

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549**

FORM 8-K

**CURRENT REPORT
Pursuant to Section 13 OR 15(d)
of The Securities Exchange Act of 1934**

Date of Report (Date of earliest event reported): October 7, 2026

QUINCE THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38890
(Commission
File Number)

90-1024039
(IRS Employer
Identification No.)

**611 Gateway Boulevard, Suite 273
South San Francisco, California**
(Address of principal executive offices)

94080
(Zip Code)

Registrant's telephone number, including area code: (415) 910-5717

Not Applicable
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value \$0.001 per share	QNCX	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Resignation of Officers

As previously announced, effective as of October 8, 2026, Dirk Thye, M.D., resigned as Chief Executive Officer and Chief Medical Officer, as well as a director, of Quince Therapeutics, Inc., which will be renamed IRulya Therapeutics Inc. effective at 4:01 p.m., Eastern Time, on October 9, 2026 (the “**Company**”), and Brendan Hannah resigned as Chief Operating Officer, Chief Business Officer and Chief Compliance Officer of the Company.

Appointment of Chief Executive Officer

Effective October 8, 2026 (the “**Effective Date**”), the Board of Directors (the “**Board**”) of the Company appointed Brigitte Roberts, M.D., as Chief Executive Officer of the Company.

Brigitte Roberts, M.D., age 50

Dr. Roberts has served as the Company’s Chief Corporate Affairs Officer and member of the Board since May 2026. Prior to that, she served as the Chief Executive Officer and member of the Board of Directors of Orphai Therapeutics, Inc. (“**Orphai**”) from May 2021 until May 2026, and prior to that she served as the Chief Medical Officer of Orphai from February 2021 until May 2021. During her time at Orphai, Dr. Roberts built a differentiated pulmonary franchise centered on LAM-001, an inhaled formulation of rapamycin for pulmonary vascular and fibrotic lung diseases, initiated two Phase 2 studies of LAM-001, secured United States and European Union orphan drug designations for LAM-001 across multiple indications and raised more than \$45 million in new private investment. Prior to Orphai, Dr. Roberts served as an Entrepreneur in Residence at Fortress Biotech from 2017 to January 2021 where she identified new assets to spin into new biotechnology companies. Prior to that, Dr. Roberts spent over 15 years as a healthcare investor and portfolio manager including at CDP Capital, Angel Lane Principal Strategies, YYC Capital (which she founded), Third Point, LLC and DKR Capital. Dr. Roberts also served as a director of Ligand Pharmaceuticals from December 2005 to February 2007. Dr. Roberts holds a B.A. in Physics and Chemistry from Harvard University and an M.D. from New York University.

Pursuant to the terms of that certain employment letter, dated as of May 18, 2026, between the Company and Dr. Roberts (the “**Roberts Employment Agreement**”), which provides that the terms of her employment letter, dated as of May 12, 2026, by and between Orphai and Dr. Roberts (the “**Roberts Orphai Employment Agreement**”) would remain generally unchanged, Dr. Roberts will receive an annual base salary of \$600,000 and a target annual bonus of 50% of her base salary.

Pursuant to the terms of that certain severance agreement, dated as of March 3, 2025, between Orphai and Dr. Roberts (the “**Roberts Orphai Severance Agreement**”), upon a termination by the Company without Cause (as defined in the Roberts Orphai Severance Agreement), Dr. Roberts will be entitled to (i) continued payments equal to her then-current base salary for a period of twelve months following termination, (ii) a lump-sum payment in an amount equal to twelve months of COBRA premiums, and (iii) acceleration of vesting of all outstanding time-based equity awards by twelve months. In addition, as of the termination date, all vested incentive-stock options shall convert to non-qualified stock options, exercisable up to the one-year anniversary date of termination; provided that no option shall have its term extended beyond the original expiration date set forth in the applicable option grant notice. Receipt of the foregoing severance benefits is conditioned on Dr. Robert’s execution of a general release of claims in favor of the Company.

In connection with Dr. Roberts’ appointment as Chief Executive Officer, the Board determined that Dr. Roberts will succeed Mr. Thye as the Company’s principal executive officer, effective as of the Effective Date.

The foregoing descriptions of the Roberts Employment Agreement, Roberts Orphai Employment Agreement and Roberts Orphai Severance Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Roberts Employment Agreement, Roberts Orphai Employment Agreement and Roberts Orphai Severance Agreement. Copies of the Roberts Employment Agreement and the Roberts Orphai Employment Agreement were previously filed as Exhibit 10.3 and 10.4 to the Company’s Current Report on Form 8-K filed the Securities and Exchange Commission on May 18, 2026 and incorporated herein by reference. A copy of the Roberts Orphai Severance Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

Appointment of Chief Financial Officer

Effective as of the Effective Date, John Militello, CPA, was appointed as Chief Financial Officer of the Company.

John Militello, CPA, age 53

John Militello, CPA, has served as Head of Finance of Orphai Therapeutics, LLC since July 2026. Before joining the Company, Mr. Militello served as VP of Finance, Sr. Controller, Treasurer and Principal Accounting Officer of Rocket Pharmaceuticals, Inc., a publicly traded gene therapy company, from January 2018 to July 2026. Mr. Militello was also the Interim Principal Financial Officer of Rocket Pharmaceuticals from January 2018 to December 2020 and March 2022 to March 2024. Previously, Mr. Militello served as the Vice President of Finance and Principal Financial and Accounting Officer at Immune Pharmaceuticals Inc. from April 2015 to November 2017. Prior to that, Mr. Militello was an Assistant Controller at Travers Therapeutics, formerly Retrophin, Inc., a publicly traded biotechnology company, and a Senior Manager in the biotech practice of BDO USA, LLP serving multi-national SEC registrants. Mr. Militello is a Certified Public Accountant and earned his Bachelor of Science degree in Accounting from St. Joseph's College.

Pursuant to the terms of that certain employment letter, dated as of June 15, 2026, between Orphai Therapeutics, LLC and Mr. Militello (collectively, the "**Militello Orphai Employment Agreement**"), Mr. Militello will receive an annual base salary of \$440,000 and a target annual bonus of 45% of his base salary. In addition, as a material inducement to his employment, Mr. Militello is entitled to receive, subject to approval by the Board, a restricted stock unit award with respect to 80,000 shares of the Company's common stock, par value \$0.001 per share ("**Common Stock**"), which will vest over a four year period, with 25% of the shares underlying the award vesting on July 6, 2027 and 6.25% of the shares underlying the award vesting at the end of each calendar quarter thereafter.

Pursuant to the terms of that certain change in control and severance agreement, dated as of September 16, 2026, between the Company and Mr. Militello (the "**Militello Severance Agreement**"), upon a termination by the Company without Cause outside of a Change in Control Period (as defined in the Militello Severance Agreement), Mr. Militello will be entitled to (i) cash severance in an amount equal to nine months of his base salary, and (ii) a lump-sum payment in an amount equal to the monthly premiums for COBRA continuation coverage, if he were to elect coverage for himself and his eligible dependents (based on the coverage levels in effect immediately prior to his termination and based on the premium amount that would be due for the first month of COBRA coverage if he were to elect such coverage). Additionally, upon a termination by the Company without Cause or if Mr. Militello resigned for Good Reason (as defined in the Militello Severance Agreement) during a Change in Control Period, Mr. Militello will be entitled to (i) cash severance in an amount equal to twelve months of his base salary, (ii) a cash payment in an amount equal to 100% of his target annual bonus for the year in which termination occurs, (iii) a lump sum payment equal to twelve months of COBRA continuation coverage, if he were to elect coverage for himself and his eligible dependents (based on the coverage levels in effect immediately prior to his termination and based on the premium amount that would be due for the first month of COBRA coverage if he were to elect such coverage), and (iv) 100% vesting of all outstanding time-based equity awards as of the later of the date of termination or a Change in Control (as defined in the Militello Severance Agreement). Receipt of the foregoing severance benefits is conditioned on Mr. Militello's execution of a general release of claims in favor of the Company.

In connection with Mr. Militello's appointment as Chief Financial Officer, the Board determined that Mr. Militello will succeed Mr. Hannah as the Company's principal financial officer and principal accounting officer, effective as of the Effective Date.

The foregoing descriptions of the Militello Orphai Employment Agreement and Militello Severance Agreement do not purport to be complete and are qualified in its entirety by reference to the full text of the Militello Orphai Employment Agreement and Militello Severance Agreement, copies of which are attached hereto as Exhibits 10.2 and 10.3 and incorporated herein by reference.

Appointment of Chief Operating Officer

Effective as of the Effective Date, Keith Fandrick was appointed as Chief Operating Officer of the Company.

Keith Fandrick, age 47

Keith R. Fandrick, Ph.D., has served as the Company's Head of Technical Operations since May 2026. Prior to that time, Dr. Fandrick served as Chief Operating Officer of Orphai, where he led operations, chemistry, manufacturing and controls, program management, regulatory strategy, external manufacturing and intellectual property activities for clinical-stage therapeutic programs since 2017, and he previously served in various other roles at Orphai, including as Chief Development Officer and Head of CMC. Previously, Dr. Fandrick served as a member of the Scientific Advisory Board of Drug Farm, Inc., where he advised on pharmaceutical development and CMC strategy. From 2007 to 2017, Dr. Fandrick held positions of increasing responsibility at Boehringer-Ingelheim. Dr. Fandrick is an author or co-author of 78 publications and patents. He holds Ph.D. and A.M. degrees in chemistry from Harvard University, an M.B.A. from the University of North Carolina at Chapel Hill's Kenan-Flagler Business School, B.S. in chemistry from the University of California, San Diego, and a Regulatory Affairs Certification.

Pursuant to the terms of that certain employment letter, dated as of May 14, 2026, between the Company and Mr. Fandrick (the "**Fandrick Employment Agreement**"), which provides that the terms of his employment letter, dated as of May 12, 2026, by and between Orphai and Mr. Fandrick (the "**Fandrick Orphai Employment Agreement**") would remain generally unchanged, Mr. Fandrick will receive an annual base salary of \$450,000 and a target annual bonus of 45% of his base salary.

Pursuant to the terms of that certain severance agreement, dated as of March 3, 2025, between Orphai and Mr. Fandrick (the "**Fandrick Orphai Severance Agreement**"), upon a termination by the Company without Cause (as defined in the Fandrick Orphai Severance Agreement), Mr. Fandrick will be entitled to continued payments equal to his then-current base salary for a period of six months following termination. In addition, as of the termination date, all vested incentive-stock options shall convert to non-qualified stock options, exercisable up to the one-year anniversary date of termination; provided that no option shall have its term extended beyond the original expiration date set forth in the applicable option grant notice. Receipt of the foregoing severance benefits is conditioned on Mr. Fandrick's execution of a general release of claims in favor of the Company.

The foregoing descriptions of the Fandrick Employment Agreement, Fandrick Orphai Employment Agreement and Fandrick Orphai Severance Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Fandrick Employment Agreement, Fandrick Orphai Employment Agreement and Fandrick Orphai Severance Agreement, copies of which are attached hereto as Exhibits 10.4, 10.5 and 10.6 and incorporated herein by reference.

Resignation of Directors

As previously announced, effective as of October 8, 2026, June Bray, David Lamond, Christopher Senner, and Mr. Thye resigned from the Board. The resignations were not the result of any disagreements with the Company relating to the Company's operations, policies or practices.

Appointment of Directors

As previously announced, effective as of October 8, 2026:

- Catherine M. Bonuccelli was appointed to the Board as a Class I director and as a member of the Audit Committee and Compensation Committee of the Board;
- Leone Patterson was appointed to the Board as a Class III director and as chair of the Audit Committee and as chair of the Compensation Committee of the Board;
- James Valentine was appointed to the Board as a Class I director and as a member of the Audit Committee and as chair of the Nominating and Corporate Governance Committee of the Board; and
- Drayton Wise was appointed to the Board as a Class II director and as a member of the Nominating and Corporate Governance Committee of the Board.

Catherine M. Bonuccelli, M.D., age 68

Dr. Bonuccelli has served as principal and owner of CMB Life Sciences Consulting LLC since May 2024. Previously, Dr. Bonuccelli served as Chief Medical Officer of Bellus Health (acquired by GSK plc (NYSE: GSK) in 2023) from August 2019 to April 2024, where she advanced an asset for refractory chronic cough into Phase 3 prior to the company's acquisition. Prior to Bellus Health, she spent more than 25 years in large pharmaceutical companies in a broad variety of roles of increasing responsibility, including Global Medicines Clinical Vice President for the Inflammation, Neuroscience, & Respiratory Therapeutic Area and Therapy Area Clinical Vice

President, Respiratory and Inflammation, at AstraZeneca plc (NASDAQ: AZN), and US Respiratory Therapeutic Area Head at GlaxoSmithKline (now GSK plc (NYSE: GSK)). Dr. Bonuccelli has over 25 years of pharmaceutical experience and expertise in clinical and product development of both respiratory and non-respiratory products across all phases of drug development. Dr. Bonuccelli holds a B.S. in Chemistry from Georgetown University and an M.D. from the Johns Hopkins University School of Medicine. The Company believes that Dr. Bonuccelli's extensive clinical and pharmaceutical product development experience qualifies her to serve as a director.

Leone Patterson, age 63

Ms. Patterson served as Executive Vice President, Chief Business Officer and Chief Financial Officer of Zymeworks, Inc. (NASDAQ: ZYME), a biotechnology company focused on developing novel, multifunctional biotherapeutics for difficult-to-treat diseases, from September 2024 to January 2026. Previously, Ms. Patterson served as Chief Financial Officer and Chief Business Officer of Tenaya Therapeutics, Inc. (NASDAQ: TNYA) from June 2021 to July 2024. Earlier in her career, she held several roles at Adverum Biotechnologies, Inc., including SVP, Chief Financial Officer from June 2016 to May 2018, Interim Chief Executive Officer and Chief Financial Officer from May 2018 to October 2018, Chief Executive Officer from October 2018 to June 2020 and President and Chief Financial Officer from July 2020 to June 2021, as well as Chief Financial Officer at Diadexus, Inc. and Transcept Pharmaceuticals, Inc. Earlier in her career, she served in financial leadership roles at NetApp, Inc. (NASDAQ: NTAP), Exelixis, Inc. (NASDAQ: EXEL), Novartis AG (NYSE: NVS) and Chiron Corporation. Ms. Patterson has served as a director and chair of the audit committee of Kalaris Therapeutics, Inc. (NASDAQ: KLRS) since April 2025. Ms. Patterson has served as a director and chair of the audit committee of Nkarta, Inc. (NASDAQ: NKTX) since April 2020. Ms. Patterson also served as a director and member of the audit committee of Oxford Biomedica (UK) Limited from May 2023 to December 2024. Ms. Patterson also served on the board of directors, as chair of the audit committee, and as a member of the nominating and corporate governance committee, of Eliem Therapeutics, Inc. from June 2020 to January 2023 (Eliem Therapeutics subsequently changed its name to Climb Bio, Inc., which now trades on Nasdaq under the symbol CLYM). Ms. Patterson also served on the board of directors of Adverum Biotechnologies, Inc. from October 2018 to June 2020. Ms. Patterson earned a B.S. in Business Administration and Accounting from Chapman University and an Executive MBA from Saint Mary's College, and is a Certified Public Accountant (inactive status). The Company believes that Ms. Patterson's extensive public company financial leadership, governance and audit committee experience in the biopharmaceutical industry qualifies her to serve as a director.

James Valentine, age 40

Mr. Valentine has served as a Director of Hyman, Phelps & McNamara, P.C., a law firm specializing in food and drug law, since January 2023, and previously served as an Associate of the firm from May 2014 to December 2022. His practice focuses on regulatory matters relating to the development and approval of drugs and biologics, with particular expertise in rare disease drug development and patient-focused drug development. Prior to joining Hyman, Phelps & McNamara, Mr. Valentine held positions at the U.S. Food and Drug Administration, including in the Office of Special Health Issues and the Center for Drug Evaluation and Research's Office of Regulatory Policy. Mr. Valentine has served on the Board of Directors of the RARE Foundation, formerly the EveryLife Foundation for Rare Diseases, since January 2026 and as Vice Chair since June 2026. Mr. Valentine holds a J.D. from the University of Maryland Francis King Carey School of Law, an M.H.S. from the Johns Hopkins Bloomberg School of Public Health, and a B.A. from the University of Maryland, Baltimore County. The Company believes that Mr. Valentine's extensive regulatory and legal experience in rare disease drug development qualifies him to serve as a director.

Drayton Wise, age 51

Mr. Wise served at Insmmed Incorporated (NASDAQ: INSM) from February 2014 to April 2025, including as Chief Commercial Officer from May 2022 to April 2025, where he led the global launch of ARIKAYCE across the United States, Europe and Japan, establishing it as one of the top ten non-oncology rare disease launches in the United States, and oversaw commercialization strategy, team buildout, launch readiness and cross-regional execution. Prior to Insmmed, Mr. Wise held senior leadership roles at Novartis AG (NYSE: NVS) from 1999 to 2014, including as National Director, Cystic Fibrosis Sales & Account Management from June 2012 to February 2014. During his tenure at Novartis, he contributed to the launch of 14 products across multiple disease areas, including Tobi Podhaler. Mr. Wise has 25 years of leadership experience in global biopharmaceuticals and rare disease commercialization, with a strong focus on rare pulmonary diseases. Mr. Wise holds a B.A. in Business from The Citadel and an M.B.A. from Emory University. The Company believes that Mr. Wise's extensive commercial leadership experience in the biopharmaceutical and rare disease industries qualifies him to serve as a director.

There are no family relationships between Messrs. Valentine and Wise or Ms. Bonuccelli and Patterson and any of the executive officers or directors of the Company. There are no arrangements or understandings between Messrs. Valentine and Wise or Ms. Bonuccelli and Patterson and any other person pursuant to which either was appointed as a director of the Company. Neither Messrs. Valentine and Wise or Ms. Bonuccelli and Patterson is a party to any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Indemnification Agreements

In connection with their appointments as officers and directors, each of Messrs. Fandrick, Militello, Valentine and Wise and Ms. Bonuccelli, Patterson and Roberts will enter into the Company's standard form of indemnification agreement for executive officers and directors.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Years.

On October 8, 2026, the Company filed with the Secretary of State of the State of Delaware an amendment to its Amended and Restated Certificate of Incorporation to change the name of the Company from "Quince Therapeutics, Inc." to "IRulya Therapeutics Inc." (the "**Name Change Amendment**"). The Name Change Amendment will become effective at 4:01 p.m., Eastern Time, on October 9, 2026.

The Board approved the Name Change Amendment pursuant to Section 242 of the General Corporation Law of the State of Delaware. Pursuant to Section 242 of the General Corporation Law of the State of Delaware, stockholder approval was not required to approve or effect the Name Change Amendment. The Name Change Amendment will not in any way affect the voting or other rights that accompany shares of Common Stock, or the validity or transferability of the shares of Common Stock currently outstanding.

The Common Stock will continue to be quoted on The Nasdaq Stock Market, but beginning with the opening of trading on October 12, 2026, trading is expected to be moved from the Nasdaq Global Select Market to the Nasdaq Capital Market and will trade under the new symbol "IRLA" (the "**Symbol Change**"). There will be no change to the Common Stock CUSIP in connection with the Name Change Amendment.

A copy of the Name Change Amendment is attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On October 9, 2026, the Company issued a press release announcing the Name Change Amendment and the Symbol Change, a copy of which is furnished herewith as Exhibit 99.1 and is incorporated by reference herein. The information in this Item 7.01, including Exhibit 99.1, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Item 8.01. Other Events.

On October 7, 2026, the Board approved the termination of the Company's Outside Director Compensation Policy, effective as of October 7, 2026.

Effective October 10, 2026, the Company relocated its principal executive office from 611 Gateway Boulevard, Suite 273, South San Francisco, CA, to 101 College Street, Suite 210, New Haven, CT 06510. The Company's telephone number at its new principal executive office is 203-208-8994.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Exhibit Description
3.1	<u>Certificate of Amendment to Amended and Restated Certificate of Incorporation, effective October 9, 2026</u>
10.1	<u>Severance Agreement, dated as of March 3, 2025, by and between Orphai Therapeutics, Inc. and Brigitte Roberts</u>
10.2	<u>Employment Letter, dated as of June 15, 2026, by and between Orphai Therapeutics LLC and John Militello</u>
10.3	<u>Executive Change in Control and Severance Agreement, dated as of September 16, 2026, by and between IRulya Therapeutics Inc. (formerly Quince Therapeutics, Inc.) and John Militello</u>
10.4	<u>Employment Letter, dated as of May 14, 2026, by and between IRulya Therapeutics Inc. (formerly Quince Therapeutics, Inc.) and Keith Fandrick</u>
10.5	<u>Employment Letter, dated as of May 12, 2026, by and between Orphai Therapeutics, Inc. and Keith Fandrick</u>
10.6	<u>Severance Agreement, dated as of March 3, 2025, by and between Orphai Therapeutics, Inc. and Keith Fandrick</u>
99.1	<u>Press Release, dated October 9, 2026</u>
104	Cover Page Interactive Data File (embedded with the Inline XBRL document)

SIGNATURES

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

Quince Therapeutics, Inc.

Date: October 9, 2026

By: /s/ John Militello

Name: John Militello

Title: Chief Financial Officer

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED CERTIFICATE OF INCORPORATION OF
QUINCE THERAPEUTICS, INC.**

Quince Therapeutics, Inc. (the “**Company**”), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the “**DGCL**”), does hereby certify:

First: That the name of this corporation is Quince Therapeutics, Inc., and the date on which the Certificate of Incorporation of this corporation was originally filed with the Secretary of State of the State of Delaware on June 20, 2012, under the name “Cortexyme, Inc.” The Certificate of Incorporation was amended and restated by an Amended and Restated Certificate of Incorporation on May 13, 2019, and further amended by Certificate of Amendments to the Amended and Restated Certificate of Incorporation on July 29, 2022, June 5, 2025, April 9, 2026, June 26, 2026 and October 6, 2026 (together, the “**Certificate of Incorporation**”).

Second: The Board of Directors of the Company (the “**Board**”), acting in accordance with the provisions of Sections 141 and 242 of the DGCL, adopted resolutions amending its Certificate of Incorporation as follows:

Article I shall be amended and restated to read in its entirety as follows:

“The name of the corporation is IRulya Therapeutics Inc.”

Third: The foregoing amendment to the Certificate of Incorporation was duly approved by the Board.

Fourth: This amendment to the Certificate of Incorporation shall become effective on and as of the effective time of 4:01 p.m., Eastern Time, on October 9, 2026.

Quince Therapeutics, Inc.

By: /s/ Brigitte Roberts

Name: Brigitte Roberts

Title: Chief Executive Officer

SEVERANCE AGREEMENT

This SEVERANCE AGREEMENT (the “**Agreement**”) is entered into on March 3, 2025, by and between OrphAI Therapeutics, Inc., a Delaware corporation (the “**Company**”) and Brigitte Roberts (the “**Employee**”).

WHEREAS, the Company employs Employee on an at-will basis in the capacity of Chief Executive Officer; and

WHEREAS, the Company desires to provide Employee with some degree of financial security in the event of an involuntary termination without Cause (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. **At-Will Employment.** Employee’s employment by the Company is for no specified period and shall continue to be on an at-will basis. Employee’s at-will status may only be altered in writing by an authorized representative of the Company.

2. **Termination.** Either party may terminate Employee’s employment at any time for any reason with or without notice. Except as otherwise provided herein, upon cessation of Employee’s employment, Employee will be entitled only to (i) accrued and unpaid base salary and if payable pursuant to the Company’s PTO policy or if required by law, accrued and unpaid PTO time, if any, through the date of such termination, (ii) reimbursement of all preapproved business expenses incurred through the date of termination in accordance with the Company’s expense reimbursement policies, and (iii) any accrued or vested benefits, which will be payable under the Company’s benefit plans in accordance with the terms of those benefit plans. Immediately upon the termination of Employee’s employment for any reason, Employee will be deemed to have resigned from all directorships, committee memberships and any other offices or positions Employee holds with the Company Parties.

3. **Severance Benefit.** As provided for in that certain performance letter dated June 23, 2022, in the event Employee’s employment is terminated by the Company for any reason other than Cause (as defined herein), (i) the Company shall continue paying Employee’s salary at the base rate in effect as of the termination date for a period of twelve (12) months, such payments to be made, less applicable tax and other withholdings, in accordance with the Company’s ordinary payroll practices (the “Severance Payment”), (ii) make a lump-sum payment to Employee in an amount equal to twelve (12) months of premiums for continued health insurance coverage pursuant to COBRA, less applicable tax withholdings (the “COBRA Payment”); and (iii) vesting of outstanding time-based equity awards shall be accelerated by twelve (12) months (the “Accelerated Vesting”). In addition, as of the termination date, all vested ISO’s shall convert to Non-Qualified Stock Options, exercisable up to the one-year anniversary of the termination date (the “Option Conversion”), *provided, however*, no option shall have its term extended beyond the original Option Expiration Date set forth in each applicable option grant notice (the Severance Payment, the COBRA Payment, the Accelerated Vesting, and the Option Conversion shall be collectively referred to as the “Severance Benefit”). The Severance Benefit is contingent on Employee executing and not revoking a standard General Release Agreement in a form reasonably agreeable to the Company.

4. **Cause.** For purposes of this Agreement, “Cause” shall mean:

- i. fraud, misappropriation, or embezzlement by Employee;

- ii. willful and gross misconduct by Employee in the performance of Employee's duties;
- iii. Employee's breach or violation of any applicable federal, state or local law as it relates to acts or omissions of the Employee related to employment (but not related to decisions made using reasonable business judgment), or the indictment for a crime, which the Company reasonably believes would impair Employee's ability to perform the duties of Employee's position;
- iv. Employee's commission of an act or omitting to take an act directly resulting in material damage to the Company, including but not limited to breach of material Company policies such as, by way of example only, non-discrimination, sexual harassment, and conflict of interest; or
- v. Employee's possession of an illegal substance or use of a controlled substance, or consumption of alcohol during business hours (except in moderation during company-sponsored events).

5. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from, or comply with, Section 409A of the Code and the regulations and guidance promulgated thereunder and this Agreement shall be construed and interpreted consistent with such intent. With respect to any expense, reimbursement or in-kind benefit provided pursuant to this Agreement (or any other policy of the Company) that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and its implementing regulations and guidance, (a) the expenses eligible for reimbursement or in-kind benefits provided to Employee must be incurred during the Term (or applicable survival period), (b) the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (c) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (d) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. To the extent required by Section 409A of the Code, if the consideration and revocation period of any required General Release Agreement begins in one calendar year and ends in a second calendar year then any payments contingent upon such General Release Agreement shall not commence until the second calendar year. For purposes of Section 409A of the Code, Employee's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

6. Successors and Assigns; Third Party Beneficiaries. The Company may assign this Agreement only to any parent company or direct or indirect subsidiary of the Company, or any successor to all or substantially all the assets and business of the Company by means of liquidation, dissolution, merger, consolidation, transfer of assets, sale of stock or otherwise. The duties of Employee hereunder are personal to Employee and may not be assigned. There are no third-party beneficiaries. This Agreement shall inure to the benefit of and be binding upon Company's successors and assigns.

7. Governing Law and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the principles of conflicts of laws. Any action arising under or relating to this Agreement shall be brought in the Superior Court for the State of Connecticut, Judicial District of New Haven or the U.S. District Court for the District of Connecticut and all parties hereby consent to the jurisdiction of the Connecticut courts.

8. Waivers. The waiver by either party of any right hereunder or of any breach by the other party will not be deemed a waiver of any other right hereunder or of any other breach by the other party. No waiver will be deemed to have occurred unless set forth in a writing. No waiver will constitute a continuing waiver unless specifically stated, and any waiver will operate only as to the specific term or condition waived.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be reformed, construed, and enforced as though the invalid, illegal or unenforceable provision had never been herein contained.

10. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and, except as otherwise specified herein, merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating to termination and severance benefits. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

11. Withholding. All payments to Employee hereunder will be subject to tax withholding in accordance with applicable law.

12. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

13. Counterparts; Facsimile. This Agreement may be executed and delivered in multiple counterparts (including by facsimile or electronic signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Employee has executed this Agreement, in each case on the first written above.

ORPHAI THERAPEUTICS, INC.

By: /s/ Paul Boni
Name: Paul Boni
Title: Chief Financial Officer

EMPLOYEE:

/s/ Brigitte Roberts
Brigitte Roberts



101 College Street, Suite 210
New Haven, CT 06510

June 15, 2026

John Militello

[***]

[***]

Dear John:

On behalf of Orphai Therapeutics, LLC (also referred to herein as the "**Company**" or "**Orphai Therapeutics**"), a subsidiary of Quince Therapeutics, Inc. (the "**Parent**"), I am pleased to offer you a position as Head of Finance beginning July 6, 2026, or earlier by mutual agreement. As an employee of the Company, you will provide services to the Parent and its affiliates (collectively with the Company, the "**Company Group**").

Position

You will report to Brigitte Roberts, Chief Executive Officer. Your annualized compensation in this position will consist of an annual base salary of \$440,000 paid in twice monthly pay periods, less required deductions. You will be based out of your home office in New York.

Compensation and Benefits

You will be eligible for an annual discretionary cash bonus of up to 45% of your annual base salary, which will be pro-rated as of the date of hire for your first year of employment. The amount of this bonus will be determined in the sole discretion of the Company and will be based, in part, on your performance and the performance of the Company during the calendar year, as well as any other criteria the Company deems relevant. The Company will pay you this bonus, if any, no later than March 15th of the following calendar year. The bonus is not earned until paid and no pro-rated amount will be paid if your employment terminates for any reason prior to the payment date.

In addition to the outlined cash compensation, as a material inducement to you entering into employment with us, you will receive 1,600,000 restricted stock units in the Parent, that (i) will be subject to the approval of the Parent's Board of Directors or a duly authorized committee thereof, (ii) will be subject to the requisite approvals by Parent's Board of Directors and Parent's stockholders to increase the number of available shares of the Parent's common stock eligible for issuance under its existing equity incentive plan or under a new equity incentive plan, (iii) will be subject to the terms and conditions of the grant documents therefor, including an equity incentive plan maintained by the Parent and an award agreement thereunder, and (iv) subject to your continued service and the specific terms of your grant, will vest over a four year period with the following schedule: 25% on the last day of the calendar quarter of the one year anniversary of your start date, and 6.25% at the end of each calendar quarter thereafter.

The Company recognizes the need for employees to take time away from the office to creatively recharge. We also believe in taking personal responsibility for managing our own time, workload and results. For these reasons our Flexible Paid Time Off (FPTO) policy affords eligible employees the flexibility to be given an indeterminate amount of paid time off from work for vacation, personal or family obligations and other personal requirements, subject to the requirements of the policy, including advance notice and prior approval in the Company's discretion. In no event will any employee be compensated for unused vacation time. You will also be eligible to participate in medical and other benefit plans in accordance with the rules and eligibility of those plans currently in effect. Health insurance shall commence on your start date.

At-Will Employment and Exempt Status

Your employment with the Company will be "at-will," except where prohibited by state law. You may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time, with or without cause or advance notice. Your employment at-will status can only be modified in a written agreement signed by you and by a duly authorized officer of the Company and the Parent.

As a full-time exempt salaried employee, you will be expected to work the Company's normal business hours as well as additional hours as required by the nature of your work assignments, and you will not be eligible for overtime compensation.

Confidential Information and Company Policies

In connection with your employment with the Company, you will receive and have access to Company Group confidential information and trade secrets. Accordingly, enclosed with this offer letter is an Employee Confidential Information and Inventions Assignment Agreement which contains restrictive covenants and prohibits unauthorized use or disclosure of the Company Group's confidential information and trade secrets, among other obligations. Please review the Employee Confidential Information and Inventions Assignment Agreement and only sign it after careful consideration.

By signing this letter you are representing that you have full authority to accept this position and perform the duties of the position without conflict with any other obligations and that you are not involved in any situation that might create, or appear to create, a conflict of interest with respect to your loyalty or duties to the Company Group. You specifically warrant that you are not subject to an employment agreement or restrictive covenant preventing full performance of your duties to the Company Group. You agree not to bring to the Company Group or use in the performance of your responsibilities at the Company Group any materials or documents of a former employer that are not generally available to the public, unless you have obtained express written authorization from the former employer for their possession and use. You also agree to honor all obligations to former employers during your employment with the Company Group.

Conditions, Dispute Resolution, and Complete Agreement

This offer is contingent upon a satisfactory reference check and satisfactory proof of your right to work in the United States. If the Company informs you that you are required to complete a background check, this offer is contingent upon satisfactory clearance of such background check. You agree to assist as needed and to complete any documentation at the Company's request to meet these conditions.

To aid the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, and in exchange for the mutual promises contained in this offer letter, you and the Company agree that any and all disputes, claims, or causes of action, in law or equity, including but not limited to statutory claims, arising from or relating to the enforcement, breach, performance, or interpretation of this letter agreement, your employment with the Company, or the termination of your employment, shall be resolved, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS, Inc. ("**JAMS**") or its successor, under JAMS' then applicable rules and procedures appropriate to the relief being sought (available upon request and also currently available at the following web address: (i) <https://www.jamsadr.com/rules-employment-arbitration/> and (ii) <https://www.jamsadr.com/rules-comprehensive-arbitration/>) at a location closest to where you last worked for the Company or another mutually agreeable location. Notwithstanding the foregoing, if JAMS is unavailable due to location or otherwise, or if the parties mutually agree, then the arbitration shall be conducted by the American Arbitration Association ("**AAA**") or its successor, under AAA's then applicable rules and procedures appropriate to the relief being sought (available upon request and also currently available at the following web address: <https://www.adr.org/sites/default/files/EmploymentRules-Web.pdf>), at a location closest to where you last worked for the Company or another mutually agreeable location. Any demand for arbitration must be made within the statute of limitations applicable to the claim asserted as if such claim were asserted in court. Failure to demand arbitration (or, where applicable, file a counterclaim, crossclaim, or third-party claim) within such time limitation shall serve as a waiver and release with respect to all such claims. **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive the right to resolve any such dispute through a trial by jury or judge.** The Federal Arbitration Act, 9 U.S.C. § 1 et seq., will, to the fullest extent permitted by law, govern the interpretation and enforcement of this arbitration agreement and any arbitration proceedings. This provision shall not be mandatory for any claim or cause of action to the extent applicable law prohibits subjecting such claim or cause of action to mandatory arbitration and such applicable law is not preempted by the Federal Arbitration Act or otherwise invalid (collectively, the "**Excluded Claims**"), such as non-individual claims that cannot be waived under applicable law, claims or causes of action alleging sexual harassment or a nonconsensual sexual act or sexual contact, or unemployment or workers' compensation claims brought before the applicable state governmental agency. In the event you or the Company intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be filed with a court, while any other claims will remain subject to mandatory arbitration. Nothing herein prevents you from filing and pursuing proceedings before a federal or state governmental agency, although if you choose to pursue a claim following the exhaustion of any applicable administrative remedies, that claim would be subject to this provision. In addition, with the exception of Excluded Claims arising out of 9 U.S.C. § 401 et seq., all claims, disputes, or causes of action under this section, whether by you or the Company, must be brought in an individual capacity, and shall not be brought as a plaintiff (or claimant) or class member in any purported class, representative, or collective proceeding, nor joined or consolidated with the claims of any other person or entity. **You acknowledge that by agreeing to this arbitration procedure, both you and the Company waive all rights to have any dispute be brought, heard, administered, resolved, or arbitrated on a class, representative, or collective action basis.** The arbitrator may not consolidate the claims of more than one person or entity, and may not preside over any form of representative or class proceeding. If a court finds, by means of a final decision, not subject to any further appeal or recourse, that the preceding sentences regarding class, representative, or collective claims or proceedings violate applicable law or are otherwise found unenforceable as to a particular claim or request for relief, the parties agree that any such claim(s) or request(s) for relief be severed from the arbitration and may proceed in a court of law rather than by arbitration. All other claims or requests for relief shall be arbitrated. You will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration and procedural questions which grow out of the dispute and bear on the final disposition are matters for the arbitrator to decide, provided however, that if required by applicable law, a court and not the arbitrator may determine the enforceability of this paragraph with respect to Excluded Claims. The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written statement signed by the arbitrator regarding the disposition of each claim and the relief, if any, awarded as to each claim, the reasons for the award, and the arbitrator's essential findings and

conclusions on which the award is based. The arbitrator shall be authorized to award all relief that you or the Company would be entitled to seek in a court of law. You and the Company shall equally share all arbitration administrative fees, or such fees shall be paid in such other manner to the extent required by, and in accordance with, applicable law or rules to effectuate your and the Company's agreement to arbitrate. To the extent the arbitration service does not collect or you otherwise do not pay an equal share of all arbitration administrative fees, and the Company pays your share, you acknowledge and agree that the Company shall be entitled to recover from you in a federal or state court of competent jurisdiction half of the arbitration fees invoiced to the parties (less any amounts you paid to the arbitration service). Each party is responsible for its own attorneys' fees, except as may be expressly set forth in your Employee Confidential Information and Inventions Assignment Agreement or as otherwise provided under applicable law. Nothing in this letter agreement is intended to prevent either you or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Any awards or orders in such arbitrations may be entered and enforced as judgments in the federal and state courts of any competent jurisdiction.

This letter, together with your Employee Confidential Information and Inventions Assignment Agreement, forms the complete and exclusive statement of your employment agreement with the Company, which includes services to the Company Group. It supersedes any other agreements or promises made to you by anyone, whether oral or written. You acknowledge and agree that you are not relying on any representations other than the terms set forth in this letter. Changes in your employment terms, other than those changes expressly reserved to the Company's discretion in this letter, require a written modification signed by a duly authorized officer of the Company and Parent. If any provision of this offer letter agreement is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this offer letter agreement and the provision in question shall be modified so as to be rendered enforceable in a manner consistent with the intent of the parties insofar as possible under applicable law. This letter may be delivered and executed via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, Uniform Electronic Transactions Act or other applicable law) or other transmission method and shall be deemed to have been duly and validly delivered and executed and be valid and effective for all purposes

We appreciate your exceptional talent and are very excited about you joining our growing and dynamic team at Orphai Therapeutics. We firmly believe that Orphai Therapeutics offers a unique combination of emotional, intellectual, and interpersonal stimulation that will be truly enjoyable. As a member of our growing team you will be in the rare position of helping to shape the culture and direction of our organization. We have tremendous opportunities ahead of us, and I am confident you have the expertise required to help us achieve our objectives. If you have any questions regarding this offer, the position, or the company's benefits programs, please do not hesitate to reach out.

Please note that this offer will expire on June 19, 2026 if not accepted by you in writing prior to such date.

Sincerely,

Orphai Therapeutics, LLC.

By: /s/ Brigitte Roberts

Name: Brigitte Roberts

Title: Chief Executive Officer

Acknowledged:
Quince Therapeutics, Inc.

By: /s/ Dirk Thye
Name: Dirk Thye
Title: CEO

ACCEPTED AND AGREED:

Signature: /s/ John Militello
Name: John Militello

Attachment: Employee Confidential Information and Inventions Assignment Agreement

QUINCE THERAPEUTICS, INC.

EXECUTIVE CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Executive Change in Control and Severance Agreement (the “*Agreement*”) is made and entered into by and between John Militello (“*Executive*”) and Quince Therapeutics, Inc. (the “*Company*”), effective as of September 16, 2026 (the “*Effective Date*”).

RECITALS

1. The Board of Directors of the Company (the “*Board*”) has determined that it is in the best interest of the Company and its stockholders to provide certain payments and benefits in connection with certain terminations of Executive’s employment with the Company (or any parent, subsidiary or successor of the Company), including certain terminations that occur in connection with a Change in Control.
2. Executive is currently employed by Orphai Therapeutics, LLC, a subsidiary of the Company, and provides services to the Company and its affiliates.
3. Capitalized terms used in this Agreement and not otherwise defined herein are defined in Section 6 below.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. At-Will Employment. The Company and Executive acknowledge that Executive’s employment is and will continue to be at-will, as defined under applicable law.
2. Rights Upon Termination. Except as expressly provided in Section 3, upon the termination of Executive’s employment, Executive shall only be entitled to: (i) all earned but unpaid salary, all accrued but unpaid vacation and all other earned but unpaid compensation or wages, (ii) any unreimbursed business expenses incurred by Executive on or before the termination date and which are reimbursable under the Company’s business expense reimbursement policies, which will be paid to Executive promptly following Executive’s submission of any required receipts and other documentation to the Company in accordance with the Company’s business expense reimbursement policies, provided such receipts and documents are received by the Company within forty-five (45) days after the date of Executive’s termination, and (iii) such other compensation or benefits due to Executive under any Company-provided retirement, health or equity plans, policies, and arrangements or as otherwise required by law (collectively, the “*Accrued Benefits*”).
3. Severance Benefits.
 - (a) Termination without Cause outside of Change in Control Period. If, outside of the Change in Control Period, the Company (or any parent, subsidiary or successor of the Company) terminates Executive’s employment without Cause, then, subject to Section 4 below, Executive will receive the following severance benefits from the Company:
 - (i) Base Salary Severance. Executive will receive base salary severance in an amount equal to nine (9) months (the “*Severance Period*”) multiplied by Executive’s Base Salary Rate.

The base salary severance shall be paid to Executive at Executive's Base Salary Rate in accordance with the Company's normal payroll practices on the Company's regularly scheduled payroll dates commencing with the first regularly scheduled payroll date that occurs at least 8 days following the Release Deadline, with the first payment being equal to the number of business days between Executive's last day of employment and the date of the first payment multiplied by Executive's daily Base Salary Rate.

(ii) Benefits Severance. Executive will receive a benefits severance payment in an amount equal to the monthly premiums that would be due for the Severance Period for continuation coverage under Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), if Executive were to elect COBRA continuation coverage for Executive and Executive's eligible dependents (based on the coverage levels in effect immediately prior to Executive's termination or resignation and based on the premium amount that would be due for the first month of COBRA coverage if Executive were to elect such COBRA continuation coverage). The benefits severance payment shall be paid to Executive in a single lump-sum within thirty (30) days following the Release Deadline and will be made, subject to all applicable taxes and required withholdings, and regardless of whether Executive elects COBRA continuation coverage.

(b) Termination without Cause or Resignation for Good Reason during Change in Control Period. If, during the Change in Control Period, (i) the Company (or any parent, subsidiary or successor of the Company) terminates Executive's employment without Cause or (ii) Executive resigns Executive's employment with the Company (or any parent, subsidiary or successor of the Company) for Good Reason, then, subject to Section 4 below, Executive will receive the following severance benefits from the Company:

(i) Base Salary Severance. Executive will receive a base salary severance payment in an amount equal to twelve (12) months of base salary at Executive's Base Salary Rate. The base salary severance payment shall be paid to Executive in a single lump-sum within thirty (30) days following the Release Deadline.

(ii) Target Annual Bonus Severance. Executive will receive a target annual bonus severance payment in an amount equal to one hundred percent (100%) of Executive's target annual bonus opportunity for the year in which the termination occurs. The target annual bonus severance payment shall be paid to Executive in a single lump-sum within thirty (30) days following the Release Deadline.

(iii) Benefits Severance. Executive will receive a benefits severance payment in an amount equal to twelve (12) months of the monthly premiums that would be due for continuation coverage under COBRA if Executive were to elect COBRA continuation coverage for Executive and Executive's eligible dependents (based on the coverage levels in effect immediately prior to Executive's termination or resignation and based on the premium amount that would be due for the first month of COBRA coverage if Executive were to elect such COBRA continuation coverage). The benefits severance payment shall be paid to Executive in a single lump-sum within thirty (30) days following the Release Deadline and will be made, subject to all applicable taxes and required withholdings, and regardless of whether Executive elects COBRA continuation coverage.

(iv) Equity Awards. Executive shall vest in any outstanding Equity Awards that are unvested as of Executive's termination of employment as follows: in the case of any outstanding Equity Awards that are subject to time-based vesting, 100% of any outstanding Equity Awards (the "Vesting Acceleration") as of the later of Executive's termination of employment or the Change in Control. The Equity Awards will otherwise remain subject to the terms and conditions of the applicable Equity Award agreement. Notwithstanding anything stated herein or elsewhere to the contrary, if the successor to the Company or any affiliate of such successor does not agree to assume, substitute or otherwise continue any then outstanding Equity Awards at the time of a Change in Control, Executive shall receive the Vesting Acceleration as of immediately prior to and contingent upon the Change in Control unless Executive's employment with the Company (or any parent, subsidiary or successor of the Company) terminates due to Executive's resignation without Good Reason or by the Company for Cause.

(c) Resignation; Termination for Cause. If Executive's employment with the Company is terminated at any time (i) by Executive other than for Good Reason, or (ii) for Cause by the Company, then Executive will not be entitled to receive severance or other benefits pursuant to this Agreement except for the Accrued Benefits.

(d) Disability; Death. If the Company terminates Executive's employment as a result of Executive's Disability where Executive is no longer willing or able to continue performing services for the Company, or Executive's employment terminates due to Executive's death, then Executive will not be entitled to receive severance or other benefits pursuant to this Agreement except for the Accrued Benefits.

(e) Breach. The parties acknowledge that Executive's entitlement to the severance payments and benefits contained in this Section 3 are of the essence and an integral part of this Agreement, and that, without such severance provisions, the parties would not enter into this Agreement. Therefore, if the Company, or any successor to the Company, breaches the terms of this Section 3 by failing or refusing pay or provide any of the severance payments or benefits owed to Executive in the amounts and/or according to the time periods set forth herein, Executive shall be entitled to two times (2x) the amount of severance payments and benefits that Executive would otherwise be entitled to receive pursuant to this Agreement according to the same terms set forth herein. The parties acknowledge and agree that any additional severance payments and benefits paid pursuant to this Section 3(e) constitute liquidated damages that would be incurred by Executive and that these additional severance payments and benefits are not a penalty, rather they are a reasonable amount intended as liquidated damages that will compensate Executive in the circumstances in which they are payable for the efforts and resources expended, and opportunities foregone, while negotiating and/or enforcing this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated by this Agreement, which amounts would otherwise be impossible to calculate with precision.

4. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. The receipt of any severance or other benefits pursuant to Section 3 will be subject to Executive signing and not revoking a general release of all claims in a form provided by the Company, and such release becoming effective and irrevocable no later than the sixtieth (60th) day following Executive's termination (such deadline, the "***Release Deadline***"). No severance or other benefits will be paid or provided pursuant to this Agreement until the release becomes effective and irrevocable. If the release does not become effective and irrevocable by the Release Deadline, Executive will forfeit all rights to severance payments and benefits under this Agreement.

(b) Confidential Information Agreement and Other Requirements. Executive's receipt of any payments or benefits under Section 3 will be subject to Executive continuing to comply with the terms of the Confidential Information and Invention Assignment Agreement, which Executive acknowledges and agrees shall remain in full force and effect.

(c) Code Section 409A. For purposes of Section 409A of the Code, the regulations and other guidance there under and any state law of similar effect (collectively "***Section 409A***"), each payment that is paid pursuant to this Agreement is hereby designated as a separate payment. Further (i) no severance or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or benefits, are considered deferred compensation

under Section 409A, will be paid or otherwise provided until Executive has had a “separation from service” within the meaning of Section 409A, (ii) no severance or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that are intended to be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii) will be paid or otherwise provided until Executive has had an “involuntary separation from service” within the meaning of Section 409A, and (iii) in the case of (i) and (ii), any reference in this Agreement to “termination” or “termination of employment” or any similar term shall be construed to mean a “separation from service” within the meaning of Section 409A. The parties intend that all payments and benefits provided or to be provided under this Agreement comply with, or are exempt from, the requirements of Section 409A so that none of the payments or benefits will be subject to the adverse tax penalties imposed under Section 409A, and any ambiguities herein will be interpreted to so comply or be so exempt. The Company and Executive agree to work together in good faith to consider amendments to this Agreement, and to take such reasonable actions, which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition under Section 409A before payments or benefits are provided to Executive. Any severance payments or benefits made in connection with Executive’s termination under this Agreement and provided on or before the 15th day of the 3rd month following the end of Executive’s first tax year in which Executive’s termination occurs or, if later, the 15th day of the 3rd month following the end of the Company’s first tax year in which Executive’s termination occurs, shall be exempt from Section 409A to the maximum extent permitted pursuant to Treasury Regulation Section 1.409A-1(b)(4) and any additional payments or benefits provided in connection with Executive’s termination under this Agreement shall be exempt from Section 409A to the maximum extent permitted pursuant to Treasury Regulation Section 1.409A-1(b)(9)(iii) (to the extent it is exempt pursuant to such section it will in any event be provided no later than the last day of Executive’s 2nd taxable year following the taxable year in which Executive’s termination occurs). Notwithstanding the foregoing, if any of the payments or benefits provided in connection with Executive’s termination do not qualify for any reason to be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(4), Treasury Regulation Section 1.409A-1(b)(9)(iii), or any other applicable exemption and Executive is, at the time of Executive’s termination, a “specified employee,” as defined in Treasury Regulation Section 1.409A-1(i), each such payment or benefit will not be provided until the first regularly scheduled payroll date that occurs on or after the date six (6) months and one (1) day following Executive’s termination and, on such date (or, if earlier, another date that occurs as soon as practicable after Executive’s death), Executive will receive all payments and benefits that would have been provided during such period in a single lump sum, if applicable. In addition, notwithstanding any other provision herein to the contrary, to the extent that any reimbursements or in-kind benefits under this Agreement or otherwise constitute non-exempt “nonqualified deferred compensation” within the meaning of Section 409A, then any such reimbursements and/or benefits (i) shall be made or provided promptly but no later than December 31st of the calendar year following the year in which the expense was incurred by Executive, (ii) shall not in any way affect the expenses eligible for reimbursement or in-kind benefits to be provided in any other calendar year, and (iii) shall not be subject to liquidation or exchange for another benefit.

5. Limitation on Payments. In the event that the severance benefits provided for in this Agreement and/or other payments and benefits otherwise provided to Executive (i) constitute “parachute payments” within the meaning of Section 280G of the Code and (ii) but for this Section 5, would be subject to the excise tax imposed by Section 4999 of the Code, then, , Executive’s severance benefits under Section 3, and/or any other parachute payments otherwise provided to Executive, will be either:

(a) delivered in full, or

(b) delivered as to such lesser extent which would result in no portion of such severance benefits being subject to excise tax under Section 4999 of the Code,

whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the excise tax imposed by Section 4999, results in the receipt by Executive on an after-tax basis, of the greatest amount of severance benefits and other payments and benefits, notwithstanding that all or some portion of such severance benefits and other payments and benefits may be taxable under Section 4999 of the Code. Unless the Company and Executive otherwise agree in writing, any determination required under this Section 5 will be made in writing by the Company's outside legal counsel or independent public accountants or other firm selected by the Company (the "**Firm**"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 5, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 5. Any reduction made pursuant to this Section 5 shall be made in accordance with the following order of priority: (i) stock options whose exercise price exceeds the fair market value of the optioned stock ("**Underwater Options**") (ii) Full Credit Payments (as defined below) that are payable in cash, (iii) non-cash Full Credit Payments that are taxable, (iv) non-cash Full Credit Payments that are not taxable (v) Partial Credit Payments (as defined below) and (vi) non-cash employee welfare benefits. In each case, reductions shall be made in reverse chronological order such that the payment or benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first payment or benefit to be reduced (with reductions made pro-rata in the event payments or benefits are owed at the same time).

6. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Base Salary Rate. For purposes of this Agreement, "**Base Salary Rate**" means Executive's base salary rate as in effect immediately prior to the date of Executive's termination of employment (provided, if Executive resigns as a result of Section 6(g)(ii), "**Base Salary Rate**" shall mean Executive's base salary rate as in effect immediately prior to the reduction triggering Section 6(g)(ii)).

(b) Cause. For purposes of this Agreement, "**Cause**" means, with respect to the termination of Executive's status as an employee, (i) in the case where there is no employment agreement in effect between the Company or an affiliate of the Company and the Executive (or where there is such an agreement but it does not define "**cause**" (or words of like import) or where it only applies upon the occurrence of a Change in Control and one has not yet taken place): (A) any material breach by Executive of any material written agreement between Executive and the Company or an affiliate of the Company; (B) any failure by Executive to comply with the Company's material written policies or rules as they may be in effect from time to time; (C) neglect or persistent unsatisfactory performance of Executive's duties; (D) Executive's repeated failure to follow reasonable and lawful instructions from the Board or Chief Executive Officer; (E) Executive's indictment for, conviction of, or plea of guilty or nolo contendere to, any felony or crime that results in, or is reasonably expected to result in, a material adverse effect on the business or reputation of the Company or an affiliate of the Company; (F) Executive's commission of or participation in an act of fraud against the Company or an affiliate of the Company; (G) Executive's intentional material damage to the Company's or an affiliate of the Company's business, property or reputation; or (H) Executive's unauthorized use or disclosure of any proprietary information or trade secrets of the Company or an affiliate of the Company or any other party to whom the Executive owes an obligation of nondisclosure as a result of his or her relationship with the Company; or (ii) in the case where there is an employment agreement in effect between the Company or an affiliate of the Company and the Executive that defines "**cause**" (or words of like import), "**cause**" as defined under such agreement; provided, however, that with regard to any agreement under which the definition of "**cause**" only applies on occurrence of a Change in

Control, such definition of “*cause*” shall not apply until a Change in Control actually takes place and then only with regard to a termination thereafter. For purposes of clarity, a termination without “*Cause*” does not include any termination that occurs solely as a result of Executive’s death or Disability. The determination as to whether an Executive’s status as an employee has been terminated for Cause shall be made in good faith by the Company and shall be final and binding on the Executive. The foregoing definition does not in any way limit the Company’s ability (or that of any parent or subsidiary or any successor thereto, as appropriate) to terminate a Executive’s employment relationship at any time, subject to applicable laws.

(c) Code. For purposes of this Agreement, “*Code*” means the Internal Revenue Code of 1986, as amended.

(d) Change in Control. For purposes of this Agreement, “*Change in Control*” means the occurrence of any of the following:

- (i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if the Company’s stockholders immediately prior to such merger, consolidation or reorganization cease to directly or indirectly own immediately after such merger, consolidation or reorganization at least a majority of the combined voting power of the continuing or surviving entity’s securities outstanding immediately after such merger, consolidation or reorganization;
- (ii) The consummation of the sale, transfer or other disposition of all or substantially all of the Company’s assets (other than (x) to a corporation or other entity of which at least a majority of its combined voting power is owned directly or indirectly by the Company, (y) to a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the Common Stock of the Company or (z) to a continuing or surviving entity described in Section 6(d)(i) in connection with a merger, consolidation or reorganization which does not result in a Change in Control under Section 6(d)(i));
- (iii) A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any twelve (12) month period by members of the Board whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or
- (iv) The consummation of any transaction as a result of which any Person becomes the “*beneficial owner*” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the total voting power represented by the Company’s then outstanding voting securities. For purposes of this Agreement, the term “*Person*” shall have the same meaning as when used in Sections 13(d) and 14(d) of the Exchange Act but shall exclude:
 - (1) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or an affiliate of the Company;
 - (2) a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company;
 - (3) the Company; and
 - (4) a corporation or other entity of which at least a majority of its combined voting power is owned directly or indirectly by the Company.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transactions. In addition, if any Person (as defined above) is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered to cause a Change in Control. If required for compliance with Section 409A of the Code, in no event will a Change in Control be deemed to have occurred if such transaction is not also a "***change in the ownership or effective control of***" the Company or "***a change in the ownership of a substantial portion of the assets of***" the Company as determined under Treasury Regulation Section 1.409A-3(i)(5) (without regard to any alternative definition thereunder).

On May 18, 2026, the Company acquired Orphai Holdings Therapeutics, Inc., a Delaware corporation ("***Orphai HoldCo***") and Orphai Therapeutics, LLC, a Delaware limited liability company ("***Orphai***") in accordance with the terms of the Agreement and Plan of Merger, dated May 17, 2026 (the "***Merger Agreement***"), by and among the Company, Phoenix Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of the Company, Phoenix Merger Sub II, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company, Orphai HoldCo and Orphai (the "***Acquisition***"). In connection with the Acquisition, on May 18, 2026, the Company entered into a Securities Purchase Agreement (the "***Purchase Agreement***") with the purchasers named therein, pursuant to which, on May 21, 2026, the Company issued and sold shares of its Series C Preferred Stock and warrants to purchase Series C Preferred Stock to such purchasers (such transactions, and together with the Acquisition and the other transactions and actions contemplated by the Merger Agreement, including the conversion of the Series C Preferred Stock into the Company's Common Stock, the "***Acquisition Transactions***"). For the avoidance of doubt, the Acquisition Transactions shall not constitute a Change in Control for purposes of this Agreement.

(e) Change in Control Period. For purposes of this Agreement, "***Change in Control Period***" means the period beginning three (3) months prior to, and ending eighteen (18) months following, a Change in Control.

(f) Disability. For purposes of this Agreement, "***Disability***" means total and permanent disability as defined in Section 22(e) (3) of the Code.

(g) Equity Award. For purposes of this Agreement, "***Equity Award***" means each then outstanding award relating to the Company's common stock (whether stock options, stock appreciation rights, shares of restricted stock, restricted stock units, performance shares, performance units or other similar awards).

(h) Full Credit Payment. For purposes of this Agreement, "***Full Credit Payment***" means a payment, distribution or benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, that if reduced in value by one dollar reduces the amount of the parachute payment (as defined in Section 280G of the Code) by one dollar, determined as if such payment, distribution or benefit had been paid or distributed on the date of the event triggering the excise tax.

(i) Good Reason. For purposes of this Agreement, resignation for "***Good Reason***" means Executive's resignation due to the occurrence of any of the following conditions which occurs without Executive's written consent, provided that the requirements regarding advance notice and an opportunity to cure set forth below are satisfied:

(i) A material adverse change to Executive's authority, duties or responsibilities that, taken as a whole, results in a material diminution in Executive's authority, duties or responsibilities in effect prior to such change;

(ii) A 10% or more reduction in Executive's then-current base salary or a 10% or more reduction in Executive's base compensation (including base salary and target bonus);

(iii) The Company conditions Executive's continued service with the Company on the relocation of Executive's principal work location to a location that is more than thirty-five (35) miles from Executive's then current principal work location and such relocation results in an increase in Executive's one-way commuting distance from Executive's home by thirty-five (35) miles or more;

(iv) The failure of the Company to obtain the assumption of this Agreement by any successor to the Company; or

(v) Any material breach or material violation of a material provision of this Agreement by the Company (or any successor to the Company).

In order for Executive to resign for Good Reason, Executive must provide written notice to the Company of the existence of the Good Reason condition within ninety (90) days of the initial existence of such Good Reason condition. Upon receipt of such notice, the Company will have thirty (30) days during which it may remedy the Good Reason condition and not be required to provide the severance payments and benefits described herein as a result of such proposed resignation. If the Good Reason condition is not remedied within such thirty (30) day cure period, Executive may resign based on the Good Reason condition specified in the notice effective no later than ninety (90) days following the expiration of the thirty (30) day cure period.

(j) Partial Credit Payment. For purposes of this Agreement, "***Partial Credit Payment***" means any payment, distribution or benefit that is not a Full Credit Payment. In no event shall Executive have any discretion with respect to the ordering of payment reductions.

7. Successors.

(a) Company Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any such successor to the Company's business and/or assets.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

8. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to Executive at the home address which Executive most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of the Company's Secretary (or, if Executive is the Company's Secretary, any other executive officer of the Company).

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason or as a result of a voluntary resignation will be communicated by a notice of termination to the other party hereto given in accordance with Section 8(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date.

9. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any earnings that Executive may receive from any other source reduce any such payment.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of Delaware (with the exception of its conflict of law provisions).

(e) Entire Agreement. This Agreement represents the entire agreement and understanding between the parties hereto and supersedes all prior or contemporaneous agreements with respect to the subject matter of this Agreement. Specifically, this Agreement replaces and supersedes in its entirety that certain Executive Change in Control and Severance Agreement between the Company and Executive dated July 6, 2026. Further, this Agreement supersedes in its entirety any and all prior offer letters or employment agreements entered into by and between Executive and the Company, which offer letters and employment agreements shall be null and void. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mention this Agreement. In entering into this Agreement, no party has relied on or made any representation, warranty, inducement, promise, or understanding that is not in this Agreement. To the extent that any provisions of this Agreement conflict with those of any other agreement between Executive and the Company, the terms in this Agreement will prevail.

(f) Severability. In the event that any provision or any portion of any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement will continue in full force and effect without said provision or portion of provision. The remainder of this Agreement shall be interpreted so as best to give effect to the intent of the Company and Executive.

(g) Taxes, Withholding and Required Deductions. All payments and, if applicable, benefits made pursuant to this Agreement will be subject to all applicable taxes, withholding of taxes, and any other required deductions.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile or scanned copy will have the same force and effect as execution of an original, and a facsimile or scanned signature will be deemed an original and valid signature.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY

QUINCE THERAPEUTICS, INC.

/s/ Dirk Thye
(Signature)

By: Dirk Thye

Title: CEO

Date: 9/17/2026

EXECUTIVE

/s/ John Militello
(Signature)

By: John Militello

Date: 9/17/2026

Acknowledged:

ORPHAI THERAPEUTICS, LLC

/s/ Brigitte Roberts
(Signature)

By: Brigitte Roberts

Title: CEO

Date: 9/17/2026



May 14, 2026

Keith Fandrick

Re: Employment Terms

Dear Keith:

As you are aware, Orphai Therapeutics, Inc. (the “Company”) is pursuing a potential corporate transaction with Quince Therapeutics, Inc. (the “Parent”), pursuant to which it will ultimately become a subsidiary of Parent (the “Merger”). Parent is pleased to offer you continued employment with the Company following the closing of the Merger (the “Closing”) on the terms and conditions in this letter agreement.

Following the Closing, you will provide services to the Parent and its affiliates (collectively with the Company, the “Parent Group”) as Head of Technical Operations. However, the other terms and conditions of your employment with the Company will generally remain unchanged. By way of example, your current annual base salary of \$450,000 shall remain the same and with respect to fiscal year 2026 you be eligible to receive an annual bonus based on a target amount equal to 45% of your annual base salary, with the actual amount of the annual bonus determined based on achievement of the corporate objectives for fiscal year 2026 as approved by the Board of Directors of the Company. In addition, you will generally continue to be eligible to receive the employee benefits that are made available to you by the Company. Further information regarding employee benefits will be provided following the Closing. You will provide services to the Parent and its affiliates and it is anticipated that as part of the integration of operations of the Parent Group, that we will later enter into a new employment agreement with market standard compensation and benefits.

Your employment relationship remains at-will and you acknowledge and understand you remain bound by the obligations set forth in your Employee Confidential Information and Inventions Assignment Agreement, which shall also apply to your service to the Parent Group.

The effective date of this letter agreement will be the Closing Date as defined in that certain Agreement and Plan of Merger, by and between the Company, the Parent, and the other parties thereto (as amended, modified, or supplemented from time to time in accordance with its terms, the “Merger Agreement”). If the anticipated transactions contemplated in the Merger Agreement do not close, this letter agreement will have no effect, will not be binding on the Company, Parent, or on you, shall terminate as of the termination of the Merger Agreement, and neither you nor the Company or Parent shall have rights or obligations hereunder.

611 Gateway Boulevard • Suite 273 • South San Francisco • California • 94080

You acknowledge and agree that the Merger, together with any resulting changes to your employment terms, compensation, and/or benefits (collectively, the “Specified Changes”), do not, alone or in connection with any other circumstance, constitute “Good Reason” under any existing severance agreement, employment agreement or other agreement or plan providing severance, acceleration of vesting, or termination-related rights or payments in connection with a termination by you for “Good Reason” (collectively, the “Good Reason Arrangements”), and you hereby waive any right to provide notice of or to assert any claim that the Merger or the Specified Changes give rise to Good Reason under any Good Reason Arrangement.

This letter agreement forms the complete and exclusive statement between you and the Parent Group with respect to this subject matter; provided, that your Compensation Arrangement Letter Agreement, dated as of May 12, 2026, and your Severance Agreement dated as of March 3, 2025, remain in full force and effect. This letter agreement may not be amended or modified except by a written modification signed by you and a duly authorized representative of the Parent. This letter agreement is governed by the laws of the State of Delaware, without reference to conflicts of law principles, and it is intended to bind and inure to the benefit of and be enforceable by the Parent and its successors and assigns. If any provision of this letter agreement shall be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect the other provisions of this letter agreement, and such provision will be reformed, construed and enforced so as to render it valid and enforceable consistent with the general intent of the parties insofar as possible under applicable law. No waiver of any right hereunder shall be effective unless it is in writing. Any ambiguity in this letter agreement shall not be construed against either party as the drafter. This letter agreement may be executed in counterparts which shall be deemed to be part of one original, and facsimile and electronic signatures shall be equivalent to original signatures. To confirm your acceptance, please sign and date this letter agreement and return the fully signed document to me. Please let me know if you have any questions.

Sincerely,

/s/ Dirk Thye

Dirk Thye
CEO & CMO

Reviewed, Understood, and Accepted:

/s/ Keith Fandrick

Keith Fandrick Date: 5/19/2026

May 12, 2026

Keith Fandrick

Re: Updated Compensation Arrangement

Dear Keith:

We are pleased to provide you with this letter agreement (this “**Agreement**”) which sets forth certain equity-related terms applicable to your employment with Orphai Therapeutics Inc. (the “**Company**”).

As you know, the Company intends to raise money through a Qualified Financing (as defined below), currently anticipated to close later in 2026. In connection with the Qualified Financing, the Board of Directors of the Company (the “**Board**”) has approved the compensation and equity matters described herein, which shall be effective upon, and subject to, the closing of the Qualified Financing or as otherwise specified. The Company is offering the benefits contained in this Agreement in recognition of your past efforts and continued commitment to the Company and in light of the impact of the Company’s bridge financing which closed on February 17, 2026, and recapitalization that have reduced the equity position of the management team. In order to provide you with the compensation and equity matters described herein, we need your agreement to amend and restate certain provisions set forth in that certain letter agreement by and between the Company and you dated as of April 2, 2026 (the “**Prior Compensation Agreement**”) in accordance with this Agreement. “**Qualified Financing**” means (i) a preferred stock financing after the date hereof resulting in gross proceeds to the Company of a minimum of \$70.0 million, and a minimum pre-money valuation of \$60.0 million, or as otherwise approved by the Board (a “**Company Financing**”), or (ii) a private placement financing in a publicly traded company in connection with, and which shall be conditioned upon the closing of, a Reverse Merger Transaction (as defined below) involving such publicly traded company, in which the Company’s fixed pre-money valuation in such private placement financing is \$60.0 million and such private placement results in a minimum of \$70.0 million in gross proceeds to such publicly traded company (such transaction in clause (ii), a “**PIPE**”). “**Reverse Merger Transaction**” means a transaction or series of related transactions pursuant to which the Company is merged with one or more subsidiaries of a publicly traded company the stock of which is listed on a major U.S. stock exchange, the primary purpose of which transaction or series of related transactions is the ultimate public listing of the shares of common stock of the Company, directly or indirectly, whether structured as a traditional “reverse merger” transaction or a simultaneous sign and close reverse merger transaction whereby such public listing may continue through such publicly traded company’s name and ticker symbol and regardless of whether the shares of capital stock of the Company outstanding immediately prior to such transaction continue to represent, or are converted into or exchanged for shares of capital stock or other equity interests that represent, immediately following such transaction, a majority, by voting power, of the capital stock or other equity interests of such publicly traded company.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and you agree as follows:

1. Equity Compensation in connection with the Qualified Financing.

- (a) New Equity Grant in anticipation of a Company Financing. In anticipation of the closing of a Qualified Financing that is a Company Financing, the Company has granted you an equity award on or about the date hereof (the “**Company Equity Award**”) representing, in the aggregate, an estimated number of shares such that your aggregate fully diluted ownership in the Company is equal to 1.75% of the Company’s fully diluted capitalization (including any equity awards or other convertible securities whether vested or unvested or then exercisable, but excluding any outstanding warrants) measured as of immediately following the final closing of such Qualified Financing, utilizing assumptions approved by the Board (such equity, the “**Company Financing Equity Percentage**”), with such award in the form of stock options, subject to the Qualified Financing closing by December 31, 2026. In the event that a Qualified Financing does not occur by December 31, 2026, such Company Equity Award would terminate. Such stock options will have an exercise price equal to \$0.58 per share.

50% of the stock options will vest on a Qualified Financing. The remaining 50% of the stock options will vest in 36 equal monthly installments following the Qualified Financing, subject to your continued service with the Company through each applicable vesting date.

In the event of a Change in Control (as defined in the 2026 Stock Incentive Plan, as amended, the “**New Plan**”) other than a Change in Control resulting from a Reverse Merger Transaction, all then-unvested stock options will vest and become exercisable (as applicable) immediately prior to the Change in Control event. All equity awards are subject to the terms and conditions of the New Plan and the applicable award agreements, which will be provided to you upon grant.

- (b) New Equity Award in a PIPE: Additionally, subject to and following the closing of a Qualified Financing that is a PIPE, the Company will (i) use its reasonable best efforts to cause the publicly traded company in the Reverse Merger Transaction to grant you an equity award, (ii) subject to the Nasdaq Limitations, grant you an equity award under the New Plan or (iii) any combination of (i) and (iii) (such award or awards, as applicable, the “**PIPE Equity Award**” and, together with the Company Equity Award, as applicable, the “**New Award(s)**”) representing, in the aggregate, a number of shares such that your aggregate fully diluted ownership in such publicly traded company is equal to 1.75% of such publicly traded company’s fully diluted capitalization (including any equity awards or other convertible securities whether vested or unvested or then exercisable, but excluding any outstanding warrants) measured as of immediately following the closing of such Qualified Financing (such equity, the “**PIPE Equity Percentage**” and, together with the Company Financing Equity Percentage, as applicable, the “**Equity Percentage**”), with such award in the form of stock options, subject to your continued service through the

applicable grant date. Such stock options will have an exercise price equal to the fair market value of the publicly traded company's and/or the Company's, as applicable, common stock as of the grant date and will be subject to such publicly traded company's then existing equity incentive plan or inducement plan or any new inducement plan adopted in connection with such Reverse Merger Transaction and the applicable award agreements thereunder and/or the New Plan and the applicable award agreements thereunder, as applicable. Such PIPE Equity Award shall be subject to the following terms or, if such PIPE Equity Award is granted by the publicly traded company in such Reverse Merger Transaction, the Company shall use its reasonable best efforts to cause such awards to be subject to the following terms or substantially similar terms with such changes as to comply with such publicly traded company's equity incentive plan or inducement plan, as applicable:

- i. 50% of the stock options will vest on the grant date. The remaining 50% of the stock options will vest in 36 equal monthly installments following the grant date, subject to your continued service to the Company or such publicly traded company through each applicable vesting date.
- ii. In the event of a Change in Control (as defined in the New Plan) other than a Change in Control resulting from the Reverse Merger Transaction, all then-unvested stock options will vest and become exercisable (as applicable) immediately prior to the Change in Control event.

Notwithstanding the foregoing, if as a result of such Reverse Merger Transaction, the Company or such publicly traded company is limited in its ability to, or is unable to, grant any new equity awards as a result of any limitations imposed by the U.S. stock exchange on which the securities of the publicly traded company are listed (the "*Nasdaq Limitations*"), then you will not be granted any such equity awards or such equity awards will be cutback pro rata along with all other employees of the Company eligible to receive such equity awards pursuant to substantially similar agreements to permit compliance with such U.S. stock exchange rules.

- (c) Documentation. Any New Awards or related matters shall be subject to and governed by the New Plan (or the applicable equity incentive or inducement plan of such publicly traded company in the Reverse Merger Transaction, if applicable), and applicable award notice and award agreements, which you will be required to execute as a condition to receive or retain such awards. No equity action set forth herein will be effective unless and until approved in accordance with applicable law and the New Plan (or the applicable equity incentive or inducement plan of such publicly traded company in the Reverse Merger Transaction, if applicable).

- (d) Acknowledgement. The Company acknowledges that the equity incentive grant set forth in this Section 1 is not intended to be your exclusive equity award, including in the event that the Company determines it to be in the best interests of its stockholders to transfer any of its pipeline opportunities to one or more separate entities to facilitate its financing and development.
2. No Other Changes; At-Will Employment. Except as expressly set forth in this Agreement, the terms and provisions of your employment with the Company remain unchanged. Without limiting the generality of the foregoing, any existing employment, confidentiality, proprietary information, invention assignment, restrictive covenant, severance and similar agreements, including without limitation that certain Severance Agreement and that certain Invention Assignment Agreement, by and between you and the Company (collectively, and as modified by this Agreement, the “**Existing Employment Agreements**”), remain in full force and effect in accordance with their terms. Without limiting the generality of the foregoing, and notwithstanding any provision in this Agreement and/or the Existing Employment Agreements to the contrary, your employment remains “at will,” meaning that either you or the Company may terminate the employment relationship at any time for any lawful reason, with or without cause or notice.
3. Tax Matters. The Company makes no representation or warranty regarding the tax consequences of any compensation or benefits provided under this Agreement and, except as set forth in Section 7 below, the Company is not obligated to minimize any such tax consequences to you. You acknowledge and agree you are solely responsible for any and all taxes arising from amounts paid or provided hereunder. The Company, however, is authorized to withhold tax as required by law.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflicts-of-law principles.
5. Disclaimer. You acknowledge and agree that, as set forth in greater detail in this Agreement, and to the extent set forth in this Agreement: (a) your rights to the additional equity issuances are contingent upon the closing of a Qualified Financing and the amount of proceeds raised thereby; (b) the ability to close a Qualified Financing depends on a variety of conditions beyond its control, including market conditions, the valuations investors place on the Company’s programs, general economic conditions and the like; (c) the Company makes no representation or warranty regarding its ability to close a Qualified Financing or, if closed, the amount of proceeds that will be raised in a Qualified Financing and (d) the Company’s ability to grant equity awards in accordance with this Agreement may be limited in the event the Qualified Financing occurs in connection with a Reverse Merger Transaction.
6. Entire Agreement; Amendments; Counterparts. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals and communications, whether written or oral, relating to such subject matter, provided that this Agreement supplements and does not supersede the Existing Employment Agreements except to the limited extent expressly stated herein. This Agreement may be amended or waived only by a written instrument signed by both parties. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together shall constitute one and the same agreement. Signatures delivered by electronic transmission shall be deemed original signatures for all purposes.

7. Section 280G. Notwithstanding any other provision of this Agreement or any other plan, arrangement or agreement to the contrary, if any of the payments or benefits provided or to be provided by the Company or its affiliates to you or for your benefit pursuant to the terms of this Agreement or otherwise (“**Covered Payments**”) constitute parachute payments (“**Parachute Payments**”) within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the “**Code**”) and will be subject to the excise tax imposed under Section 4999 of the Code (or any successor provision thereto) or any interest or penalties with respect to such excise tax (collectively, the “**Excise Tax**”) and the Company is not eligible for the shareholder approval exemption of Section 280G(b)(5)(A)(ii) of the Code, then the Company shall pay to you, no later than the time the Excise Tax is required to be paid by you or withheld by the Company, an additional amount (the “**Gross-up Payment**”) equal to the sum of the Excise Tax payable by you, plus the amount necessary to put you in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and any income and employment taxes imposed on the Gross-up Payment)) that you would have been in if you had not incurred any tax liability under Section 4999 of the Code, subject to the Gross-up Limitation described in the following paragraph.

The aggregate amount of the Gross-up Payment payable to you and the Gross-up Payments payable to any other employees of the Company who are subject to the Excise Tax will not exceed two percent (2%) of the net proceeds of the change in control transaction that gives rise to the Parachute Payments (the “**Gross-up Limitation**”). The Gross-up Limitation will be allocated among you and any other employees of the Company who are subject to the Excise Tax pro rata based on the relative amount of Excise Tax. In the event that any equity awards granted to you as contemplated in this Agreement are fully vested and no longer constitute a Parachute Payment, the terms of this Section 7 shall be of no further force and effect.

Any determination required under this Section 7 shall be made in writing in good faith by the accounting firm which was the Company’s independent auditor immediately before the change in control (the “**Accountants**”), which shall provide detailed supporting calculations to you and the Company as requested by you or the Company. The Company and you shall provide the Accountants with such information and documents as the Accountants may reasonably request in order to make a determination under this Section 7. For purposes of making the calculations and determinations required by this Section 7, the Accountants may rely on reasonable, good faith assumptions and approximations concerning the application of Section 280G and Section 4999 of the Code. The Accountants’ determinations shall be final and binding on you and the Company. The Company shall be responsible for all fees and expenses incurred by the Accountants in connection with the calculations required by this Section 7.

In light of the uncertainty in applying Section 4999 of the Code, if it is subsequently determined that the Gross-up Payment is not sufficient to put you in the same after-tax position (taking into account any and all applicable federal, state, local and foreign income, employment and excise taxes (including the Excise Tax and such taxes imposed on the Gross-up Payment)) that you would have been in if you had not incurred the Excise Tax, then the Company shall promptly pay to or for the benefit of you such additional amounts necessary to put you in the same after-tax position that you would have been in if the Excise Tax had not been imposed, subject to the Gross-up Limitation described above. In the event that a written ruling of the Internal Revenue Service (IRS) is obtained by or on behalf of you or the Company, which provides that you are not required to pay, or are entitled to a refund with respect to, all or a portion of the Excise Tax, then you shall reimburse the Company in an amount equal to the Gross-up Payment, less any amounts which remain payable by or are not refunded to you, within 30 business days of the date of the IRS determination or the date you receive the refund, as applicable. You and the Company shall reasonably cooperate with each other in connection with any administrative or judicial proceedings concerning the existence or amount of liability for the Excise Tax.

Please indicate your agreement to the foregoing by signing and returning this Agreement.

Sincerely,

Orphai Therapeutics Inc.

By: /s/ Brigitte Roberts

Name: Brigitte Roberts

Title: Chief Executive Officer

Acknowledged and Agreed:

/s/ Keith Fandrick

Name: Keith Fandrick

Date: 5/13/2026

SEVERANCE AGREEMENT

This SEVERANCE AGREEMENT (the “**Agreement**”) is entered into on March 3, 2025, by and between OrphAI Therapeutics, Inc., a Delaware corporation (the “**Company**”) and Keith Fandrick (the “**Employee**”).

WHEREAS, the Company employs Employee on an at-will basis in the capacity of Chief Operating Officer; and

WHEREAS, the Company desires to provide Employee with some degree of financial security in the event of an involuntary termination without Cause (as defined herein).

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties hereto agree as follows:

1. At-Will Employment. Employee’s employment by the Company is for no specified period and shall continue to be on an at-will basis. Employee’s at-will status may only be altered in writing signed by the Company’s Chief Executive Officer.

2. Termination. Either party may terminate Employee’s employment at any time for any reason with or without notice. Except as otherwise provided herein, upon cessation of Employee’s employment, Employee will be entitled only to (i) accrued and unpaid base salary and if payable pursuant to the Company’s PTO policy or if required by law, accrued and unpaid PTO time, if any, through the date of such termination, (ii) reimbursement of all preapproved business expenses incurred through the date of termination in accordance with the Company’s expense reimbursement policies, and (iii) any accrued or vested benefits, which will be payable under the Company’s benefit plans in accordance with the terms of those benefit plans. Immediately upon the termination of Employee’s employment for any reason, Employee will be deemed to have resigned from all directorships, committee memberships and any other offices or positions Employee holds with the Company Parties.

3. Severance Benefit. In the event Employee’s employment is terminated by the Company for any reason other than Cause (as defined herein), (i) the Company shall provide Employee with salary continuation at the base rate in effect as of the termination date for a period of six (6) months, such payments to be made, less applicable tax and other withholdings, in accordance with the Company’s ordinary payroll practices (the “Severance Payment”), and (ii) as of the termination date, all vested ISO’s shall convert to Non-Qualified Stock Options, exercisable up to the one-year anniversary of the termination date (the “Option Conversion”), *provided, however*, no option shall have its term extended beyond the original Option Expiration Date set forth in each applicable option grant notice (the Severance Payment and the Option Conversion shall be collectively referred to as the “Severance Benefit”). The Severance Benefit is contingent on Employee executing and not revoking a standard General Release Agreement in a form reasonably agreeable to the Company.

4. Cause. For purposes of this Agreement, “Cause” shall mean:

- i. fraud, misappropriation, or embezzlement by Employee;
- ii. willful and gross misconduct by Employee in the performance of Employee’s duties;

- iii. Employee's breach or violation of any applicable federal, state or local law as it relates to acts or omissions of the Employee related to employment (but not related to decisions made using reasonable business judgment), or the indictment for a crime, which the Company reasonably believes would impair Employee's ability to perform the duties of Employee's position;
- iv. Employee's commission of an act or omitting to take an act directly resulting in material damage to the Company, including but not limited to breach of material Company policies such as, by way of example only, non-discrimination, sexual harassment, and conflict of interest; or
- v. Employee's possession of an illegal substance or use of a controlled substance, or consumption of alcohol during business hours (except in moderation during company-sponsored events).

5. Section 409A. The intent of the parties is that payments and benefits under this Agreement be exempt from, or comply with, Section 409A of the Code and the regulations and guidance promulgated thereunder and this Agreement shall be construed and interpreted consistent with such intent. With respect to any expense, reimbursement or in-kind benefit provided pursuant to this Agreement (or any other policy of the Company) that constitutes a "deferral of compensation" within the meaning of Section 409A of the Code and its implementing regulations and guidance, (a) the expenses eligible for reimbursement or in-kind benefits provided to Employee must be incurred during the Term (or applicable survival period), (b) the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee during any calendar year will not affect the amount of expenses eligible for reimbursement or in-kind benefits provided to Employee in any other calendar year, (c) the reimbursements for expenses for which Employee is entitled to be reimbursed shall be made on or before the last day of the calendar year following the calendar year in which the applicable expense is incurred and (d) the right to payment or reimbursement or in-kind benefits hereunder may not be liquidated or exchanged for any other benefit. To the extent required by Section 409A of the Code, if the consideration and revocation period of any required General Release Agreement begins in one calendar year and ends in a second calendar year then any payments contingent upon such General Release Agreement shall not commence until the second calendar year. For purposes of Section 409A of the Code, Employee's right to receive any installment payment pursuant to this Agreement shall be treated as a right to receive a series of separate and distinct payments.

6. Successors and Assigns; Third Party Beneficiaries. The Company may assign this Agreement only to any parent company or direct or indirect subsidiary of the Company, or any successor to all or substantially all the assets and business of the Company by means of liquidation, dissolution, merger, consolidation, transfer of assets, sale of stock or otherwise. The duties of Employee hereunder are personal to Employee and may not be assigned. There are no third-party beneficiaries. This Agreement shall inure to the benefit of and be binding upon Company's successors and assigns.

7. Governing Law and Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to the principles of conflicts of laws. Any action arising under or relating to this Agreement shall be brought in the Superior Court for the State of Connecticut, Judicial District of New Haven or the U.S. District Court for the District of Connecticut and all parties hereby consent to the jurisdiction of the Connecticut courts.

8. Waivers. The waiver by either party of any right hereunder or of any breach by the other party will not be deemed a waiver of any other right hereunder or of any other breach by the other party. No waiver will be deemed to have occurred unless set forth in a writing. No waiver will constitute a continuing waiver unless specifically stated, and any waiver will operate only as to the specific term or condition waived.

9. Severability. Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law. However, if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement will be reformed, construed, and enforced as though the invalid, illegal or unenforceable provision had never been herein contained.

10. Entire Agreement; Amendments. This Agreement contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and, except as otherwise specified herein, merges and supersedes all prior and contemporaneous discussions, agreements and understandings of every nature relating to termination and severance benefits. This Agreement may not be changed or modified, except by an agreement in writing signed by each of the parties hereto.

11. Withholding. All payments to Employee hereunder will be subject to tax withholding in accordance with applicable law.

12. Section Headings. The headings of sections and paragraphs of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

13. Counterparts; Facsimile. This Agreement may be executed and delivered in multiple counterparts (including by facsimile or electronic signature), each of which will be deemed to be an original, but all of which together will constitute but one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by its duly authorized officer, and Employee has executed this Agreement, in each case on the first written above.

ORPHAI THERAPEUTICS, INC.

By: /s/ Brigitte Roberts
Name: Brigitte Roberts
Title: Chief Executive Officer

EMPLOYEE:

/s/ Keith Fandrick
Keith Fandrick

Quince Therapeutics Relaunches as IRulya Therapeutics with a Focus on the Clinical Development of LAM-001, Targeting a Key Pathway in Pulmonary Disease

Company common stock to trade on Nasdaq under the symbol “IRLA” effective October 12, 2026

Key Management changes include new CEO, Brigitte Roberts, M.D.; new CFO, John Militello, CPA; and new COO Keith R. Fandrick, Ph.D.

Board strengthened with the addition of Catherine Bonuccelli, M.D., Leone Patterson, James Valentine, J.D., M.H.S., and Drayton Wise

Cash balance of \$116 million as of June 30, 2026 expected to fund operations through the end of 2028, supporting anticipated clinical data readouts from Phase 2 studies of LAM-001 in BOS, PH-ILD, and SAPH

South San Francisco, CA, October 9, 2026 – Quince Therapeutics, Inc. (Nasdaq: QNCX), a clinical stage biopharmaceutical company focused on the development of novel, disease modifying therapies for serious underserved diseases, today announced that it has changed its name to IRulya Therapeutics Inc. effective at 4:01 p.m. Eastern Time. IRulya will be focused on advancing LAM-001, an investigational formulation of inhaled rapamycin (mTOR inhibitor) for multiple pulmonary diseases. The Company’s common stock will begin trading on the Nasdaq Capital Market under the ticker “IRLA” effective October 12, 2026.

The name change follows the completion of Quince’s previously announced merger with privately held Orphai Therapeutics and a concurrent private placement of approximately \$115 million in upfront gross proceeds in May 2026.

“Today marks an important milestone as we introduce our newly transformed company as IRulya Therapeutics,” said Brigitte Roberts, M.D., Chief Executive Officer of IRulya Therapeutics. “With a focus on the clinical development of LAM-001, a potentially first in class, one puff once daily dry powder inhaled (DPI) formulation of rapamycin, we believe we have an opportunity to change the current treatment paradigm for serious pulmonary diseases. Importantly, our strengthened balance sheet positions us well to advance LAM-001 through data readouts across Phase 2 clinical studies in three pulmonary indications: BOS, PH-ILD, and SAPH.”

IRulya Clinical Pipeline

LAM-001 is a proprietary, once-daily inhaled formulation of rapamycin designed to enhance pulmonary delivery and reduce systemic exposure relative to oral or systemic administration. The mTOR pathway is a central regulator of cell growth, repair and response to stress. Hyperactivated mTOR is implicated in multiple pulmonary diseases, where inhibition of mTOR with rapamycin has been shown in nonclinical models to reduce or reverse the disease process. IRulya is currently focused on developing LAM-001 in the following indications:

- **Pulmonary hypertension associated with interstitial lung disease (PH-ILD)** — a condition which leads to thickening and narrowing of pulmonary blood vessels and progressive cardiopulmonary failure. PH-ILD affects an estimated ~200,000 patients in the US and Europe. Inhibition of mTOR with rapamycin has been shown in nonclinical models of pulmonary hypertension to reverse smooth muscle cell hyperproliferation, attenuate pulmonary vascular remodeling and reduce fibrotic disease activity. A Phase 2a study of LAM-001 achieved clinically meaningful improvements across functional, hemodynamic and biomarker measures in patients with PH-ILD and pulmonary arterial hypertension. The Company recently initiated a [Phase 2b trial in PH-ILD](#), and data are anticipated in the first quarter of 2028.
- **Bronchiolitis obliterans syndrome post lung transplant (BOS)** — the most common form of chronic transplant rejection in lung transplant patients, with no approved therapy and a median survival of 2.5 years after diagnosis. BOS prevalence is estimated at ~30,000 patients in the US and Europe by 2032. In nonclinical models, rapamycin was shown to reduce epithelial injury, limit fibrocyte migration, and boost anti-inflammatory cell infiltration, attenuating the dysregulated fibrocyte trafficking in BOS that drives airway obstruction. LAM-001 is currently being evaluated in an [ongoing Phase 2 trial in BOS](#), with data anticipated in the first quarter of 2027.
- **Sarcoidosis-associated pulmonary hypertension (SAPH)** — a severe complication of pulmonary sarcoidosis with no approved therapy, affecting an estimated ~60,000 patients in the US and Europe. SAPH exhibits the same core mTOR-linked pulmonary vascular remodeling seen in PH-ILD, including smooth muscle hyperproliferation and fibrosis, which drive increased pulmonary pressures and progressive right-heart dysfunction. In addition, hyperactive mTOR in SAPH can promote pulmonary granuloma formation and contribute to vascular distortion, and mTOR inhibition has been demonstrated to reduce granuloma development. The Company plans to initiate a Phase 2 study in SAPH in 4Q26, with data anticipated in the fourth quarter of 2028.

Leadership and Corporate Updates

The following leadership changes were also announced today:

- **Brigette Roberts, M.D.**, appointed Chief Executive Officer of IRulya and continues to serve on the Board. An experienced biotech investor and company builder, Dr. Roberts transformed Orphai Therapeutics into a differentiated pulmonary-focused company centered on LAM-001, leading to its merger with Quince. Dr. Roberts previously served as Board Member and Chief Corporate Affairs Officer of Quince and was Chief Executive Officer of Orphai Therapeutics. Prior to this, Dr. Roberts spent 15 years as a healthcare investor and portfolio manager at Third Point, CDP Capital, Angel Lane Principal Strategies, and DKR Capital, and founded the healthcare investment fund YYC Capital. Dr. Roberts holds a B.A. in Physics and Chemistry from Harvard University and an M.D. from New York University.
- **John Militello, CPA.**, appointed Chief Financial Officer. With more than 25 years of experience in public accounting, including 12 years as a senior financial officer in publicly listed biotech companies, Mr. Militello brings an extensive background in financial oversight and management. Mr. Militello previously served as Head of Finance at Quince. Prior to that, he served as VP of Finance, Sr. Controller, Treasurer and Principal Accounting Officer of Rocket Pharmaceuticals, Inc. and was a Senior Manager in the biotech practice of BDO USA, LLP, serving multi-national publicly listed companies. Mr. Militello is a Certified Public Accountant and earned his Bachelor of Science degree in Accounting from St. Joseph's College.
- **Keith R. Fandrick, Ph.D.**, appointed Chief Operating Officer. With more than 18 years of experience in the pharmaceutical and biotech industries, Dr. Fandrick brings deep scientific, operational, and developmental expertise to clinical-stage development and commercialization. Dr. Fandrick previously served as Head of Technical Operations at Quince and was Chief Operating Officer of Orphai Therapeutics. Prior to his work at Orphai, Dr. Fandrick held positions of increasing responsibility at Boehringer-Ingelheim in Chemical Development. Dr. Fandrick holds Ph.D. and A.M. degrees in chemistry from Harvard University, an M.B.A. from the University of North Carolina at Chapel Hill's Kenan-Flagler Business School, a B.S. in chemistry from the University of California, San Diego, and a Regulatory Affairs Certification.
- Dirk Thye, the Chief Executive Officer and Chief Medical Officer of Quince, and a member of the Company's Board of Directors, and Brendan Hannah, the Company's Chief Operating Officer, Chief Business Officer and Chief Compliance Officer, have resigned.

IRulya is strengthening its Board of Directors with the following appointments:

- **Catherine Bonuccelli, M.D.:** Dr. Bonuccelli is a Johns Hopkins trained pediatric pulmonologist with more than 25 years of pharmaceutical experience and deep expertise in clinical and product development of both respiratory and non-respiratory products across all phases of drug development. Dr. Bonuccelli has held clinical leadership positions at Bellus Health, GSK, and AstraZeneca.
- **Leone Patterson:** Ms. Patterson has more than 20 years of public company experience in the biopharma industry, with significant expertise in strategy, finance, operations, and governance. Most recently, she served as Chief Business and Financial Officer of Zymeworks, Inc., and previously served in financial leadership roles at Exelixis, Novartis AG and Chiron. She currently serves on the Boards of Directors of Nkarta, Inc. and Kalaris Therapeutics, Inc.

- **James Valentine, J.D., M.H.S.:** Mr. Valentine brings nearly two decades of experience in drug development, FDA regulatory strategy, and related policy, spanning roles in government, private practice, and patient advocacy. He is a Director at Hyman, Phelps & McNamara, P.C., a leading food and drug regulatory law firm, and previously served at the U.S. Food and Drug Administration.
- **Drayton Wise:** Mr. Wise is the former Chief Commercial Officer at Insmed with more than 25 years of executive leadership in global biopharmaceuticals and rare disease commercialization. At Insmed, he led the global launch of ARIKAYCE across the U.S., Europe, and Japan, and previously held senior leadership roles at Novartis.

Transaction Update

On October 6, 2026, stockholders approved the issuance of shares of common stock upon conversion of the Company's Series C preferred stock and exercise of warrants issued in connection with the May 2026 acquisition of Orphai Holdings Therapeutics, Inc. and concurrent private placement as well as the shares of common stock issuable upon exercise of legacy Orphai options assumed in the transaction. As a result, outstanding shares of the Company's Series C preferred stock will automatically convert into common stock effective at 5:00p ET on October 9, 2026, subject to certain beneficial ownership limitations set by each holder. The Company expects that following the conversion, its outstanding common stock will be approximately 10,841,470.

About IRulya Therapeutics, Inc.

IRulya Therapeutics Inc. is committed to transforming the lives of patients facing serious, underserved diseases by developing disease-modifying therapies to treat their conditions. The company is currently developing LAM-001 for the treatment of pulmonary hypertension associated with interstitial lung disease (PH-ILD), bronchiolitis obliterans syndrome post lung transplant (BOS), and sarcoidosis associated pulmonary hypertension (SAPH). A Phase 2a study in PH patients has been completed, a Phase 2 clinical study in BOS patients is ongoing, a Phase 2b clinical study in PH-ILD is ongoing, and a Phase 2 clinical study in SAPH is anticipated to begin in 4Q26. By pioneering innovative approaches, the company aims to offer new hope and improved quality of life to patients worldwide.

Forward-Looking Statements

Statements in this news release contain "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995 as contained in Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, which are subject to the "safe harbor" created by those sections. All statements, other than statements of historical facts, may be forward-looking statements. Forward-looking statements contained in this news release may be identified by the use of words such as "believe," "may," "should," "expect," "anticipate," "plan," "believe," "estimated," "potential," "intend," "will," "can," "seek," or other similar words. Examples of forward-looking statements include, among others, statements relating to the design and potential benefits of LAM-001, including as a disease-modifying therapy for

pulmonary disease; anticipated regulatory and development processes and timelines, including the expected timing to initiate the planned Phase 2 trial of LAM-001 in SAPH and the expected timing for data readouts, the expected timing for data readouts from the ongoing Phase 2 trial of LAM-001 in BOS and the ongoing Phase 2b trial of LAM-001 in PH-ILD; the estimated patient populations in the U.S. and Europe for PH-ILD, BOS and SAPH; the potential advantages of mTOR inhibitors in PH-ILD, BOS and SAPH; the Company's anticipated cash runway, including to fund operations through the end of 2028; the expected date of the Company's trading on the Nasdaq Capital Market under its new ticker symbol; and the expected number of shares of common stock that will be outstanding following the conversion. Forward-looking statements are based on Quince's current expectations and are subject to inherent uncertainties, risks, and assumptions that are difficult to predict and could cause actual results to differ materially from what the company expects. Further, certain forward-looking statements are based on assumptions as to future events that may not prove to be accurate. Factors that could cause actual results to differ include, but are not limited to: clinical results may not be indicative of results that may be observed in the future, including in larger populations; potential safety and other complications related to LAM-001; the ability to obtain and maintain regulatory approval; competition in the company's industry; the scope, progress and expansion of developing LAM-001; the size and growth of the market(s) therefor and the rate and degree of market acceptance thereof vis-à-vis alternative therapies; the company's ability to attract or retain key management, members of the board of directors and other personnel; the company's ability to fund its operations and clinical development plans, including its anticipated cash runway; the impacts of general macroeconomic and geopolitical conditions on the company's business and financial position; and other risks and uncertainties described in the section titled "Risk Factors" in the Company's Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission (SEC) on August 14, 2026 and other reports as filed with the SEC. Forward-looking statements contained in this news release are made as of this date, and Quince undertakes no duty to update such information except as required under applicable law.

Contact

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