

AMENDMENT #2 TO SECOND AMENDED AND RESTATED CONTRACT MANUFACTURING AND SUPPLY AGREEMENT

This Amendment #2 to Second Amended and Restated Contract Manufacturing and Supply Agreement (this “Amendment”) is made as of November 28th, 2024, by and between Medexus Pharmaceuticals Inc. (as successor to Pediapharm Inc.), a corporation existing under the federal laws of Canada (“Medexus”), medac GmbH, a Gesellschaft mit beschränkter Haftung organized and existing under the laws of Germany (“Seller”), and Medexus Pharma, Inc. (as successor to medac Pharma, Inc.), a Delaware corporation (the “Company”) (each a “Party” and collectively, the “Parties”).

WHEREAS, the Parties entered into that certain Second Amended and Restated Contract Manufacturing and Supply Agreement dated as of October 16, 2018 between Seller, Medexus, and the Company (as amended, amended and restated, supplemented, and otherwise modified from time to time, including by the Amendment to Second Amended and Restated Contract Manufacturing and Supply Agreement dated June 27, 2022, the “Rasuvo Supply Agreement”); and

WHEREAS, the Parties desire to enter into this Amendment to amend the Rasuvo Supply Agreement as set forth in herein pursuant to Section 15.8 of the Rasuvo Supply 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. Rasuvo Supply Agreement. Schedule 1 of the Rasuvo Supply Agreement is hereby amended and restated in its entirety as set forth on Schedule A to this Amendment.
2. Agreements in Full Force and Effect. Except as and to the extent expressly modified by this Amendment, the Rasuvo Supply Agreement shall remain in full force and effect in all respects.
3. Defined Terms. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Rasuvo Supply Agreement.
4. Counterparts. The Parties may execute this Amendment in multiple counterparts, each of which constitutes an original as against the Party that signed it, and all of which together constitute one agreement. This Amendment is effective upon delivery of one executed counterpart from each Party to the other Party. The signatures of all Parties need not appear on the same counterpart. The delivery of signed counterparts by facsimile or email transmission that includes a copy of the sending Party’s signature(s) is as effective as signing and delivering the counterpart in person.
5. Governing Law. The internal laws of Germany govern all matters arising out of or relating to this Amendment and all of the transactions it contemplates, including its validity, interpretation, construction, performance and enforcement and any disputes or controversies arising therefrom or related thereto.

[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]”
[redacted]
[redacted]

Date: November 28, 2024

By: “[redacted]”
[redacted]
[redacted]

Date: November 28, 2024

Medexus Pharmaceuticals Inc.

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

Date: November 28, 2024

Medexus Pharma, Inc.

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

Date: November 28, 2024

Schedule A

SCHEDULE 1: PRODUCT, PRICE, MINIMUM AMOUNTS, MINIMUM ORDER QUANTITIES

As part of the Manufacturing & Supply Agreement between medac GmbH, medac Pharma, Inc. and Pediapharm Inc.

PRODUCT	PRICE per unit*:	PRICE per unit*:
	Until the Second Amendment Effective Date	Following the Second Amendment Effective Date
Methotrexate pre-filled PEN for use in the FIELD (finished product)	\$[redacted]	\$[redacted]^
Methotrexate pre-filled PEN for use in the FIELD (sample product)	\$[redacted]	\$[redacted]

* Unit (finished product) = 1 Package of 4 Pens, plus VAT if applicable.

Unit (sample product) = 1 Pen, plus VAT if applicable.

^ Notwithstanding the foregoing or anything else to the contrary in this Agreement, in the event Medexus exercises its rights pursuant to Section 6.1.5 of that certain Commercialization and Supply Agreement as of February 2, 2021, as amended by the First Amendment to Commercialization and Supply Agreement dated as of September 30, 2021, and as further amended by the Second Amendment to Commercialization and Supply Agreement dated as of August 1, 2022, the Third Amendment to Commercialization and Supply Agreement dated as of September 25, 2023, and the Fourth Amendment to Commercialization and Supply Agreement dated as of November 28th, 2024, as the same may be further amended, supplemented or modified (the "Trecondi Agreement"), to defer any of the payments specified in such Section 6.1.5 of the Trecondi Agreement, then the PRICE per unit of finished product shall instead be \$[redacted] following the Second Amendment Effective Date.

The supply cost per unit will be exclusive of any VAT properly chargeable on the supply, and the amount of the VAT will be borne by Company in addition to any payment due under this Agreement at the time the supply is made. In the event that any VAT is imposed upon or imposed against medac GmbH, medac GmbH will promptly notify Company of the VAT amount on a valid VAT invoice. Upon receipt thereof, Company will promptly remit to medac GmbH the amount specified in such VAT invoice, and medac GmbH will make, or will cause to be made, any payments to the applicable Governmental Authorities as required under APPLICABLE LAW.

The Parties agree that the PRICE set in this Schedule shall be binding as long as the actual exchange rate of EURO and US Dollar (according to the European Central Bank) remains in the corridor between [redacted] and [redacted] USD/EUR (the "BASE RATE"). Should the actual exchange rate vary outside the BASE RATE on the day a payment is due, then the amount payable shall be adjusted by using an exchange rate, which is equal to the closest BASE RATE

*(Schedule A to Amendment #2 to Second Amended and Restated
Contract Manufacturing and Supply Agreement)*

threshold. Should the variance persist longer than 3 months, the Parties shall be entitled to recalculate and amend the prices accordingly.