

SECOND AMENDMENT TO LICENSE AGREEMENT

This Second Amendment to the License Agreement (this "**Second Amendment**") is entered into effective as of 15 September 2022 (the "**Second Amendment Effective Date**"), by and between **Novartis Pharma AG**, a company organized under the laws of Switzerland ("**Novartis**"), and **Allarity Therapeutics Europe ApS** (formerly known as Oncology Venture ApS), a company organized under the laws of Denmark ("**OV**"). Novartis and OV are referred to herein individually as a "**License Party**" and collectively as the "**License Parties**".

WHEREAS, the License Parties previously entered into that certain License Agreement, dated April 6, 2018, relating to the Compound (TKI258 a.k.a. Dovitinib) (the "**License Agreement**");

WHEREAS, the License Parties amended the License Agreement pursuant to that certain First Amendment to License Agreement, effective as of March 30, 2022 (the "**First Amendment**"), to add the Convertible Promissory Note issued under the License Agreement to the list of enforceable claims under Clause 11.7;

WHEREAS, the License Parties now wish to complement the protections afforded by Clause 11.7, as so amended, by allocating their respective liability exposure under the License Agreement through an aggregate limitation of liability, on the terms set forth herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the License Parties agree as follows:

1. Definitions. Capitalized terms used but not defined in this Second Amendment shall have the meanings given to them in the License Agreement, as amended by the First Amendment.

2. Aggregate Limitation of Liability. The License Agreement is hereby amended by inserting a new Clause 11.9 as follows:

"**11.9 Aggregate Liability Cap.** Notwithstanding any other provision of this Agreement but subject to the remainder of this Clause 11.9, the aggregate liability of each License Party to the other License Party arising out of or in connection with this Agreement, whether in contract, tort (including negligence) or otherwise, shall not exceed an amount equal to one (1) times the total value of this Agreement, being the aggregate of the Option Fee, the Upfront Payment and the maximum aggregate amount of all Milestone Payments set forth in Clause 7.2, assuming achievement of all Milestone events set forth in Clause 7.2. The foregoing limitation shall not apply to: (a) Novartis' breach of its confidentiality obligations under Clause 15; or (b) Novartis' indemnification obligations under Clause 12.1(d). For the avoidance of doubt, nothing in this Clause 11.9 shall limit or affect the Option Fee, Upfront Payment, Milestone Payments or Royalty Payments due and payable by OV to Novartis pursuant to Clause 7."

3. Novartis Intellectual Property Indemnity. The License Agreement is hereby further amended by inserting a new sub-clause (d) in Clause 12.1 as follows:

"(d) any Third Party Infringement Claim, as defined in Clause 13.5, to the extent arising from or relating to the Platform Patents."

4. No Other Amendments. Except as expressly amended by this Second Amendment, all provisions of the License Agreement, as amended by the First Amendment, shall remain in full force and effect as written.

5. Counterparts. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the License Parties have caused this Second Amendment to be executed by their duly authorized representatives as of the Second Amendment Effective Date.

NOVARTIS PHARMA AG

By: _____

Name: _____

Title: Authorized Signatory

ALLARITY THERAPEUTICS EUROPE ApS

By: _____

Name: _____

Title: Chief Executive Officer