

## Licensing Agreement

This Licensing Agreement (“**Agreement**”), dated as of April 12, 2023 (the “**Effective Date**”), is by and between SANCILIO LLC, a Florida limited liability company, with offices located at 7851 SW Ellipse Way, Stuart, FL 34997 (“**Licensor**”), and ALTEMIA & COMPANY LLC, a Florida limited liability company, with offices located at [REDACTED] (“**Licensee**”) (collectively, the “**Parties**,” or each, individually, a “**Party**”).

WHEREAS, Licensor owns the entire right, title, and interest in and has the right to license to Licensee the Licensed IP; and

WHEREAS, Licensee wishes to practice the Licensed IP in connection with the Licensed Products and Licensor is willing to grant to Licensee a license to and under the Licensed IP on the terms and conditions set out in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms have the following meanings:

“**Action**” has the meaning set forth in Section 14.1.

“**Affiliate**” of a Person means any other Person that, at any time during the Term, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” for purposes of this Agreement means the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise, and “controlled by” and “under common control with” have correlative meanings.

“**Agreement**” has the meaning set forth in the preamble.

“**Auditor**” has the meaning set forth in Section 6.2(a).

“**Business Day**” means a day other than a Saturday, Sunday, or other day on which commercial banks in Florida are authorized or required by Law to be closed for business.

“**Confidential Information**” means all non-public, confidential, or proprietary information of Licensor or its Affiliates, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as “confidential” and includes the terms and existence of this Agreement and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, specifically: (a) the Licensed IP; (b) Licensor’s other unpatented inventions, ideas, methods, discoveries, know-how, trade secrets, unpublished patent applications, invention disclosures, invention summaries, and other confidential intellectual property; and (c) all notes, analyses,

compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for Licensee or its Affiliates that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.

Confidential Information does not include information that Licensee can demonstrate by documentation: (x) was already known to Licensee or its Affiliates without restriction on use or disclosure prior to the receipt of such information directly or indirectly from or on behalf of Licensor; (y) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, Licensee or its Affiliates; or (z) was received by Licensee or its Affiliates from a third party who was not, at the time, under any obligation to Licensor or any other Person to maintain the confidentiality of such information.

“**Effective Date**” has the meaning set forth in the preamble.

“**GAAP**” means International Financial Reporting Standards.

“**Governmental Authority**” means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory authority), commission, board, or bureau thereof, or any court, tribunal, or arbitrator.

“**Improvement**” means any modification of or improvement or enhancement to any Licensed Product or Licensed IP.

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“**Licensee’s Current Owners**” means (i) Sancilio, LLC, a Florida limited liability company, (ii) PBHC1, LLC, a Delaware limited liability company, and (iii) Mr. Bruce Crawford.

“**Licensed Know-How**” means any and all technical information, trade secrets, formulas, prototypes, specifications, directions, instructions, test protocols, procedures, results, studies, analyses, raw material sources, clinical trial data, manufacturing data, formulation or production technology, conceptions, ideas, innovations, discoveries, inventions, processes, methods, materials, machines, devices, formulae, equipment, enhancements, modifications, technological developments, techniques, systems, tools, designs, drawings, plans, software, documentation, data, programs, and other knowledge, information, skills, and materials owned or controlled by Licensor pertaining to the SCD Assets and useful in the manufacture, sale, or use of the Licensed Products.

“**Licensed IP**” means all the intellectual property and third party contract rights pertaining to the SCD Assets developed by Licensor or through its wholly-owned subsidiary Clearway Global, LLC, including but not limited to Licensed Know-How and Licensed Patents.

“**Licensed Patents**” mean the patents and patent applications listed in Schedule I together with all patents that issue therefrom, substitutions, reissues, re-examinations, and renewals of any of the foregoing.

“**Licensed Product(s)**” means the Sickle Cell Medical Food and the 505B2 drug targeting the pediatric orphan market and any other products the Parties may agree to in writing from time to time (a) the manufacture, use, offer for sale, sale, or importation of which by Licensee would, but for this Agreement, infringe a Valid Claim and (b) that incorporate or use any element of the Licensed IP in its design or manufacture.

“**Licensee**” has the meaning set forth in the preamble.

“**Licensor**” has the meaning set forth in the preamble.

“**Losses**” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers.

“**Net Sales**” means the gross amount invoiced by Licensee or any of its Affiliates to any third party for the sale to such third party of Licensed Products less the sum of the following deductions and offsets that are actually incurred, allowed, accrued, paid, or taken and are allocated with respect to such sale or distribution, but solely to the extent that such deductions or offsets are not otherwise recovered by or reimbursed to Licensee or the applicable Affiliate: (a) discounts allowed in amounts customary in the trade; (b) sales, tariff duties, and use taxes directly imposed and with reference to particular sales; (c) outbound transportation prepaid or allowed; and (d) amounts allowed or credited on returns. No deductions from Net Sales may be made for commissions paid to individuals whether they are with independent sales agencies or regularly employed by Licensee and on its payroll, or for cost of collections. Licensed Products will be considered “sold” at the earlier of: (x) when such Licensed Product is shipped to the third-party purchaser; or (y) when billed or invoiced.

All calculations of Net Sales must be in accordance with GAAP and based on, or valued as if based on, bona fide arms’ length transactions and not on any bundled, loss-leading, or other blended or artificial selling or transfer price. Transfers of Licensed Products to an Affiliate for internal use (but not resale) by the Affiliate will be treated as sales by Licensee at Licensee’s list price. Net Sales do not include sales or transfers by Licensee to its Affiliates for resale.

Where Licensed Products are transferred or otherwise disposed of without consideration or with nominal consideration including for Licensee’s internal use, Net Sales will be calculated based on the fair market price of the Licensed Product in the country of such transfer or disposition.

“**Party**” has the meaning set forth in the preamble.

“**Person(s)**” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“**Representatives**” means a Party’s employees, officers, directors, consultants, and legal advisors.

“**Royalty**” has the meaning set forth in Section 5.1.

“**SCD Assets**” mean the Licensor’s Sickle Cell Disease assets, consisting of all existing intellectual property (including patents filed as per Schedule I or proprietary knowledge), formulas and all supportive data, research, contracts, knowhow for both the Sickle Cell Medical Food and the 505B2 drug targeting the pediatric orphan market, data associated with both products, trademarks, supplier relationships, clinical trial data and inventory. The SCD Assets also include all of Licensor’s rights under contracts with third parties pertaining to any of the foregoing as well as the BMG Binding Letter of Intent, including an agreement that generates milestone payments and the right to receive an 11% royalty on sales of the Sickle Cell Medical Food in BMG’s assigned territory.

“**Sell-Off Period**” has the meaning set forth in Section 15.4(b).

“**Subsidiary**” of a Person means a corporation, partnership, limited liability company, or other business entity that is controlled by such Person, and “control” has the meaning given to it in the definition of “Affiliate.”

“**Term**” has the meaning set forth in Section 15.1.

“**Valid Claim**” means, on a country-by-country basis, a claim of an unexpired issued or granted Licensed Patent as long as the claim has not been admitted by Licensor or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

## 2. Grant.

2.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor, on behalf of itself and its Affiliates, hereby grants to Licensee during the Term a worldwide, nontransferable, non-sublicensable, exclusive right and license under the Licensed IP to make, have made, use, offer to sell, sell, and import Licensed Products.

2.2 No Laundering. The right and license granted to Licensee and its Affiliates hereunder are intended to cover only bona fide products or services of Licensee and its Affiliates and do not cover any activity of or arrangement with any third party for the primary purpose of extending rights under the Licensed IP to such third party or to cover such third party’s products. Without limiting the foregoing, Licensee shall not “have made” any Licensed Products from designs owned by any unlicensed third party solely for resale to or on behalf of such third party.

2.3 Limited Grant. Except for the rights and licenses granted by Licensor under this Section 2, this Agreement does not grant to Licensee or any of its Affiliates or any other Person any right, title, or interest by implication, estoppel, or otherwise. Without limiting the foregoing, nothing in this Agreement grants by implication, estoppel, or otherwise, any right, title, or interest in, to, or under any patents owned or controlled by Licensor or any of its Affiliates other than Licensed Patents. All rights, titles, and interests not specifically and expressly granted by Licensor hereunder are hereby reserved.

3. Transfer of Licensed IP. Promptly after the Effective Date, Licensor shall disclose the Licensed IP to Licensee in such form and media as may be reasonably requested by Licensee. For the avoidance of doubt, all Licensed IP disclosed to Licensee hereunder is the Confidential Information of Licensor and subject to the confidentiality and non-disclosure obligations under Section 11, and Licensee's use of any documentation, materials, or other information concerning the Licensed IP provided under this Section 3 is subject to the terms and conditions of this Agreement, including the scope of the license granted under Section 2.

4. Licensee Improvements. Licensee hereby grants to Licensor a non-exclusive, worldwide, royalty-free, license, with the right to grant sublicenses, to any of its Improvements and to and under all patents and patent applications owned or controlled by Licensee or its Affiliates claiming any Improvements.

5. Royalties.

5.1 Royalty.

(a) In consideration of the rights and licenses granted under this Agreement, Licensee shall make annual royalty payments ("**Royalty**") to Licensor according to the following royalty schedule ("**Royalty Schedule**"):

**Royalty Schedule**

Annual Net Sales	Royalty Percentage
Up to \$15M	2%
\$15-35M	4%
\$35-75M	6%
\$75-125M	8%
>\$125M	10%

(b) Royalty payments will continue to be required following an acquisition of Licensee company, in which case the Licensee or its Acquiror is required to make, all required Royalty payments on a pro rata basis to Licensee's Current Owners (based on their respective percentage ownership interest of Licensee on the Effective Date) .

5.2 Taxes. Royalty and other sums payable under this Agreement are exclusive of taxes. Licensee will be responsible for all sales, use, excise, and value added taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local Governmental Authority on any amounts payable by Licensee hereunder, and shall pay all Royalty and other sums payable hereunder free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding is required by law, Licensee shall pay to Licensor such sum as will, after the deduction or withholding has been made, leave Licensor with the same amount as it would have been entitled to receive without any such requirement to make a deduction or withholding.

5.3 Payment Terms.

(a) Licensee shall pay all Royalty within thirty (30) days of the end of each calendar year. Licensee shall make all payments in US dollars by wire transfer of immediately available funds to a bank account to be designated in writing by Licensor.

(b) If payments are not received by Licensor when due, Licensee shall pay to Licensor interest on the overdue payment from the date such payment was due to the date of actual payment at a rate of one and one half percent (1.5%) per month, or if lower, the maximum amount permitted under applicable Law.

6. Records and Audit.

6.1 Records. Licensee shall keep complete and accurate records of its sales, transfers, and other dispositions of Licensed Product necessary for the calculation of payments to be made to Licensor hereunder. Licensee shall maintain such records for duration of the term of this Agreement and for a period of one (1) year following expiration or termination of this Agreement.

6.2 Audit.

(a) Licensor, at its own expense, may at any time within one (1) year after receiving any Payment Statement from Licensee, nominate an independent certified public accountant (“**Auditor**”) whom Licensee shall permit to have access to Licensee’s records during Licensee’s normal business hours for the purpose of verifying all payments made under this Agreement.

(b) Licensor shall provide to Licensee a copy of the Auditor’s audit report within ten (10) Business Days of Licensor’s receipt of the report. If the report shows that payments made by Licensee are deficient, Licensee shall pay Licensor the deficient amount plus interest on the deficient amount within twenty (20) Business Days after Licensee’s receipt of the audit report. If payments made by Licensee are found to be deficient by more than three percent (3%), Licensee shall pay for the cost of the audit.

7. Patent Prosecution and Maintenance. For each patent and patent application included within the Licensed Patents, Licensor will be solely responsible for, and make all decisions

concerning, the preparation, filing, prosecution, and maintenance thereof. Licensee shall reimburse Licensor for all reasonable expenses incurred by Licensor in connection with the maintenance and prosecution of the Licensed Patents after the Effective Date. Licensee shall pay these expenses within twenty (20) Business Days of Licensee's receipt of Licensor's invoice and these payments will be non-refundable and non-creditable against any other payments made under this Agreement.

8. Challenges to Licensed Patents. Neither Licensee nor any of its Affiliates shall institute or actively participate as an adverse party in, or otherwise provide material support to, any legal action or administrative proceeding to invalidate or limit the scope of any Licensed Patent claim or obtain a ruling that any Licensed Patent claim is unenforceable or not patentable or that any Licensed Product does not infringe one or more claims of any Licensed Patent.

9. Enforcement; Third-Party Infringement Claims.

9.1 Notice of Infringement or Third-Party Claims. If (a) either Party believes that any Licensed IP is being infringed or misappropriated by a third party, or (b) if a third party alleges that any Licensed Patent is invalid or unenforceable, or claims that a Licensed Product, or its use, development, manufacture, or sale infringes such third party's intellectual property rights, the Party possessing such belief or awareness of such claims shall promptly provide written notice to the other Party and provide it with all details of such infringement or claim, as applicable, that are known by such Party.

9.2 Right to Bring Action or Defend.

(a) Licensor has the sole right and discretion to bring an infringement or misappropriation action concerning any Licensed IP, defend any declaratory judgment action concerning any Licensed IP, and take any other lawful action reasonably necessary to protect, enforce, or defend any Licensed IP, and control the conduct thereof and attempt to resolve any claims relating to any Licensed IP, including by (a) prosecuting or defending any *inter partes* review, post-grant review, covered business method patent review, opposition, derivation, interference, declaratory judgment, federal district court, US Patent and Trademark Office, US International Trade Commission, or other proceeding of any kind, and (b) taking any other lawful action that Licensor, in its sole discretion, believes is reasonably necessary to protect, enforce, or defend any Licensed IP. Licensor has the right to prosecute or defend any such proceeding in Licensor's own name or, if required by applicable Law or otherwise necessary or desirable for such purposes, in the name of Licensee and may join Licensee as a party. Licensor shall bear its own costs and expenses in all such proceedings and have the right to control the conduct thereof and be represented by counsel of its own choice therein.

(b) Licensee shall and hereby does irrevocably and unconditionally waive any objection to Licensor's joinder of Licensee to any proceeding described in Section 9.2(a) on any grounds whatsoever, including on the grounds of personal jurisdiction, venue, or *forum non conveniens*. If Licensor brings or defends any such proceeding, Licensee shall cooperate in all respects with Licensor in the conduct thereof, and assist

in all reasonable ways, including having its employees testify when requested, and make available for discovery or trial exhibit relevant records, papers, information, samples, specimens, and the like, at Licensee's own cost.

9.3 Recovery and Settlement. If Licensor undertakes the enforcement or defense of any Licensed Patent:

(a) any recovery, damages, or settlement derived from such suit, action, or other proceeding will be retained in its entirety by Licensor; and

(b) Licensor may settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, without the prior written approval of Licensee concerning the Licensed IP.

9.4 If any suit, action, or other proceeding alleging invalidity or non-infringement of any Licensed Patent is brought against Licensee, Licensor, at its option, will have the right to intervene and take over the sole defense of the suit, action, or other proceeding at its own expense.

## 10. Compliance with Laws.

10.1 Patent Marking. Licensee shall comply with the patent marking provisions of 35 USC § 287(a) by marking all Licensed Products with the word "patent" or the abbreviation "pat." and either the numbers of the relevant Licensed Patents or a web address that is freely accessible to the public and that associates the Licensed Products with the relevant Licensed Patents. Licensee shall also comply with the patent marking Laws of the relevant countries.

10.2 Export Compliance. Licensee shall not, directly or indirectly, export or re-export the Licensed Products (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of any applicable Laws.

## 11. Confidentiality.

11.1 Confidentiality Obligations. Licensee (the "**Receiving Party**") acknowledges that in connection with this Agreement it will gain access to Confidential Information of Licensor (the "**Disclosing Party**"). As a condition to being provided with Confidential Information, the Receiving Party shall, during the Term and for five (5) years thereafter:

(a) not use the Disclosing Party's Confidential Information other than as strictly necessary to perform its obligations under this Agreement; and

(b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 11.2, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

- (i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights concerning the Confidential Information, under this Agreement;
- (ii) have been apprised of this restriction; and
- (iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in this Section 11.1, provided further that the Receiving Party will be responsible for ensuring its Representatives' compliance with, and will be liable for any breach by its Representatives of, this Section 11.1.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby.

11.2 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

- (a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under Section 11; and
- (b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance under Section 11, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

## 12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other party that as of the Effective Date:

- (a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and

(d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

12.2 Licensee Representation and Warranties. Licensee represents and warrants that it has not received any notice or threat of any claim, suit, action, or proceeding, and has no knowledge or reason to know of any information, that could: (a) invalidate or render unenforceable any claim of any Licensed Patent; (b) prove that the Licensed Products are not covered by any claim of any Licensed Patent; or (c) cause any claim of any Licensed Patent to fail to issue or be materially limited or restricted as compared with its currently pending scope.

12.3 Licensor Representations and Warranties. Licensor represents and warrants that, to Licensor's knowledge: (a) Licensor is the owner of the entire right, title, and interest in and to the Licensed IP; and (b) Licensor has not granted to any third party any licenses or other rights under the Licensed IP that are in conflict with the terms and conditions of this Agreement. For purposes of this Section 12.3, "Licensor's knowledge" means the good faith understanding of the facts and information in the possession of Licensor's officers as of the Effective Date, but without any duty to conduct any investigation with respect to such facts and information.

12.4 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 12.3, LICENSOR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, CONCERNING THE VALIDITY, ENFORCEABILITY, AND SCOPE OF THE LICENSED PATENTS, THE ACCURACY, COMPLETENESS, SAFETY, USEFULNESS FOR ANY PURPOSE, OR LIKELIHOOD OF SUCCESS (COMMERCIAL, REGULATORY OR OTHER) OF THE LICENSED PRODUCTS, LICENSED KNOW-HOW, AND ANY OTHER TECHNICAL INFORMATION, TECHNIQUES, MATERIALS, METHODS, PRODUCTS, PROCESSES, OR PRACTICES AT ANY TIME MADE AVAILABLE BY LICENSOR, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, LICENSOR WILL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF A LICENSED PRODUCT, OR THE PRACTICE OF THE LICENSED PATENTS; (B) THE USE OF OR ANY ERRORS OF OMISSIONS IN ANY KNOW-HOW, TECHNICAL INFORMATION, TECHNIQUES, OR PRACTICES DISCLOSED BY LICENSOR; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

13. Exclusion of Consequential and Other Indirect Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSOR WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14. Indemnification.

14.1 Licensee Indemnification. Licensee shall indemnify, defend, and hold harmless Licensor and its Affiliates, and each of Licensor's and its Affiliates' respective officers, directors, employees, agents, successors, and assigns against all Losses arising out of or resulting from any third party claim, suit, action, or other proceeding related to or arising out of or resulting from (a) Licensee's breach of any representation, warranty, covenant, or obligation under this Agreement, or (b) use by Licensee of Licensed IP, or (c) any use, sale, transfer, or other disposition by Licensee of Licensed Products or any other products made by use of Licensed IP (each an "**Action**").

14.2 Indemnification Procedure. Licensor shall notify Licensee in writing of any Action and cooperate with Licensee at Licensee's sole cost and expense. Subject to Section 9, Licensee shall immediately take control of the defense and investigation of the Action and shall employ counsel reasonably acceptable to Licensor to handle and defend the Action, at Licensee's sole cost and expense. Licensee shall not settle any Action in a manner that adversely affects the rights of Licensor or its Affiliates without Licensor's or its Affiliates' prior written consent. Licensor's or its Affiliates' failure to perform any obligations under this Section 14.2 will not relieve Licensee of its obligation under Section 14 except to the extent Licensee can demonstrate that it has been materially prejudiced as a result of the failure. Licensor and its Affiliates may participate in and observe the proceedings at their own cost and expense with counsel of their own choosing.

15. Term and Termination.

15.1 Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 15.2, will continue in full force and effect until the last of the Licensed Patents has expired (the "**Term**").

15.2 Termination for Cause. Licensor may terminate this Agreement immediately by giving written notice to Licensee if:

(a) Licensee fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than thirty (30) days after Licensor's written notice to make such payment, including the payment of interest in accordance with Section 5.3(b);

(b) Licensee breaches this Agreement (other than through a failure to pay any amounts due under this Agreement) and, if such breach is curable, fails to cure such breach within ninety (90) days of Licensor's written notice of such breach;

(c) Licensee, or any of its parent companies or affiliates: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; or (iii) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business;

(d) Licensee solicits offers for the purchase of Licensee company with the intention to enter into a binding agreement for sale without the written consent of Licensor for a period of twenty-four (24) months from the Effective Date.

15.3 Termination and Contribution of Licensed IP Upon Certain Conditions. Upon the following condition occurring, Licensor shall assign and convey to Licensee all of Licensor's ownership interest in all of the Licensed IP and this Agreement shall be terminated except that Licensee or its successor shall remain obligated to make Royalty payments in accordance with the Royalty Schedule set forth in Section 5.1 for the balance of the original term of this Agreement. Such condition for purposes of the foregoing is the successful listing of Licensee or its affiliates on NASDAQ, NYSE, ASX, or OTCQX.

For the avoidance of doubt, if this Agreement is terminated by Licensor under Section 15.2 prior to condition set forth above, then this Section 15.3 will be void and of no further force and effect.

15.4 Effect of Termination.

(a) Within thirty (30) days after termination of this Agreement under Section 15.2 or expiration of this Agreement under Section 15.1, Licensee shall: (i) submit a Payment Statement to Licensor, and any payments due Licensor will become immediately payable with submission of the final Payment Statement; (ii) immediately cease all activities concerning the development, marketing, or distribution of the SCD Assets, including all practice and use of the Licensed IP, except as expressly permitted under Section 15.4(b); (iii) all rights with respect to the Licensed IP will revert to Licensor; and (iv) (A) return to Licensor all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on Confidential Information; (B) permanently erase such Confidential Information from its computer systems; and (C) certify in writing to Licensor that it has complied with the requirements of this Section 15.4(a).

(b) For a period of one hundred eight (180) days after expiration or termination of this Agreement (the “**Sell-Off Period**”), Licensee will have the right to sell or otherwise dispose of all existing Licensed Products in its possession and to complete the manufacture of and sell all Licensed Products in the course of manufacture as of the effective date of such expiration or termination. Licensee shall ensure that all sales of Licensed Products during the Sell-Off Period are in accordance with the applicable terms and conditions of this Agreement, including the Royalty and reporting obligations under Section 5.

15.5 Survival. The rights and obligations of the Parties set forth in this Section 15.5 and Section 1 (Definitions), Section 5 (Royalties), Section 8 (Challenges to Licensed Patents), Section 11 (Confidentiality), Section 12 (Representations and Warranties), Section 14 (Indemnification), Section 15.4 (Effect of Termination), and Section 16 (Miscellaneous), and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

16. Miscellaneous.

16.1 Force Majeure. Licensor will not be in default by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to any circumstance or cause beyond its reasonable control, including strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning.

16.2 Further Assurances. Each Party shall, upon the reasonable request of the other party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

16.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither Party has authority to contract for or bind the other party in any manner whatsoever.

16.4 No Public Statements. Neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other party.

16.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and sent to the respective Party at the addresses indicated above (or at such other address for a Party as may be specified in a notice given in accordance with this Section).

Notices sent in accordance with this Section 16.5 will be deemed effective: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission), if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the fifth (5<sup>th</sup>) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

16.6 Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” will be deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; and (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Schedules refer to the Sections of and Schedules attached to this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

16.7 Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.8 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Schedules; and (b) second, the Schedules to this Agreement as of the Effective Date.

16.9 Assignment. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor’s prior written consent, which consent Licensor may give or withhold in its sole discretion. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee (regardless of whether Licensee is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor’s prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.9 is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee’s consent. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

16.10 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

16.11 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.12 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.13 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Florida, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

(b) Any action, suit, or other proceeding arising out of or related to this Agreement, the licenses granted hereunder, or the validity or enforceability or scope of any Licensed Patent claim, or whether a Licensed Product infringes a Valid Claim, or Licensee's obligations concerning the Licensed Know-How must be instituted exclusively in the United States District Court for the Southern District of Florida or the courts of the State of Florida in the County of Martin. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein will be effective service of process for any action, suit, or other proceeding brought in any such court.

16.14 Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury for any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

16.15 Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.16 Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either Party against the other Party arising out of or related to this Agreement, the prevailing Party will be entitled to recover its actual attorneys' fees and court costs from the non-prevailing Party.

16.17 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which assigned PDF copy is attached) will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

*[SIGNATURE PAGE FOLLOWS]*

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

SANCILIO, LLC, a Florida Limited Liability Company

By DocuSigned by:  
Fred Sancilio

Name: Fred Sancilio

Title: Manager

ALTEMIA & COMPANY LLC, a Florida limited liability company

By DocuSigned by:  
Fred Sancilio

Name: Fred Sancilio

Title: Manager

## **SCHEDULE I**

### **LICENSED PATENTS**

European Patent Application No. 21717271.7 (based on PCT/US2021/021879) Title: "A COMPOSITION COMPRISING DOCOSAHEXAENOIC ACID AND EGG YOLK SUITABLE FOR SICKLE CELL DISEASE TREATMENT," together with any United States or other foreign counterparts of such patent applications and patents now existing or hereafter arising, including, without limitation, all national phase applications associated with the foregoing application, and including, without limitation, U.S. patent application 17/910,487.