**Direct Material Costs**" means the actual costs incurred in Manufacturing or purchasing materials, including freight-in costs, sales and excise taxes imposed thereon and customs duty and charges levied by government authorities, and all costs of packaging components (in any case, to the extent not deducted from Net Sales). "**Direct Labor Costs**" means the actual cost of employees engaged in direct Manufacturing activities and direct quality control and quality assurance activities who are directly employed in Manufacturing and packaging the Product. and a reasonable allocation of facilities costs, all in accordance with GAAP. To the extent that the Product is sourced from a third party manufacturer, the actual price paid by Ocugen, its Affiliates or Sublicensees to the third party for the Manufacture, supply and packaging of the Product shall be the Cost of Goods Sold.

"**Development Expenses**" means all costs and expenses actually incurred by Ocugen in connection with the Ocugen Development Activities performed by Ocugen, its Affiliates or agents in accordance with the Development Plan.

"**Distribution Expenses**" means Ocugen's, its Affiliates' and Sublicensees' reasonable costs and expenses (including labor) related to storage and distribution of the Product in and for the Ocugen Territory, including [***].

"**Net Sales**" means the gross amount actually received by Ocugen, any of its Affiliates or Sublicensees (each, a "**Seller**") for Sales of the Product to third parties in the Ocugen Territory less the following accrued deductions (if and to the extent included in and not already deducted from the gross amounts invoiced or otherwise charged):

(a) [***];

(b) [***];

(c) [***];

(d) [***];

(e) [***];

(f) [***];

(g) [***].

Each of the above deductions to Net Sales shall be calculated in accordance with GAAP. In addition, if any Seller effects a sale, disposition or transfer of the Product to a customer in the Ocugen Territory other

[1] Provided the same shall not exceed [***].

than on customary commercial terms or as part of a package of products and services, the Net Sales of such Product to such customer shall be deemed to be "the fair market value" of such Product, where "fair market value" means the value that would have been derived had the Product been sold as a separate product to another customer in the applicable country on customary commercial terms.

"**Sales and Marketing Expenses**" means all reasonable direct costs and expenses (including labor) that are attributable to the distribution, sale, promotion and marketing of the Product in and for the Ocugen Territory (including all pre-launch activities), calculated on [***]. For clarity, "Sales and Marketing Expenses" shall include [***] in connection with the Commercialization of the Product in the Field in and for the Ocugen Territory.

2. Operating Profit. From and after the First Commercial Sale of the Product by Ocugen, its Affiliates or Sublicensees in and for the Ocugen Territory, "**Operating Profit**" shall be [***].

SCHEDULE 1.5

BBIL Patent Rights

SCHEDULE 11.2

Public Statements

[***]

Exhibit 10.2

OCUGEN, INC.
2019 EQUITY INCENTIVE PLAN

PERFORMANCE-VESTED
STOCK OPTION AGREEMENT

THIS PERFORMANCE-VESTED STOCK OPTION AGREEMENT ("Agreement") is made and entered into as of _____ (the "Grant Date"), by and between Ocugen, Inc., a Delaware corporation (the "Company"), and _____, an individual (the "Optionee").

W I T N E S S E T H:

WHEREAS, pursuant to the Ocugen, Inc. 2019 Equity Incentive Plan (the "Plan"), the Company desires to grant to Optionee, and Optionee desires to accept, an option to purchase shares of the common stock of the Company, par value $.01 per share (the "Common Stock"), upon the terms and conditions set forth in this Agreement and the Plan.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Definitions.** All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

2. **Grant.** Subject to the terms hereof, Optionee is hereby awarded an option (the "Option") to purchase _____ shares of Common Stock (the "Option Shares") at a price of _____ per share (the "Option Price"), which price is the Fair Market Value of the Common Stock as of the Grant Date. The Option [is not] [is] intended to qualify as an incentive stock option within the meaning of Section 422 of the Internal Revenue Code. The Option Price of the Option Shares shall be paid at the time of exercise, as provided in Section 3 hereof.

3. **Vesting; Exercise.**

(a) The Option is a performance-based option that vests and becomes exercisable only upon attainment of certain performance targets. Except as otherwise provided herein and in the Plan, the Option shall vest upon, and to the extent of, the achievement of specific performance targets as described generally in Exhibit A attached hereto, provided that the Optionee remains employed with the Company on each applicable vesting date. The extent of achievement of the specified performance targets and the satisfaction of the applicable vesting conditions shall be determined by the Committee, in its sole discretion.

(b) The Option may be exercised in whole or in part in accordance with this Section 3 by delivering to the Secretary of the Company (1) a written notice specifying the number of shares to be purchased, and (2) payment in full of the Option Price, together with the amount, if any, deemed necessary by the Company to enable it to satisfy any income tax withholding obligations with respect to the exercise (unless other arrangements, acceptable to the Company, are made for the satisfaction of such withholding obligations). The Option Price may be paid in cash, by check, or as otherwise provided in the Plan.

(c) The Option shall not be exercisable after ten (10) years from the Grant Date.

4. **Termination.** Unless sooner terminated, to the extent not sooner exercised, the Option will terminate ten (10) years from the Grant Date. If Optionee ceases to be employed by the Company for any reason other than death or total disability (within the meaning of the Plan), then, unless sooner terminated under the terms hereof, the Option will terminate three (3) months after the effective date of Optionee's termination of employment; provided, however, that if the Company or any of its Affiliates terminates the Optionee's employment for cause, the Option will terminate immediately upon the effective date of Optionee's termination of employment. If Optionee's

employment is terminated by reason of Optionee's death or total disability, then, unless sooner terminated under the terms hereof, the Option will terminate on the date one (1) year after the date of such termination of employment or services.

5. **Change in Control.** In the event of a Change in Control, all Option Shares shall automatically vest.

6. **Rights as Stockholder.** No shares of Common Stock shall be sold or delivered hereunder until full payment for such shares has been made. Optionee shall have no rights as a stockholder with respect to any Option Shares until a stock certificate (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent) for such shares is issued to him or her. Except as otherwise provided herein, no adjustment shall be made for dividends or distributions of other rights for which the record date is prior to the date such stock certificate is issued.

7. **Nontransferability.** The Option is not assignable or transferable except by will or the laws of descent and distribution. During Optionee's lifetime, the option may be exercised only by Optionee or, in the event of Optionee's total disability, Optionee's legal representative.

8. **Securities Restrictions.** If a registration statement is not in effect under the Securities Act of 1933 or any applicable state securities laws with respect to the Option Shares, the Board or Committee may require, as a condition of exercise of the Option that the Optionee represent, in writing, that that (a) such Option Shares are being purchased for investment and not for distribution or resale, (b) the Optionee has been advised and understands that (i) the Option Shares have not been registered under the Act and are "restricted securities" within the meaning of Rule 144 under the Act and are subject to restrictions on transfer and (ii) the Company is under no obligation to register the Option Shares under the Act or to take any action which would make available to the Optionee any exemption from such registration, (c) such Option Shares may not be transferred without compliance with all applicable federal and state securities laws, and (d) an appropriate legend referring to the foregoing restrictions may be endorsed on the certificates.

9. **No Right to Continued Employment.** Nothing in this Agreement shall give Optionee any right to continued employment by the Company and/or its Affiliates or interfere in any way with the right of the Company or any Affiliate thereof to terminate the employment of Optionee.

10. **Provisions of Plan.** The provisions of the Plan shall govern if and to the extent that there are inconsistencies between those provisions and the provisions hereof. Optionee acknowledges receipt of a copy of the Plan prior to the execution of this Agreement.

11. **Administration.** The Committee will have full power and authority to interpret and apply the provisions of this Agreement and act on behalf of the Company in connection with this Agreement, and the decision of the Committee as to any matter arising under this Agreement shall be binding and conclusive as to all persons.

12. [**Certain Dispositions of Option Shares**. The Optionee acknowledges that the tax rules described in Section 421(a) of the Code will not apply to any Option Shares issued to the Optionee pursuant to the exercise of this Option if such Option Shares are disposed of either (a) within two (2) years of the Grant Date, or (b) within one (1) year of the issuance of such Option Shares to the Optionee upon exercise (herein, a "Disqualifying Disposition"). The Optionee shall give prompt, written notice to the Company of any Disqualifying Disposition.][1]

13. **Miscellaneous.**

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

[1] To be included for incentive stock options.

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

(c) This Agreement and the Plan constitute the entire agreement between the parties with respect to the subject matter hereof and may not be modified except by written instrument executed by the parties.

(d) This Agreement may be executed in counterparts, each of which shall be deemed a complete original.

[Execution page follows]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first above written.

COMPANY:

OCUGEN, INC.

_____

OPTIONEE:

_____

EXHIBIT A
VESTING CONDITIONS

The Option shall become vested and exercisable with respect to [__%] of the Option Shares upon achievement of each of the following [__] milestones on or before the applicable specified deadline(s).

Performance milestones:

Exhibit 31.1

CERTIFICATION

I, Shankar Musunuri, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ocugen, Inc.;

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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. 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

   d. 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 7, 2021 /s/ Shankar Musunuri, Ph.D., MBA

Shankar Musunuri, Ph.D., MBA
Chief Executive Officer and Chairman
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION

I, Sanjay Subramanian, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Ocugen, Inc.;

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)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) 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, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. 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

   d. 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 7, 2021 /s/ Sanjay Subramanian

Sanjay Subramanian
Chief Financial Officer
(Principal Financial Officer and Accounting Officer)

Exhibit 32.1

Certification

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

(Subsections (a) and (b) of Section 1350, Chapter 63 of Title 18, United States Code)

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (subsections (a) and (b) of section 1350, chapter 63 of title 18, United States Code), each of the undersigned officers of Ocugen, Inc. (the Company), does hereby certify, to the best of such officer's knowledge, that:

The Quarterly Report on Form 10-Q for the quarter ended March 31, 2021 (the Form 10-Q) of the Company fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and the information contained in the Form 10-Q fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: May 7, 2021 /s/ Shankar Musunuri, Ph.D., MBA

Shankar Musunuri, Ph.D., MBA
Chief Executive Officer and Chairman
(Principal Executive Officer)

Date: May 7, 2021 /s/ Sanjay Subramanian

Sanjay Subramanian
Chief Financial Officer
(Principal Financial Officer and Accounting Officer)

A signed original of this written statement required by Section 906 has been provided to the Company and will be retained by the Company and furnished to the Securities and Exchange Commission or its staff upon request. This certification "accompanies" the Form 10-Q to which it relates, is not deemed filed with the SEC and is not to be incorporated by reference into any filing of the Company under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended (whether made before or after the date of the Form 10-Q), irrespective of any general incorporation language contained in such filing.