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): **December 19, 2024**

APPLIED THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-38898**	**81-3405262**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(I.R.S. Employer Identification No.)

545 Fifth Avenue, Suite 1400 **New York, NY 10017** (Address of Principal Executive Offices)	**10017** (Zip Code)

Registrant's telephone number, including area code: **(212) 220-9226**

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:

☐ 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	APLT	The Nasdaq Global 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.

On December 19, 2024, the Board of Directors (the "Board") of Applied Therapeutics, Inc. (the "Company") appointed John H. Johnson as Executive Chairman of the Company and as Chair of the Board. Mr. Johnson was elected a Class II director of the Board and will serve until the Company's 2027 annual meeting of shareholders and until his successor is duly elected and qualified or until his earlier death, resignation or removal. There are no family relationships between Mr. Johnson and any director or executive officer of the Company.

Mr. Johnson, 66 years old, is a recognized leader in the pharmaceutical and biotechnology industry, with more than four decades of experience. Mr. Johnson has served as a member of the Board of Directors and Compensation Committee, and as Chair of the Nominating and Corporate Governance Committee of Verastem, Inc. (Nasdaq: VSTM), since April 2020. Mr. Johnson has served as Chief Executive Officer and a Board Director of Reaction Biology, since March 2022. He has also served on the Board of Directors and the Nominating and Corporate Governance Committee of Xeris Biopharma Holdings, Inc. (Nasdaq: XERS) since October 2021, and has served on the Board of Directors and the Compensation Committee, and as Chair of the Quality, Compliance, and Portfolio Committee, of Axogen, Inc. (Nasdaq: AXGN), since January 2021. Mr. Johnson has held a number of senior positions, including Company Group Chairman of Biopharmaceuticals within Johnson & Johnson, where from 2005 to 2007 he was responsible for the Biotechnology, Immunology, and Oncology commercial businesses, and Chief Executive Officer of Strongbridge Biopharma plc from July 2020 until its acquisition by Xeris Biopharma Holding Inc. in October 2021. He previously served, from September 2009 to January 2011, as President of Eli Lilly & Company's ("Eli Lilly") Worldwide Oncology Unit. After Eli Lilly's 2008 acquisition of ImClone Systems, Inc. (Nasdaq: IMCL), Mr. Johnson served as Chief Executive Officer and Director from August 2007 until October 2008. In addition, Mr. Johnson served as a member of the Board of Directors of Melinta Therapeutics, Inc. from July 2009 to August 2019, during which time he also served as Chief Executive Officer from February 2019 to August 2019. Mr. Johnson has also served as a member of the Board of Directors of Pharmaceutical Research and Manufacturers of America (PhRMA), from January 2013 to August 2014, and as a member of the Health Section Governing Board of Biotechnology Industry Organization ("BIO"), from January 2013 to August 2014.

On December 19, 2024, the Company entered into an offer letter with Mr. Johnson, effective as of the Effective Date (the "Offer Letter"), pursuant to which he will receive an annual base salary of $1,010,250. The Offer Letter further provides that Mr. Johnson will be eligible to receive the following severance payments and benefits upon a qualifying termination of his employment by the Company without "cause" or in the event he resigns with "good reason" (each term, as defined in the Offer Letter), in each case, subject to his execution of a release of claims: (i) twelve (12) months (or, if such termination of employment occurs within two years of a "change in control" (as defined in the Offer Letter), eighteen (18) months) of base salary continuation, (ii) continued vesting of his time-based vesting Inducement Awards (as defined below) for twelve (12) months after his termination of employment, and (iii) continued eligibility to vest in his performance-based vesting Inducement Awards for twelve (12) months after his termination of employment.

As an inducement material to Mr. Johnson entering employment with the Company, the Company granted Mr. Johnson an award of 1,000,000 restricted stock units denominated in shares of the Company's common stock (the "Sign-On RSUs") and an option award for the right to purchase 2,000,000 shares of the Company's common stock (the "Sign-On Options" and together with the Sign-On RSUs, the "Inducement Awards"). Fifty percent (50%) of the shares of Company common stock subject to each of the Inducement Awards will vest in two equal installments on each of the first two anniversaries of the grant date, with the remaining shares of Company common stock subject to each of the Inducement Awards vesting on the earlier to occur of (i) the approval by the United States Food and Drug Administration of the Company's proposed treatment for Sorbitol Dehydrogenase or (ii) a change in control, in each case, subject to Mr. Johnson's continued service through the applicable vesting event.

In addition, on December 19, 2024, the Company entered into a customary indemnification agreement with Mr. Johnson.

On December 19, 2024, the Board appointed Les Funtleyder, the Company's Chief Financial Officer, as interim Chief Executive Officer of the Company. During his appointment as interim Chief Executive Officer, Mr. Funtleyder will continue to serve as the Company's Chief Financial Officer. Biographical and other information about Mr. Funtleyder

can be found in the section of the Company's 2024 Proxy Statement titled "*Class I and Class II Directors Continuing in Office*," which is incorporated herein by reference.

In addition, on December 19, 2024, the Company entered into an amendment (the "Amendment to Offer Letter") to Mr. Funtleyder's Offer Letter, dated as of November 17, 2023 (the "Original Offer Letter"), to reflect (i) a $15,000 per month increase in his annual base salary during his tenure as our interim Chief Executive Officer, (ii) an increase in his target annual bonus to fifty percent (50%) for calendar year 2025, (iii) a quarterly equity grant during his tenure as our interim Chief Executive Officer (with each quarterly equity grant vesting in 12 monthly increments, subject to his continued employment), (iv) a lump sum cash payment of $525,000 payable upon the earlier to occur of (i) the approval by the United States Food and Drug Administration of the Company's proposed new drug application relating to the treatment of Sorbitol Dehydrogenase or (ii) a "change in control" (as defined in the Amendment to Offer Letter), and (v) the following changes to his severance payments and benefits following a "qualifying termination" (as defined in the Original Offer Letter): (a) an increase in the duration of his annual base salary continuation and Consolidated Omnibus Budget Reconciliation Act ("COBRA") subsidy period from three (3) to twelve (12) months following his qualifying termination and (b) payment of his full annual bonus for the year in which the qualifying termination occurs.

On December 19, 2024, Dr. Shoshana Shendelman, a member of the Board and the Company's President, Chief Executive Officer and Secretary, stepped down from the role of President, Chief Executive Officer and Secretary and as a member of the Board. In connection with Dr. Shendelman's resignation, she entered into a Separation Agreement with the Company on December 19, 2024, and will be eligible to receive (i) the severance payments and benefits set forth in Section 9 of her Offer Letter, dated March 9, 2020, and attached as Exhibit 10.11 to the Company's Annual Report for the year ending December 31, 2023, with the cash payments made in a lump sum, and (ii) an additional lump sum cash amount equal to $2,100,000, in full satisfaction of her outstanding time- and performance-based restricted stock units.

The foregoing descriptions of the Offer Letter, the Amendment to Offer Letter and the Separation Agreement are qualified in their entirety by reference to the text of the Separation Agreement, the Offer Letter, and the Amendment to Offer Letter, which are attached hereto as Exhibit 10.1, 10.2, and 10.3 respectively, and incorporated by reference.

Item 8.01. Other Events

As previously disclosed, in November 2024, the Company received a Complete Response Letter ("CRL") for the New Drug Application ("NDA") for govorestat for the treatment of Classic Galactosemia. Given the leadership changes announced today, the Company continues to evaluate its response to the CRL, including any meeting request to discuss appropriate next steps with the United States Food and Drug Administration ("FDA").

Following receipt of the CRL, the Company also announced today the withdrawal of the Marketing Authorization Application ("MAA") to the European Medicines Agency ("EMA") for govorestat (AT-007) for the treatment of Classic Galactosemia, as more time is needed to acquire further data to support a European MAA.

In light of recent regulatory developments, the Company will be closely examining the ongoing Sorbitol Dehydrogenase ("SORD") Deficiency clinical development program and will continue to work with the FDA on the data needed to support an appropriate regulatory pathway for the drug, including ongoing work to provide the FDA with support for the potential use of the accelerated approval pathway for govorestat for the treatment of SORD Deficiency. To accommodate these ongoing workstreams, the Company currently expects to submit an NDA for govorestat for the treatment of SORD after the first quarter of 2025.

This report contains "forward-looking statements" that involve substantial risks and uncertainties for purposes of the safe harbor provided by the Private Securities Litigation Reform Act of 1995. Any statements, other than statements of historical fact, included in this report regarding the strategy, future operations, prospects, plans and objectives of management, including words such as "may," "will," "expect," "anticipate," "plan," "intend," "predicts" and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances) are forward-looking statements. These include, without limitation, statements regarding the timing to submit an NDA for govorestat for the treatment of SORD. Forward-looking statements in this report involve substantial risks and uncertainties that could cause actual results to differ materially from those expressed or implied by the forward-looking statements, and we, therefore cannot assure you that our plans, intentions, expectations or strategies will be attained or achieved.

Such risks and uncertainties include, without limitation, (i) our plans to develop, market and commercialize our product candidates, (ii) the initiation, timing, progress and results of our current and future preclinical studies and clinical trials and our research and development programs, (iii) our ability to take advantage of expedited regulatory pathways for any of our product candidates, (iv) our estimates regarding expenses, future revenue, capital requirements and needs for additional financing, (v) our ability to successfully acquire or license additional product candidates on reasonable terms and advance product candidates into, and successfully complete, clinical studies, (vi) our ability to maintain and establish collaborations or obtain additional funding, (vii) our ability to obtain and timing of regulatory approval of our current and future product candidates, (viii) the anticipated indications for our product candidates, if approved, (ix) our expectations regarding the potential market size and the rate and degree of market acceptance of such product candidates, (x) our ability to fund our working capital requirements and expectations regarding the sufficiency of our capital resources, (xi) the implementation of our business model and strategic plans for our business and product candidates, (xii) our intellectual property position and the duration of our patent rights, (xiii) developments or disputes concerning our intellectual property or other proprietary rights, (xiv) our expectations regarding government and third-party payor coverage and reimbursement, (xv) our ability to compete in the markets we serve, (xvi) the impact of government laws and regulations and liabilities thereunder, (xvii) developments relating to our competitors and our industry, (xviii) our ability to achieve the anticipated benefits from the agreements entered into in connection with our partnership with Advanz Pharma and (xiv) other factors that may impact our financial results. In light of the significant uncertainties in these forward-looking statements, you should not rely upon forward-looking statements as predictions of future events. Although we believe that we have a reasonable basis for each forward-looking statement contained in this report, we cannot guarantee that the future results, levels of activity, performance or events and circumstances reflected in the forward-looking statements will be achieved or occur at all. Factors that may cause actual results to differ from those expressed or implied in the forward-looking statements in this report are discussed in our filings with the U.S. Securities and Exchange Commission, including the "Risk Factors" contained therein. Except as otherwise required by law, we disclaim any intention or obligation to update or revise any forward-looking statements, which speak only as of the date they were made, whether as a result of new information, future events or circumstances or otherwise.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits:

The following exhibits are attached with this current report on Form 8-K:

Exhibit No.	Description
10.1	Offer Letter, between John H. Johnson and Applied Therapeutics, Inc., dated as of December 19, 2024
10.2	Amendment to Offer Letter, between Les Funtleyder and Applied Therapeutics, Inc, dated as of December 19, 2024
10.3	Separation Agreement, between Shoshana Shendelman and Applied Therapeutics, Inc., dated as of December 19, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURE

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.

APPLIED THERAPEUTICS, INC.

Dated: December 20, 2024

By: */s/ Les Funtleyder*
Name: Les Funtleyder
Title: Interim Chief Executive Officer and Chief Financial Officer

Exhibit 10.1

APPLIED THERAPEUTICS INC.

John H. Johnson

December 19, 2024

Dear John:

We are pleased to offer you full time employment with Applied Therapeutics Inc. (the "**Company**") under the terms set forth in this offer letter (the "**Offer Letter**"), effective as of your start date with the Company (such actual date of your commencement of employment shall be referred to herein as the "**Start Date**").

1. Employment by the Company.

(a) **Position**. You will serve as the Executive Chairman ("**Executive Chairman**") and Chair of the Company's Board of Directors (the "**Board**"). During the term of your employment with the Company, you will be a full-time employee and a member of the Board and will devote your best efforts and substantially all of your business time and attention to the business of the Company, except for vacation periods and reasonable periods of illness or other incapacities permitted by the Company's general employment policies.

(b) **Duties and Location**. You will have the duties, responsibilities and authorities as are customary for the position of Executive Chairman and as may be reasonably directed by the Board. Your primary work location will be your home location in Pennsylvania, permitting you to work remotely; provided, however, that you understand and agree that you may be required to travel from time to time for business purposes, at the Company's expense (in accordance with its travel policies), including to the Company's offices (such as in New York, New York).

2. Base Salary and Employee Benefits.

(a) **Salary**. You will receive for services to be rendered hereunder a starting base salary paid at the rate of $1,010,250 per year, less standard payroll deductions and tax withholdings. Your base salary will be paid on the Company's ordinary payroll cycle. As an exempt salaried employee, you will be required to work the Company's normal business hours, and such additional time as appropriate for your work assignments and position, and you will not be entitled to overtime compensation. Your base salary will be reviewed annually but may not be reduced while you are Executive Chairman. Notwithstanding anything herein to the contrary, in the event that your term as Executive Chairman ends prior to the 1 year anniversary of this Agreement for any reason other than your voluntary resignation without Good Reason or your termination for Cause (and in recognition of the significant investment in time and effort that this role will require of you), in no

event will the amount of base salary paid to you be less than a full 12 months salary (inclusive of base salary or severance payments, as applicable).

(b) **Benefits**. As a regular full-time employee, you will be eligible to participate in the Company's standard employee benefits offered to executive level employees, as in effect from time to time and subject to plan terms and generally applicable Company policies. Details about these benefits plans will be provided, upon request.

3. **Annual Bonus**. You will be eligible to earn a discretionary annual cash bonus for each year during the term of your employment with the Company (the "**Annual Bonus**"), commencing with the 2025 calendar year. The Annual Bonus will be based upon the Board's assessment of your performance and the Company's attainment of performance goals as set by the Board in consultation with you. Bonus payments, if any, will be subject to applicable payroll deductions and withholdings. Following the close of each calendar year, the Board will determine whether you have earned an Annual Bonus, and the amount of any such bonus, based on, among other things, the achievement of such goals. You must be an employee on the Annual Bonus payment date to be eligible to receive an Annual Bonus. The Annual Bonus, if earned, will be paid no later than March 15 of the calendar year after the applicable bonus year.

4. **Expenses**. The Company will reimburse you for reasonable travel, entertainment or other expenses incurred by you in furtherance or in connection with the performance of your duties hereunder, in accordance with the Company's expense reimbursement policy as in effect from time to time.

5. **Equity Compensation**. Effective as of your Start Date, the Company will grant you restricted stock units and stock options in accordance with the terms and conditions set forth in the definitive award agreements provided to you under separate cover (the "**Initial Equity Grant**").

6. **Compliance with Confidentiality Information Agreement and Company Policies**. In connection with your employment with the Company, you will receive and have access to Company confidential information and trade secrets. Accordingly, attached hereto as ***Exhibit A*** is the Company's Employee Confidential Information, Inventions, Non-Solicitation and Non-Competition Agreement (the "**Confidentiality Agreement**"), which contains restrictive covenants and prohibits unauthorized use or disclosure of the Company's confidential information and trade secrets, among other obligations. Please review the Confidentiality Agreement and only sign it after careful consideration. In addition, you are required to abide by the Company's policies and procedures, as modified from time to time within the Company's discretion. In the event the terms of this Offer Letter differ from or are in conflict with the Company's general employment policies or practices, this Offer Letter shall control. Notwithstanding anything to the contrary in this Offer Letter or in the Confidentiality Agreement, Confidential Information shall not include your business contacts, whether in paper or electronic form (your "**Rolodex**"); *provided, however* that the contents of the Rolodex does not contain proprietary information developed during your employment with the Company or otherwise belonging

to the Company. Additionally, nothing herein is intended to limit the scope of your non-solicitation obligations as set forth in the Confidentiality Agreement.

7. **Protection of Third-Party Information**. In your work for the Company, you will be expected not to make any unauthorized use or disclosure of any confidential or proprietary information, including trade secrets, of any former employer or other third party to whom you have contractual obligations to protect such information. Rather, you will be expected to use only that information which is generally known and used by persons with training and experience comparable to your own, which is common knowledge in the industry or otherwise legally in the public domain, or which is otherwise provided or developed by the Company. You represent that you are able to perform your job duties within these guidelines, and you are not in unauthorized possession of any unpublished documents, materials, electronically-recorded information, or other property belonging to any former employer or other third party to whom you have a contractual obligation to protect such property. In addition, you represent and warrant that your employment by the Company will not conflict with any prior employment or consulting agreement or other agreement with any third party, that you will perform your duties to the Company without violating any such agreement(s), and that you have disclosed to the Company in writing any contract you have signed that may restrict your activities on behalf of the Company.

8. **At-Will Employment Relationship**. Your employment relationship with the Company is at-will. Accordingly, you may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company; and the Company may terminate your employment at any time, with or without Cause or advance notice. If your employment ends for any reason, the Company will provide you with (i) your unpaid Base Salary through the date of termination; (ii) all of your accrued, but unused paid time off time if required by law or Company policy; and (iii) any unpaid expense reimbursements accrued by you as of the date of termination (the "**Accrued Obligations**").

9. **Severance Benefits**; **Termination without Cause or Resignation for Good Reason.** If the Company terminates your employment without Cause (including as a result of your death or disability) or you resign for Good Reason (either a termination referred to as a "**Qualifying Termination**"), and provided such Qualifying Termination constitutes a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**" and the date of such Separation from Service, the "**Separation from Service Date**"), then subject to Sections 11 ("Conditions to Receipt of Severance Benefits") and 12 ("Return of Company Property") below and your continued compliance with the terms of this Agreement (including without limitation the Confidentiality Agreement), in addition to your Accrued Obligations, the Company will provide you (or your estate, as applicable) with the following severance benefits (the "**Severance Benefits**"):

(a) **Cash Severance**. The Company will pay you (or your estate, as applicable), as cash severance, twelve (12) months of your base salary in effect as of your Separation from Service Date, calculated after adding back any decrease that forms the basis of your resignation for Good Reason, if applicable (such twelve (12) month period the "**Salary Continuation Period**"), less standard payroll deductions and tax

withholdings (the "**Severance**"). The Severance will be paid in installments in the form of continuation of your base salary payments, paid on the Company's ordinary payroll dates, commencing on the Company's first regular payroll date that is more than sixty (60) days following your Separation from Service Date, and shall be for any accrued base salary for the sixty (60)-day period plus the period from the sixtieth (60th) day until the regular payroll date, if applicable, and all salary continuation payments thereafter, if any, shall be made on the Company's regular payroll dates. Notwithstanding the foregoing, the Salary Continuation Period shall be extended to eighteen (18) months if such termination occurs during the period that begins three (3) months preceding and ends two years following a Change in Control (as defined in the Applied Therapeutics, Inc. 2019 Equity Incentive Plan, as in effect from time to time).

(b) **Treatment of Initial Equity Grant**. Any stock options or restricted stock units granted as part of the Initial Equity Grant that vest based solely on your continued employment will continue to vest (but not beyond 100% vested) for twenty-four (24) months following the date of your termination as if you had remained in employment. Any stock options or restricted stock units granted as part of the Initial Equity Grant that vest based in whole or in part on the achievement of performance goals will remain outstanding and eligible to vest for twenty-four (24) months following the date of your termination as if you had remained in employment. Any stock options granted as part of the Initial Equity Grant that are either vested as of the date of your termination or that become vested in accordance with this paragraph will remain exercisable and outstanding following the termination of your employment as if you had remained in employment through the end of the 10-year term of the option.

For the avoidance of doubt, a termination of your employment will not be deemed to be a Qualifying Termination if you remain in service as a member of the Board following such termination of employment and your continued service to the Board in a capacity other than Executive Chairman shall be deemed vesting service for purposes of all outstanding equity compensation.

10. **Resignation Without Good Reason; Termination for Cause**. If, at any time, you resign your employment without Good Reason, or the Company terminates your employment for Cause, you will receive only your Accrued Obligations (and will retain your previously vested equity on terms set forth in the applicable plan and award agreements). Under these circumstances, you will not be entitled to any other form of compensation from the Company, including the Severance, other than any rights to which you are entitled under the Company's benefit programs.

11. **Conditions to Receipt of Severance Benefits**. Prior to and as a condition to your (or your estate's, as applicable) receipt of the Severance Benefits described above, you (or your estate, as applicable) shall execute and deliver to the Company an executive release of claims in favor of and in a form acceptable to the Company (the "**Release**") within the timeframe set forth therein, but not later than forty-five (45) days following your Separation from Service Date, and allow the Release to become effective according to its

terms (by not invoking any legal right to revoke it) within any applicable time period set forth therein (such latest permitted effective date, the "**Release Deadline**").

12. **Return of Company Property**. Except as otherwise set forth in this Section 12, upon the termination of your employment for any reason, as a precondition to your receipt of the Severance Benefits, within five (5) days after your Separation from Service Date (or earlier if requested by the Company), you will return to the Company all Company documents (and all copies thereof) and other Company property within your possession, custody or control, including, but not limited to, Company files, notes, financial and operational information, customer lists and contact information, product and services information, research and development information, drawings, records, plans, forecasts, reports, payroll information, spreadsheets, studies, analyses, compilations of data, proposals, agreements, sales and marketing information, personnel information, specifications, code, software, databases, computer-recorded information, tangible property and equipment (including, but not limited to, computers, facsimile machines, mobile telephones, tablets, handheld devices, and servers), credit cards, entry cards, identification badges and keys, and any materials of any kind which contain or embody any proprietary or confidential information of the Company, and all reproductions thereof in whole or in part and in any medium. You further agree that you will make a diligent search to locate any such documents, property and information and return them to the Company within the timeframe provided above. In addition, if you have used any personally-owned computer, server, or e-mail system to receive, store, review, prepare or transmit any confidential or proprietary data, materials or information of the Company, then within five (5) days after your Separation from Service Date you must provide the Company with a computer-useable copy of such information and permanently delete and expunge such confidential or proprietary information from those systems without retaining any reproductions (in whole or in part); and you agree to provide the Company access to your system, as requested, to verify that the necessary copying and deletion is done. If requested, you shall deliver to the Company a signed statement certifying compliance with this Section prior to the receipt of the Severance Benefits. Notwithstanding anything to the contrary herein or in the Confidentiality Agreement, you shall be entitled to keep copies of your Rolodex (subject to the clarification in the last two sentences of Section 6 herein), and documents relating to your compensation and the terms of your employment with the Company.

13. **Outside Activities**. Throughout your employment with the Company, you will be eligible to engage in other activities so long as such activities do not interfere with the performance of your duties hereunder and are in accordance with the Company's Code of Business Conduct and Ethics. Except as set forth in the immediately preceding sentence, during your employment by the Company, except on behalf of the Company, you will not directly or indirectly serve as an officer, director, stockholder, employee, partner, proprietor, investor, joint venturer, associate, representative or consultant of any other person, corporation, firm, partnership or other entity whatsoever known by you to compete with the Company (or is planning or preparing to compete with the Company), anywhere in the world, in any line of business engaged in (or demonstrably planned to be engaged in) by the Company; provided, however, that you may purchase or otherwise acquire up to (but not more than) one percent (1%) of any class of securities of any enterprise (but without participating in

the activities of such enterprise) if such securities are listed on any national or regional securities exchange.

14. **Definitions**. For purposes of this Offer Letter, the following terms shall have the following meanings:

For purposes of this Offer Letter, "**Cause**" for termination will mean your: (a) conviction (including a guilty plea or plea of nolo contendere) of any felony or any other crime involving fraud, dishonesty or moral turpitude; (b) commission or attempted commission of or participation in a fraud or act of material dishonesty or misrepresentation against the Company; (c) material breach of your duties to the Company; (d) intentional material damage to any property of the Company; (e) willful misconduct, or other willful violation of Company policy that causes material harm to the Company; or (f) material violation of any written and fully executed contract or agreement between you and the Company, including without limitation, material breach of your Confidentiality Agreement, or of any statutory duty you owe to the Company. No Cause shall exist unless the Company has provided you with written notice of termination describing the particular circumstances giving rise to Cause and has provided you the opportunity to cure, to the extent reasonably susceptible to cure, such circumstances within thirty (30) days after receiving such notice. If you so effect a cure, the notice of Cause shall be deemed rescinded and of no force or effect.

For purposes of this Offer Letter, you shall have "**Good Reason**" for resigning from employment with the Company if any of the following actions are taken by the Company without your prior written consent: (a) a material reduction in your base salary, which the parties agree is a reduction of at least ten percent (10%) of your base salary (unless pursuant to a salary reduction program applicable generally to the Company's similarly situated employees); (b) a material reduction in your duties (including responsibilities and/or authorities) or your ceasing to report directly to the Board; (c) relocation of your principal place of employment to a place that increases your one-way commute by more than thirty-five (35) miles as compared to your then-current principal place of employment immediately prior to such relocation; or (d) a material breach of this Offer Letter. In order to resign for Good Reason, you must provide written notice to the Company's CEO within thirty (30) days after the first occurrence of the event giving rise to Good Reason setting forth the basis for your resignation, allow the Company at least thirty (30) days from receipt of such written notice to cure such event, and if such event is not reasonably cured within such period, you must resign from all positions you then hold with the Company not later than thirty (30) days after the expiration of the cure period.

15. **Compliance with Section 409A**. It is intended that the Severance Benefits set forth in this Offer Letter satisfy, to the greatest extent possible, the exemptions from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**") (Section 409A, together with any state law of similar effect, "**Section 409A**") provided under Treasury Regulations 1.409A-1(b)(4), 1.409A-1(b)(5) and 1.409A-1(b)(9). For purposes of Section 409A (including, without limitation, for purposes of Treasury Regulations 1.409A-2(b)(2)(iii)), your right to receive any installment payments under this Offer Letter (whether severance payments, reimbursements or otherwise) shall be treated as a right to

receive a series of separate payments and, accordingly, each installment payment hereunder shall at all times be considered a separate and distinct payment. Notwithstanding any provision to the contrary in this Offer Letter, if the Company (or, if applicable, the successor entity thereto) determines that the Severance Benefits constitute "deferred compensation" under Section 409A and you are, on the date of your Separation from Service, a "specified employee" of the Company or any successor entity thereto, as such term is defined in Section 409A(a)(2)(B)(i) of the Code (a "**Specified Employee**"), then, solely to the extent necessary to avoid the incurrence of adverse personal tax consequences under Section 409A, the timing of the Severance Benefits shall be delayed until the earliest of: (i) the date that is six (6) months and one (1) day after your Separation from Service Date, (ii) the date of your death, or (iii) such earlier date as permitted under Section 409A without the imposition of adverse taxation. Upon the first business day following the expiration of such applicable Code Section 409A(a)(2)(B)(i) period, all payments or benefits deferred pursuant to this Section shall be paid in a lump sum or provided in full by the Company (or the successor entity thereto, as applicable), and any remaining payments due shall be paid as otherwise provided herein. No interest shall be due on any amounts so deferred. If the Severance Benefits are not covered by one or more exemptions from the application of Section 409A and the Release could become effective in the calendar year following the calendar year in which you have a Separation from Service, the Release will not be deemed effective any earlier than the Release Deadline. The Severance Benefits are intended to qualify for an exemption from application of Section 409A or comply with its requirements to the extent necessary to avoid adverse personal tax consequences under Section 409A, and any ambiguities herein shall be interpreted accordingly. Notwithstanding anything to the contrary herein, to the extent required to comply with Section 409A, a termination of employment shall not be deemed to have occurred for purposes of any provision of this Offer Letter providing for the payment of amounts or benefits upon or following a termination of employment unless such termination is also a "separation from service" within the meaning of Section 409A. With respect to reimbursements or in-kind benefits provided to you hereunder (or otherwise) that are not exempt from Section 409A, the following rules shall apply: (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any one of your taxable years shall not affect the expenses eligible for reimbursement, or in-kind benefit to be provided in any other taxable year, (ii) in the case of any reimbursements of eligible expenses, reimbursement shall be made on or before the last day of your taxable year following the taxable year in which the expense was incurred, (iii) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit.

16. Section 280G; Parachute Payments.

(a) If any payment or benefit you will or may receive from the Company or otherwise (a "**280G Payment**") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "**Excise Tax**"), then any such 280G Payment provided pursuant to this Offer Letter (a "**Payment**") shall be equal to the Reduced Amount. The "Reduced Amount" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment (after

reduction) being subject to the Excise Tax or (y) the largest portion, up to and including the total, of the Payment, whichever amount (i.e., the amount determined by clause (x) or by clause (y)), after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in your receipt, on an after-tax basis, of the greater economic benefit notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in a Payment is required pursuant to the preceding sentence and the Reduced Amount is determined pursuant to clause (x) of the preceding sentence, the reduction shall occur in the manner (the "**Reduction Method**") that results in the greatest economic benefit for you. If more than one method of reduction will result in the same economic benefit, the items so reduced will be reduced pro rata (the "**Pro Rata Reduction Method**").

(b) Notwithstanding any provision of subsection (a) above to the contrary, if the Reduction Method or the Pro Rata Reduction Method would result in any portion of the Payment being subject to taxes pursuant to Section 409A that would not otherwise be subject to taxes pursuant to Section 409A, then the Reduction Method and/or the Pro Rata Reduction Method, as the case may be, shall be modified so as to avoid the imposition of taxes pursuant to Section 409A as follows: (A) as a first priority, the modification shall preserve to the greatest extent possible, the greatest economic benefit for you as determined on an after-tax basis; (B) as a second priority, Payments that are contingent on future events (e.g., being terminated without Cause), shall be reduced (or eliminated) before Payments that are not contingent on future events; and (C) as a third priority, Payments that are "deferred compensation" within the meaning of Section 409A shall be reduced (or eliminated) before Payments that are not deferred compensation within the meaning of Section 409A.

(c) Unless you and the Company agree on an alternative accounting firm or law firm, the accounting firm engaged by the Company for general tax compliance purposes as of the day prior to the effective date of the Change in Control transaction shall perform the foregoing calculations. If the accounting firm so engaged by the Company is serving as accountant or auditor for the individual, entity or group effecting the change in control transaction, the Company shall appoint a nationally recognized accounting or law firm to make the determinations required by this Section 16 ("**Section 280G; Parachute Payments**"). In either case, the Company agrees to instruct the accounting firm or law firm to obtain a full valuation from a competent valuation firm to assign a reasonable value to the non-competition provisions to which you are subject pursuant to the Confidentiality Agreement for the purpose of calculating the Excise Tax, if any. The Company shall bear all expenses with respect to the determinations by such accounting or law firm required to be made hereunder. The Company shall use commercially reasonable efforts to cause the accounting or law firm engaged to make the determinations hereunder to provide its calculations, together with detailed supporting documentation, to you and the Company within fifteen (15) calendar days after the date on which your right to a 280G Payment becomes reasonably likely to occur (if requested at that

time by you or the Company) or such other time as requested by you or the Company.

(d) If you receive a Payment for which the Reduced Amount was determined pursuant to clause (x) of Section 16(a) and the Internal Revenue Service determines thereafter that some portion of the Payment is subject to the Excise Tax, you agree to promptly return to the Company a sufficient amount of the Payment (after reduction pursuant to clause (x) of Section 16(a)) so that no portion of the remaining Payment is subject to the Excise Tax. For the avoidance of doubt, if the Reduced Amount was determined pursuant to clause (y) of Section 16(a), you shall have no obligation to return any portion of the Payment pursuant to the preceding sentence.

17. **Dispute Resolution**. To ensure the rapid and economical resolution of disputes that may arise in connection with your employment with the Company, 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 Offer Letter, your employment with the Company, or the termination of your employment, shall be resolved pursuant to the Federal Arbitration Act, 9 U.S.C. § 1-16, to the fullest extent permitted by law, by final, binding and confidential arbitration conducted by JAMS or its successor, under JAMS' then applicable rules and procedures for employment disputes before a single arbitrator (available upon request and also currently available at http://www.jamsadr.com/rules-employment-arbitration/). **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 or administrative proceeding**. Prior to any arbitration, you and the Company agree first to engage in prompt and serious good faith discussions to resolve the dispute. In addition, 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 or representative proceeding, nor joined or consolidated with the claims of any other person or entity. 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. To the extent that the preceding sentences regarding class claims or proceedings are found to violate applicable law or are otherwise found unenforceable, any claim(s) alleged or brought on behalf of a class shall proceed in a court of law rather than by arbitration. This paragraph shall not apply to any action or claim that cannot be subject to mandatory arbitration as a matter of law, including, without limitation, sexual harassment claims, to the extent such claims are not permitted by applicable law to be submitted to mandatory arbitration (collectively, the "**Excluded Claims**"). In the event you intend to bring multiple claims, including one of the Excluded Claims listed above, the Excluded Claims may be publicly filed with a court, while any other claims will remain subject to mandatory arbitration. You will have the right to be represented by legal counsel at any arbitration proceeding. Questions of whether a claim is subject to arbitration under this agreement shall be decided by the arbitrator. Likewise, procedural questions which grow out of the dispute and bear on the final disposition are also matters for the arbitrator. 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 JAMS' arbitration fees. Each party is responsible for its own attorneys' fees, except as expressly set forth in your Confidentiality Agreement. Nothing in this Offer Letter 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.

18. **Indemnification**. You will be entitled to indemnification to the maximum extent permitted by applicable law and the Company's Bylaws with terms no less favorable than provided to any other Company executive officer or director and subject to the terms of any separate written indemnification agreement. At all times during your employment, the Company shall maintain in effect a directors and officers liability insurance policy with you as a covered officer.

19. **Miscellaneous**. This Offer Letter, together with your Confidentiality Agreement, forms the complete and exclusive statement of your employment agreement with the Company. It supersedes any other agreements or promises made to you by anyone, whether oral or written. Changes in your employment terms, other than those changes expressly reserved to the Company's or Board's discretion in this Offer Letter, require a written modification approved by you and the Company and signed by you and a duly authorized officer of the Company. This Offer Letter will bind the heirs, personal representatives, successors and assigns of both you and the Company, and inure to the benefit of both you and the Company, their heirs, successors and assigns. If any provision of this Offer Letter is determined to be invalid or unenforceable, in whole or in part, this determination shall not affect any other provision of this Offer Letter 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 Offer Letter shall be construed and enforced in accordance with the laws of the State of New York without regard to conflicts of law principles. Any ambiguity in this Offer Letter shall not be construed against either party as the drafter. Any waiver of a breach of this Offer Letter, or rights hereunder, shall be in writing and shall not be deemed to be a waiver of any successive breach or rights hereunder. This Offer Letter may be executed and delivered via facsimile, 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 be valid and effective for all purposes.

Please sign and date this Offer Letter and the enclosed Confidentiality Agreement and return them to me as soon as you can if you wish to accept the terms and conditions described above. I would be happy to discuss any questions that you may have about these terms. This Offer Letter may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Sincerely,

/s/ Teena Lerner, Ph.D
Teena Lerner, Ph.D
Director

Reviewed, Understood, and Accepted:

/s/ John H. Johnson
John H. Johnson

December 19, 2024
Date

EXHIBIT A

CONFIDENTIALITY AGREEMENT

Exhibit 10.2

APPLIED THERAPEUTICS INC.
LETTER AMENDMENT TO OFFER LETTER

December 19, 2024

Dear Les:

This letter amendment (this "**Letter Amendment**") modifies certain provisions set forth in that certain Offer Letter by and between Applied Therapeutics Inc. (the "**Company**") and you, dated as of November 17, 2023 (the "**Offer Letter**") in connection with your appointment as interim Chief Executive Officer of the Company. Capitalized terms used but not otherwise defined in this Letter Amendment shall have the meanings given to them in the Offer Letter.

1. As of the date of this Letter Amendment, Section 2 of the Offer Letter is hereby amended to add the following subsections (c) and (d) as new subsections immediately following subsection 2(b):

> "**(c) Supplemental Salary**. During the period beginning on December 19, 2024, and ending on the date that you cease providing services to the Company as its interim Chief Executive Officer (such date, the "**CEO Services End Date**"), the Company shall pay you a supplemental monthly cash amount equal to $15,000 in addition to your base salary (the "**Supplemental Salary**"), less standard payroll deductions and tax withholdings. Your Supplemental Salary shall be paid on the Company's ordinary payroll cycle together with your base salary.
>
> **(d) Special Bonus**. The Company shall pay you a lump sum cash bonus (the "**Special Bonus**") in an amount equal to $525,000 upon the earlier to occur of (i) the approval by the United States Food and Drug Administration of the Company's proposed new drug application relating to the treatment of Sorbitol Dehydrogenase (the "**FDA Approval**") or (ii) a Change in Control (as defined in the Company's 2019 Equity Incentive Plan (the "**Plan**")), subject to your continued employment through the date the Special Bonus is paid. The Special Bonus shall be paid to you on the Company's ordinary payroll cycle and shall be net of any standard payroll deductions and tax withholdings."

2. As of the date of this Letter Amendment, Section 3 of the Offer Letter is hereby amended to add the following proviso to the end of the first sentence of Section 3:

> "; provided, however, that your Annual Bonus for the performance period beginning on January 1, 2025 (the "**2025 Performance Period**") shall be up to fifty percent (50%) of the aggregate amount of your base salary (as set forth in Section 2(a) of this Offer Letter) and your Supplemental Salary earned by you during the 2025 Performance Period."

3. As of the date of this Letter Amendment, Section 5 of the Offer Letter is hereby deleted in its entirety and replaced with the following:

> **Equity Compensation**. The Company acknowledges the 300,000 Shares the Company has already granted to you (the "**Existing Grant**"). The Company will make supplemental equity grants to you of restricted stock units ("**RSUs**") relating to 150,000 and options ("**Options**" and together with the RSUs the "**Supplemental Equity Grants**") to acquire 150,000 shares of the Company's common stock ("**Shares**"). The Supplemental Equity Grants will be subject to all of the terms and conditions set forth in the Plan and the applicable award agreement (the "**Award Agreement**"). You will continue to be eligible for your typical CFO equity grants (the "**CFO Grants**"), subject to Committee approval, which grant is expected in January 2025. In addition, if the CEO Services End Date has not occurred by Apil 1, 2025, then effective as April 1, 2025, and continuing on the first day of each subsequent calendar quarter through the CEO Services End Date, the Company shall grant you an additional equity award with a grant date fair value and terms and conditions that are consistent with the grant date fair value and terms and conditions of your Supplemental Equity Grants awarded to you pursuant to this Section 5 (the "**Quarterly Equity Grant**"), subject to approval by the Committee. Notwithstanding anything in this Offer Letter, any equity plan of the Company or any award agreement to the contrary, in the event of a Change in Control (as defined in the Plan) or an FDA Approval, the Company shall accelerate the vesting of any then-unvested Shares subject to your outstanding equity awards, including (to avoid doubt) the Existing Grant, the CFO Grants, Supplemental Equity Grants and any Quarterly Equity Grant, such that one hundred percent (100%) of such Shares shall be deemed immediately vested (and exercisable, as applicable) as of the date of such Change in Control.

4. As of the date of this Letter Amendment, Section 9(a) of the Offer Letter is hereby deleted in its entirety and replaced with the following:

> (a) **Termination without Cause or Resignation for Good Reason Not in Connection with a Change in Control**. If the Company terminates your employment without Cause (including as a result of your death or disability) or you resign for Good Reason (either termination referred to as a "**Qualifying Termination**"), and provided such Qualifying Termination constitutes a Separation from Service (as defined under Treasury Regulation Section 1.409A-1(h), without regard to any alternative definition thereunder, a "**Separation from Service**" and the date of such Separation from Service, the "**Separation from Service Date**"), then subject to Sections 11 ("**Conditions to Receipt of Severance Benefits**") and 12 ("**Return of Company Property**") below and your continued compliance with the terms of this Offer Letter (including without limitation the Confidentiality Agreement), in addition to your Accrued Obligations, the Company will provide you (or your estate, as applicable) with the following severance benefits (the "**Severance Benefits**"):

(i) **Cash Severance**. The Company will pay you (or your estate, as applicable), as cash severance, twelve (12) months of your base salary in effect as of your Separation from Service Date, ignoring any decrease that forms the basis of your resignation for Good Reason, if applicable (such twelve (12) month period the "**Salary Continuation Period**"), less standard payroll deductions and tax withholdings (the "**Cash Severance**"). The Cash Severance will be paid in installments in the form of continuation of your base salary payments, paid on the Company's ordinary payroll dates, commencing on the Company's first regular payroll date that is more than sixty (60) days following your Separation from Service Date (the date of such payment, the "**First Payment Date**"), and shall be for any accrued base salary for the sixty (60)-day period plus the period from the sixtieth (60th) day until the regular payroll date, if applicable, and all salary continuation payments thereafter, if any, shall be made on the Company's regular payroll dates.

(ii) **COBRA Severance**. The Company will continue to pay the cost of your (and, if applicable, your covered dependents') health care coverage in effect at the time of your Separation from Service for a maximum of twelve (12) months, either under the Company's regular health plan (if permitted), or by paying your COBRA premiums (the "**COBRA Severance**"). The Company's obligation to pay the COBRA Severance on your behalf will cease if you obtain health care coverage from another source (e.g., a new employer or spouse's benefit plan), unless otherwise prohibited by applicable law. You must notify the Company within two (2) weeks if you obtain coverage from a new source. This payment of COBRA Severance by the Company would not expand or extend the maximum period of COBRA coverage to which you would otherwise be entitled under applicable law. Notwithstanding the above, if the Company determines in its sole discretion that it cannot provide the foregoing COBRA Severance without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), the Company shall in lieu thereof provide to you a taxable monthly payment in an amount equal to the monthly COBRA premium that you would be required to pay to continue your group health coverage in effect on the date of your termination (which amount shall be based on the premium for the first month of COBRA coverage), which payments shall be made on the last day of each month regardless of whether you elect COBRA continuation coverage and shall end on the earlier of (x) the date upon which you obtain other coverage or (y) the last day of the twelfth (12th) calendar month following the month in which your Separation from Service Date occurred.

(iii) **Bonus Severance Payment**. The Company will pay you (or your estate, as applicable) a lump sum cash amount equivalent to your target Annual Bonus for the year in which your Separation from Service Date occurs (the "**Bonus Severance Payment**"). Your base salary as in effect on your Separation from Service Date, ignoring any decrease that forms the basis of your resignation for Good Reason, if applicable, shall be used for calculating the Bonus Severance Payment. The Bonus Severance Payment will be paid on the First Payment Date

but in no event later than March 15th of the year following the year in which your Separation from Service Date occurs.

(iv) **Accelerated Vesting**. The Company shall accelerate the vesting of any then-unvested Shares subject to any of your outstanding equity awards, including the RSUs (and which includes (to avoid doubt) the Existing Grant, the CFO Grants, Supplemental Equity Grants and any Quarterly Equity Grant), such that one hundred percent (100%) of such Shares shall be deemed immediately vested and exercisable (if applicable) as of your Separation from Service Date.

The Company shall reimburse you for any reasonable attorneys fees incurred by you in connection with the review, negotiation, drafting and execution of this Amendment and any related arrangements, subject to you providing the Company with reasonable documentation of such fees.

Except as expressly amended by this Letter Amendment, all of the terms and provisions of the Offer Letter are unchanged and remain in full force and effect. From and after the date of this Letter Amendment, any reference to "this Offer Letter" or "hereto" in the Offer Letter and any reference to "the Offer Letter" in this Letter Amendment or in any other document or instrument executed or delivered in connection therewith or herewith shall be construed as a reference to the Offer Letter as amended by this Letter Amendment.

Please sign and date the Letter Amendment and return it to me on or before December 20, 2024, if you wish to accept the terms and conditions described above. The terms and conditions of employment offered herein will expire if I do not receive this signed Letter Amendment by that date. I would be happy to discuss any questions that you may have about these terms. This Letter Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

Sincerely,

/s/ Teena Lerner, Ph. D
Teena Lerner, Ph.D
Director

Reviewed, Understood, and Accepted:

*/s/ Les Funtleyder*_____ December 19, 2024_____
Les Funtleyder Date

Exhibit 10.3

Applied Therapeutics Inc.
545 Fifth Avenue, Suite 1400
New York, NY 10017
212.220.9319
www.appliedtherapeutics.com

CONFIDENTIAL

December 19, 2024

Shoshana Shendelman
c/o Jonathan S. Sack, Esq.
Sack & Sack, Attorneys at Law
70 East 55th Street, 10th Floor
New York, NY 10022

Dear Shoshana:

This letter agreement (this "Agreement") confirms our agreement regarding the terms of your separation of employment with Applied Therapeutics, Inc. (the "Company"). The Company and you are hereinafter referred to together as the "Parties" and each as a "Party."

1.Separation of Employment.

a. Separation Date. Regardless of whether you sign this Agreement, the last day of your employment with the Company will be December 19, 2024 (the "Separation Date"). The Parties have mutually agreed to terminate your employment and other relationships with the Company. Effective as of the Separation Date, you will no longer serve in any and all employment, officer, director or other positions you hold or may have held with the Company and any of its subsidiaries or affiliates (including, without limitation, your role as the President and Chief Executive Officer of the Company and as a member of the Board of Directors of the Company (the "Board")), and you will not hold yourself out as an employee, officer, director, agent or representative of the Company or any other Released Party (as defined below). You hereby acknowledge and agree that you have resigned from the Board effective as of the Separation Date, and you agree to execute and deliver to the Company any letters, documents and other instruments as may be reasonably necessary or appropriate to effectuate your resignation from the Board or the termination of your relationship with the Company and any of its subsidiaries or affiliates.

b. Accrued Payments. Regardless of whether or not you sign this Agreement, you will receive payment for any business expenses previously incurred in accordance with the Company's expense reimbursement policies and which remain unreimbursed, and any earned but unpaid base salary or other wages through the Separation Date, less all applicable withholdings and deductions, in accordance with the Company's normal payroll practices. Whether or not you sign and return this Agreement, your participation, and, if applicable, your dependent(s)' coverage, under all Company-sponsored employee benefit plans shall end as of the Separation Date except as provided in Section 2 below; *provided* you shall receive separate written notification regarding your right

to continue coverage under the Company's group healthcare plan at your and/or your dependent(s)' own expense under the Consolidated Omnibus Reconciliation Act of 1985 (as amended, "COBRA") and any similar state law.

2.Severance Benefits.

a. Provided that you timely sign and deliver your signed Agreement to the Company, and subject to your compliance with the terms and conditions herein and your Confidentiality Agreement (as defined below), the Company shall pay or provide the following benefits, in each case, less all applicable withholdings and deductions:

(i) Continued payment by the Company of the cost of your (and, if applicable, your covered dependents') health care coverage in effect as of the Separation Date either under the Company's regular health plan (if permitted) or by paying your COBRA premiums, in each case, until the earlier of the date (x) that is twelve (12) months following the Separation Date and (y) that you obtain comparable health care coverage from another source (e.g., a new employer or spouse's benefit plan).

b. Provided that you timely sign and deliver your signed Agreement, and subject to your continued compliance with the terms and conditions herein and your Confidentiality Agreement (as defined below), the Company shall pay or provide the following, in each case, less all applicable withholdings and deductions:

(i) Cash severance in the total gross amount of $997,500.00, payable in a lump sum, less applicable payroll deductions and withholdings, on the next payroll date following your execution of this Agreement.

(ii) An additional cash payment in the total gross amount of $2,100,000, in full satisfaction of your outstanding restricted stock units relating to shares of the Company's common stock, payable in a lump sum, less applicable payroll deductions and withholdings, on the next payroll date following your execution of this Agreement (the "RSU Payment"); provided that a total of $700,000 of the RSU Payment will be directed from the Company to your legal counsel, Jonathan Sack, Esq., subject to the Company's receipt of a completed Form W-9.

(iii) The Company shall accelerate the vesting of all of your options ("Options") to acquire common shares of the Company that are outstanding and unvested as of the Separation Date such that one hundred percent (100%) of such shares shall be deemed immediately vested and exercisable as of the Separation Date; provided, that any Options that you do not exercise within three hundred sixty five (365) days following the Separation Date (including any Options that are vested as of the date hereof or that otherwise become vested in accordance with this Section 2(b)(ii)) shall immediately be forfeited without payment of any consideration in exchange therefor in accordance with the Company's 2019 Equity Incentive Plan (as amended, the "2019 Plan") and the Company's 2016 Equity Incentive Plan (together with the 2019 Plan, the "Plans") and your Option award agreements issued thereunder.

c. The payments and benefits set forth in Sections 2(a) and 2(b) shall be referred to collectively as the "Severance Benefits." Notwithstanding anything in this Agreement to the contrary, and without limiting any other right or remedy to which the Company may be entitled at

law or in equity, if the Company determines at any time, in its sole and absolute discretion, that you (A) engaged in any act or omission that would constitute "Cause" under your offer letter (without regard to any applicable notice or cure requirements) with the Company that became effective March 9, 2020 ("Offer Letter") while you were employed with the Company or (B) breached the terms of this Agreement or the Confidentiality Agreement at any time, (x) the Company shall have the right to immediately cease payment or provision of any Severance Benefit hereunder and (y) you agree to repay any and all payments and the value of any benefits relating to the Severance Benefits previously provided to you under the terms of this Agreement within five (5) business days of written demand therefor by the Company. Any such forfeiture and/or clawback of Severance Benefits will not affect the validity of the release of claims contained herein or your continuing obligations under this Agreement or the Confidentiality Agreement.

d. You acknowledge and agree that (i) the RSU Payment is being made in full satisfaction of all of your right, title, and interest in any time-based restricted stock units and performance-based restricted stock units relating to shares of the Company's common stock that were previously granted to you, each of which will be forfeited and canceled as of the Separation Date, (ii) the Company is not making any representations to you about any current or future plans relating to the business of the Company or the potential future value of the Company's common stock or other securities, and (iii) you cannot trade Company securities if you are in possession of material non-public information.

3.Sufficiency of Consideration. You acknowledge that the Severance Benefits set forth in Section 2 of this Agreement exceed any amount to which you would otherwise be entitled upon termination of employment absent your execution of a release of claims herein. You further acknowledge and agree that (a) except as expressly set forth above, you have received full and timely payment of all salary, severance, bonuses (discretionary, annual, or signing), or compensation from the Company and all Released Parties, including, without limitation, under your Offer Letter; (b) you are not entitled to any additional salary, severance, bonuses (discretionary, annual, or signing), or compensation from any Released Party except as referenced in this Agreement; (c) the Severance Benefits and other arrangements set forth herein are in full accord and satisfaction of all payments, benefits, and arrangements to which you are or may be entitled upon a Qualifying Termination as defined and for purposes of your Offer Letter, and the Parties confirm and agree you are not eligible or entitled to receive any change in control payments; and (d) the additional compensation to be paid under this Agreement is due solely from the Company and Insperity PEO Services, L.P. ("Insperity") has no obligation to pay the additional compensation, even though its payment may be processed through Insperity.

4.General Release of Claims.

a. You, on behalf of yourself and your heirs, executors, administrators, successors and assigns, hereby irrevocably and unconditionally release and forever discharge the Company, Insperity and its and their respective current and former parent companies, subsidiaries and other affiliated companies as well as any of their respective current and former insurers, directors, officers, agents, shareholders, employees, consultants, representatives, attorneys, owners, predecessors, successors and assigns (collectively, the "Released Parties"), from and against any and all rights, claims, charges, actions, causes of action, complaints, sums of money, suits, debts, covenants, contracts, agreements, promises, obligations, damages, liabilities and demands of any

kind whatsoever, whether known or unknown, vested or unvested, accrued or yet to accrue, suspected or unsuspected, contingent or non-contingent (collectively, "Claims"), that you or your heirs, administrators, executors, representatives, successors or assigns ever had, now have or may hereafter claim to have, by reason of any matter, cause or thing whatsoever, arising from the beginning of time up to the date you sign this Agreement, including, but not limited to, any such Claims: (A) arising out of or in any way relating to your employment by, affiliation with, or position as an employee, officer, member, director, or representative of, the Company or any of the Released Parties, and/or the termination of such positions, (B) arising out of or relating to tort, fraud, or defamation, (C) arising under any federal, state, local or foreign statute or regulation including, without limitation, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, the Family and Medical Leave Act, the Equal Pay Act, the Fair Credit Reporting Act, the Worker Adjustment and Retraining Notification Act, the Genetic Information Nondiscrimination Act, the New York Executive Laws (including the New York State Human Rights Law), the New York State Paid Family Leave Benefits Law, the New York State Civil Rights Law, the New York Labor Law, the New York Worker Adjustment and Retraining Act, the New York Corrections Law, the New York City Administrative Code (including the New York City Human Rights Law), each as amended and including each of their respective implementing regulations and any other federal, state, local or foreign law that may be legally waived or released; (D) relating to wrongful discharge, constructive discharge, or breach of contract; or (E) arising under or relating to any policy, agreement, understanding, or promise, written or oral, formal or informal, between the Company or any other Released Parties and you, including, but not limited to, the Offer Letter and the Plan; *provided, however*, that notwithstanding the foregoing, nothing contained in this release shall impair, waive and/or release (u) claims and/or rights that the Company and/or any of the Released Parties defend, indemnify and/or hold you harmless, including rights, if any, to indemnification under the terms and conditions of any director and officer liability insurance policy or Company by-law as in effect from time to time to the same extent as other former officers or directors of the Company, (w) your right to enforce the terms of this Agreement, (v) your rights to your vested Options, vested restricted stock units and/or any other similar interest and/or equity, (x) any recovery to which you may be entitled pursuant to state laws regarding workers' compensation and/or unemployment insurance, (y) any rights you may have to vested benefits under employee benefit plans, (z) any rights or claims that cannot be validly waived under applicable law, and (aa) any claims and/or rights you may have against the Company that arise after the date you sign this Agreement. Further, nothing in this Agreement prevents you from filing a charge with the Equal Employment Opportunity Commission ("EEOC") (or similar state or local agency) or participating in an investigation by the EEOC (or similar state or local agency); provided, however, that you acknowledge and agree that any claims by you for personal relief in connection with such a charge or investigation (such as reinstatement or monetary damages) are hereby barred. For the avoidance of any doubt, this release shall not prevent you from filing a charge or claim with the Securities and Exchange Commission ("SEC") and your ability to seek or receive an SEC whistleblower award as provide under Section 21F of the Securities Exchange Act of 1934 for information provided to the SEC for concerning suspected violations of law.

b. You represent that, as of the date upon which you sign this Agreement, you have no private civil actions pending in your name against the Company or any of the Released Parties.

You also represent and warrant that you have not relied upon any promises or representations, express or implied, that are not expressly set forth in this Agreement.

5.Protected Activities.

a. The Parties acknowledge and agree that nothing in this Agreement or any other agreement you may have with the Company shall prohibit or restrict you from (i) voluntarily communicating with an attorney retained by you, (ii) voluntarily communicating with or testifying before any law enforcement or government agency, including the SEC, the EEOC, the New York State Division of Human rights, or any other federal, state or local commission on human rights, or any self-regulatory organization, or otherwise initiating, assisting with, or participating in any manner with an investigation conducted by such government agency, in each case, regarding possible violations of law and without advance notice to the Company, (iii) recovering a SEC whistleblower award as provided under Section 21F of the Securities Exchange Act of 1934, (iv) disclosing any information (including, without limitation, confidential information) to a court or other administrative or legislative body in response to any subpoena provided that you first promptly notify (to the extent legally permissible) the Company and, with respect to any subpoena on behalf of any non-governmental person or entity, use commercially reasonable efforts to cooperate with any effort by the Company to seek to challenge the subpoena on behalf of any non-governmental person or entity or obtain a protective order limiting its disclosure, or other appropriate remedy, (v) filing or disclosing any facts necessary to receive unemployment insurance, Medicaid or other public benefits to which you are entitled, (vi) engaging in communications or activities protected by Section 7 of the National Labor Relations Act, or (vii) disclosing the underlying facts or circumstances relating to claims of discrimination, retaliation or harassment against the Company; *provided, however*, that you represent and affirm that you are not aware of any facts or circumstances (including any injuries or illnesses) related to any claims against the Released Parties concerning discrimination, harassment, retaliation, or workers' compensation.

b. Additionally, you are hereby notified, in accordance with the Defend Trade Secrets Act of 2016, 18 U.S.C. § 1833(b), that you will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret of the Company that (x) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to your attorney, and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (y) in a complaint or other document filed under seal in a lawsuit or other proceeding. If you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret information to your attorney and use the trade secret information in the court proceeding, if you (A) file any document containing the trade secret under seal and (B) do not disclose the trade secret except pursuant to court order. The communications, statements, and activities permitted under this Section 5 are referred to collectively as "Protected Activities."

6.Continuing Obligations. You acknowledge and agree that your Employee Confidential Information, Inventions, Non-Solicitation and Non-Competition Agreement with the Company ("Confidentiality Agreement"), and each and every of your restrictions and continuing obligations thereunder, shall apply, remain, and continue in full force and effect after the date and shall survive the execution of this Agreement as if fully set forth herein. By signing below, you represent and warrant that you have complied at all times with the provisions of the Confidentiality Agreement

through your employment and the date hereof. You further acknowledge, agree, and understand that (a) your compliance with your restrictions and obligations in the Confidentiality Agreement are an express condition of your right to the Severance Benefits described above, and (b) accordingly, and without limiting the last paragraph of Section 2 of this Agreement, upon your breach of any restriction or obligation of the Confidentiality Agreement, all rights and entitlements to the Severance Benefits shall immediately cease, and you shall not receive any further installments, portions, or payments thereafter.

7.Cooperation. Subject to Section 5 of this Agreement and applicable law, you agree that, following the Separation Date, you will reasonably cooperate with the Company and/or its representatives in connection with any investigation, proceeding, dispute, litigation (civil, criminal, or administrative), or claim that may be made against, by, or with respect to the Company, or in connection with any ongoing or future investigation, proceeding, dispute, litigation, or claim of any kind involving the Company, including any proceeding before any arbitral, administrative, regulatory, self-regulatory, judicial, legislative, or other body or agency (including, but not limited to, making yourself available upon reasonable notice for factual interviews, preparation for testimony, providing affidavits, and similar activities), to the extent such claims, investigations, or proceedings relate to your employment with the Company, the services you performed or were required to perform as a Company employee, or pertinent knowledge possessed by you, but excluding any claims or proceedings brought by or on behalf of you against the Company or any of its affiliates. Nothing in this Section 7 is intended to restrict or limit you from exercising your protected rights arising under Section 5 of this Agreement or applicable law, or restrict or limit you from providing truthful information in response to a subpoena, other legal process or valid governmental inquiry. The Company shall reimburse you for reasonable out of pocket expenses, including costs and your attorneys' fees, incurred as a result of such cooperation.

8.Return of Company Property. You agree that, whether or not you sign this Agreement, no later than the end of the Separation Date (or such earlier date as directed by the Company), you shall return to the Company any and all Company property and documents in your possession, custody or control, including, without limitation, credit cards, computers, phones, tablets, other electronic equipment, keys, instructional and policy manuals, mailing lists, computer software, financial and accounting records, reports and files, and any other Company property which you obtained in the course of your employment by the Company (including any documents or other materials containing Confidential Information as defined in your Confidentiality Agreement), and you agree not to retain copies of any such materials. To the extent you have any of the foregoing documents in your possession, custody or control in electronic form (for example, in your personal cloud storage or email account or on a personal computer), you agree to identify such documents to the Company, to deliver identical copies of such documents to the Company (if the Company so requests), and to follow the Company's instructions regarding the permanent deletion or retention of such documents. The requirements of this Section 8 shall not apply to (a) publicly available documents, or (b) documents relating directly to your own compensation and employee benefits. The property and documents which must be returned to the Company must be returned whether in your possession, work area, home, vehicle or in the wrongful possession of any third party with your knowledge or acquiescence, and whether prepared by you or any other person or entity.

9.Mutual Non-Disparagement. Without limiting the Protected Activities, and to the fullest extent permitted by law, from and after the Separation Date, you agree not to make any statements, (whether directly or through any other person or entity, and whether orally, in writing, or on the Internet) that disparage, denigrate, defame, or malign the Company or any of its affiliates or any of their respective businesses, activities, operations or the reputations of any of their respective directors, officers, managers, employees, representatives, owners or equity holders. The Company agrees to instruct its current executive officers and any other relevant Company employees authorized to report on or discuss on the Company's behalf your employment with the Company or separation from the Company, in writing, not to make any statements (whether directly or through any other person or entity, and whether orally, in writing, or on the Internet) that disparage, denigrate, defame, or malign you or your reputation. Within three (3) days of your Separation Date, the Company shall file an 8-K in the form attached.

10.Section 409A. The intent of you and the Company is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and authoritative guidance promulgated thereunder ("Section 409A"), to the extent subject thereto, and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted and administered to be exempt from or in compliance therewith, as applicable, or otherwise shall be amended by the parties so to comply. Each payment hereunder shall be deemed to be a separate payment for purposes of Section 409A. If taxes or penalties are triggered under Section 409A with respect to your deferred compensation, the Company shall be solely responsible for the payment of any such taxes or penalties, however, you shall be responsible for all income taxes due on such compensation.

11.No Admission of Wrongdoing. Neither by offering to make, nor by making, this Agreement, does either Party admit any failure of performance, wrongdoing, or violation of law. Nothing in this Agreement, and none of the negotiations or proceedings connected with it, constitutes, will be construed to constitute, will be offered in evidence as, received in evidence as and/or deemed to be evidence of an admission of liability or wrongdoing by the Company or any of the Released Parties, and any such liability or wrongdoing is hereby expressly denied by each of the Company and Released Parties.

12.Acknowledgments. You acknowledge and agree that the Company and the other Released Parties have fully satisfied any and all obligations owed to you arising out of or relating to your employment with the Company or any other Released Party (including, without limitation, pursuant to the Offer Letter), and that, other than as expressly provided in this Agreement (or any other agreement referenced herein), no further sums, payments or benefits are owed to you by the Company or any of the Released Parties. You acknowledge and agree that you have not been provided any advice by the Company regarding the tax or withholding or deduction consequences of the payments and other benefits provided to you under this Agreement under any federal, state or local tax or withholding or deduction laws or regulations. You also acknowledge and agree that you will be solely responsible for the tax liabilities and consequences arising under any federal, state or local withholding or deduction laws or regulations that may result from the payments or benefits referenced in this Agreement. The Parties confirm and agree (i) that payment and provision of the Severance Benefits shall be made solely by the Company, and (ii) that Insperity shall have no obligation to pay or provide any such Severance Benefits hereunder.

13.Prospective Employer Inquiries. You agree to direct any inquiries from prospective employers to Deana Del Medico at Insperity by email at Deana.Delmedico@insperity.com, who shall respond by (i) advising the prospective employer that it is the Company's policy to provide information only as to dates of employment and last position held, and (ii) providing the foregoing information to your prospective employer (if so requested).

14.Entire Agreement. Except as expressly provided for herein (including with respect to the equity and severance arrangements set forth in Section 2), this Agreement, together with any schedules and exhibits hereto, and/or any other related plans, documents, agreements and/or other materials, any and all related equity, incentive pay and/or similar plan documents and/or materials, and the Confidentiality Agreement incorporated by reference herein, constitutes the entire agreement between you and the Company or any of the Released Parties regarding the subject matter hereof, and supersedes any and all prior or other agreements, arrangements, promises, representations or understandings, oral or written, relating thereto (including, without limitation, the Offer Letter); *provided, however*, that nothing herein shall replace, extinguish, or reduce your continuing obligations pursuant to any confidentiality, non-disclosure, non-competition, non-solicitation, no-hire, non-disparagement, intellectual property, inventions assignment, or other restrictive covenant agreement between you and the Company or any affiliate thereof, all of which obligations shall survive this Agreement and continue in full force and effect in accordance with their terms. You represent you have not relied on any statements or representations, oral or written, except as expressly set forth in this Agreement.

15.Modification; Severability. This Agreement may not be modified except in writing, signed by you and by a duly authorized officer of the Company. This Agreement shall be binding upon your heirs and personal representatives, and shall be binding upon, and shall inure to the benefit of, the successors and assigns of the Company. This Agreement is personal and may not be assigned by you. This Agreement may be freely assigned, in whole or in part, by the Company, and by signing below, you expressly consent to any such assignment. In the event that a court of competent jurisdiction shall determine that any provision of this Agreement or the application thereof is unenforceable in whole or in part because of the scope thereof, the Parties hereto agree that said court in making such determination shall have the power to reduce the scope of such provision to the extent necessary to make it enforceable, and that the Agreement in its reduced form shall be valid and enforceable to the full extent permitted by law. The provisions of this Agreement are severable and the invalidity of any one or more provisions shall not affect the validity of any other provision.

16.Governing Law. This Agreement shall be governed by and construed in accordance with the laws of New York, without regard to any conflict of law principles, as such laws are applied to agreements entered into and to be performed entirely within the state of New York. You expressly agree and consent to the personal jurisdiction and venue of the state and federal courts in New York for any actions, disputes, or proceedings relating to or arising out of this Agreement or your employment with the Company or separation thereof.

17.Each Party the Drafter. This Agreement, and the provisions contained in it, shall not be construed or interpreted for, or against, any Party because that Party drafted or caused that Party's legal representatives to draft any of its provisions. You agree that the terms of this Agreement, including the economic terms, have been individually negotiated.

18.Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.,* www.docusign.com) 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.

* * * * *

The undersigned has read the foregoing Agreement and accepts and agrees to the provisions it contains and hereby signs it freely, voluntarily, and with full understanding of its consequences.

ACCEPTED AND AGREED:

/s/ Shoshana Shendelman
Shoshana Shendelman

December 19, 2024
Date

ON BEHALF OF
APPLIED THERAPEUTICS, INC.

/s/ Teena Lerner, Ph. D
Name: Teena Lerner, Ph.D
Title: Director

December 19, 2024
Date