

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): May 27, 2020

Predictive Oncology Inc.
(Exact name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-36790
(Commission File Number)

33-1007393
(IRS Employer Identification No.)

2915 Commers Drive, Suite 900
Eagan, Minnesota
(Address of Principal Executive Offices)

55121
(Zip Code)

Registrant's telephone number, including area code: **(651) 389-4800**

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 (see General Instruction A.2. below):

- 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))

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.

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, \$0.01 par value	POAI	Nasdaq Capital Market

Item 1.01 Entry into a Material Definitive Agreement.

On May 27, 2020, Predictive Oncology Inc., a Delaware corporation (the “Company”), entered into an Asset Purchase Agreement (the “Agreement”) with InventaBioTech, Inc. (“Seller”), Soluble Therapeutics, Inc. (“Soluble”), and BioDtech, Inc. (“BioDtech”) (collectively, with Soluble, the “Subsidiaries,” and, collectively with Soluble and Seller, the “Selling Parties”), and simultaneously completed the acquisition of substantially of the assets owned by and used or useful in the business of the Subsidiaries (the “Purchased Assets”) upon the terms and conditions contained therein (the “Transaction”). In exchange, the Company provided consideration in the form of: (i) issuing 125,000 shares of its common stock, par value \$0.01, to Seller and Seller’s designees (the “Transaction Shares”); (ii) releasing all obligations owed under that certain Security Agreement, dated as of September 15, 2017, by and between the Company, f/k/a Skyline Medical Inc. (“Skyline”) and Seller, f/k/a CytoBioscience, Inc. (“CBI”) (the “Security Agreement”) and deeming satisfied of all amounts that remain due and owing and other obligations under that certain Promissory Note, dated as of January 24, 2018, by and between the Company, f/k/a Skyline, and Seller, f/k/a CBI (the “Promissory Note”); and (iii) releasing and waiving all claims, obligations, rights, suits, damages, remedies, and liabilities that Buyer, or Buyer’s Affiliates, may have against the Selling Parties or agents, representatives, or employees thereof, based in whole or in part upon any act, omission, transaction, agreement, event, or other occurrence taking place on or before May 15, 2020.

Prior to the completion of the Transaction, approximately \$1.29 million remained due and owing by Seller under the Promissory Note, which, pursuant to the Security Agreement, was secured by certain intellectual property and equipment useful in contract research organization (“CRO”). The Transaction will provide the Company with the ability to fully utilize the intellectual property and equipment securing the Promissory Note, as well as additional intellectual property and equipment owned by BioDtech, all of which has expansive CRO applications. The Company plans to use the Purchased Assets to develop vaccines or treatments useful in preventing or remedying various illnesses.

Upon issuance, one hundred percent (100%) of the Transaction Shares were deposited and held in escrow, with 25,000 Transaction Shares to be released to Seller and Seller’s designees upon the six month anniversary of the Agreement, 25,000 Transaction Shares to be released upon the nine month anniversary of the Agreement, and the remaining Transaction Shares to be released on the one year anniversary of the Agreement. Transaction Shares may be released and returned to Buyer for reimbursement in the event that Buyer must defend against claims arising out the Agreement or otherwise made by third-parties critical to the operation of the Purchased Assets. Buyer is also entitled to reclaim 10,000 Transaction Shares if, within six (6) months of the date of the Agreement, Buyer is unable to successfully obtain ownership of all of Soluble’s right, title, and interest under a certain license agreement dated as of July 1, 2010, by and between Soluble and the UAB Research Foundation.

The Agreement is attached to this report as Exhibit 10.1 and incorporated herein by reference. The forgoing description of the Agreement and the Transaction contemplated and effected thereby is not complete and is qualified in its entirety by the contents of the actual Agreement.

A press release announcing the transaction is attached hereto as Exhibit 99.1.

Item 3.02 Unregistered Sales of Equity Securities.

The disclosure in Item 1.01 is incorporated herein by reference thereto. The shares issued to Seller and Seller’s designees were not registered under the Securities Act of 1933, as amended (the “Securities Act”) at the time of sale, and therefore may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. For these issuances, the Company relied on the exemption from federal registration under Section 4(a)(2) of the Securities Act and/or Rule 506 promulgated thereunder, based on the Company’s belief that the offer and sale of such securities has not and will not involve a public offering.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

**Exhibit
Number Description**

2.1 [Asset Purchase Agreement, dated May 27, 2020, by and among InventaBioTech, Inc., Soluble Therapeutics, Inc., BioDtech, Inc., and Predictive Oncology Inc.](#)

99.1 [Press Release dated June 2, 2020](#)

(Signature page follows)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

PREDICTIVE ONCOLOGY INC.

By: /s/ Bob Myers

Name: Bob Myers

Title: Chief Financial Officer

Date: June 2, 2020

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT (“**Agreement**”), dated as of May 27, 2020, is entered into by and among InventaBioTech, Inc., a Colorado corporation (“**Seller**”), Soluble Therapeutics, Inc., a Delaware corporation (“**Soluble**”), BioDtech, Inc., a Delaware corporation (“**BioDtech**”) (collectively, Soluble, and BioDtech are the “**Subsidiaries**,” with Seller, the “**Selling Parties**”), and Predictive Oncology Inc., a Delaware corporation (“**Buyer**”).

RECITALS

WHEREAS, the Subsidiaries are each engaged in the business of contract research organization (the “**Business**”);

WHEREAS, Seller owns 100% of the outstanding equity interests of the Subsidiaries;

WHEREAS, the Selling Parties desire to sell to Buyer, and Buyer desires to purchase from the Selling Parties, on a going concern basis, substantially all of the assets, business, and operations of the Subsidiaries on the terms and conditions set forth in this Agreement;

WHEREAS, the Selling Parties will substantially benefit from the consummation of the transactions contemplated by this Agreement and are willing to abide by the non-competition and non-solicitation covenants contained herein, which are a material inducement for Buyer to enter into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Selling Parties and Buyer agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 **Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing (as defined below), the Selling Parties shall sell, convey, assign, transfer and deliver to Buyer, and Buyer shall purchase from the Selling Parties, all of the right, title and interest in, to and under all of the tangible and intangible assets, properties and rights of every kind and nature and wherever located (other than the Excluded Assets) owned by the Selling Parties, which relate to, or are used or held for use in connection with, the Business of the Subsidiaries (collectively, the “**Purchased Assets**”), including, without limitation, the following:

- (a) all accounts receivable (“**Accounts Receivable**”);
- (b) all inventory, finished goods, raw materials, work in progress, packaging, supplies, parts and other inventories (“**Inventory**”);
- (c) all Contracts to which either of the Subsidiaries is a party or otherwise relates to or is necessary for the Business of the Subsidiaries (the “**Assigned Contracts**”). For purposes of this Agreement: “**Contracts**” means all contracts, leases, licenses, instruments, notes, commitments, undertakings, indentures, joint ventures and all other agreements, commitments and legally binding arrangements, whether written or oral;

(d) to the extent transferable, all Permits (as defined below), authorizations and licenses required to conduct the Business;

(e) any and all (i) trademarks, service marks, trade names, and similar indicia of source of origin, all registrations and applications for registration thereof; (ii) copyrights and all registrations and applications for registration thereof; (iii) trade secrets and know-how; (iv) patents and patent applications; (v) internet domain name registrations; and (vi) other intellectual property and related proprietary rights (collectively, the “**Intellectual Property Assets**”) arising pursuant to the Laws (as defined below) of any jurisdiction throughout the world;

(f) all furniture, fixtures, equipment, machinery, tools, vehicles, office equipment, supplies, computers, telephones and other tangible personal property (the “**Tangible Personal Property**”);

(g) all prepaid expenses, credits, advance payments, security, deposits, charges, sums and fees to the extent related to any Purchased Assets;

(h) all of their rights under warranties, indemnities and all similar rights against third parties to the extent related to any Purchased Assets;

(i) originals or, where not available, copies, of all books and records, including books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, customer lists, customer purchasing histories, price lists, distribution lists, supplier lists, production data, quality control records and procedures, customer complaints and inquiry files, research and development files, records and data (including all correspondence with any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any arbitrator, court or tribunal of competent jurisdiction (each, a “**Governmental Authority**”)), sales material and records, strategic plans and marketing and promotional surveys, material and research (collectively, “**Books and Records**”); and

(j) all goodwill associated with any of the assets described in the foregoing clauses.

1.2 **Excluded Assets.** Other than the Purchased Assets subject to 1.1, Buyer expressly understands and agrees that it is not purchasing or acquiring, and the Selling Parties are not selling or assigning, any other assets or properties of the Selling Parties, and all such other assets and properties shall be excluded from the Purchased Assets (collectively, the “**Excluded Assets**”). Excluded Assets include the following assets and properties of the Selling Parties:

(a) all assets, liabilities and other property held by or belonging to Seller or Seller’s Affiliates, other than the Subsidiaries, unrelated to the Business of the Subsidiaries;

- (b) all cash and cash equivalents, bank accounts and securities of the Subsidiaries;
- (c) all Contracts that are not Assigned Contracts;
- (d) all intellectual property other than the Intellectual Property Assets;
- (e) the organizational documents, minute books, unit ledgers, Tax (as defined below) returns, books of account or other records having to do with the organization of the Subsidiaries, all employee-related or employee benefit-related files or records, other than personnel files of employees engaged by Buyer pursuant to the Transaction Documents, and any other books and records which the Subsidiaries are prohibited from disclosing or transferring to Buyer under applicable Law and is required by applicable Law to retain;
- (f) all insurance policies of the Subsidiaries and all rights to applicable claims and proceeds thereunder;
- (g) all benefit plans and trusts or other assets attributable thereto;
- (h) all Tax assets (including duty and Tax refunds and prepayments) of the Subsidiaries;
- (i) all rights to any action, suit or claim of any nature available to or being pursued by the Selling Parties, whether arising by way of counterclaim or otherwise; and
- (j) the rights which accrue or will accrue to the Selling Parties under the Transaction Documents.

For purposes of this Agreement: (i) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such Person; and (ii) "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.3 **No Assumed Liabilities.** Buyer and its Affiliates shall not assume and shall not be responsible to pay, perform or discharge any Liabilities of Seller, including, without limitation, any Liabilities ("**Seller's UAB Liabilities**") arising prior to the Closing Date under that certain License Agreement dated July 1, 2010 by and between Soluble and the UAB Research Foundation ("**UABRF**"), (the "**UAB License**"). For purposes of this Agreement, "**Liabilities**" means liabilities, obligations or commitments of any nature whatsoever, whether asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise.

1.4 **Consideration.** The full consideration for the Buyer purchase of the Purchased Assets (the "**Purchase Price**") shall be calculated and paid by Buyer to Seller, or Seller's designees, at Closing in each instance, as follows:

(a) Transaction Shares. Buyer shall issue 125,000 shares (collectively, the “**Transaction Shares**”) of its common stock, par value \$0.01 (“**Buyer’s Common Stock**”) to Seller or Seller’s designees. Notwithstanding anything herein to the contrary, in no event shall the number of Transaction Shares exceed 19.9% of the number of shares of Buyer’s Common Stock issued and outstanding on the date hereof. The Transaction Shares are subject to the restrictions on transfer set forth in Sections 1.6 and 1.7. The allocation of the Transaction Shares among Seller and Seller’s designees shall be as follows:

- (i) Seller shall be allocated 8,056 Transaction Shares;
- (ii) Paul Castella shall be allocated 45,801 Transaction Shares; and
- (iii) Ian Clements shall be allocated 71,143 Transaction Shares.

(b) Release of Security Interest and Satisfaction of Note. In exchange for the specific equipment collateral identified in the Security Agreement (defined below), Buyer shall deem as satisfied: (i) all amounts that remain due and owing and other obligations under that certain Promissory Note dated as of January 24, 2018 by and between Buyer, formerly known as Skyline Medical Inc. (“**Skyline**”), and Seller, formerly known as CytoBioscience, Inc. (“**CBI**”) (the “**Promissory Note**”) and (ii) all obligations under that certain Security Agreement dated as of September 15, 2017, by and between Buyer, formerly known as Skyline, and Seller, formerly known as CBI, as amended by that certain Amendment to Security Agreement dated as of January 24, 2018 by and between Buyer, formerly known as Skyline, and Seller, formerly known as CBI (the “**Security Agreement**”). Buyer shall take all reasonably required actions to effectuate the satisfaction of Seller’s amounts due and owing and obligations under the Promissory Note and Security Agreement.

(c) Claim Waiver. Buyer, and Buyer’s Affiliates, shall release and waive all claims, obligations, rights, suits, damages, remedies, and liabilities that Buyer, and Buyer’s Affiliates, may have against the Selling Parties or agents, representatives, or employees thereof, based in whole or in part upon any act, omission, transaction, agreement, event, or other occurrence taking place on or before the Closing including, but not limited to, those relating to the Promissory Note or Security Agreement (the “**Claims**”). The release and waiver of this Section 1.4(c) shall not include any claims, obligations, rights, suits, damages, remedies, and liabilities that Buyer or Buyer’s Affiliates may have against any of Seller’s Affiliates other than the Subsidiaries.

1.5 **Transaction Shares**. Seller acknowledges and agrees that the Transaction Shares will not be registered under the Securities Act of 1933, as amended (the “**Securities Act**”), or qualified under the securities laws of any state (“**Blue Sky Laws**”) on the grounds that the offering and sale of the Transaction Shares contemplated by this Agreement are exempt from registration under the Securities Act and the Blue Sky Laws. Seller acknowledges and agree that, subject to registration under the Securities Act and Blue Sky Laws or an exemption to such registration, the Transaction Shares are not transferable. Any certificate representing the Transaction Shares shall contain the following legends:

(a) Federal Legend: "THE SECURITIES REPRESENTED BY THIS INSTRUMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT") AND ARE "RESTRICTED SECURITIES" AS DEFINED IN RULE 144 PROMULGATED UNDER THE ACT. THE SECURITIES MAY NOT BE SOLD OR OFFERED FOR SALE OR OTHERWISE DISTRIBUTED EXCEPT (i) IN CONJUNCTION WITH AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE ACT OR (ii) IN COMPLIANCE WITH RULE 144, OR (iii) PURSUANT TO AN OPINION OF COUNSEL, REASONABLY SATISFACTORY TO THE CORPORATION, THAT SUCH REGISTRATION OR COMPLIANCE IS NOT REQUIRED AS TO SAID SALE, OFFER OR DISTRIBUTION."

(b) Other Legends: Any other legends required by the Blue Sky Laws.

1.6 **Other Transfer Restrictions.** Notwithstanding anything herein to the contrary, Seller and Seller's designees, as applicable, acknowledges and agrees, subject to the terms of the Escrow Agreement (as defined below):

(a) no Transaction Shares may be sold or otherwise transferred within six (6) months of the Closing Date;

(b) twenty percent (20%) of the Transaction Shares may be sold or otherwise transferred in accordance with applicable Law after the six (6) month anniversary of the Closing Date;

(c) once the restriction in subsection (a) lapses, no party holding any of the Transaction Shares may sell more than twenty percent (20%) of the Transaction Shares in any three (3) month period; and

(d) all restrictions under this Section 1.7 shall expire upon the eighteen (18) month anniversary of the Closing.

1.7 **Non-Assignable Assets.**

(a) Notwithstanding anything to the contrary in this Agreement, this Agreement shall not constitute a sale, assignment or transfer of any Purchased Asset if such sale, assignment or transfer: (i) violates applicable Law; or (ii) requires the consent or waiver of a Person who is not a party to this Agreement or an Affiliate of a party to this Agreement and such consent or waiver has not been obtained prior to the Closing.

(b) Following the Closing, the Selling Parties and Buyer shall use commercially reasonable efforts, and shall cooperate with each other, to obtain any such required consent or waiver, or any release, substitution or amendment required to novate all assumed Liabilities, if any, or to obtain in writing the unconditional release of all parties to such arrangements, so that, in any case, Buyer shall be solely responsible for such Liabilities from and after the Closing Date; *provided, however*, that no Selling Party nor Buyer shall be required to pay any consideration therefor. Once such consent, waiver, release, substitution or amendment is obtained, the Selling Parties shall sell, assign and transfer to Buyer the relevant Purchased Asset to which such consent, waiver, release, substitution or amendment relates for no additional consideration. Applicable sales, transfer and other similar Taxes in connection with such sale, assignment or transfer shall be paid by Buyer in accordance with 5.2.

(c) To the extent that any Purchased Asset cannot be transferred to Buyer pursuant to this Section 1.7, the Selling Parties and Buyer shall use commercially reasonable efforts to enter into such arrangements (such as subleasing, sublicensing, or subcontracting) to provide to the parties the economic and, to the extent permitted under applicable Law, operational equivalent of the transfer of such Purchased Asset to Buyer as of the Closing. To the extent permitted under applicable Law, the Selling Parties shall, at Buyer's expense, hold in trust for and pay to Buyer promptly upon receipt thereof, all income, proceeds and other monies received by any Selling Party from and after the Closing Date, to the extent related to such Purchased Asset in connection with the arrangements under this Section 1.7. The Selling Parties shall be permitted to set off against such amounts all direct costs associated with the retention and maintenance of such Purchased Assets.

ARTICLE 2 CLOSING

2.1 **Closing.** Subject to the terms and conditions of this Agreement, the consummation of the transactions contemplated by this Agreement (the "**Closing**") shall take place via an electronic exchange of documents, simultaneously with the execution of this Agreement, or at such other time or place or in such other manner as the Selling Parties and Buyer may mutually agree upon in writing. The date on which the Closing is to occur is herein referred to as the "**Closing Date**."

2.2 **Closing Deliverables.**

(a) At the Closing, each of the Selling Parties shall deliver to Buyer the following:

(i) a bill of sale, assignment and assumption agreement in the form of Exhibit A attached hereto (the "**Bill of Sale**") and duly executed, transferring the Tangible Personal Property included in the Purchased Assets to Buyer and effecting the assignment to and assumption by Buyer of the other Purchased Assets;

(ii) the Escrow Agreement duly executed by the Selling Parties;

(iii) a certificate of the Secretary (or equivalent officer) certifying as to (A) the resolutions of the board of directors (or equivalent) which authorize the execution, delivery and performance of this Agreement, the Bill of Sale, the UAB License Assignment, the Amended and Restated License, and the other agreements, instruments and documents required to be delivered in connection with this Agreement or at the Closing (collectively, the "**Transaction Documents**") and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers authorized to sign this Agreement and the other Transaction Documents; and

(iv) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

(b) At the Closing, Buyer shall deliver to the Selling Parties the following:

(i) certificate(s) representing the Transaction Shares or, if Buyer so elects, evidence reasonably satisfactory to Seller that such Transaction Shares have been registered in book-entry form on the share register of the Company, provided that one-hundred percent (100%) of the Transaction Shares shall be held by the Escrow Agent pursuant to the Escrow Agreement to satisfy any claims made by a Buyer Indemnitee (as defined below) under Article VI hereof;

(ii) evidence reasonably satisfactory to Seller that the Transaction Shares have been approved for listing on the Nasdaq Capital Market ("**Nasdaq**");

(iii) the Bill of Sale duly executed by Buyer;

(iv) the Escrow Agreement duly executed by Buyer and the Escrow Agent;

(v) a Release and Waiver Agreement, in the form of the attached Exhibit B, evidencing Buyer's forgiveness of all amounts due and owing under the Promissory Note, release and waiver of the Security Agreement, and release and waiver of all Claims against the Selling Parties arising before the Closing Date.

(vi) a certificate of the Secretary (or equivalent officer) of Buyer certifying as to (A) the resolutions of the board of directors of Buyer, which authorize the execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby and (B) the names and signatures of the officers of Buyer authorized to sign this Agreement and the other Transaction Documents; and

(vii) such other customary instruments of transfer or assumption, filings or documents, in form and substance reasonably satisfactory to Buyer, as may be required to give effect to the transactions contemplated by this Agreement.

For purposes of this Agreement: "**Escrow Agent**" means the entity designated to serve as escrow agent under the Escrow Agreement; and "**Escrow Agreement**" means the Escrow Agreement by and among Seller, Buyer and the Escrow Agent, to be executed and delivered at the Closing in the form attached hereto as Exhibit C.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES OF THE SELLING PARTIES

The Selling Parties represent and warrant to Buyer that the statements contained in this Article 3 are true and correct as of the date hereof.

3.1 **Organization and Authority of Selling Parties.** Each Selling Party is duly organized, validly existing and in good standing under applicable Laws and has full power and authority to own, operate or lease the assets now owned, operated, or leased by it and to carry on the Business as currently conducted.

3.2 **Ownership of Soluble.** Seller is the record owner of and has good and valid title to its shares in Soluble (the “**Soluble Shares**”), all of which constitute 100% of the total issued and outstanding shares in Soluble. The Soluble Shares were issued in compliance with applicable Laws, and were not issued in violation of the organizational documents of Soluble or any other agreement, arrangement, or commitment to which the Soluble or Seller is a party and are not subject to or in violation of any preemptive or similar rights of any Person. No Person other than Seller and/or Soluble has any right to the assets or rights of Soluble.

3.3 **Ownership of BioDtech.** Seller is the record owner of and has good and valid title to its shares in BioDtech (the “**BioDtech Shares**”), all of which constitute 100% of the total issued and outstanding shares in BioDtech. The BioDtech Shares were issued in compliance with applicable Laws, and were not issued in violation of the organizational documents of the BioDtech or any other agreement, arrangement, or commitment to which BioDtech or Seller is a party and are not subject to or in violation of any preemptive or similar rights of any Person. No Person other than Seller and/or BioDtech has any right to the assets or rights of BioDtech.

3.4 **No Conflicts or Consents.** The execution, delivery and performance by each Selling Party of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of formation or bylaws of any of the Selling Parties; (b) violate or breach any provision of any Law or Governmental Order applicable to any Selling Party, the Business or the Purchased Assets; (c) require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any Assigned Contract, other than the UAB License; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to any Selling Party in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a Material Adverse Effect and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a Material Adverse Effect. For purposes of this Agreement: (i) “**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law or other requirement or rule of law of any Governmental Authority; (ii) “**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority; (iii) “**Person**” means an individual, corporation, partnership, joint venture, limited liability company, Governmental Authority, unincorporated organization, trust, association or other entity; and (iv) “**Material Adverse Effect**” means any event, occurrence, fact, condition or change that is materially adverse to the Business, results of operations, financial condition, or assets, of the Subsidiaries, taken as a whole.

3.5 **Validity.** This Agreement and the Transaction Documents constitute legal, valid and binding obligations of the Selling Parties, enforceable against the Selling Parties and their Affiliates in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors' rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

3.6 **Financial Statements.** Prior to Closing, to the extent available, copies of the Subsidiaries' unaudited financial statements consisting of the balance sheets as at December 31 in the year 2019 have been delivered to Buyer (the "**Financial Statements**"). The Financial Statements fairly present in all material respects the financial condition of the Subsidiaries as of the respective dates they were prepared and the results of the operations of the Business of the Subsidiaries for the periods indicated.

3.7 **Conduct of the Business.** During the six (6) months prior to the Closing Date, the Selling Parties have not engaged in any practice, taken any action or entered into any transaction with respect to any of the Purchased Assets outside the ordinary course of business. Without limiting the foregoing, the Subsidiaries have not done, and Seller, or Seller's Affiliates, has not done or otherwise facilitated on the Subsidiaries' behalf, any of the following during such time:

(a) sold, leased (as lessor), transferred or otherwise dispose of any material assets of outside of the ordinary course of business, or encumbered, pledged, mortgaged or permitted any Encumbrance (as defined below) to be imposed on any of such assets;

(b) entered into any material contract, agreement, lease, or license outside of the ordinary course of business;

(c) acquired (including, without limitation, by merger, consolidation or acquisition of stock or assets) any corporation, partnership or other business organization or division or any material amount of assets; incurred any indebtedness for borrowed money or issue any debt securities or assumed, guaranteed or endorsed, or otherwise as an accommodation become responsible for, the obligations of any Person, or made any loans or advances, except borrowing in the ordinary course of business pursuant to any existing credit agreements; or entered into or amended a contract, agreement, commitment or arrangement with respect to any matter set forth in this paragraph (c);

(d) hired any employees other than in the ordinary course of business, increased the compensation payable or to become payable to, or granted any severance or termination pay to, its officers, directors or consultants, if any, or entered into any employment, consulting or severance agreement with, any director, officer or other employee or consultant of the Subsidiaries, or established, adopted, entered into or amended any collective bargaining, bonus, profit sharing, thrift, compensation, stock option, restricted stock, pension, retirement, deferred compensation, employment, termination, severance or other plan, agreement, trust, fund, policy or arrangement (including any employee benefit plan) for the benefit of any director, officer, employee or consultant;

(e) declared and/or paid any dividend;

(f) otherwise engaged in any practice, taken any action or entered into any transaction with respect to the Business of the Subsidiaries which could, to any Selling Party's knowledge, have a Material Adverse Effect; or

(g) entered into any agreement to do any of the foregoing.

3.8 **Assigned Contracts.** No Selling Party is in breach of or default under any Assigned Contract.

3.9 **Undisclosed Liabilities.** The Subsidiaries have no Liabilities, obligations or commitments of any nature whatsoever, asserted or unasserted, known or unknown, absolute or contingent, accrued or unaccrued, matured or unmatured or otherwise, except: (a) those which are adequately reflected or reserved against in the Balance Sheets as of the Balance Sheet Date, and (b) those which have been incurred in the ordinary course of business consistent with past practice since the Balance Sheet Date and which are not, individually or in the aggregate, material in amount.

3.10 **Title to Tangible Personal Property.** The Selling Parties have good and valid title to all Tangible Personal Property included in the Purchased Assets, free and clear of any lien, charge, claim, pledge, security interest or other similar encumbrance (each, an "**Encumbrance**"), except for: (a) liens for Taxes not yet due and payable or being contested in good faith by appropriate procedures; (b) mechanics', carriers', workmen's, repairmen's or other like liens arising or incurred in the ordinary course of business; (c) liens arising under original purchase price conditional sales contracts and equipment leases with third parties entered into in the ordinary course of business; (d) liens in favor of Buyer; and (e) other imperfections of title or Encumbrances, if any, that would not have a Material Adverse Effect.

3.11 **Intellectual Property.**

(a) The Selling Parties have provided to Buyer, as of the Closing Date, belonging to each of the Subsidiaries, or otherwise used, useful, or necessary for the Business of the Subsidiaries: (i) all Intellectual Property Assets that are subject to any issuance, registration, application or other filing by, to or with any Governmental Authority or authorized private registrar in any jurisdiction, including registered trademarks, domain names, and copyrights, issued and reissued patents and pending applications for any of the foregoing ("**Intellectual Property Registrations**") and (ii) all licenses, sublicenses and other agreements by or through which other Persons grant the Subsidiaries or the Subsidiaries grant any other Persons any exclusive or non-exclusive rights or interests in or to any Intellectual Property that is used in the Business ("**Intellectual Property Agreements**") (excluding shrink-wrap, click-wrap, or other similar agreements for commercially available off-the-shelf software. Except as would not have a Material Adverse Effect, the Subsidiaries own or have the right to use all Intellectual Property Assets and the Intellectual Property licensed to the Subsidiaries under the Intellectual Property Agreements.

(b) Except as would not have a Material Adverse Effect, (i) the conduct of the Business by the Subsidiaries as currently conducted does not infringe, misappropriate, dilute or otherwise violate the Intellectual Property of any Person; and (ii) no Person is infringing, misappropriating or otherwise violating any Intellectual Property Assets.

3.12 **Sufficiency of Assets.** The Purchased Assets are sufficient for the continued conduct of the Business of the Subsidiaries after the Closing in substantially the same manner as conducted prior to the Closing and constitute all of the rights, property and assets necessary to conduct such Business as currently conducted.

3.13 **Legal Proceedings; Governmental Orders.**

(a) There are no claims, actions, suits, investigations or other legal proceedings (collectively, “**Actions**”) pending or, to any Selling Party’s knowledge, threatened against or by any Selling Party relating to or affecting the Business, the Purchased Assets or the Assumed Liabilities, which, if determined adversely to such Selling Party, would result in a Material Adverse Effect.

(b) There are no outstanding Governmental Orders against, relating to or affecting the Business or the Purchased Assets, which would have a Material Adverse Effect.

3.14 **Compliance with Laws; Permits.**

(a) The Selling Parties have complied with all applicable Laws which affect the Business and the Purchased Assets and to which the Selling Parties or such Purchased Assets are subject. No claims have been filed and, to any Selling Party’s knowledge, no claims have been threatened, in each case against the Selling Parties alleging a violation of any such Laws.

(b) The Selling Parties have conducted the Business in compliance with the material terms and conditions of the Permits (defined herein), all of which are in full force and effect. For the purposes of this Agreement, “**Permits**” means all licenses, permits and certificates, from Governmental Authorities necessary to conduct the Business and own or operate the Purchased Assets .

3.15 **Taxes.**

(a) Except as would not have a Material Adverse Effect, the Selling Parties and each of their Affiliates have filed (taking into account any valid extensions) all material Tax Returns with respect to the Business required to be filed by the Selling Parties or any such Affiliate for any tax periods prior to Closing and have paid all Taxes shown thereon as owing. The Selling Parties are not currently the beneficiary of any extension of time within which to file any material Tax Return other than extensions of time to file Tax Returns obtained in the ordinary course of business.

(b) The term “**Taxes**” means all federal, state, local, foreign and other income, gross receipts, sales, use, production, ad valorem, transfer, documentary, franchise, registration, profits, license, withholding, payroll, employment, unemployment, excise, severance, stamp, occupation, premium, property (real or personal), customs, duties or other taxes, fees, assessments or charges of any kind whatsoever, together with any interest, additions or penalties with respect thereto.

3.16 **Investment Representation.** Seller (or Seller’s designees(s)) is (are) acquiring the Transaction Shares for its (their) own account with the present intention of holding such securities for investment purposes and not with a view to, or for sale in connection with, any distribution of such securities in violation of any federal or state securities Laws. Each such Person is an “accredited investor” as defined in Regulation D promulgated by the Securities and Exchange Commission under the Securities Act, and acknowledges that it is informed as to the risks of the transactions contemplated hereby and of ownership of the Transaction Shares.

3.17 No broker, finder or investment banker is entitled to any brokerage, finder’s or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of any Selling Party.

3.18 **Disclosure.** No Transaction Document, nor any document delivered by or on behalf of Seller in connection with the transactions contemplated by this Agreement, contains any untrue or incomplete statement of a material fact regarding any Selling Party, the Purchased Assets, the Business or the transactions contemplated by this Agreement, nor fails to state any material fact necessary to make the statements contained herein or therein not misleading.

3.19 **UAB License Agreement.** The Selling Parties are aware that Buyer is in discussions with the UABRF or affiliated entities and is negotiating an amended and restated license agreement in a form acceptable to Buyer, duly executed by UABRF, amending and restating the UAB License and containing terms acceptable to Buyer, including, but not limited to, the consent to assignment of the UAB License to Buyer, the provision (or lack thereof) of any royalty owed to UABRF and the lack of any promise or transfer of any equity interest in the Buyer to UABRF or its affiliates (the “**Amended and Restated UAB License**”). The Selling Parties are not aware of any attempts by UABRF or its affiliates to terminate the UAB License Agreement and are not aware of any statements by UABRF or its affiliates that UABRF will not be willing to enter into the Amended and Restated UAB License.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to the Selling Parties that the statements contained in this Article 4 are true and correct as of the date hereof.

4.1 **Organization and Authority of Buyer.** Buyer is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware. Buyer has all necessary corporate power and authority to enter into this Agreement and the other Transaction Documents to which Buyer is a party, to carry out its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery by Buyer of this Agreement and any other Transaction Document to which Buyer is a party, the performance by Buyer of its obligations hereunder and thereunder and the consummation by Buyer of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the Transaction Documents constitute legal, valid and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting creditors’ rights generally and by general principles of equity (regardless of whether enforcement is sought in a proceeding at law or in equity).

4.2 **No Conflicts; Consents.** The execution, delivery and performance by Buyer of this Agreement and the other Transaction Documents to which it is a party, and the consummation of the transactions contemplated hereby and thereby, do not and will not: (a) violate or breach any provision of the certificate of incorporation or by-laws of Buyer; (b) violate or breach any provision of any Law or Governmental Order applicable to Buyer; (c) except for Nasdaq in connection with listing the Transaction Shares, require the consent, notice or other action by any Person under, conflict with, violate or breach, constitute a default under or result in the acceleration of any agreement to which Buyer is a party; or (d) require any consent, permit, Governmental Order, filing or notice from, with or to any Governmental Authority by or with respect to Buyer in connection with the execution and delivery of this Agreement and the other Transaction Documents and the consummation of the transactions contemplated hereby and thereby; except, in the cases of clauses (b) and (c), where the violation, breach, conflict, default, acceleration or failure to obtain consent or give notice would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby and, in the case of clause (d), where such consent, permit, Governmental Order, filing or notice which, in the aggregate, would not have a material adverse effect on Buyer's ability to consummate the transactions contemplated hereby.

4.3 **Legal Proceedings.** There are no Actions pending or, to Buyer's knowledge, threatened against or by Buyer that challenge or seek to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement.

4.4 **SEC Reports; Financial Statements.** Buyer has filed all required registration statements, reports, schedules, forms, statements and other documents required to be filed by it with the SEC (collectively, as they have been amended since the time of their filing and including all exhibits thereto, the "**SEC Reports**"). None of the SEC Reports, as of their respective dates (or if amended or superseded by a filing prior to the date of this Agreement or the Closing Date, then on the date of such filing), 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 made therein, in light of the circumstances under which they were made, not misleading. The audited financial statements and unaudited interim financial statements (including, in each case, the notes and schedules thereto) included in the SEC Reports complied as to form in all material respects with the published rules and regulations of the SEC with respect thereto, were prepared in accordance with GAAP applied on a consistent basis during the periods involved (except as may be indicated therein or in the notes thereto and except with respect to unaudited statements as permitted by Form 10-Q of the SEC) and fairly present (subject, in the case of the unaudited interim financial statements included therein, to normal year-end adjustments and the absence of complete footnotes) in all material respects the financial position of Buyer as of the respective dates thereof and the results of their operations and cash flows for the respective periods then ended.

4.5 **Capitalization.** Buyer has, and until issuance of the Transaction Shares, shall maintain, a number of authorized but unissued shares of Buyer's Common Stock sufficient to issue the Transaction Shares, and upon issuance thereof such shares shall be fully paid, validly issued and non-assessable shares of Buyer's Common Stock.

4.6 **Reporting Company.** Buyer is a publicly-held company subject to reporting obligations pursuant to Section 13 of the Securities Exchange Act of 1934, as amended, and Buyer's Common Stock is registered pursuant to Section 12(b) of such Act.

4.7 **Listing.** Buyer's Common Stock is listed on Nasdaq. Buyer has not received any oral or written notice that Buyer's Common Stock is ineligible or will become ineligible for listing on Nasdaq nor that Buyer's Common Stock does not meet all requirements for the continuation of such listing. Buyer satisfies all the requirements for the continued listing of Buyer's Common Stock on Nasdaq. Buyer is in material compliance with all applicable Nasdaq listing and corporate governance rules.

4.8 **Brokers.** No broker, finder or investment banker is entitled to any brokerage, finder's or other fee or commission in connection with the transactions contemplated by this Agreement or any other Transaction Document based upon arrangements made by or on behalf of Buyer.

ARTICLE 5 COVENANTS

5.1 **Confidentiality.** From and after the Closing, the Selling Parties shall, and shall cause their Affiliates to, hold, and shall use their reasonable best efforts to cause their respective representatives to hold, in confidence any and all information, whether written or oral, concerning the Business, except to the extent that the Selling Parties, as applicable, can show such information (i) that is generally available to and known by the public through not fault of the Selling Parties, or any of their Affiliates or their respective representatives; or (ii) is lawfully acquired by the Selling Parties, any of their Affiliates, or their respective representatives from and after the Closing from sources that are not prohibited from disclosing such information by a legal, contractual, or fiduciary obligations. If the Selling Parties or any of their Affiliates, or their respective representatives, are compelled to disclose any information by judicial or administrative process or by other requirements of Law, the Selling Parties shall promptly notify Buyer in writing and shall disclose only that portion of such information which the Selling Parties are advised by its counsel in writing is legally required to be disclosed, *provided, however,* that the Selling Parties shall use reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded to such information.

5.2 **Public Announcements.** Unless otherwise required by applicable Law, no party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby without the prior written consent of the other party(ies) (which consent shall not be unreasonably withheld or delayed), and the parties shall cooperate as to the timing and contents of any such announcement.

5.3 **No Requirement to Hire Employees; Pre-Closing Matters.**

(a) Except pursuant to an employment agreement or consulting agreement attached hereto, Buyer shall not be required to hire any employees of the Subsidiaries or to retain for a certain time any employees of the Subsidiaries; nor shall Buyer be required to assume any compensation, fringe benefit, severance, retirement or other benefit heretofore provided by the Selling Parties.

(b) Seller will terminate the employment of all of the Subsidiaries' employees immediately prior to the Closing, effective as of 11:59 p.m. prevailing Central Time on the date immediately preceding the Closing Date. The Selling Parties will further comply with all notification Laws, as the same may be applicable.

5.4 **Non-competition and Non-solicitation Restrictions.**

(a) The terms of this 5.4 shall govern certain post-Closing obligations of the Selling Parties unless Buyer has agreed otherwise in another Transaction Document with respect to a specific Selling Party. For purposes of this 5.4, "Buyer" shall be deemed to include Buyer's Affiliates.

(b) During the Restricted Period (as defined below), none of the Selling Parties, or Affiliates thereto, will, without Buyer's prior written consent (which may be withheld with or without reason), directly or indirectly, for itself, together or on behalf of any other Person or entity (except Buyer or its affiliates), engage or be interested in, directly or indirectly, the business of contract research organization (including, without limitation, the Business), as a partner, investor, shareholder, member, principal, agent, officer, director, governor, employee, technical advisor, lender, trustee, beneficiary or otherwise, anywhere within the Restricted Territory (as defined below).

(c) As used in this Agreement, the definitions set forth below shall apply:

(i) "**Restricted Period**" means the period commencing on the Closing Date and ending on the fifth anniversary of the Closing Date; *provided, however*, that if any Selling Party violates the non-solicitation or non-competition provisions contained in this 5.4, the Restricted Period shall be extended for a period of time equal to the duration of the period of such violation.

(ii) "**Restricted Territory**" means the United States.

(iii) The term "**engage or be interested, directly or indirectly**" shall include but not be limited to rendering advice or technical or financial assistance by loan, guarantees, stock transactions, or in any other manner, to any Person or entity engaging or about to engage in the Business within the Restricted Territory, but shall not by itself include the Selling Parties' ownership of three percent or less of the outstanding stock of any corporation whose shares are traded on a national securities exchange or automated quotation system.

(d) From and after the Closing Date, the Selling Parties shall not disclose any confidential information to any Person except Buyer, which confidential information relates to the Business or the Purchased Assets.

(e) The Selling Parties hereby agree that for a period of five (5) years from and after the Closing Date, without Buyer's prior written consent (which may be withheld with or without reason), the Selling Parties and Affiliates thereto shall not, directly or indirectly, acting alone or together with or on behalf of or through any other Person (other than Buyer or its Affiliates) (i) (A) hire as employee, consultant or other independent contractor, (B) enter into any other business relationship (including, without limitation, as partners, joint venturers, guarantors, business associates, investors, financiers, owners of a corporation or other business organization, entity or enterprise) with or (C) request, induce, advise or encourage a termination of employment by, any employee of the Subsidiaries on the Closing Date who, as of the Closing Date, continues as an employee of Buyer or any Person who later becomes an employee of Buyer, or (ii) induce, solicit, endeavor to entice or attempt to induce any customer, supplier or other business relation of the Business to cease doing business with, to do business with any competitor of, or in any way interfere with the relationship between any such customer, vendor or other business relation and the Business (as conducted by Buyer and/or its Affiliates after the Closing).

(f) Because the breach or anticipated breach of the restrictive covenants set forth in this 5.4 could result in immediate and irreparable harm and injury to Buyer, for which it will not have an adequate remedy at law, the Selling Parties hereby agree that Buyer shall be entitled to relief in equity to enjoin temporarily and/or permanently such breach or anticipated breach and to seek any and all other legal and equitable remedies to which Buyer may be entitled. In the event that the foregoing restrictive covenants are considered by a court of competent jurisdiction or arbitrator to be excessive in its duration or scope, it shall be considered modified and valid for such duration and for such business and area as such court or arbitrator may determine reasonable under the circumstances.

(g) Seller and Seller's Affiliates acknowledge and agree that (i) Seller will derive significant value from the transactions contemplated by this Agreement and that Buyer would not be willing to consummate such transactions absent the restrictions set forth in this 5.4, and (ii) such value, in addition to the specific portion of the Purchase Price allocated to the non-competition restriction is sufficient consideration for the restrictions set forth in this 5.4.

5.5 **Name Change and Dissolution.** Simultaneously with the Closing, Soluble shall cease using the name "Soluble Therapeutics" and BioDtech shall cease using the name "BioDtech" or any similar names and, as soon as practicable following the Closing Date (but in no event later than ten (10) days thereafter), the Selling Parties shall take all actions necessary to change Soluble's corporate name from "Soluble Therapeutics" and BioDtech's corporate name from "BioDtech" to names easily distinguishable therefrom. The Subsidiaries shall dissolve and begin winding up their business at the latest 180 days following the Closing.

5.6 **Purchased Websites.** On the Closing Date, the Selling Parties shall provide Buyer with administrative access to any websites included in the Purchased Assets (collectively, the “**Purchased Websites**”) and thereafter do nothing inconsistent with Buyer’s ownership thereof. Within five (5) days after the Closing Date, the Selling Parties will, at its sole cost, take the steps required by the current procedures promulgated by the registrars of any Purchased Website, or any other registrar that might be or become responsible for the transfer of the registrations of the Purchased Websites’ domain names. To the extent that Buyer or any Selling Parties becomes aware after the Closing Date of a domain name that redirects to any of the Purchased Websites’ domain names, the Selling Parties shall cause that domain name to be transferred to Buyer within a commercially reasonable time period.

5.7 **Transfer Taxes.** All transfer, sales, use, registration, documentary, stamp, value added and other such Taxes and fees (including any penalties and interest) incurred in connection with this Agreement and the other Transaction Documents, if any, shall be borne and paid by Buyer when due. Buyer shall, at its own expense, timely file any Tax Return or other document with respect to such Taxes or fees (and Seller shall cooperate with respect thereto as necessary).

5.8 **UAB License Agreement.** Following the Closing, the Selling Parties will cooperate in any way requested by Buyer to assist the Buyer in entering into the Amended and Restated UAB License as soon as possible.

5.9 **Further Assurances.** Following the Closing, each of the Selling Parties and Buyer shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the other Transaction Documents.

ARTICLE 6 INDEMNIFICATION

6.1 **Indemnification by the Selling Parties.** The Selling Parties shall indemnify, defend and hold harmless Buyer and its directors, officers, employees, agents, attorneys, consultants, representatives, Affiliates, successors, transferees and assigns (each, a “**Buyer Indemnitee**”) promptly upon demand, at any time and from time to time, from, against and in respect of any and all demands, claims, losses, damages, judgments, liabilities, assessments, suits, actions, proceedings, interest, penalties and expenses (including, without limitation, settlement costs and any legal, accounting and other expenses for investigating or defending any actions or threatened actions or for enforcing such rights of indemnity and defense) (collectively, “**Losses**”) incurred or suffered in connection with, arising out of or as a result of the following:

- (a) any breach (whether material or not), inaccuracy, untruth or incompleteness of a covenant, obligation, agreement, representation or warranty made by the Selling Parties in any Transaction Document or any other agreement or document contemplated by this Agreement;

- (b) any Excluded Liability, including but not limited to liabilities and obligations arising from ownership of the Purchased Assets or the operation of the Business on or prior to the Closing Date;
- (c) any liability for, or claim from, the Subsidiaries' past or current (as of the Closing Date) employees;
- (d) any claim or litigation implicating the Selling Parties as of the Closing Date; or
- (e) any and all Taxes arising out of or relating to the Purchased Assets or the operation of the Business during the period prior to the Closing Date.

6.2 **Indemnification by Buyer.** Buyer shall indemnify, defend and hold harmless the Selling Parties and their respective directors, officers, employees, agents, attorneys, consultants, representatives, Affiliates, successors, transferees and assigns (each, a "**Selling Party Indemnitee**") promptly upon demand, at any time and from time to time, against and in respect of any and all Losses incurred or suffered in connection with, arising out of or as a result of the following:

- (a) any breach of a covenant, obligation, agreement, representation or warranty made by Buyer in any Transaction Document or any other agreement or document contemplated by this Agreement; and
- (b) Buyer's ownership of the Purchased Assets and operation of the Business after the Closing Date.

6.3 **Procedure for Indemnification with Respect to Direct Claims.**

(a) The party making a claim under this Article 6 is referred to as the "**Indemnified Party**", and the party against whom such claims are asserted under this Article 6 is referred to as the "**Indemnifying Party**".

(b) Any direct claim for indemnification not involving a third party as contemplated in 6.4 below (a "**Direct Claim**") shall be made in writing to the Indemnifying Party by the Indemnified Party. Within thirty (30) days of receipt of the written notice of the Direct Claim, the Indemnifying Party shall either pay the Indemnified Party the amount of the Direct Claim or provide written objection to the payment of the Direct Claim. If the Indemnifying Party objects to such Direct Claim within the 30-day time period set forth herein, such dispute shall be resolved in accordance with 7.6. If the Indemnifying Party fails to respond to such Direct Claim prior to the expiration of such 30-day time period, the Indemnifying Party shall be deemed to have acknowledged and agreed to pay such Direct Claim promptly, and waives any objections or defenses thereto.

6.4 **Procedure for Indemnification with Respect to Third Party Claims.**

(a) In order for any Indemnified Party to be entitled to indemnification provided for under this Article 6 in respect of, arising out of or involving a claim made by any Person other than the parties to this Agreement or their respective successors, assigns or Affiliates (a "**Third-Party Claim**") against such Indemnified Party, such Indemnified Party must notify the Indemnifying Party in writing of the Third-Party Claim promptly after receipt by such Indemnified Party of written notice of the Third-Party Claim; *provided, however*, that failure of any Indemnified Party to give notice as provided in this 6.3 shall not relieve an Indemnifying Party of its obligations hereunder except to the extent that the Indemnifying Party actually has been prejudiced by such failure to give notice. Thereafter, the Indemnified Party shall deliver to the Indemnifying Party as promptly as practicable, but in any event within ten (10) days after such Indemnified Party's receipt thereof, copies of all notices and other documents relating to the Third-Party Claim.

(b) If a Third-Party Claim is made against an Indemnified Party, the Indemnifying Party shall be entitled to participate in the defense thereof and, if it so chooses, to assume or cause the assumption of the defense thereof with counsel selected by the Indemnifying Party that is acceptable to Buyer in its sole discretion, provided such counsel is not reasonably objected to by the Indemnified Party. Should the Indemnifying Party elect to assume or cause the assumption of the defense of a Third-Party Claim, the Indemnifying Party will not be liable to the Indemnified Party for any legal expenses subsequently incurred by the Indemnified Party in connection with the defense thereof unless the Indemnifying Party has agreed in writing to pay such fees and expenses or, in the reasonable judgment of the Indemnified Party, a conflict of interest between the Indemnified Party and the Indemnifying Party exists with respect to such claim. If the Indemnifying Party elects so to participate in or assume the defense of a Third-Party Claim, the Indemnified Party will fully cooperate with the Indemnifying Party in connection with such defense.

(c) If the Indemnifying Party assumes the defense of a Third-Party Claim, then, as long as the Indemnifying Party is reasonably contesting such claim in good faith, the Indemnified Party shall not admit any liability with respect to, or settle, compromise or discharge, any Third-Party Claim without the Indemnifying Party's prior written consent, and the Indemnified Party will agree to any settlement, compromise or discharge of the Third-Party Claim the Indemnifying Party may recommend which releases the Indemnified Party unconditionally and completely in connection with such Third-Party Claim and which does not materially and adversely affect the Indemnified Party. Notwithstanding the foregoing, the Indemnified Party shall have the right to pay or settle any such claim, provided that in such event it shall waive any right to indemnity therefore by the Indemnifying Party. If the Indemnifying Party assumes the defense of a Third-Party Claim, then the Indemnifying Party shall not, without the Indemnified Party's prior written consent, settle or compromise any Third-Party Claim or consent to the entry of any judgment which does not include as an unconditional term thereof the delivery by the claimant or plaintiff to the Indemnified Party of a written release from all liability in respect of such Third-Party Claim.

(d) If the Indemnifying Party does not assume the defense of any such Third-Party Claim, the Indemnified Party may defend the same in such manner as it may reasonably deem appropriate, including but not limited to settling such claim or litigation after giving ten (10) business days of prior written notice to the Indemnifying Party setting forth the terms and conditions of settlement.

(e) The Indemnifying Party shall in no case settle or compromise any Third-Party Claim or consent to the entry of any judgment, in either case for other than solely money damages, without the consent of the Indemnified Party (which consent will not be unreasonably withheld) if such settlement, compromise or judgment would adversely affect the rights of the Indemnified Party in any continuing manner.

6.5 **Payments.** Once a Loss is agreed to by the Indemnifying Party or finally adjudicated to be payable pursuant to this Article 6, the Indemnifying Party shall satisfy its obligations within fifteen (15) Business Days of such final, non-appealable adjudication by wire transfer of immediately available funds; *provided, however,* that any obligation owed by the Selling Parties to a Buyer Indemnitee first shall be paid by the Escrow Agent from the Transaction Shares held pursuant to the terms of the Escrow Agreement, valued at the closing price per share of Buyer's Common Stock on Nasdaq (or any other exchange or bulletin board on which Buyer's Common Stock is publicly traded) on the trading day immediately prior to final resolution or settlement of any indemnification matter giving rise to such Losses, and then, if the Transaction Shares held by the Escrow Agent are insufficient to satisfy such obligation in full, the Selling Parties shall pay the Buyer Indemnitee, in immediately available funds, the unsatisfied portion of any such payment obligation. On the one-year anniversary of the Closing Date, the balance of the Transaction Shares held by the Escrow Agent shall be released pursuant to the terms of the Escrow Agreement.

6.6 **Essential Third-Party Claims.** Notwithstanding anything to the contrary herein, if Buyer receives a Third-Party Claim from a third party whose good or services are considered by Buyer, in its reasonable discretion, as essential to operate or otherwise derive benefit from the Purchased Assets (an "**Essential Third-Party Claim**"), Buyer may, upon providing prior written notice to Seller and subject to Seller's approval, which shall not be unreasonably withheld, immediately pay the Essential Third-Party Claim. Seller's failure to respond to a notice of an Essential Third-Party Claim within five (5) days following receipt of such notice shall be deemed an approval for the purposes of this Section 6.6. Reimbursement for Buyer's Losses arising from payment of a Essential Third-Party Claim shall be paid by the Escrow Agent from the Transaction Shares held pursuant to the terms of the Escrow Agreement, valued at the closing price per share of Buyer's Common Stock on Nasdaq (or any other exchange or bulletin board on which Buyer's Common Stock is publicly traded) on the trading day immediately prior to Buyer's payment of the Essential Third-Party Claim, and then, if the Transaction Shares are insufficient to satisfy such obligation in full, the Selling Parties shall pay the Buyer Indemnitee, in immediately available funds, the unsatisfied portion of any such payment obligation.

6.7 **Release For Certain Events.** Notwithstanding anything to the contrary herein, if, upon the six (6) month anniversary of the date of this Agreement, the Amended and Restated License has not been duly executed and given effect, or Buyer (or any of its Affiliates) otherwise have not obtained ownership of all of Soluble's right, title, and interests under the UAB License, the Escrow Agent shall, upon the tenth (10th) day after receiving written notice from Buyer that any events listed in this Section 6.7 are true and not receiving any written notice of dispute from the Selling Parties within five (5) days of receiving Buyer's notice, release to Buyer 10,000 Transaction Shares, distributed pro rata among the Transaction Shares in the name of Seller and Seller's designees.

6.8 **Tax Treatment of Indemnification Payments.** All indemnification payments made under this Agreement shall be treated by the parties as an adjustment to the Purchase Price for Tax purposes, unless otherwise required by Law.

6.9 **Effect of Investigation.** The Buying Indemnitees' right to indemnification for any representations, warranties, or covenants within this Agreement shall not be affected by any inspection, investigation, or knowledge acquired by any Buyer Indemnitee (or that could have been acquired any Buyer Indemnitee).

6.10 **Non-Exclusive Remedy.** The above indemnification provisions are in addition to, and not in derogation of, any statutory, equitable or common law remedy any party may have with respect to any other party, or the transactions contemplated by this Agreement.

6.11 **Survival.** Subject to the limitations and other provisions of this Agreement, the representations and warranties contained herein shall survive the Closing and shall remain in full force and effect until the date that is (i) five (5) years from the Closing Date with respect to the Selling Parties' representations and warranties in 3.1, 3.2, 3.10, Section 3.11, Section 3.17 and 3.18 and (ii) one (1) year from the Closing Date with respect to the Selling Parties' other representations and warranties.

6.12 None of the covenants or other agreements contained in this Agreement shall survive the Closing Date other than those which by their terms contemplate performance after the Closing Date, and each such surviving covenant and agreement shall survive the Closing for the period contemplated by its terms. Notwithstanding the foregoing, any claims asserted in good faith with reasonable specificity (to the extent known at such time) and in writing by notice from the non-breaching party to the breaching party prior to the expiration date of the applicable survival period shall not thereafter be barred by the expiration of such survival period and such claims shall survive until finally resolved.

ARTICLE 7 MISCELLANEOUS

7.1 **Expenses.** Except as otherwise expressly provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

7.2 **Notices.** All notices, claims, demands and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third (3rd) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this 7.2):

If to Buyer: 2915 Commers Drive, Suite 900
Eagan, MN 55121
Facsimile: 651.389.4801
Email: bmyers@skylinemedical.com

with a copy to:
(which shall not constitute notice) Maslon LLP
90 S. 7th Street
3300 Wells Fargo Center
Minneapolis, MN 55402
Facsimile: 612.642.8326
Email: martin.rosenbaum@maslon.com
Attention: Martin Rosenbaum

If to Seller: InventaBioTech, Inc.
3463 Magic Drive, Suite 120
San Antonio, TX 78229
Email: paul@targetedtech.com
Attention: Chief Executive Officer

If to Soluble: Soluble Therapeutics, Inc. c/o InventaBioTech, Inc.
3463 Magic Drive, Suite 120
San Antonio, TX 78229
Email: paul@targetedtech.com
Attention: Chief Executive Officer

If to BioDtech: BioDtech, Inc. c/o InventaBioTech, Inc.
3463 Magic Drive, Suite 120
San Antonio, TX 78229
Email: paul@targetedtech.com
Attention: Chief Executive Officer

7.3 **Construction.** This Agreement shall be construed in accordance with and governed by the laws of the State of Delaware without regard to any conflicts of law principles.

7.4 **Interpretation; Headings.** This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

7.5 **No Joint Venture.** This Agreement shall not be deemed under any circumstances to create any joint venture between Buyer and any Selling Party or to render Buyer and any Selling Party joint venturers or partners.

7.6 **Arbitration.** Each of the parties hereto agree that any dispute or conflict arising from or connected with this Agreement shall be solely resolved by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any such arbitration shall be held in Minneapolis, Minnesota.

7.7 **No Third-Party Beneficiaries.** Except for Buyer's Affiliates with respect to 5.4 and Buyer Indemnitees with respect to Article 6, this Agreement will not confer any rights or remedies upon any Person (including, without limitation, employees of the Selling Parties) other than the parties hereto and their respective successors and permitted assigns.

7.8 **Severability.** Any provision hereof which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction.

7.9 **Entire Agreement.** This Agreement and the other Transaction Documents constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous representations, warranties, understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement and those in the other Transaction Documents or the Exhibits attached hereto, the statements in the body of this Agreement will control.

7.10 **Successors and Assigns; Assignment.** This Agreement is binding upon and inures to the benefit of the Selling Parties and Buyer and their respective successors and permitted assigns. Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any purported assignment in violation of this Section shall be null and void. No assignment shall relieve the assigning party of any of its obligations hereunder.

7.11 **Amendment and Modification; Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No failure to exercise, or delay in exercising, any right or remedy arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

7.12 **Waiver of Jury Trial.**

(a) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS AND SCHEDULES ATTACHED TO THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT: (I) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION; (II) EACH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (III) EACH PARTY MAKES THIS WAIVER KNOWINGLY AND VOLUNTARILY; AND (IV) EACH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

7.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[signature page follows]

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

SELLING PARTIES

InventaBioTech, Inc.

By: /s/ Paul Castella

Name: Paul Castella

Its: Interim CEO

Soluble Therapeutics, Inc.

By: /s/ Paul Castella

Name: Paul Castella

Its: Interim CEO

BioDtech, Inc.

By: /s/ Paul Castella

Name: Paul Castella

Its: Interim CEO

BUYER

Predictive Oncology Inc.

By: /s/ Carl Schwartz

Name: Carl Schwartz

Its: CEO

Signature to Asset Purchase Agreement

Predictive Oncology Completes Acquisition of Soluble Therapeutics and BioDtech

MINNEAPOLIS, June 02, 2020 (GLOBE NEWSWIRE) -- Predictive Oncology Inc. (NASDAQ: POAI) (the "Company") a knowledge-driven company focused on applying artificial intelligence ("AI") to personalized medicine and drug discovery, announced that it has completed the acquisition of the assets of Soluble Therapeutics, Inc. and BioDtech, Inc., each of which is a wholly-owned subsidiary of InventaBioTech, Inc. The Company acquired the assets of Soluble and BioDtech, including, certain intellectual property relating to contract research organization ("CRO") services and technology, certain equipment useful in such services and technology and all other assets of Soluble Therapeutics and BioDtech for 125,000 shares of common stock, in addition to waiving all remaining amounts due and payable to the Company under a secured promissory note of InventaBioTech in the principal amount of \$1,070,000 relating to advances made by the Company in 2017.

Dr. Carl Schwartz, CEO and Director of the Company, commented, "These two acquisitions meaningfully expand revenue and monetization prospects for our precision medicine business. First, the Soluble Therapeutics assets increase the Company's capabilities to provide services for the pharmaceutical and biotech industries and predict and provide the best formulation with the highest concentration and the most stable solution for protein and peptide-based drugs. Second, the Company's purchase of BioDtech's assets provides it with ownership over BioDtech's successfully developed test used to 'unmask' endotoxins, which allows a monitoring physician to perhaps change the strategy of treatment or treat the patient with antibiotics. These acquisitions will allow Predictive Oncology to further maximize opportunities within the Company's precision medicine business."

About Predictive Oncology Inc.

Predictive Oncology Inc. (NASDAQ: POAI) operates through three segments (Domestic, International and other), which contain four subsidiaries; Helomics, TumorGenesis, Skyline Medical and Skyline Europe. Helomics applies artificial intelligence to its rich data gathered from patient tumors to both personalize cancer therapies for patients and drive the development of new targeted therapies in collaborations with pharmaceutical companies. Helomics' CLIA-certified lab provides clinical testing that assists oncologists in individualizing patient treatment decisions, by providing an evidence-based roadmap for therapy. In addition to its proprietary precision oncology platform, Helomics offers boutique CRO services that leverage its TruTumor(TM), patient-derived tumor models coupled to a wide range of multi-omics assays (genomics, proteomics and biochemical), and an AI-powered proprietary bioinformatics platform to provide a tailored solution to its clients' specific needs. Predictive Oncology's TumorGenesis subsidiary is developing a new rapid approach to growing tumors in the laboratory, which essentially "fools" cancer cells into thinking they are still growing inside a patient. Its proprietary Oncology Discovery Technology Platform kits will assist researchers and clinicians to identify which cancer cells bind to specific biomarkers. Once the biomarkers are identified they can be used in TumorGenesis' Oncology Capture Technology Platforms which isolate and help categorize an individual patient's heterogeneous tumor samples to enable the development of patient specific treatment options. Helomics and TumorGenesis are focused on ovarian cancer. Predictive Oncology's Skyline Medical division markets its patented and FDA cleared STREAMWAY System, which automates the collection, measurement and disposal of waste fluid, including blood, irrigation fluid and others, within a medical facility, through both domestic and international divisions. The company has achieved sales in five of the seven continents through both direct sales and distributor partners. For more information, please visit **www.Predictive-Oncology.com**.

Forward-Looking Statements

Certain of the matters discussed in this press release contain forward-looking statements that involve material risks to and uncertainties in the Company's business that may cause actual results to differ materially from those anticipated by the statements made herein. Such risks and uncertainties include: we may not be able to continue operating without additional financing; current negative operating cash flows; the terms of any further financing, which may be highly dilutive and may include onerous terms; no assurance that a vaccine will be successfully developed in collaboration with Dr. Daniel Carter, or that definitive documentation of all arrangements with Dr. Carter will be completed; risks related to the 2019 merger with Helomics including: 1) significant goodwill could result in further impairment, 2) possible failure to realize anticipated benefits of the merger, 3) costs associated with the merger may be higher than expected, 4) the merger may result in the disruption of our existing businesses, and 5) distraction of management and diversion of resources; risks related to our partnerships with other companies, including the need to negotiate the definitive agreements, possible failure to realize anticipated benefits of these partnerships, and costs of providing funding to our partner companies, which may never be repaid or provide anticipated returns; risks related to the acquisition of Soluble Therapeutics and BioDtech and the pending acquisition of Quantitative Medicine including: 1) completion of the Quantitative Medicine transaction, 2) possible failure to realize anticipated benefits of the transactions, 3) costs associated with the acquisitions may be higher than expected; 4) the transactions may result in the disruption of our existing businesses, and 5) distraction of management and diversion of resources; risk that we will be unable to protect our intellectual property or claims that we are infringing on others' intellectual property; the impact of competition; acquisition and maintenance of any necessary regulatory clearances applicable to applications of our technology; inability to attract or retain qualified senior management personnel, including sales and marketing personnel; risk that we never become profitable if our product is not accepted by potential customers; possible impact of government regulation and scrutiny; unexpected costs and operating deficits, and lower than expected sales and revenues, if any; adverse results of any legal proceedings; the volatility of our operating results and financial condition; and, and management of growth and other risks and uncertainties that may be detailed from time to time in the Company's reports filed with the SEC, which are available for review at www.sec.gov.

Investor Relations Contact:

Hayden IR
James Carbonara
(646)-755-7412
james@haydenir.com
