

THIRD AMENDMENT TO COMMERCIALIZATION AND SUPPLY AGREEMENT

This Third Amendment to Commercialization and Supply Agreement (the “**Amendment**”) is made as of September 25, 2023, by and between medac GmbH, a *Gesellschaft mit beschränkter Haftung* organized and existing under the laws of Germany (“**medac**”), Medexus Pharma, Inc., a corporation existing under the laws of the state of Delaware (“**Medexus**”), and Medexus Pharmaceuticals Inc., a corporation existing under the federal laws of Canada (“**Parent**”). medac, Medexus, and Parent are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Parties entered into that certain Commercialization and Supply Agreement as of February 2, 2021 (the “**Original Agreement**”) as amended by the First Amendment to Commercialization and Supply Agreement dated as of September 30, 2021 (the “**First Amendment**”), and as further amended by the Second Amendment to Commercialization and Supply Agreement dated as of August 1, 2022 (the “**Second Amendment**”; the Original Agreement as amended by the First Amendment and the Second Amendment is referred to herein as the “**Agreement**”);

WHEREAS, the FDA issued an acknowledge incomplete response letter to medac regarding the Initial NDA on September 15, 2022 (the “**AIRL**”);

WHEREAS, on December 14, 2022, representatives from medac and Medexus attended a meeting with the FDA to discuss, among other things, the AIRL, the official minutes of which were provided to medac on December 21, 2022 (the “**Meeting Minutes**”); and

WHEREAS, pursuant to the AIRL and the Meeting Minutes, the FDA is requiring medac to provide certain source documentation concerning bone marrow data in order for FDA Approval of the Initial NDA to be granted; and

WHEREAS, the Parties desire to amend the Agreement to extend the Extended FDA Approval Outside Date to enable continued pursuit of FDA Approval of the Initial NDA in accordance with the commercialization structure contemplated by the Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual provisions set forth in this Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Defined Terms.** Capitalized terms used but not defined herein have the respective meanings assigned to them in the Agreement.
2. **Extended FDA Approval Outside Date and Amendment to Section 1.49.** The Parties agree that the Extended FDA Approval Outside Date is applicable for all purposes under the Agreement. In addition, Section 1.49 of the Agreement is hereby amended and restated in its entirety as follows:

“**Extended FDA Approval Outside Date**” shall mean [redacted], or such other date as the Parties may agree.

3. **Amendment to Section 3.1.3.** The first paragraph of Section 3.1.3 of the Agreement is hereby amended and restated in its entirety as follows (for the avoidance of doubt, subclauses (i), (ii) and (iii) of Section 3.1.3 as set forth in the First Amendment shall remain in full force and effect and are not modified by this Amendment):

3.1.3 Further Agreements. medac’s primary regulatory objective under this Agreement is to obtain the FDA Approval [redacted: conditions] for the Product, based on the submitted data set including written response to issues contained in the Initial NDA with a revised target PDUFA date to be determined by the FDA, and an Extended FDA Approval Outside Date of [redacted]. If, however: [redacted: conditions], or (c) the FDA has notified either Party on or prior to the Extended FDA Approval Outside Date that it will not grant Regulatory Approval of the Initial NDA [redacted: conditions] without the receipt of additional Information that is (x) owned by medac, (y) planned to be generated by medac (“**Planned Available Information**”) as described in the development plan set forth in Schedule 3.1.3 (the “**Development Plan**”), or (z) additional Information that is not Planned Available Information (“**Additional Information**”), then this Section 3.1.3 shall be applicable and [redacted: commercially sensitive information]. The Parties agree that [redacted: commercially sensitive information] constitutes [redacted: commercially sensitive information] for purposes of this Agreement.

4. Amendment to Section 3.1.3(iii). Section 3.1.3(iii) of the Agreement is hereby amended and restated in its entirety as follows:

(iii) (a) If, after September 25, 2023 (the “**Third Amendment Effective Date**”) and prior to the earlier of (x) the date medac receives a complete response letter or other indication that the Initial NDA is non-approvable (as agreed by the Parties) with an approval satisfying the requirement for a Regulatory Milestone Payment under Section 6.1.2(iii)(a) or Section 6.1.2(iii)(b) and (y) the Extended FDA Approval Outside Date, the FDA issues to medac an *acknowledgement of receipt* letter (the “**Acceptance Letter**”) stating the resubmission of the Initial NDA made after the Third Amendment Effective Date is a complete response addressing all the deficiencies in the complete response letter issued by the FDA to medac on July 30, 2021, the Parties shall negotiate in good faith mutually agreeable adjustments to the value of all unpaid Regulatory Milestone Payments and Sales Milestone Payments to reflect changes in the perceived value of the Product including as a result of increases or decreases in patient population, changes in treatment landscape, changes in competition and changes in market access, as a result of the delay of FDA Approval and the additional burden on Medexus with respect to allocation of the risk of the payment of a portion of the development costs. The Parties shall initiate such good faith negotiations promptly following the date of the Acceptance Letter. If the Parties cannot, after attempting in good faith, agree to any such adjustments to the value of unpaid Regulatory Milestone Payments and Sales Milestone Payments, and the resulting amendment to this Agreement (“**Further Amendment**”), within [redacted] days after the date on which medac delivers a copy of the Acceptance Letter to Medexus, either Party may terminate this Agreement by delivering notice to the other Parties; *provided, however*, that, in the event Medexus terminates this Agreement pursuant to this Section 3.1.3(iii)(a), Medexus shall retain the Amendment Payment, and in the event medac terminates this Agreement, medac will refund Medexus [redacted: dollar amount], and Medexus shall retain the Amendment Payment. In either case, following termination of this Agreement, medac may pursue negotiations with a third party regarding the subject matter of this Agreement.

(b) Notwithstanding Section 3.1.3(iii)(a), if, after the Third Amendment Effective Date, Medexus or medac receives a complete response letter or

other indication that the Initial NDA is non-approvable (as agreed by the Parties) with an approval satisfying the requirement for a Regulatory Milestone Payment under Section 6.1.2(iii)(a) or Section 6.1.2(iii)(b), or the Initial NDA is not otherwise approved by the Extended FDA Approval Outside Date, the Parties will meet to discuss the best way to proceed and amend this Agreement with respect to one of the following courses of action: (1) the Parties will continue the current commercialization structure (i.e., medac is generally responsible for Manufacturing the Product, Medexus is generally responsible for Exploitation of the Product in the Medexus Territory and regulatory responsibilities are generally as set forth in Section 3.1.1), and medac shall continue paying for those costs set forth in the Development Plan, and Medexus shall continue making Regulatory Milestone Payments, as applicable, *provided* that the Parties shall adjust the value of Regulatory Milestone Payments and Sales Milestone Payments to reflect changes in the perceived value of the Product including as a result of increases or decreases in patient population, changes in treatment landscape, changes in competition and changes in market access, as a result of the delay of FDA Approval; or (2) the Parties will negotiate a co-development agreement, which shall contemplate that both costs and risk associated with pursuit of FDA Approval will be shared by the Parties, and Medexus shall continue making Regulatory Milestone Payments, as applicable, *provided* that the Parties shall adjust the value of Regulatory Milestone Payments and Sales Milestone Payments to reflect changes in the perceived value of the Product including as a result of increases or decreases in patient population, changes in treatment landscape, changes in competition and changes in market access, as a result of the delay of FDA Approval and the additional burden on Medexus with respect to allocation of the risk of the payment of a portion of the development costs. If the Parties cannot, after attempting in good faith, agree to one of the foregoing courses of action described in this Section 3.1.3(iii)(b), and the resulting amendment to this Agreement, within [redacted] days after the earlier of: (x) the receipt after the Third Amendment Effective Date of a complete response letter, (y) the agreement of the Parties after the Third Amendment Effective Date that the Initial NDA is non-approvable, or (z) the Extended FDA Approval Outside Date, either Party may terminate this Agreement by delivering notice to the other Parties; provided, however, that, in the event Medexus terminates this Agreement pursuant to this Section 3.1.3(iii)(b), Medexus shall retain the Amendment Payment, and in the event medac terminates this Agreement, medac will refund Medexus [redacted: dollar amount], and Medexus shall retain the Amendment Payment. In either case, following termination of this Agreement, medac may pursue negotiations with a third party regarding the subject matter of this Agreement.

5. **Amendment to Section 6.1.5.** Section 6.1.5 of the Agreement is hereby amended and restated in its entirety as follows:

6.1.5 Milestone Notices. All payments due to medac under Section 6.1.2(i) and Section 6.1.2(ii) have been paid. medac shall notify Medexus promptly of the occurrence of any event specified in Section 6.1.2(iii), and Medexus shall notify medac promptly of the occurrence of any event specified in Section 6.1.3, and in each case no later than [redacted] days after the occurrence of each such event. Together with its notice with respect to any event specified in Section 6.1.2(iii), and following its receipt of notice from Medexus of the occurrence of any event specified in Section 6.1.3, medac shall issue an invoice for the relevant Regulatory Milestone Payment or Sales Milestone Payment, as applicable, in Dollars, which amount shall be subject to adjustment in accordance with Section 6.3. Medexus shall pay the amount due pursuant to such invoices within [redacted] days of issuance (which, for clarity, includes any invoice in

respect of repayment of the Amendment Payment pursuant to Section 2 of the First Amendment). Notwithstanding the foregoing or anything to the contrary in this Agreement or otherwise, Medexus shall have no obligation to pay any Regulatory Milestone Payment earlier than the effective date of the Further Amendment (if any). Such invoices shall be sent via email addressed to Medexus at the address set forth in Section 15.7.2 or such other email address as Medexus may provide to medac from time to time for purposes of payment of Milestone Payments.

6. **Additional Amendments to Agreement.** The Parties acknowledge and agree that FDA Approval of the Product has been delayed beyond the date hereof, and certain terms and provisions of the Agreement that provided for actions to be commenced, or Minimum Amounts of Product to be purchased or Manufactured, or reports to be sent based on anticipated marketing and sales of the Product with reference to the Effective Date may need to be postponed. The Parties shall discuss in good faith adjustments to the dates by which such certain activities are to commence that are determined in the Agreement with reference to the Effective Date in a manner that preserves the original intent of the Parties as much as possible regarding advance planning. The sections of the Agreement containing such terms and provisions include but are not limited to [redacted].
7. **Agreement in Full Force and Effect.** Except as and to the extent expressly modified by this Amendment, the Agreement shall remain in full force and effect in all respects.
8. **Counterparts; Facsimile Execution.** This Amendment may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be executed by facsimile or electronically transmitted signatures and such signatures shall be deemed to bind each Party hereto as if they were original signatures.
9. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of Delaware, excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

[Signature page follows.]

The parties have executed and delivered this Amendment as of the date indicated in the first sentence of this Amendment.

MEDAC GMBH

By: “[redacted]”
Name: [redacted]
Title: [redacted]

By: “[redacted]”
Name: [redacted]
Title: [redacted]

MEDEXUS PHARMA, INC.

By: “Ken d’Entremont”
Name: Ken d’Entremont
Title: Executive Chairman

MEDEXUS PHARMACEUTICALS INC.,
as guarantor of the payment and performance
of the obligations of Medexus

By: “Ken d’Entremont”
Name: Ken d’Entremont
Title: Chief Executive Officer

Schedule 3.1.3A

[redacted]