

PATENT ASSIGNMENT AND LICENSE AGREEMENT

This Patent Assignment and License Agreement (“**Agreement**”), dated as of [●], 2024 (the “**Effective Date**”), is by and between **Sirnaomics, Inc.**, a Delaware corporation, with offices located at 20511 Seneca Meadows Parkway, Suite 200, Germantown, MD 20876 USA (“**Sirnaomics**”), and **Sagesse Bio, Inc.**, a Delaware corporation, with offices located at 5313 Shadow Glen Dr., Grapevine, TX 76051 USA (“**Sagesse**”) (collectively, the “**Parties**,” or each, individually, a “**Party**”).

WHEREAS, Sirnaomics owns all right, title, and interest in and to the Assigned Patents.

WHEREAS, Sirnaomics owns all right, title, and interest in and to, and has the right to license to Sagesse, the Licensed Patents.

WHEREAS, Gore Range Capital LLC, a Delaware limited liability company (“**Gore Range**”), and its Affiliates and Sirnaomics have agreed as founders to establish Sagesse for the initial purpose of advancing a Sirnaomics’ RNAi therapeutic product in several indications in medical dermatology, plastic surgery and aesthetic medicine.

WHEREAS, Sirnaomics and Sagesse desire that Sagesse should own and practice the Assigned Patents.

WHEREAS, Sagesse wishes to practice the Licensed Patents in the Field of Use in the Territory in connection with the Licensed Products and Sirnaomics is willing to grant to Sagesse a license to and under the Licensed Patents on the terms and conditions set forth in this Agreement; and

WHEREAS, in consideration for the assignment of the Assigned Patents to Sagesse and the license of the Licensed Patents to Sagesse, Sirnaomics desires to enter into that certain Subscription Agreement with Sagesse as of the Effective Date (the “**Subscription Agreement**”) to purchase and subscribe for shares of Sagesse Common Stock as described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and in the Subscription Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

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

“**Action**” has the meaning set forth in Section 14.1.

“**Affiliate**” of a Person means any other Person that, at any time during the Term, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” for purposes of this Agreement means 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, and “controlled by” and “under common control with” have correlative meanings. For the avoidance of doubt, Affiliates of Sirnaomics do not include: (a) RNAimmune, Inc., a Delaware (USA) corporation, and its subsidiaries; and (b) EDIRNA, Inc., a Delaware (USA) corporation, and its subsidiaries.

“**Agreement**” has the meaning set forth in the preamble of this Agreement.

“Assigned Patents” means (i) the patents and patent applications listed in Schedule A, (ii) all patents issuing from the patent applications listed in Schedule A, (iii) all continuations, continuations-in-part, divisions, extensions, substitutions, foreign counterpart patents and applications, reissues, re-examinations, and renewals of any of the foregoing in clauses (i) and (ii); and (iv) any patents issuing from any applications filed within ten (10) years after the Effective Date that claim domestic benefit or foreign priority from any of the patents or patent applications identified in Schedule A or from which any of the patents or patent applications identified in Schedule A claim domestic benefit or foreign priority.

“Bankruptcy Code” has the meaning set forth in Section 16.1.

“Business Day” means a day other than a Saturday, Sunday, or other day on which commercial banks in New York, NY, are authorized or required by Law to be closed for business.

“Confidential Information” means all non-public, confidential, or proprietary information of the Disclosing Party, whether in oral, written, electronic, or other form or media, whether or not such information is marked, designated, or otherwise identified as “confidential” and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, in each case to the extent it is: (a) if in tangible form, marked as confidential; or (b) identified at the time of disclosure as confidential and confirmed in writing as such within thirty (30) days after disclosure.

Confidential Information does not include information that the Receiving Party can demonstrate by documentation: (i) was already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (ii) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; (iii) was or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; or (iv) was received by the Receiving Party from a third party who was not, at the time of receipt, under any obligation to the Disclosing Party or any other Person to maintain the confidentiality of such information.

“Disclosing Party” has the meaning set forth in Section 11.1.

“Effective Date” has the meaning set forth in the preamble of this Agreement.

“FDA” means the United States Food and Drug Administration.

“Field of Use” means the development, marketing, sale, and licensing of products and services that employ the STP 705 nanoparticle formulation (consisting of the two current duplex siRNAs, one targeting only TGFbeta and the other targeting only Cox2, or of one of those siRNAs targeting TGFbeta or Cox2 only, formulated in nanoparticles with the H3K4b polypeptide), to destroy, reduce, dismantle, or remodel adipose tissue in any area of the body, including but not limited to adipose tissue associated with genetic disorders, metabolic disturbances, or simple fat pockets, such tissue being visceral, subcutaneous, or cavities.

“Gore Range” has the meaning set forth in the recitals of this Agreement.

“Governmental Authority” means any federal, state, national, supranational, local, or other government, whether domestic or foreign, including any subdivision, department, agency, instrumentality, authority (including any regulatory authority), commission, board, or bureau thereof, or any court, tribunal, or arbitrator.

“Improvement” means any modification of or any improvement or enhancement to the Know-How or to the technology that is the subject of the Assigned Patents or Licensed Patents, conceived, made, or reduced to practice within ten (10) years after the Effective Date.

“Indemnitee” means a Sagesse Indemnitee or a Sirnaomics Indemnitee.

“Know-How” means, solely to the extent related to the use of the Assigned Patents or Licensed Patents in the Field of Use, any and all know-how, technology, inventions, discoveries, ideas, processes, methods, designs, plans, instructions, specifications, formulas, testing and other protocols, settings, and procedures, and other scientific or technical confidential or proprietary information, all to extent owned or developed by Sirnaomics on or before the date hereof.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

“Licensed Patents” means (i) the patents and patent applications listed in Schedule B, (ii) all patents issuing from the patent applications listed in Schedule B, (iii) all continuations, continuations-in-part, divisions, extensions, substitutions, foreign counterpart patents and applications, reissues, re-examinations, and renewals of any of the foregoing in clauses (i) and (ii), (iv) any patents issuing from any applications filed within ten (10) years after the Effective Date that claim domestic benefit or foreign priority from any of the patents or patent applications identified in Schedule B or from which any of the patents or patent applications identified in Schedule B claim domestic benefit or foreign priority, and (v) any patents and patent applications owned by or licensed to Sirnaomics that are necessary for practicing inventions disclosed in the Assigned Patents in the Field of Use.

“Licensed Products” means any product (a) the manufacture, use, offer for sale, sale, or importation of which by Sagesse would, in the absence of a license granted under, or ownership of, a Licensed Patent, an Assigned Patent, or an Improvement, infringe a Valid Claim; or (b) that incorporates or embodies any Know-How or any Improvement.

“Losses” means all losses, damages, liabilities, costs, and expenses, including reasonable attorneys’ fees and other litigation costs.

“Milestone Payments” has the meaning set forth in Section 7.2.

“NDA” has the meaning set forth in Section 7.2(b).

“Qualified Financing” has the meaning set forth in Section 7.2(a).

“Party” and **“Parties”** have the meanings set forth in the preamble of this Agreement.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

“Receiving Party” has the meaning set forth in Section 11.1.

“Representatives” means a Party’s and its Affiliates’ employees, officers, directors, consultants, and legal advisors.

“Sagesse” has the meaning set forth in the preamble of this Agreement.

“**Sagesse Common Stock**” means Class A Common Stock or Class B Common Stock of Sagesse, each with par value US\$0.00001 per share.

“**Sagesse Indemnatee**” has the meaning set forth in Section 14.1.

“**Sirnaomics**” has the meaning set forth in the preamble of this Agreement.

“**Sirnaomics Indemnatee**” has the meaning set forth in Section 14.1.

“**Stock Consideration**” has the meaning set forth in Section 7.1.

“**Sublicensee**” means any Person that is granted, in whole or in part, by Sagesse a license or a sublicense under the Assigned Patents, Licensed Patents, Improvements, or Know-How under this Agreement.

“**Subscription Agreement**” has the meaning set forth in the recitals of this Agreement.

“**Term**” has the meaning set forth in Section 15.1.

“**Territory**” means worldwide, without limitation.

“**Valid Claim**” means a claim of an unexpired issued or granted Licensed Patent, as long as the claim has not been admitted by Sirnaomics or otherwise caused to be invalid or unenforceable through reissue, disclaimer, or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

2. Patent Assignment.

2.1 Assignment. Subject to the terms and conditions of this Agreement, Sirnaomics hereby irrevocably conveys, transfers, and assigns to Sagesse, and Sagesse hereby accepts, all of Sirnaomics’ right, title, and interest in and to the Assigned Patents and to:

(a) all rights of any kind whatsoever of Sirnaomics accruing under any of the Assigned Patents provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world;

(b) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(c) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2.2 Recordation and Further Actions. Sirnaomics hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register a Patent Assignment in the form provided in Exhibit A upon request by Sagesse. Following the Effective Date, Sirnaomics shall take such steps and actions, and provide such cooperation and assistance to Sagesse and its successors, assigns, and legal

representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Sagesse, or any assignee or successor thereto.

3. Patent License Grant.

3.1 Scope of Grant. Subject to the terms and conditions of this Agreement, Sirnaomics, on behalf of itself and its Affiliates, hereby grants to Sagesse and its Affiliates during the Term an exclusive, fully-paid-up, perpetual, sublicensable right and license under the Licensed Patents to make, have made, use, offer to sell, sell, and import Licensed Products in the Field of Use in the Territory and to use the Know-How solely in connection with the Licensed Products in the Field of Use.

3.2 No Implied Rights. Nothing contained in this Agreement confers or will be construed to confer any rights or licenses by implication, estoppel or otherwise, in, to or under any intellectual property rights, other than the rights and licenses expressly granted in this Agreement. All rights not expressly granted by a Party under this Agreement are reserved to such Party.

4. Licensing and Sublicensing. Sagesse may grant licenses and sublicenses under the rights and licenses granted in Sections 2 and 3. The granting of licenses and sublicenses will be at Sagesse's sole and exclusive discretion, and Sagesse will have the sole and exclusive power to determine the applicable licensee fees or royalty rates, if any, and other terms and conditions of the sublicense consistent with this Agreement. Sagesse shall remain primarily liable to Sirnaomics for all of Sagesse's duties and obligations in this Agreement. Sagesse shall deliver to Sirnaomics a true, complete, and correct copy of each license and sublicense hereunder, and any modification or termination thereof, within thirty (30) days following the applicable execution, modification, or termination thereof.

5. Know-How Transfer. Promptly after the Effective Date, Sirnaomics shall disclose the Know-How to Sagesse in such form and media as Sagesse may reasonably request for use in the Field of Use. For the avoidance of doubt, all Know-How disclosed to Sagesse hereunder is Sirnaomics' Confidential Information and subject to the confidentiality and non-disclosure obligations between the Parties, and Sagesse's use of any documentation, materials, or other information concerning the Know-How provided under this Section 5 is subject to and limited by the terms and conditions of this Agreement, including the scope of the license expressly granted under Section 3. Upon Sagesse's reasonable request during the Term, Sirnaomics shall make available one or more of its technical personnel to provide Sagesse with reasonable technical assistance concerning the Know-How that is applicable to the Licensed Products in the Field of Use and for technical assistance in the prosecution of the Assigned Patents and other applications in the Field of Use. Sirnaomics shall provide such technical assistance at no additional cost to Sagesse, except that Sagesse shall reimburse Sirnaomics for reasonable travel and other out-of-pocket expenses incurred by Sirnaomics' technical personnel in providing such technical assistance.

6. Improvements.

6.1 Notice of Improvements. If a Party files a patent application anywhere in the Territory for any Improvement, such Party shall provide written notice to the other Party within sixty (60) days after the filing date of the patent application, with a copy of the patent application and such other details of the Improvement as the other Party reasonably requires to effectively evaluate the Improvement.

6.2 Ownership of Improvements. All right, title, and interest in any Improvement conceived, made, or reduced to practice by a Party during the Term, and all patents and patent applications claiming any such Improvements, will, as between the Parties, remain the sole and exclusive property of such Party.

6.3 Access to Improvements. Any Improvement conceived, made, or reduced to practice by Sirnaomics, and all patents and patent applications claiming any such Improvement, shall be automatically included as Know-How or Licensed Patents for purposes of Sections 3 and 5. Sagesse hereby grants to Sirnaomics and its Affiliates a fully-paid-up, perpetual, sublicensable right and license under any Improvement conceived, made, or reduced to practice by Sagesse, and under all patents and patent applications claiming any such Improvement, to make, have made, use, offer to sell, sell, and import products and services outside the Field of Use, and with the right to sublicense through multiple tiers. Such right and license to Sirnaomics and its Affiliates shall be (a) non-exclusive with respect to any Improvement arising out of the Assigned Patents and (b) exclusive with respect to any Improvement arising out of the Licensed Patents.

7. Consideration.

7.1 Stock Consideration. As consideration for the patent assignment pursuant to Section 2 and the patent license grant pursuant to Section 3, Sagesse and Sirnaomics shall enter into the Subscription Agreement as of the Effective Date, pursuant to which Sagesse shall agree to issue, and issue, to Sirnaomics shares of Sagesse Common Stock (the “**Stock Consideration**”). Sagesse is seeking to raise capital through the Qualified Financing at a minimum valuation of approximately US\$60 million, which would implicitly value the Stock Consideration at approximately US\$36 million.

7.2 Milestone Payments. As additional consideration for the patent assignment pursuant to Section 2 and the patent license grant pursuant to Section 3, Sagesse shall make to Sirnaomics the following three (3) one-time payments, by wire transfer to a bank account designated in writing by Sirnaomics, on the terms and subject to the conditions set forth below (the “**Milestone Payments**”):

(a) an amount (not to exceed US\$3 million) equivalent to ten percent (10%) of the total amount raised by Sagesse and its Affiliates, payable to Sirnaomics within ten (10) Business Days following the closing of an equity or debt financing by third-party investors (other than Gore Range and its Affiliates) at a minimum pre-financing valuation of US\$60 million (whether in a single transaction or a series of related transactions) (the “**Qualified Financing**”).

(b) an amount equal to US\$10 million, payable to Sirnaomics within ten (10) Business Days following the approval of Sagesse’s first New Drug Application (“**NDA**”) in the United States; and

(c) an amount equal to US\$20 million, payable to Sirnaomics within ten (10) Business Days following the achievement by Sagesse and its Affiliates and Sublicensees of gross revenues from the sale of Licensed Products in excess of US\$100 million during a period of twelve (12) months, as reflected in unaudited financial statements of Sagesse prepared in the ordinary course of business in accordance with U.S. generally accepted accounting principles and consistent with past practice.

8. Patent Prosecution and Maintenance.

8.1 Patent Prosecution and Maintenance. Subject to Section 8.2, for each patent application and patent included within the Licensed Patents, Sirnaomics shall:

(a) prepare, file, prosecute, and maintain such Licensed Patent at its sole cost and expense using reasonable care and skill.

(b) keep Sagesse currently informed of the filing and progress of all material aspects of the prosecution of such patent application and the issuance of patents from any such patent application.

(c) at Sagesse's request, provide Sagesse with a copy of such patent application, amendments thereto, and other material correspondence to and from patent offices, and, to the extent reasonably practicable, permit Sagesse an opportunity to offer its comments thereon before making a submission to a patent office and Sirnaomics shall consider in good faith Sagesse's comments; and

(d) shall not sell, assign, license, encumber, or otherwise take any action that affects the license granted herein.

8.2 Abandonment. If Sirnaomics plans to abandon any patent application or patent included within the Licensed Patents in the Territory, Sirnaomics shall notify Sagesse in writing at least thirty (30) days in advance of the due date of any payment or other action that is required to prosecute and maintain such Licensed Patent. Following such notice, Sagesse will have the right, in its sole discretion, to assume control and direction of the prosecution and maintenance of such Licensed Patent at its sole cost and expense in such country, and Sirnaomics shall, at Sagesse's request, assign to Sagesse such patent application or patent. Effective as of the effective date of any such assignment under this Section 8.2, such patent application or patent shall no longer be a Licensed Patent.

9. Enforcement of Licensed Patents.

9.1 Notice of Infringement or Third-Party Claims. If either Party becomes aware of any suspected infringement of any Licensed Patent by a third party in the Field of Use in the Territory, or (b) any claim that any Licensed Patent is invalid or unenforceable, such Party shall promptly notify the other Party and provide it with all details of such infringement or claim, as applicable, that are known by such Party.

9.2 Right to Bring Action or Defend. Sirnaomics shall have the first right, but not the obligation, to bring an infringement action to enforce any Licensed Patent, defend any declaratory judgment action concerning any Licensed Patent, and take any other lawful action reasonably necessary to protect, enforce, or defend any Licensed Patent, and control the conduct thereof. Notwithstanding the foregoing, if Sirnaomics does not bring action with respect to any commercially significant third-party infringement within the Field of Use within ninety (90) days of a request by Sagesse, or earlier notifies Sagesse in writing of its intent not to do so, then Sagesse shall have the right, but not the obligation, to bring such an action and to control the conduct thereof with respect to such third-party infringement within the Field of Use.

9.3 Cooperation, Recovery, and Settlement. In the event Sagesse undertakes the enforcement or defense of any Licensed Patent in accordance with Section 9.2:

(a) Sirnaomics shall provide all reasonable cooperation and assistance, at Sagesse's expense, including providing access to relevant documents and other evidence, making its employees available at reasonable business hours, and being joined as a party to such action as necessary to establish standing.

(b) any recovery, damages, or settlement derived from such suit, action, or other proceeding will be retained by Sagesse without accounting to Sirnaomics; and

(c) Sagesse may settle any such suit, action, or other proceeding, whether by consent order, settlement, or other voluntary final disposition, with the prior written approval of Sirnaomics, such approval not to be withheld, delayed, or conditioned unreasonably.

10. Compliance with Laws.

10.1 Patent Marking. Sagesse shall comply with the patent marking provisions of 35 U.S.C. § 287(a) by marking all Licensed Products with the word “patent” or the abbreviation “pat.” and either the relevant Licensed Patents or a web address that is freely accessible to the public and that lists the relevant Licensed Patents.

10.2 Recordation of License. If recordation of this Agreement or any part of it with a national or supranational Governmental Authority is necessary for Sagesse to fully enjoy the rights, privileges, and benefits of this Agreement, Sirnaomics shall, at its own expense, record this Agreement or all such parts of this Agreement and information concerning the license granted hereunder with each such appropriate national or supranational Governmental Authority.

11. Confidentiality.

11.1 Confidentiality Obligations. Each Party (the “Receiving Party”) acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other Party (the “Disclosing Party”) in connection with the performance of this Agreement. As a condition to being furnished with Confidential Information, the Receiving Party shall, during the Term and for five (5) years thereafter:

(a) not use the Disclosing Party’s Confidential Information other than as strictly necessary to exercise its rights and perform its obligations under this Agreement; and

(b) maintain the Disclosing Party’s Confidential Information in strict confidence and, subject to Section 11.2, not disclose the Disclosing Party’s Confidential Information without the Disclosing Party’s prior written consent; *provided, however*, the Receiving Party may disclose the Confidential Information to its Representatives who:

(i) have a need to know the Confidential Information for purposes of the Receiving Party’s performance, or exercise of its rights with respect to such Confidential Information, under this Agreement.

(ii) have been apprised of this restriction; and

(iii) are themselves bound by written nondisclosure obligations at least as restrictive as those set forth in this Section 11, *provided further* that the Receiving Party will be responsible for ensuring its Representatives’ compliance with, and will be liable for any breach by its Representatives of, this Section 11.

The Receiving Party shall use reasonable care, at least as protective as the efforts it uses with respect to its own confidential information, to safeguard the Disclosing Party’s Confidential Information from use or disclosure other than as permitted hereby.

11.2 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(a) provide prompt written notice to the Disclosing Party so the Disclosing Party may seek a protective order or other appropriate remedy or waive its rights under this Section 11; and

(b) disclose only the portion of Confidential Information it is legally required to furnish.

If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance under this Section 11, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering.

(b) it has, and throughout the Term will retain, the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder.

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action of the Party; and

(d) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of that Party, enforceable against that Party in accordance with its terms.

12.2 Sirnaomics' Representations and Warranties. Sirnaomics represents and warrants to Sagesse that:

(a) The patents and patent applications identified on Schedule B are all the patents and patent applications owned by Sirnaomics or its Affiliates that are necessary or useful for Sagesse to make, use, offer to sell, sell, and import the Licensed Products in the Field of Use in the Territory.

(b) it is the sole and exclusive owner of the entire right, title, and interest in and to the Licensed Patents.

(c) it has, and throughout the Term will retain, the right to grant the license granted to Sagesse hereunder, and it has not granted, and is not under any obligation to grant, to any third party any license, lien, option, encumbrance, or other contingent or non-contingent right, title, or interest in or to the Licensed Patents that conflicts with the rights and licenses granted to Sagesse hereunder; and

(d) there is no settled, pending, or, to Sirnaomics' knowledge, threatened litigation, claim, or proceeding alleging that any Licensed Patent Right is invalid or unenforceable (including any interference, nullity, opposition, *inter partes*, or post-grant review or similar invalidity or patentability proceedings before the United States Patent and Trademark Office or any

foreign patent office) office), and it has no knowledge of any factual, legal, or other reasonable basis for any such litigation, claim, or proceeding.

13. Exclusion of Consequential and Other Direct Damages. TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER SAGESSE NOR SIRNAOMICS WILL BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE AND THE PARTY AGAINST WHOM LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED REMEDY OF ITS ESSENTIAL PURPOSE.

14. Indemnification, Insurance.

14.1 Indemnification. Sirnaomics shall indemnify, defend, and hold harmless Sagesse and its Affiliates, and each of Sagesse's and its Affiliates' respective officers, directors, managers, employees, agents, successors, and assigns (each, an "***Sagesse Indemnitee***") against all Losses arising out of or resulting from any third-party claim, suit, action, or proceeding (each an "***Action***") related to, arising out of, or resulting from Sirnaomics' material breach of any representation, warranty, covenant, or obligation under this Agreement or from any use by Sirnaomics or its Affiliates or licensees of any Improvements of Sagesse. Sagesse shall indemnify, defend, and hold harmless Sirnaomics and its Affiliates, and each of Sirnaomics' and its Affiliates' respective officers, directors, managers, employees, agents, successors, and assigns (each, an "***Sirnaomics Indemnitee***") against all Losses arising out of or resulting from any Action related to, arising out of, or resulting from Sagesse's material breach of any representation, warranty, covenant, or obligation under this Agreement, from any use by or on behalf of Sagesse or its Affiliates or Sublicensees of any Assigned Patents or Licensed Patents, or of any Confidential Information, Improvements, or Know-How of Sirnaomics or its Affiliates, or from any use, sale, transfer, or other disposition by or on behalf of Sagesse or its Affiliates or Sublicensees of any Licensed Product or any other product or service made or provided by use of any Assigned Patents or Licensed Patents, or of any Confidential Information, Improvements, or Know-How of Sirnaomics or its Affiliates.

14.2 Indemnification Procedure. An Indemnitee shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of the Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of any Indemnitee without the Indemnitee's prior written consent, which consent may not be unreasonably withheld, conditioned, or delayed. The Indemnitee's failure to perform any obligations under this Section 14.2 shall not relieve the indemnifying party of its obligation under this Section 14.2 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of the failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

14.3 Insurance. During the Term, each Party shall obtain and maintain, at its sole cost and expense, insurance (including any self-insured arrangements) in types and amounts, that are reasonable

and customary in the United States pharmaceutical and biotechnology industry for companies engaged in comparable activities.

15. Term and Termination.

15.1 Term. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with Section 15.2, will continue in full force and effect on a Licensed Product-by-Licensed Product and country-by-country basis until the expiration of the last to expire Valid Claim of a Licensed Patent in such country (the “**Term**”).

15.2 Termination.

(a) Sagesse may terminate this Agreement with respect to the license of the Licensed Patents at any time without cause, and without incurring any additional obligation, liability, or penalty, by providing at least sixty (60) days prior written notice to Sirnaomics.

(b) Sagesse or Sirnaomics may terminate this Agreement with respect to the license of the Licensed Patents on written notice to the other Party if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice thereof; *provided, however*, that termination shall not be an exclusive remedy for the other Party’s material breach of this Agreement, but is in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

(c) Sirnaomics may terminate this Agreement with respect to the license of the Licensed Patents on written notice to Sagesse upon the occurrence of any of the following events:

(i) if the milestone payment pursuant to Section 7.2(a) has not been paid by Sagesse to Sirnaomics (1) within ten (10) Business Days following the closing in full of a Qualified Financing or (2) by January 15, 2026, if a Qualified Financing has not closed in full on or before December 31, 2025, whichever occurs first, unless Sagesse elects, in its sole discretion, to pay the maximum Milestone Payment of US\$3 Million described in Section 7.2(a);

(ii) if an Investigational New Drug (IND) Application for a Licensed Product is not filed by Sagesse with the FDA on or before June 30, 2026, *provided, however*, that any delay in such filing is not caused by any material failure or delay on the part of Sirnaomics; or

(iii) if the gross revenues from the sale of Licensed Products do not exceed US\$100 million during a period of twelve (12) months before the end of the seventh (7th) year following NDA approval, unless Sagesse elects, in its sole discretion, to pay the Milestone Payment described in Section 7.2(c) without first achieving such gross revenues threshold;

provided further that, in respect of each event described in the above clauses, Sagesse does not cure the respective failure within sixty (60) days after receiving written notice thereof.

(d) Either Party may terminate this Agreement with respect to the license of the Licensed Patents, effective immediately, if the other Party: (i) is dissolved or liquidated or takes

any corporate action for such purpose; (ii) becomes insolvent; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

15.3 Effect of Termination.

(a) On any expiration or termination of the entirety of this Agreement, the Receiving Party shall (i) return to the Disclosing Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the Disclosing Party's Confidential Information; (ii) permanently erase the Disclosing Party's Confidential Information from its computer systems; and (iii) certify in writing to the Disclosing Party that it has complied with the requirements of this Section 15.3; and

(b) If Sirnaomics terminates this Agreement under Sections 15.2(b), 15.2(c), or 15.2(d), or if Sagesse terminates this Agreement under Section 15.2(a), (i) the license to the Licensed Patents shall terminate and Sirnaomics shall assume any sublicenses thereunder entered into by Sagesse, (ii) Sagesse, at Sirnaomics' request, shall assign and transfer to Sirnaomics any and all of the Assigned Patents and Improvements thereto and Sirnaomics shall assume any licenses thereunder entered into by Sagesse, and (iii) Sirnaomics, at Sagesse's request, shall forfeit all right, title, and interest in and to the Stock Consideration. Sagesse and Sirnaomics each agree to execute such documents and to take such further action as may be necessary to accomplish the foregoing.

15.4 Expiration. At the expiration of the last patent to expire under the Licensed Patents in any country in the Territory with respect to any Licensed Product, provided that this Agreement is not then terminated, Sagesse will have a perpetual, irrevocable, fully paid-up, royalty-free right and license to subsequently make, use, offer to sell, sell, and import in the Field of Use in that country any and all products that were previously Licensed Products and shall have no further obligations to Sirnaomics in the Field of Use in that country with respect to such Licensed Patents or such Licensed Products.

15.5 Survival. The rights and obligations of the Parties set forth in this Section 15.5 and Section 1 (Definitions), Section 11 (Confidentiality), Section 12 (Representations and Warranties), Section 14 (Indemnification), Section 15.3 (Effect of Termination), Section 15.4 (Expiration), and Section 16 (Miscellaneous), and any right, obligation, or required performance of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

16. Miscellaneous.

16.1 Bankruptcy. All rights and licenses granted by Sirnaomics under this Agreement are and will be deemed to be rights and licenses to "intellectual property" as such term is used in, and interpreted under, Section 365(n) of the United States Bankruptcy Code (the "**Bankruptcy Code**") (11 U.S.C. § 365(n)). Sagesse has all rights, elections, and protections under the Bankruptcy Code and all other bankruptcy, insolvency, and similar laws with respect to the Agreement, and the subject matter hereof. Without limiting the generality of the foregoing, Sirnaomics acknowledges and agrees that, if Sirnaomics or its estate shall become subject to any bankruptcy or similar proceeding:

(a) subject to Sagesse's rights of election under Section 365(n), all rights, licenses, and privileges granted to Sagesse under this Agreement will continue subject to the

respective terms and conditions hereof, and will not be affected, even by Sirnaomics' rejection of this Agreement; and

(b) Sagesse shall be entitled to a complete duplicate of, or complete access to, as appropriate, all such intellectual property and embodiments of intellectual property, which, if not already in Sagesse's possession, shall be promptly delivered to Sagesse or its designee, unless Sirnaomics elects to and does in fact continue to perform all of its obligations under this Agreement.

16.2 Further Assurances. Each Party shall, upon the reasonable request, and at the sole cost and expense, of the other Party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

16.3 Independent Contractors. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement creates any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party has authority to contract for or bind the other Party in any manner whatsoever.

16.4 No Public Statements. Unless required otherwise by applicable law or regulations, neither Party may issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party's trademarks, service marks, trade names, logos, domain names, or other indicia of source, association, or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably withheld, conditioned, or delayed.

16.5 Notices. All notices, requests, consents, claims, demands, waivers, and other communications (other than routine communications having no legal effect) must be in writing and sent to the respective Party at the addresses indicated below (or such other address for a Party as may be specified in a notice given in accordance with this Section):

If to Sirnaomics: Sirnaomics, Inc.
20511 Seneca Meadows Parkway
Suite 200
Germantown, MD 20876, USA
Attention: President/CFO/Secretary
Email: plu@sirnaomics.com and order@sirnaomics.com

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

Rimon, PC
1050 Connecticut Ave NW, Suite 500
Washington, D.C. 20036
Attention: Samuel B. Sterrett, Jr.
Email: sandy.sterrett@rimonlaw.com

If to Sagesse: Sagesse Bio, Inc.
5313 Shadow Glen Dr.
Grapevine, TX 76051
Attention: Chief Executive Officer
Email: jonmeneese@gmail.com

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

Munck Wilson Mandala, LLP
12770 Coit Road, Suite 600
Dallas, TX 75251
Attention: Randall G. Ray
Email: rray@munckwilson.com

Notices sent in accordance with this Section 16.5 will be deemed effective: (a) when received or delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email 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 fifteenth (15th) Business Day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

16.6 Interpretation and Construction. The following rules of interpretation and construction apply to this Agreement: (a) any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement; (b) all references in this Agreement to a Section, Schedule, or Exhibit are intended to refer to a Section, Schedule, or Exhibit of this Agreement, unless otherwise indicated; (c) the headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement; (d) the words “herein,” “hereof,” “hereunder,” and other words of similar import refer to this Agreement as a whole and not to any particular Section or other subdivision; (e) an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; (f) a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder; (g) the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation” if such words or the equivalent thereof are not present; (h) the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or;” (i) whenever the context requires, the singular number shall include the plural, and vice versa, the masculine gender shall include the feminine and neuter genders, the feminine gender shall include the masculine and neuter genders, and the neuter gender shall include the masculine and feminine genders; (j) captions and headings are only for reference; and (k) unless the context requires otherwise, all references to “years,” “months,” or “days” shall mean “calendar years,” “calendar months,” and “calendar days,” respectively.

16.7 Entire Agreement. This Agreement, together with all Schedules and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule or other document, the following order of precedence will govern: (a) first, this Agreement, excluding its Schedules; and (b) second, the Schedules to this Agreement as of the Effective Date.

16.8 Assignment. Sagesse may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Sirnaomics’ consent but with written notice to Sirnaomics. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

16.9 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to

or will confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under, or by reason of this Agreement.

16.10 Amendment; Modification; Waiver. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the waiving Party. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16.11 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.12 Governing Law; Submission to Jurisdiction.

(a) This Agreement and all related documents are governed by, and construed in accordance with, the laws of the State of Delaware, United States of America, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware.

(b) The Parties (i) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of the State of Delaware and to the jurisdiction of the U.S. District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of the State of Delaware or the U.S. District Court for the District of Delaware, and (iii) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

16.13 Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND ANY OF THE TRANSACTION DOCUMENTS OR THE CONTRIBUTION OR THE OTHER TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE, AGENT, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE SUCH WAIVERS, (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVERS, (C) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (D) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 16.13.

16.14 Equitable Relief. Each Party acknowledges that a breach by the other Party of this Agreement may cause the non-breaching Party irreparable harm, for which an award of damages would not be adequate compensation, and agrees that, in the event of such a breach or threatened breach, the non-breaching Party will be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance, and any other relief that may be available from any court in the United States, and the Parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies are not exclusive but are in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

16.15 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will be deemed to be one and the same agreement. Counterparts may be delivered via facsimile, e-mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Effective Date.

SIRNAOMICS, INC.

By: _____
Yang (Patrick) Lu, PhD
President and Chief Executive Officer

SAGESSE BIO, INC.

By: _____
Jon Meneese
President and Chief Executive Officer

SCHEDULE A

ASSIGNED PATENTS

JURISDICTION	APPLICATION	PUBLICATION	TITLE
United States	18/35,5280	US2023/0365969	Methods for inducing adipose tissue remodeling using RNAi therapeutics
China	CN202111623068.1	CN116350650A	Application of nucleic acid preparation in remodeling or finishing adipose tissue
EPO	EP22896808.7	WO2023092142A8	Methods for inducing adipose tissue remodeling using RNAi therapeutics

SCHEDULE B

LICENSED PATENTS

JURISDICTION	APPLICATION	PATENT	TITLE
United States	13/695,073	US 9,642,873	Combinations of TGF β and COX-2 inhibitors and methods for their therapeutic application
United States	16/343,309	US 11,697,813	Pharmaceutical compositions and methods of use for activation of human fibroblast and myofibroblast apoptosis

EXHIBIT A

PATENT ASSIGNMENT

PATENT ASSIGNMENT

This PATENT ASSIGNMENT ("***Patent Assignment***"), dated as of [●], 2024, is made by **Sirnaomics, Inc.**, a Delaware corporation, located at 20511 Seneca Meadows Parkway, Suite 200, Germantown, MD 20876 ("***Seller***"), in favor of **Sagesse Bio, Inc.**, a Delaware corporation, located at 5313 Shadow Glen Dr., Grapevine, TX 76051 USA ("***Buyer***"), the purchaser of certain assets of Seller pursuant to a Patent Assignment and License Agreement between Buyer and Seller, dated as of [●], 2024 (the "***Agreement***").

WHEREAS, under the terms of the Agreement, Seller has conveyed, transferred, and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Patent Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and, subject to the Agreement, Seller hereby irrevocably conveys, transfers, and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title, and interest in and to the following (the "***Assigned Patents***"):

(a) the patents and patent applications set forth in Schedule A hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations, and renewals thereof (the "***Patents***").

(b) all rights of any kind whatsoever of Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions, and otherwise throughout the world.

(c) any and all royalties, fees, income, payments, and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(d) any and all claims and causes of action with respect to any of the foregoing, whether accruing before, on, or after the Effective Date, including all rights to and claims for damages, restitution, and injunctive and other legal and equitable relief for past, present, and future infringement, misappropriation, violation, misuse, breach, or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Seller hereby authorizes the Commissioner for Patents in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Patent Assignment upon request by Buyer. Following the Effective Date, Seller shall take such steps and actions, and provide such cooperation and assistance to Buyer and its successors, assigns, and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be reasonably necessary to effect, evidence, or perfect the assignment of the Assigned Patents to Buyer, or any assignee or successor thereto.

3. Terms of the Patent License and Assignment Agreement. The parties hereto acknowledge and agree that this Patent Assignment is entered into pursuant to the Agreement, to which reference is made for a further statement of the rights and obligations of Seller and Buyer with respect to the Assigned Patents. The representations, warranties, covenants, agreements, and indemnities contained in the Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Agreement and the terms hereof, the terms of the Agreement shall govern.

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

5. Successors and Assigns. This Patent Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Patent Assignment and any claim, controversy, dispute, or cause of action (whether in contract, tort, or otherwise) based upon, arising out of, or relating to this Patent Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware, without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[SIGNATURE PAGES FOLLOW]

AGREED TO AND ACCEPTED:

SAGESSE BIO, INC.

By: _____
Jon Meneese
President and Chief Executive Officer

ACKNOWLEDGMENT

STATE OF [STATE])
)SS.
COUNTY OF [COUNTY])

On the _____ day of _____, 2024, before me personally appeared Jon Meneese, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that he/she/they executed the same in his/her/their authorized capacity as the President and Chief Executive Officer of Sagesse Bio, Inc., the corporation described, and acknowledged the instrument to be the free act and deed of Sagesse Bio, Inc. for the uses and purposes mentioned in the instrument.

My Commission Expires:
[DATE]

Notary Public
Printed Name: