

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): March 19, 2021

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 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Retirement of Chief Executive Officer

On March 19, 2021, Dr. Carl I. Schwartz retired through his resignation as the Chief Executive Officer of Predictive Oncology Inc. (the “Company”) effective immediately. In connection with the resignation, Dr. Schwartz and the Company simultaneously entered into a Transition and Separation Agreement (the “Transition Agreement”) pursuant to which, among other things, Dr. Schwartz agreed to retire from his employment and resign as a member of the board of directors (the “Board”) and to provide certain transition services to the Company in exchange for the issuance to Dr. Schwartz of 100,000 shares (the “Transition Shares”) of the Company’s common stock, par value \$0.01 per share (“Common Stock”) on or before March 23, 2021. At the same time, the Company and Dr. Schwartz also entered into an Agreement and Release (the “Release”) pursuant to which, among other things, Dr. Schwartz and the Company released each other from any and all claims each may have against the other, and the Company agreed to provide Dr. Schwartz with certain separation benefits, including \$460,000 (gross) in severance pay, which amount is equal to one year of Dr. Schwartz’s base salary, and the vesting of the 300,000 restricted stock units previously granted to Dr. Schwartz. The Release also contains a customary mutual non-disparagement provision. Prior to his resignation as a member of the Board, Dr. Schwartz was a member of the Merger & Acquisition and Finance Committees of the Board.

The foregoing description of the material terms of the Transition Agreement and the Release is not complete and is qualified in its entirety by reference to the full text thereof, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

Appointment of Chief Executive Officer

On March 19, 2021, the Company appointed J. Melville Engle, age 71, as its Chief Executive Officer, effective immediately. Mr. Engle has served on the Board since 2016, and is currently its Chairman. Mr. Engle has also worked in the healthcare industry for the past three decades. Since 2012, he has served as President and Chief Executive Officer of Engle Strategic Solutions, a consulting company focused on CEO development and coaching, senior management consulting, corporate problem solving and strategic and operational planning. He is director of Windgap Medical, Inc., and has held executive positions at prominent companies including Chairman and Chief Executive Officer at ThermoGenesis Corp., Regional Head/Director, North America at Merck Generics, President and Chief Executive Officer of Dey, L.P. and CFO, at Allergan, Inc. In addition to ThermoGenesis, he has served on the board of directors of several public companies, including Oxygen Biotherapeutics and Anika Therapeutics. Mr. Engle holds a BS in Accounting from the University of Colorado and a MBA in Finance from the University of Southern California. He has served as a Trustee of the Queen of the Valley Medical Center Foundation, was a Board Member of the Napa Valley Community Foundation, and at the Napa College Foundation. He was also Vice Chair of the Thunderbird Global Council at the Thunderbird School of Global Management in Glendale, Arizona.

In connection with the appointment, the Company entered into an offer letter with Mr. Engle which provides for, among other things, payment to Mr. Engle of an annual base salary equal to \$475,000. Mr. Engle will also be eligible to receive (i) an annual cash bonus equal to up to 50% of his salary, or at the discretion of the Board’s Compensation Committee (the “Committee”), a higher percentage based on his and the Company’s performance and (ii) 100,000 restricted shares of Common Stock on January 1st of each calendar year of his employment, vesting over three years and subject to continued employment, with the amount that vests to be based on two or more measures of employment performance, including shareholder return. Mr. Engle will also be eligible to participate in the standard employee benefit plans generally available to executive employees of the Company, and, at the discretion of the Committee, to receive grants of stock options or other equity awards. Any grants of equity awards, including those above, will be made from the Company’s Amended and Restated 2012 Stock Incentive Plan or successor plans.

The foregoing description of the material terms of the offer letter is not complete and is qualified in its entirety by reference to the full text thereof, a copy of which is filed as Exhibit 10.3 to this Current Report on Form 8-K and are incorporated herein by reference.

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

Item 9.01 Financial Statements and Exhibits.

- (a) Not applicable.
- (b) Not applicable.
- (c) Not applicable.
- (d) Exhibits.

Exhibit No. Description

<u>10.1</u>	<u>Transition and Separation Agreement by and between the Company and Carl Schwartz dated March 19, 2021</u>
<u>10.2</u>	<u>Agreement and Release by and between the Company and Carl Schwartz dated March 19, 2021</u>
<u>10.3</u>	<u>Offer Letter by and between the Company and J. Melville Engle dated March 19, 2021</u>
<u>99.1</u>	<u>Press Release dated March 23, 2021</u>

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: March 22, 2021

TRANSITION AND SEPARATION AGREEMENT

This Transition and Separation Agreement (“Agreement”) is made by and between Carl I. Schwartz, DDS (“Employee”) and Predictive Oncology Inc., f/k/a Precision Therapeutics Inc., f/k/a Skyline Medical Inc. (“the Company”), each of whom enter into this Agreement intending to be legally bound.

RECITALS

The Company and Employee agree upon the following background facts and incorporate them by reference into this Agreement.

1. Employee is employed by the Company and has decided to resign his employment with the Company in connection with his retirement; and
2. Employee and the Company wish to enter into this Agreement to set forth the terms and conditions under which Employee will transition out of his current role with the Company and voluntarily separate from his employment.

AGREEMENT

NOW, THEREFORE, based upon the foregoing recitals and for good and valuable consideration described below, the receipt and sufficiency of which are hereby expressly acknowledged, Employee and the Company agree as follows:

1. **Voluntary Resignation from Employment.** Employee confirms that he voluntarily resigned his employment with the Company effective March 19, 2021 (the “Separation Date”).
2. **Voluntary Resignation from Board of Directors Position.** Employee confirms that he voluntarily resigned his position on the Company’s Board of Directors effective March 19, 2021.
3. **Issuance of Stock.** In exchange for Employee’s promises set forth in this Agreement, on or before March 23, 2021, the Company will send instructions to the Company’s transfer agent to issue Employee 100,000 shares of stock in the Company.
4. **Cooperation and Transition.** Employee understands that the Company’s obligations under this Agreement, including all consideration set forth in this Agreement, are contingent upon, among other things, Employee cooperating with the Company in his transition which includes:
 - (a) Employee will make himself available, on a reasonable basis and during normal business hours, to discuss or address issues or questions relating to Employee’s employment and position for the purpose of achieving a smooth transition of Employee’s former job duties and responsibilities.

- (b) Employee will provide a summary of open projects with sufficient detail to be helpful to the Company.
 - (c) As requested by the Company, Employee will execute all documentation necessary to remove himself from all positions he held with the Company and all Company-related entities, including his director position.
 - (d) Employee also agrees to be reasonably available during normal business hours to cooperate with the Company and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter, occurring during Employee's employment, in which he was involved or of which he has knowledge. Employee understands and agrees that such cooperation includes, but is not limited to, making himself available to the Company and/or its counsel upon reasonable notice for: interviews and factual investigations; appearing to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company or its counsel pertinent information; and turning over all relevant documents which are or may come into his possession. After the Company has finished paying Employee the Severance Pay provided in the Agreement and Release between Employee and the Company, dated March 18, 2021, if the amount of time involved pursuant to this Section 4(d) is more than nominal, then the Company will pay Employee a reasonable fee for his assistance, as long as the Company approves the time Employee spends providing such assistance in advance and in writing.
5. **Non-Disparagement.** Employee agrees not to make disparaging or defamatory remarks about the Company or the Company's services, products, or other matters pertaining to its business. The Company, on behalf of itself and its management team, agrees not to make disparaging or defamatory remarks about Employee or Employee's services or other matters pertaining to Employee. Nothing in this paragraph is intended to, nor may be interpreted to, prevent the Employee or Company from giving truthful testimony to any law enforcement officer, court, administrative proceeding or as part of a government investigation.
6. **Additional Agreements and Understandings.**
- a. **Successors and Assigns.** This Agreement is personal to Employee and may not be assigned by Employee without the written agreement of the Company. The rights and obligations of this Agreement shall inure to the successors and assigns of the Company.
 - b. **Severability.** If a court finds any term of this Agreement to be invalid, unenforceable, or void, Employee and the Company agree that the court shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, Employee and the Company agree that the term shall be severed and all other terms of this Agreement shall remain in effect.

- c. **Entire Agreement.** This Agreement constitutes the sole understanding of Employee and the Company with respect to Employee's resignation and the Company's issuance of stock to Employee pursuant to this Agreement. This Agreement may not be modified, altered, or changed in any way except by written agreement signed by Employee and an authorized representative of the Company.
- d. **Other Agreements.** Nothing contained in this Agreement shall affect Employee's obligations owed to the Company under the Employment Agreement between Employee and the Company, effective November 10, 2017, as amended to date, or any other agreement between Employee and the Company.
- e. **No Waiver.** No claim or right arising out of a breach or default under this Agreement may be discharged by a waiver of that claim or right unless the waiver is made in writing and signed by an authorized representative of the Company. A waiver by any party of a breach or default of the other party of any provision contained in this Agreement shall not be deemed a waiver of future compliance of such provisions, and such provisions shall remain in full force and effect.
- f. **Taxes.** Employee acknowledges that Employee has not relied on any tax advice provided by the Company and that, if necessary, Employee is solely responsible for properly reporting the tax consequences and paying any applicable taxes, penalties, and interest. Employee acknowledges and agrees that Employee has been provided with the opportunity to consult legal and financial counsel with respect to the tax treatment of the issuance of the stock Employee will receive pursuant to this Agreement. Employee has been advised by the Company to consult with such counsel.
- g. **Governing Law/Venue.** The laws of the State of Minnesota will govern the validity, construction, and performance of this Agreement, without regard to the conflict of law provisions of any other jurisdictions. Employee irrevocably consents to the exclusive jurisdiction of courts in Minnesota for the purposes of any action arising out of or related to this Agreement or any dispute between the Company and Employee, including any actions for temporary, preliminary, and permanent equitable relief. Employee irrevocably waives Employee's right, if any, to have any disputes between the Company and Employee arising out of or related to this Agreement decided in any jurisdiction or venue other than a state or federal court in the State of Minnesota.

IN WITNESS WHEREOF, Employee and the Company have executed this Agreement as of the date and year set forth below.

Dated: 3/19/21

/s/ Carl I. Schwartz

Carl I. Schwartz, DDS

Dated: 3/19/21

**PREDICTIVE ONCOLOGY INC.,
F/K/A PRECISION THERAPEUTICS INC.,
F/K/A SKYLINE MEDICAL INC.**

By: /s/ Bob Myers

Its: CFO

AGREEMENT AND RELEASE

This Agreement and Release (“Agreement”) is made by and between Carl I. Schwartz, DDS (“Employee”) and Predictive Oncology Inc., f/k/a Precision Therapeutics Inc., f/k/a Skyline Medical Inc. (“the Company”), each of whom enter into this Agreement intending to be legally bound.

1. **Background.** The Company and Employee state the following facts and incorporate them by reference into this Agreement.
 - a. Employee and the Company entered into an Employment Agreement, effective November 10, 2017, as amended by an Amendment effective August 20, 2018 and a Second Amendment effective July 1, 2019 (as amended, the “Employment Agreement”). A true and correct copy of the Employment Agreement is attached as Exhibit A to this Agreement.
 - b. Employee and the Company entered into a Restricted Stock Unit Agreement, effective September 23, 2020 (“RSU Agreement”), which granted to Employee 300,000 restricted stock units (the “RSUs”), subject to certain vesting requirements, payment provisions and other terms. A true and correct copy of the RSU Agreement is attached as Exhibit B to this Agreement.
 - c. Employee and the Company have entered into various stock option agreements that continue in effect (the “Option Agreements”), granting to Employee stock options to purchase common stock of the Company (the “Options”).
 - d. Employee voluntarily resigned his employment with the Company effective March 19, 2021 (the “Separation Date”), pursuant to that certain Transition and Separation Agreement, dated March 19, 2021 (the “Separation Agreement”), in connection with Employee’s retirement.
 - e. In accordance with and subject to the terms of the Employment Agreement and the RSU Agreement, Employee is entitled to certain separation benefits upon termination without cause.
 - f. Notwithstanding that Employee voluntarily resigned his employment and was not terminated without cause, the Company will agree to provide him with the separation benefits in accordance with the Employment Agreement and the RSU Agreement, and as set forth in this Agreement.
 - g. The Company and Employee now agree as follows.

2. **Separation Benefits.** In exchange for Employee's waiver and release of claims set forth in Section 3 and other promises set forth in this Agreement, and provided that Employee (i) sign, date, and return this Agreement within the time period described in Section 5, and (ii) does not rescind or revoke this Agreement within the time period described in Section 5, the Company agrees to provide Employee with the following "Separation Benefits" (identified below in this Section 2) to which Employee would not otherwise be entitled without signing this Agreement:
- a. **Severance Pay.** The Company will pay Employee \$460,000 (gross), less applicable federal, state and local withholdings and other legally required withholdings ("Severance Pay") which is 12 months of Employee's base salary. This Severance Pay will be paid in 24 equal installments in the amount of \$19,166.66 on successive paydays beginning on the first payday after 20 days have passed from the date Employee signs and returns this Agreement to the Company.
 - b. **Accrued and Unused Vacation.** The Company will pay Employee \$81,826.92 (gross), less applicable federal, state and local withholding and other legally required withholdings, for Employee's accrued and unused vacation (as verified in the Company's audited financial records) on the first payday after 20 days have passed from the date Employee signs and returns this Agreement to the Company.
 - c. **Vesting of RSUs.** Notwithstanding the terms and conditions of the RSU Agreement, all of the RSUs will vest on the date 20 days after the date Employee signs and returns this Agreement to the Company.
 - d. **Terms of Options.** Notwithstanding the terms and conditions of the Option Agreements, (i) all of the Options that are not yet vested will vest on the date 20 days after the date Employee signs and returns this Agreement to the Company and (ii) all of the Options will remain in effect without regard to any provisions that would cause earlier termination as a result of the termination of employment on the Separation Date.
3. **Employee's Waiver and Release of Claims.** In exchange for the Separation Benefits set forth in Section 2 and the terms of this Agreement, Employee agrees to unconditionally waive and release any and all claims, complaints, causes of action, or demands of whatever kind which Employee has or may have against the Released Parties (as defined below) to the maximum extent permitted by applicable law up to the moment Employee signed this Agreement, including any claims, complaints, causes of action, or demands relating in any way to Employee's employment with the Company and Employee's separation from employment with the Company including, but not limited to, the following:
- a. All claims for any alleged unlawful discrimination, harassment, failure to accommodate, retaliation, interference, reprisal arising, or other alleged unlawful practices under any federal, state, or local law, statute, ordinance, or regulation, including, without limitation, rights or claims of age discrimination, harassment, and retaliation under the federal Age Discrimination in Employment Act ("ADEA"), federal Older Workers Benefit Protection Act ("OWBPA"), Minnesota Human Rights Act ("MHRA"), Nevada Fair Employment Practices Act ("NFEPA"), and claims of discrimination, harassment, failure to accommodate, and retaliation under the Family and Medical Leave Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Equal Pay Act, MHRA, NFEPA, and the Minnesota Whistleblower Act;

- b. All claims arising out of Employee's employment and Employee's separation from employment including, but not limited to, claims based on alleged wrongful discharge, breach of contract, breach of implied contract, failure to keep any promise, breach of a covenant of good faith and fair dealing, breach of fiduciary duty, defamation, infliction of emotional distress, fraud, misrepresentation, negligence, constructive discharge, assault, battery, false imprisonment, invasion of privacy, interference with contractual or business relationships, Employee's activities, if any, as a "whistleblower," and any violation of any other principle of common law;
- c. All claims for any other alleged unlawful employment practices related to Employee's employment or Employee's separation from employment arising under any federal, state, or local law, statute, ordinance, or regulation including, without limitation, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Employee Retirement Income Security Act, the Worker Adjustment and Retraining Notification Act, the Fair Credit Reporting Act, and the National Labor Relations Act;
- d. All claims for any other form of pay, compensation, or employee benefits of any kind that is not provided in this Agreement including, without limitation, bonuses, commissions, deferred compensation, stock-based incentive compensation, restrict stock units, stock options, phantom stock, equity of any kind, vacation pay, expense reimbursement, and any other claims under any applicable federal, state, and local law, statute, ordinance, or regulation to the fullest extent permitted by law;
- e. All claims Employee has now, whether or not Employee currently knows about or suspects the claims; and
- f. All claims for attorneys' fees, costs, or interest.

Employee understands and agrees that the above list contains examples only and does not contain all claims that Employee is releasing. By signing this Agreement, Employee is fully and finally waiving and releasing, to the fullest extent permitted by law, all claims against the Released Parties. Employee agrees that the Company's payment of the Separation Benefits is full and fair payment for the waiver and release of Employee's claims and has a value greater than anything Employee is entitled to if Employee does not sign this Agreement. Notwithstanding anything set forth in this Agreement, specifically excluded from the waiver and release of claims set forth above are claims or disputes that: (i) by law cannot be released in a private agreement (such as workers' compensation claims); (ii) relate to any rights of indemnification afforded Employee by statute or by common law, including any insurance coverage maintained by or on behalf of the Company; (iii) arise after the date Employee signed this Agreement; or (iv) relate to the obligations of Employee or the Company under this Agreement or the Separation Agreement.

For purposes of this Agreement, the term “Released Parties” means the Company and all of the Company’s past and present parents, subsidiaries, and affiliated companies, and all and each of the past and present employees, officers, officials, managers, members, directors, agents, insurers, representatives, counsel, shareholders, owners, attorneys, partners, predecessors, successors, and assigns of any and all of the foregoing entities and persons. In addition, for purposes of Section 3, the term “Employee” means Carl I. Schwartz and any person who has or obtains any legal rights or claims against the Company or the Released Parties through Carl I. Schwartz.

4. **The Company’s Waiver and Release of Claims.** In consideration for the promises and agreements set forth herein, the Company (and on behalf of any of the Company’s past and present parents, subsidiaries, and affiliated companies, and all and each of the past and present employees, officers, officials, managers, members, directors, agents, insurers, representatives, counsel, shareholders, owners, attorneys, partners, predecessors, successors, and assigns of any and all of the foregoing entities and persons) agrees to unconditionally waive and release Employee (and any person who and/or entity that would have an obligation on his behalf) from any and all claims, complaints, causes of actions, or demands of whatever kind which the Company has or may have against Employee to the maximum extent permitted by applicable law up to the moment the Company signs this Agreement, including any claims, complaints, causes of action, or demands relating in any way to Employee’s employment with the Company and/or any and all claims arising out of or related to any and all alleged acts, omissions, statements and/or conduct the Company attributes to Employee, and which exist as of the date the Company signs this Agreement. Notwithstanding anything set forth in this Agreement, specifically excluded from the waiver and release of claims set forth in this Section 4 are claims or disputes that: (i) by law cannot be released in a private agreement; (ii) relate to any rights of indemnification afforded the Company by statute or by common law, including any insurance coverage maintained by or on behalf of the Company; (iii) arise after the date the Company signed this Agreement; (iv) relate to the obligations of Employee or the Company under this Agreement or the Separation Agreement; or (v) relate to the remaining obligations of Employee pursuant to the Employment Agreement or any other remaining contractual obligation Employee owes the Company.
5. **Employee’s Legal Rights.**
 - a. **Advice to Consult With an Attorney.** This Agreement is a legal document. Employee has been advised in writing to consult with an attorney prior to executing the Agreement.
 - b. **Period to Consider this Agreement and Revoke this Agreement.** Employee has twenty-one (21) days to consider the offer as expressed, including Employee’s waiver and release of rights and claims of age discrimination under the ADEA and OWBPA, and decide whether to sign this Agreement. Signing this Agreement before the 21-day period expires constitutes a waiver by Employee of any remaining time period for review and consideration to which Employee may be entitled. Employee agrees that any changes to this Agreement, whether they are material or immaterial, do not restart the running of the 21-day consideration period. If Employee does not sign this Agreement within the 21-day consideration period, the offer contained within this Agreement will expire. Employee agrees and understands that if Employee does not sign this Agreement within the 21-day consideration period, this Agreement will be null and void and Employee will not receive the Separation Benefits in Section 2.

If Employee signs this Agreement, Employee will then be entitled to revoke this Agreement within seven (7) days after the date on which Employee signed this Agreement and the Agreement shall not become effective or enforceable until the revocation period has expired.

- c. **Period to Rescind The Release of Claims.** Employee understands that Employee has the right to rescind Employee's waiver of discrimination and retaliation claims under the MHRA within fifteen (15) calendar days after the date on which Employee signs this Agreement. The 15-day rescission period and 7-day revocation period run at the same time, and this Agreement shall not become effective or enforceable until both periods have expired without Employee's rescinding or revoking this Agreement.
 - d. **Revocation/Rescission Procedure.** To revoke or rescind, Employee must put the revocation/rescission in writing and deliver it to the Company by hand to Bob Myers or mail within the 15-day period. If Employee delivers the revocation/rescission by mail, it must be: (1) postmarked within the 15-day period; (2) properly addressed to Predictive Oncology Inc. c/o Bob Myers, 2915 Commers Drive, Suite 900, Eagan, MN 55121, and (3) sent by certified mail, return receipt requested.
 - e. **Effect of Revocation/Rescission.** If Employee rescinds or revokes this Agreement as described in this Section 5, Employee understands that (i) this Agreement is null and void, (ii) the Company shall have no further obligation under this Agreement, (iii) Employee will not receive the Separation Benefits in Section 2 of this Agreement or any other benefits listed within this document, and (iv) Employee's employment will still end on the Separation Date.
6. **Filings.** Employee understands that, without being penalized or having an obligation to notify the Company, this Agreement does not prohibit Employee from filing an administrative charge of discrimination or complaint with the Equal Employment Opportunity Commission, National Labor Relations Board, Occupational Safety and Health Administration, Securities and Exchange Commission, Civil Rights Division, Minnesota Department of Human Rights, Nevada Equal Rights Commission, or any other federal, state, or local governmental agency or commission or law enforcement agency ("Government Agencies"). Employee understands that this Agreement does not limit Employee's ability to communicate with any Government Agencies or otherwise participate in any investigation or proceeding that may be conducted by any Government Agencies, including providing documents or other information, without notice to the Company. If Employee had filed or files a charge or complaint, Employee agrees that the Company's payment of the Separation Benefits completely satisfies any and all claims for monetary relief in connection with such charge or complaint, except that this Agreement does not limit Employee's right to receive an award for information (1) provided pursuant to the Securities and Exchange Commission's whistleblower protections and incentives; or (2) provided to any other Government Agencies. Employee is not entitled to any other monetary relief of any kind with respect to the claims that Employee has released in this Agreement unless Employee's waiver and release of claims is deemed unlawful or otherwise invalid.

7. **Governing Law/Venue.** The laws of the State of Minnesota will govern the validity, construction, and performance of this Agreement, without regard to the conflict of law provisions of any other jurisdictions. Employee irrevocably consents to the exclusive jurisdiction of courts in Minnesota for the purposes of any action arising out of or related to this Agreement or any dispute between the Company and Employee, including any actions for temporary, preliminary, and permanent equitable relief. Employee irrevocably waives Employee's right, if any, to have any disputes between the Company and Employee arising out of or related to this Agreement decided in any jurisdiction or venue other than a state or federal court in the State of Minnesota.
8. **Additional Agreements and Understandings.**
- a. **The Company Property.** Employee has returned to the Company all the Company property in Employee's possession or under Employee's control including, but not limited to, all corporate credit cards, identification badges, computer hardware and software, cell phones, tablets, PDAs, books, records, documents, data, access cards, financial data, confidential information, trade secrets, files, notebooks, passwords, plans, sales reports, records, and all other property, equipment, or information owned by the Company or to which Employee was provided access by the Company during Employee's employment. By signing this Agreement, Employee represents that Employee has returned all the Company property and that Employee no longer possesses or has access to the Company property.
- b. **Employment Agreement.** The Employment Agreement contains valid and enforceable restrictions on Employee's competition with the Company, both during and after employment with the Company. Employee acknowledges and agrees that the Employment Agreement is fully enforceable and survives the termination of Employee's employment.

The Company advises Employee as follows under the federal Defend Trade Secrets Act: An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that — (A) is made — (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual — (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order. Nothing in this Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

- c. **Transition and Cooperation.** The Employee will cooperate with the Company and use his best efforts to be available, on a reasonable basis and during normal business hours, to discuss or address issues or questions that may arise after the Separation Date relating to Employee's employment and position for the purpose of achieving a smooth transition of Employee's former job duties and responsibilities. Employee also agrees to be available to and cooperate with the Company and its counsel in connection with any investigation, administrative proceeding or litigation relating to any matter, occurring during Employee's employment, in which he was involved or of which he has knowledge. Employee understands and agrees that such cooperation includes, but is not limited to, making himself reasonably available during normal business hours to the Company and/or its counsel upon reasonable notice for: interviews and factual investigations; appearing to give testimony without requiring service of a subpoena or other legal process; volunteering to the Company or its counsel pertinent information; and turning over all relevant documents which are or may come into his possession. After the Company has finished paying Employee the Severance Pay, if the amount of time involved pursuant to this Section 8(c) is more than nominal, then the Company will pay Employee a reasonable fee for his assistance, as long as the Company approves the time Employee spends providing such assistance in advance and in writing.
- d. **COBRA.** Following the Separation Date, the Company will provide Employee any notice required under COBRA relating to the Company's insurance programs.
- e. **Consideration.** Employee agrees that (i) the Separation Benefits in Section 2 are above and beyond that to which Employee would be entitled if Employee did not sign this Agreement, (ii) the Separation Benefits in Section 2 constitute independent and sufficient consideration for all aspects of this Agreement, and (iii) Employee is not eligible for any other payments or benefits except for those expressly described in this Agreement, provided that Employee signs and returns this Agreement within the specified time period and does not rescind or revoke this Agreement.

- f. **Non-Disparagement.** Employee agrees not to make disparaging or defamatory remarks about the Company or the Company's services, products, or other matters pertaining to its business. The Company, on behalf of itself and its management team, agrees not to make disparaging or defamatory remarks about Employee or Employee's services or other matters pertaining to Employee. This non-disparagement provision does not apply to legally protected communications and does not prohibit Employee or the Company from filing an administrative charge or complaint with, or cooperating, assisting, testifying, or participating in an investigation or legal proceeding conducted or initiated by, any Government Agencies.
- g. **Non-Admission.** It is expressly understood that this Agreement does not constitute, nor shall it be construed as, an admission by the Company of any liability or unlawful conduct whatsoever. The Company specifically denies any liability or unlawful conduct on the Company's part.
- h. **Successors and Assigns.** This Agreement is personal to Employee and may not be assigned by Employee without the written agreement of the Company. The rights and obligations of this Agreement shall inure to the successors and assigns of the Company.
- i. **Severability.** If a court finds any term of this Agreement to be invalid, unenforceable, or void, Employee and the Company agree that the court shall modify such term to make it enforceable to the maximum extent possible. If the term cannot be modified, Employee and the Company agree that the term shall be severed and all other terms of this Agreement shall remain in effect. Employee and the Company agree that Employee's waiver and release of claims should be interpreted as broadly as possible to achieve Employee's intention of releasing all claims against the Released Parties.
- j. **Entire Agreement.** This Agreement constitutes the sole understanding of Employee and the Company with respect to the matters provided for herein. Employee and the Company agree that this Agreement supersedes and terminates any and all other written and oral agreements and understandings between Employee and the Company concerning separation benefits Employee may have been eligible for or entitled to from the Company. Notwithstanding anything in this Agreement to the contrary, Employee agrees and acknowledges that the Employment Agreement remains in full force and effect after the Separation Date. This Agreement may not be modified, altered, or changed in any way except by written agreement signed by Employee and an authorized representative of the Company.

- k. **No Waiver.** No claim or right arising out of a breach or default under this Agreement may be discharged by a waiver of that claim or right unless the waiver is made in writing and signed by an authorized representative of the Company. A waiver by any party of a breach or default of the other party of any provision contained in this Agreement shall not be deemed a waiver of future compliance of such provisions, and such provisions shall remain in full force and effect.
- l. **Remuneration.** Employee acknowledges and agrees that the Company will pay Employee any and all monies, wages, salary, accrued and unused paid time off, expenses, bonuses, and commissions (if applicable) due to Employee through the Separation Date. Employee is not entitled to any additional remuneration from the Company other than the consideration outlined within this Agreement. In addition, Employee acknowledges that Employee is not aware of any time worked during Employee's employment for which Employee has not already been fully compensated.
- m. **Acknowledgements.** Employee acknowledges and agrees that: (i) Employee has not suffered any work-related injury for which Employee has not already filed a claim; and (ii) Employee has been properly provided any leave of absence including for Employee's own or a family member's health condition.
- n. **Taxes.** Employee acknowledges that Employee has not relied on any tax advice provided by the Company and that, if necessary, Employee is solely responsible for properly reporting the payment received pursuant to this Agreement and paying any applicable taxes, penalties, and interest. Employee acknowledges and agrees that Employee has been provided with the opportunity to consult legal and financial counsel with respect to the tax treatment of the payment Employee will receive pursuant to this Agreement and on account of Employee's separation from employment. Employee has been advised by the Company to consult with such counsel.
- o. **Accepting/Signing this Agreement.** Employee agrees not to sign this Agreement prior to the end of Employee's work day on the Separation Date. To accept this Agreement, Employee must deliver this original signed and dated Agreement to Bob Myers, by email, hand or by mail (Predictive Oncology Inc. c/o Bob Myers, 2915 Commers Drive, Suite 900, Eagan, MN 55121) within the time period in Section 5.

[Signature page follows]

Dated: 3/19/21

/s/ Carl I. Schwartz
Carl I. Schwartz, DDS

Dated: 3/19/21

**PREDICTIVE ONCOLOGY INC.,
F/K/A PRECISION THERAPEUTICS INC.,
F/K/A SKYLINE MEDICAL INC.**

By: /s/ Bob Myers
Its: CFO

Exhibits A and B follow on the following pages.

Pursuant to Item 601(b)(2) of Regulation S-K, these Exhibits have been omitted from this Agreement. The Registrant will furnish a copy of any omitted Exhibit to the Commission upon request.

March 19, 2021

Mr. J. Melville Engle
8778 E. 152nd Place
Thornton, CO 80602

Dear Mel:

On behalf of Predictive Oncology, Inc. (the "Company"), I am very pleased to offer you the position of Chief Executive Officer of Predictive Oncology, Inc. This letter establishes the terms of your employment with the Company if you accept this offer. You will remain Chairman of the Board unless otherwise determined by the Board or you resign from that position.

If you accept this offer of employment, your effective start date will be March 20, 2021. Your salary will be at an annualized level of \$475,000 payable in accordance with the Company's standard payroll practice and subject to applicable withholding taxes. This amount is only subject to reduction in the event of an across-the-board reduction. You will not receive additional compensation for being Chairman or a member of the Board.

You will be eligible to receive an annual bonus ranging up to 50% of base salary, or at the Board's discretion, a higher percentage based on your performance vs. annual MBO/Objectives. Your bonus for 2021 will be prorated for the portion of the year during which you are employed by the Company. The Compensation Committee will be the evaluator of your performance, will solicit input from you and various board members and will make the final decision on the bonus amount.

You will be entitled, during the term of your employment, to such vacation, medical and other employee benefits as the Company may offer from time to time to its senior executive officers, subject to applicable eligibility requirements. The Company reserves the right to make any modifications to this benefits package that it deems appropriate from time to time. In your position as Chief Executive Officer, you will receive five weeks of vacation.

Each year, you will be granted Restricted Stock, with the program to be structured to reward performance and result in officer retention. The annual Long-Term Incentive Plan ("LTIP") awards will each vest after three years (rolling) subject to continued employment, with the amount that vests to be based on two or more measures of employment performance, including shareholder return (increase in common stock price and accomplishment of profit budgets).

Based on your performance, an increased common stock price (goal established at the commencement of each year's grant) and continued employment over a 3-year period:

1. You will be granted 100,000 Restricted Stock shares on January 1st of each calendar year (3-year vesting). The first award will be made effective March 19, 2021, the date of employment, or such later time as shareholder approval is obtained as described below.
 2. These award amounts may be adjusted from year-to-year so that the targeted values of LTIP awards represent the appropriate percentage of total compensation
 3. If advantageous for tax planning or other reasons, these awards may be restricted stock units (RSUs) rather than Restricted Stock.
-

You would also be eligible for grants of stock options or other equity awards at the discretion of the Compensation Committee.

Any grants of equity awards, including those above, will be made from the Company's Amended and Restated 2012 Stock Incentive Plan (the "2012 Plan") or successor plans. There must be sufficient shares available under the plan reserve for any of these grants, meaning that some of these grants may be subject to obtaining shareholder approval of an increase to the plan reserve. There are currently only 554,000 shares available under the 2012 Plan, meaning that the grants of the awards described above may not be made until shareholder approval of an amendment to the 2012 Plan to increase the share reserve. If shareholder approval is necessary for the Restricted Stock or RSU awards described above and is not obtained during the calendar year in which an award is required to be made, the Company may pay a cash award of equivalent value.

If you accept our offer of employment, you will be an employee-at-will, meaning that either you or the Company may terminate our relationship at any time for any reason, with or without cause. If your employment is terminated without cause (to be defined in the Employment Agreement), you will receive 12 months salary as severance.

If you accept employment with the Company, this offer letter, in conjunction with an Employment Agreement that embodies substantially the same terms, will set forth the terms of your employment. This letter and Employment Agreement will supersede any previous discussions or offers, no matter what their source. Any future modifications of or additions to the terms set forth in this letter or your Employment Agreement will be of no effect unless in writing and signed by you and an officer of the Company.

I hope that you will accept this offer and look forward to a productive and mutually beneficial working relationship. Please let me know if I can answer any questions for you about any of the matters outlined in this letter.

Sincerely,

/s/ Charles L. Nuzum

Charles L. Nuzum
On Behalf of the Compensation Committee

ACCEPTANCE

I accept employment with Predictive Oncology, Inc. under the terms set forth in this letter:

Signed: /s/ J. Melville Engle

March 19, 2021

Predictive Oncology Inc. Announces New CEO

Minneapolis, March 23 2021 - Predictive Oncology (NASDAQ: POAI), a knowledge-driven company focused on applying artificial intelligence to personalized medicine and drug discovery, is excited to announce today that they have appointed J. Melville (“Mel”) Engle as Chief Executive Officer of the company.



In addition to being named CEO, Mr. Engle will retain his role of Chairman of the Board. Mr. Engle joined POAI’s Board of Directors in October, 2016 and was appointed Chairman of the Board in January, 2020.

Mr. Engle has over 20 years’ experience in leadership roles in both the biotechnology and healthcare industries. He has extensive experience in turning companies around and driving sales. He has served in top level capacities e.g., President, CEO, Director, Chairman of the Board, CFO, Regional Director (North America), Managing Director (Canada) and Senior VP of Sales (US) and has launched hundreds of products. Mr. Engle replaces Dr. Carl I. Schwartz, who has retired.

Mr. Engle was previously the Chief Executive Officer of Engle Strategic Solutions (www.engagestrategicsolutions.com) where his practice specialized in consulting and coaching for CEOs and business owners. Prior to starting his consulting practice in 2012, Mr. Engle was CEO, Chief Executive Officer of Thermogenesis, a Nasdaq-listed company. Thermogenesis designed, developed and sold medical devices that enabled the practice of regenerative medicine.

In 2002, Mr. Engle was recruited by Merck KGaA to serve as President and CEO of Dey L.P, a division of Merck. Dey L.P, was a pharmaceutical company focused on the development and commercialization of products for respiratory, allergy and other breathing disorders. Mr. Engle was instrumental in transforming Dey's company strategy from 90% commodity generics to 90% branded products, resulting in consecutive years of significant growth. During Mr. Engle's tenure, sales increased from \$250 million to over \$600 million. Dey L.P. was a cornerstone company with the Merck Generics Group (MGG), a division of Merck KGaA. Mr. Engle was also Regional Director, North America for MGG, and led all of their North American businesses, specifically Dey L.P., Genpharm, Inc. (Canada) and Genpharm, L.P. (U.S.) with total sales of \$800 million and 1,200 employees. From 1980 to 1994, Mr. Engle was a senior executive with Allergan, Inc. Allergan marketed branded eye care pharmaceuticals, surgical and diagnostic equipment, dermatological products, and Botox. Mr. Engle played key roles within the organization as CFO, Managing Director, Canada (located in Toronto), Senior Vice President, Latin America/Canada, and Senior Vice President, U.S. Sales.

"We are excited to bring in Mr. Engle's significant experience in key facets sought by emerging biotech companies. His leadership and expertise in the biopharmaceutical industry, as well as his knowledge of efficient execution strategies will be invaluable," said Bob Myers, Chief Financial Officer.

"I believe that Predictive Oncology is positioned for success and I look forward to working with our team to achieve its strategic short- and long-term objectives. I am excited about the prospects of making a positive impact in enhancing the value for our stakeholders," said Mr. Engle.

About Predictive Oncology Inc.

Predictive Oncology (NASDAQ: POAI) operates through three segments (Skyline, Helomics and Soluble Biotech), which contain four subsidiaries: Helomics, TumorGenesis, Skyline Medical and Soluble Biotech.

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. TumorGenesis Inc. specializes in cell culture media that help cancer cells grow and retain their DNA/RNA and proteomic signatures, providing researchers with a tool to expand and study cancer cell types found in tumors of the blood and organ systems of all mammals, including humans. Skyline Medical 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. Soluble Biotech is a provider of soluble and stable formulations for proteins including vaccines, antibodies, large and small proteins, and protein complexes.

Forward-Looking Statements

Certain matters discussed in this release contain forward-looking statements. These forward-looking statements reflect our current expectations and projections about future events and are subject to substantial risks, uncertainties and assumptions about our operations and the investments we make. All statements, other than statements of historical facts, included in this press release regarding our strategy, future operations, future financial position, future revenue and financial performance, projected costs, prospects, plans and objectives of management are forward-looking statements. The words “anticipate,” “believe,” “estimate,” “expect,” “intend,” “may,” “plan,” “would,” “target” and similar expressions are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words. Our actual future performance may materially differ from that contemplated by the forward-looking statements as a result of a variety of factors including, among other things, factors discussed under the heading “Risk Factors” in our filings with the SEC. Except as expressly required by law, the Company disclaims any intent or obligation to update these forward-looking statements.

Investor Relations Contact:

Landon Capital
Keith Pinder
(404) 995-6671
kpinder@landoncapital.net
