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): **November 10, 2026**

NEXGEL, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-41173**	**26-4042544**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2150 Cabot Boulevard West, Suite B Langhorne, Pennsylvania	**19047**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(215) 702-8550**

(Former name or former address, if changed since last report)
Not Applicable

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, par value $0.001	NXGL	The Nasdaq Capital Market LLC
Warrants to Purchase Common Stock	NXGLW	The Nasdaq Capital Market LLC

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 1.01. Entry into a Material Definitive Agreement.

On November 10, 2026, NexGel, Inc., a Delaware corporation (the "***Company***"), entered into (i) Note Amendment and Conversion Agreements (the "***Conversion Agreements***") with holders (the "***Holders***") of its convertible promissory notes issued in April and May 2026 (the "***Notes***") representing approximately $14.125 million of the $14.885 million aggregate outstanding principal amount of the Notes, and (ii) a Securities Purchase Agreement (the "***Purchase Agreement***") with certain of the Holders and other accredited investors (the "***Investors***") for a private placement of common stock, par value $0.001 per share ("***Common Stock***"), and warrants (the "***New Capital Financing***"). Share and per-share amounts in this Current Report on Form 8-K (this "***Form 8-K***") give effect to the 1-for-20 reverse stock split effective October 12, 2026 (the "***Reverse Split***").

The transactions are part of a recapitalization that is intended to be followed by a strategic business combination (the "***Merger***"). The Company is currently considering a Merger with Fountainhead LifeSciences and its affiliates ("***Fountainhead***"), including Sequence LifeScience, Inc. ("***Sequence***") and NVISION Biomedical Technologies, Inc., in which Fountainhead's operating businesses would be combined with the Company in exchange for Common Stock. Sequence is wholly owned by Brian Kieser, the Company's Interim Chief Executive Officer and a director, and Mr. Kieser also has an interest in the other Fountainhead entities, so the proposed Merger would constitute a related party transaction. The Company has not entered into a definitive agreement for the Merger, and there is no assurance that it will do so or that the Merger will be completed.

Under the Conversion Agreements, the Common Stock issued to Fountainhead in the Merger is to represent no less than 45% and no more than 50% of the Company's fully diluted shares (as defined in the Conversion Agreements and excluding shares issued on conversion of Notes held by Sequence or Mr. Kieser), as finally determined by a to be created special committee of independent directors of the Company's Board of Directors (the "***Special Committee***") following an independent valuation and fairness opinion, and the Company will disclose a management incentive pool of approximately 6% of fully diluted shares. The Merger will require, among other things, a definitive agreement, approval of the Special Committee and the Board of Directors, and required stockholder and Nasdaq approvals.

Pursuant to the Conversion Agreements, each participating Holder irrevocably elected to convert 100% of its Notes into Common Stock at $5.50 per share ($0.275 before the Reverse Split) and to receive interest accrued through September 30, 2026 in Common Stock at $12.00 per share ($0.60 before the Reverse Split). The conversion will become effective only upon, and subject to, completion of the Merger and the other conditions in the Conversion Agreements, including the Special Committee's receipt of an independent valuation and fairness opinion, required stockholder and Nasdaq approvals, and receipt of executed agreements from all Holders other than Holders of up to $1.0 million of aggregate principal of the Notes (the "***Conversion Closing***"). The Notes continue to remain outstanding until the Conversion Closing. Interest accruing from October 1, 2026 is suspended and will not be payable if the Conversion Closing occurs.

Certain amendments took effect at signing of the Conversion Agreement and survive even if the Merger is not completed. The conversion price of the Notes was reduced to the lower of $5.50 per share and the reset price that would otherwise apply on the first anniversary of issuance under the Notes' existing terms, and the exercise price of the five-year warrants issued with the Notes (the "***Existing Note Warrants***") was reduced to $13.00 per share ($0.65 before the Reverse Split). A Holder that funds its full pro rata share of the New Capital Financing keeps its Existing Note Warrants; a Holder that does not will surrender them for cancellation, without consideration, at the Conversion Closing.

If the Merger is not consummated by March 31, 2027 (the "***Outside Date***," subject to one extension of up to 60 days by the Company and automatic extension while required stockholder or Nasdaq approvals are pending), the conversion elections terminate and the Notes remain outstanding on their existing terms at the amended conversion price, with their full-ratchet anti-dilution and reset protections reinstated; interest is reinstated retroactively to October 1, 2026 and paid in kind (or, at the Company's election, in Common Stock); and the Holders' forbearance described below ends.

Each Holder also consented to the New Capital Financing and the Merger, waived certain restrictions under the Notes and the related Purchase Agreement as to these transactions, irrevocably waived existing and potential events of default under the Notes (certain of which were previously disclosed in the Company's Quarterly Report on Form 10-Q for the quarter ended June 30, 2026), agreed not to take enforcement action through the Outside Date, and, effective at the Conversion Closing, released claims relating to the Notes and these transactions. Each Holder further agreed to support the transactions and to vote its securities in favor of proposals recommended by the Special Committee and the Board of Directors. Holders whose Notes convert will have a right to participate collectively in 25% of certain future equity financings for two years after the Conversion Closing. The Company agreed to offer identical conversion terms to all Holders, including Sequence and Mr. Kieser. Issuances are subject to a 4.99% beneficial ownership limitation and a Nasdaq exchange cap, with issuances above the cap subject to stockholder approval.

Under the Purchase Agreement, the Company agreed to sell shares of Common Stock at $5.50 per share ($0.275 before the Reverse Split), each with a five-year warrant to purchase one share at $10.00 per share ($0.50 before the Reverse Split), exercisable for cash only (the "***Warrants***"). $1 million minimum funding was required for the initial closing under the Purchase Agreement. Each Holder may purchase its pro rata share based on Note principal. The Company has received commitments for $1.276 million for the initial closing, including $732 thousand from Sequence. The Company intends to use the proceeds for working capital and transaction expenses and not to repay the Notes.

The Company engaged Alere Financial Partners, a division of Cova Capital Partners, LLC ("***Alere***"), as non-exclusive placement agent for the New Capital Financing. The Company agreed to pay Alere a cash fee of 8.0% of the gross proceeds received from investors introduced to the Company by Alere and to issue Alere five-year warrants to purchase shares of Common Stock equal to 8.0% of the shares sold to those investors, exercisable at the lower of the exercise or conversion prices of the securities sold in the financing. These percentages are reduced to 2.5% for both the cash fee and warrants on purchases by the Company's directors, officers, employees or affiliates (including Sequence and Mr. Kieser) and no fee or warrants are payable on purchases by existing security holders that Alere did not introduce. Based on the investors introduced by Alere, the Company expects to pay Alere a cash fee of $54.3 thousand and to issue warrants to purchase 9,878 shares at the initial closing.

If the Merger is not consummated by the Outside Date, the shares purchased in the New Capital Financing will be automatically exchanged, in reliance on Section 3(a)(9) of the Securities Act of 1933, as amended (the "***Securities Act***"), for unsecured convertible promissory notes (the "***Replacement Notes***") in the amount paid, with a 24-month maturity, 10% interest, a conversion price of $5.50 per share ($0.275 before the Reverse Split) and anti-dilution and reset provisions equivalent to those of the Notes. The Warrants would remain outstanding. Investors may not transfer the purchased shares until the earlier of the Merger and the exchange. The Company agreed to use commercially reasonable efforts to register the resale of the shares, the shares issuable on exercise of the Warrants and any shares issuable under the Replacement Notes following the earlier of the Merger and the exchange.

Directors, executive officers and affiliates of the Company, including Mr. Kieser and Sequence, hold Notes subject to the Conversion Agreements and have agreed or are expected to participate in the New Capital Financing on the same terms as the other Investors.

This summary does not purport to be complete and is qualified in its entirety by the full text of the form of Conversion Agreement, the form of Purchase Agreement, the form of Warrant and the form of Replacement Note, copies of which are attached hereto as Exhibits 10.1, 10.2, 4.1 and 4.2, respectively, and are hereby incorporated into this Form 8-K by reference.

The Conversion Agreements and the Purchase Agreement have been included solely to provide investors and security holders with information regarding their terms. They are not intended to be a source of financial, business or operational information, or to provide any other factual information, about the Company, the Holders, the Investors or their respective subsidiaries or affiliates. The representations, warranties and covenants contained in those agreements are made only for purposes of those agreements and are made as of specific dates; are solely for the benefit of the parties (except as specifically set forth therein); may be subject to qualifications and limitations agreed upon by the parties in connection with negotiating the terms; and may be subject to standards of materiality and knowledge applicable to the contracting parties that differ from those applicable to investors or security holders. Investors and security holders should not rely on the representations, warranties and covenants or any description thereof as characterizations of the actual state of facts or condition of the Company, the Holders, the Investors or any of their respective subsidiaries or affiliates. Moreover, information concerning the subject matter of the representations, warranties and covenants may change after the date of the agreements, which subsequent information may or may not be fully reflected in public disclosures.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information in Item 1.01 regarding the Replacement Notes is incorporated by reference into this Item 2.03. No Replacement Notes have been issued, and the Company will have no obligation under any Replacement Note unless and until the exchange occurs.

Item 3.02. Unregistered Sales of Equity Securities.

The information in Item 1.01 is incorporated by reference into this Item 3.02. The Company has agreed to issue (i) at the Conversion Closing, approximately 2,568,191 shares of Common Stock on conversion of Notes and approximately 51,093 shares in payment of interest, and (ii) shares of Common Stock and Warrants for gross proceeds of up to $5.0 million (of which approximately $1.276 million is expected at the initial closing which will result in the issuance of approximately 232,000 shares of Common Stock and Warrants to purchase up approximately 232,000 shares of Common Stock) and, if applicable, Replacement Notes and the shares issuable on their conversion. These securities are being issued in reliance on Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D (and, for the Replacement Notes, Section 3(a)(9)) based on each Holder's and Investor's representation that it is an accredited investor. They have not been registered under the Securities Act and may not be offered or sold in the United States absent registration or an applicable exemption. This Form 8-K is not an offer to sell, or a solicitation of an offer to buy, any securities.

Item 8.01. Other Events.

On November 11, 2026, the Company issued a press release announcing the transactions described herein. A copy of the press release is filed as Exhibit 99.1 hereto and incorporated herein by reference in its entirety. This information shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), or incorporated by reference in any filing under the Securities Act or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Forward-Looking Statements. This Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, including statements about the conversion of the Notes, the New Capital Financing and the proposed Merger. Actual results may differ materially, and a definitive agreement for the Merger may not be entered into, required approvals may not be obtained, and the conversion and the Merger may not be completed on the terms described or at all. See the risk factors in the Company's Annual Report on Form 10-K for the year ended December 31, 2025 and Quarterly Report on Form 10-Q for the quarter ended June 30, 2026. The Company undertakes no obligation to revise any forward-looking statements, except as required by law.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

4.1	Form of Warrant to Purchase Common Stock.
4.2	Form of Unsecured Convertible Promissory Note (Replacement Note).
10.1*	Form of Note Amendment and Conversion Agreement.
10.2*	Form of Securities Purchase Agreement, dated as of November 10, 2026.
99.1	Press release issued by NexGel, Inc. on November 11, 2026.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

* Certain of the schedules (and similar attachments) to Exhibits 10.1 and 10.2 have been omitted in accordance with Item 601(a)(5) of Regulation S-K under the Securities Act because they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in the exhibit or the disclosure document. The registrant hereby agrees to furnish a copy of all omitted schedules (or similar attachments) to the SEC upon its request.

SIGNATURES

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.

Date: November 12, 2026

NEXGEL, INC.

By: */s/ Brian Kieser*

Brian Kieser
Interim Chief Executive Officer

Exhibit 4.1

THIS WARRANT AND THE SHARES OF COMMON STOCK ISSUABLE UPON THE EXERCISE OF THIS WARRANT (THE "SECURITIES") HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144 UNDER THE SECURITIES ACT, (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR (IV) THE SECURITIES ARE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE (WHICH FOR THE AVOIDANCE OF DOUBT SHALL REQUIRE NEITHER CONSENT NOR THE DELIVERY OF AN OPINION).

NEXGEL, INC.

FORM OF WARRANT TO PURCHASE COMMON STOCK

Warrant No. CW-[●] Number of Warrant Shares: [●] (subject to adjustment)
Original Issue Date: [●], 2026

NexGel, Inc., a Delaware corporation (the **"Company"**), hereby certifies that, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, [●] or its registered assigns (the **"Holder"**) is entitled, subject to the terms set forth below, to purchase from the Company up to the number of shares of Common Stock listed above (each such share, a **"Warrant Share"** and all such shares, the **"Warrant Shares"**) at an exercise price per share equal to $10.00 (which reflects $0.50 per share prior to giving effect to the 1-for-20 reverse stock split of the Common Stock effective October 12, 2026) (the **"Exercise Price"**), in each case as adjusted from time to time as provided in Section 9, upon delivery of an Exercise Notice in accordance with Section 4 in respect of this Warrant to Purchase Common Stock (including any warrants issued in exchange, transfer or replacement hereof, this **"Warrant"**) at any time and from time to time on or after the original issue date set forth above (the **"Original Issue Date"**) and on or prior to 5:00 p.m. (New York City time) on the fifth (5th) anniversary of the Original Issue Date (the **"Termination Date"**), but not thereafter, subject to the following terms and conditions:

This Warrant is one of a series of warrants issued pursuant to that certain Securities Purchase Agreement, dated as of October [●], 2026, by and among the Company and the Investors identified therein (the **"Purchase Agreement"**). Capitalized terms used but not defined in this Warrant have the meanings given to them in the Purchase Agreement. Notwithstanding anything to the contrary herein, this Warrant is not affected by any cancellation and exchange of Shares for Replacement Notes under Section 2.6 of the Purchase Agreement and shall remain outstanding on its terms.

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

"Attribution Parties" means, collectively (and each, an **"Attribution Party"**), (i) any direct or indirect Affiliates of the Holder, (ii) any investment vehicle, including any funds, feeder funds or managed accounts, currently, or from time to time after the date hereof, directly or indirectly managed or advised by the Holder's investment manager, (iii) any Person acting or who could be deemed to be acting as a Group together with the Holder or any Attribution Parties and (iv) any other Persons whose beneficial ownership of the Common Stock would or could be aggregated with the Holder's and/or any other Attribution Parties' for purposes of Section 13(d) or Section 16 of the Exchange Act. For clarity, the purpose of the foregoing is to subject collectively the Holder and all other Attribution Parties to the Maximum Percentage.

"Closing Sale Price" means, for any security as of any date, the last trade price for such security on the Principal Market for such security, as reported by Bloomberg Financial Markets, or, if the Principal Market begins to operate on an extended hours basis and does not designate the last trade price, then the last trade price of such security prior to 4:00 p.m., New York City time, as reported by Bloomberg Financial Markets, or, if the foregoing do not apply, the last trade price of such security in the over-the-counter market as reported by Bloomberg Financial Markets. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as mutually determined by the Company and the Holder or, if they are unable to agree, as determined in good faith by the Board of Directors, whose determination shall be binding absent demonstrable error. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination or other similar transaction during the applicable calculation period.

"Group" has the meaning ascribed to it in Section 13(d) of the Exchange Act and the rules, regulations and jurisprudence thereunder.

"Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, for the Principal Market with respect to the Common Stock that is in effect on the date of delivery of an applicable Exercise Notice, which as of the Original Issue Date is "T+1."

2. **Registration of Warrant.** The Company shall register ownership of this Warrant, upon records to be maintained by the Company for that purpose (the **"Warrant Register"**), in the name of the record Holder (which shall include the initial Holder or, as the case may be, any assignee to which this Warrant is permissibly assigned hereunder) from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

3. **Registration of Transfers.** Subject to compliance with applicable securities laws and the Purchase Agreement, this Warrant and all rights hereunder (including, subject to Section 6.11 of the Purchase Agreement, the registration rights thereunder) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant in a form reasonably acceptable to the Company, duly executed by the Holder or its agent or attorney, and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and payment, the Company shall register the transfer of all or any portion of this Warrant in the Warrant Register and issue to the transferee a new warrant in substantially the form of this Warrant (any such new warrant, a **"New Warrant"**) evidencing the portion of this Warrant so transferred, and a New Warrant evidencing the remaining portion of this Warrant not so transferred, if any, to the transferring Holder. The acceptance of a New Warrant by the transferee thereof shall be deemed the acceptance by such transferee of all of the rights and obligations in respect of the New Warrant that the Holder has in respect of this Warrant. The Company shall prepare, issue and deliver, at its own expense, any New Warrant under this Section 3. Until due presentment for registration of transfer, the Company may treat the registered Holder hereof as the owner and holder for all purposes, and the Company shall not be affected by any notice to the contrary.

4. **Exercise of Warrant.**

(a) All or any part of this Warrant may be exercised by the registered Holder, subject to Section 10, at any time and from time to time on or after the Original Issue Date and on or before the Termination Date.

(b) The Holder may exercise this Warrant by delivering to the Company (i) an exercise notice, in the form attached as Schedule 1 hereto (the "Exercise Notice"), completed and duly signed, and (ii) payment of the aggregate Exercise Price for the number of Warrant Shares as to which this Warrant is being exercised, in cash by wire transfer of immediately available funds to an account designated by the Company; the date on which the last of such items is delivered to the Company (as determined in accordance with Section 12) being an "Exercise Date." The Company shall have no obligation to inquire with respect to or otherwise confirm the authenticity of the signature on any Exercise Notice or the authority of the Person executing it. The Holder shall not be required to deliver the original Warrant in order to effect an exercise hereunder. Execution and delivery of an Exercise Notice shall have the same effect as cancellation of the original Warrant and issuance of a New Warrant evidencing the right to purchase the remaining number of Warrant Shares, if any.

(c) This Warrant is exercisable solely for cash, and the Exercise Price may not be satisfied by "cashless" or "net" exercise, by the surrender of this Warrant or Warrant Shares or otherwise, unless the Company agrees otherwise in writing in its sole discretion. Except as provided in Section 5(b), in no event shall the exercise of this Warrant be settled in cash.

(d) The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.

5. **Delivery of Warrant Shares.**

(a) Upon exercise of this Warrant and receipt of the aggregate Exercise Price, the Company shall promptly (and in no event later than the number of Trading Days comprising the Standard Settlement Period following the Exercise Date) cause the Transfer Agent to credit the aggregate number of Warrant Shares to which the Holder is entitled pursuant to such exercise (the "Exercise Shares") (i) to the Holder's or its designee's balance account with The Depository Trust Company ("DTC") through its Deposit/Withdrawal at Custodian system or (ii) to the Holder or its designee in book-entry form via a direct registration system maintained by or on behalf of the Transfer Agent, in each case so long as either (A) there is an effective registration statement covering the issuance of the Exercise Shares to, or the resale of the Exercise Shares by, the Holder or (B) the Exercise Shares are eligible for resale by the Holder without volume or manner-of-sale restrictions pursuant to Rule 144. If neither (A) nor (B) applies, the Company shall cause the Transfer Agent to issue the Exercise Shares in the name of the Holder or its designee in restricted book-entry form with an appropriate legend regarding restrictions on transferability. The Holder, or any Person so designated by the Holder to receive Exercise Shares, shall be deemed to have become the holder of record of such Exercise Shares as of the Exercise Date, irrespective of the date such Exercise Shares are credited to the Holder's DTC account or the date of the book-entry positions.

(b) In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to deliver to the Holder or its designee the Exercise Shares in the manner required pursuant to Section 5(a) within the Standard Settlement Period following the Exercise Date (other than a failure caused by incorrect or incomplete information provided by the Holder to the Company), and the Holder or the Holder's broker on its behalf purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Exercise Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall, within two (2) Trading Days after the Holder's request, (i) honor its obligation to deliver to the Holder or its designee the Exercise Shares pursuant to Section 5(a) and (ii) pay cash to the Holder in an amount equal to the excess (if any) of the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased in the Buy-In over the product of (A) the number of shares of Common Stock purchased in the Buy-In and (B) the Closing Sale Price of the Common Stock on the Exercise Date. The Holder shall provide the Company written notice promptly after the occurrence of a Buy-In, indicating the amounts payable to the Holder in respect of the Buy-In, together with applicable confirmations and other evidence reasonably requested by the Company.

(c) To the extent permitted by law and subject to Section 5(b), the Company's obligations to issue and deliver Exercise Shares in accordance with and subject to the terms hereof (including the limitations set forth in Section 10) are absolute and unconditional, irrespective of any action or inaction by the Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder or any other Person of any obligation to the Company, and irrespective of any other circumstance that might otherwise limit such obligation of the Company to the Holder in connection with the issuance of Exercise Shares. Subject to Section 5(b), nothing herein shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver Exercise Shares; *provided* that the Holder shall not be entitled both to require the Company to reinstate the portion of this Warrant for which such exercise was not timely honored and to receive the Exercise Shares that would have been issued if the Company had timely complied with its delivery requirements under Section 5(a).

6. **Charges, Taxes and Expenses.** Issuance and delivery of Exercise Shares shall be made without charge to the Holder for any issue or transfer tax, Transfer Agent fee or other incidental tax or expense in respect of the issuance of such shares, all of which taxes and expenses shall be paid by the Company; *provided* that the Company shall not be required to pay any tax that may be payable in respect of any transfer involved in the registration of any Warrant Shares or this Warrant in a name other than that of the Holder or an Affiliate thereof. The Holder shall be responsible for all other tax liability that may arise as a result of holding or transferring this Warrant or receiving Warrant Shares upon exercise hereof.

7. **Replacement of Warrant.** If this Warrant is mutilated, lost, stolen or destroyed, the Company shall issue or cause to be issued in exchange and substitution for and upon cancellation hereof, or in lieu of and substitution for this Warrant, a New Warrant, but only upon receipt of evidence reasonably satisfactory to the Company of such loss, theft or destruction and, in each case, a customary and reasonable contractual indemnity, if requested by the Company. If a New Warrant is requested as a result of a mutilation of this Warrant, the Holder shall deliver such mutilated Warrant to the Company as a condition precedent to the Company's obligation to issue the New Warrant.

8. **Reservation of Warrant Shares.** The Company covenants that it will, at all times while this Warrant is outstanding, reserve and keep available out of its authorized but unissued and otherwise unreserved Common Stock, solely for the purpose of enabling it to issue Warrant Shares upon exercise of this Warrant as herein provided, the number of Warrant Shares that are issuable and deliverable upon the exercise of this entire Warrant, free from preemptive rights or any other contingent purchase rights of Persons other than the Holder (taking into account the adjustments and restrictions of Section 9). The Company covenants that all Warrant Shares so issuable and deliverable shall, upon issuance and the payment of the applicable Exercise Price in accordance with the terms hereof, be duly and validly authorized, issued, fully paid and non-assessable. The Company will take all such action as may be reasonably necessary to assure that such shares of Common Stock may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of any securities exchange upon which the Common Stock may be listed.

9. **Certain Adjustments.** The Exercise Price and the number of Warrant Shares issuable upon exercise of this Warrant (the **"Number of Warrant Shares"**) are subject to adjustment from time to time as set forth in this Section 9.

(a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding, (i) pays a stock dividend on its Common Stock or otherwise makes a distribution on any class of capital stock that is payable in shares of Common Stock, (ii) subdivides its outstanding shares of Common Stock into a larger number of shares, (iii) combines its outstanding shares of Common Stock into a smaller number of shares or (iv) issues by reclassification of shares of capital stock any additional shares of Common Stock, then in each such case the Number of Warrant Shares shall be multiplied by a fraction, the numerator of which shall be the number of shares of Common Stock outstanding immediately after such event and the denominator of which shall be the number of shares of Common Stock outstanding immediately before such event. Any adjustment made pursuant to clause (i) of this Section 9(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution; *provided* that if such record date shall have been fixed and such dividend is not fully paid on the date fixed therefor, the Number of Warrant Shares shall be recomputed accordingly as of the close of business on such record date and thereafter shall be adjusted pursuant to this Section 9(a) as of the time of actual payment of such dividend. Any adjustment pursuant to clause (ii), (iii) or (iv) of this Section 9(a) shall become effective immediately after the effective date of such subdivision, combination or issuance.

(b) Pro Rata Distributions. If, on or after the Original Issue Date, the Company declares or makes any dividend or other pro rata distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including any distribution of cash, stock or other securities, property, options, evidence of indebtedness or any other assets by way of a dividend, spin-off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction, but excluding any distribution of shares of Common Stock subject to Section 9(a), any distribution of Purchase Rights subject to Section 9(c) and any Fundamental Transaction subject to Section 9(d)) (a "Distribution"), then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including the Maximum Percentage) immediately before the date on which a record is taken for such Distribution or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for participation in such Distribution; *provided* that, to the extent that the Holder's right to participate in any such Distribution would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, the Holder shall not be entitled to participate in such Distribution to such extent (and shall not be entitled to beneficial ownership of such shares of Common Stock as a result of such Distribution to such extent), and such portion of the Distribution shall be held in abeyance for the benefit of the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such Distribution (and any Distributions declared or made on such initial Distribution or on any subsequent Distribution held similarly in abeyance) to the same extent as if there had been no such limitation.

(c) Purchase Rights. If, at any time on or after the Original Issue Date while this Warrant is outstanding, the Company grants, issues or sells any Options, Convertible Securities or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations or restrictions on exercise of this Warrant, including the Maximum Percentage) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issuance or sale of such Purchase Rights; *provided* that, to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, the Holder shall not be entitled to participate in such Purchase Right to such extent (and shall not be entitled to beneficial ownership of such Common Stock as a result of such Purchase Right to such extent), and such Purchase Right to such extent shall be held in abeyance for the benefit of the Holder until such time or times as its right thereto would not result in the Holder and the other Attribution Parties exceeding the Maximum Percentage, at which time or times the Holder shall be granted such right (and any Purchase Right granted, issued or sold on such initial Purchase Right or on any subsequent Purchase Right held similarly in abeyance) to the same extent as if there had been no such limitation. As used in this Section 9(c), (i) "Options" means any rights, warrants or options to subscribe for or purchase shares of Common Stock or Convertible Securities and (ii) "Convertible Securities" means any stock or securities (other than Options) directly or indirectly convertible into or exercisable or exchangeable for shares of Common Stock.

(d) Fundamental Transactions. If, at any time while this Warrant is outstanding, (i) the Company effects any merger or consolidation of the Company with or into another Person in which the Company is not the surviving entity or in which the stockholders of the Company immediately prior to such merger or consolidation do not own, directly or indirectly, at least 50% of the voting power of the surviving entity immediately after such merger or consolidation (other than a reincorporation in a different state or a similar transaction pursuant to which the surviving company remains a public company), (ii) the Company effects any sale to another Person of all or substantially all of its assets (and those of its Subsidiaries, taken as a whole) in one or a series of related transactions, (iii) pursuant to any tender offer or exchange offer (whether by the Company or another Person), holders of capital stock tender shares representing more than 50% of the voting power of the capital stock of the Company and the Company or such other Person, as applicable, accepts such tender for payment, (iv) the Company consummates a stock purchase agreement or other business combination (including a reorganization, recapitalization, spin-off or scheme of arrangement, other than a stock split) with another Person whereby such other Person acquires more than 50% of the voting power of the capital stock of the Company (except for any such transaction in which the stockholders of the Company immediately prior to such transaction maintain, in substantially the same proportions, the voting power of such Person immediately after the transaction) or (v) the Company effects any reclassification of the Common Stock (other than a stock split) or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (other than as a result of a subdivision or combination of shares of Common Stock covered by Section 9(a)) (in any such case, a "Fundamental Transaction"), then following such Fundamental Transaction the Holder shall have the right to receive, upon exercise of this Warrant, the same amount and kind of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of the Number of Warrant Shares then issuable upon exercise in full of this Warrant (including any Distributions or Purchase Rights then held in abeyance pursuant to Section 9(b) or Section 9(c)) without regard to any limitations on exercise contained herein (the "Alternate Consideration"). For the avoidance of doubt, neither the Merger nor the conversion of the Notes in accordance with the Note Amendment Documents shall constitute a Fundamental Transaction. The Company shall not effect any Fundamental Transaction in which the Company is not the surviving entity or the Alternate Consideration includes securities of another Person unless, prior to or simultaneously with the consummation thereof, any successor to the Company, surviving entity or other Person (including any purchaser of assets of the Company) assumes in writing the obligation to deliver to the Holder such Alternate Consideration as, in accordance with the foregoing provisions, the Holder may be entitled to receive, and the other obligations of the Company under this Warrant. The provisions of this Section 9(d) shall similarly apply to subsequent transactions analogous to a Fundamental Transaction.

(e) Adjustment of Exercise Price. Simultaneously with any adjustment to the Number of Warrant Shares pursuant to Section 9(a), the Exercise Price shall be increased or decreased proportionately, so that after such adjustment the aggregate Exercise Price payable hereunder for the adjusted Number of Warrant Shares shall be the same as the aggregate Exercise Price in effect immediately prior to such adjustment. In no event may the Exercise Price be adjusted below the par value of the Common Stock then in effect.

(f) Calculations. All calculations under this Section 9 shall be made to the nearest one-tenth of one cent or the nearest whole share, as applicable.

(g) Notice of Adjustments. Upon the occurrence of each adjustment pursuant to this Section 9, the Company shall, at its expense, promptly compute such adjustment in good faith in accordance with the terms of this Warrant and prepare a certificate setting forth such adjustment, including a statement of the adjusted Exercise Price and adjusted Number of Warrant Shares (or other securities issuable upon exercise of this Warrant, as applicable), describing the transactions giving rise to such adjustment and showing in detail the facts upon which such adjustment is based; *provided* that no such certificate shall be required if the information is disseminated by the Company in a filing with the SEC on its EDGAR system or in a press release. Upon written request, the Company will promptly deliver a copy of each such certificate to the Holder and to the Transfer Agent.

(h) Notice of Corporate Events. If, while this Warrant is outstanding, the Company (i) declares a dividend or any other distribution of cash, securities or other property in respect of its Common Stock (other than a stock split), including any granting of rights or warrants to subscribe for or purchase any capital stock of the Company or any Subsidiary (excluding any granting or issuance of rights to all of the Company's stockholders pursuant to a stockholder rights plan), (ii) authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any Fundamental Transaction or (iii) authorizes the voluntary dissolution, liquidation or winding up of the affairs of the Company, then the Company shall deliver to the Holder a notice of such transaction at least four (4) Trading Days prior to the applicable record or effective date on which a Person would need to hold Common Stock in order to participate in or vote with respect to such transaction (unless such information is filed with the SEC on its EDGAR system, in which case no such notice shall be required); *provided* that the failure to deliver such notice or any defect therein shall not affect the validity of the corporate action required to be described in such notice. In addition, if, while this Warrant is outstanding, the Company authorizes or approves, enters into any agreement contemplating or solicits stockholder approval for any Fundamental Transaction (other than a Fundamental Transaction under clause (iii) of Section 9(d)), the Company shall deliver to the Holder a notice of such Fundamental Transaction at least thirty (30) days prior to the date such Fundamental Transaction is consummated. The Holder agrees to maintain any information disclosed pursuant to this Section 9(h) in confidence until such information is publicly available and to comply with applicable law with respect to trading in the Company's securities following receipt of any such information.

(i) Voluntary Adjustment by Company. Subject to the rules and regulations of the Principal Market (including any stockholder approval required thereby), the Company may at any time during the term of this Warrant reduce the then-current Exercise Price to any amount and for any period of time deemed appropriate by the Board of Directors.

10. **Limitations on Exercise.**

(a) Beneficial Ownership Limitation. Notwithstanding anything to the contrary contained herein, the Company shall not effect the exercise of any portion of this Warrant, and the Holder shall not have the right to exercise any portion of this Warrant, and any such exercise shall be null and void *ab initio* and treated as if the exercise had not been made, to the extent that, immediately after giving effect to such exercise, the Holder, together with the Attribution Parties, would beneficially own, as determined in accordance with Section 13(d) of the Exchange Act and the rules promulgated thereunder, in excess of 4.99% (or, if elected by the Holder under Section 2.5 of the Purchase Agreement, 9.99%) (the "Maximum Percentage") of the Common Stock that would be issued and outstanding following such exercise. For purposes of calculating beneficial ownership for determining whether the Maximum Percentage is or will be exceeded, the aggregate number of shares of Common Stock beneficially owned by the Holder together with the Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which the determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, unexercised portion of this Warrant beneficially owned by the Holder or the Attribution Parties and (ii) exercise or conversion of the unexercised or unconverted portion of any other securities of the Company beneficially owned by the Holder or any Attribution Party (including any convertible notes, convertible stock or warrants) that are subject to a limitation on conversion or exercise analogous to the limitation contained herein. For purposes of this Warrant, in determining the number of outstanding shares of Common Stock, the Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K or other public filing with the SEC, (B) a more recent public announcement by the Company or (C) any other notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding (such issued and outstanding shares, the "Reported Outstanding Share Number"). Upon the written or oral request of the Holder, the Company shall, within one (1) Business Day, confirm orally and in writing or by email to the Holder the number of shares of Common Stock then outstanding. The Holder shall disclose to the Company the number of shares of Common Stock that it, together with the Attribution Parties, beneficially owns and has the right to acquire through the exercise of derivative securities, and any limitations on exercise or conversion analogous to the limitation contained herein, contemporaneously with or immediately prior to submitting an Exercise Notice. If the Company receives an Exercise Notice from the Holder at a time when the actual number of outstanding shares of Common Stock is less than the Reported Outstanding Share Number, the Company shall (x) notify the Holder in writing of the number of shares of Common Stock then outstanding, whereupon, to the extent that such Exercise Notice would otherwise cause the Holder's (together with the Attribution Parties') beneficial ownership, as determined pursuant to this Section 10(a), to exceed the Maximum Percentage, the Holder shall notify the Company of a reduced number of Warrant Shares to be purchased pursuant to such Exercise Notice (the number of shares by which such purchase is reduced, the "Reduction Shares"), and (y) as soon as reasonably practicable, return to the Holder any Exercise Price paid for the Reduction Shares. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder and the Attribution Parties since the date as of which the Reported Outstanding Share Number was reported. If the issuance of Common Stock to the Holder upon exercise of this Warrant would result in the Holder, together with the Attribution Parties, being deemed to beneficially own, in the aggregate, more than the Maximum Percentage of the number of outstanding shares of Common Stock (as determined under Section 13(d) of the Exchange Act), the number of shares so issued by which the Holder's (together with the Attribution Parties') aggregate beneficial ownership exceeds the Maximum Percentage (the "Excess Shares") shall be deemed null and void and shall be cancelled *ab initio*, and the Holder and the Attribution Parties shall not have the power to vote or to transfer the Excess Shares. As soon as reasonably practicable after the issuance of the Excess Shares has been deemed null and void, the Company shall return to the Holder the Exercise Price paid by the Holder for the Excess Shares. By written notice to the Company, the Holder may increase the Maximum Percentage to any percentage not in excess of 9.99% specified in such notice; *provided* that any such increase will not be effective until the sixty-first (61st) day after such notice is delivered to the Company and shall not negatively affect any partial exercise effected prior to such change. Any other change to the Maximum Percentage shall require the Company's prior written consent.

(b) This Section 10 shall not restrict the number of shares of Common Stock which the Holder or the Attribution Parties may receive or beneficially own in order to determine the amount of securities or other consideration that the Holder or the Attribution Parties may receive in the event of a Fundamental Transaction as contemplated in Section 9(d). For purposes of clarity, the shares of Common Stock issuable pursuant to the terms of this Warrant in excess of the Maximum Percentage shall not be deemed to be beneficially owned by the Holder or the Attribution Parties for any purpose, including for purposes of Section 13(d) or Section 16 of the Exchange Act and the rules promulgated thereunder, including Rule 16a-1(a)(1). No prior inability to exercise this Warrant pursuant to this Section 10 shall have any effect on the applicability of the provisions of this Section 10 with respect to any subsequent determination of exercisability. The provisions of this Section 10 shall be construed and implemented in a manner otherwise than in strict conformity with its terms to the extent necessary to correct any portion hereof which may be defective or inconsistent with the intended beneficial ownership limitation contained herein, or to make changes or supplements necessary or desirable to properly give effect to such limitation. Except as expressly provided in the last sentence of Section 10(a), the limitation contained in Section 10(a) may not be waived or amended to permit the Maximum Percentage to exceed 9.99%, and shall apply to any successor holder of this Warrant.

(c) Exchange Cap. Unless and until Stockholder Approval is obtained, the Company shall not issue, and the Holder shall not be entitled to receive, Warrant Shares upon exercise of this Warrant to the extent that such issuance would exceed the Exchange Cap applicable to the Holder under Section 2.5 of the Purchase Agreement. Any Exercise Notice shall be deemed reduced to the extent necessary to comply with the foregoing, the Company shall return to the Holder within two (2) Trading Days any Exercise Price paid in respect of the Warrant Shares not issued, and the Holder shall retain the right to exercise this Warrant for such Warrant Shares following receipt of Stockholder Approval. The Company shall seek Stockholder Approval in accordance with Section 5.5 of the Purchase Agreement. At the Company's election, any Warrant Shares that cannot be issued by reason of this Section 10(c) may instead be issued as pre-funded warrants or held in abeyance for the benefit of the Holder until such time as they may be issued, in each case without any cash settlement. In no event shall the Company be required to settle in cash any Warrant Shares that cannot be issued by reason of this Section 10(c).

11. **No Fractional Shares.** No fractional Warrant Shares will be issued in connection with any exercise of this Warrant. In lieu of any fractional share that would otherwise be issuable, the number of Warrant Shares to be issued shall be rounded up to the nearest whole share, and no cash shall be paid in respect of any fraction.

12. **Notices.** Any and all notices or other communications or deliveries hereunder (including any Exercise Notice) shall be in writing and shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via confirmed email at the email address specified by the Company (or, in the case of notices to the Holder, the email address of the Holder set forth in the Purchase Agreement or the Warrant Register) prior to 5:00 p.m., New York City time, on a Trading Day, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via confirmed email on a day that is not a Trading Day or later than 5:00 p.m., New York City time, on any Trading Day, (iii) the Trading Day following the date of mailing, if sent by nationally recognized overnight courier service specifying next-day delivery, or (iv) upon actual receipt by the Person to whom such notice is required to be given, if by hand delivery. The address and email address of the Company for notices hereunder shall be as set forth in Section 9.3 of the Purchase Agreement, or such other address as the Company may designate by notice to the Holder.

13. **Warrant Agent.** The Company shall initially act as warrant agent under this Warrant. Upon thirty (30) days' notice to the Holder, the Company may appoint the Transfer Agent or another reputable institution as successor warrant agent, and any successor to such institution's shareholder services business shall be a successor warrant agent under this Warrant without any further act. Any such successor warrant agent shall promptly give notice of its succession to the Holder at the Holder's last address as shown on the Warrant Register.

14. **Miscellaneous.**

(a) No Rights as a Stockholder. Except as otherwise set forth in this Warrant, the Holder, solely in its capacity as a holder of this Warrant, shall not be entitled to vote or receive dividends or be deemed the holder of capital stock of the Company for any purpose, nor shall anything contained in this Warrant be construed to confer upon the Holder, solely in its capacity as the Holder of this Warrant, any of the rights of a stockholder of the Company or any right to vote, give or withhold consent to any corporate action, receive notice of meetings, receive dividends or subscription rights, or otherwise, prior to the issuance to the Holder of the Warrant Shares which it is then entitled to receive upon the due exercise of this Warrant. Nothing contained in this Warrant shall be construed as imposing any liability on the Holder to purchase any securities (upon exercise of this Warrant or otherwise) or as a stockholder of the Company, whether such liabilities are asserted by the Company or by creditors of the Company.

(b) Further Assurances. Except to the extent waived or consented to by the Holder, the Company shall not, by any action, including amending its Certificate of Incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of the Holder under this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and non-assessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction as may be necessary to enable the Company to perform its obligations under this Warrant.

(c) Successors and Assigns. Subject to compliance with applicable securities laws and the Purchase Agreement, this Warrant may be assigned by the Holder. This Warrant may not be assigned by the Company without the written consent of the Holder, except to a successor in the event of a Fundamental Transaction. This Warrant shall be binding on and inure to the benefit of the Company and the Holder and their respective successors and permitted assigns. Nothing in this Warrant shall be construed to give to any Person other than the Company and the Holder any legal or equitable right, remedy or cause of action under this Warrant.

(d) Amendment and Waiver. Any provision of this Warrant may be amended or waived only in a writing signed by the Company and the holders of a majority of the Warrant Shares underlying the Warrants issued under the Purchase Agreement that are then outstanding; *provided* that any amendment or waiver that disproportionately and adversely affects the Holder relative to the holders of the other Warrants issued under the Purchase Agreement shall require the written consent of the Holder, and no amendment to Section 10(a) shall be effective without the written consent of the Holder.

(e) Acceptance. Receipt of this Warrant by the Holder shall constitute acceptance of and agreement to all of the terms and conditions contained herein.

(f) Governing Law; Jurisdiction; Waiver of Jury Trial. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of law thereof. Each of the Company and the Holder irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, any other state or federal court located in the State of Delaware) for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby, and irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court or that such suit, action or proceeding is improper or inconvenient. Each of the Company and the Holder irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such Person at the address in effect for notices to it, and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH OF THE COMPANY AND THE HOLDER HEREBY IRREVOCABLY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS WARRANT.

(g) Headings. The headings herein are for convenience only, do not constitute a part of this Warrant and shall not be deemed to limit or affect any of the provisions hereof.

(h) Severability. If any provision of this Warrant is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, such provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such provision in a valid and enforceable manner, and the remainder of this Warrant shall remain binding upon the parties hereto.

[*Remainder of page intentionally left blank; signature page follows.*]

IN WITNESS WHEREOF, the Company has caused this Warrant to be duly executed by its authorized officer as of the Original Issue Date.

NEXGEL, INC.

By: _____
Name: Brian J. Kieser
Title: Interim Chief Executive Officer

[Signature Page to Warrant to Purchase Common Stock]

SCHEDULE 1

FORM OF EXERCISE NOTICE

[To be executed by the Holder to purchase shares of Common Stock under the Warrant]

To: NexGel, Inc. (the "Company")

Ladies and Gentlemen:

(1) The undersigned is the Holder of Warrant No. CW-[●] (the "Warrant") issued by the Company. Capitalized terms used but not defined herein have the meanings set forth in the Warrant.

(2) The undersigned hereby exercises its right to purchase _____ Warrant Shares pursuant to the Warrant.

(3) The undersigned shall pay the aggregate Exercise Price of $_____ in immediately available funds to the Company in accordance with the terms of the Warrant.

(4) The Warrant Shares shall be delivered (check one):

☐ to the following DWAC account number: _____

☐ in book-entry form via a direct registration system maintained by the Transfer Agent

☐ in restricted book-entry form on the Company's share register

(5) By its delivery of this Exercise Notice, the undersigned represents and warrants to the Company that (i) it is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act of 1933, as amended, and (ii) after giving effect to the exercise evidenced hereby, the undersigned (together with the Attribution Parties) will not beneficially own in excess of the number of shares of Common Stock (as determined in accordance with Section 13(d) of the Securities Exchange Act of 1934, as amended) permitted to be owned under Section 10(a) of the Warrant.

Dated: _____

Name of Holder: _____

By: _____
Name:
Title:

(Signature must conform in all respects to the name of the Holder as specified on the face of the Warrant.)

Exhibit 4.2

NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE CONVERTIBLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THIS NOTE)), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A OR REGULATION S UNDER SAID ACT OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES.

Principal Amount: $[____] **Issue Date: [__], 20[__]**
Funded Purchase Price of Financing Shares: $[____]

UNSECURED CONVERTIBLE PROMISSORY NOTE (REPLACEMENT NOTE)

FOR VALUE RECEIVED, **NEXGEL, INC.**, a Delaware corporation (hereinafter called the "Borrower" or the "Company"), hereby promises to pay to the order of **[_____]**, or its registered assigns (the "Holder"), in the form of lawful money of the United States of America, the principal sum of $[_____] (subject to adjustment herein) (the "Principal Amount"), which is equal to the funded purchase price paid by the Holder for the shares of Common Stock purchased by the Holder pursuant to the Purchase Agreement (the "Financing Shares"), and to pay interest on the unpaid Principal Amount hereof at the rate of ten percent (10%) (the "Interest Rate") per annum from the Exchange Date (as defined in the Purchase Agreement), which is the date hereof (the "Issue Date") until the same becomes due and payable, whether at maturity or upon acceleration or by prepayment or otherwise, as further provided herein. This Note is an unsecured obligation of the Borrower and is issued in exchange for, and upon the cancellation of, the Financing Shares pursuant to Section 2.6 of the Purchase Agreement and Section 3(a)(9) of the Securities Act; provided that, to the extent the cancellation of any Financing Shares on the Issue Date is deferred pursuant to Section 2.6 of the Purchase Agreement because such cancellation would violate Section 160 of the Delaware General Corporation Law or other applicable law, this Note shall nonetheless be issued in the full Principal Amount and such Financing Shares shall be delivered for cancellation in accordance with Section 2.6 of the Purchase Agreement. The maturity date shall be twenty-four (24) months from the Issue Date (the "Maturity Date"), and is the date upon which the Principal Amount as well as any accrued and unpaid interest and other fees, shall be due and payable.

For purposes of Rule 144(d)(3)(ii), this Note shall be deemed to have been acquired on the applicable Closing Date under the Purchase Agreement, except to the extent issued for Abeyance Shares.

This Note may be prepaid or repaid in whole or in part as set forth herein.

Interest shall be computed on the basis of a 365-day year and the actual number of days elapsed. No default interest shall accrue or be payable under this Note.

Interest hereunder shall be due on a quarterly basis (each an "Interest Date") on each of March 31, June 30, September 30 and December 31 of each year, commencing on the first such date to occur after the Issue Date and shall be payable in cash except as set forth herein. A Holder may deliver a written notice (each, an "Interest Election Notice") to the Company on or prior to the tenth (10^{th}) Trading Day immediately prior to the applicable Interest Date which notice elects to have the Holder paid all or a portion of the interest due for such Interest Date in shares of Common Stock based on the then current Conversion Price (as defined below) (the "Interest Shares"). Any Interest Shares shall be issued and delivered to the Holder in accordance with the terms of this Note.

All payments due hereunder (to the extent not converted into shares of common stock, $0.001 par value per share, of the Borrower (the "Common Stock") in accordance with the terms hereof) shall be made in lawful money of the United States of America. All payments shall be made at such address as the Holder shall hereafter give to the Borrower by written notice made in accordance with the provisions of the Notes. Whenever any amount expressed to be due by the terms of the Notes is due on any day which is not a business day, the same shall instead be due on the next succeeding day which is a business day.

Each capitalized term used herein, and not otherwise defined, shall have the meaning ascribed thereto in that certain Securities Purchase Agreement, dated as of October [●], 2026, by and among the Company and the investors party thereto, pursuant to which the Holder purchased the Financing Shares in the New Capital Financing (the "Purchase Agreement"). As used in the Notes, (a) the term "Notes" means this Note and the other Replacement Notes issued in exchange for shares of Common Stock (or other securities) purchased pursuant to the Purchase Agreement, (b) "Principal Amount Threshold" means an aggregate amount of $1,000,000 in Principal Amount under all Notes, (c) "Variable Rate Transaction" means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into any agreement, including, but not limited to, an equity line of credit, whereby the Company may issue securities at a future determined price, and (d) "Legal Counsel Opinion" means a customary legal opinion letter of the Company's counsel, supplied at the Company's cost to the Company's transfer agent and the Holder upon the Holder's request, to the effect that the resale of the Conversion Shares by the Holder or its affiliates, successors and assigns is exempt from the registration requirements of the 1933 Act pursuant to Rule 144 (provided the requirements of Rule 144 are satisfied and provided the Conversion Shares are not then registered under the 1933 Act for resale pursuant to an effective registration statement) or other applicable exemption (provided the requirements of such other applicable exemption are satisfied), it being agreed that the Holder may (at the Company's cost) at any time secure its own legal counsel to issue the Legal Counsel Opinion, and the Company will instruct its transfer agent to accept such opinion; provided that none of the Merger, the conversion of the Original Notes or the transactions contemplated by the Purchase Agreement shall constitute a Variable Rate Transaction. As used in the Notes, the term "business day" shall mean any day other than a Saturday, Sunday or a day on which commercial banks in the city of New York, New York are authorized or required by law or executive order to remain closed. As used herein, the term "Trading Day" means any day that a Principal Market (as defined in the Purchase Agreement) is open for trading.

This Note is free from all taxes, liens, claims and encumbrances with respect to the issue thereof and shall not be subject to preemptive rights or other similar rights of shareholders of the Borrower other than as shall have been waived, and will not impose personal liability upon the holder thereof.

The following terms shall also apply to the Notes:

ARTICLE I. CONVERSION RIGHTS

1.1 Conversion Right. The Holder shall have the right, at any time on or following the Issue Date, to convert all or any portion of the then outstanding and unpaid Principal Amount and interest into fully paid and non-assessable shares of Common Stock, as such Common Stock exists on the Issue Date, or any shares of capital stock or other securities of the Borrower into which such Common Stock shall hereafter be changed or reclassified, at the Conversion Price (as defined below) determined as provided herein (a "Conversion"); provided, however, that notwithstanding anything to the contrary contained herein, the Holder shall not have the right to convert any portion of the Notes, pursuant to Section 1 or otherwise, to the extent that after giving effect to such issuance after conversion as set forth on the applicable Notice of Conversion, the Holder (together with the Holder's affiliates (the "Affiliates"), and any other Persons (as defined below) acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Notes with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) conversion of the remaining, nonconverted portion of the Notes beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 1.1, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Holder is solely responsible for any schedules required to be filed in accordance therewith. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 1.1, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within two Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including the Notes, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding at the time of the respective calculation hereunder or, if elected by the Holder under Section 2.5 of the Purchase Agreement, 9.99% of the number of shares of the Common Stock outstanding at the time of the respective calculation hereunder. "Person" and "Persons" means an individual, a limited liability company, a partnership, a joint venture, a corporation, a trust, an unincorporated organization, any other entity and any governmental entity or any department or agency thereof. The limitations contained in this paragraph shall apply to a successor holder of the Notes. The number of Conversion Shares to be issued upon each conversion of the Notes shall be determined by dividing the Conversion Amount (as defined below) by the applicable Conversion Price then in effect on the date specified in the notice of conversion, in the form attached hereto as Exhibit A (the "Notice of Conversion"), delivered to the Borrower or Borrower's transfer agent by the Holder in accordance with Section 1.4 below; provided that the Notice of Conversion is submitted by facsimile or e-mail (or by other means resulting in, or reasonably expected to result in, notice) to the Borrower or Borrower's transfer agent before 11:59 p.m., New York, New York time on such conversion date (the "Conversion Date"). The term "Conversion Amount" means, with respect to any conversion of the Notes, the sum of (1) the Principal Amount of the Notes to be converted in such conversion plus (2) at the Holder's option, accrued and unpaid interest, if any, on such Principal Amount at the Interest Rate to the Conversion Date. The Holder covenants and agrees that it will not, directly or indirectly, effect or agree to effect any "short sale" (as defined in Rule 200 under Regulation SHO of the Exchange Act) of the Common Stock which establishes a net short position with respect to the Common Stock. Notwithstanding anything to the contrary contained in this Note, the Holder shall not be entitled to convert any portion of this Note, and the Company shall not issue any shares of Common Stock upon conversion, to the extent that such issuance would exceed the Exchange Cap (as defined in the Purchase Agreement) (the "Exchange Cap"), unless and until the Company obtains Stockholder Approval of the transactions contemplated by the Purchase Agreement and this Note in accordance with the rules and regulations of the Principal Market. The Company shall promptly call a meeting of its stockholders to seek such Stockholder Approval. Any portion of the Conversion Amount that cannot be converted due to the Exchange Cap shall remain outstanding and continue to accrue interest in accordance with this Note until such time as conversion is permitted; provided that, at the Company's election, any shares of Common Stock that cannot be issued due to the Exchange Cap may instead be issued in the form of pre-funded warrants or convertible preferred stock or held in abeyance until such Stockholder Approval is obtained. In no event shall the Company be required to settle in cash any portion of this Note that cannot be converted due to the Exchange Cap.

1.2 Conversion Price.

(a) Calculation of Conversion Price. The per share conversion price into which Principal Amount and interest under the Notes shall be convertible into shares of Common Stock hereunder (the "Conversion Price") shall equal $5.50 (which reflects $0.275 per share prior to giving effect to the 1-for-20 reverse stock split of the Common Stock effective October 12, 2026), subject to adjustment as set forth herein. As of a date that is twelve (12) months from the Issue Date and the Maturity Date, the Conversion Price shall automatically be adjusted to the lower of (i) the then current Conversion Price or (ii) the arithmetic average of VWAPs (as defined below) of the Common Stock for each of the five (5) Trading Days immediately preceding the applicable measuring date. If at any time the Conversion Price as determined hereunder for any conversion would be less than the par value of the Common Stock, then at the sole discretion of the Holder, the Conversion Price hereunder may equal such par value for such conversion and the Conversion Amount for such conversion may be increased to include Additional Principal, where "Additional Principal" means such additional amount to be added to the Conversion Amount to the extent necessary to cause the number of conversion shares issuable upon such conversion to equal the same number of conversion shares as would have been issued had the Conversion Price not been adjusted by the Holder to the par value price. The Conversion Price is subject to equitable adjustments for stock splits, stock dividends or rights offerings by the Borrower relating to the Borrower's securities or the securities of any subsidiary of the Borrower, combinations, recapitalization, reclassifications, extraordinary distributions and similar events.

For the purposes of Section 1.2(a) above, "VWAP" means, for any security as of any date, the dollar volume-weighted average price for such security on the Principal Market (or, if the Principal Market is not the principal trading market for such security, then on the principal securities exchange or securities market on which such security is then traded), during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg through its "VAP" function (set to 09:30 start time and 16:00 end time) or, if the foregoing does not apply, the dollar volume-weighted average price of such security in the over-the-counter market on the electronic bulletin board for such security during the period beginning at 9:30 a.m., New York time, and ending at 4:00 p.m., New York time, as reported by Bloomberg, or, if no dollar volume-weighted average price is reported for such security by Bloomberg for such hours, the average of the highest closing bid price and the lowest closing ask price of any of the market makers for such security as reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices). If the VWAP cannot be calculated for such security on such date on any of the foregoing bases, the VWAP of such security on such date shall be the fair market value as mutually determined by the Company and the Holder. If the Company and the Holder are unable to agree upon the fair market value of such security, then such dispute shall be resolved in accordance with the procedures in Section 4.15. All such determinations shall be appropriately adjusted for any stock dividend, stock split, stock combination, recapitalization or other similar transaction during such period.

1.3 Authorized and Reserved Shares. The Borrower covenants that at all times until the Note is satisfied in full, the Borrower will reserve from its authorized and unissued Common Stock a sufficient number of shares, free from preemptive rights, to provide for the issuance of a number of Conversion Shares equal to the number of Conversion Shares issuable upon the full conversion of the Notes (assuming no payment of Principal Amount or interest) at the time of such calculation (taking into consideration any adjustments to the Conversion Price as provided in the Notes) multiplied by three (3) (the "Reserved Amount") [subject to the availability of authorized shares and Stockholder Approval]. The Borrower represents that upon issuance, the Conversion Shares will be duly and validly issued, fully paid and non-assessable. The Borrower (i) acknowledges that it has irrevocably instructed its transfer agent to issue certificates for the Conversion Shares or instructions to have the Conversion Shares issued as contemplated by Section 1.4(f) hereof, and (ii) agrees that its issuance of the Notes shall constitute full authority to its officers and agents who are charged with the duty of executing stock certificates or cause the Company to electronically issue shares of Common Stock to execute and issue the necessary certificates for the Conversion Shares or cause the Conversion Shares to be issued as contemplated by Section 1.4(f) hereof in accordance with the terms and conditions of the Notes.

If, at any time the Borrower does not maintain the Reserved Amount it will be considered an Event of Default (as defined in the Notes) under the Notes unless the Borrower causes its transfer agent to increase the amount of the reserved Common Stock to the Reserved Amount within five business days' written notice by the Holder to the Borrower of such deficiency.

1.4 Method of Conversion.

(a) Mechanics of Conversion. This Note may be converted by the Holder in whole or in part, at any time on or following the Issue Date, by submitting to the Borrower or Borrower's transfer agent a Notice of Conversion (by facsimile, e-mail or other reasonable means of communication dispatched on the Conversion Date prior to 11:59 p.m., New York, New York time). Any Notice of Conversion submitted after 11:59 p.m., New York, New York time, shall be deemed to have been delivered and received on the next Trading Day.

(b) Surrender of Note Upon Conversion. Notwithstanding anything to the contrary set forth herein, upon conversion of the Notes in accordance with the terms hereof, the Holder shall not be required to physically surrender the Notes to the Borrower unless the entire unpaid Principal Amount is so converted. The Holder and the Borrower shall maintain records showing the Principal Amount so converted and the dates of such conversions or shall use such other method, reasonably satisfactory to the Holder and the Borrower, so as not to require physical surrender of the Notes upon each such conversion. In the event of any dispute or discrepancy, such records of the Borrower shall, *prima facie,* be controlling and determinative in the absence of manifest error. Notwithstanding the foregoing, if any portion of the Notes is converted as aforesaid, the Holder may not transfer the Notes unless the Holder first physically surrenders the Notes to the Borrower, whereupon the Borrower will forthwith issue and deliver upon the order of the Holder a new Note of like tenor, registered as the Holder (upon payment by the Holder of any applicable transfer taxes) may request, representing in the aggregate the remaining unpaid Principal Amount of the Notes. The Holder and any assignee, by acceptance of the Notes, acknowledge and agree that, by reason of the provisions of this paragraph, following conversion of a portion of the Notes, the unpaid and unconverted Principal Amount of the Notes represented by the Notes may be less than the amount stated on the face hereof.

(c) Payment of Taxes. The Borrower shall not be required to pay any tax which may be payable in respect of any transfer involved in the issue and delivery of shares of Common Stock or other securities or property on conversion of the Notes in a name other than that of the Holder (or in street name), and the Borrower shall not be required to issue or deliver any such shares or other securities or property unless and until the person or persons (other than the Holder or the custodian in whose street name such shares are to be held for the Holder's account) requesting the issuance thereof shall have paid to the Borrower the amount of any such tax or shall have established to the satisfaction of the Borrower that such tax has been paid.

(d) Delivery of Common Stock Upon Conversion. Upon receipt by the Borrower from the Holder of a facsimile transmission or e-mail (or other reasonable means of communication) of a Notice of Conversion meeting the requirements for conversion as provided in this Section 1.4, the Borrower shall issue and deliver or cause to be issued and delivered to or upon the order of the Holder certificates for the Conversion Shares (or cause the electronic delivery of the Conversion Shares as contemplated by Section 1.4(f) hereof) within three (3) Trading Days after such receipt (the "Deadline") (and, solely in the case of conversion of the entire unpaid Principal Amount and interest under the Notes, surrender of the Notes). If the Company shall fail for any reason or for no reason to issue to the Holder on or prior to the Deadline a certificate for the number of Conversion Shares or to which the Holder is entitled hereunder and register such Conversion Shares on the Company's share register or to credit the Holder's balance account with DTC (as defined below) for such number of Conversion Shares to which the Holder is entitled upon the Holder's conversion of the Notes (a "Conversion Failure"), then, in addition to all other remedies available to the Holder, (i) the Company shall pay in cash to the Holder on each day after the Deadline and during such Conversion Failure an amount equal to 1.0% of the product of (A) the sum of the number of Conversion Shares not issued to the Holder on or prior to the Deadline and to which the Holder is entitled and (B) the closing sale price of the Common Stock on the Trading Day immediately preceding the last possible date which the Company could have issued such Conversion Shares to the Holder without violating this Section 1.4(d); and (ii) the Holder, upon written notice to the Company, may void its Notice of Conversion with respect to, and retain or have returned, as the case may be, any portion of the Notes that has not been converted pursuant to such Notice of Conversion; provided that the voiding of a Notice of Conversion shall not affect the Company's obligations to make any payments which have accrued prior to the date of such notice. In addition to the foregoing, if on or prior to the Deadline the Company shall fail to issue and deliver a certificate to the Holder and register such Conversion Shares on the Company's share register or credit the Holder's balance account with DTC for the number of Conversion Shares to which the Holder is entitled upon the Holder's exercise hereunder or pursuant to the Company's obligation pursuant to clause (ii) below, and if on or after such Trading Day the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of shares of Common Stock issuable upon such exercise that the Holder anticipated receiving from the Company, then the Company shall, within three (3) Trading Days after the Holder's request and in the Holder's discretion, either (i) pay cash to the Holder in an amount equal to the Holder's total purchase price (including brokerage commissions and other reasonable and customary out-of-pocket expenses, if any) for the shares of Common Stock so purchased (the "Buy-In Price"), at which point the Company's obligation to deliver such certificate (and to issue such Conversion Shares) or credit such Holder's balance account with DTC for such Conversion Shares shall terminate, or (ii) promptly honor its obligation to deliver to the Holder a certificate or certificates representing such Conversion Shares or credit such Holder's balance account with DTC and pay cash to the Holder in an amount equal to the excess (if any) of the Buy-In Price over the product of (A) such number of shares of Common Stock, times (B) the closing sales price of the Common Stock on the date of exercise. Nothing shall limit the Holder's right to pursue any other remedies available to it hereunder, at law or in equity, including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver certificates representing the Conversion Shares (or to electronically deliver such Conversion Shares) upon the conversion of the Notes as required pursuant to the terms hereof.

(e) Obligation of Borrower to Deliver Common Stock. At the time that the Holder submits the Notice of Conversion to the Borrower or Borrower's transfer agent, the Holder shall be deemed to be the holder of record of the Conversion Shares issuable upon such conversion, the outstanding Principal Amount and the amount of accrued and unpaid interest under the Notes shall be reduced to reflect such conversion, and, unless the Borrower defaults on its obligations under this Article I, all rights with respect to the portion of the Notes being so converted shall forthwith terminate except the right to receive the Common Stock or other securities, cash or other assets, as herein provided, on such conversion. If the Holder shall have given a Notice of Conversion as provided herein, the Borrower's obligation to issue and deliver the certificates for the Conversion Shares (or cause the electronic delivery of the Conversion Shares as contemplated by Section 1.4(f) hereof) shall be absolute and unconditional, irrespective of the absence of any action by the Holder to enforce the same, any waiver or consent with respect to any provision thereof, the recovery of any judgment against any person or any action to enforce the same, any failure or delay in the enforcement of any other obligation of the Borrower to the holder of record, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by the Holder of any obligation to the Borrower, and irrespective of any other circumstance which might otherwise limit such obligation of the Borrower to the Holder in connection with such conversion. The Conversion Date specified in the Notice of Conversion shall be the Conversion Date so long as the Notice of Conversion is sent to the Borrower or Borrower's transfer agent before 11:59 p.m., New York, New York time, on such date.

(f) Delivery of Conversion Shares by Electronic Transfer. In lieu of delivering physical certificates representing the Conversion Shares issuable upon conversion hereof, provided the Borrower is participating in the Depository Trust Company ("DTC") Fast Automated Securities Transfer or Deposit/Withdrawal at Custodian programs, upon request of the Holder and its compliance with the provisions contained in Section 1.1 and in this Section 1.4, the Borrower shall use its best efforts to cause its transfer agent to electronically transmit the Conversion Shares issuable upon conversion hereof to the Holder by crediting the account of Holder's Prime Broker with DTC through its Deposit Withdrawal Agent Commission system.

1.5 Concerning the Shares. The Conversion Shares issuable upon conversion of the Notes may not be sold or transferred unless (i) such shares are sold pursuant to an effective registration statement under the 1933 Act or (ii) the Borrower or its transfer agent shall have been furnished with an opinion of counsel (which opinion shall be the Legal Counsel Opinion) to the effect that the shares to be sold or transferred may be sold or transferred pursuant to an exemption from such registration (to the extent the Conversion Shares are eligible to be sold pursuant to an exemption) or (iii) such shares are sold or transferred pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption, or (iv) such shares are transferred to an "affiliate" (as defined in Rule 144) of the Borrower who agrees to sell or otherwise transfer the shares only in accordance with this Section 1.5 and who is an Accredited Investor (as defined in the Purchase Agreement). Except as otherwise provided in the Purchase Agreement (and subject to the removal provisions set forth below), until such time as the Conversion Shares have been registered under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, each certificate for the Conversion Shares that has not been so included in an effective registration statement or that has not been sold pursuant to an effective registration statement or an exemption that permits removal of the legend, shall bear a legend substantially in the following form, as appropriate:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL, IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A, REGULATION S UNDER SAID ACT, OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

The legend set forth above shall be removed and the Company shall issue to the Holder a certificate for the applicable Conversion Shares without such legend upon which it is stamped or (as requested by the Holder) issue the applicable Conversion Shares by electronic delivery by crediting the account of such holder's broker with DTC, if, unless otherwise required by applicable state securities laws: (a) such Conversion Shares are registered for sale under an effective registration statement filed under the 1933 Act or otherwise may be sold pursuant to Rule 144, Rule 144A, Regulation S, or other applicable exemption without any restriction as to the number of securities as of a particular date that can then be immediately sold, or (b) the Company or the Holder provides the Legal Counsel Opinion to the effect that a public sale or transfer of such Conversion Shares may be made without registration under the 1933 Act, which opinion shall be accepted by the Company so that the sale or transfer is effected. The Company shall be responsible for the fees of its transfer agent and all DTC fees associated with any such issuance. The Holder agrees to sell all Conversion Shares, including those represented by a certificate(s) from which the legend has been removed, in compliance with applicable prospectus delivery requirements, if any. In the event that the Company does not accept the opinion of counsel provided by the Holder with respect to the transfer of Conversion Shares pursuant to an exemption from registration, such as Rule 144, Rule 144A, Regulation S, or other applicable exemption, at the Deadline, notwithstanding that the conditions of Rule 144, Rule 144A, Regulation S, or other applicable exemption, as applicable, have been met, it will be considered an Event of Default under the Notes.

1.6 Effect of Certain Events.

(a) Effect of Merger, Consolidation, Etc. At the option of the Holder, the sale, conveyance or disposition of all or substantially all of the assets of the Borrower, or the consolidation, merger or other business combination of the Borrower with or into any other Person (as defined below) or Persons when the Borrower is not the survivor shall either: (i) unless otherwise waived, be deemed to be an Event of Default pursuant to which the Borrower shall be required to pay to the Holder upon the consummation of and as a condition to such transaction an amount equal to the Default Amount (defined in Section 3.20) or (ii) be treated pursuant to Section 1.6(b) hereof; provided, however, that the Merger and any transaction approved under the Note Amendment Documents shall not be deemed an Event of Default under this Section 1.6(a) and shall be treated pursuant to Section 1.6(b) hereof. "Person" shall mean any individual, corporation, limited liability company, partnership, association, trust or other entity or organization.

(b) Adjustment Due to Merger, Consolidation, Etc. If, at any time when the Notes are issued and outstanding and prior to conversion of all of the Notes, there shall be any merger, consolidation, exchange of shares, recapitalization, reorganization, or other similar event, as a result of which shares of Common Stock of the Borrower shall be changed into the same or a different number of shares of another class or classes of stock or securities of the Borrower or another entity, or in case of any sale or conveyance of all or substantially all of the assets of the Borrower other than in connection with a plan of complete liquidation of the Borrower, then the Holder of the Notes shall thereafter have the right to receive upon conversion of the Notes, upon the basis and upon the terms and conditions specified herein and in lieu of the shares of Common Stock immediately theretofore issuable upon conversion, such stock, securities or assets which the Holder would have been entitled to receive in such transaction had the Notes been converted in full immediately prior to such transaction (without regard to any limitations on conversion set forth herein), and in any such case appropriate provisions shall be made with respect to the rights and interests of the Holder of the Notes to the end that the provisions hereof (including, without limitation, provisions for adjustment of the Conversion Price and of the number of shares issuable upon conversion of the Note) shall thereafter be applicable, as nearly as may be practicable in relation to any securities or assets thereafter deliverable upon the conversion hereof. The Borrower shall not effectuate any transaction described in this Section 1.6(b) unless (a) it first gives, to the extent practicable, at least thirty (30) days prior written notice (but in any event at least fifteen (15) days prior written notice) of the record date of the special meeting of shareholders to approve, or if there is no such record date, the consummation of, such merger, consolidation, exchange of shares, recapitalization, reorganization or other similar event or sale of assets (during which time the Holder shall be entitled to convert the Notes) and (b) the resulting successor or acquiring entity (if not the Borrower) assumes by written instrument the obligations of this Section 1.6(b). The above provisions shall similarly apply to successive consolidations, mergers, sales, transfers or share exchanges.

(c) Adjustment Due to Distribution. If the Borrower shall declare or make any distribution of its assets (or rights to acquire its assets) to holders of Common Stock as a dividend, stock repurchase, by way of return of capital or otherwise (including any dividend or distribution to the Borrower's shareholders in cash or shares (or rights to acquire shares) of capital stock of a subsidiary (i.e., a spin-off)) (a "Distribution"), then the Holder of the Notes shall be entitled, upon any conversion of the Notes after the date of record for determining shareholders entitled to such Distribution, to receive the amount of such assets which would have been payable to the Holder with respect to the shares of Common Stock issuable upon such conversion had such Holder been the holder of such shares of Common Stock on the record date for the determination of shareholders entitled to such Distribution.

(d) Purchase Rights. If, at any time when all or any portion of the Notes is issued and outstanding, the Borrower issues any convertible securities or rights to purchase stock, warrants, securities or other property (the "Purchase Rights") pro rata to the record holders of any class of Common Stock, then the Holder of the Notes will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which such Holder could have acquired if such Holder had held the number of shares of Common Stock acquirable upon complete conversion of the Notes (without regard to any limitations on conversion contained herein) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights or, if no such record is taken, the date as of which the record holders of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(e) Dilutive Issuance. If the Borrower, at any time while the Notes or any amounts due hereunder are outstanding, issues, sells or grants (or has issued, sold or granted as of the Issue Date, as the case may be) any option to purchase, or sells or grants any right to reprice, or otherwise disposes of, or issues (or has sold or issued, as the case may be, or announces any sale, grant or any option to purchase or other disposition), any Common Stock or other securities convertible into, exercisable for, or otherwise entitle any person or entity the right to acquire, shares of Common Stock (including, without limitation, upon conversion of the Notes, and any convertible notes or warrants outstanding as of or following the Issue Date), in each or any case at an effective price per share that is lower than the then Conversion Price (such lower price, the "Base Conversion Price" and such issuances, collectively, a "Dilutive Issuance") (it being agreed that if the holder of the Common Stock or other securities so issued shall at any time, whether by operation of purchase price adjustments, reset provisions, floating conversion, exercise or exchange prices or otherwise, or due to warrants, options or rights per share which are issued in connection with such issuance, be entitled to receive shares of Common Stock at an effective price per share that is lower than the Conversion Price, such issuance shall be deemed to have occurred for less than the Conversion Price on such date of the Dilutive Issuance), then the Conversion Price shall be reduced, at the option of the Holder, to a price equal to the Base Conversion Price. Such adjustment shall be made whenever such Common Stock or other securities are issued. By way of example, and for the avoidance of doubt, if the Company issues a convertible promissory note (including but not limited to a Variable Rate Transaction), and the holder of such convertible promissory note has the right to convert it into Common Stock at an effective price per share that is lower than the then Conversion Price (including but not limited to a conversion price with a discount that varies with the trading prices of or quotations for the Common Stock), then the Holder has the right to reduce the Conversion Price to such Base Conversion Price (including but not limited to a conversion price with a discount that varies with the trading prices of or quotations for the Common Stock) in perpetuity regardless of whether the holder of such convertible promissory note ever effectuated a conversion at the Base Conversion Price. Notwithstanding the foregoing, no adjustment will be made under this Section 1.6(e) in respect of an Exempt Issuance. In the event of an issuance of securities involving multiple tranches or closings, any adjustment pursuant to this Section 1.6(e) shall be calculated as if all such securities were issued at the initial closing.

An "Exempt Issuance" shall mean the issuance of (a) shares of Common Stock or other securities to officers or directors of the Company pursuant to any stock or option or similar equity incentive plan duly adopted for such purpose, by a majority of the non-employee members of the Company's Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose in a manner which is consistent with the Company's prior business practices; (b) securities issued pursuant to the Merger or any merger, consolidation, acquisition or similar business combination approved by a majority of the disinterested directors of the Company, provided that any such issuance shall only be to a Person (or to the equity holders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of the Company and shall provide to the Company additional benefits in addition to the investment of funds, but shall not include a transaction in which the Company is issuing securities primarily for the purpose of raising capital or to an entity whose primary business is investing in securities; (c) securities issued pursuant to or in connection with the Purchase Agreement or the Note Amendment Documents; (d) securities issued upon conversion of the Original Notes or the Notes; (e) pre-funded warrants, convertible preferred stock or shares held in abeyance in lieu of shares that cannot be issued pursuant to the Exchange Cap or other applicable issuance limitation provisions of the Purchase Agreement, the Notes or the Note Amendment Documents; (f) securities issued pursuant to any equipment loan or leasing arrangement, real property leasing arrangement or debt financing from a bank or similar financial institution approved by a majority of the disinterested directors of the Company; or (g) securities issued with respect to which the Holder waives its rights in writing under this Section 1.6(e).

(f) Notice of Adjustments. Upon the occurrence of each adjustment or readjustment of the Conversion Price as a result of the events described in this Section 1.6, the Borrower shall, at its expense and within three (3) Trading Days after the occurrence of each respective adjustment or readjustment of the Conversion Price, compute such adjustment or readjustment and prepare and furnish to the Holder a certificate setting forth (i) the Conversion Price in effect at such time based upon the Dilutive Issuance, (ii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note, (iii) the detailed facts upon which such adjustment or readjustment is based, and (iv) copies of the documentation (including but not limited to relevant transaction documents) that evidences the adjustment or readjustment. The Borrower shall, within three (3) Trading Days after each written request from the Holder, furnish to such Holder a like certificate setting forth (i) the Conversion Price in effect at such time based upon the Dilutive Issuance, (ii) the number of shares of Common Stock and the amount, if any, of other securities or property which at the time would be received upon conversion of the Note, (iii) the detailed facts upon which such adjustment or readjustment is based, and (iv) copies of the documentation (including but not limited to relevant transaction documents) that evidences the adjustment or readjustment.

1.7 [Reserved.]

1.8 Status as Shareholder. Upon submission of a Notice of Conversion by a Holder, (i) the Conversion Shares covered thereby (other than the Conversion Shares, if any, which cannot be issued because their issuance would exceed such Holder's allocated portion of the Reserved Amount or Maximum Share Amount) shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a Holder of such converted portion of the Notes shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Borrower to comply with the terms of the Notes. Notwithstanding the foregoing, if a Holder has not received certificates for all shares of Common Stock prior to the tenth (10th) business day after the expiration of the Deadline with respect to a conversion of any portion of the Notes for any reason, then (unless the Holder otherwise elects to retain its status as a holder of Common Stock by so notifying the Borrower) the Holder shall regain the rights of a Holder of the Notes with respect to such unconverted portions of the Notes and the Borrower shall, as soon as practicable, return such unconverted Note to the Holder or, if the Note has not been surrendered, adjust its records to reflect that such portion of the Notes has not been converted. In all cases, the Holder shall retain all of its rights and remedies for the Borrower's failure to convert the Notes.

1.9 Prepayment. At any time after the Issue Date and with the written consent of the Holder, the Borrower shall have the right, exercisable on three (3) Trading Days prior written notice to the Holder of the Note to request from the Holder the right to prepay all or a portion of the outstanding Principal Amount and interest then due under the Notes in accordance with this Section 1.9. Any notice of prepayment hereunder (an "Optional Prepayment Notice") shall be delivered to the Holder of the Note at its registered addresses and shall state: (1) that the Borrower is exercising its right to prepay all or a portion of the Note, and (2) the date of prepayment which shall be three (3) Trading Days from the date of the Optional Prepayment Notice (the "Optional Prepayment Date"). The Holder shall have the right to accept or reject, in its sole discretion, all or any portion of the prepayment set forth in the Optional Prepayment Notice. On the Optional Prepayment Date, the Borrower shall make payment of the amounts, if any, agreed to by the Holder as specified by the Holder in writing to the Borrower. If the Borrower exercises its right to prepay the Note in accordance with this Section 1.9, the Borrower shall make payment to the Holder of an amount in cash equal to the Prepayment Factor (as defined below) multiplied by the Principal Amount and interest being prepaid. The "Prepayment Factor" shall mean 110%.

1.10 Repayment from Financing Proceeds. If, at any time after the Issue Date and prior to the full repayment or full conversion of all amounts owed under this Note, the Company receives cash proceeds from a Financing Transaction (as defined below), the Borrower shall, within four (4) Trading Days of Borrower's receipt of such proceeds, inform the Holder of or publicly disclose such receipt, following which the Holder shall have the right in its sole discretion and on a pro rata basis with the other Holders of the Notes issued pursuant to the Purchase Agreement to require the Borrower to immediately apply up to 20% of such net proceeds received from a Financing Transaction to repay all or any portion of the outstanding Principal Amount and interest then due under this Note. A "Financing Transaction" means any transaction or series of related transactions pursuant to which the Company issues or sells any equity securities, debt securities (including convertible or exchangeable securities) or any securities exercisable for or convertible into equity or debt securities, in each cash for cash consideration, including any equity line, at-the-marketing sales agreement, SAFE, cash warrant exercise, registered direct offering, PIPE, private placement, or public offering; provided, however, that "Financing Transaction" shall not include the New Capital Financing, the Merger (including the Fountainhead Contribution), or any issuance under the Transaction Agreements or Note Amendment Documents.

1.11 Required Conversion. At any time after the Issue Date and so long as there is no existing Event of Default, if the closing price of the Company's Common Stock equals or exceeds one hundred fifty percent (150%) of the then applicable Conversion Price for at least fifteen (15) Trading Days (not necessarily consecutive) during any twenty (20) Trading Day period, the Company may require the Holder by providing written notice (including email) to the Holder, and the Holder is required to comply, to submit a Notice of Conversion within three (3) Trading Days after such event occurs for a number of shares of Common Stock equal to the maximum number of shares of Common Stock allowable under the limitations set forth in Section 1.1 above. For purposes of this Section 1.11, "closing price" shall mean the closing sale price of the Common Stock as reported on the Principal Market.

ARTICLE II. CERTAIN COVENANTS

2.1 Ranking. This Note and the other Notes rank *pari passu* with the convertible promissory notes issued by the Company in April and May 2026, as amended (the "Original Notes"), in payment, conversion, default and enforcement rights, and senior to the Common Stock and junior equity of the Company. The Original Notes and the other Notes shall not be prohibited by Section 2.2.

2.2 Other Indebtedness. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not (directly or indirectly through any Subsidiary or affiliate) incur or suffer to exist or guarantee any indebtedness that is senior to or pari passu with (in priority of payment and performance) the Borrower's obligations hereunder (except as set forth in Section 2.1 above), including but not limited to (a) all indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services, including any type of letters of credit, (b) all obligations of the Borrower evidenced by notes, bonds, debentures or other similar instruments, (c) purchase money indebtedness hereafter incurred by the Borrower to finance the purchase of fixed or capital assets, including all capital lease obligations of the Borrower which do not exceed the purchase price of the assets funded, (d) all guarantee obligations of the Borrower in respect of obligations of the kind referred to in clauses (a) through (c) above that the Borrower would not be permitted to incur or enter into, and (e) all obligations of the kind referred to in clauses (a) through (d) above that the Borrower is not permitted to incur or enter into that are secured and/or unsecured by (or for which the holder of such obligation has an existing right, contingent or otherwise, to be secured and/or unsecured by) any lien or encumbrance on property (including accounts and contract rights) owned by the Borrower, whether or not the Borrower has assumed or become liable for the payment of such obligation; provided, however, that the terms of this Section 2.2 shall not apply to (i) the Merger, (ii) any sale of non-core assets approved by the Board, (iii) any transaction contemplated by the Purchase Agreement or the Note Amendment Documents, or (iv) any indebtedness described above so long as the proceeds of such transaction are used to prepay the Notes in their entirety as described in Section 1.9 above within three (3) business days after the closing of such transaction.

2.3 Distributions on Capital Stock. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not without the Holder's written consent (a) pay, declare or set apart for such payment, any dividend or other distribution (whether in cash, property or other securities) on shares of capital stock other than dividends on shares of Common Stock solely in the form of additional shares of Common Stock or (b) directly or indirectly or through any subsidiary make any other payment or distribution in respect of its capital stock except for distributions pursuant to any shareholders' rights plan which is approved by a majority of the Borrower's disinterested directors.

2.4 [Reserved.]

2.5 Sale of Assets. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not, without the Holder's written consent, sell, divest, lease or otherwise dispose of any significant portion of its assets outside the ordinary course of business. Any consent by Holder to the disposition of any assets may be conditioned on a specified use of the proceeds of disposition; provided, however, that the terms of this Section 2.5 shall not apply to (i) the Merger, (ii) any sale, divestiture, lease or other disposition of non-core assets approved by the Board, or (iii) any transaction contemplated by the Purchase Agreement or the Note Amendment Documents; provided, further, that any proceeds of any other disposition permitted under this Section 2.5 may be used to prepay the Notes in their entirety as described in Section 1.9 above within three (3) business days after the closing of such disposition.

2.6 Advances and Loans; Affiliate Transactions. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not, without the Holder's written consent, lend money, give credit, make advances to or enter into any transaction with any person, firm, joint venture or corporation, including, without limitation, officers, directors, employees, subsidiaries and affiliates of the Borrower, except loans, credits or advances (a) in existence or committed on the Issue Date and which the Borrower has informed Holder in writing prior to the Issue Date, (b) in regard to transactions with unaffiliated third parties, made in the ordinary course of business or (c) in regard to transactions with unaffiliated third parties, not in excess of $100,000. So long as the Borrower shall have any obligation under the Notes, the Borrower shall not, without the Holder's written consent, repay any affiliate (as defined in Rule 144) of the Borrower in connection with any indebtedness or accrued amounts owed to any such party. Notwithstanding the foregoing, this Section 2.6 shall not apply to the Merger, any sale of non-core assets approved by the Board, or any transaction contemplated by the Purchase Agreement or the Note Amendment Documents.

2.7 Section 3(a)(9) or 3(a)(10) Transaction. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not enter into any transaction or arrangement structured in accordance with, based upon, or related or pursuant to, in whole or in part, either Section 3(a)(9) of the Securities Act (a "3(a)(9) Transaction") or Section 3(a)(10) of the Securities Act (a "3(a)(10) Transaction"); provided that the foregoing shall not apply to the issuance of the Notes in exchange for shares of Common Stock pursuant to Section 2.6 of the Purchase Agreement, to any conversion of the Notes or the Original Notes, or to any issuance of pre-funded warrants or convertible preferred stock, or holding of shares in abeyance, pursuant to the Exchange Cap provisions of the Purchase Agreement, the Notes or the Note Amendment Documents. In the event that the Borrower does enter into, or makes any issuance of Common Stock related to a 3(a)(9) Transaction or a 3(a)(10) Transaction while this note is outstanding, a liquidated damages charge of 25% of the outstanding principal balance of the Notes, but not less than $25,000, will be assessed and will become immediately due and payable to the Holder at its election in the form of a cash payment or added to the balance of the Notes (under Holder's and Borrower's expectation that this amount will tack back to the Issue Date).

2.8 Preservation of Business and Existence, etc. So long as the Borrower shall have obligations under the Notes which equal or exceed the Principal Amount Threshold, the Borrower shall not, without the Holder's written consent, (a) change the nature of its business; (b) enter into any Variable Rate Transaction; or (c) enter into any merchant cash advance transactions. In addition, so long as the Borrower shall have any obligation under the Notes, the Borrower shall maintain and preserve, and cause each of its Subsidiaries to maintain and preserve, its existence, rights and privileges, and become or remain, and cause each of its Subsidiaries (other than dormant Subsidiaries that have no or minimum assets) to become or remain, duly qualified and in good standing in each jurisdiction in which the character of the properties owned or leased by it or in which the transaction of its business makes such qualification necessary. Notwithstanding the foregoing, this Section 2.8 shall not apply to the Merger, any sale of non-core assets approved by the Board, or any transaction contemplated by the Purchase Agreement or the Note Amendment Documents.

2.9 Noncircumvention. The Company hereby covenants and agrees that the Company will not, by amendment of its Certificate or Articles of Incorporation or Bylaws, or through any reorganization, transfer of assets, consolidation, merger, scheme of arrangement, dissolution, issue or sale of securities, or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of the Notes, and will at all times in good faith carry out all the provisions of the Notes and take all action as may be required to protect the rights of the Holder.

2.10 Lost, Stolen or Mutilated Note. Upon receipt by the Company of evidence reasonably satisfactory to the Company of the loss, theft, destruction or mutilation of the Notes, and, in the case of loss, theft or destruction, of any indemnification undertaking by the Holder to the Company in customary form and, in the case of mutilation, upon surrender and cancellation of the Notes, the Company shall execute and deliver to the Holder a new Note.

ARTICLE III. EVENTS OF DEFAULT

It shall be considered an event of default if any of the following events listed in this Article III shall occur and shall have not been cured within three (3) business days of written notice by the Holder to the Borrower of such event of default (if such event of default is able to be cured) (each, an "Event of Default"), provided, however, that such three (3) business day cure period shall not apply to any Event of Default under Sections 3.1 or 3.2:

3.1 Failure to Pay Principal or Interest. The Borrower fails to pay the Principal Amount hereof or interest thereon when due on the Notes, whether at maturity, upon acceleration or otherwise, or fails to fully comply with Section 1.10 of the Notes.

3.2 Conversion and the Shares. The Borrower (i) fails to issue Conversion Shares to the Holder (or announces or threatens in writing that it will not honor its obligation to do so) upon exercise by the Holder of the conversion rights of the Holder in accordance with the terms of the Notes, (ii) fails to transfer or cause its transfer agent to transfer (issue) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to the Notes as and when required by the Notes, (iii) fails to reserve the Reserved Amount at all times (subject to a five business day cure period beginning on the date that written notice of such deficiency is given by the Holder to the Borrower), (iv) the Borrower directs its transfer agent not to transfer or delays, impairs, and/or hinders its transfer agent in transferring (or issuing) (electronically or in certificated form) any certificate for the Conversion Shares issuable to the Holder upon conversion of or otherwise pursuant to the Notes as and when required by the Notes, or fails to remove (or directs its transfer agent not to remove or impairs, delays, and/or hinders its transfer agent from removing) any restrictive legend (or to withdraw any stop transfer instructions in respect thereof) on any certificate for any Conversion Shares issued to the Holder upon conversion of or otherwise pursuant to the Notes as and when required by the Notes (or makes any written announcement, statement or threat that it does not intend to honor the obligations described in this paragraph) except for the exceptions contained in the Notes and any such failure shall continue uncured (or any written announcement, statement or threat not to honor its obligations shall not be rescinded in writing) for three (3) Trading Days after the Holder shall have delivered a Notice of Conversion, and/or (v) fails to remain current in its obligations to its transfer agent (including but not limited to payment obligations to its transfer agent). It shall be an Event of Default of the Notes, if a conversion of the Notes is delayed, hindered or frustrated due to a balance owed by the Borrower to its transfer agent. If at the option of the Holder, the Holder advances any funds to the Borrower's transfer agent in order to process a conversion, such advanced funds shall be added to the principal balance of the Note.

3.3 Breach of Agreements and Covenants. The Borrower breaches in any material respect any covenant, agreement, or other term or condition contained in the Purchase Agreement, the Notes, Warrants (as defined in the Purchase Agreement) (the "Warrants"), or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith. Notwithstanding the foregoing, no failure to file, or to cause or maintain the effectiveness of, any registration statement under the Registration Rights Provisions shall constitute an Event of Default.

3.4 Breach of Representations and Warranties. Any representation or warranty of the Borrower made in the Purchase Agreement, the Notes, Warrants, or in any agreement, statement or certificate given in writing pursuant hereto or in connection herewith or therewith shall be false or misleading in any material respect when made.

3.5 Receiver or Trustee. The Borrower or any subsidiary of the Borrower shall make an assignment for the benefit of creditors, or apply for or consent to the appointment of a receiver or trustee for it or for a substantial part of its property or business, or such a receiver or trustee shall otherwise be appointed.

3.6 Judgments. Any money judgment, writ or similar process shall be entered or filed against the Borrower or any subsidiary of the Borrower or any of its property or other assets for more than $250,000, and shall remain unvacated, unbonded or unstayed for a period of sixty (60) days unless otherwise consented to by the Holder, which consent will not be unreasonably withheld.

3.7 Bankruptcy. Bankruptcy, insolvency, reorganization or liquidation proceedings or other proceedings, voluntary or involuntary, for relief under any bankruptcy law or any law for the relief of debtors shall be instituted by or against the Borrower or any subsidiary of the Borrower which such proceedings the Borrower has not caused to be dismissed within sixty (60) calendar days of such filing date.

3.8 Failure to Comply with the 1934 Act. At any time after the Issue Date, the Borrower shall fail to comply with the reporting requirements of the 1934 Act and/or the Borrower shall cease to be subject to the reporting requirements of the 1934 Act.

3.9 Liquidation. Any dissolution, liquidation, or winding up of Borrower or any substantial portion of its business.

3.10 Cessation of Operations. Any cessation of operations by Borrower or Borrower admits it is otherwise generally unable to pay its debts as such debts become due, provided, however, that any disclosure of the Borrower's ability to continue as a "going concern" shall not be an admission that the Borrower cannot pay its debts as they become due.

3.11 Maintenance of Assets. The failure by Borrower to maintain any material intellectual property rights, personal, real property or other assets which are necessary to conduct its business (whether now or in the future).

3.12 Financial Statement Restatement. The material restatement of any financial statements filed by the Borrower with the SEC for any date or period from two years prior to the Issue Date of the Notes and until the Notes are no longer outstanding.

3.13 [Reserved.]

3.14 Cross-Default. The declaration of an event of default by any lender or other extender of credit to the Company under any notes, loans, agreements or other instruments of the Company evidencing any indebtedness of the Company in excess of $100,000 (including those filed as exhibits to or described in the Company's filings with the SEC), after the passage of all applicable notice and cure or grace periods, other than any event of default under the Original Notes that has been waived by the holders thereof, including any Events of Default waived under the Note Amendment Documents, including those identified on Schedule 5.18 thereto.

3.15 Variable Rate Transactions. The Borrower consummates a Variable Rate Transaction at any time on or after the Issue Date subject to the terms of the Purchase Agreement.

3.16 Inside Information. Any attempt by the Borrower or its officers, directors, and/or affiliates to transmit, convey, disclose, or any actual transmittal, conveyance, or disclosure by the Borrower or its officers, directors, and/or affiliates of, material non-public information concerning the Borrower, to the Holder or its successors and assigns, which is not immediately cured by Borrower's filing of a Form 8-K pursuant to Regulation FD on that same date; provided, however, that this Section 3.16 shall not apply to information provided to the Holder or its representative in its capacity as a member of the Board, the Special Committee or the Transaction Oversight Committee, or with the Holder's prior consent.

3.17 [Reserved.]

3.18 Delisting, Suspension, or Quotation of Trading of Common Stock. If, at any time on or after the date on which the Borrower's Common Stock becomes listed, quoted and/or begins trading on a Principal Market, the Borrower's Common Stock (i) is suspended from trading, (ii) halted from trading, and/or (iii) fails to be quoted or listed (as applicable) on the OTCQB, OTCQX, any tier of the NASDAQ Stock Market, the New York Stock Exchange, or the NYSE American.

3.19 [Reserved.]

3.20 Rights and Remedies Upon an Event of Default. Upon the occurrence of any Event of Default specified in this Article III, the Notes shall become immediately due and payable, and the Borrower shall pay to the Holder, in full satisfaction of its obligations hereunder, an amount equal to the Principal Amount then outstanding plus accrued interest through the date of full repayment, without any default interest or acceleration premium (collectively the "Default Amount"), as well as all costs, including, without limitation, legal fees and expenses, of collection, all without demand, presentment or notice, all of which hereby are expressly waived by the Borrower. Holder may, in its sole discretion, determine to accept payment part in Common Stock and part in cash. For purposes of payments in Common Stock, the conversion formula set forth in Section 1.2 shall apply as well as all other provisions of the Notes. The Holder shall be entitled to exercise all other rights and remedies available at law or in equity.

ARTICLE IV. MISCELLANEOUS

4.1 Failure or Indulgence Not Waiver. No failure or delay on the part of the Holder in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privileges. All rights and remedies of the Holder existing hereunder are cumulative to, and not exclusive of, any rights or remedies otherwise available.

4.2 Notices. All notices, demands, requests, consents, approvals, and other communications required or permitted hereunder shall be in writing and, unless otherwise specified herein, shall be (i) personally served, (ii) deposited in the mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by reputable air courier service with charges prepaid, or (iv) transmitted by hand delivery, telegram, e-mail or facsimile, addressed as set forth below or to such other address as such party shall have specified most recently by written notice. Any notice or other communication required or permitted to be given hereunder shall be deemed effective (a) upon hand delivery or delivery by e-mail or facsimile, with accurate confirmation generated by the transmitting facsimile machine, at the address or number designated below (if delivered on a business day during normal business hours where such notice is to be received), or the first business day following such delivery (if delivered other than on a business day during normal business hours where such notice is to be received) or (b) on the second business day following the date of mailing by express courier service, fully prepaid, addressed to such address, or upon actual receipt of such mailing, whichever shall first occur. The addresses for such communications shall be:

If to the Borrower, to:

NEXGEL, INC.
2150 Cabot Boulevard West, Suite B
Langhorne, PA 19047
Attention: Brian J. Kieser, Interim Chief Executive Officer
with a copy to:
Honigman LLP
660 Woodward Avenue, Suite 2290
Detroit, MI 48226
Attn: Adam Snukal, Michael Rosenberg and N. Danny Shulman

If to the Holder:

The address set forth opposite the Holder's name on Exhibit A to the Purchase Agreement

4.3 Amendments. This Note and any provision hereof may only be amended or waived by an instrument in writing signed by the Company and the Holders of a majority of the outstanding principal amount of all Notes; provided, however, that any amendment or waiver that disproportionately and adversely affects any Holder relative to the other Holders shall require the written consent of such Holder. The term "Note" and all reference thereto, as used throughout this instrument, shall mean this instrument as originally executed, or if later amended or supplemented, then as so amended or supplemented.

4.4 Assignability. This Note shall be binding upon the Borrower and its successors and assigns, and shall inure to the benefit of the Holder and its successors and assigns. The Borrower shall not assign the Notes or any rights or obligations hereunder without the prior written consent of the Holder. The Holder may assign its rights hereunder to any "accredited investor" (as defined in Rule 501(a) of the 1933 Act) in a private transaction from the Holder or to any of its "affiliates", as that term is defined under the 1934 Act, without the consent of the Borrower. Notwithstanding anything in the Notes to the contrary, the Notes may be pledged as collateral in connection with a bona fide margin account or other lending arrangement. The Holder and any assignee, by acceptance of the Notes, acknowledge and agree that following conversion of a portion of the Notes, the unpaid and unconverted principal amount of the Notes represented by the Notes may be less than the amount stated on the face hereof.

4.5 Cost of Collection. If default is made in the payment of the Notes, the Borrower shall pay the Holder hereof costs of collection, including reasonable attorneys' fees.

4.6 Governing Law; Venue; Jury Trial Waiver. This Note shall be governed by and construed in accordance with the laws of the State of Delaware without regard to principles of conflicts of laws. Any action brought by either party against the other concerning the transactions contemplated by the Notes or any other agreement, certificate, instrument or document contemplated hereby shall be brought exclusively in the Delaware Court of Chancery or, if the Delaware Court of Chancery lacks jurisdiction, any other state court of the State of Delaware or federal court located in the State of Delaware. The Borrower hereby irrevocably waives any objection to jurisdiction and venue of any action instituted hereunder and shall not assert any defense based on lack of jurisdiction or venue or based upon *forum non conveniens*. **THE BORROWER AND THE HOLDER HEREBY EACH IRREVOCABLY WAIVE ANY RIGHT THEY MAY HAVE, AND AGREE NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS NOTE OR ANY TRANSACTIONS CONTEMPLATED HEREBY.** Each party hereby irrevocably waives personal service of process and consents to process being served in any suit, action or proceeding in connection with the Notes or any other agreement, certificate, instrument or document contemplated hereby or thereby by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under the Notes and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law.

4.7 Certain Amounts. Whenever pursuant to the Notes the Borrower is required to pay an amount in excess of the outstanding Principal Amount (or the portion thereof required to be paid at that time) plus accrued and unpaid interest, the Borrower and the Holder agree that the actual damages to the Holder from the receipt of cash payment on the Notes may be difficult to determine and the amount to be so paid by the Borrower represents stipulated damages and not a penalty and is intended to compensate the Holder in part for loss of the opportunity to convert the Notes and to earn a return from the sale of shares of Common Stock acquired upon conversion of the Notes at a price in excess of the price paid for such shares pursuant to the Notes. The Borrower and the Holder hereby agree that such amount of stipulated damages is not plainly disproportionate to the possible loss to the Holder from the receipt of a cash payment without the opportunity to convert the Notes into shares of Common Stock.

4.8 Purchase Agreement. The Company and the Holder shall be bound by the applicable terms of the Purchase Agreement and the documents entered into in connection herewith and therewith.

4.9 Notice of Corporate Events. Except as otherwise provided below, the Holder of the Notes shall have no rights as a Holder of Common Stock unless and only to the extent that it converts the Notes into Common Stock. The Borrower shall provide the Holder with prior notification of any meeting of the Borrower's shareholders (and copies of proxy materials and other information sent to shareholders). In the event of any taking by the Borrower of a record of its shareholders for the purpose of determining shareholders who are entitled to receive payment of any dividend or other distribution, any right to subscribe for, purchase or otherwise acquire (including by way of merger, consolidation, reclassification or recapitalization) any share of any class or any other securities or property, or to receive any other right, or for the purpose of determining shareholders who are entitled to vote in connection with any change in control or any proposed liquidation, dissolution or winding up of the Borrower, the Borrower shall mail a notice to the Holder, at least twenty (20) days prior to the record date specified therein (or thirty (30) days prior to the consummation of the transaction or event, whichever is earlier), of the date on which any such record is to be taken for the purpose of such dividend, distribution, right or other event, and a brief statement regarding the amount and character of such dividend, distribution, right or other event to the extent known at such time. The Borrower shall make a public announcement of any event requiring notification to the Holder hereunder substantially simultaneously with the notification to the Holder in accordance with the terms of this Section 4.9.

4.10 Remedies. The Borrower acknowledges that a breach by it of its obligations hereunder will cause irreparable harm to the Holder, by vitiating the intent and purpose of the transaction contemplated hereby. Accordingly, the Borrower acknowledges that the remedy at law for a breach of its obligations under the Notes will be inadequate and agrees, in the event of a breach or threatened breach by the Borrower of the provisions of the Notes, that the Holder shall be entitled, in addition to all other available remedies at law or in equity, and in addition to the penalties assessable herein, to an injunction or injunctions restraining, preventing or curing any breach of the Notes and to enforce specifically the terms and provisions thereof, without the necessity of showing economic loss and without any bond or other security being required.

4.11 Construction; Headings. This Note shall be deemed to be jointly drafted by the Company and the Holder and shall not be construed against any person as the drafter hereof. The headings of the Notes are for convenience of reference and shall not form part of, or affect the interpretation of, the Notes.

4.12 Usury. To the extent it may lawfully do so, the Company hereby agrees not to insist upon or plead or in any manner whatsoever claim, and will resist any and all efforts to be compelled to take the benefit or advantage of, usury laws wherever enacted, now or at any time hereafter in force, in connection with any action or proceeding that may be brought by the Holder in order to enforce any right or remedy under the Notes. Notwithstanding any provision to the contrary contained in the Notes, it is expressly agreed and provided that the total liability of the Company under the Notes for payments which under the applicable law are in the nature of interest shall not exceed the maximum lawful rate authorized under applicable law (the "Maximum Rate"), and, without limiting the foregoing, in no event shall any rate of interest or default interest, or both of them, when aggregated with any other sums which under the applicable law in the nature of interest that the Company may be obligated to pay under the Notes exceed such Maximum Rate. It is agreed that if the maximum contract rate of interest allowed by applicable law and applicable to the Notes is increased or decreased by statute or any official governmental action subsequent to the Issue Date, the new maximum contract rate of interest allowed by law will be the Maximum Rate applicable to the Notes from the effective date thereof forward, unless such application is precluded by applicable law. If under any circumstances whatsoever, interest in excess of the Maximum Rate is paid by the Company to the Holder with respect to indebtedness evidenced by this Note, such excess shall be applied by the Holder to the unpaid principal balance of any such indebtedness or be refunded to the Company, the manner of handling such excess to be at the Holder's election.

4.13 Severability. In the event that any provision of the Notes is invalid or unenforceable under any applicable statute or rule of law (including any judicial ruling), then such provision shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed modified to conform with such statute or rule of law. Any such provision which may prove invalid or unenforceable under any law shall not affect the validity or enforceability of any other provision of the Notes.

4.14 Terms of Future Financings. So long as this Note is outstanding, upon any issuance by the Borrower or any of its subsidiaries of any security, or amendment to a security that was originally issued before the Issue Date, with any term that the Holder reasonably believes is more favorable to the holder of such security or with a term in favor of the holder of such security that the Holder reasonably believes was not similarly provided to the Holder in the Notes, then (i) the Borrower shall notify the Holder of such additional or more favorable term within one (1) business day of the issuance and/or amendment (as applicable) of the respective security, and (ii) such term, at Holder's option, shall become a part of the transaction documents with the Holder (regardless of whether the Borrower complied with the notification provision of this Section 4.14). The types of terms contained in another security that may be more favorable to the holder of such security include, but are not limited to, terms addressing prepayment rate, interest rates, and original issue discounts. Notwithstanding the foregoing, this Section 4.14 shall not apply to any security issued or amended, or any term thereof, pursuant to or in connection with the Purchase Agreement, the Note Amendment Documents or the Merger.

4.15 Dispute Resolution. In the case of a dispute as to the determination of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, Issue, Closing or Maturity Date, the closing bid price, or fair market value (as the case may be) or the arithmetic calculation of the Conversion Price or the applicable prepayment amount(s) (as the case may be), the Borrower or the Holder shall submit the disputed determinations or arithmetic calculations via facsimile (i) within two (2) Trading Days after receipt of the applicable notice giving rise to such dispute to the Borrower or the Holder or (ii) if no notice gave rise to such dispute, at any time after the Holder learned of the circumstances giving rise to such dispute. If the Holder and the Borrower are unable to agree upon such determination or calculation within two (2) Trading Days of such disputed determination or arithmetic calculation (as the case may be) being submitted to the Borrower or the Holder, then the Borrower shall, within two (2) Trading Days, submit (a) the disputed determination of the Conversion Price, the closing bid price, or fair market value (as the case may be) to an independent, reputable investment bank selected by the Borrower and approved by the Holder or (b) the disputed arithmetic calculation of the Conversion Price, Conversion Amount, any prepayment amount or Default Amount, to an independent, outside accountant selected by the Holder that is reasonably acceptable to the Borrower. The Borrower shall cause at its expense the investment bank or the accountant to perform the determinations or calculations and notify the Borrower and the Holder of the results no later than two (2) Trading Days from the time it receives such disputed determinations or calculations. Such investment bank's or accountant's determination or calculation shall be binding upon all parties absent demonstrable error.

[signature page follows]

IN WITNESS WHEREOF, Borrower has caused the Notes to be signed in its name by its duly authorized officer on [__], 20[__].

NEXGEL, INC.

By: _____
Name: Brian J. Kieser
Title: Interim Chief Executive Officer

AGREED TO AND ACCEPTED BY:

HOLDER:

If an *individual*:

_____
Name:

If an *entity*:

[PARTY NAME]

By: _____
Name:
Title:

EXHIBIT A — NOTICE OF CONVERSION

The undersigned hereby elects to convert $[__] principal amount of the Note (defined below) into that number of shares of Common Stock to be issued pursuant to the conversion of the Note ("Common Stock") as set forth below, of **NEXGEL, INC.**, a Delaware corporation (the "Borrower"), according to the conditions of the unsecured convertible promissory note (replacement note) of the Borrower dated as of [__], 20[__] (the "Note"), as of the date written below. No fee will be charged to the Holder for any conversion, except for transfer taxes, if any.

Box Checked as to applicable instructions:

☐ The Borrower shall electronically transmit the Common Stock issuable pursuant to this Notice of Conversion to the account of the undersigned or its nominee with DTC through its Deposit Withdrawal Agent Commission system ("DWAC Transfer").

Name of DTC Prime Broker:
Account Number:

☐ The undersigned hereby requests that the Borrower issue a certificate or certificates for the number of shares of Common Stock set forth below (which numbers are based on the Holder's calculation attached hereto) in the name(s) specified immediately below or, if additional space is necessary, on an attachment hereto:

Date of Conversion:	_____
Applicable Conversion Price:	$
Number of Shares of Common Stock to be Issued Pursuant to Conversion of the Note:	_____
Amount of Principal Balance Due remaining Under the Note after this conversion:	_____

By: _____
Name:
Title:
Date:

Exhibit 10.1

NOTE AMENDMENT AND CONVERSION AGREEMENT

This **NOTE AMENDMENT AND CONVERSION AGREEMENT** (this "**Agreement**") is dated as of November 10, 2026, by and among NexGel, Inc., a Delaware corporation (the "**Company**"), and the noteholder identified on the signature page hereto (the "**Holder**").

WHEREAS, the Company and the Holder are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder (the "**Securities Act**");

WHEREAS, the Holder is the holder of one or more convertible promissory notes originally issued by the Company to the Holder (collectively, the "**Notes**"), in the aggregate principal amounts set forth on Exhibit A;

WHEREAS, the Company intends to enter into an Agreement and Plan of Merger or other similar business combination transaction agreement (the "**Merger Agreement**") pursuant to which the businesses and assets of a private company will be combined with the Company (the "**Merger**");

WHEREAS, the Company and the Holder desire to (a) amend the Notes to provide for the Amended Conversion Price, effective upon the execution and delivery of this Agreement, (b) provide for the conversion of the outstanding principal amount of the Holder's Notes into shares of Common Stock at the Amended Conversion Price, which conversion shall become effective only upon the consummation of the Merger, (c) provide for the extinguishment of the Holder's Notes and all outstanding obligations thereunder, which extinguishment shall become effective only upon the consummation of the Merger, and (d) amend the Existing Note Warrants, effective upon execution and delivery of this Agreement, and provide for their retention or, if applicable, surrender and cancellation as set forth in Section 2.6, in each case upon the terms and subject to the conditions stated in this Agreement, regardless of whether the Merger has been consummated;

WHEREAS, the Company intends to raise capital through the New Capital Financing, which may close and fund before and independently of the Conversion Closing, and the Holder may, at its option, participate in the New Capital Financing as set forth herein; and

WHEREAS, the parties intend that this Agreement be executed and delivered on the date hereof and that the conversion of the Notes be consummated at a subsequent closing that shall be effective only upon, and subject to, the consummation of the Merger.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the Company and the Holder agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"**2026 SEC Reports**" means (a) the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on March 31, 2026, as amended, and (b) any Quarterly Reports on Form 10-Q or any Current Reports on Form 8-K filed or furnished (as applicable) by the Company after January 1, 2026 and prior to the Business Day immediately preceding the date hereof, together in each case with any documents incorporated by reference therein or exhibits thereto.

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"**Aggregate Note Amount**" means, with respect to the Holder, the aggregate outstanding principal amount of the Holder's Notes as of the Conversion Closing Date.

"**Agreement**" has the meaning set forth in the recitals hereof.

"**Amended Conversion Price**" has the meaning set forth in Section 2.1 hereof.

"**Benefit Plan**" or "**Benefit Plans**" means employee benefit plans as defined in Section 3(3) of ERISA and all other employee benefit practices or arrangements, including, without limitation, any such practices or arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock options or other stock-based compensation, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, maintained by the Company or to which the Company or any of its Subsidiaries is obligated to contribute for employees or former employees of the Company and its Subsidiaries.

"**Board of Directors**" means the board of directors of the Company.

"**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"**Bylaws**" means the Amended and Restated Bylaws of the Company, as currently in effect and as in effect on the Closing Date.

"**Certificate of Incorporation**" means the Amended and Restated Certificate of Incorporation of the Company, as amended, as currently in effect and as in effect on the Closing Date.

"**Closing**" means the Conversion Closing.

"**Closing Date**" means the date on which the Merger is consummated.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Common Stock**" means the common stock, par value $0.001 per share, of the Company.

"**Common Stock Equivalents**" means any securities of the Company that would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"**Company**" has the meaning set forth in the recitals hereof.

"**Confidential Data**" has the meaning set forth in Section 3.30 hereof.

"**Conversion Closing**" has the meaning set forth in Section 2.3 hereof.

"**Conversion Closing Date**" has the meaning set forth in Section 2.3 hereof.

"**Conversion Conditions**" has the meaning set forth in Section 2.2 hereof.

"**Conversion Documents**" means customary conversion notices, instruments of surrender and other instruments that the Company or the Transfer Agent may reasonably request to evidence (but not effect) the conversion of the Notes and the cancellation of the Notes and all rights, title and interest arising therefrom pursuant to this Agreement.

"**Conversion Shares**" has the meaning set forth in Section 2.3 hereof.

"**DGCL**" means the Delaware General Corporation Law, as amended or superseded from time to time.

"**Disclosure Document**" has the meaning set forth in Section 5.3 hereof.

"**Disclosure Time**" has the meaning set forth in Section 5.3 hereof.

"**Drug Regulatory Agency**" means the U.S. Food and Drug Administration ("**FDA**") or other foreign, state, local or comparable governmental authority responsible for regulation of the research, development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation of drug or biological products and drug or biological product candidates.

"**Economic Effective Date**" has the meaning set forth in Section 2.5(b) hereof.

"**Election Deadline**" means 5:00 p.m. Eastern Time on November [20], 2026.

"**Environmental Laws**" has the meaning set forth in Section 3.15 hereof.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"**Exchange Cap**" means 19.99% of the outstanding Common Stock or any lower limit under Nasdaq Rule 5635(b), calculated in accordance with applicable Nasdaq rules and aggregating the Conversion Shares, the Interest Shares and any shares or other securities issued in the New Capital Financing.

"**Existing Note Warrants**" has the meaning set forth in Section 2.6(a) hereof.

"**Financial Statements**" has the meaning set forth in Section 3.8 hereof.

"**Financing Closing**" has the meaning set forth in Section 2.9 hereof.

"**Fundamental Representations**" means the representations and warranties made by the Company in Sections 3.1 (Organization and Power), 3.2 (Capitalization), 3.4 (Authorization), 3.5 (Valid Issuance), 3.6 (No Conflict), 3.7 (Consents), 3.8 (SEC Filings; Financial Statements), 3.18 (Nasdaq Stock Market), 3.19 (Sarbanes-Oxley Act), 3.23 (Price Stabilization of Common Stock), 3.24 (Investment Company Act), 3.25 (General Solicitation; No Integration or Aggregation), 3.26 (Brokers and Finders), 3.27 (Reliance by the Holder) and 3.28 (No Additional Agreements).

"**GAAP**" has the meaning set forth in Section 3.8 hereof.

"**GDPR**" has the meaning set forth in Section 3.31 hereof.

"**Governmental Authorizations**" has the meaning set forth in Section 3.11 hereof.

"**Health Care Laws**" has the meaning set forth in Section 3.21 hereof.

"**HIPAA**" has the meaning set forth in Section 3.30 hereof.

"**Holder**" has the meanings set forth in the recitals hereof.

"**Indemnified Persons**" has the meaning set forth in Section 5.10(a).

"**Intellectual Property**" has the meaning set forth in Section 3.12 hereof.

"**Interest Shares**" has the meaning set forth in Section 2.5(a) hereof.

"**IT Systems**" has the meaning set forth in Section 3.30 hereof.

"**Material Adverse Effect**" means any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) was, is, or would reasonably be expected to be, materially adverse to the business, financial condition, properties, assets, liabilities, stockholders' equity or results of operations of the Company and its Subsidiaries, taken as a whole, or (b) materially delays or materially impairs the ability of the Company to comply, or prevents the Company from complying, with its obligations under this Agreement, the other Transaction Agreements, the Merger Agreement or with respect to the Closing, or would reasonably be expected to do so; provided, however, that none of the following shall constitute or be taken into account in determining whether a Material Adverse Effect has occurred: (i) any matter disclosed in the 2026 SEC Reports, including the Company's going-concern qualification and existing or potential Events of Default, or (ii) any known trend in the Company's industry or business.

"**Merger**" has the meaning set forth in the recitals hereof.

"**Merger Agreement**" has the meaning set forth in the recitals hereof.

"**Nasdaq**" means the Nasdaq Stock Market LLC.

"**National Exchange**" means (i) on and prior to the Closing Date, The Nasdaq Capital Market, and (ii) following the Closing Date, any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question, together with any successor thereto: the NYSE American, The New York Stock Exchange, The Nasdaq Global Market, The Nasdaq Global Select Market and The Nasdaq Capital Market.

"**New Capital Financing**" means the Company's offering of shares of Common Stock at a purchase price of $0.275 per share on a pre-Reverse Split basis ($5.50 per share following the Reverse Split), together with five-year common stock purchase warrants providing 100% warrant coverage, exercisable for cash only at an exercise price of $0.50 per share on a pre-Reverse Split basis ($10.00 per share following the Reverse Split) (the "**New Capital Financing Warrants**"), with a target amount of $5,000,000 and a minimum first closing of $1,000,000, pursuant to the Securities Purchase Agreement.

"**Outside Date**" means March 31, 2027, subject to one extension of up to sixty (60) days by the Company and to automatic extension for so long as any required stockholder or Nasdaq approval remains pending.

"**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

"**Personal Data**" has the meaning set forth in Section 3.30 hereof.

"**Privacy Laws**" has the meaning set forth in Section 3.31 hereof.

"**Privacy Statements**" has the meaning set forth in Section 3.31 hereof.

"**Process**" or "**Processing**" has the meaning set forth in Section 3.31 hereof.

"**Regulatory Agencies**" has the meaning set forth in Section 3.20 hereof.

"**Replacement Note**" means a new unsecured convertible promissory note with a principal amount equal to the funded purchase price of the shares purchased in the New Capital Financing, bearing interest at 10% per annum, with a conversion price of $0.275 per share on a pre-Reverse Split basis and equivalent adjustment provisions and a maturity of twenty-four (24) months after issuance, ranking pari passu with the Notes, as more fully set forth in the definitive documents for the New Capital Financing.

"**Required New Financing Commitment**" means, for the Holder, the amount set forth opposite the Holder's name on Exhibit A hereto representing the Holder's pro rata share (based on the outstanding principal amount of its Notes relative to the aggregate outstanding principal amount of all Notes) of the $5,000,000 target amount of the New Capital Financing.

"**Reverse Split**" has the meaning set forth in Section 2.8 hereof.

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"**SEC**" means the U.S. Securities and Exchange Commission.

"**Securities"** means the Conversion Shares and the Interest Shares.

"**Short Sales**" include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock), in each case, solely to the extent it has the same economic effect as a "short sale" (as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act).

"**Securities Act**" has the meaning set forth in the recitals hereof.

"**Securities Purchase Agreement**" means the securities purchase agreement to be entered into by and among the Company and the investors party thereto in connection with the New Capital Financing.

"**Special Committee**" has the meaning set forth in Section 2.2 hereof.

"**Subsidiaries**" has the meaning set forth in Section 3.1 hereof.

"**Tax**" or "**Taxes**" means any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), whether or not imposed on the Company or its Subsidiaries, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs duties.

"**Tax Returns**" means returns, reports, information statements and other documentation (including any additional or supporting material) filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and shall include any amended returns required as a result of examination adjustments made by the Internal Revenue Service or other Tax authority.

"**Trading Day**" means any day on which the National Exchange is open for trading.

"**Transaction Agreements**" means this Agreement, the Conversion Documents and any other documents or agreements explicitly contemplated hereunder.

"**Transaction Fully Diluted Shares**" means the aggregate number of shares of Common Stock on a fully diluted basis, calculated by including (a) all shares of Common Stock outstanding as of the applicable determination time, other than shares included under clause (d), (b) all Conversion Shares and Interest Shares issuable upon conversion of the Notes, (c) all shares of Common Stock issuable upon exercise of the Existing Note Warrants, (d) all shares of Common Stock issued or issuable in the New Capital Financing, including all shares of Common Stock issuable upon exercise of the New Capital Financing Warrants, and (e) all shares of Common Stock reserved for or subject to the management incentive pool, but excluding (i) any warrants outstanding immediately prior to the issuance of the Notes and (ii) any employee stock options.

"**Transaction Oversight Committee**" has the meaning set forth in Section 2.2 hereof.

"**Transfer Agent**" means, with respect to the Common Stock, [Continental Stock Transfer & Trust Company], or such other financial institution that provides transfer agent services as the Company may engage from time to time.

"**Transfer Taxes**" means all real property transfer, sales, use, value added, stamp, documentary, recording, registration, conveyance, stock transfer, intangible property transfer, personal property transfer, gross receipts, registration, duty, securities transactions or similar fees or Taxes (together with any interest, penalty, or addition thereto) incurred in connection with the transactions contemplated by this Agreement.

"**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a National Exchange, the daily volume weighted average price of a share of Common Stock for such date (or the nearest preceding date) on the National Exchange on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is then listed or quoted on the OTCQB or OTCQX and not a National Exchange, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the OTCQB or OTCQX as applicable, or (c) if the Common Stock is not then listed or quoted for trading on the OTCQB or OTCQX and if the price for Common Stock is then reported in The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported.

2. Note Amendment; Conversion of Notes.

2.1 Amended Conversion Price. Effective upon the execution and delivery of this Agreement by the Company and the Holder, and notwithstanding anything to the contrary in the Notes, the conversion price under each Note is hereby amended to provide that the applicable conversion price shall be the lower of (a) $0.275 per share on a pre-Reverse Split basis ($5.50 per share following the Reverse Split) and (b) the reset conversion price that would otherwise apply under the existing terms of the Notes on the applicable one-year anniversary date (the "**Amended Conversion Price**"); provided, however, that if the Conversion Closing occurs before the applicable one-year anniversary date, the Conversion Shares issued at the Conversion Closing shall be calculated using a conversion price of $0.275 per share on a pre-Reverse Split basis ($5.50 per share following the Reverse Split). The amendment set forth in this Section 2.1 shall survive, and shall remain binding and effective, whether or not the Conversion Closing occurs, unless modified pursuant to the applicable Note documents.

2.2 Signing; Irrevocable Conversion Election. Concurrently with the execution and delivery of this Agreement, the execution and delivery of this Agreement by the Holder constitutes the Holder's irrevocable election to convert 100% of the outstanding principal amount of its Notes in accordance with Section 2.3, and such conversion shall become effective automatically at the Conversion Closing without further action by the Holder, the Company, the Transfer Agent or any other Person. The Holder shall promptly execute and deliver to the Company or the Transfer Agent, as applicable, any Conversion Documents that the Company or the Transfer Agent may reasonably request to evidence (but not effect) the conversion and cancellation contemplated by this Agreement. The Holder hereby irrevocably appoints the Company, acting by any officer thereof, as its attorney-in-fact, with such power coupled with an interest, solely to execute and deliver any Conversion Documents on the Holder's behalf to effect the conversion and cancellation contemplated by this Agreement if the Holder fails promptly to deliver them. The foregoing power of attorney is limited to such purpose and shall not authorize the Company or any officer thereof to take any other action on behalf of the Holder. The conversion and cancellation contemplated by this Agreement shall be effective whether or not any Conversion Documents have been delivered or executed by the Holder. The Conversion Conditions are: (a) the special committee of independent members of the Board of Directors (the "**Special Committee**") has received an independent valuation and fairness opinion regarding the Merger, (b) the Special Committee has received a third-party appraisal of the Company's inventory and building, and (c) the transaction oversight committee established by the Company or the Board of Directors (the "**Transaction Oversight Committee**") has been provided the final valuation, appraisal, audit and fairness materials and a reasonable opportunity to deliver its comments and recommendations to the Special Committee. The Merger must also have been consummated, which shall occur only upon the legal transfer of the agreed businesses and assets as set forth in the Merger Agreement. Except for the provisions of this Agreement that are expressly stated to be effective upon execution and delivery of this Agreement (including Sections 2.1, 2.5(a), 2.6(a) and 5.17), the obligations of the parties to be performed at the Conversion Closing shall become effective only upon, and subject to, the consummation of the Merger.

2.3 Conversion Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 6, the closing of the conversion of the Notes (the "**Conversion Closing**" and the date on which the Conversion Closing occurs, the "**Conversion Closing Date**") shall occur automatically on the date on which the Merger is consummated and the Conversion Conditions have been satisfied or waived. At the Conversion Closing, and effective automatically without further action by the Holder, the Company, the Transfer Agent or any other Person, 100% of the outstanding principal amount of the Holder's Notes shall convert into at least the number of shares of Common Stock (the "**Conversion Shares**") set forth opposite the Holder's name on Exhibit A hereto, representing an amount equal to (a) the Aggregate Note Amount divided by (b) the assumed Amended Conversion Price as of the date hereof, subject to adjustment for the Reverse Split and the treatment of fractional shares set forth in Section 2.8. If the Conversion Closing occurs before the applicable one-year anniversary date, the minimum number of Conversion Shares issued at the Conversion Closing shall be calculated using a conversion price of $0.275 per share on a pre-Reverse Split basis ($5.50 per share following the Reverse Split). The Company shall issue the Conversion Shares to the Holder, registered in the name of the Holder or in such nominee name(s) as designated by the Holder.

2.4 Note Cancellation; Effectiveness. The Notes shall remain outstanding until the Conversion Closing. Upon the Conversion Closing and issuance of the Conversion Shares, and whether or not any Conversion Documents have been delivered or executed, the Holder hereby agrees that the Notes held by the Holder and all rights, title and interest arising from such Notes (other than the right to receive the Conversion Shares and the Interest Shares and the rights expressly set forth in this Agreement) shall be deemed cancelled and extinguished, without need for surrender to the Company of such Notes or any other further action by any of the parties to such Notes, and the Notes shall thereupon be null and void and have no further force or effect. To the extent necessary or required to effectuate the transactions contemplated hereby, the Company and the Holder hereby agree that (A) this Agreement constitutes an amendment to the Holder's Notes and shall supersede all terms of the Notes that are inconsistent with the terms of this Agreement, and (B) to the extent not already waived, the Holder hereby amends and waives any rights associated with a change of control or similar event under the Notes in connection with the Merger.

2.5 Early Conversion. Notwithstanding the foregoing, the Holder may, at its sole discretion, convert the principal amount of its Notes at any point in time prior to the Conversion Closing.

2.5 Interest.

(a) Accrued Interest. On the Conversion Closing Date, all interest accrued and payable under the Notes through September 30, 2026 shall be issued and paid solely in shares of Common Stock (the "**Interest Shares**") based on the original conversion price of $0.60 per share on a pre-Reverse Split basis ($12.00 per share following the Reverse Split), as set forth on Exhibit A, subject to Section 5.11. Effective upon the execution and delivery of this Agreement, the Holder hereby elects to receive such interest in shares of Common Stock and waives any advance-notice or other procedural requirement under the Notes relating to such election.

(b) Conditional Interest Suspension. Interest that would otherwise accrue under the Notes from and after October 1, 2026 (the "**Economic Effective Date**") is hereby suspended and shall not be payable if the Conversion Closing occurs.

(c) Interest Reinstatement. If the Merger is not consummated by the Outside Date, interest under the Notes shall be reinstated retroactively from the Economic Effective Date, and such reinstated interest shall be paid in kind by addition to the principal amount of the Notes (or, at the Company's election, in shares of Common Stock), without default interest, in accordance with the otherwise applicable terms of the Notes.

2.6 Existing Note Warrants; New Financing Commitment Option.

(a) Warrant Amendments. Effective upon the execution and delivery of this Agreement, the exercise price of each common stock purchase warrant issued to the Holder in connection with the Notes (the "**Existing Note Warrants**") is hereby amended to $0.65 per share on a pre-Reverse Split basis ($13.00 per share following the Reverse Split). The original expiration date and all other terms of the Existing Note Warrants remain unchanged, except for any proportionate adjustments for the Reverse Split. The amendments set forth in this Section 2.6(a) shall survive whether or not the Merger is consummated.

(b) New Financing Commitment Option; Retention of Existing Note Warrants. The Holder may elect, at its option, to fund all, part or none of its Required New Financing Commitment in the New Capital Financing, and such funding is not a condition to the conversion of the Notes. If the Holder timely funds its full Required New Financing Commitment by the applicable funding deadline under the Securities Purchase Agreement, the Holder shall retain 100% of its Existing Note Warrants, as set forth opposite the Holder's name on Exhibit A hereto representing 50% of the number of shares determined by dividing (a) the original principal amount of the Holder's Notes by (b) the original conversion price of $0.60 per share, subject only to proportionate adjustment for the Reverse Split. If the Merger is not consummated, such retained Existing Note Warrants shall remain outstanding on the terms as amended by Section 2.6(a).

The Holder may request to purchase more than the Holder's Required New Financing Commitment, and any excess shall be allocated after timely basic elections are satisfied in accordance with the allocation procedures set forth in the Securities Purchase Agreement. A failure to fund any elected subscription by the applicable funding deadline under the Securities Purchase Agreement shall forfeit the applicable subscription, oversubscription, warrant-retention and other financing-related rights, and the Company may reallocate any unfunded amount.

(c) Warrant Surrender by Non-Participating Holders. If the Holder does not timely fund its full Required New Financing Commitment by the applicable funding deadline under the Securities Purchase Agreement, then, effective upon the Conversion Closing, the Holder shall surrender its Existing Note Warrants for cancellation, and such Existing Note Warrants shall be cancelled without further action and without consideration; for the avoidance of doubt, execution of this Agreement shall constitute the consent and agreement of the Holder on the cancellation and termination of the Existing Note Warrants if the Holder does not timely fund its full Required New Financing Commitment by the applicable funding deadline. If no Conversion Closing occurs, the Holder's Existing Note Warrants shall remain outstanding, subject to the surviving warrant amendments in Section 2.6(a) that expressly apply to the Holder.

2.7 Failure to Consummate the Merger. If the Merger is not consummated by the Outside Date, (a) the Holder's irrevocable conversion election under Section 2.2 shall automatically terminate and no Conversion Shares shall be issued; (b) the Notes shall remain outstanding on their existing terms at the Amended Conversion Price, including reinstated full-ratchet and reset protections in accordance with Section 5.19; (c) the waiver of existing Events of Default set forth in Section 5.18(a) shall survive, and the forbearance set forth in Section 5.18(b) shall end; (d) interest shall be reinstated in accordance with Section 2.5(c); (e) the amendments to the Existing Note Warrants set forth in Section 2.6(a) shall survive; and (f) any shares of Common Stock purchased by the Holder in the New Capital Financing shall be cancelled and exchanged, to the extent permitted by law, for a Replacement Note in the form attached as an exhibit to the Securities Purchase Agreement, and any New Capital Financing Warrants shall remain outstanding, in each case in accordance with the definitive documents for the New Capital Financing.

2.8 Reverse Stock Split; Fractional Shares. The 1-for-20 reverse stock split of the Common Stock effective October 12, 2026 (the "**Reverse Split**") shall apply to all share counts and per-share prices under this Agreement, which shall be proportionately adjusted without change to the economics hereof. Fractional shares shall be aggregated by the Holder and security, and any remaining fractional share shall be rounded up to the nearest whole share.

2.9 Financing Closing. The New Capital Financing may close and fund before, and independently of, the Conversion Closing and the consummation of the Merger (each such closing, a "**Financing Closing**"), and the proceeds thereof shall be available for immediate use by the Company.

3. Representations and Warranties of the Company. Except as set forth in the 2026 SEC Reports (but excluding the Fundamental Representations, which are not so qualified, and any risk factor disclosures contained under the heading "Risk Factors," any disclosure of risks included in any "forward-looking statements" disclaimer or any other statements that are similarly predictive or forward-looking in nature, in each case, other than any specific factual information contained therein), the Company hereby represents and warrants to the Holder that the statements contained in this Section 3 are true and correct as of the date of this Agreement and as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

3.1 Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and described in the 2026 SEC Reports and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such power and authority or to so qualify has not had and would not reasonably be expected to have a Material Adverse Effect. Each of the Company's subsidiaries (collectively, the "**Subsidiaries**") is wholly owned by the Company. Each of the Subsidiaries is duly incorporated or organized, as applicable, and validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has the requisite power and authority to carry on their business as now conducted and to own or lease its properties. Each of the Subsidiaries is duly qualified to do business as a foreign corporation and is in good standing in each jurisdiction in which such qualification is required unless the failure to so qualify has not had and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect.

3.2 Capitalization. The authorized capital stock of the Company consists of 25,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, par value $0.001 per share. The Company's disclosure of its issued and outstanding capital stock in the 2026 SEC Reports containing such disclosure was accurate in all material respects as of the date indicated in such 2026 SEC Reports. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable. None of the outstanding shares of capital stock of the Company were issued in violation of any preemptive or other similar rights of any securityholder of the Company which have not been waived, and such shares were issued in compliance in all material respects with applicable state and federal securities law and any rights of third parties. There are no outstanding rights (including, without limitation, pre-emptive rights), warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock or other equity interest in the Company or any of its Subsidiaries, or any contract, commitment, agreement, understanding or arrangement of any kind relating to the issuance of any capital stock of the Company or any such Subsidiary, any such convertible or exchangeable securities or any such rights, warrants or options, except for (i) options outstanding under the Company's equity incentive plans, including any options assumed in connection with the Merger and (ii) the Notes, the Existing Note Warrants and the Conversion Shares and Interest Shares issuable hereunder, and (iii) the shares of Common Stock, New Capital Financing Warrants and any Replacement Notes issued or issuable in connection with the New Capital Financing. As of the date of this Agreement, the capital stock of the Company conforms in all material respects to the description thereof contained in the 2026 SEC Reports; and all the outstanding shares of capital stock or other equity interests of each Subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign Subsidiary, for directors' qualifying shares) and are owned directly or indirectly by the Company, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party. There are no securities or instruments issued by or to which the Company is a party containing anti-dilution, rights of first refusal, rights of participation or similar provisions that will be triggered (which, for the avoidance of doubt, excludes any such anti-dilution, rights of first refusal, rights of participation or similar provision that will be waived in connection with the transactions contemplated by this Agreement and the Merger Agreement) by the issuance of the Conversion Shares or the Interest Shares pursuant to this Agreement.

3.3 Registration Rights. Except as set forth in the Transaction Agreements and the Merger Agreement, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

3.4 Authorization. The Company has all requisite corporate power and authority to enter into and perform its obligations under the Transaction Agreements and to issue and sell the Conversion Shares and the Interest Shares. The execution, delivery and performance of the Transaction Agreements to which the Company is a party and the issuance and sale of the Conversion Shares and the Interest Shares have been duly authorized by all necessary corporate action on the part of the Company, and no further consent or authorization of the Board of Directors, stockholders or any other Person is required, except for any required stockholder or Nasdaq approval. Each Transaction Agreement to which the Company is a party has been duly executed and delivered by the Company and, assuming due authorization, execution and delivery by the other parties thereto, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and similar laws relating to or affecting the rights of creditors generally or by general equitable principles.

3.5 Valid Issuance. The Conversion Shares and the Interest Shares have been duly and validly authorized and, subject to obtaining any required stockholder and Nasdaq approvals and sufficient authorized shares, upon issuance pursuant to the terms hereof, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than restrictions on transfer under applicable state and federal securities laws or as set forth in the Transaction Agreements), and the Holder shall be entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties made by the Holder in Section 4 hereof, the offer and issuance of the Conversion Shares and the Interest Shares to the Holder is and will be in compliance with applicable exemptions from (i) the registration and prospectus delivery requirements of the Securities Act and (ii) the registration and qualification requirements of applicable securities laws of the states of the United States.

3.6 No Conflict. Subject to submission and approval of a Nasdaq Listing Application and those certain stockholder approvals required under the Nasdaq listing rules, the execution, delivery and performance of the Transaction Agreements by the Company, the issuance and sale of the Conversion Shares and the Interest Shares and the consummation of the other transactions contemplated by the Transaction Agreements do not and will not (i) violate any provision of the Certificate of Incorporation or Bylaws, (ii) conflict with or result in a violation of or default (with or without notice or lapse of time, or the giving of consent or waiver, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations, applicable to the Company or any Subsidiary or their respective properties or assets, (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any Subsidiary is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject (including, without limitation, all applicable listing rules of the Nasdaq Capital Market), or by which any property or asset of the Company or any Subsidiary is bound or affected, or (iv) conflict with, result in a breach of, or require any consent, approval, authorization or waiver under the Merger Agreement that has not been obtained or made, except, in the case of clauses (ii) and (iii), as has not and would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

3.7 Consents. Assuming the accuracy of the representations and warranties of the Holder in Section 4, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body or other Person is required in connection with the authorization, execution or delivery by the Company of the Transaction Agreements, the issuance and sale of the Conversion Shares and the Interest Shares and the performance by the Company of its other obligations under the Transaction Agreements, except (a) as have been or will be obtained or made under the Securities Act or the Exchange Act, (b) the filing of any requisite notices and/or application(s) to the National Exchange for the issuance and sale of the Conversion Shares and the Interest Shares and the listing of the Conversion Shares or the Interest Shares for trading or quotation, as the case may be, thereon in the time and manner required thereby, (c) customary post-closing filings with the SEC or pursuant to state securities laws in connection with the offer and sale of the Conversion Shares and the Interest Shares by the Company in the manner contemplated herein, which will be filed on a timely basis, (d) the filing of any registration statement required under Section 5.21, (e) the Nasdaq Listing Application, and (f) such other consents, approvals, authorizations, filings or registrations the failure of which to obtain has not had and would not reasonably be expected to have a Material Adverse Effect. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain prior to the Closing pursuant to the preceding sentence have been obtained or made or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to the Closing.

3.8 SEC Filings; Financial Statements.

(a) Except as disclosed in the 2026 SEC Reports, the Company has filed all forms, statements, certifications, reports and documents required to be filed by it with the SEC under Sections 13, 14(a) and 15(d) of the Exchange Act for the one year preceding the date of this Agreement. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the filed 2026 SEC Reports complied in all material respects with the applicable requirements of the Exchange Act, and, as of the time they were filed, none of the filed 2026 SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments from the SEC staff with respect to the 2026 SEC Reports. To the Company's knowledge, none of the 2026 SEC Reports are the subject of an ongoing SEC review. The interactive data in eXtensible Business Reporting Language included in the 2026 SEC Reports fairly presents the information called for in all material respects and has been prepared in accordance with the SEC's rules and guidelines applicable thereto. The Company is not, and has never been, and after the Closing will not be, an issuer subject to Rule 144(i) under the Securities Act.

(b) The consolidated financial statements of the Company included in the 2026 SEC Reports (together with the related schedules and notes thereto, collectively, the "**Financial Statements**") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, and have been prepared in accordance with United States generally accepted accounting principles ("**GAAP**") (except as otherwise noted therein, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis unless otherwise noted therein throughout the periods therein specified. Except as set forth in the Financial Statements filed prior to the date hereof, the Company has not incurred any liabilities, contingent or otherwise, except (i) those incurred in the ordinary course of business, consistent with past practices since the date of such Financial Statements, or (ii) liabilities not required under GAAP to be reflected in the Financial Statements, in either case, none of which, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

3.9 Absence of Changes. Except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto, including the Merger Agreement and transactions related thereto, since December 31, 2025: (a) other than as disclosed in the 2026 SEC Reports, the Company has conducted its business only in the ordinary course of business and there have been no material transactions entered into by the Company or its Subsidiaries; (b) no material change to any material contract or arrangement by which the Company or its Subsidiaries is bound or to which any of its assets or properties is subject has been entered into that has not been disclosed in the 2026 SEC Reports or in writing to the Holder; and (c) there has not been any other event or condition of any character that has had or would reasonably be expected to have a Material Adverse Effect;

3.10 Absence of Litigation. There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the Company's knowledge, threatened against the Company or any Subsidiary which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, other than matters disclosed in the 2026 SEC Reports or otherwise disclosed in writing to the Holder, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company or any Subsidiary that have had or would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary, nor to the knowledge of the Company, any director or officer of the Company or any Subsidiary, is, or within the last five (5) years has been, the subject of any action involving a claim of violation of or liability under federal or state securities laws relating to the Company or such Subsidiary or a claim of breach of fiduciary duty relating to the Company or such Subsidiary.

3.11 Compliance with Law; Permits. None of the Company or any Subsidiary is in violation of, or has received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any governmental body, court or government agency or instrumentality, except for violations which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries have all required licenses, permits, certificates and other authorizations (collectively, "**Governmental Authorizations**") from such federal, state or local government or governmental agency, department or body that are currently necessary for the operation of the business of the Company and its Subsidiaries as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. None of the Company or any Subsidiary has received any written (or, to the Company's knowledge, oral) notice regarding any revocation or material modification of any such Governmental Authorization, which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, has or would reasonably be expected to result in a Material Adverse Effect.

3.12 Intellectual Property. The Company and its Subsidiaries own, or have rights to use, all material inventions, patent applications, patents, trademarks, trade names, service names, service marks, copyrights, trade secrets, know how (including unpatented and/or unpatentable proprietary of confidential information, systems or procedures) and other intellectual property as described in the 2026 SEC Reports that is necessary for, or used in the conduct of their respective businesses (collectively, "**Intellectual Property**"), except where any failure to own, possess or acquire such Intellectual Property has not had, and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Intellectual Property of the Company and its Subsidiaries has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part. To the Company's knowledge: (i) there are no third parties who have rights to any Intellectual Property, including no liens, security interests, or other encumbrances; and (ii) there is no infringement by third parties of any Intellectual Property, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. No action, suit, or other proceeding is pending, or, to the Company's knowledge, is threatened: (A) challenging the Company's or its Subsidiaries' rights in or to any Intellectual Property; (B) challenging the validity, enforceability or scope of any Intellectual Property; or (C) alleging that the Company or any of its Subsidiaries infringes, misappropriates, or otherwise violates any patent, trademark, trade name, service name, copyright, trade secret or other proprietary rights of others, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries have complied in all material respects with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any of its Subsidiaries in all material respects, and to the Company's knowledge all such agreements are in full force and effect. To the Company's knowledge, there are no material defects in any of the patents or patent applications included in the Intellectual Property. The Company and its Subsidiaries have taken all reasonable steps to protect, maintain and safeguard their Intellectual Property.

3.13 Employee Benefits. Except as would not be reasonably likely to result in a Material Adverse Effect, each Benefit Plan has been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code, the Patient Protection and Affordable Care Act of 2010, as amended, and other applicable laws, rules and regulations. The Company and its Subsidiaries are in compliance with all applicable federal, state and local laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. There is no labor dispute, strike or work stoppage against the Company or its Subsidiaries pending or, to the knowledge of the Company, threatened which may interfere with the business activities of the Company, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect.

3.14 Taxes. The Company and its Subsidiaries have filed all federal, state and foreign income Tax Returns and other Tax Returns required to have been filed under applicable law (or extensions have been duly obtained) and have paid all Taxes required to have been paid by them, except for those which are being contested in good faith and except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No assessment in connection with United States federal tax returns has been made against the Company. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not result in a Material Adverse Effect. No audits, examinations, or other proceedings with respect to any material amounts of Taxes of the Company and its Subsidiaries are presently in progress or have been asserted or proposed in writing without subsequently being paid, settled or withdrawn. There are no liens on any of the assets of the Company. The Company, at all times since inception, has been and continues to be each classified as a corporation for U.S. federal income tax purposes. Neither the Company nor any of its Subsidiaries has been a United States real property holding corporation within the meaning of Code Section 897(c)(2) during the period specified in Code Section 897(c)(1)(A)(ii).

3.15 Environmental Laws. The Company and its Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct its business and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals have not had and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Company or any Subsidiary has received since December 31, 2025, any written notice or other communication (in writing or otherwise), whether from a governmental authority or other Person, that alleges that the Company or any Subsidiary is not in compliance with any Environmental Law and, to the knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any Subsidiary's compliance with any Environmental Law in the future, except where such failure to comply has not had and would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company: (i) no current or (during the time a prior property was leased or controlled by the Company) prior property leased or controlled by the Company or any Subsidiary has received since December 31, 2025, any written notice or other communication relating to property owned or leased at any time by the Company, whether from a governmental authority, or other Person, that alleges that such current or prior owner or the Company or any Subsidiary is not in compliance with or violated any Environmental Law relating to such property and (ii) the Company has no material liability under any Environmental Law.

3.16 Title. Each of the Company and its Subsidiaries has good and marketable title to all personal property owned by it that is material to the business of the Company, free and clear of all liens, encumbrances and defects except such as do not materially and adversely affect the value of such property and do not materially and adversely interfere with the use made and proposed to be made of such property by the Company or its Subsidiaries, as the case may be. Any real property and buildings held under lease by the Company or its Subsidiaries is held under valid, subsisting and enforceable leases with such exceptions as are not material and do not materially and adversely interfere with the use made and proposed to be made of such property and buildings by the Company or its Subsidiaries, as the case may be. The Company does not own any real property.

3.17 Insurance. The Company carries or is entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is adequate for the conduct of its and its Subsidiaries' businesses and the value of its and its Subsidiaries' properties (owned or leased) and tangible assets, and each of such insurance policies is in full force and effect and the Company is in compliance in all material respects with the terms thereof. Other than customary end of policy notifications from insurance carriers, since December 31, 2025, the Company has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any insurance policy or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy.

3.18 Nasdaq Stock Market. The issued and outstanding shares of Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol "NXGL". Except as disclosed in the 2026 SEC Reports, including the April 22, 2026 Nasdaq minimum bid price deficiency letter, the Company is in compliance with all listing requirements of Nasdaq applicable to the Company. As of the date of this Agreement, there is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by Nasdaq or the SEC, respectively, to prohibit or terminate the listing of the Common Stock on the Nasdaq Capital Market or to deregister the Common Stock under the Exchange Act. The Company has taken no action that is designed to terminate the registration of the Common Stock under the Exchange Act.

3.19 Sarbanes-Oxley Act. Except for the material weaknesses disclosed in the 2026 SEC Reports, the Company is, and since December 31, 2025 has been, in compliance in all material respects with all applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder.

3.20 Products and Regulatory Compliance. Except as would not reasonably be expected to result in a Material Adverse Effect: (i) the Company and its Subsidiaries have made all filings and obtained all approvals required by the FDA or any other Regulatory Agency for the development, manufacture, sale or distribution of the products of the Company and its Subsidiaries, to the extent applicable; (ii) neither the Company nor any of its Subsidiaries has received any notice from any Regulatory Agency requiring the termination or suspension of, or imposing any clinical hold on, any product or product-related activity; and (iii) the Company and its Subsidiaries have operated and currently operate in compliance in all material respects with all applicable rules, regulations and policies of the Regulatory Agencies, to the extent applicable to their products and business.

3.21 Compliance with Health Care Laws. The Company and its Subsidiaries are in compliance in all material respects with all Health Care Laws to the extent applicable to the Company's current business and research use only products. For purposes of this Agreement, "**Health Care Laws**" means: (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et seq.) and the Public Health Service Act (42 U.S.C. Section 201 et seq.), and the regulations promulgated thereunder; (ii) all applicable federal, state, local and foreign health care fraud and abuse laws, including, without limitation, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)); (iii) HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. Section 17921 et seq.); (iv) the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010; (v) the European Union ("**EU**") Clinical Trials Regulation (Regulation (EU) No. 536/2014); (vi) the EU Regulation regarding community procedures for authorization and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency (Regulation (EC) No. 726/2004); (vii) licensure, quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies; (viii) all other local, state, federal, national, supranational and foreign laws, relating to the regulation of the Company or its Subsidiaries, and (ix) the regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof. Neither the Company nor any of its Subsidiaries has received written or, to the Company's knowledge, oral notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any court or arbitrator or governmental or regulatory authority or third party alleging that any product operation or activity is in material violation of any Health Care Laws nor, to the Company's knowledge, is any such claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action threatened. The Company and its Subsidiaries have filed, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and accurate on the date filed in all material respects (or were corrected or supplemented by a subsequent submission). Neither the Company nor any of its Subsidiaries is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company, any of its Subsidiaries nor any of their respective employees, officers, directors, or, to the knowledge of the Company, agents has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, suspension, or exclusion.

3.22 Accounting Controls and Disclosure Controls and Procedures. The Company maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to comply with the requirements of the Exchange Act applicable to the Company and provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that the Company maintains records that in reasonable detail accurately and fairly reflect the Company's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Board of Directors and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements. Except for the material weaknesses disclosed in the 2026 SEC Reports, since the end of the Company's most recent audited fiscal year, there have been no material weaknesses in the design or operation of the Company's internal control over financial reporting (whether or not remediated) and no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to provide reasonable assurance that all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure.

3.23 Price Stabilization of Common Stock. The Company has not taken, nor will it take, directly or indirectly, any action designed to stabilize or manipulate the price of the Common Stock to facilitate the sale or resale of the Conversion Shares or the Interest Shares, respectively.

3.24 Investment Company Act. The Company is not, and immediately after the receipt of payment for and issuance of the Conversion Shares and the Interest Shares will not be, an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended.

3.25 General Solicitation; No Integration or Aggregation. Neither the Company nor any other Person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of the Conversion Shares and the Interest Shares pursuant to this Agreement. Except with respect to the capital stock of the Company to be issued pursuant to the Merger Agreement, the Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (i) integrated with the offer and sale of the Conversion Shares and the Interest Shares pursuant to this Agreement for purposes of the Securities Act or (ii) aggregated with prior offerings by the Company for the purposes of the rules and regulations of Nasdaq. Assuming the accuracy of the representations and warranties of the Holder set forth in Section 4, neither the Company nor any of its Affiliates, its subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2) of the Securities Act for the exemption from registration for the transactions contemplated hereby.

3.26 Brokers and Finders. Except as disclosed on Schedule 3.26, neither the Company nor any other Person authorized by the Company to act on its behalf has retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

3.27 Reliance by the Holder. The Company has a reasonable basis for making each of the representations set forth in this Section 3. The Company acknowledges that each of the Holder will rely upon the truth and accuracy of, and the Company's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein.

3.28 No Additional Agreements. There are no agreements or understandings between the Company, on one hand, and the Holder, on the other hand, with respect to the transactions contemplated by the Transaction Agreements other than as specified in the Transaction Agreements (other than confidentiality, nondisclosure, or similar agreements).

3.29 Anti-Bribery and Anti-Money Laundering Laws; Sanctions. Each of the Company, its Subsidiaries and, to the knowledge of the Company, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and its participation in the offering will not violate: (A) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope, (B) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 US. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder, or (C) except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, any laws with respect to import and export control and economic sanctions, including the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, and economic sanctions regulations and executive orders administered by the U.S. Department of the Treasury Office of Foreign Asset Control.

3.30 Cybersecurity. The Company and its Subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Company and its Subsidiaries as currently conducted, and are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company and its Subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data ("**Confidential Data**") used or maintained in connection with their businesses and Personal Data (defined below), and the integrity, availability continuous operation, redundancy and security of all IT Systems. "**Personal Data**" means the following data used in connection with the Company's and its Subsidiaries' businesses and in their possession or control: (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or other tax identification number, driver's license number, passport number, credit card number or bank information; (ii) information that identifies or may reasonably be used to identify an individual; (iii) any information that would qualify as "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**"); and (iv) any information that would qualify as "personal data," "personal information" (or similar term) under the Privacy Laws. To the Company's knowledge, there have been no breaches, outages or unauthorized uses of or accesses to the Company's IT Systems, Confidential Data, or Personal Data that would require notification under Privacy Laws (as defined below). The Company has not received any written notice, complaint, or claim from any Person, or any notice from any Regulatory Agency, alleging that the Company or any Subsidiary has violated or is not in compliance with any Privacy Laws (as defined below) or that the Company or any Subsidiary must undertake, or has failed to undertake, any action to comply with any Privacy Laws.

3.31 Compliance with Data Privacy Laws. The Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable state, federal and foreign data privacy and security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively "**Process**" or "**Processing**") of Personal Data, including without limitation HIPAA, the EU General Data Protection Regulation ("**GDPR**") (Regulation (EU) No. 2016/679), all other local, state, federal, national, supranational and foreign laws relating to the regulation of the Company or its Subsidiaries, and the regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof (collectively, the "**Privacy Laws**"). To ensure material compliance with the Privacy Laws, the Company and its Subsidiaries have in place, comply with, and take all appropriate steps necessary to ensure compliance in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data and Confidential Data (the "**Privacy Statements**"). The Company and its Subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, at all times since December 31, 2023 provided accurate notice of its Privacy Statements then in effect to its customers, employees, third party vendors and representatives. None of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws.

3.32 Transactions with Affiliates and Employees. No relationship, direct or indirect, exists between or among the Company, on the one hand, and any director, officer, stockholder, customer or supplier of the Company, on the other hand, that is required to be described in any forms, statements, certifications, reports and documents required to be filed or furnished with the SEC under the Exchange Act or the Securities Act that has not been so described in accordance with the Exchange Act.

3.33 Merger Agreement. Upon execution of the Merger Agreement, all necessary corporate action will have been duly and validly taken by the Company to authorize the execution, delivery and performance of the Merger Agreement, and the Company will furnish or otherwise make available to the Holder a true and substantially complete copy of the Merger Agreement.

3.34 Disclosure. The Company confirms that it has not provided, and to the Company's knowledge, none of its officers or directors nor any other Person acting on its or their behalf has provided the Holder or its respective agents or counsel with any information that it believes constitutes material, non-public information except insofar as the existence, provisions and terms of the Transaction Agreements, the Merger Agreement, and the proposed transactions hereunder and thereunder may constitute such information, all of which will be disclosed by the Company in the Disclosure Document as contemplated by Section 5.3 hereof. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting transactions in securities of the Company.

4. Representations and Warranties of Each Holder. The Holder represents and warrants to the Company that the statements contained in this Section 4 are true and correct as of the date hereof and the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

4.1 Organization. If the Holder is an entity, the Holder is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted. If the Holder is an individual, the Holder has the legal capacity and authority to enter into and perform this Agreement and the other Transaction Agreements to which it will be a party.

4.2 Authorization. The Holder has all requisite corporate or similar power and authority to enter into this Agreement and the other Transaction Agreements to which it will be a party and to carry out and perform its obligations hereunder and thereunder. All corporate, member or partnership action on the part of the Holder or its stockholders, members or partners necessary for the authorization, execution, delivery and performance of this Agreement and the other Transaction Agreements to which it will be a party and the consummation of the other transactions contemplated herein has been taken. The signature of the Holder on this Agreement and each Transactions Agreement to which the Holder is a party, is genuine and the signatory to this Agreement and each Transactions Agreement to which the Holder is a party, if the Holder is an individual, has the legal competence and capacity to execute the same or, if the Holder is not an individual, the signatory has been duly authorized to execute the same on behalf of the Holder. The Holder has duly authorized the performance of the Holder's obligations under this Agreement and each Transaction Agreement to which the Holder is a party. Assuming this Agreement constitutes the legal and binding agreement of the Company, this Agreement constitutes a legal, valid and binding obligation of the Holder, enforceable against the Holder in accordance with its respective terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and/or similar laws relating to or affecting the rights of creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Conflicts. The execution, delivery and performance of the Transaction Agreements by the Holder, the acquisition of the Conversion Shares in exchange for the cancellation of the Holder's Notes and the consummation by the Holder of the other transactions contemplated hereby will not conflict with or result in any violation of, breach or default by the Holder (with or without notice or lapse of time, or both) under, conflict with, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a material benefit under (i) any provision of the organizational documents of the Holder, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable or (ii) any agreement or instrument, undertaking, credit facility, franchise, license, judgment, order, ruling, statute, law, ordinance, rule or regulations, applicable to the Holder or its respective properties or assets, except, in the case of clause (ii), as would not, individually or in the aggregate, be reasonably expected to materially delay or hinder the ability of the Holder to perform its obligations under the Transaction Agreements.

4.3A Ownership of Notes. The Holder is the sole legal and beneficial owner of its Notes as set forth on Exhibit A, free and clear of all liens, claims, security interests, options, charges and encumbrances of any nature. The Holder has not sold, assigned, transferred, pledged, hypothecated or otherwise disposed of or encumbered any of its Notes or any interest therein, nor has the Holder entered into any agreement to do any of the foregoing. The Holder has the full right, power and authority to surrender its Notes for cancellation as contemplated by this Agreement. Upon the cancellation of the Holder's Notes at the Closing, the Company will be released from all obligations under the Notes.

4.4 Residency. The Holder's residence (if an individual) or offices in which its investment decision with respect to the Securities was made (if an entity) are located at the address immediately below the Holder's name on Exhibit A, except as otherwise communicated by the Holder to the Company.

4.5 Brokers and Finders. The Holder has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.6 Investment Representations and Warranties. The Holder hereby represents and warrants that it is (i) if an entity, a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" as that term is defined in Rule 501(a) under Regulation D promulgated pursuant to the Securities Act and an "institutional account" as defined by FINRA Rule 4512(c); or (ii) if an individual, an "accredited investor" as that term is defined in Rule 501(a) of Regulation D of the Securities Act and has such knowledge and experience in financial and business matters as to be able to protect its own interests in connection with an investment in the Securities. The Holder further represents and warrants that it is capable of evaluating the merits and risks of such investment and, if an entity, has not been organized for the purpose of acquiring the Securities. The Holder understands and agrees that the offering and issuance of the Securities has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of the Holder's representations as expressed herein.

4.7 Intent. The Holder is acquiring the Securities solely for investment purposes, for the Holder's own account and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and the Holder has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to the Holder's right at all times to sell or otherwise dispose of all or any part of such securities in compliance with applicable federal and state securities laws. Notwithstanding the foregoing, if the Holder is acquiring the Securities as a fiduciary or agent for one or more investor accounts, the Holder has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. The Holder has no present arrangement to sell the Securities to or through any Person or entity. The Holder understands that the Securities must be held indefinitely unless such securities are resold pursuant to a registration statement under the Securities Act or an exemption from registration is available. Nothing contained herein shall be deemed a representation or warranty by the Holder to hold the Securities for any period of time.

4.8 Investment Experience; Ability to Protect Its Own Interests and Bear Economic Risks. The Holder acknowledges that it can bear the economic risk and complete loss of its investment in the Securities and has knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement and contemplated hereby, and the Holder has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as the Holder has considered necessary to make an informed investment decision.

The Holder acknowledges that it (i) is a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (ii) has exercised independent judgment in evaluating its participation in the acquisition of the Securities. The Holder acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Securities, including those set forth in the Company's filings with the SEC. Alone, or together with any professional advisor(s), the Holder has adequately analyzed and fully considered the risks of an investment in the Securities and determined that the Securities are a suitable investment for the Holder. The Holder is, at this time and in the foreseeable future, able to afford the loss of the Holder's entire investment in the Securities and the Holder acknowledges specifically that a possibility of total loss exists.

4.9 Independent Investment Decision. The Holder understands that nothing in the Transaction Agreements or any other materials presented by or on behalf of the Company to the Holder in connection with the acquisition of the Securities constitutes legal, tax or investment advice. The Holder has consulted such legal, tax and investment advisors as it, in its sole discretion, has deemed necessary or appropriate in connection with its acquisition of the Securities.

4.10 Securities Not Registered; Legends. The Holder acknowledges and agrees that the Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act, and the Holder understands that the Securities have not been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Securities must continue to be held and may not be offered, resold, transferred, pledged or otherwise disposed of by the Holder unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each case in accordance with any applicable securities laws of any state of the United States. The Holder understands that the exemptions from registration afforded by Rule 144 (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions including, but not limited to, the time and manner of sale, the holding period and on requirements relating to the Company which are outside of the Holder's control and which the Company may not be able to satisfy, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. The Holder acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Securities. The Holder acknowledges that no federal or state agency has passed upon or endorsed the merits of the offering of the Securities or made any findings or determination as to the fairness of this investment.

The Holder understands that any certificates or book entry notations evidencing the Securities may bear one or more legends in substantially the following form:

"NEITHER THE ISSUANCE AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE NOR THE SECURITIES INTO WHICH THESE SECURITIES ARE EXERCISABLE HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR (B) AN OPINION OF COUNSEL (WHICH MAY BE THE LEGAL COUNSEL OPINION (AS DEFINED IN THE PURCHASE AGREEMENT)), IN A GENERALLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR (II) UNLESS SOLD PURSUANT TO RULE 144, RULE 144A, REGULATION S UNDER SAID ACT, OR OTHER APPLICABLE EXEMPTION. NOTWITHSTANDING THE FOREGOING, THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

In addition, the Securities may contain a legend regarding affiliate status of the Holder, if applicable, provided that the Company will notify the Holder in advance of Closing if such a legend is to be placed on its Securities.

4.11 [Reserved.]

4.12 No General Solicitation. The Holder acknowledges and agrees that the Holder is acquiring the Securities directly from the Company in exchange for the conversion of the Holder's Notes. The Holder became aware of this transaction solely by means of direct contact from the Company as a result of a pre-existing, substantive relationship with the Company, and/or their respective advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, Affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons. The Holder is not acquiring the Securities as a result of any general or public solicitation or general advertising or publicly disseminated advertisement, article, notice or other communication regarding the Securities published in any newspaper, magazine or similar media or broadcast over television, radio or the internet or presented in any seminar or, to its knowledge, general solicitation, within the meaning of the Securities Act.

4.13 Access to Information. In making its decision to convert its Notes into Securities, the Holder has relied solely upon independent investigation made by the Holder, upon the 2026 SEC Reports and upon the representations, warranties and covenants of the Company set forth herein. The Holder acknowledges and agrees that the Holder and the Holder's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company regarding the Company, its business and the terms and conditions of the conversion of the Notes into Securities as the Holder and the Holder's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Securities and that the Holder has independently made its own analysis and decision to invest in the Company. Neither such inquiries nor any other due diligence investigation conducted by the Holder shall modify, limit or otherwise affect the Holder's right to rely on the Company's representations and warranties contained in this Agreement.

4.14 Certain Trading Activities. Other than consummating the transaction contemplated hereby, the Holder has not, nor has any Person acting on behalf of or pursuant to any understanding with the Holder, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Holder was first contacted by the Company or any other Person regarding the transaction contemplated hereby and ending immediately prior to execution of this Agreement. Notwithstanding the foregoing, (i) in the case that the Holder is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Holder's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Holder's assets, the representation set forth above shall only apply with respect to the portion of the assets managed by the portfolio manager that made the investment decision to acquire the Conversion Shares and the Interest Shares covered by this Agreement and (ii) in the case that the Holder's investment adviser utilized an information barrier with respect to the information regarding the transactions contemplated hereunder after first being contacted by the Company or such other Person representing the Company, the representation set forth above shall only apply after the point in time when the portfolio manager who manages the Holder's assets was informed of the information regarding the transactions contemplated hereunder and, with respect to the Holder's investment adviser, the representation set forth above shall only apply with respect to any purchases or sales, including Short Sales, of the securities of the Company on behalf of other funds or investment vehicles for which the Holder's investment adviser is also an investment adviser or subadviser after the point in time when the portfolio manager who manages the assets of such other funds or investment vehicles for which the Holder's investment adviser is also an investment adviser or sub-adviser was informed of the information regarding the transactions contemplated hereunder. Other than to other Persons party to this Agreement and to its advisors and agents who had a need to know such information, the Holder has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

4.15 Disqualification Event. To the extent the Holder is one of the covered persons identified in Rule 506(d)(1), the Holder represents that no Disqualification Event is applicable to the Holder or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. The Holder hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Holder or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this Section, "Rule 506(d) Related Party" means a person or entity that is a beneficial owner of the Holder's securities for purposes of Rule 506(d) of the Securities Act.

5. Covenants.

5.1 Further Assurances. After the date hereof, each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions hereof and compliance with applicable law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms hereof. Each Holder acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, the Holder agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 4 are no longer accurate, and the Company agrees to promptly notify the Holder if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 3 are no longer accurate.

5.2 Listing. The Company shall use reasonable best efforts to maintain the listing and trading of the Common Stock on The Nasdaq Capital Market and, in accordance therewith, will use reasonable best efforts to comply in all material respects with the Company's reporting, filing and other obligations under the rules and regulations of Nasdaq. The Company shall also use its reasonable best efforts to take all steps necessary to cause the Conversion Shares and the Interest Shares to be approved for listing on The Nasdaq Capital Market as promptly as possible.

5.3 Disclosure of Transactions. The Company shall, by 9:00 a.m., New York City time, on the first (1st) Business Day immediately following the date hereof (provided that, if this Agreement is executed between midnight and 9:00 a.m., New York City time on any Business Day, no later than 9:01 a.m. on the date hereof), issue a press release and ensure that the Company shall substantially contemporaneously file with the SEC a Current Report on Form 8-K (including all exhibits thereto, the "**Disclosure Document**" and the actual filing of such press release and/or Current Report on Form 8-K, the "**Disclosure Time**") disclosing (i) all material terms of the transactions contemplated hereby and by the other Transaction Agreements and the Merger Agreement and attaching this Agreement, the other Transaction Agreements and the Merger Agreement as exhibits to such Disclosure Document, and (ii) all material non-public information concerning the Company, the transactions contemplated hereby or the transactions contemplated by the Merger Agreement disclosed to the Holder prior to the Disclosure Time. Following the Disclosure Time, the Holder shall not be in possession of any material non-public information received from the Company, its Subsidiaries or any of their respective officers, directors, employees or agents. From and after the issuance of the Disclosure Document, the Company shall not provide material non-public information to the Holder, unless otherwise specifically agreed in writing by the Holder prior to any such disclosure. The Company understands and confirms that the Holder will rely on the foregoing representations in effecting securities transactions. Notwithstanding anything in this Agreement to the contrary, the Company shall not disclose the name of the Holder or any of its Affiliates or advisors, or include the name of the Holder or any of its Affiliates or advisors in any marketing materials (whether or not made publicly available), press release, public announcement or filing with the SEC or any regulatory agency, without the prior written consent of the Holder, except (i) as required by federal securities law in connection with the filing of final Transaction Agreements with the SEC or pursuant to other routine proceedings of regulatory authorities, or (ii) to the extent such disclosure is required by law, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq, provided that the Company shall use commercially reasonable efforts to provide the Holder with prior written notice of and a reasonable opportunity to review such disclosure permitted under the foregoing clauses (i) and (ii).

5.4 Integration. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or issuance of the Securities in a manner that would require the registration under the Securities Act of the issuance of the Securities to the Holder, or that will be integrated with the offer or issuance of the Securities for purposes of the rules and regulations of any National Exchange such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction; provided, however, that this Section 5.4 shall not limit the Company's right to issue shares of capital stock pursuant to the Merger Agreement.

5.5 Removal of Legends.

(a) Once a registration statement covering the resale of the Conversion Shares and the Interest Shares is declared effective, the Company shall use its reasonable best efforts to promptly remove all restrictive legends, including the legend set forth in Section 4.10 above (or, in the event that Conversion Shares the Interest Shares are issued upon exercise after the Registration Statement is declared effective, the Conversion Shares and the Interest Shares shall be issued without restrictive legends). Further, the Company shall use its reasonable best efforts to remove all restrictive legends, including the legend set forth in Section 4.10 above, (i) following any transfer or sale of such Conversion Shares and Interest Shares once such Conversion Shares and Interest Shares are eligible for transfer or sale pursuant to Rule 144 or any other applicable exemption from the registration requirements of the Securities Act, or (ii) if such Conversion Shares and Interest Shares are eligible for resale under Rule 144(b)(1) or any successor provision (or, in the event that Conversion Shares and Interest Shares are issued upon exercise after the conditions set forth in clauses (i) and (ii) above, the Conversion Shares and the Interest Shares shall be issued without restrictive legends). Without limiting the foregoing, either (i) upon request of the Holder and upon receipt by the Company of an opinion of counsel reasonably satisfactory to the Company to the effect that such legend is no longer required under the Securities Act and applicable state securities laws or (ii) the Company shall promptly cause the legend to be removed from any certificate for any Conversion Shares and Interest Shares in accordance with the terms of this Agreement and deliver, or cause to be delivered, to the Holder new certificate(s) representing the Conversion Shares and the Interest Shares that are free from all restrictive and other legends or, at the request of the Holder, via DWAC transfer to the Holder's account. In connection with any sale, assignment, transfer or other disposition of the Conversion Shares or the Interest Shares by the Holder pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by the Holder with the requirements of this Agreement, if requested by the Holder by notice to the Company, the Company shall request the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends as soon as reasonably practicable following any such request therefor from the Holder, provided that the Company has timely received from the Holder customary representations and other documentation reasonably acceptable to the Company in connection therewith. The Company shall be responsible for the fees of its Transfer Agent and its legal counsel associated with such legend removal.

(b) Subject to receipt from the Holder by the Company and the Transfer Agent of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith, upon the earliest of such time as the Conversion Shares and the Interest Shares (i) have been registered under the Securities Act pursuant to an effective registration statement; (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) without the requirement for the Company to be in compliance with the current public information requirements under Rule 144(c)(1) (or any successor provision), the Company shall, in accordance with the provisions of this Section 5.5(b) and as soon as reasonably practicable following any request therefor from the Holder accompanied by such customary and reasonably acceptable documentation acceptable to the Company and its counsel, (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares, and (B) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act if required by the Transfer Agent to effect the removal of the legend in accordance with the provisions of this Agreement.

5.6 Withholding Taxes. The Holder agrees to furnish the Company with any information, representations and forms as shall reasonably be requested by the Company from time to time to assist the Company in complying with any applicable tax law (including any withholding obligations).

5.7 Fees. The Company shall be solely responsible for the payment of any placement agent's fees, financial advisory fees, or broker's commissions (other than for Persons engaged by the Holder) relating to or arising out of the transactions contemplated hereby.

5.8 No Conflicting Agreements. The Company will not take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with the Company's obligations to the Holder under the Transaction Agreements.

5.9 Reporting Status. The Company shall timely file all reports required to be filed with the SEC pursuant to the Exchange Act, and the Company shall not terminate its status as an issuer required to file reports under the Exchange Act even if the Exchange Act or the rules and regulations thereunder would otherwise permit such termination.

5.10 Indemnification.

(a) The Company agrees to indemnify and hold harmless each Holder and its Affiliates and each Person who controls the Holder (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents (collectively, the "**Indemnified Persons**"), from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Indemnified Person may become subject (i) as a result of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Agreements or (ii) as a result of or arising out of any action, claim or proceeding, pending or threatened, against an Indemnified Person in any capacity by any stockholder of the Company who is not an Affiliate of the Indemnified Person, whether directly or in a derivative capacity, with respect to the transactions contemplated by the Transaction Agreements (unless such action, claim or proceeding is based upon a breach of the Holder's representations, warranties or covenants under the Transaction Agreements), and in each case will reimburse any such Indemnified Person for all such amounts as they are incurred by such Indemnified Person.

(b) Any Person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any Person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such Person unless (a) the indemnifying party has agreed in writing to pay such fees or expenses, (b) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such Person or (c) in the reasonable judgment of any such Person, based upon written advice of its counsel, a conflict of interest exists between such Person and the indemnifying party with respect to such claims (in which case, if the Person notifies the indemnifying party in writing that such Person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such Person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the indemnified party in respect of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the indemnified party. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

5.11 Beneficial Ownership Limitation; Exchange Cap. The Holder's existing 4.99% beneficial ownership limitation under the Notes shall apply to the issuance of the Conversion Shares and the Interest Shares and may be increased to 9.99% upon sixty-one (61) days' prior written notice to the Company; any other change shall require the prior written consent of the Company. To the extent the issuance of any Securities would exceed such limitation, the Holder's rights shall be preserved and such Securities shall be reserved and issued in permitted installments or held in abeyance. Issuances in excess of the Exchange Cap or any limit under Nasdaq Rule 5635(b) shall remain subject to stockholder approval. Any such excess may be issued as pre-funded warrants, convertible preferred stock or held in abeyance. For avoidance of doubt, in no event shall any such excess be settled in cash by the Company.

5.12 Reservation of Common Stock. As of the date hereof, the Company has reserved and the Company shall continue to reserve and keep available at all times, free of preemptive rights, a sufficient number of shares of Common Stock for the purpose of enabling the Company to issue the Conversion Shares and the Interest Shares.

5.13 No Amendment or Waiver of Merger Agreement Terms. The Company shall not, and shall not permit any of its Subsidiaries to, amend, modify, supplement, terminate or waive (or fail to contest an action regarding a breach of or agree to amend, modify, supplement, terminate or waive) any provision of the Merger Agreement or any other Transaction Agreement in a manner that would reasonably be expected to materially and adversely affect the benefits that the Holder would reasonably expect to receive pursuant to this Agreement without the prior written consent of the Holder, it being agreed that any amendment or modification to the definition of "Conversion Shares" shall be deemed to materially and adversely affect the benefits that the Holder would reasonably expect to receive under this Agreement.

5.14 [Reserved.]

5.16. Equal Treatment of Holder. No consideration shall be offered or paid to the Holder to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration is also offered to all of the holders of Notes issued by the Company (the "**Note Holders**"). The Company further confirms that there are no side letters or other agreements giving any Note Holder any additional rights or benefits other than as set forth in the Transaction Agreements (other than confidentiality, nondisclosure, or similar agreements). The Company shall not be entitled to redeem or repurchase any of the Conversion Shares or the Interest Shares unless such redemption or repurchase is on a pro-rata basis amongst all Note Holders. For clarification purposes, this provision constitutes a separate right granted to each Note Holder by the Company and negotiated separately by each Note Holder and shall not in any way be construed as the Note Holders acting in concert or as a group with respect to the purchase, disposition or voting of shares of Common Stock or otherwise.

5.17 Holder Consents. Effective upon the execution and delivery of this Agreement, the Holder hereby (a) consents to the New Capital Financing, including the issuance of shares of Common Stock and New Capital Financing Warrants, the use of proceeds thereof and any Financing Closing occurring before the Conversion Closing; (b) consents to the issuance of Replacement Notes at a conversion price of $0.275 per share on a pre-Reverse Split basis, their pari passu ranking with the Notes, and the survival of the New Capital Financing Warrants at an exercise price of $0.50 per share on a pre-Reverse Split basis; (c) consents to the Company's pursuit and consummation of the Merger and other approved recapitalizations, restructurings, reorganizations, mergers and strategic transactions; (d) consents to approved sales, transfers, licensing and monetization of non-core assets, excluding a sale of all or substantially all of the Company's assets unless separately approved as required; and (e) expressly and comprehensively waives all restrictions under the Notes, the securities purchase agreement pursuant to which the Notes were issued and the related financing documents as to all transactions contemplated by this Agreement, including any right of first refusal, variable rate transaction prohibition, most favored nation right, use-of-proceeds limitation and 20% prepayment offer, and agrees that any additional purchase rights thereunder are terminated.

5.18 Waiver of Existing Defaults; Forbearance. (a) The Holder hereby irrevocably waives all existing and potential Events of Default (as defined in the Notes), including any registration statement, Form 8-K/A or share-reserve default, together with any default interest and acceleration premium, as identified on Schedule 5.18 hereto. (b) The Holder agrees not to take any enforcement action under the Notes through the Outside Date; provided that such forbearance shall end on the Outside Date if the Merger has not been consummated.

5.19 Anti-Dilution. The anti-dilution and VWAP reset protections under the Notes are waived solely in connection with the consummation of the Conversion Closing. If the Conversion Closing does not occur by the Outside Date, such protections shall be reinstated in accordance with the existing terms of the Notes; provided, however, that the Amended Conversion Price shall remain in effect and continue to govern the Notes.

5.20 Release. Effective upon the Conversion Closing, the Holder irrevocably releases the Company and each of its current and former directors, officers, employees, stockholders, agents, representatives, affiliates, successors and assigns from all claims relating to the Notes, prior financings of the Company and the transactions contemplated by this Agreement; provided, however, that nothing herein shall release or impair any rights of the Holder under this Agreement or with respect to any securities issued pursuant hereto, or any claims that cannot be waived under applicable law.

5.21 Resale Registration. The Company shall use commercially reasonable efforts to file a registration statement covering the resale of the Conversion Shares and the Interest Shares within sixty (60) days after the Conversion Closing, which target is not a guaranteed effectiveness date; provided that, if at any time during such sixty (60)-day period the Company is not eligible or otherwise permitted under applicable law or SEC rules to file an S-1 or S-3 registration statement covering the resale of the Conversion Shares and the Interest Shares, the Company shall not be in breach of this Section 5.21 solely by reason of not filing such registration statement within such period, so long as it uses commercially reasonable efforts to file such registration statement as soon as reasonably practicable after it becomes eligible or permitted to do so. Such filing obligation supersedes any registration deadlines under the existing financing documents and shall not give rise to liquidated damages. Within two (2) Business Days after such registration statement is declared effective, the Company shall deliver to the Holder (via email) a statement from the Transfer Agent showing the Holder's Conversion Shares held in unrestricted form. If the Conversion Shares are not registered for resale within six (6) months after the Conversion Closing and Rule 144 is not available for their resale without restriction, the Company shall issue additional Conversion Shares, if any, based on the five-Trading-Day VWAP reference period under the Notes rolled forward through the date unrestricted shares are delivered to the Holder, subject to the Beneficial Ownership Limitation and the Exchange Cap set forth in Section 5.11.

5.22 Holder Covenants. Prior to the earlier of the Conversion Closing and the termination of this Agreement, the Holder shall (a) support the transactions contemplated hereby and not delay or frustrate them, (b) promptly execute definitive documents substantially consistent with this Agreement, (c) not transfer the Notes or the Existing Note Warrants, except to an Affiliate that agrees in writing to be bound by this Agreement or with the prior written consent of the Company and in accordance with the terms of this Agreement, (d) provide customary investor, ownership, tax and transfer agent information reasonably requested by the Company, (e) maintain the confidentiality of information received in connection with the transactions contemplated hereby and comply with applicable standstill and trading restrictions, (f) reasonably cooperate with required corporate, stockholder, Nasdaq, SEC and other approvals, (g) vote its securities in favor of proposals recommended by the Board of Directors and the Special Committee, subject to applicable law, (h) acknowledge that it is not acting as part of a group for purposes of Section 13(d) of the Exchange Act, and (i) acknowledge the Company's financial condition, going-concern qualification, potential Events of Default and SEC risk factors as disclosed in the 2026 SEC Reports, that it is a sophisticated investor, and that it has not relied on any representation not expressly set forth in this Agreement.

5.23 Future Participation Right. The rights set forth in this Section 5.23 shall become effective only upon the Conversion Closing and shall continue until the second anniversary of the Conversion Closing Date. During such period, the holders of Notes that converted at the Conversion Closing (collectively, the "**Converting Noteholder Group**") shall have a collective right to participate in 25% of each Qualified Financing. Each Holder's portion of such collective right shall be allocated pro rata based on the number of Conversion Shares then beneficially owned by such Holder relative to the aggregate number of Conversion Shares then beneficially owned by all members of the Converting Noteholder Group, in each case determined immediately before the applicable financing. The Company shall provide each Holder with written notice of the material terms of the applicable Qualified Financing and such Holder's allocation, and each Holder shall have five (5) Business Days after receipt of such notice to elect to participate, unless a shorter period is reasonably required to complete the applicable Qualified Financing. The participation rights set forth in this Section 5.23 shall not include any oversubscription right. Any unused allocation shall expire, and the Company may reallocate any unused or unfunded allocation. A Holder's participation right may be sold, transferred or assigned only with the Company's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed. For purposes of this Section 5.23, "**Qualified Financing**" means a bona fide primary equity financing for cash approved by the Company that is not principally structured for an existing Holder; provided that "Qualified Financing" shall not include (i) the conversion of the Notes, (ii) the New Capital Financing, (iii) the Merger, (iv) issuances to employees or pursuant to incentive arrangements, (v) issuances in connection with acquisitions, (vi) strategic transactions, (vii) exercises or conversions of outstanding securities, (viii) at-the-market offerings, (ix) equity lines, (x) standby purchase agreements, (xi) registered direct facilities, (xii) rights offerings, (xiii) warrant inducements, (xiv) securities issued under equity compensation plans, or (xv) similar market-access or non-cash transactions. Nothing in this Section 5.23 shall cause the Holders to be deemed a group for purposes of Section 13(d) of the Exchange Act, and nothing herein shall obligate any Holder to participate in any Qualified Financing.

5.24 Special Committee and Transaction Oversight Committee. The Company shall cause the Board of Directors to appoint a Special Committee of independent Board members which, subject to confirmation by the Board of Directors and counsel that Aviv Argaman, Steve Glassman and Steve Ciardiello are independent and disinterested with respect to the Merger, shall consist of Aviv Argaman, Steve Glassman and Steve Ciardiello. The Special Committee shall supervise the independent valuation, appraisal, audit and fairness opinion process, retain and direct the applicable independent advisors, evaluate the proposed Merger and, after considering the comments and recommendations of the Transaction Oversight Committee, make the final determination or recommendation regarding the equity consideration within the range specified in Section 5.25, subject to final Board approval and applicable fiduciary duties. The Company or the Board of Directors shall also establish a Transaction Oversight Committee consisting of two (2) independent members. The chair shall be appointed by the current Special Committee for Strategic Review from among the ten (10) largest unaffiliated holders of the Company's outstanding Notes and/or Common Stock, and the chair shall appoint the remaining member from among the Company's Noteholders. No member of the Transaction Oversight Committee may be affiliated with the Company, Fountainhead, Sequence, Nvision or any participant in the Merger. The Transaction Oversight Committee shall have the right to receive updates regarding the valuation, appraisal and fairness opinion process, review the substantially final reports and related materials, and provide comments and recommendations to the Special Committee regarding the Merger, including the proposed private company ownership percentage. The Transaction Oversight Committee shall serve solely in an advisory and oversight capacity and shall have no authority to approve, reject or otherwise bind the Company, the Board of Directors or the Special Committee or assume any fiduciary responsibility of the Board of Directors or the Special Committee.

5.25 Private Company Consideration; Management Pool. The Company shall cause the consideration issued to the private company in the Meger for the contribution of its operating businesses and assets to represent no less than 45% and no more than 50% of the Company's Transaction Fully Diluted Shares, as finally determined by the Special Committee following receipt of an independent valuation and fairness opinion. This range shall exclude any shares issued upon conversion of Notes held by Sequence or Brian Kieser, which shall be determined independently and on the same terms as for all other Holders. The Company shall disclose in the definitive documents the management incentive pool of approximately 6% of the Company's Transaction Fully Diluted Shares and shall obtain approval of the Special Committee or another committee of independent directors for that pool.

5.26 Equal Treatment; Individualized Calculations. The Company shall offer identical Note conversion terms and economics to all Holders, including Sequence and Brian Kieser, and shall not offer any Holder fees, side payments or a cash purchase alternative. The Company shall not provide more favorable Note conversion economics to any Holder without making an equivalent offer to all Holders, except for new-money terms made available to all Holders on a pro rata basis. The Company shall prepare individualized calculations for each Holder addressing Note principal, reinstated interest, Conversion Shares, Existing Note Warrant treatment, financing securities and any Replacement Note entitlement, and shall maintain complete and accurate capitalization records.

5.27 Efforts; Use of Proceeds. The Company shall use commercially reasonable efforts to satisfy the conditions to the Conversion Closing and obtain all required corporate, regulatory, stockholder and Nasdaq approvals. The Company shall use the proceeds of the New Capital Financing for working capital and transaction expenses in accordance with Board-approved budgets and shall not use such proceeds to repay the Notes.

6. Conditions of Closing.

6.1 Conditions to the Obligation of the Holder. The obligation of the Holder to consummate the conversion of its Notes at the Conversion Closing pursuant to this Agreement is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects as of the date hereof except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date, and the representations and warranties of the Company contained herein shall be true and correct in all material respects as of the Closing Date, as though made on and as of such date, except for those representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects and except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all material respects as of such earlier date.

(b) Performance. The Company shall have performed in all material respects the obligations and conditions herein required to be performed or observed by the Company on or prior to the Closing Date.

(c) No Injunction. The conversion of the Notes and the issuance of the Conversion Shares and the Interest Shares to the Holder shall not be prohibited or enjoined by any law or governmental or court order or regulation and no such prohibition shall have been threatened in writing.

(d) Consents. The Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the consummation of the conversion and cancellation of the Notes and the issuance of the Conversion Shares and the Interest Shares, (except for any approvals required by Nasdaq for the issuance of the Conversion Shares and the Interest Shares) all of which shall be in full force and effect.

(e) Adverse Changes. Since the date hereof, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect, excluding matters disclosed in the 2026 SEC Reports, including the Company's going-concern qualification and existing or potential Events of Default, and known trends in the Company's industry or business.

(g) Nasdaq. The Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of the Conversion Shares and the Interest Shares and shall have not received any objections to the transactions contemplated in this Agreement, the other Transaction Agreements or the Merger Agreement. No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock. The Common Stock shall be listed on Nasdaq and shall not have been suspended by the SEC or Nasdaq from trading thereon nor shall suspension by the SEC or Nasdaq have been threatened, as of the Closing Date, in writing by the SEC or Nasdaq.

(h) Merger. The Merger shall have been legally consummated in accordance with the Merger Agreement, including the legal transfer of the agreed businesses and assets thereunder.

(i) Injunction. No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any governmental or regulatory body, shall have been issued, and no action or proceeding shall have been instituted by any governmental or regulatory body, enjoining or preventing the consummation of the transactions contemplated hereby or in the other Transaction Agreements.

(j) Aggregate Participation. The Company shall have received duly executed, binding support and consent agreements and binding, irrevocable conversion elections consistent with the terms of this Agreement from all Note Holders, except that the Company shall not be required to receive such agreements or elections from Note Holders holding Notes representing, in the aggregate, no more than $1,000,000 in outstanding principal amount.

6.2 Conditions to the Obligation of the Company. The obligation of the Company to consummate the Conversion Closing and to issue the Conversion Shares and the Interest Shares to the Holder pursuant to this Agreement is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Holder in Section 4 hereto shall be true and correct in all respects as of the date hereof and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date, except to the extent that any such representation or warranty expressly speaks as of an earlier date, in which case such representation and warranty shall be true and correct in all respects as of such earlier date, and consummation of the Closing shall constitute a reaffirmation by the Holder of each of the representations, warranties, covenants and agreements of the Holder contained in this Agreement as of the Closing Date.

(b) Performance. The Holder shall have performed or complied with in all material respects all obligations and conditions herein required to be performed or observed by the Holder on or prior to the Closing Date.

(c) Injunction. The conversion of the Notes and the issuance of the Conversion Shares and the Interest Shares shall not be prohibited or enjoined by any law or governmental or court order or regulation, and no legal restraint shall prohibit or materially impair the Conversion Closing.

(d) [Reserved]

(e) Merger. The Merger shall have been legally consummated.

(f) Conversion Conditions. The Conversion Conditions shall have been satisfied or waived.

(g) Aggregate Participation. Note Holders representing no more than $1,000,000 in outstanding principal amount shall have failed to deliver executed binding support and consent agreements and made binding, irrevocable conversion elections consistent with this Agreement .

(h) Approvals; Authorized Shares. All required corporate, regulatory, stockholder and Nasdaq approvals shall have been obtained, and sufficient authorized and reserved shares of Common Stock shall be available for the issuance of the Conversion Shares and the Interest Shares.

7. Termination.

7.1 Termination. The Holder's commitment to convert its Notes hereunder is irrevocable and shall remain binding until the earliest of (a) the Conversion Closing and (b) the termination of this Agreement as follows:

(i) Upon the mutual written consent of the Company and the Holder prior to the Conversion Closing;

(ii) By the Company, prior to the Conversion Closing, upon written notice to the Holder, if (A) any required approval is unavailable or delayed, (B) any legal restraint prohibits or materially impairs the Conversion Closing, (C) the minimum first closing of the New Capital Financing has not occurred, (D) a Material Adverse Effect has occurred (excluding matters disclosed in the 2026 SEC Reports, including the Company's going-concern qualification and existing or potential Events of Default, and known trends in the Company's industry or business) or (E) the Board of Directors or the Special Committee makes a good-faith fiduciary determination to terminate;

(iii) By the Company, in its sole discretion, if Note Holders representing more than $1,000,000 of the outstanding principal amount of the Notes have not executed this Agreement or substantially similar agreements by the Election Deadline (it being understood that no automatic termination shall apply on such basis); or

(iv) Automatically, without any further action by the Company or the Holder, if the Conversion Closing has not occurred on or before the Outside Date;

provided, however, that, in the case of clauses (ii) and (iii) above, the Company shall not then be in breach of any of its representations, warranties, covenants or agreements contained in the Transaction Agreements if such breach has resulted in the circumstances giving rise to such termination.

7.2 Notice. In the event of termination pursuant to Section 7.1, written notice thereof shall be given to the Holder by the Company. Nothing in this Section 7 shall be deemed to release any party from any liability for any breach by such party of the other terms and provisions of the Transaction Agreements or to impair the right of any party to compel specific performance by any other party of its other obligations under the Transaction Agreements.

7.3 Effect of Termination. Upon any termination of this Agreement prior to the Conversion Closing, the provisions of Section 2.7 shall apply. Notwithstanding any termination of this Agreement or of the conversion election, (a) the Amended Conversion Price set forth in Section 2.1, (b) the amendments to the Existing Note Warrants set forth in Section 2.6(a), (c) the consents set forth in Section 5.17 and the waiver of existing Events of Default set forth in Section 5.18(a), (d) any completed obligations under the New Capital Financing and the Replacement Note exchange and (e) the interest reinstatement set forth in Section 2.5(c) shall survive and remain in full force and effect. The anti-dilution waiver set forth in Section 5.19, the forbearance set forth in Section 5.18(b), the release set forth in Section 5.20 and the Future Participation Right set forth in Section 5.23 shall not survive and shall be of no further force or effect if the Conversion Closing does not occur.

8. Miscellaneous Provisions.

8.1 Public Statements or Releases. Except as set forth in Section 5.3 and except for an investor call held prior to the Disclosure Time and the material terms of which are disclosed in the Disclosure Document, neither the Company nor the Holder shall make any public announcement with respect to the existence or terms of this Agreement or the transactions provided for herein without the prior consent of the other party (which consent shall not be unreasonably withheld), other than filings pursuant to Section 13 and/or Section 16 of the Exchange Act or as otherwise required by law, rule or regulation, which, for the avoidance of doubt, shall not require the Company's consent; provided that the Company shall not publicly disclose the name of any Holder or any Affiliate or investment adviser of the Holder without the Holder's prior written consent (email being sufficient). Notwithstanding the foregoing, and subject to compliance with Section 5.3, nothing in this Section 8.1 shall prevent any party from making any public announcement it considers necessary to satisfy its obligations under applicable law, including applicable securities laws, or under the rules of any national securities exchange or securities market, in which case the Company shall, to the extent reasonably practicable, allow the Holder reasonable time to comment on such release or announcement in advance of its issuance, and the Company shall consider in good faith the Holder's comments. The Company shall not include the name of the Holder in any press release or public announcement, including any filing with the SEC if required by applicable SEC rules, except as otherwise required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the Company shall, to the extent reasonably practicable in the circumstances, allow the Holder reasonable time to comment on such release or announcement in advance of its issuance. Notwithstanding anything to the contrary in this Section 8.1, Holder review shall not be required for Company disclosures that are substantially consistent with prior Company disclosures.

8.2 Interpretation. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and subsection references are to this Agreement unless otherwise specified. The headings in this Agreement are included for convenience of reference only and will not limit or otherwise affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, will be deemed to refer to the date set forth in the first paragraph of this Agreement. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. All matters to be agreed to by any party hereto must be agreed to in writing by such party unless otherwise indicated herein. References to agreements, policies, standards, guidelines or instruments, or to statutes or regulations, are to such agreements, policies, standards, guidelines or instruments, or statutes or regulations, as amended or supplemented from time to time (or to successors thereto).

8.3 Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, provided no rejection or undeliverable notice is received, (c) three (3) calendar days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(a) If to the Company, addressed as follows:

NexGel, Inc.
2150 Cabot Boulevard West, Suite B, Langhorne, Pennsylvania 19047
Attention: Brian J. Kieser, Interim Chief Executive Officer
Email Address: briankieser@ftnhd.com

with a copy to (which shall not constitute notice):

Honigman LLP
660 Woodward Ave. #2290
Detroit, MI 48226
Attention: Michael Rosenberg, N. Danny Shulman and Adam Snukal
Email Address: MRosenberg@honigman.com; NShulman@honigman.com; ASnukal@honigman.com

(b) If to the Holder, at its address set forth on Exhibit A or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 8.3.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

8.4 Consent to Electronic Notice. The Holder consents to the delivery of any stockholder notice pursuant to Section 232 of the DGCL, as amended or superseded from time to time, with respect to the Conversion Shares and the Interest Shares purchased or issued to the Holder at the e-mail address(es) set forth below the Holder's name on the signature page or Exhibit A, as updated from time to time by notice to the Company in accordance with Section 8.3. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. The Holder agrees to promptly notify the Company of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

8.5 Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

8.6 Governing Law; Submission to Jurisdiction; Venue; Waiver of Trial by Jury.

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware without regard to choice of laws or conflicts of laws provisions thereof that would require the application of the laws of any other jurisdiction.

(b) The Company and the Holder hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating solely to this Agreement or the transactions contemplated hereby to the exclusive jurisdiction of the Delaware Court of Chancery; provided that if the Delaware Court of Chancery lacks subject matter jurisdiction, any state or federal court located in the State of Delaware shall have exclusive jurisdiction;

(ii) consents that any such action or proceeding may be brought only in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the party, as the case may be, at its address set forth in Section 8.3, Exhibit A or at such other address of which the other party shall have been notified pursuant thereto;

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to bring an action for recognition and enforcement of any judgment in any other jurisdiction, but no action on the merits may be brought outside the courts specified in clause (i);

(v) agrees that final judgment in any such suit, action or proceeding brought in such a court may be enforced in the courts of any jurisdiction to which such party is subject by a suit upon such judgment, provided that service of process is effected upon such party in the manner specified herein or as otherwise permitted by law;

(vi) agrees that to the extent that such party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law; and

(vii) irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement.

8.7 Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

8.8 Expenses. Except as expressly set forth in the Transaction Agreements to the contrary, each party shall pay its own out-of-pocket fees and expenses, including the fees and expenses of attorneys, accountants and consultants employed by such party, incurred in connection with the transactions contemplated hereby and the consummation of the transactions contemplated thereby; provided, however, that the Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), Transfer Taxes, stamp taxes and other taxes (other than income taxes) and duties levied in connection with the delivery of any Conversion Shares and the Interest Shares to the Holder.

8.9 Assignment. None of the parties may assign its rights or obligations under this Agreement or designate another person (i) to perform all or part of its obligations under this Agreement or (ii) to have all or part of its rights and benefits under this Agreement, in each case without the prior written consent of (x) the Company, in the case of the Holder, and (y) the Holder, in the case of the Company, provided that the Holder may, without the prior consent of the Company, (i) assign its rights hereunder to any of its Affiliates or to any other investment funds or accounts managed or advised by the investment manager who acts on behalf of the Holder (provided each such assignee agrees to be bound by the terms of this Agreement as the Holder and makes the same representations and warranties set forth in Section 4 hereof) or (ii) assign its rights hereunder to a permitted transferee of its Conversion Shares and the Interest Shares following the Closing (other than with respect to transfers pursuant to the Registration Statement or Rule 144) (provided each such assignee agrees to be bound by the terms of this Agreement applicable to the Holder). In the event of any assignment in accordance with the terms of this Agreement, the assignee shall specifically assume and be bound by the provisions of this Agreement by executing a writing agreeing to be bound by and subject to the provisions of this Agreement and shall deliver an executed counterpart signature page to this Agreement and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Agreement.

8.10 Confidential Information.

(a) The Holder covenants that until the earliest of (i) such time as the transactions contemplated by this Agreement and any material non-public information provided to the Holder are publicly disclosed by the Company and (ii) the termination of this Agreement, the Holder will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction), other than to the Holder's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

(b) The Company may request from the Holder such reasonable and customary additional information as the Company may deem necessary to evaluate the eligibility of the Holder to acquire the Conversion Shares and the Interest Shares, and the Holder shall promptly provide such information as may reasonably be requested to the extent readily available; provided, that the Company agrees to keep any such information provided by the Holder confidential, except (i) as required by the federal securities laws, rules or regulations and (ii) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq, in which case, the Company will use commercially reasonable efforts to notify the applicable Holder and provide the Holder the opportunity to review such disclosure. The Holder acknowledges that the Company may file a form of this Agreement with the SEC as an exhibit to a periodic report or a registration statement of the Company.

8.11 [Reserved.]

8.12 [Reserved.]

8.13 [Reserved.]

8.14 Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

8.15 Counterparts. This Agreement may be executed in three (3) or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

8.16 Entire Agreement; Amendments. This Agreement and the other Transaction Agreements (including all schedules and exhibits hereto and thereto) constitute the entire agreement between the parties hereto respecting the subject matter hereof and thereof and supersede all prior agreements, negotiations, understandings, representations and statements respecting the subject matter hereof and thereof, whether written or oral. No amendment, modification, alteration, waiver or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and Holders holding at least a majority in aggregate principal amount of the Notes then outstanding. Notwithstanding the foregoing, no amendment or waiver that (i) disproportionately and adversely affects any Holder relative to the other Note Holders or (ii) changes the fundamental economic terms applicable to any Holder, including the terms governing the Amended Conversion Price, the number or type of securities issuable to such Holder, the treatment of its Existing Note Warrants or its right to receive Interest Shares, shall be effective against such Holder without such Holder's written consent. For the avoidance of doubt, the foregoing individual consent requirement applies to any amendment or waiver of Section 2.1, Section 2.2, Section 2.4, Section 2.5, Section 2.6, Section 2.7, Section 5.10, Section 5.12, Section 5.13, Section 5.23, Section 6.1, Section 7.1 or this Section 8.16 only to the extent such amendment or waiver has either of the effects described in the preceding sentence. An amendment or waiver that applies to all Note Holders in the same fashion and does not disproportionately and adversely affect any Holder may be approved by the Company and Holders holding at least a majority in aggregate principal amount of the Notes then outstanding. The Company, on the one hand, and the Holder, on the other hand, may by an instrument signed in writing by such parties waive the performance, compliance or satisfaction by the Holder or the Company, respectively, with any term or provision hereof or any condition hereto to be performed, complied with or satisfied by the Holder or the Company, respectively. Notwithstanding the foregoing, or anything else to the contrary, the Company may seek an amendment under the Notes by the holders of the requisite principal amount required to bind all Holders to amend the Amended Conversion Price and the waivers set forth herein, to the extent permitted by the Notes, and any Holder that does not sign this Agreement may be excluded from the conversion and related benefits to the extent permitted by the Notes.

8.17 Survival. The covenants, representations and warranties made by each party hereto contained in this Agreement shall survive the Conversion Closing and the delivery of the Conversion Shares and the Interest Shares in accordance with theterms of this Agreement, and the provisions identified in Section 7.3 shall survive any termination of this Agreement as provided therein. The Holder shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

8.18 Mutual Drafting. This Agreement is the joint product of the Holder and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

8.19 Arm's Length Negotiations. For the avoidance of doubt, the parties acknowledge and confirm that the terms and conditions of the Existing Note Warrants, as amended herein, and any Replacement Notes and New Capital Financing Warrants were determined as a result of arm's-length negotiations.

8.20 Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

NEXGEL, INC.

By: _____
Name: Brian J. Kieser
Title: Interim Chief Executive Officer

[Signature Page to Note Amendment and Conversion Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

HOLDER:

[_____]

By: _____
Name:
Title:

Beneficial Ownership Limitation: [●]

[Signature Page to Note Amendment and Conversion Agreement]

EXHIBIT A

HOLDER

Investor Name & Address	Principal Amount of Notes Subject to Conversion	Accrued Interest through September 30,2026	Interest Shares	Minimum Conversion Shares at the Amended Conversion Price	Basic Pro-Rata Right of New Financing	Existing Note Warrants Retained
Sequence LifeSciences, Inc.	$ 5,500,000	$ 250,136.99	20,845	1,000,000	$ 1,847,497.48	
Helena Partners	$ 2,750,000	$ 125,068.51	10,423	500,000	$ 923,748.74	
Asymmetry Point Capital	$ 2,000,000	$ 70,410.96	5,868	363,637	$ 671,817.27	
Brian Kieser	$ 1,000,000	$ 37,808.22	3,151	181,819	$ 335,908.63	
District 2 Capital	$ 500,000	$ 22,739.74	1,895	90,910	$ 167,954.32	
Bigger Capital	$ 500,000	$ 22,739.74	1,895	90,910	$ 167,954.32	
Auctus Fund	$ 500,000	$ 22,739.74	1,895	90,910	$ 167,954.32	
Patrick Hannigan	$ 300,000	$ 13,643.84	1,137	54,546	$ 100,772.59	
Dr. Robert Gottlieb	$ 300,000	$ 13,068.52	1,090	54,546	$ 100,772.59	
Nachum Stein	$ 250,000	$ 11,369.86	948	45,455	$ 83,977.16	
Richard Myers	$ 200,000	$ 9,095.90	758	36,364	$ 67,181.73	
Herbst Capital	$ 200,000	$ 9,095.90	758	36,364	$ 67,181.73	
George Marema	$ 150,000	$ 6,821.92	569	27,273	$ 50,386.29	
Prizm Investments	$ 150,000	$ 6,821.92	569	27,273	$ 50,386.29	
Brenden Schneck	$ 100,000	$ 4,547.96	379	18,182	$ 33,590.86	
Gary Blum	$ 100,000	$ 4,164.40	348	18,182	$ 33,590.86	
Neil Chesen	$ 75,000	$ 3,410.97	285	13,637	$ 25,193.15	
Adam Levy	$ 60,000	$ 2,268.49	190	10,910	$ 20,154.52	
Scott Henry	$ 50,000	$ 2,082.20	174	9,091	$ 16,795.43	
Dr Chris Mancuso	$ 50,000	$ 2,273.98	190	9,091	$ 16,795.43	
Dr Arvin Ahuja	$ 50,000	$ 2,273.98	190	9,091	$ 16,795.43	
Steve Cardiello	$ 25,000	$ 1,136.99	95	4,546	$ 8,397.72	
Ian Blackman	$ 25,000	$ 1,136.99	95	4,546	$ 8,397.72	
Adam Drapczuk	$ 25,000	$ 1,136.99	95	4,546	$ 8,397.72	
Steve Glassman	$ 25,000	$ 1,136.99	95	4,546	$ 8,397.72	
Total	**$ 14,885,000**	**$ 647,131.70**	**53,937**	**2,706,375**	**$ 5,000,000.00**	

EXHIBIT B

FORM OF REPLACEMENT NOTE

SCHEDULE 5.18

WAIVED EVENTS OF DEFAULT

The Holder waives all existing and potential Events of Default arising from (a) any failure to maintain or timely file a registration statement covering the Conversion Shares or Interest Shares, (b) any failure to timely file or amend a Form 8-K or Form 8-K/A, (c) any failure to reserve sufficient shares of Common Stock, and (d) any other Event of Default existing or potentially arising from the transactions contemplated by the Transaction Agreements or the Merger Agreement through the date hereof.

Exhibit 10.2

SECURITIES PURCHASE AGREEMENT

This SECURITIES PURCHASE AGREEMENT (this **"Agreement"**) is dated as of November 10, 2026, by and among NexGel, Inc., a Delaware corporation (the **"Company"**), and each of the Persons listed on Exhibit A attached to this Agreement (each, an **"Investor"** and together, the **"Investors"**).

WHEREAS, the Company and the Investors are executing and delivering this Agreement in reliance upon the exemption from the registration requirements of the Securities Act of 1933, as amended (the **"Securities Act"**), afforded by Section 4(a)(2) thereof and Rule 506(b) of Regulation D thereunder;

WHEREAS, the Company is pursuing a recapitalization that includes a proposed business combination with Fountainhead Lifesciences and its affiliates ("**Fountainhead**"), pursuant to which the operating businesses and assets of Fountainhead and its applicable affiliates will be combined with or acquired by the Company through a proposed merger, stock purchase, contribution, reorganization or other business combination pursuant to an agreement and plan of merger or other definitive agreement to be entered into by the Company (the "**Merger Agreement**") in exchange for the issuance of shares of Common Stock (the "**Merger**") and, upon the consummation of the Merger, the conversion of the convertible promissory notes issued by the Company pursuant to the securities purchase agreements dated April 17, 2026 and May 11, 2026 (the "**Notes**");

WHEREAS, the Company desires to sell to the Investors, and each Investor desires to purchase from the Company, severally and not jointly, upon the terms and subject to the conditions stated in this Agreement, (i) shares of the Company's common stock, par value $0.001 per share (the **"Common Stock"**), and (ii) warrants to purchase shares of Common Stock, substantially in the form attached hereto as Exhibit B (the **"Warrants"**);

WHEREAS, if the Merger Closing (as defined below) has not occurred on or before the Outside Date (as defined below), the Shares (as defined below) will be exchanged for Replacement Notes (as defined below) in accordance with Section 2.6, and the Warrants will remain outstanding; and

WHEREAS, the Company has agreed to provide certain registration rights in respect of the Registrable Securities (as defined below) under the Securities Act and applicable state securities laws, as set forth in Section 6.

NOW, THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the Company and each Investor, severally and not jointly, agree as follows:

1. **Definitions.** As used in this Agreement, the following terms have the following respective meanings.

"Abeyance Shares" has the meaning set forth in Section 2.5.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"Agreement" has the meaning set forth in the preamble.

"Allowed Delay" has the meaning set forth in Section 6.4.

"Beneficial Ownership Limitation" has the meaning set forth in Section 2.5.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

"Bylaws" means the Amended and Restated Bylaws of the Company, as in effect on the date hereof and on the Closing Date.

"Certificate of Incorporation" means the Amended and Restated Certificate of Incorporation of the Company, as amended and in effect on the date hereof and on the Closing Date.

"Claims" has the meaning set forth in Section 6.10(a).

"Closing" has the meanings set forth in Section 2.2.

"Closing Date" means the date on which the Closing occurs.

"Common Stock" has the meaning set forth in the recitals.

"Company" has the meaning set forth in the preamble.

"DGCL" means the Delaware General Corporation Law, as amended.

"Disclosure Document" has the meaning set forth in Section 5.2.

"Disqualification Event" has the meaning set forth in Section 3.24.

"Effectiveness Period" has the meaning set forth in Section 6.2.

"Exchange Act" means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Cap" means the maximum number of shares of Common Stock that may be issued under the Transaction Agreements (a) to any Investor, together with its Affiliates and any other Person whose ownership would be aggregated with such Investor's under the rules of Nasdaq, without such Investor acquiring, or having the right to acquire, 20% or more of the outstanding Common Stock or voting power of the Company within the meaning of Nasdaq Listing Rule 5635(b), and (b) in the aggregate, without stockholder approval under Nasdaq Listing Rule 5635(d), in each case as determined by the Company in good faith on the basis of the rules and interpretations of Nasdaq. The Exchange Cap shall be determined on an aggregated basis with issuances under the Note Amendment Documents to the extent required by Nasdaq.

"Exchange Date" has the meaning set forth in Section 2.6.

"FDA" means the U.S. Food and Drug Administration.

"Filing Deadline" has the meaning set forth in Section 6.1.

"Financial Statements" has the meaning set forth in Section 3.8.

"Fountainhead" has the meaning set forth in the recitals.

"Fountainhead Contribution" has the same meaning as "Merger".

"Fundamental Representations" means the representations and warranties made by the Company in Sections 3.1 (Organization and Power), 3.2 (Capitalization), 3.4 (Authorization), 3.5 (Valid Issuance), 3.6 (No Conflict), 3.7 (Consents), 3.8 (SEC Filings; Financial Statements), 3.18 (Nasdaq), 3.21 (Investment Company Act), 3.22 (General Solicitation; No Integration), 3.23 (Brokers and Finders), 3.24 (No Disqualification Events) and 3.25 (No Additional Agreements; Equal Treatment).

"GAAP" has the meaning set forth in Section 3.8.

"Governmental Authorizations" has the meaning set forth in Section 3.11.

"Holder" means a holder of Notes, whether or not an Investor.

"Indemnified Person" has the meaning set forth in Section 5.11.

"Intellectual Property" has the meaning set forth in Section 3.12.

"Investor" and **"Investors"** have the meanings set forth in the preamble.

"Majority in Interest of the Investors" means, at any time, Investors whose Purchase Amounts set forth on Exhibit A and actually funded by such Investors as of such time represent a majority of the aggregate Purchase Amounts set forth on Exhibit A and actually funded by all Investors as of such time.

"Material Adverse Effect" means any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) is or would reasonably be expected to be materially adverse to the business, financial condition, properties, assets, liabilities or results of operations of the Company and its Subsidiaries, taken as a whole, or (b) materially impairs the ability of the Company to perform its obligations under the Transaction Agreements; *provided* that none of the following shall constitute, or be taken into account in determining whether there has been, a Material Adverse Effect: (i) matters disclosed in the SEC Reports or the Note Amendment Documents, including the Company's financial condition, the going-concern qualification in the Financial Statements and the existing and potential Events of Default (as defined in the Notes) identified in the Note Amendment Documents, and (ii) trends and conditions known to the Investors as of the date hereof.

"Merger" and **"Merger Agreement"** have the meanings set forth in the recitals.

"Merger Closing" means the consummation of the Merger.

"Minimum Amount" means $1,000,000.

"Nasdaq" means The Nasdaq Stock Market LLC.

"Note Amendment Documents" means the amendment, consent, waiver, forbearance and conversion documents executed or to be executed by the Company and the Holders in respect of the Notes in connection with the Merger.

"Notes" has the meaning set forth in the recitals.

"Outside Date" means March 31, 2027, as such date may be extended (a) once, by the Company by written notice to the Investors, by up to sixty (60) days and (b) automatically, for so long as any stockholder or Nasdaq approval required for the Merger or the conversion of the Notes remains pending; *provided* that any extension of the outside date for the conversion of the Notes under the Note Amendment Documents that is approved by a Majority in Interest of the Investors shall apply to this Agreement.

"Person" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or any other entity or organization.

"Principal Market" means The Nasdaq Capital Market or, if the Common Stock is not then listed on The Nasdaq Capital Market, any other national securities exchange on which the Common Stock is then listed, together with any successor thereto.

"Prospectus" means the prospectus included in any Registration Statement, as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by such Registration Statement, and all other amendments and supplements to the prospectus, including post-effective amendments and all material incorporated by reference in such prospectus.

"Purchase Amount" means, for each Investor, the aggregate purchase price payable by such Investor for its Shares and Warrants at the applicable Closing, as set forth opposite such Investor's name on Exhibit A.

"Purchase Price" means $5.50 per Share, giving effect to the Reverse Split.

"Registrable Securities" means (a) the Shares, (b) the Warrant Shares, (c) the shares of Common Stock issued or issuable upon conversion of, or as payment of interest on, the Replacement Notes, and (d) any shares of Common Stock issued or issuable with respect to the foregoing as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event; *provided* that a security shall cease to be a Registrable Security upon the earliest of (i) its sale pursuant to an effective Registration Statement, (ii) its sale pursuant to Rule 144 and (iii) the date on which it may be sold by the holder thereof without volume or manner-of-sale restrictions under Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144.

"Registration Expenses" means all expenses incurred by the Company in effecting any registration pursuant to Section 6, including all registration, qualification, listing and filing fees, printing expenses, fees and expenses of counsel and independent accountants for the Company and expenses of complying with state securities or "blue sky" laws, but excluding Selling Expenses and the fees and expenses of counsel to the Investors.

"Registration Statement" means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act that registers the resale of Registrable Securities, including the related Prospectus and all amendments and supplements to such registration statement (including pre- and post-effective amendments), all exhibits thereto and all material incorporated by reference therein.

"Registration Trigger Date" means the earlier of (a) the date of the Merger Closing and (b) the Exchange Date.

"Replacement Note" and **"Replacement Notes"** have the meanings set forth in Section 2.6.

"Reverse Split" means the 1-for-20 reverse stock split of the Common Stock effected by the Company on October 12, 2026.

"Rule 144" means Rule 144 promulgated by the SEC under the Securities Act, as such rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such rule.

"SEC" means the U.S. Securities and Exchange Commission.

"SEC Reports" means (a) the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on March 31, 2026, as amended by Amendment No. 1 thereto filed with the SEC on April 30, 2026, and (b) each Quarterly Report on Form 10-Q, Current Report on Form 8-K, proxy statement and registration statement filed by the Company with the SEC after January 1, 2026 and prior to the date hereof, together in each case with any documents incorporated by reference therein or exhibits thereto.

"Securities" means the Shares, the Warrants, the Warrant Shares and, following the Exchange Date, the Replacement Notes and the shares of Common Stock issuable thereunder.

"Securities Act" has the meaning set forth in the recitals.

"Selling Expenses" means all underwriting discounts, selling commissions and transfer taxes applicable to the sale of Registrable Securities by an Investor.

"Shares" means the shares of Common Stock purchased by the Investors under this Agreement.

"Short Sales" means all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements, in each case solely to the extent it has the same economic effect as a "short sale" (as so defined).

"Special Committee" means the special committee of independent directors of the Board of Directors established in connection with the Merger.

"Stockholder Approval" means the approval by the stockholders of the Company, in accordance with the DGCL, the Certificate of Incorporation, the Bylaws and the applicable rules of Nasdaq (including Nasdaq Listing Rules 5635(b), 5635(c) and 5635(d)), of the issuance of Shares, Warrant Shares and shares of Common Stock issuable under the Replacement Notes (if issued) in excess of the Exchange Cap.

"Subsidiaries" has the meaning set forth in Section 3.1.

"Suspension Event" has the meaning set forth in Section 6.6.

"Tax" or **"Taxes"** means any and all federal, state, local and foreign taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions imposed in connection therewith), whether or not imposed on the Company or its Subsidiaries.

"Tax Returns" means returns, reports, information statements and other documentation filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax.

"Target Amount" means $5,000,000.

"Trading Day" means any day on which the Principal Market is open for trading.

"Transaction Agreements" means this Agreement, the Warrants, the Replacement Notes (if issued) and any other documents or agreements explicitly contemplated hereunder.

"Transfer Agent" means Continental Stock Transfer & Trust Company, or such other financial institution that provides transfer agent services for the Common Stock as the Company may engage from time to time.

"Warrants" has the meaning set forth in the recitals.

"Warrant Shares" means the shares of Common Stock issuable upon the exercise of the Warrants.

2. **Purchase and Sale of Securities.**

2.1 **Purchase and Sale.** At the Closing, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and each Investor participating in such Closing, severally and not jointly, agrees to purchase, (a) the number of Shares equal to the quotient obtained by dividing such Investor's Purchase Amount by the Purchase Price, rounded up to the nearest whole Share, and (b) a Warrant to purchase a number of Warrant Shares equal to the number of Shares purchased by such Investor at such Closing, representing 100% warrant coverage, at an exercise price of $10.00 per Warrant Share (giving effect to the Reverse Split). The Shares and the Warrants are being sold together as a unit, and no separate consideration is payable for the Warrants.

2.2 **Closing.** Subject to the satisfaction or waiver of the conditions set forth in Section 7, the closing of the purchase and sale of Shares and Warrants (the **"Closing"** and the date on which the Closing occurs, the **"Closing Date"**) shall occur remotely via the exchange of executed documents and funds on the later of (a) the second (2nd) Business Day following the date hereof and (b) the first Business Day on which the Company may issue the Shares in compliance with Nasdaq Listing Rule 5250(e)(2), or at such other time as the Company and a Majority in Interest of the Investors may agree; *provided* that the Company shall not be obligated to consummate the Closing unless the aggregate Purchase Amounts to be funded at the Closing equal at least the Minimum Amount. At least one (1) Business Day prior to the Closing Date, the Company shall deliver written notice to each Investor of the anticipated Closing Date and the wire instructions for payment of the Purchase Amounts. On or prior to the Closing Date, each Investor participating in the Closing shall pay its Purchase Amount to the Company by wire transfer of immediately available funds in accordance with such instructions. If an Investor has funded its Purchase Amount and the applicable Closing does not occur within two (2) Business Days thereafter, the Company shall, whether or not this Agreement has been terminated, return such funds to such Investor without interest or deduction within one (1) Business Day thereafter, without prejudice to the obligations of the parties to consummate such Closing in accordance with this Agreement.

2.3 **Deliveries at Closing.** At the Closing, (a) the Company shall deliver to each participating Investor (i) evidence of the issuance of such Investor's Shares (other than any Abeyance Shares) in book-entry form in the name of such Investor or its designee on the records of the Transfer Agent, (ii) a Warrant registered in the name of such Investor and (iii) the certificates and other documents required to be delivered pursuant to Section 7.1; and (b) each participating Investor shall deliver to the Company its Purchase Amount. If an Investor fails to fund its Purchase Amount at the applicable Closing, the Company may, without limiting its other remedies, reallocate such Investor's Shares and Warrants to other Investors, and such Investor shall forfeit its rights under this Agreement.

2.4 **Exchange Cap; Beneficial Ownership Limitation.** Unless and until Stockholder Approval is obtained, the Company shall not issue Shares or Warrant Shares in excess of the Exchange Cap. The Company has determined that, as of the date hereof, the Exchange Cap does not limit the issuance of any Shares or Warrant Shares other than as set forth on Exhibit A. No Shares shall be issued to an Investor to the extent that, after giving effect to such issuance, such Investor (together with its Affiliates and any other Persons whose beneficial ownership would be aggregated with such Investor's for purposes of Section 13(d) of the Exchange Act) would beneficially own in excess of 4.99% (or, if so elected by such Investor on its signature page, 9.99%) of the outstanding Common Stock (the **"Beneficial Ownership Limitation"**); an Investor may increase its Beneficial Ownership Limitation to any percentage not exceeding 9.99% upon sixty-one (61) days' prior written notice to the Company. The Beneficial Ownership Limitation elected by an Investor on its signature page shall also be the initial Maximum Percentage (as defined in the Warrants) under such Investor's Warrant. Any Shares that cannot be issued at the Closing by reason of the Exchange Cap or the Beneficial Ownership Limitation (**"Abeyance Shares"**) shall be deemed purchased and paid for at such Closing. At the Company's election, Shares that cannot be issued by reason of the Exchange Cap may instead be issued as pre-funded warrants or convertible preferred stock, or held in abeyance for the benefit of the applicable Investor. Any Abeyance Shares shall be issued, without further consideration, within two (2) Trading Days after (i) in the case of Shares withheld by reason of the Exchange Cap, the receipt of Stockholder Approval, (ii) in the case of Shares withheld by reason of the Beneficial Ownership Limitation, the Company's receipt of written notice from the applicable Investor that such issuance would not cause it to exceed the Beneficial Ownership Limitation, and (iii) in the case of Shares withheld for both reasons, the later of the foregoing. An Investor shall have the right to receive its Abeyance Shares, and the Company's obligation to issue them shall be absolute, subject only to the receipt of Stockholder Approval (if applicable), the Beneficial Ownership Limitation and Section 2.6. In no event shall the Company settle any Abeyance Shares or any Shares withheld by reason of the Exchange Cap in cash.

2.5 **Contingent Exchange of Shares for Replacement Notes.** If the Merger Closing has not occurred on or before the Outside Date (as such date may be extended in accordance with its terms or by mutual agreement), then, on the fifth (5th) Business Day following the Outside Date (the **"Exchange Date"**), automatically and without any further action by the Company or any Investor, all of the Shares (including any Abeyance Shares) purchased by each Investor shall be cancelled and exchanged, pursuant to Section 3(a)(9) of the Securities Act, for an unsecured convertible promissory note of the Company (each, a **"Replacement Note"**) in a principal amount equal to the aggregate Purchase Amount actually paid by such Investor for such Shares. Each Replacement Note shall be substantially in the form attached hereto as Exhibit E, and shall (i) be dated the Exchange Date and mature twenty-four (24) months thereafter, (ii) bear interest at 10% per annum from the Exchange Date, without default interest or acceleration premium, (iii) be convertible at a conversion price of $5.50 per share (giving effect to the Reverse Split), subject to adjustment provisions equivalent to those of the Notes, (iv) be unsecured and rank pari passu with the Notes in right of payment and in conversion, default and enforcement rights, (v) be subject to the Beneficial Ownership Limitation elected by the applicable Investor and to the Exchange Cap on the terms of Section 2.5, and (vi) contain no term more favorable to the holder than the Notes as so amended, except as expressly approved by the Company. On the Exchange Date, the Company shall issue and deliver a Replacement Note to each Investor and shall instruct the Transfer Agent to cancel the Shares, and each Investor shall deliver such instruments of transfer and other documents as the Company may reasonably request to evidence the cancellation; the exchange shall be effective on the Exchange Date whether or not any such instruments are delivered, and the Shares shall thereupon cease to be outstanding for all purposes. If and to the extent the Board of Directors determines in good faith that the cancellation of any Shares on the Exchange Date would violate Section 160 of the DGCL or other applicable law, (i) such Shares shall remain outstanding, (ii) the Company shall nonetheless issue to the applicable Investor a Replacement Note in the full principal amount described above, (iii) such Investor shall deliver such Shares to the Company for cancellation, without additional consideration, on the first date on which such cancellation is permitted and (iv) such Investor shall not transfer or vote such Shares pending their cancellation. The Warrants shall not be affected by the exchange and shall remain outstanding in accordance with their terms. From the applicable Closing Date until the earlier of the Merger Closing and the Exchange Date, no Investor shall sell, transfer, pledge, hypothecate or otherwise dispose of any Shares, other than to an Affiliate that agrees in writing to be bound by this Agreement, and the Shares shall bear a legend to that effect in addition to the legend set forth in Section 4.6; the Company shall cause the Transfer Agent to remove such legend within two (2) Trading Days after request following the Merger Closing. The parties intend that, for purposes of Rule 144(d)(3)(ii), the Replacement Notes issued in exchange for issued and outstanding Shares, and the shares of Common Stock issuable thereunder, shall be deemed to have been acquired on the applicable Closing Date; the Company makes no representation as to the Rule 144 holding period of Replacement Notes issued in respect of Abeyance Shares.

2.6 **Pro Rata and Oversubscription Mechanics.** "Required New Financing Commitment" means, for each Holder, such Holder's pro rata share, based on the principal amount of such Holder's Notes relative to the aggregate principal amount of all outstanding Notes, of the Target Amount. Each Holder's basic pro rata subscription right (its **"Basic Pro Rata Right"**) is equal to its Required New Financing Commitment. Each Holder may elect to fund all, part or none of its Required New Financing Commitment, and funding is optional and is not a condition to conversion of the Notes; *provided* that such Holder shall retain its Existing Note Warrants only if it timely funds an aggregate Purchase Amount equal to or greater than its **"Full Required New Financing Commitment,"** which means its Required New Financing Commitment. Funding less than its Full Required New Financing Commitment shall not entitle such Holder to retain any Existing Note Warrants. For purposes of this Section 2.7, "Existing Note Warrants" means the warrants issued together with such Holder's Notes. A Holder may request an amount in excess of its Basic Pro Rata Right (an **"Oversubscription Request"**), but Oversubscription Requests shall be allocated only after all timely basic elections have been satisfied and then pro rata among requesting Holders. The Company may accept subscriptions in excess of the Target Amount and admit Persons who are not Holders only after honoring the Basic Pro Rata Rights of the Holders. Funding of any elected subscription, including any Oversubscription Request, shall be due on or before the Closing Date. If a Holder fails to timely fund any elected subscription, such Holder shall forfeit its applicable subscription, Oversubscription Request and other financing-related rights, including any right to retain Existing Note Warrants, and the Company may reallocate the unfunded amount to other Investors or Persons admitted as Investors in accordance with this Section 2.7.

3. **Representations and Warranties of the Company.** Except as set forth in the SEC Reports or the Note Amendment Documents (excluding any risk factor disclosure or "forward-looking statements" disclaimer, other than specific factual information contained therein), and *provided* that the Fundamental Representations are not so qualified, the Company hereby represents and warrants to each of the Investors that the statements contained in this Section 3 are true and correct as of the date of this Agreement and as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

3.1 **Organization and Power.** The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted and as described in the SEC Reports, and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where the failure to be so qualified would not reasonably be expected to have a Material Adverse Effect. Each subsidiary of the Company (collectively, the **"Subsidiaries"**) is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the requisite power and authority to carry on its business as now conducted and to own or lease its properties, except where the failure to be so organized, existing or in good standing or to have such power and authority would not reasonably be expected to have a Material Adverse Effect. The Company's Subsidiaries are listed in Exhibit 21.1 to the Company's Annual Report on Form 10-K included in the SEC Reports.

3.2 **Capitalization.** The authorized capital stock of the Company consists of 25,000,000 shares of Common Stock and 5,000,000 shares of preferred stock, par value $0.001 per share, of which [536,112] shares of Common Stock and no shares of preferred stock were issued and outstanding as of October [16], 2026, after giving effect to the Reverse Split. All of the issued and outstanding shares of Common Stock have been duly authorized and validly issued and are fully paid and non-assessable, were issued in compliance in all material respects with applicable federal and state securities laws, and were not issued in violation of any preemptive or similar rights that have not been waived. Except for the Notes, the warrants issued together with the Notes, the Company's other outstanding warrants and equity awards described in the SEC Reports, and the Securities, there are no outstanding rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any shares of capital stock of the Company or any Subsidiary. There are no securities or instruments issued by or to which the Company is a party containing anti-dilution, rights of first refusal, rights of participation, most-favored-nation or similar provisions that will be triggered by the issuance of the Securities, other than such provisions of the Notes and the related securities purchase agreements, which have been waived with respect to the issuance of the Securities as provided in the Note Amendment Documents.

3.3 **Registration Rights.** Except as set forth in the Transaction Agreements, the Merger Agreement, the registration rights agreements relating to the Notes and the other agreements described in the SEC Reports, the Company is not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

3.4 **Authorization.** The Company has all requisite corporate power and authority to enter into the Transaction Agreements and to carry out and perform its obligations thereunder, including the issuance and sale of the Securities. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization, execution, delivery and performance of the Transaction Agreements, the issuance of the Securities and the reservation of the Warrant Shares has been taken, including the approval of the Board of Directors (or a duly authorized committee thereof), other than Stockholder Approval in respect of any Shares and Warrant Shares in excess of the Exchange Cap. The participation as an Investor of each director and executive officer of the Company has been approved by the Special Committee. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery hereof by each Investor, constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally or by general equitable principles.

3.5 **Valid Issuance.** The Shares and the Warrants have been duly authorized and, upon issuance against payment of the Purchase Amount in accordance with this Agreement, will be validly issued, fully paid and non-assessable and free and clear of all liens and restrictions (other than restrictions on transfer under applicable securities laws or the Transaction Agreements). The Warrant Shares have been duly authorized and reserved for issuance and, upon issuance in accordance with the Warrants against payment of the exercise price therefor, will be validly issued, fully paid and non-assessable and free and clear of all liens and restrictions (other than restrictions on transfer under applicable securities laws). Subject to the accuracy of the representations and warranties of the Investors in Section 4, the offer, issuance and sale of the Securities are exempt from the registration requirements of the Securities Act and applicable state securities laws. The Purchase Price was not less than the "Minimum Price" (as defined in Nasdaq Listing Rule 5635(d)) of the Common Stock as of November [●], 2026. The Company has determined that the participation as Investors of its directors and executive officers complies with Nasdaq Listing Rule 5635(c).

3.6 **No Conflict.** The execution, delivery and performance of the Transaction Agreements by the Company, the issuance and sale of the Securities and the consummation of the other transactions contemplated by the Transaction Agreements do not and will not (a) violate any provision of the Certificate of Incorporation or the Bylaws, (b) conflict with, result in a breach or violation of, or constitute a default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation under, any agreement or instrument to which the Company or any Subsidiary is a party or by which any of their respective properties or assets is bound, including the Notes and the agreements relating thereto (after giving effect to the waivers and consents set forth in the Note Amendment Documents), or (c) result in a violation of any law, rule, regulation, order, judgment or decree applicable to the Company or any Subsidiary (including the listing rules of Nasdaq, subject to obtaining Stockholder Approval for any issuances in excess of the Exchange Cap), except, in the case of clauses (b) and (c), as would not reasonably be expected to have a Material Adverse Effect.

3.7 **Consents.** No consent, approval, authorization, order of, or filing or registration with, any court, governmental agency or body, stock exchange or other Person is required in connection with the execution, delivery and performance by the Company of the Transaction Agreements or the issuance and sale of the Securities, other than (a) the filing of the Disclosure Document and a Form D with the SEC and any filings required under applicable state securities laws, each of which will be made on a timely basis, (b) the notification to Nasdaq of the listing of additional shares in respect of the Shares, the Warrant Shares and the shares of Common Stock issuable under the Replacement Notes (if issued), (c) Stockholder Approval in respect of any issuances in excess of the Exchange Cap, (d) the filing of the Registration Statement and (e) the consents and waivers of the Holders set forth in the Note Amendment Documents, which have been obtained from Holders holding the percentage of the outstanding principal amount of the Notes required under the Notes to bind all Holders.

3.8 **SEC Filings; Financial Statements.**

(a) The Company has filed all reports, schedules, forms, statements and other documents required to be filed by it with the SEC under the Exchange Act during the twelve (12) months preceding the date hereof, within the time periods prescribed therefor (including any extension under Rule 12b-25) or, if not so filed, has subsequently filed such documents, except as disclosed in the SEC Reports. As of their respective filing dates (or, if amended or superseded by a later filing prior to the date hereof, as of the date of such later filing), the SEC Reports complied in all material respects with the applicable requirements of the Securities Act and the Exchange Act and did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company is not, and has never been, an issuer identified in Rule 144(i)(1) under the Securities Act.

(b) The consolidated financial statements of the Company included in the SEC Reports (together with the related schedules and notes thereto, the **"Financial Statements"**) comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing, have been prepared in accordance with United States generally accepted accounting principles (**"GAAP"**) applied on a consistent basis during the periods involved (except as may be otherwise specified therein and except that unaudited financial statements may not contain all footnotes required by GAAP and are subject to normal year-end adjustments) and fairly present in all material respects the consolidated financial position of the Company and its Subsidiaries as of the dates indicated and the results of their operations and cash flows for the periods specified. The Investors acknowledge that the report of the Company's independent registered public accounting firm on the Financial Statements for the fiscal year ended December 31, 2025 contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

3.9 **Absence of Certain Changes.** Since June 30, 2026, except as disclosed in the SEC Reports or the Note Amendment Documents and except for the transactions contemplated by the Transaction Agreements and the Note Amendment Documents, (a) there has been no event or condition that has had or would reasonably be expected to have a Material Adverse Effect, (b) the Company has not incurred any material liabilities other than in the ordinary course of business, (c) the Company has not declared or paid any dividend or distribution on its capital stock and (d) the Company has not materially altered its method of accounting.

3.10 **Absence of Litigation.** Except as disclosed in the SEC Reports, there is no action, suit, proceeding, arbitration, claim or investigation pending or, to the Company's knowledge, threatened against the Company or any Subsidiary that (a) adversely affects or challenges the legality, validity or enforceability of the Transaction Agreements or the Securities or (b) would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any Subsidiary, nor, to the Company's knowledge, any director or officer thereof, is or has been within the last five (5) years the subject of any action involving a claim of violation of or liability under federal or state securities laws or a claim of breach of fiduciary duty.

3.11 **Compliance with Law; Permits.** Neither the Company nor any Subsidiary is in violation of, or has received any written notice of violation with respect to, any law, statute, ordinance, rule or regulation of any governmental authority, except for violations that would not reasonably be expected to have a Material Adverse Effect. The Company and its Subsidiaries possess all licenses, permits, registrations, clearances and other authorizations (**"Governmental Authorizations"**) necessary for the operation of their businesses as currently conducted, including all registrations, listings and clearances required by the FDA for the manufacture and marketing of their products, except where the failure to possess such Governmental Authorizations would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, (a) the Company and its Subsidiaries are in compliance with the Federal Food, Drug, and Cosmetic Act and the regulations of the FDA and comparable governmental authorities applicable to their products and manufacturing facilities, (b) neither the Company nor any Subsidiary has received any FDA Form 483, warning letter, untitled letter or other written notice alleging material non-compliance with such laws, and (c) no product of the Company or any Subsidiary has been the subject of any recall, field correction, market withdrawal or safety alert.

3.12 **Intellectual Property.** The Company and its Subsidiaries own, or have valid rights to use, all patents, patent applications, trademarks, trade names, copyrights, trade secrets, know-how and other intellectual property necessary for the conduct of their respective businesses as currently conducted (collectively, **"Intellectual Property"**), except where the failure to own or have such rights would not reasonably be expected to have a Material Adverse Effect. To the Company's knowledge, (a) the conduct of the businesses of the Company and its Subsidiaries does not infringe, misappropriate or otherwise violate the intellectual property rights of any Person, and (b) no Person is infringing, misappropriating or otherwise violating any Intellectual Property, except in each case as would not reasonably be expected to have a Material Adverse Effect. No action, suit or proceeding is pending or, to the Company's knowledge, threatened challenging the Company's or any Subsidiary's rights in any Intellectual Property or alleging that the Company or any Subsidiary infringes the intellectual property rights of any Person, except as would not reasonably be expected to have a Material Adverse Effect.

3.13 **Employee Matters.** The Company and its Subsidiaries are in compliance with all applicable laws relating to employment, employee benefits, labor and wages, except for failures to comply that would not reasonably be expected to have a Material Adverse Effect. No labor dispute, strike or work stoppage against the Company or any Subsidiary is pending or, to the Company's knowledge, threatened.

3.14 **Taxes.** The Company and its Subsidiaries have filed all Tax Returns required to have been filed by them (or have obtained extensions therefor) and have paid all Taxes required to have been paid by them, except for Taxes being contested in good faith and except where the failure to file such Tax Returns or pay such Taxes would not reasonably be expected to have a Material Adverse Effect. No audit or other proceeding with respect to a material amount of Taxes of the Company or any Subsidiary is pending or, to the Company's knowledge, threatened in writing.

3.15 **Environmental Laws.** The Company and its Subsidiaries are in compliance with all applicable laws relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, and possess all permits required thereunder for the conduct of their businesses, except where the failure to so comply or possess such permits would not reasonably be expected to have a Material Adverse Effect.

3.16 **Title; Real Property.** Each of the Company and its Subsidiaries has good and marketable title to all real and personal property owned by it that is material to its business, free and clear of all liens, encumbrances and defects, except for liens disclosed in the SEC Reports and such as do not materially affect the value of such property or materially interfere with its use. Any real property and buildings held under lease by the Company or any Subsidiary are held under valid and enforceable leases, with such exceptions as would not reasonably be expected to have a Material Adverse Effect.

3.17 **Insurance.** The Company and its Subsidiaries are insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as the Company reasonably believes are prudent and customary for comparably situated companies, and each such policy is in full force and effect.

3.18 **Nasdaq.** The Common Stock is registered pursuant to Section 12(b) of the Exchange Act and is listed on The Nasdaq Capital Market under the symbol "NXGL." Except as disclosed in the SEC Reports (including the deficiency letter received from Nasdaq on April 22, 2026 regarding the minimum bid price requirement of Nasdaq Listing Rule 5550(a)(2)), the Company is in compliance with the continued listing requirements of Nasdaq, and the Company has not received any written notice from Nasdaq or the SEC of any proceeding to delist the Common Stock or deregister the Common Stock under the Exchange Act. The Company has taken no action designed to, or that would reasonably be expected to have the effect of, terminating the registration of the Common Stock under the Exchange Act or delisting the Common Stock from Nasdaq.

3.19 **Sarbanes-Oxley; Internal Controls.** Except as disclosed in the SEC Reports (including the material weaknesses in internal control over financial reporting described therein), the Company is in compliance in all material respects with the applicable provisions of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated thereunder, maintains a system of internal control over financial reporting (as defined in Rule 13a-15(f) under the Exchange Act) designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements in accordance with GAAP, and maintains disclosure controls and procedures (as defined in Rule 13a-15(e) under the Exchange Act) designed to ensure that information required to be disclosed by the Company in its Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC.

3.20 **Price Stabilization.** The Company has not taken, and will not take, directly or indirectly, any action designed to, or that would reasonably be expected to, cause or result in stabilization or manipulation of the price of the Common Stock in connection with the offer and sale of the Securities.

3.21 **Investment Company Act.** The Company is not, and immediately after receipt of payment for the Securities will not be, an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended.

3.22 **General Solicitation; No Integration.** Neither the Company nor any Person acting on its behalf has engaged in any general solicitation or general advertising (within the meaning of Regulation D under the Securities Act) in connection with the offer or sale of the Securities. Neither the Company nor any of its Affiliates, nor any Person acting on their behalf, has, directly or indirectly, made any offers or sales of any security or solicited any offers to buy any security under circumstances that would cause the offer and sale of the Securities to be integrated with prior offerings by the Company for purposes of the Securities Act or the rules of Nasdaq, or that would otherwise require registration of the Securities under the Securities Act or stockholder approval of the issuance of the Securities under the rules of Nasdaq (other than Stockholder Approval in respect of issuances in excess of the Exchange Cap).

3.23 **Brokers and Finders.** Other than Alere Financial Partners (A division of Cova Capital Partners, LLC) , no placement agent, broker, finder or other Person is entitled to any fee or commission from the Company or any Investor in connection with the transactions contemplated by this Agreement, and neither the Company nor any Person acting on its behalf has paid or will pay, directly or indirectly, any other remuneration to any Person for solicitation of purchasers of the Securities.

3.24 **No Disqualification Events.** None of the Company, any of its predecessors, any affiliated issuer, any director, executive officer or other officer of the Company participating in the offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities (calculated on the basis of voting power), or any promoter (as that term is defined in Rule 405 under the Securities Act) connected with the Company in any capacity at the time of sale is subject to any of the "bad actor" disqualifications described in Rule 506(d)(1)(i) through (viii) under the Securities Act (a **"Disqualification Event"**), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e).

3.25 **No Additional Agreements; Equal Treatment.** There are no agreements or understandings between the Company and any Investor with respect to the transactions contemplated by the Transaction Agreements other than as specified in the Transaction Agreements and the Note Amendment Documents. The terms of the financing contemplated by this Agreement have been offered to all Holders on the same terms, and the Company has not offered any fee, side payment or other consideration to any Holder in connection with the Note Amendment Documents or this Agreement.

3.26 **Anti-Corruption; Sanctions.** Neither the Company nor any Subsidiary, nor, to the Company's knowledge, any director, officer, employee or agent thereof, (a) has violated the U.S. Foreign Corrupt Practices Act of 1977, as amended, or any other applicable anti-corruption or anti-money laundering law, or (b) is a Person that is, or is owned or controlled by a Person that is, the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union or His Majesty's Treasury. The Company will not use the proceeds of the sale of the Securities in violation of any such law or sanctions.

3.27 **Cybersecurity and Data Privacy.** Except as would not reasonably be expected to have a Material Adverse Effect, (a) the information technology systems used by the Company and its Subsidiaries are adequate for the operation of their businesses as currently conducted and, to the Company's knowledge, have not been subject to any security breach or unauthorized access, and (b) the Company and its Subsidiaries are in compliance with all applicable laws and their own policies relating to the privacy and security of personal data.

3.28 **Transactions with Affiliates.** Except as disclosed in the SEC Reports or the Note Amendment Documents, no relationship, direct or indirect, exists between the Company or any Subsidiary, on the one hand, and any director, officer, stockholder, customer or supplier of the Company, on the other hand, that is required to be described in the SEC Reports and is not so described.

3.29 **Disclosure.** The Company confirms that neither it nor any Person acting on its behalf has provided any Investor or its agents or counsel with any information that constitutes material non-public information, other than the existence and terms of the Transaction Agreements and the Note Amendment Documents and the transactions contemplated thereby, all of which will be disclosed in the Disclosure Document. The Company understands and confirms that the Investors will rely on the foregoing representation in effecting transactions in securities of the Company.

4. **Representations and Warranties of Each Investor.** Each Investor, severally for itself and not jointly with any other Investor, represents and warrants to the Company that the statements contained in this Section 4 are true and correct as of the date hereof and as of the Closing Date on which it purchases Securities:

4.1 **Organization; Authorization.** If an entity, such Investor is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization. Such Investor has all requisite power and authority (and, if an individual, the legal capacity) to enter into the Transaction Agreements to which it is a party and to perform its obligations thereunder, and all action on the part of such Investor necessary for the authorization, execution, delivery and performance of such Transaction Agreements has been taken. This Agreement constitutes a legal, valid and binding obligation of such Investor, enforceable against such Investor in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors' rights generally or by general equitable principles.

4.2 **No Conflicts.** The execution, delivery and performance by such Investor of the Transaction Agreements to which it is a party and the purchase of the Securities do not and will not conflict with or result in a violation of or default under (a) such Investor's organizational documents, if applicable, or (b) any agreement, instrument, law, rule, regulation, order or judgment applicable to such Investor, except, in the case of clause (b), as would not reasonably be expected to materially impair such Investor's ability to perform its obligations under the Transaction Agreements.

4.3 **Accredited Investor.** Such Investor is an "accredited investor" as defined in Rule 501(a) of Regulation D under the Securities Act and was not organized for the specific purpose of acquiring the Securities. Such Investor has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Securities and is able to bear the economic risk of such investment, including a complete loss thereof.

4.4 **Investment Intent.** Such Investor is acquiring the Securities for its own account (or for the account of investment accounts over which it has full investment discretion) and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act, without prejudice, subject to Section 2.6, to such Investor's right at all times to sell or otherwise dispose of all or any part of the Securities in compliance with applicable securities laws. Such Investor has no present arrangement to sell the Securities to or through any Person.

4.5 **Access to Information; Independent Decision.** Such Investor has had the opportunity to review the SEC Reports and the Note Amendment Documents and to ask questions of and receive answers from the Company regarding the Company, its business and the terms of the Securities. Such Investor acknowledges that (a) it is aware of the Company's financial condition, the going-concern qualification in the Financial Statements, the existing and potential Events of Default (as defined in the Notes) identified in the Note Amendment Documents and the risk factors set forth in the SEC Reports, (b) the Merger Closing may not occur, in which case the Shares will be exchanged for Replacement Notes in accordance with Section 2.6, and (c) nothing in the Transaction Agreements or any other materials presented by or on behalf of the Company constitutes legal, tax or investment advice. Such Investor has made its own independent investment decision and has relied solely on its own investigation, the SEC Reports and the representations and warranties of the Company set forth in this Agreement; such investigation shall not limit such Investor's right to rely on the Company's representations and warranties contained in this Agreement.

4.6 **Restricted Securities; Legends.** Such Investor understands that the Securities have not been registered under the Securities Act or any state securities laws, are being offered and sold in reliance on exemptions from such registration, are "restricted securities" under Rule 144 and may not be offered, sold, pledged or otherwise transferred except pursuant to an effective registration statement or an available exemption from registration and in compliance with applicable state securities laws. Such Investor understands that the Securities (and any book-entry notations or certificates evidencing them) will bear a legend in substantially the following form (subject, in the case of the Shares, to Section 2.6), together with any other legend required by this Agreement or applicable law:

> "THE OFFER AND SALE OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE TO WHICH THIS CONFIRMATION RELATES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, PLEDGED, HYPOTHECATED, TRANSFERRED OR ASSIGNED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER APPLICABLE SECURITIES LAWS, OR UNLESS OFFERED, SOLD, PLEDGED, HYPOTHECATED OR TRANSFERRED PURSUANT TO AN AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THOSE LAWS. THE COMPANY AND ITS TRANSFER AGENT SHALL BE ENTITLED TO REQUIRE AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY AND THE TRANSFER AGENT THAT SUCH REGISTRATION IS NOT REQUIRED. NOTWITHSTANDING THE FOREGOING, (I) THE SECURITIES MAY BE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE AND (II) THE SECURITIES MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN OR FINANCING ARRANGEMENT SECURED BY THE SECURITIES."

4.7 **No General Solicitation.** Such Investor is not purchasing the Securities as a result of any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or broadcast over television, radio or the internet, or presented at any seminar or other general solicitation or general advertisement. Such Investor became aware of the offering of the Securities solely through its substantive, pre-existing relationship with the Company as a Holder or otherwise, and not as a result of the press release or Current Report on Form 8-K referred to in Section 5.2.

4.8 **Certain Trading Activities; Confidentiality.** Other than consummating the transactions contemplated hereby, such Investor has not, nor has any Person acting on its behalf or pursuant to any understanding with it, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing at the time such Investor was first contacted by the Company regarding the transactions contemplated hereby and ending immediately prior to the execution of this Agreement. Such Investor shall not, and shall cause its Affiliates not to, execute any purchases or sales, including Short Sales, of securities of the Company from the execution of this Agreement until the Disclosure Document has been filed. Such Investor has maintained the confidentiality of all disclosures made to it in connection with the transactions contemplated hereby (including the existence and terms of such transactions), other than to its advisors and representatives who need to know such information.

4.9 **No Group; Independent Investors.** Such Investor is not acting, and has not agreed to act, together with any other Investor or other Person as a "group" within the meaning of Section 13(d)(3) of the Exchange Act with respect to the acquisition, disposition or voting of any securities of the Company. The decision of such Investor to purchase the Securities has been made independently of any other Investor.

4.10 **Disqualification Event.** If such Investor is a Person described in Rule 506(d)(1) under the Securities Act, no Disqualification Event is applicable to such Investor or any of its Rule 506(d) related parties, except for a Disqualification Event covered by Rule 506(d)(2)(ii) or (iii) or (d)(3). Such Investor shall promptly notify the Company in writing if a Disqualification Event becomes applicable to it or any of its Rule 506(d) related parties.

4.11 **Brokers.** Such Investor has not retained or been represented by any broker, finder or placement agent in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.12 **Residency.** Such Investor's residence (if an individual) or principal place of business (if an entity) is located at the address set forth opposite such Investor's name on Exhibit A.

5. **Covenants.**

5.1 **Further Assurances.** Each party shall execute and deliver such further instruments and take such further actions as any other party may reasonably request in order to carry out the intent and purposes of this Agreement. Prior to the Closing, each Investor shall promptly notify the Company, and the Company shall promptly notify each Investor, if any of its representations and warranties in Section 4 or Section 3, respectively, ceases to be accurate in any material respect.

5.2 **Disclosure of Transactions.** The Company shall, by 9:00 a.m., New York City time, on the first (1st) Business Day following the date hereof, issue a press release that complies with Rule 135c under the Securities Act and, within the time required by Form 8-K, file with the SEC a Current Report on Form 8-K (or an amendment to any Current Report on Form 8-K previously filed with respect to the transactions contemplated hereby) (including all exhibits thereto, the **"Disclosure Document"**) disclosing all material terms of the transactions contemplated by the Transaction Agreements and the Note Amendment Documents, attaching the form of this Agreement and the form of Warrant as exhibits thereto and disclosing any other material non-public information concerning the Company provided to the Investors prior to such time. From and after the filing of the Disclosure Document, no Investor shall be in possession of any material non-public information received from the Company or its representatives, and the Company shall not provide any Investor with material non-public information without such Investor's prior written consent; *provided* that the foregoing shall not apply to information provided to an Investor or its representative in its capacity as a member of the Board of Directors, the Special Committee or any advisory committee of Holders established in connection with the Merger, which shall be subject to the confidentiality obligations applicable to such capacity. Except as required by applicable law, the rules of Nasdaq or the SEC (including in the Disclosure Document, the Registration Statement and any filing of the Transaction Agreements as exhibits), the Company shall not disclose the name of any Investor in any press release or public announcement without such Investor's prior written consent (email being sufficient); *provided* that the identities of Investors that are directors or executive officers of the Company, or that beneficially own more than 5% of the Common Stock, may be disclosed to the extent required by applicable law.

5.3 **Form D; Blue Sky.** The Company shall take such action as is necessary to obtain an exemption for, or to qualify, the Securities for sale to the Investors under applicable state securities laws, and shall provide evidence of such actions promptly upon the request of any Investor.

5.4 **Listing.** The Company shall use commercially reasonable efforts to maintain the listing of the Common Stock on the Principal Market and shall, within the time required by Nasdaq Listing Rule 5250(e)(2), submit a Listing of Additional Shares notification to Nasdaq with respect to the Shares, the Warrant Shares and the shares of Common Stock issuable under the Replacement Notes (if issued).

5.5 **Stockholder Approval.** If any Shares or Warrant Shares are withheld by reason of the Exchange Cap, the Company shall consider, in the Company's sole and exclusive discretion, callingand holding a meeting of its stockholders for the purpose of obtaining Stockholder Approval. The Company has no obligation to obtain Stockholder Approval.

5.6 **Reservation of Common Stock.** The Company shall at all times reserve and keep available out of its authorized but unissued shares of Common Stock, free of preemptive rights, a number of shares sufficient to permit the issuance of all Abeyance Shares, all Warrant Shares and all shares of Common Stock issuable under the Replacement Notes (if issued).

5.7 **Integration.** The Company shall not, and shall use commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy any security that would be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Investors or that would require stockholder approval under the rules of Nasdaq that has not been obtained.

5.8 **Removal of Legends.** Subject to receipt from the applicable Investor of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent, the Company shall cause the Transfer Agent to remove the restrictive legend from any Registrable Securities, and to deliver such Registrable Securities to such Investor by crediting the account of such Investor's prime broker with The Depository Trust Company through its Deposit/Withdrawal at Custodian system, within two (2) Trading Days after the request of such Investor, if (a) such Registrable Securities are registered for resale under an effective Registration Statement, (b) such Registrable Securities are sold or transferred pursuant to Rule 144 or (c) such Registrable Securities are eligible for resale under Rule 144 without volume or manner-of-sale restrictions and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144. The Company shall bear the fees of the Transfer Agent and of its counsel (including the cost of any legal opinion required by the Transfer Agent) in connection with any such legend removal.

5.9 **Reporting Status; Rule 144.** For so long as any Investor holds Securities, the Company shall timely file all reports required to be filed by it with the SEC under the Exchange Act, shall not terminate its status as an issuer required to file such reports (even if the Exchange Act would otherwise permit such termination) and shall take such further reasonable action as any Investor may reasonably request to enable such Investor to sell Securities under Rule 144.

5.10 **Equal Treatment of Investors.** The Company shall not enter into any agreement, side letter or arrangement with any Investor or any Affiliate thereof in connection with the transactions contemplated by this Agreement that provides such Investor or Affiliate with rights or economic terms more favorable in any material respect than those provided to the other Investors, unless such more favorable terms are offered to all Investors on the same basis. No consideration shall be offered or paid to any Investor to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration is also offered to all Investors. This Section 5.10 constitutes a separate right granted to each Investor by the Company and shall not be construed as the Investors acting in concert or as a group.

5.11 **Indemnification.**

(a) The Company agrees to indemnify and hold harmless each Investor, its Affiliates and each Person who controls such Investor (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents (each, an **"Indemnified Person"**), from and against any and all losses, claims, damages, liabilities and expenses (including reasonable and documented attorneys' fees and other out-of-pocket expenses reasonably incurred in investigating, preparing or defending any action, claim or proceeding, pending or threatened) to which such Indemnified Person may become subject as a result of (i) any breach of any representation, warranty, covenant or agreement made by the Company under the Transaction Agreements or (ii) any action, claim or proceeding brought against an Indemnified Person by any stockholder of the Company who is not an Affiliate of such Indemnified Person, whether directly or in a derivative capacity, with respect to the transactions contemplated by the Transaction Agreements (unless such action, claim or proceeding is based upon a breach of such Investor's representations, warranties or covenants under the Transaction Agreements or such Investor's violation of law).

(b) Any Indemnified Person seeking indemnification hereunder shall give prompt written notice to the Company of any claim with respect to which it seeks indemnification and shall permit the Company to assume the defense of such claim with counsel reasonably satisfactory to such Indemnified Person; *provided* that the Indemnified Person may employ separate counsel at the Company's expense if (i) the Company has agreed in writing to pay such fees, (ii) the Company has failed to assume the defense of such claim with counsel reasonably satisfactory to the Indemnified Person or (iii) in the reasonable judgment of the Indemnified Person, based upon advice of its counsel, a conflict of interest exists between such Indemnified Person and the Company with respect to such claim. The failure of an Indemnified Person to give such notice shall not relieve the Company of its obligations hereunder except to the extent the Company is materially prejudiced thereby. The Company shall not, without the consent of the Indemnified Person (not to be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement that does not include an unconditional release of the Indemnified Person from all liability in respect of such claim or that includes any admission of fault by or on behalf of the Indemnified Person. The indemnification provided in this Section 5.11 is in addition to the indemnification provided in Section 6.10.

5.12 **Tax Information.** Each Investor shall furnish the Company with such information, representations and forms (including an IRS Form W-9 or applicable Form W-8) as the Company may reasonably request to assist the Company in complying with applicable tax law, including any withholding obligations.

6. **Registration Rights.**

6.1 **Mandatory Registration.** The Company shall use commercially reasonable efforts to prepare and file with the SEC a Registration Statement covering the resale of all Registrable Securities then outstanding or issuable (other than Registrable Securities that have ceased to be Registrable Securities) as promptly as reasonably practicable following the Registration Trigger Date, with a target of not later than sixty (60) calendar days thereafter (the **"Filing Deadline"**); *provided* that, if the Company is not then eligible or permitted to file a Registration Statement on either Form S-3 or Form S-1, the Filing Deadline shall be deferred until the earliest date on which the Company becomes eligible or permitted to file on either such form, and during such period the Company shall use commercially reasonable efforts to become so eligible or permitted. The Registration Statement shall be on Form S-3 if the Company is then eligible to use Form S-3 for the resale of the Registrable Securities and otherwise on Form S-1 (in which case the Company shall convert the Registration Statement to Form S-3 as soon as reasonably practicable after it becomes eligible to do so). The Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit C, subject to any comments of the SEC, and shall cover, to the extent permitted by Rule 416 under the Securities Act, such indeterminate number of additional shares of Common Stock as may become issuable with respect to the Registrable Securities as a result of stock splits, stock dividends or similar transactions. The Company may include in the Registration Statement the shares of Common Stock issuable upon conversion of the Notes and any other securities for which the Company has granted registration rights. If the SEC does not permit all Registrable Securities to be registered on a single Registration Statement, the Company shall file successive Registration Statements as promptly as permitted by the SEC until all Registrable Securities are covered. The Company shall furnish to the Investors a draft of the Registration Statement at least three (3) Business Days prior to its filing and shall consider in good faith any comments of the Investors and their counsel received prior to filing.

6.2 **Effectiveness.** The Company shall use commercially reasonable efforts to cause the Registration Statement to be declared effective by the SEC as promptly as reasonably practicable after its filing and to keep the Registration Statement continuously effective pursuant to Rule 415 under the Securities Act, and available for the resale of all Registrable Securities covered thereby, until the date on which all securities covered thereby have ceased to be Registrable Securities (the **"Effectiveness Period"**); *provided* that, if, when the Company's obligation to cause a Registration Statement to be declared effective arises, the Company is not eligible or permitted to file or cause a Registration Statement to be declared effective on either Form S-3 or Form S-1, the applicable obligation shall be deferred until the earliest date on which the Company becomes eligible or permitted to file and cause a Registration Statement to be declared effective on either such form, and during such period the Company shall use commercially reasonable efforts to become so eligible or permitted. The Company shall notify the Investors by email within one (1) Business Day after the Registration Statement is declared effective and, within two (2) Business Days after such date, shall deliver to each Investor a statement from the Transfer Agent showing the Registrable Securities held by such Investor that are covered by the Registration Statement, and shall thereafter remove legends in accordance with Section 5.8. The Investors acknowledge that the Filing Deadline is a filing target only, that the Company does not guarantee that the Registration Statement will be declared effective by any particular date and that no liquidated damages shall be payable by reason of any failure to file or obtain or maintain the effectiveness of the Registration Statement; *provided* that the foregoing shall not limit the right of the Investors to seek specific performance of the Company's obligations under this Section 6.

6.3 **Additional Registration Statements.** If the number of shares of Common Stock available under the Registration Statement at any time is insufficient to cover all of the Registrable Securities required to be covered thereby, the Company shall, as promptly as reasonably practicable (and in any event within thirty (30) days after the necessity therefor arises), amend the Registration Statement or file a new Registration Statement to cover such additional Registrable Securities, and this Section 6 shall apply to such amendment or new Registration Statement.

6.4 **Allowable Delays.** On no more than two (2) occasions in any twelve (12)-month period, for not more than thirty (30) consecutive days or a total of not more than sixty (60) days in any twelve (12)-month period, the Company may delay the filing or effectiveness of the Registration Statement or suspend the use of any Prospectus if the Board of Directors determines in good faith, upon advice of counsel, that such delay or suspension is necessary (a) to avoid premature disclosure of material non-public information concerning the Company that the Company has a bona fide business purpose for preserving as confidential or (b) to amend or supplement the Registration Statement or the Prospectus so that it does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (an **"Allowed Delay"**); *provided* that the Company shall promptly notify the Investors in writing of the commencement and termination of each Allowed Delay (without disclosing the content of any material non-public information) and shall use commercially reasonable efforts to terminate each Allowed Delay as promptly as practicable.

6.5 **Rule 415; Cutback.** If the SEC takes the position that the offering of some or all of the Registrable Securities in the Registration Statement is not eligible to be made on a delayed or continuous basis under Rule 415 under the Securities Act, or that any Investor must be named as an "underwriter," the Company shall promptly notify the Investors and shall use commercially reasonable efforts to persuade the SEC that the offering is a valid secondary offering and that none of the Investors is an underwriter. If, despite such efforts, the SEC does not alter its position, the Company shall (a) remove from the Registration Statement such portion of the securities covered thereby, applied first to Shares, then to Warrant Shares, then to shares of Common Stock issuable under the Replacement Notes, and then to any shares of Common Stock issuable upon conversion of the Notes and any other securities included pursuant to Section 6.1, in each case pro rata among the holders thereof, and (b) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require; *provided* that the Company shall not name any Investor as an underwriter without its prior written consent (in which case the Company shall have no obligation to include such Investor's Registrable Securities in the Registration Statement until such consent is given or the SEC no longer requires it). The Company shall file a new Registration Statement covering any Registrable Securities so removed as promptly as reasonably practicable after the SEC permits such securities to be registered.

6.6 **Related Company Obligations.** In connection with the Registration Statement, the Company shall: (a) prepare and file with the SEC such amendments, post-effective amendments and supplements to the Registration Statement and the Prospectus as may be necessary to keep the Registration Statement effective during the Effectiveness Period and to comply with the Securities Act and the Exchange Act with respect to the disposition of the Registrable Securities covered thereby; (b) notify the Investors promptly (and in any event within two (2) Business Days) of (i) any request by the SEC for amendments or supplements to the Registration Statement or the Prospectus or for additional information, (ii) the issuance by the SEC of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceeding for that purpose and (iii) the happening of any event that makes any statement made in the Registration Statement or the Prospectus untrue in any material respect or that requires the making of any changes in the Registration Statement or the Prospectus so that it will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading (each of the events described in clauses (ii) and (iii), a **"Suspension Event"**), it being understood that the Company need not disclose to the Investors the substance of any Suspension Event; (c) use commercially reasonable efforts to prevent the issuance of any stop order and, if one is issued, to obtain its withdrawal as promptly as practicable; (d) furnish to each Investor, without charge, such number of copies of the Prospectus as such Investor may reasonably request (except to the extent available on EDGAR); (e) register or qualify the Registrable Securities under the securities or blue sky laws of such jurisdictions as any Investor reasonably requests, *provided* that the Company shall not be required to qualify to do business, subject itself to taxation or consent to general service of process in any jurisdiction where it is not otherwise so subject; (f) use commercially reasonable efforts to cause all Registrable Securities covered by the Registration Statement to be listed on the Principal Market; (g) comply with Rule 172 under the Securities Act and file any final Prospectus with the SEC pursuant to Rule 424 under the Securities Act within the time required thereby; and (h) cooperate with the Investors to facilitate the timely delivery of Registrable Securities sold under the Registration Statement free of restrictive legends in accordance with Section 5.8.

6.7 **Suspension of Sales.** Each Investor agrees that, upon receipt of notice from the Company of an Allowed Delay or a Suspension Event, it will promptly discontinue disposition of Registrable Securities under the Registration Statement until it receives notice from the Company that such dispositions may be resumed, *provided* that the foregoing shall not limit the right of such Investor to sell Registrable Securities under Rule 144 or another exemption from registration or to settle any sale contracted for prior to its receipt of such notice.

6.8 **Investor Information and Cooperation.** Each Investor shall furnish to the Company a completed selling stockholder questionnaire in the form attached hereto as Exhibit D and such other information regarding such Investor, the Registrable Securities held by it and the intended method of disposition thereof as the Company may reasonably request in connection with the Registration Statement, and shall promptly notify the Company of any material change in such information. If an Investor fails to furnish such information within five (5) Business Days after the Company's written request, the Company may file the Registration Statement without including such Investor's Registrable Securities. The Company shall not file any Registration Statement or Prospectus containing information regarding an Investor to which such Investor reasonably objects in writing, unless such information is required by applicable law or the SEC.

6.9 **Registration Expenses.** All Registration Expenses shall be borne by the Company. All Selling Expenses shall be borne by the Investor incurring them.

6.10 **Indemnification and Contribution.**

(a) The Company shall indemnify and hold harmless each Investor, each Person who controls such Investor within the meaning of the Securities Act or the Exchange Act and their respective directors, officers, partners, members, managers, employees, agents and advisors, against all losses, claims, damages, liabilities, costs (including reasonable and documented attorneys' fees) and expenses (collectively, **"Claims"**) arising out of or based upon (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein (in the case of the Prospectus, in light of the circumstances under which they were made) not misleading, or (ii) any violation by the Company of the Securities Act, the Exchange Act or any state securities law in connection with the Registration Statement, except in each case to the extent that such Claim arises out of or is based upon information furnished in writing to the Company by such Investor expressly for use therein, or the use by such Investor of an outdated or defective Prospectus after the Company has notified such Investor in writing that such Prospectus may not be used.

(b) Each Investor, severally and not jointly, shall indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement and each Person who controls the Company within the meaning of the Securities Act or the Exchange Act against all Claims arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, and only to the extent, that such untrue statement or omission is contained in information furnished in writing by such Investor to the Company expressly for use therein. In no event shall the liability of any Investor under this Section 6.10(b) exceed the net proceeds received by such Investor from the sale of the Registrable Securities giving rise to such liability.

(c) Promptly after receipt by an indemnified party of notice of the commencement of any action involving a Claim, such indemnified party shall notify the indemnifying party in writing (*provided* that the failure to so notify shall not relieve the indemnifying party of its obligations except to the extent it is materially prejudiced thereby), and the indemnifying party shall be entitled to assume the defense thereof with counsel reasonably satisfactory to the indemnified party; *provided* that the indemnified party may retain its own counsel at the expense of the indemnifying party if, in the reasonable judgment of the indemnified party, a conflict of interest exists between the indemnified party and the indemnifying party with respect to such Claim. No indemnifying party shall, without the consent of the indemnified party (not to be unreasonably withheld, conditioned or delayed), consent to the entry of any judgment or enter into any settlement that does not include an unconditional release of the indemnified party from all liability in respect of such Claim.

(d) If the indemnification provided for in this Section 6.10 is unavailable to or insufficient to hold harmless an indemnified party, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party, as well as any other relevant equitable considerations; *provided* that (i) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation and (ii) the contribution of any Investor shall be limited to the net proceeds received by such Investor from the sale of the Registrable Securities giving rise to such contribution obligation.

6.11 **Assignment of Registration Rights.** The rights of an Investor under this Section 6 may be assigned to a transferee of Registrable Securities that agrees in writing to be bound by this Section 6, *provided* that such transfer complies with applicable securities laws and the Transaction Agreements and that the Investor gives the Company prompt written notice of such assignment.

7. **Conditions to Closing.**

7.1 **Conditions to the Obligations of the Investors.** The several obligations of each Investor to purchase and pay for the Securities at the applicable Closing are subject to the satisfaction, or waiver in writing by such Investor, of the following conditions:

(a) the representations and warranties of the Company contained herein shall be true and correct in all material respects (or, if qualified by materiality or Material Adverse Effect, in all respects) as of the date hereof and as of such Closing Date, as though made on and as of such date (except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case as of such earlier date);

(b) the Company shall have performed in all material respects all obligations required to be performed by it hereunder on or prior to such Closing Date;

(c) since the date hereof, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect;

(d) no statute, rule, regulation, order, injunction or decree shall have been enacted, entered or issued by any court or governmental authority that prohibits the consummation of the transactions contemplated by the Transaction Agreements, and no action or proceeding seeking such a prohibition shall be pending;

(e) the Common Stock shall be listed on the Principal Market and shall not have been suspended from trading thereon by the SEC or Nasdaq, and the Company shall have submitted a Listing of Additional Shares notification to Nasdaq with respect to the Shares and the Warrant Shares, and Nasdaq shall not have objected to the issuance thereof;

(f) the Note Amendment Documents shall have been executed and delivered by Holders holding all of outstanding principal amount of the Notes other than no greater than $1,000,000 of outstanding principal amount of the Notes, and the consents and waivers of the Holders set forth therein shall be in full force and effect;

(g) an authorized officer of the Company shall have delivered to the Investors a certificate, dated such Closing Date, certifying that the conditions specified in Section 7.1(a), Section 7.1(b) and Section 7.1(c) have been satisfied;

(h) the Secretary of the Company shall have delivered to the Investors a certificate, dated such Closing Date, certifying as to the Certificate of Incorporation, the Bylaws and the resolutions of the Board of Directors (or an authorized committee thereof) approving the Transaction Agreements, the issuance of the Securities and the exchange contemplated by Section 2.6; and

(i) the aggregate Purchase Amounts funded at the Closing shall equal at least the Minimum Amount.

7.2 **Conditions to the Obligations of the Company.** The obligation of the Company to issue and sell Securities to each Investor at the applicable Closing is subject to the satisfaction, or waiver in writing by the Company, of the following conditions:

(a) the representations and warranties of such Investor contained herein shall be true and correct in all material respects as of the date hereof and as of such Closing Date, and the consummation of such Closing shall constitute a reaffirmation by such Investor of its representations, warranties and covenants as of such Closing Date;

(b) such Investor shall have performed in all material respects all obligations required to be performed by it hereunder on or prior to such Closing Date;

(c) no statute, rule, regulation, order, injunction or decree shall have been enacted, entered or issued by any court or governmental authority that prohibits the consummation of the transactions contemplated by the Transaction Agreements;

(d) the Company shall have received such Investor's Purchase Amount by wire transfer of immediately available funds; and

(e) the aggregate Purchase Amounts funded at the Closing shall equal at least the Minimum Amount.

8. **Termination.**

8.1 **Termination.** This Agreement may be terminated, as to any Closing that has not yet occurred, (a) by the mutual written consent of the Company and a Majority in Interest of the Investors; (b) by the Company, if the Closing has not occurred on or before the later of (i) the tenth (10th) Business Day following the date hereof and (ii) the fifth (5th) Business Day following the date on which the Closing was scheduled to occur under Section 2.2, including by reason of the failure of the Investors to fund the Minimum Amount; (c) by the Company, if any of the conditions set forth in Section 7.2 has become incapable of fulfillment with respect to any Investor and has not been waived by the Company, as to such Investor only; (d) by an Investor, solely as to itself, if any of the conditions set forth in Section 7.1 has become incapable of fulfillment and has not been waived by such Investor; or (e) by the Company, if the Board of Directors or the Special Committee determines in good faith, after consultation with counsel, that proceeding with the transactions contemplated by this Agreement would be inconsistent with its fiduciary duties; *provided* that a party shall not be entitled to terminate this Agreement under clause (c) or (d) if such party's breach of this Agreement has been the principal cause of the failure of the applicable condition.

8.2 **Effect of Termination.** Upon termination of this Agreement in accordance with Section 8.1, this Agreement shall become void and of no further force and effect as to the terminated Closing, without liability of any party, except that (a) no termination shall relieve any party from liability for any willful breach of this Agreement prior to termination, (b) Section 2.2 shall apply to any funds paid by an Investor in respect of the terminated Closing and (c) this Agreement shall remain in full force and effect with respect to any Closing that has occurred.

9. **Miscellaneous.**

9.1 **Public Statements.** Except as set forth in Section 5.2 and except for filings required under Section 13 or Section 16 of the Exchange Act, neither the Company nor any Investor shall make any public announcement with respect to the existence or terms of this Agreement without the prior consent of the Company (in the case of an announcement by an Investor) or of the Investor named therein (in the case of an announcement by the Company that names such Investor), in each case not to be unreasonably withheld, other than announcements required by applicable law, the rules of Nasdaq or the SEC, in which case the disclosing party shall, to the extent reasonably practicable, allow the other party reasonable time to comment thereon in advance.

9.2 **Interpretation.** The words "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement. The words "include," "includes" and "including" shall be deemed to be followed by "without limitation." The headings in this Agreement are for convenience of reference only and shall not affect its interpretation. Section and Exhibit references are to this Agreement unless otherwise specified. References to agreements or statutes are to such agreements or statutes as amended or supplemented from time to time. All share numbers and per-share prices in this Agreement give effect to the Reverse Split and are subject to proportionate adjustment for any stock split, stock dividend, combination or similar event occurring after the date hereof.

9.3 **Notices.** Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed given (a) when delivered personally, (b) when sent by email, if sent during normal business hours of the recipient on a Business Day and otherwise on the next Business Day, *provided* that no bounce-back or undeliverable notice is received, (c) three (3) Business Days after mailing by certified or registered mail, return receipt requested and postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, in each case addressed (i) if to the Company, to NexGel, Inc., 2150 Cabot Boulevard West, Suite B, Langhorne, Pennsylvania 19047, Attention: Brian J. Kieser, Interim Chief Executive Officer, Email: [●], with a copy (which shall not constitute notice) to Honigman LLP, 660 Woodward Avenue, Suite 2290, Detroit, Michigan 48226, Attention: Adam Snukal, Michael Rosenberg and N. Danny Shulman, Email: mrosenberg@honigman.com and nshulman@honigman.com; and (ii) if to an Investor, to its address or email address set forth on Exhibit A or on its signature page hereto, or in each case to such other address as a party may designate by notice given in accordance with this Section 9.3.

9.4 **Consent to Electronic Notice.** Each Investor consents to the delivery of any stockholder notice pursuant to Section 232 of the DGCL at the email address set forth on Exhibit A or its signature page hereto, as updated from time to time by notice to the Company. To the extent any such notice is returned as undeliverable, the foregoing consent shall be deemed revoked until a new or corrected email address has been provided.

9.5 **Governing Law; Jurisdiction; Waiver of Jury Trial.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to its conflict of laws principles. Each party irrevocably submits to the exclusive jurisdiction of the Court of Chancery of the State of Delaware (or, if such court lacks subject matter jurisdiction, any other state or federal court located in the State of Delaware) for the adjudication of any dispute arising out of or relating to this Agreement or the transactions contemplated hereby, waives any objection to the laying of venue in such courts and agrees not to assert that any such court is an inconvenient forum, and consents to service of process by mail or courier at its address for notices under Section 9.3. EACH PARTY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

9.6 **Specific Performance.** The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with its terms and that the parties shall be entitled to specific performance of the terms hereof and injunctive relief, in addition to any other remedy to which they are entitled at law or in equity, without the necessity of posting a bond.

9.7 **Expenses.** Each party shall bear its own fees and expenses, including the fees and expenses of its attorneys, accountants and advisors, incurred in connection with the Transaction Agreements and the transactions contemplated thereby; *provided* that the Company shall pay all Transfer Agent fees, stamp taxes and other similar taxes and duties (other than income taxes) levied in connection with the issuance and delivery of the Securities.

9.8 **Assignment.** No party may assign its rights or obligations under this Agreement without the prior written consent of the Company (in the case of an Investor) or a Majority in Interest of the Investors (in the case of the Company), except that an Investor may assign its rights under this Agreement, without the consent of the Company, to an Affiliate or to a permitted transferee of its Securities that agrees in writing to be bound by this Agreement as an Investor and makes the representations and warranties set forth in Section 4. No assignment shall relieve the assigning party of its obligations hereunder.

9.9 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable in any jurisdiction, such provision shall be replaced with a valid and enforceable provision that accomplishes, to the extent possible, the original business purpose of such provision, and the remainder of this Agreement shall remain in full force and effect.

9.10 **Third-Party Beneficiaries.** Except as expressly provided in Section 5.11 and Section 6.10, nothing in this Agreement, express or implied, is intended to confer upon any Person other than the parties and their respective successors and permitted assigns any rights or remedies under or by reason of this Agreement.

9.11 **Independent Nature of Investors' Obligations.** The obligations of each Investor under the Transaction Agreements are several and not joint with the obligations of any other Investor, and no Investor shall be responsible in any way for the performance of the obligations of any other Investor. Nothing contained in the Transaction Agreements, and no action taken by any Investor pursuant thereto, shall be deemed to constitute the Investors as a partnership, an association, a joint venture or a "group" within the meaning of Section 13(d)(3) of the Exchange Act, and the Company acknowledges that the Investors are not acting in concert or as a group with respect to such obligations or the transactions contemplated hereby. Each Investor shall be entitled to independently protect and enforce its rights under the Transaction Agreements, and it shall not be necessary for any other Investor to be joined as an additional party in any proceeding for such purpose. Each Investor acknowledges that it has been represented by its own counsel (or has had the opportunity to be so represented) and that counsel to the Company has not rendered legal advice to such Investor. The Company has elected to provide all Investors with the same Transaction Agreements for the convenience of the Company and not because it was required or requested to do so by any Investor.

9.12 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement. Counterparts may be delivered by facsimile, email (including .pdf) or any electronic signature complying with the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

9.13 **Entire Agreement; Amendments and Waivers.** This Agreement and the other Transaction Agreements (including the Exhibits hereto and thereto) constitute the entire agreement among the parties with respect to the subject matter hereof and supersede all prior agreements and understandings, written or oral, with respect thereto. Without limiting the foregoing, as between the Company and each Investor, this Agreement supersedes the Binding Recapitalization Support and Election Term Sheet only to the extent necessary to give effect to the financing transactions contemplated by this Agreement; nothing in this Agreement amends, waives, supersedes or otherwise affects the Notes, the Note Amendment Documents or any rights or obligations thereunder, except as expressly provided in the Note Amendment Documents. No provision of this Agreement may be amended or waived except in a writing signed by the Company and a Majority in Interest of the Investors; *provided* that (a) any amendment or waiver that disproportionately and adversely affects the rights or obligations of any Investor relative to the other Investors shall require the written consent of such Investor, (b) any amendment to Section 2.1, Section 2.5, Section 2.6, Section 6 or this Section 9.13 shall require the written consent of each Investor, and (c) the Company may waive any condition or obligation in favor of the Company, and any Investor may waive any condition or obligation in favor of such Investor, as to itself, No waiver of any provision of this Agreement shall be deemed a waiver of any other provision or a continuing waiver.

9.14 **Survival.** The representations, warranties, covenants and agreements of the parties contained in this Agreement shall survive the Closing and the delivery of the Securities. Each Investor shall be responsible only for its own representations, warranties, covenants and agreements hereunder.

9.15 **Mutual Drafting.** This Agreement is the joint product of the Company and the Investors, and each provision hereof has been subject to the mutual consultation, negotiation and agreement of the parties and shall not be construed for or against any party.

[*Remainder of page intentionally left blank; signature pages follow.*]

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

COMPANY:

NEXGEL, INC.

By: _____
Name: Brian J. Kieser
Title: Interim Chief Executive Officer

[Signature Page to Securities Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Securities Purchase Agreement as of the date first written above.

INVESTOR:

[NAME OF INVESTOR]

By: _____
Name:
Title:

Purchase Amount: $_____
Basic Pro Rata Right: $_____
Oversubscription Request: $_____
Number of Shares: _____
Number of Warrant Shares: _____
Beneficial Ownership Limitation (Section 2.5): ☐ 4.99% ☐ 9.99%
Address for notices: _____
Email: _____
Tax identification number: _____
Holder of Notes: ☐ Yes (principal amount: $_____) ☐ No

[Signature Page to Securities Purchase Agreement]

EXHIBIT A

SCHEDULE OF INVESTORS

Investor Name and Address	Purchase Amount	Number of Shares	Number of Warrant Shares	Basic Pro Rata Right	Oversubscription Request	Shares Withheld Under Exchange Cap (if any)
Sequence LifeSciences, Inc.				$ 1,847,497.48		
Helena Partners				$ 923,748.74		
Asymmetry Point Capital				$ 671,817.27		
Brian Kieser				$ 335,908.63		
District 2 Capital				$ 167,954.32		
Bigger Capital				$ 167,954.32		
Auctus Fund				$ 167,954.32		
Patrick Hannigan				$ 100,772.59		
Dr. Robert Gottlieb				$ 100,772.59		
Nachum Stein				$ 83,977.16		
Richard Myers				$ 67,181.73		
Herbst Capital				$ 67,181.73		
George Marema				$ 50,386.29		
Prizm Investments				$ 50,386.29		
Brenden Schneck				$ 33,590.86		
Gary Blum				$ 33,590.86		
Neil Chesen				$ 25,193.15		
Adam Levy				$ 20,154.52		
Scott Henry				$ 16,795.43		
Dr Chris Mancuso				$ 16,795.43		
Dr Arvin Ahuja				$ 16,795.43		
Steve Ciardiello				$ 8,397.72		
Ian Blackman				$ 8,397.72		
Adam Drapczuk				$ 8,397.72		
Steve Glassman				$ 8,397.72		
Total						

Share numbers give effect to the Reverse Split.

EXHIBIT B

FORM OF WARRANT

[Attached separately.]

EXHIBIT C

PLAN OF DISTRIBUTION

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors in interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales and settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended (the “Securities Act”), amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act. Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Securities Exchange Act of 1934, as amended, may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part to become effective and to remain continuously effective until the date on which the shares covered by this prospectus no longer constitute "Registrable Securities" as such term is defined in the securities purchase agreement pursuant to which the shares were issued.

Exhibit D

Selling Stockholder Questionnaire

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate. Capitalized terms used but not defined herein have the meanings given to them in the Securities Purchase Agreement, dated as of November [●], 2026, by and among NexGel, Inc. (the "Company") and the investors party thereto.

QUESTIONNAIRE

1. Name.

(a) Full Legal Name of Investor:

(b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

(c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Investor:

Telephone:

E-Mail:

Contact Person:

3. Broker-Dealer Status:

(a) Are you a broker-dealer?

Yes ☐ No ☐

(b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If "no" to Section 3(b), the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

(c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

(d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If "no" to Section 3(d), the SEC's staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Investor.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Securities Purchase Agreement.

(a) Type and Amount of other securities beneficially owned by the Investor:

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% or more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____

Investor: _____
By: _____
Name:
Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED QUESTIONNAIRE TO: ADAM SNUKAL, MICHAEL ROSENBERG AND N. DANNY SHULMAN OF HONIGMAN LLP AT ASNUKAL@HONIGMAN.COM, MROSENBERG@HONIGMAN.COM AND NSHULMAN@HONIGMAN.COM.

Exhibit E

FORM OF REPLACEMENT NOTE

[Attached separately.]

Exhibit 99.1

NEXGEL Announces Noteholder Participation in Strategic Recapitalization and Approximately $1.2 Million in New Capital Funding

Approximately 95% of Outstanding Convertible Note Principal Committed to Conversion, Subject to Completion of a Strategic Merger

Sequence LifeScience™ Provides $732,000, Representing 61% of Approximately $1.2 Million Funded to Date, in Support of a Strategic Merger

LANGHORNE, Pa., November 11, 2026 – NEXGEL, Inc. ("NEXGEL" or the "Company") (NASDAQ: NXGL), a company with a patient-centric medical technology sales and marketing team working closely with clinicians to provide solutions that drive better outcomes, streamline care and elevate the patient experience, today announced significant progress in its strategic recapitalization, with noteholders representing approximately 95% of the Company's outstanding convertible note principal having executed agreements to convert their notes into common stock, subject to completion of a strategic merger and other conditions.

Holders representing approximately $14.125 million of the Company's $14.885 million of outstanding convertible note principal have executed conversion agreements. Participating noteholders have also agreed to receive accrued interest through September 30, 2026 in common stock rather than cash upon conversion, further preserving liquidity for the Company. Interest accruing from October 1, 2026 is suspended and will not be payable if the conversion occurs. Upon completion of a strategic merger and satisfaction of the applicable conversion conditions, the conversion is expected to substantially reduce the Company's outstanding debt, preserve liquidity and strengthen its balance sheet.

The Company has received total commitments of approximately $1.276 million, with $1.2 million of that amount funded to date, with total commitments of approximately $1.276 million, from existing NEXGEL noteholders participating in the recapitalization and NEXGEL's strategic partner, Sequence LifeScience™. Sequence, which previously led the Company's convertible note financing, funded approximately $732,000, representing 61% of the $1.2 million funded to date. Sequence is wholly owned by Brian Kieser, NEXGEL's Interim Chief Executive Officer and a director. The financing consists of purchases of NEXGEL common stock at a fixed purchase price of $5.50 per share, together with 100% warrant coverage at an exercise price of $10.00 per share.

The initial financing is intended to provide the Company with liquidity to support transaction costs and the immediate operational and strategic work necessary to pursue a strategic merger. The additional investment also represents continued financial participation from stakeholders already supporting the Company's strategic direction. Collectively, the recapitalization, financing commitments and operational initiatives are intended to improve the Company's capital structure, liquidity profile and operating efficiency.

"Achieving approximately 95% participation from our noteholders represents a significant milestone in NEXGEL's recapitalization and reflects strong support for the path we are pursuing," said Kevin Harris, Chair of the Special Committee for Strategic Review and Value Creation of the NEXGEL Board of Directors. "The conversion of approximately $14.1 million of existing debt would substantially reduce the debt burden on NEXGEL's balance sheet. Combined with the new capital received and additional commitments, we believe we are establishing a significantly stronger financial foundation from which to pursue our contemplated strategic merger."

Brian Kieser, Interim Chief Executive Officer of NEXGEL, added, "Our progress extends beyond the balance sheet. Since beginning the strategic review and leadership transition, we have implemented approximately $2.25 million of annualized cost savings and are pursuing up to an additional $1.75 million of savings and reductions in losses from underperforming operations. Together, these actions are creating a leaner operating structure and positioning NEXGEL to execute on its next phase of growth."

The Company anticipates that additional growth capital may be raised in connection with the closing of the contemplated strategic merger. Such additional capital would be intended to provide liquidity to support the combined company's operations, integration and growth initiatives following the merger.

The Company is currently considering a strategic merger with Fountainhead LifeSciences and its affiliates, including Sequence and NVISION Biomedical Technologies, Inc., which would be a related party transaction. If the merger is not completed by March 31, 2027 (subject to extension), the noteholder conversions referenced above will not occur and the notes will remain outstanding, and shares purchased in the new capital financing will be exchanged for convertible notes.

The Company's ability to close the contemplated strategic merger, or any strategic merger at all, remains subject to the negotiation and execution of definitive agreements, applicable corporate and regulatory approvals and other customary closing conditions. There can be no assurance that any strategic merger will be consummated on the currently contemplated terms or at all.

This press release does not constitute an offer to sell or the solicitation of an offer to buy the securities, nor shall there be any sale of the securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of such jurisdiction.

These securities are being sold in a private placement and have not been registered under the Securities Act of 1933, as amended, or any state securities laws and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission or an applicable exemption from such registration requirements.

Additional information regarding these transactions, including the terms of the related agreements, is included in the Company's Current Report on Form 8-K will be filed with the Securities and Exchange Commission October 12, 2026.

About NEXGEL, Inc.

NEXGEL, through its Bionx Surgical division, is a patient centric medical technology sales and marketing team working closely with clinicians to provide solutions that drive better outcomes, streamline care, and elevate the patient experience. Bionx has a strong offering of products including Biovance (human amniotic membrane allograft), Biovance 3L (tri-layer human amniotic membrane allograft), Interfyl (human connective tissue matrix), SilverSeal (antimicrobial hydrogel wound dressing), and an expansive ophthalmic portfolio of placental derived ocular allografts (LUCENT, single layer, RADIANT, dual layer, and VIVID, triple layer). Additionally, NEXGEL is a provider of healthcare, beauty, and over-the-counter (OTC) products including ultra-gentle, high-water-content hydrogel products for healthcare and consumer applications. Based in Langhorne, Pa., the Company has developed and manufactured electron-beam, cross-linked hydrogels for over two decades. In addition to the above, NEXGEL brands include Hexagels®, Turfguard®, Kenkoderm® and Silly George®. NEXGEL also has strategic contract manufacturing relationships with leading consumer healthcare companies.

Forward-Looking Statement

This press release contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act") (which Sections were adopted as part of the Private Securities Litigation Reform Act of 1995). Statements preceded by, followed by or that otherwise include the words "believe," "anticipate," "estimate," "expect," "intend," "plan," "project," "prospects," "outlook," and similar words or expressions, or future or conditional verbs, such as "will," "should," "would," "may," and "could," are generally forward-looking in nature and not historical facts, including, without limitation, statements regarding the anticipated conversion of the Company's outstanding convertible notes, the completed and anticipated additional funding under the new capital financing, the anticipated effect of the recapitalization on the Company's balance sheet and liquidity, the Company's pursuit of the contemplated strategic merger, the potential consummation and timing of such merger, and the Company's ability to raise additional growth capital in connection with any such merger. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the Company's actual results, performance, or achievements to be materially different from any anticipated results, performance, or achievements for many reasons. The Company disclaims any intention to, and undertakes no obligation to, revise any forward-looking statements, whether as a result of new information, a future event, or otherwise. For additional risks and uncertainties that could impact the Company's forward-looking statements, please see the Company's Annual Report on Form 10-K for the year ended December 31, 2025, including but not limited to the discussion under "Risk Factors" therein, which the Company filed with the Securities and Exchange Commission and which may be viewed at SEC.gov.

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