

EMMAUS LIFE SCIENCES, INC.

FORM 10-Q (Quarterly Report)

Filed 08/14/25 for the Period Ending 06/30/25

Address	21250 HAWTHORNE BOULEVARD, SUITE 800 TORRANCE, CA, 90503
Telephone	310-214-0065
CIK	0000822370
Symbol	EMMA
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the Quarterly Period Ended June 30, 2025

☐ OR
TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934
For the transition period from _____ to _____
Commission File No.: 001-35527

EMMAUS LIFE SCIENCES, INC.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation or organization)

87-0419387
(I.R.S. Employer Identification No.)

21250 Hawthorne Boulevard, Suite 800, Torrance, California
(Address of principal executive offices)

90503
(Zip code)

(310) 214-0065
(Registrant's telephone number, including area code)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None		

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definition of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☒ Smaller reporting company ☒
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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes ☐ No ☒

The registrant had 63,865,571 shares of common stock, par value \$0.001 per share, outstanding as of August 11, 2025.

EMMAUS LIFE SCIENCES, INC.
For the Quarterly Period Ended June 30, 2025
TABLE OF CONTENTS

	<u>Page</u>
 Part I. Financial Information	
Item 1.	1
<u>Financial Statements (Unaudited)</u>	1
(a) <u>Condensed Consolidated Balance Sheets as of June 30, 2025 and December 31, 2024</u>	1
(b) <u>Condensed Consolidated Statements of Operations and Comprehensive Loss for the three and six months ended June 30, 2025 and 2024</u>	2
(c) <u>Condensed Consolidated Statements of Changes in Stockholders' Deficit for the three and six months ended June 30, 2025 and 2024</u>	3
(d) <u>Condensed Consolidated Statements of Cash Flows for the six months ended June 30, 2025 and 2024</u>	4
(e) <u>Notes to Condensed Consolidated Financial Statements</u>	5
Item 2.	22
<u>Management's Discussion and Analysis of Financial Condition and Results of Operations</u>	22
Item 3.	25
<u>Quantitative and Qualitative Disclosures About Market Risk</u>	25
Item 4.	25
<u>Controls and Procedures</u>	25
 Part II Other Information	
Item 1.	27
<u>Legal Proceedings</u>	27
Item 1A.	27
<u>Risk Factors</u>	27
Item 2.	27
<u>Unregistered Sales of Equity Securities and Use of Proceeds</u>	27
Item 3.	27
<u>Defaults Upon Senior Securities</u>	27
Item 4.	27
<u>Mine Safety Disclosures</u>	27
Item 5.	27
<u>Other Information</u>	27
Item 6.	28
<u>Exhibits</u>	28
<u>Signatures</u>	29

Item 1. Financial Statements

EMMAUS LIFE SCIENCES, INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share amounts)
(Unaudited)

	As of	
	June 30, 2025	December 31, 2024
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	\$ 886	\$ 1,389
Accounts receivable, net	2,071	2,623
Inventories, net	1,313	1,635
Prepaid expenses and other current assets	745	1,120
Total current assets	5,015	6,767
Property and equipment, net	143	46
Right of use assets	830	1,530
Investment in convertible bond	17,188	15,037
Other assets	168	222
Total assets	\$ 23,344	\$ 23,602
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	\$ 19,373	\$ 16,926
Operating lease liabilities, current portion	348	2,423
Conversion feature derivative, notes payable	—	162
Other current liabilities	14,139	16,557
Warrant derivative liabilities	13	8
Notes payable, current portion, net of discount	8,267	7,093
Notes payable to related parties	3,132	3,372
Convertible notes payable, net of discount	16,804	17,014
Total current liabilities	62,076	63,555
Operating lease liabilities, less current portion	1,584	815
Other long-term liabilities	13,128	13,465
Notes payable to related parties, net of discount	2,257	2,246
Total liabilities	79,045	80,081
Commitments and contingent liabilities (Note 11)		
STOCKHOLDERS' DEFICIT		
Preferred stock, par value \$0.001 per share, 15,000,000 shares authorized, none issued or outstanding	—	—
Common stock, par value \$0.001 per share, 250,000,000 shares authorized, 63,865,571 shares issued and outstanding at June 30, 2025 and December 31, 2024	64	64
Additional paid-in capital	225,905	225,896
Net loan receivable from EJ Holdings	(16,869)	(16,869)
Accumulated other comprehensive loss	1,239	(2,995)
Accumulated deficit	(266,040)	(262,575)
Total stockholders' deficit	(55,701)	(56,479)
Total liabilities and stockholders' deficit	\$ 23,344	\$ 23,602

The accompanying notes are an integral part of these condensed consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(In thousands, except share and per share amounts)
(Unaudited)

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
REVENUES, NET	\$ 2,817	\$ 5,377	\$ 5,223	\$ 7,883
COST OF GOODS SOLD	150	241	375	498
GROSS PROFIT	2,667	5,136	4,848	7,385
OPERATING EXPENSES				
Research and development	56	191	232	374
Selling	674	1,631	1,320	3,568
General and administrative	2,307	2,732	4,646	5,601
Total operating expenses	3,037	4,554	6,198	9,543
INCOME (LOSS) FROM OPERATIONS	(370)	582	(1,350)	(2,158)
OTHER INCOME (EXPENSE)				
Loss on debt extinguishment	(212)	—	(376)	—
Change in fair value of warrant derivative liabilities	4	5	(5)	(3)
Change in fair value of conversion feature derivative, notes payable	—	(1,440)	162	(2,347)
Realized loss on investment in convertible bond	(531)	(544)	(531)	(544)
Gain on restructured debt	—	—	—	1,032
Gain on lease modification	861	—	861	—
Foreign exchange gain (loss)	134	75	(18)	106
Interest and other income (net)	67	135	140	282
Interest expense	(1,678)	(966)	(2,934)	(2,876)
Total other expense	(1,355)	(2,735)	(2,701)	(4,350)
LOSS BEFORE INCOME TAXES	(1,725)	(2,153)	(4,051)	(6,508)
Income tax provision (benefit)	(590)	31	(586)	24
NET LOSS	(1,135)	(2,184)	(3,465)	(6,532)
COMPONENTS OF OTHER COMPREHENSIVE LOSS				
Unrealized gain (loss) on debt securities available for sale (net of tax)	3,715	(1,733)	3,909	(3,461)
Reclassification adjustment for loss included in net income (loss)	354	197	354	197
Foreign currency translation adjustments	(33)	12	(29)	30
Other comprehensive income (loss)	4,036	(1,524)	4,234	(3,234)
COMPREHENSIVE INCOME (LOSS)	\$ 2,901	\$ (3,708)	\$ 769	\$ (9,766)
NET LOSS PER COMMON SHARE - BASIC AND DILUTED	\$ (0.02)	\$ (0.03)	\$ (0.05)	\$ (0.10)
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING BASIC AND DILUTED	63,865,571	63,355,121	63,865,571	62,600,542

The accompanying notes are an integral part of these condensed consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CHANGES IN STOCKHOLDERS' DEFICIT
(In thousands, except share and per share amounts)
(Unaudited)

	Common stock		Additional paid-in capital	Loan receivable from EJ Holdings	Accumulated other comprehensive loss	Accumulated deficit	Total stockholders' deficit
	Shares	Amount					
Balance, January 1, 2025	63,865,571	\$64	\$225,896	\$(16,869)	\$(2,995)	\$(262,575)	\$(56,479)
Share-based compensation	—	—	10	—	—	—	10
Unrealized gain on debt securities available for sale (net of tax)	—	—	—	—	194	—	194
Foreign currency translation effect	—	—	—	—	4	—	4
Net loss	—	—	—	—	—	(2,330)	(2,330)
Balance, March 31, 2025	63,865,571	64	225,906	(16,869)	(2,797)	(264,905)	(58,601)
Share-based compensation	—	—	(1)	—	—	—	(1)
Unrealized gain on debt securities available for sale (net of tax)	—	—	—	—	3,715	—	3,715
Reclassification of realized loss on investment in convertible bond included in net loss	—	—	—	—	354	—	354
Foreign currency translation effect	—	—	—	—	(33)	—	(33)
Net loss	—	—	—	—	—	(1,135)	(1,135)
Balance, June 30, 2025	63,865,571	\$64	\$225,905	\$(16,869)	\$1,239	\$(266,040)	\$(55,701)

	Common stock		Additional paid-in capital	Loan receivable from EJ Holdings	Accumulated other comprehensive income (loss)	Accumulated deficit	Total stockholders' deficit
	Shares	Amount					
Balance, January 1, 2024	61,845,963	\$62	\$225,333	\$(16,869)	\$(160)	\$(256,122)	\$(47,756)
Share-based compensation	—	—	170	—	—	—	170
Unrealized loss on debt securities available for sale (net of tax)	—	—	—	—	(1,728)	—	(1,728)
Foreign currency translation effect	—	—	—	—	18	—	18
Net loss	—	—	—	—	—	(4,348)	(4,348)
Balance, March 31, 2024	61,845,963	62	225,503	(16,869)	(1,870)	(260,470)	(53,644)
Convertible notes converted to shares	2,019,608	2	307	—	—	—	309
Share-based compensation	—	—	29	—	—	—	29
Unrealized loss on debt securities available for sale (net of tax)	—	—	—	—	(1,733)	—	(1,733)
Reclassification of realized loss on investment in convertible bond included in net loss	—	—	—	—	197	—	197
Foreign currency translation effect	—	—	—	—	12	—	12
Net loss	—	—	—	—	—	(2,184)	(2,184)
Balance, June 30, 2024	63,865,571	\$64	\$225,839	\$(16,869)	\$(3,394)	\$(262,654)	\$(57,014)

The accompanying notes are an integral part of these condensed consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)
(Unaudited)

	Six Months Ended June 30,	
	2025	2024
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	\$ (3,465)	\$ (6,532)
Adjustments to reconcile net loss to net cash flows used in operating activities		
Depreciation and amortization	9	12
Inventory reserve	4	15
Amortization of discount of notes payable and convertible notes payable	227	563
Foreign exchange adjustments	211	(194)
Tax benefit recognized on unrealized gain on debt securities	(591)	—
Realized loss on investment in convertible bond	531	544
Loss on debt extinguishment	376	—
Gain on restructured debt	—	(1,032)
Gain on lease modification	(861)	—
Share-based compensation	9	199
Change in fair value of warrant derivative liabilities	5	3
Change in fair value of conversion feature derivative, notes payable	(162)	2,347
Net changes in operating assets and liabilities		
Accounts receivable	552	921
Inventories	319	47
Prepaid expenses and other current assets	376	471
Other non-current assets	302	412
Accounts payable and accrued expenses	2,464	2,229
Other current liabilities	(2,516)	(2,681)
Other long-term liabilities	(419)	(101)
Net cash flows used in operating activities	(2,629)	(2,777)
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of convertible bond	2,172	2,508
Purchases of property and equipment	(1)	(7)
Net cash flows provided by investing activities	2,171	2,501
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable issued	3,238	2,401
Payments of notes payable	(2,849)	(2,571)
Payments of notes payable, related party	(240)	(350)
Payments of convertible notes	(210)	(200)
Net cash flows used in financing activities	(61)	(720)
Effect of exchange rate changes on cash	15	(26)
Net decrease in cash and cash equivalents	(504)	(1,022)
Cash and cash equivalents, beginning of year	1,389	2,547
Cash and cash equivalents, end of year	\$ 885	\$ 1,525
SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITIES		
Interest paid	\$ 916	\$ 1,234
Income taxes paid	\$ 14	\$ 29
NON-CASH INVESTING AND FINANCING ACTIVITIES		
Conversion of convertible note payable and accrued interest to common stock	\$ —	\$ 309
Equipment purchased but included in accounts payable	\$ 105	\$ —

The accompanying notes are an integral part of these condensed consolidated financial statements.

EMMAUS LIFE SCIENCES, INC.
NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS
(Unaudited)

NOTE 1 — BASIS OF PRESENTATION

The accompanying unaudited condensed consolidated interim financial statements of Emmaus Life Sciences, Inc., (“Emmaus”) and its direct and indirect consolidated subsidiaries (collectively, “we,” “our,” “us” or the “Company”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“GAAP”) on the basis that the Company will continue as a going concern. All significant intercompany transactions have been eliminated. The Company’s unaudited condensed consolidated interim financial statements contain adjustments, including normal recurring accruals necessary to fairly state the Company’s consolidated financial position, results of operations and cash flows. The condensed consolidated interim financial statements should be read in conjunction with the Annual Report on Form 10-K for the year ended December 31, 2024 (the “Annual Report”) filed with the Securities and Exchange Commission (“SEC”) on April 14, 2025. The accompanying condensed consolidated balance sheet at December 31, 2024 has been derived from the audited consolidated balance sheet at December 31, 2024 contained in the Annual Report. The results of operations for the three and six months ended June 30, 2025 are not necessarily indicative of the results to be expected for the full year or any future interim period.

Nature of Operations

The Company is a commercial-stage biopharmaceutical company engaged in the discovery, development, marketing and sales of innovative treatments and therapies, primarily for rare and orphan diseases. The Company’s only product, Endari® (prescription grade L-glutamine oral powder), is approved by the U.S. Food and Drug Administration, or FDA, and in certain jurisdictions in the Middle East North Africa, or MENA, region to reduce the acute complications of sickle cell disease (“SCD”) in adult and pediatric patients five years of age and older.

NOTE 2 — SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Company’s significant accounting policies are described in Note 2, “Summary of Significant Accounting Policies,” in the Annual Report. There have been no material changes in these policies or their application.

Going concern—The accompanying unaudited condensed consolidated financial statements have been prepared on the basis that the Company will continue as a going concern. The Company incurred a net loss of \$3.5 million for the six months ended June 30, 2025 and had a working capital deficit of \$57.1 million as of June 30, 2025. The Company’s indebtedness included in its current liabilities and its expected working capital needs, including debt service on its existing indebtedness and the expected costs relating to the commercialization of Endari® in the MENA region and elsewhere, exceed its existing cash balances and cash expected to be generated from operations for the foreseeable future. To meet the Company’s current liabilities and future obligations, the Company will need to restructure or refinance its existing indebtedness and raise additional funds through related-party loans, third-party loans, equity or debt financings or licensing or other strategic agreements. The Company has no understanding or arrangement for any restructuring, refinancing, or financing, and there can be no assurance that the Company will be able to restructure or refinance its existing indebtedness or obtain additional related-party or third-party loans or complete any additional equity or debt financings on favorable terms, or at all, or enter into licensing or other strategic arrangements. Due to the uncertainty of the Company’s ability to meet its current liabilities and operating expenses, there is substantial doubt about the Company’s ability to continue as a going concern for 12 months from the date that these condensed consolidated financial statements are issued. The condensed consolidated financial statements do not include any adjustments that might result from the outcome of these uncertainties.

Principles of consolidation—The consolidated financial statements include the accounts of the Company and EMI Holding, Inc. subsidiary and EMI Holding’s wholly-owned subsidiary, Emmaus Medical Inc., and Emmaus Medical, Inc.’s wholly-owned subsidiaries. All significant intercompany transactions have been eliminated.

Estimates—Financial statements prepared in accordance with GAAP require management to make estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made by management include those relating to revenue recognition on product sales, the variables used to calculate the valuation of investment in convertible bond, conversion features, stock options and warrants, and estimated accruals on an ongoing basis. The Company bases its estimates on historical experience and on various other assumptions that management believes to be reasonable under the circumstances. Actual results could differ from those estimates under different assumptions or conditions. To the extent there are material differences between these estimates and actual results, the Company’s financial statements will be affected.

Revenue recognition— The Company realizes net revenues primarily from sales of Endari® to distributors and specialty pharmacy providers. Distributors resell Endari® to other pharmacy and specialty pharmacy providers, health care providers, hospitals, and clinics. In addition to agreements with these distributors, the Company has contractual arrangements with specialty pharmacy providers, in-office dispensing providers, physician group purchasing organizations, pharmacy benefits managers and government entities that provide for government-mandated or privately negotiated rebates, chargebacks and discounts with respect to the purchase of Endari®. These various discounts, rebates, and chargebacks are referred to as “variable consideration.” Revenue from product sales is recorded net of variable consideration.

Under ASC 606 *Revenue from Contracts with Customers*, the Company recognizes revenue when its customers obtain control of the Company's product, which typically occurs on delivery. Revenue is recognized in an amount that reflects the consideration that the Company expects to receive in exchange for the product, or transaction price. To determine revenue recognition for contracts with customers within the scope of ASC 606, the Company performs the following 5 steps: (i) identify the contract(s) with a customer; (ii) identify the performance obligations in the contract; (iii) determine the transaction price; (iv) allocate the transaction price to the Company's performance obligations in the contract; and (v) recognize revenue when (or as) the Company satisfies the relevant performance obligations.

Revenue from product sales is recorded at the transaction price, net of estimates for variable consideration consisting of sales discounts, returns, government rebates, chargebacks and commercial discounts. Variable consideration is estimated using the expected-value amount method, which is the sum of probability-weighted amounts in a range of possible transaction prices. Actual variable consideration may differ from the Company's estimates. If actual results vary from the Company's estimates, the Company adjusts the variable consideration in the period such variances become known, which would affect net revenues in that period. The following are our significant categories of variable consideration:

Sales Discounts: The Company provides its customers prompt payment discounts and from time to time offers additional discounts for bulk orders that are recorded as a reduction of revenues in the period the revenues are recognized.

Product Returns: The Company offers distributors the right to return product purchased principally based upon (i) overstocks, (ii) inactive product or non-moving product due to market conditions, and (iii) expired products. Product return allowances are estimated and recorded at the time of sale.

Government Rebates: The Company is subject to discount obligations under state Medicaid programs and the Medicare Part D prescription drug coverage gap program. Management estimates Medicaid and Medicare Part D prescription drug coverage gap rebates based upon a range of possible outcomes that are probability-weighted for the estimated payor mix. These reserves are recorded in the period in which the related revenues are recognized, resulting in a reduction of product revenues and the establishment of a current liability that is included as an accounts payable and accrued expenses in the consolidated balance sheets. The liability for these rebates consists primarily of estimates of claims expected to be received in future periods related to recognized revenues.

Chargebacks and Discounts: Chargebacks for fees and discounts represent the estimated obligations resulting from contractual commitments to sell products to certain specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities at prices lower than the list prices charged to distributors. The distributors charge the Company for the difference between what they pay for the products and the Company's contracted selling price to these specialty pharmacy providers, in-office dispensing providers, group purchasing organizations, and government entities. In addition, the Company has contractual agreements with pharmacy benefit managers who charge us for rebates and administrative fee in connection with the utilization of product. These reserves are established in the same period that the related revenues are recognized, resulting in a reduction of revenues. Chargeback amounts are generally determined at the time of resale of products by the distributors.

Accounts receivable— Accounts receivables are primarily attributable to product sales to distributors and other customers. Each reporting period, the Company evaluates the collectability of outstanding receivable balances and records an allowance for credit loss based on an estimate of current expected credit loss. The estimate is based on historical experience, customer creditworthiness, facts and circumstance specific to outstanding balances and payment terms. Provisions are made based upon a specific review of all significant outstanding invoices and the quality and age of those invoices. As of June 30, 2025 and December 31, 2024, the Company recorded no valuation allowances. The Company believes the credit risks associated with its customers are not significant.

Inventories—Inventories consist of raw materials, finished goods and work-in-process and are valued on a first-in, first-out basis at the lesser of cost or net realizable value. Work-in-process inventories consist of L-glutamine for the Company's products that has not yet been packaged and labeled for sale. Inventories are stated at the lower of cost or net realizable value. The Company periodically reviews its inventory and provides for potential obsolescence based on its assessment of market conditions and anticipated demand. Substantially all raw materials purchase during the six months ended June 30, 2025 and the year ended

December 31, 2024 were supplied, directly or indirectly by one supplier. Inventories are presented net of reserves totaling \$5.0 million as of June 30, 2025 and December 31, 2024.

Share-based compensation—The Company recognizes compensation cost for share-based compensation awards during the service term of the recipients of the share-based awards. The fair value of share-based compensation is calculated using the Black-Scholes-Merton pricing model. The Black-Scholes-Merton model requires subjective assumptions regarding future stock price volatility and expected time to exercise, which greatly affect the calculated values. The expected term of awards granted is calculated using the simplified method. The risk-free rate selected to value any grant is based on the U.S. Treasury rate on the grant date that corresponds to the expected term of the award.

Investment in convertible bond – The Company has measured its investment in convertible bond at fair value. The convertible bond is classified as available for sale and the changes in fair value are reported in other comprehensive loss for each reporting period.

Financial instruments—Financial instruments included in the financial statements are comprised of cash and cash equivalents, investment in convertible bond, accounts receivable, warrant derivative liabilities, accounts payable, certain accrued liabilities, convertible notes payable, notes payable, conversion feature liabilities and other contingent liabilities.

Fair value measurements—The Company defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date in accordance with ASC 820. The Company measures fair value under a framework that provides a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). The three levels of the fair value hierarchy are described as follows:

Level 1: Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets.

Level 2: Inputs to the valuation methodology include:

Quoted prices for similar assets or liabilities in active markets;

Quoted prices for identical or similar assets or liabilities in inactive markets;

Inputs other than quoted prices that are observable for the asset or liability; and

Inputs that are derived principally from or corroborated by observable market data by correlation or other means.

If the asset or liability has a specified (contractual) term, the Level 2 inputs must be observable for substantially the full term of the asset or liability.

Level 3: Inputs to the valuation methodology are unobservable and significant to the fair value measurement.

The fair value measurement level of an asset or liability within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs. The carrying values of cash and cash equivalents, accounts receivables, other current assets, account payable and accrued expenses, and other current liabilities approximate fair value due to the short-term maturity of those instruments.

The investment in convertible bond, the convertible features on convertible debt instruments and certain outstanding warrants that contain price adjustment provision are remeasured at fair value on a recurring basis using Level 3 inputs. The level 3 inputs in the valuation and valuation methods used are discussed in Note 5, 7 and 8. There are no other assets or liabilities measured at fair value on a recurring basis.

Derivative liability—The Company evaluates its financial instruments including convertible notes to determine if such instruments are derivatives or contain features that qualify as embedded derivatives in accordance with ASC 815. The Company applies significant judgment to identify and evaluate terms and conditions in these contracts and agreements to determine whether embedded derivative exists. If all the requirements for bifurcation are met, embedded derivatives are separately measured from the host contract. Bifurcated embedded derivatives are initially recorded at fair value and then remeasure at each reporting period, with change in fair value recognized in the consolidated statements of operations. Bifurcated embedded derivative are classified as separate liability in the condensed consolidated balance sheets.

The Company's derivative liability related to the conversion feature embedded in the convertible promissory notes. See note 7 for further details.

Net loss per share — The basic net loss per common share is computed by dividing net loss available to common stockholders by the weighted-average number of common shares outstanding. Dilutive net loss per share is computed in a similar manner, except that the denominator is increased to include the number of additional common shares that would have been outstanding if the potential common shares had been issued and if the additional common shares were dilutive. The following securities were not included diluted shares outstanding because the effect would be anti-dilutive (in shares).

	Three Months Ended June 30,		Six Months Ended June 30,	
	2025	2024	2025	2024
Warrants	4,405,220	4,720,645	4,514,503	4,726,518
Stock options	4,640,812	5,331,581	4,687,246	5,032,825
Convertible notes	238,601,424	102,954,830	243,360,690	102,954,830
Total anti-dilutive instrument	<u>247,647,456</u>	<u>113,007,056</u>	<u>252,562,439</u>	<u>112,714,173</u>

Segment reporting—The Company operates and manages its business as a single reportable segment primarily for the marketing and sales of Endari®. In accordance with ASC 280, "*Segment Reporting*," the determination of a single business segment is consistent with the consolidated financial information regularly provided to the Company's chief operating decision maker ("CODM").

The Company's CODM is its Chief Executive Officer, who reviews and evaluates consolidated income or loss from operations for purposes of evaluating performance, making operating decisions, allocating resources, and planning and forecasting for future periods. The significant components of consolidated income or loss from operations regularly provided to the CODM include revenues, net and the significant expense categories presented in the accompanying consolidated statements of operations and comprehensive loss (*i.e.*, cost of goods sold, research and development, selling, and general and administrative expenses). These are presented at the consolidated level and used by the CODM to monitor budgeted versus actual results to make key operating decisions. The information and operating expense categories presented in the accompanying consolidated statements of operations and comprehensive loss are fully reflective of the significant expense categories and amounts that are regularly provided to the CODM.

The measure of segment assets that is regularly reported to the CODM includes cash and cash equivalent and accounts receivable, net, each as reported on the consolidated balance sheets.

Recent Accounting Pronouncement —Management has considered all recent accounting pronouncements and determined that they will not have a material effect on the Company's condensed consolidated financial statements except for the following:

In December 2023, the FASB issued *ASU 2023-09, Improvements to Income Tax Disclosures*, which requires entities to disclose disaggregated information about their effective tax rate reconciliation and income taxes paid. The disclosure requirements will be applied on a prospective basis, with the option to apply them retrospectively. The standard is effective for fiscal years beginning after December 15, 2024, with early adoption permitted. The Company is currently evaluating the impact adopting the guidance.

In November 2024, the FASB issued ASU 2024-03, "Income Statement - Reporting Comprehensive Income - Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses", which requires disaggregated disclosures in the notes of the financial statements of certain categories of expenses that are included in expense line items on the face of the income statement. This ASU is effective for annual periods beginning after December 15, 2026, and interim periods within annual reporting periods beginning after December 15, 2027. Early adoption is permitted. The Company will evaluate the impact adopting the guidance will have on the Company's consolidated financial statements and disclosures.

NOTE 3 — REVENUES

Revenues, net by category were as follows (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,			
	2025		2024		2025		2024	
Endari®	\$ 2,797	99%	\$ 5,351	100%	\$ 5,050	97%	\$ 7,695	98%
Other	20	1%	26	0%	173	3%	188	2%
Revenues, net	<u>2,817</u>	<u>100%</u>	<u>5,377</u>	<u>100%</u>	<u>5,223</u>	<u>100%</u>	<u>7,883</u>	<u>100%</u>

The following table summarizes the revenue allowance and accrual activities for the six months ended June 30, 2025 and June 30, 2024 (in thousands):

	Trade Discounts, Allowances and Chargebacks	Government Rebates and Other Incentives	Returns	Total
Balance as of January 1, 2025	\$ 1,135	\$ 6,812	\$ 138	\$ 8,085
Provision related to sales in the current year	390	1,595	55	2,040
Adjustments related to prior period sales	(2)	27	—	25
Credits and payments made	(566)	(980)	(93)	(1,639)
Balance as of June 30, 2025	<u>\$ 957</u>	<u>\$ 7,454</u>	<u>\$ 100</u>	<u>\$ 8,511</u>
Balance as of January 1, 2024	\$ 1,212	\$ 5,658	\$ 863	\$ 7,733
Provision related to sales in the current year	730	1,759	82	2,571
Adjustments related to prior period sales	(79)	34	—	(45)
Credits and payments made	(746)	(765)	(884)	(2,395)
Balance as of June 30, 2024	<u>\$ 1,117</u>	<u>\$ 6,686</u>	<u>\$ 61</u>	<u>\$ 7,864</u>

The following table summarizes revenues attributable to each of the customers that accounted for 10% or more of our net revenues in any of the periods shown:

	Three months ended June 30,		Six months ended June 30,	
	2025	2024	2025	2024
Customer A	12%	38%	16%	40%
Customer B	15%	26%	28%	30%
Customer C	27%	21%	13%	15%
Customer D	17%	4%	16%	3%
Customer E	14%	— %(a)	8%(a)	— %(a)

(a) Customer E is included in the table above for comparison to show customer has met or exceeded the 10% threshold for the three months period ended June 30, 2025.

On June 15, 2017, the Company entered into a distributor agreement with Telcon RF Pharmaceutical, Inc., or Telcon, pursuant to which it granted Telcon exclusive rights to the Company's prescription grade L-glutamine ("PGLG") oral powder for the treatment of diverticulosis in South Korea, Japan and China in exchange for Telcon's payment of a \$10 million upfront fee and agreement to purchase from the Company specified minimum quantities of the PGLG. Telcon had the right to terminate the distributor agreement in certain circumstances for failure to obtain such product registrations, in which event the \$10 million upfront fee would become repayable to Telcon. In January 2023, Telcon terminated the distributor agreement, and the upfront fee of \$10 million is included in other current liabilities as of June 30, 2025 and December 31, 2024. See Notes 5, 6 and 11 and for additional details of the Company's agreements with Telcon.

NOTE 4 — SELECTED FINANCIAL STATEMENT — ASSETS

Inventories consisted of the following (in thousands):

	June 30, 2025	December 31, 2024
Raw materials and components	\$ 1,145	\$ 1,147
Work-in-process	186	184
Finished goods	5,010	5,328
Inventory reserve	(5,028)	(5,024)
Total inventories, net	<u>\$ 1,313</u>	<u>\$ 1,635</u>

Prepaid expenses and other current assets consisted of the following (in thousands):

	June 30, 2025	December 31, 2024
Prepaid insurance	\$ 389	\$ 622
Prepaid expenses	136	272
Other current assets	220	226
Total prepaid expenses and other current assets	<u>\$ 745</u>	<u>\$ 1,120</u>

Property and equipment consisted of the following (in thousands):

	June 30, 2025	December 31, 2024
Equipment	\$ 463	\$ 357
Leasehold improvements	16	15
Furniture and fixtures	30	30
Total property and equipment	509	402
Less: accumulated depreciation	(366)	(356)
Total property and equipment, net	<u>\$ 143</u>	<u>\$ 46</u>

For the three months ended June 30, 2025 and June 30, 2024, depreciation expense was approximately \$4,000 and \$6,000, respectively. For six months ended June 30, 2025 and June 30, 2024, depreciation expenses was approximately \$9,000 and \$12,000, respectively.

NOTE 5 — INVESTMENTS

Investment in convertible bond - On September 28, 2020, the Company entered into a convertible bond purchase agreement pursuant to which it purchased at face value a convertible bond of Telcon in the principal amount of approximately \$26.1 million which matures on October 16, 2030 and bears interest at the rate of 2.1% per year, payable quarterly. Beginning October 16, 2021, the Company became entitled on a quarterly basis to call for early redemption of all or any portion of the principal amount of the convertible bond. The convertible bond is convertible at the holder's option at any time and from time to time into common shares of Telcon at an initial conversion price of KRW9,232, or approximately US\$8.00 per share. The initial conversion price is subject to downward adjustment on a monthly based on the volume-weighted average market price of Telcon shares as reported on Korean Securities Dealers Automated Quotations Market and in the event of the issuance of Telcon shares or share equivalents at a price below the market price of Telcon shares and to customary antidilution adjustments upon a merger or similar reorganization of Telcon or a stock split, reverse stock split, stock dividend or similar event. On December 30, 2024, Telcon undertook a reverse stock split at a rate of 1-for-10. The conversion price as of June 30, 2025 is set forth in the "Investment in convertible bond" table below. The convertible bond and any proceeds therefrom, including proceeds from any exercise of the early redemption right described above or the call option described below, are pledged as collateral to secure the Company's obligations under the revised API Supply Agreement with Telcon described in Notes 6 and 11.

Concurrent with the purchase of the convertible bond, the Company entered into an agreement dated September 28, 2020 with Telcon pursuant to which Telcon or its designee is entitled to repurchase, at par, up to 50% of the principal amount of the convertible bond at any time and from time to time commencing October 16, 2021 and prior to maturity.

The investment in convertible bond is classified as an available for sale security since management does not have intention to trade nor held until maturity, and measured at fair value on a recurring basis using Level 3 inputs, with any changes in the fair value recorded in other comprehensive loss. The fair value and any changes in fair value in the convertible bond is determined using a

binominal lattice model. The model produces an estimated fair value based on changes in the price of the underlying common stock over successive periods of time.

The revised API agreement with Telcon described in Note 6 provides for target annual revenue of more than \$5 million and annual “profit” (i.e., sales margin) to Telcon of \$2.5 million. To the extent these targets are not met, which management refers to as a “target shortfall,” Telcon may be entitled to payment of the target shortfall or to settle the target shortfall by exchange of principal and interest on the Telcon convertible bond and proceeds thereof that are pledged as a collateral to secure the Company’s obligations under the API Supply Agreement and the revised API Agreement.

In April 2024, Telcon offset KRW3.5 billion, or approximately \$2.5 million, against the principal amount of the Telcon convertible bond and the Company released KRW893 million, or approximately \$640,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended 2023. As a result, the Company realized a net loss on investment in convertible bond of \$347,000, which previously was classified as unrealized gain on debt securities available-for-sale in the other comprehensive loss.

In April 2025, Telcon offset KRW3.1 billion, or approximately \$2.1 million, against the principal amount of the Telcon convertible bond and the Company released KRW49 million, or approximately \$34,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended 2024. As a result, the Company realized a net loss on investment in convertible bond of \$531,000, which previously was classified as unrealized gain on debt securities available-for-sale in the other comprehensive loss.

The following table sets forth the fair value and changes in fair value of the investment in the Telcon convertible bond as of June 30, 2025 and December 31, 2024 (in thousands):

Investment in convertible bond	June 30, 2025	December 31, 2024
Balance, beginning of period	\$ 15,037	\$ 20,978
Sales of convertible bond	(2,172)	(2,508)
Net gain (loss) on investment on convertible bond	(177)	(347)
Change in fair value included in the statement of other comprehensive loss (net of tax)	4,500	(3,086)
Balance, end of period	<u>\$ 17,188</u>	<u>\$ 15,037</u>

The fair value as of June 30, 2025 and December 31, 2024 was based upon following assumptions:

	June 30, 2025	December 31, 2024
Principal outstanding (South Korean won)	KRW 17.0 billion	KRW 20.1 billion
Stock price	KRW 5354	KRW 5870
Expected life (in years)	5.30	5.79
Selected yield	13.25%	9.50%
Expected volatility (Telcon common stock)	66.55%	62.90%
Risk-free interest rate (South Korea government bond)	2.58%	2.78%
Expected dividend yield	—	—
Conversion price	KRW3,312(US\$2.43)	KRW5,850(US\$3.96)

Equity method investment – During 2018, the Company and Japan Industrial Partners, Inc., or JIP, formed EJ Holdings, Inc., or EJ Holdings, to acquire, own and operate an amino acids manufacturing facility in Ube, Japan. In connection with the formation, the Company invested approximately \$32,000 in exchange for 40% of EJ Holdings' capital shares. JIP owned 60% of EJ Holdings' capital shares. In October 2018, the Company entered into a loan agreement with EJ Holdings under which the Company made an unsecured loan to EJ Holdings in the amount of \$13.6 million. The loan proceeds were used by EJ Holdings to purchase the Ube facility in December 2019 and pay related taxes. The principal (JPY 3,637,335,720) will become due and payable in two equal installments on December 28, 2027 and on September 30, 2028 and bears interest at the rate of 1% payable annually. The parties also contemplated that the Ube facility would eventually supply the Company with the facility’s output of amino acids, that the operation of the facility would be principally for the Company’s benefit and, as such, that major decisions affecting EJ Holdings and the Ube facility would be made by EJ Holdings’ board of directors, a majority of which were representatives of JIP, in consultation with the Company. The Company suspended further loans to EJ Holdings in September 2023.

EJ Holdings has had no substantial revenues since its inception, has dependent on loans from the Company to acquire the Ube facility and fund its operations and will be dependent on loans from other financing unless and until its plant is activated and it

can secure customers for its products. There is no assurance that needed funding will be available from other sources. If EJ Holdings fails to obtain needed funding, it may need to suspend activities at the Ube plant.

On December 28, 2023, the Company sold and assigned its EJ Holdings shares at its original cost of JPY3.6 million or US\$25,304 to Niihara International, Inc., which was formed by Yutaka Niihara, M.D., Ph. D., former Chairman and Chief Executive Officer of the Company and a principal stockholder of the Company. In January 2024, JIP also sold their EJ Holdings' capital share to Niihara International, Inc. In connection with the sale and assignment, the Company derecognized its investment in EJ Holdings, including \$1.5 million of currency translation adjustments recorded in other comprehensive loss. As of June 30, 2025 and December 31, 2024, the face amount of the loan receivable from EJ Holdings was \$25.8 million, which was reflected in \$16.9 million of net loan receivable from EJ Holdings as contra-equity on the condensed consolidated balance sheets.

NOTE 6 — SELECTED FINANCIAL STATEMENT - LIABILITIES

Accounts payable and accrued expenses consisted of the following at June 30, 2025 and December 31, 2024 (in thousands):

	June 30, 2025	December 31, 2024
Accounts payable:		
Clinical and regulatory expenses	\$ 540	\$ 452
Professional fees	661	904
Selling expenses	1,420	1,553
Manufacturing costs	209	706
Non-employee director compensation	982	966
Other vendors	750	594
Total accounts payable	4,562	5,175
Accrued interest payable, related parties	1,372	1,145
Accrued interest payable	4,407	2,874
Accrued expenses:		
Payroll expenses	545	323
Government rebates and other rebates	8,130	7,229
Other accrued expenses	357	180
Total accrued expenses	9,032	7,732
Total accounts payable and accrued expenses	\$ 19,373	\$ 16,926

Other current liabilities consisted of the following at June 30, 2025 and December 31, 2024 (in thousands):

	June 30, 2025	December 31, 2024
Trade discount	\$ 3,000	\$ 5,000
Unearned revenue (a)	10,000	10,000
Other current liabilities	1,139	1,557
Total other current liabilities	\$ 14,139	\$ 16,557

(a) Refer to Note 3 for information regarding to due to Telcon.

Other long-term liabilities consisted of the following at June 30, 2025 and December 31, 2024 (in thousands):

	June 30, 2025	December 31, 2024
Trade discount	\$ 13,075	\$ 13,421
Other long-term liabilities	53	44
Total other long-term liabilities	\$ 13,128	\$ 13,465

On June 12, 2017, the Company entered into an API Supply Agreement with Telcon pursuant to which Telcon advanced to the Company approximately \$31.8 million as an advance trade discount in consideration of the Company's agreement to purchase from Telcon the Company's estimated annual target for bulk containers of PGLG. On July 12, 2017, the Company entered into a raw material supply agreement with Telcon which revised certain items of the API Supply Agreement (the "revised API Agreement"). The Company purchased none and \$368,000 of PGLG from Telcon for six months ended June 30, 2025 and 2024, respectively, of which \$51,000 and \$588,000 were reflected in accounts payable as of June 30, 2025 and December 31, 2024, respectively. The revised API Agreement provided for an annual API purchase target of \$5 million and a target "profit" (*i.e.*, gross margin) to Telcon of \$2.5 million. To the extent these targets are not met, which management refers to as a "target shortfall," Telcon may be entitled to payment of the target shortfall or to settle the target shortfall by exchange of principal and interest on the Telcon convertible bond and proceeds thereof that are pledged as a collateral to secure the Company's obligations under the API Supply Agreement and the revised API Agreement. See Note 5 for information regarding the settlement of the target shortfall.

NOTE 7 — NOTES PAYABLE

Notes payable consisted of the following at June 30, 2025 and December 31, 2024 (in thousands except for number of underlying shares):

Year Issued	Interest Rate Range	Term of Notes	Conversion Price	Principal Outstanding June 30, 2025	Unamortized Discount June 30, 2025	Capitalized Accrued Interest June 30, 2025	Carrying Amount June 30, 2025	Underlying Shares June 30, 2025
Notes payable								
2013	10%	Due on demand	—	\$ 693	\$ —	\$ —	\$ 693	—
2022	10%-12%	Due on demand	—	527	—	—	527	—
2023	11%	Due on demand	—	3,278	—	—	3,278	—
2024	30%	Due on demand	—	1,400	—	—	1,400	—
2025	49% - 56%	20-38 weeks	—	2,516	147	—	2,369	—
				\$ 8,414	\$ 147	\$ —	\$ 8,267	—
		Current		\$ 8,414	\$ 147	\$ —	\$ 8,267	—
Notes payable - related parties								
2020	12%	Due on demand	—	100	—	—	100	—
2021	12%	Due on demand	—	700	—	—	700	—
2022	10%-12%	Due on demand - 5 years	—	4,076	64	—	4,012	—
2023	10%-60%	Due on demand	—	577	—	—	577	—
				\$ 5,453	\$ 64	\$ —	\$ 5,389	—
		Current		\$ 3,132	\$ —	\$ —	\$ 3,132	—
		Non-current		\$ 2,321	\$ 64	\$ —	\$ 2,257	—
Convertible notes payable								
2021	10%	Due on demand	\$ 0.02	685	—	—	685	33,478,176
2023	13%	Due on demand	\$ 10.00 (a)	3,150	—	—	3,150	398,695
2023	10%	Due on demand	\$ 0.29	1,000	—	—	1,000	4,076,523
2024	10%	Due on demand	\$ 0.02	11,030	—	939	11,969	200,000,000
				\$ 15,865	\$ —	\$ 939	\$ 16,804	237,953,394
		Current		\$ 15,865	\$ —	\$ 939	\$ 16,804	237,953,394
		Total		\$ 29,732	\$ 211	\$ 939	\$ 30,460	237,953,394

Year Issued	Interest Rate Range	Term of Notes	Conversion Price	Principal Outstanding December 31, 2024	Unamortized Discount December 31, 2024	Capitalized Accrued Interest December 31, 2024	Carrying Amount December 31, 2024	Shares Underlying Notes December 31, 2024
Notes payable								
2013	10%	Due on demand	—	\$ 638	\$ —	\$ —	\$ 638	—
2022	10% - 12%	Due on demand	—	505	—	—	505	—
2023	10% - 13%	Due on demand	—	3,200	—	—	3,200	—
2024	30%-48%	Due on demand -34 weeks	—	2,854	104	—	2,750	—
				\$ 7,197	\$ 104	\$ —	\$ 7,093	—
		Current		\$ 7,197	\$ 104	\$ —	\$ 7,093	—
Notes payable - related parties								
2020	12%	Due on demand	—	100	—	—	100	—
2021	12%	Due on demand	—	700	—	—	700	—
2022	10%-12%	Due on demand - 5 years	—	4,316	75	—	4,241	—
2023	10%-60%	Due on demand	—	577	—	—	577	—
				\$ 5,693	\$ 75	\$ —	\$ 5,618	—
		Current		\$ 3,372	\$ —	\$ —	\$ 3,372	—
		Non-current		\$ 2,321	\$ 75	\$ —	\$ 2,246	—
Convertible notes payable								
2021	2%	Due on Demand	\$ 0.13	895	—	—	895	39,455,164
2023	13%	Due on Demand	\$ 10.00 (a)	3,150	—	—	3,150	378,388
2023	10%	Due on Demand	\$ 0.29	1,000	—	—	1,000	3,905,526
2024	10%	1 year	\$ 0.13	11,030	—	939	11,969	132,861,455
				\$ 16,075	\$ —	\$ 939	\$ 17,014	176,600,533
		Current		\$ 16,075	\$ —	\$ 939	\$ 17,014	176,600,533
		Grand Total		\$ 28,965	\$ 179	\$ 939	\$ 29,725	176,600,533

(a) This note is convertible into shares of EMI Holding, Inc., a wholly owned subsidiary of Emmaus Life Sciences, Inc.

The weighted-average stated annual interest rate of notes payable was 15% and 13% for the six months ended June 30, 2025 and the year ended December 31, 2024, respectively. The weighted-average effective annual interest rate of notes payable as of June 30, 2025 and December 31, 2024 was 18% and 16%, respectively, after giving effect to discounts relating to conversion features, warrants and deferred financing costs relating to the notes.

As of June 30, 2025, future contractual principal payments due on notes payable were as follows (in thousands):

Year Ending		
2025 (six months)	\$	27,411
2026		—
2027		2,321
Total	\$	<u>29,732</u>

On February 9, 2021, the Company entered into a securities purchase agreement in which the Company sold and issued to purchasers in a private placement pursuant to Rule 4(a)(2) of the Securities Act of 1933, as amended, and Regulation D thereunder approximately \$14.5 million principal amount of convertible promissory notes of the Company a face value.

Commencing one year from the original issue date, the convertible promissory notes became convertible at the option of the holder into shares of the Company's common stock at an initial conversion price of \$1.48 per share, which equaled the "Average volume-weighted average price" ("Average VWAP") of the Company's common stock on the effective date. The initial conversion price is subject to adjustment as of the end of each three-month period following the original issue date, commencing May 31, 2021, to equal the Average VWAP as of the end of such three-month period if such Average VWAP is less than the then-conversion price. There is no floor on the conversion price. The conversion price will be subject to further adjustment in the event of a stock split, reverse stock split or certain other events specified in the convertible promissory notes. In January 2023, \$500,000 principal amount of convertible promissory notes was converted into 1,351,351 shares of the Company's common stock. In April 2023, \$1 million principal amount of the convertible promissory note was converted into 2,702,702 shares of common stock. In April 2024, \$260,000 principal amount plus accrued interest was converted into 2,019,608 shares of the Company's stock. For the year ended December 31, 2024, the Company repaid \$455,000 principal amount of the convertible promissory notes. For six month ended June 30, 2025, the Company repaid total principal amount of \$210,000. As of June 30, 2025, the conversion price was \$0.02 per share.

The convertible promissory notes bear interest at the rate of 2% per year (10% in case of default), payable semi-annually on the last business day of August and January of each year and matured on the 3rd anniversary of the original issue date. The convertible promissory notes are prepayable in whole or in part at the election of the holders. The convertible promissory notes are general, unsecured obligations of the Company.

In February and March 2024, Company entered into Exchange Agreements (the "Exchange Notes") with certain convertible notes holders pursuant to which it agreed to issue total of \$11.1 million principal amount of convertible promissory notes of the Company due one year from issuance of the Exchange Notes in exchange for the surrender for cancellation and satisfaction in full of a like principal amount of our outstanding convertible promissory notes due in 2024. The surrendered notes bore interest at the annual rate of 2%, payable semi-annually, and were convertible at the election of the holder into shares of the Company's common stock at the conversion rate of \$0.13 per share. The Exchange Notes bear interest at the annual rate of 10% and are convertible into shares of the Company's common stock at an initial conversion rate of \$0.13 per share, subject to decrease, but not increase, at the end of each three-month period from issuance to equal the VWAP (as defined) of the Company's common stock and to adjustment in the event of a stock split, reverse stock split and similar events. The principal amount of and accrued interest on the Exchange Notes will be payable in two equal semi-annual installments. No additional consideration was paid in connection with the exchange. The convertible promissory notes are general, unsecured obligations of the Company. Management evaluated if the transaction qualified as troubled debt restructuring under ASC 470-60. Since the Company was experiencing financial difficulty and the effective borrowing rate on the restructured debt is less than the effective borrowing rate on the original debt, this transaction was accounted for as a troubled debt restructuring. As a result, the Company recorded gain on restructured debt of \$1.0 million in the condensed consolidated statements of operations for the three months ended March 31, 2024. As of June 30, 2025, \$11.0 million principal amount of the Exchange Notes was due and payable on demand.

The conversion feature of the original convertible promissory notes and the Exchange Notes is separately accounted for at fair value as a derivative liability under guidance in ASC 815 that is remeasured at fair value on a recurring basis using Level 3 inputs, with any changes in the fair value of the conversion feature liability recorded in the condensed consolidated statements of operations. The following table sets forth the fair value of the conversion feature liability as of December 31, 2024 (in thousands). As of June 30,

2025, the convertible promissory note became due and the conversion rate exceeded stock price and, therefore, the fair value of conversion feature was determined to be zero.

Convertible promissory notes

	June 30, 2025	December 31, 2024
Balance, beginning of period	\$ 162	\$ 451
Change in fair value included in the statement of operations	(162)	(289)
Balance, end of period	<u>\$ —</u>	<u>\$ 162</u>

In September 2023, Smart Start Investments Limited, of which Wei Pei Zen, a director of the Company, is a director and 9.96% shareholder, loaned the Company the principal amount of \$1 million in exchange for a convertible promissory note of the Company. The convertible promissory note was due on September 5, 2024, bears interest at the annual rate of 10%, payable at maturity, and is convertible at the option of the holder into shares of the Company's common stock at a conversion rate of \$0.29 a share, subject to adjustment in the event of a stock split, reverse stock split or similar event.

On March 5, 2024, the conversion feature of the convertible promissory note no longer met the scope exception in ASC 815-10-15-74 as the investors' Rule 144(d) holding period for the Company had ended and was separately accounted for at fair value as a derivative liability that is remeasured at fair value on a recurring basis using Level 3 inputs, with any changes in fair value of the conversion feature liability recorded in the condensed consolidated statements of operations. In September 2024, the convertible promissory note became due. As of June 30, 2025, the conversion rate exceeded stock price and, therefore, the fair value of conversion feature was determined to be zero.

Beginning in February 2024, two related holders of demand promissory notes of the Company in the aggregate principal amount of approximately \$2.8 million demanded repayment of the notes plus accrued interest. The Company has acknowledged its indebtedness to the holders and intends to seek to enter into a plan to repay the notes in installments. To date, the parties have not reached an agreement with respect to repayment of the notes.

In March 2024, Smart Start Investments Limited, of which Wei Peu Zen, a director of the Company is a director and 9.96% shareholder, loaned the Company the principal amount of \$1,400,000. The loan was due in two months and bears interest at the rate of 2.5% per month. As of May 2024, the loan became due on demand and default rate of 5.0% per month became applicable.

In September 2024, Emmaus Medical entered into Sale of Future Receipts Agreement (the "September 2024 loan") with third party pursuant to which it sold and assigned \$1,298,000 of future receipts (the "Purchased Amount") in exchange for net cash proceeds of \$800,000. Under the agreement, the Company agreed to pay the third party \$35,000 weekly for 10 weeks and \$41,217 weekly thereafter until the Purchase Amount has been collected. In February 2025, the Company repaid in full the outstanding balance of \$343,000 and recognized debt extinguishment loss of \$164,000 as the Company entered into another agreement discussed below.

In December 2024, Emmaus Medical entered into Sale of Future Receipts Agreement (the "December 2024 loan") with third party pursuant to which it sold and assigned \$1,475,000 of future receipts (the "Purchased Amount") in exchange for net cash proceeds of \$910,000. Under the agreement, the Company agreed to pay the third party \$43,382 weekly until the Purchase Amount has been collected. In May 2025, the Company repaid in full the outstanding balance of \$412,000 and recognized debt extinguishments loss of \$212,000 as the Company entered into another agreement discussed below.

In February 2025, the Company entered into an Agreement for the Purchase and Sales of Future Receipts (the "February 2025 loan") with a third party pursuant to which it sells \$1,908,000 of future receipts (the "Purchased Amount") in exchange for net proceeds of \$1,325,000 with origination fee of \$119,000. Under the agreement, the Company agrees to pay the third party approximately \$49,000 weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the September 2024 loan discussed above. As of June 30, 2025, the outstanding balance of the loans were approximately \$732,000. In August 2025, the Company repaid in full the outstanding balance of \$612,000 and recognized debt extinguishments loss of \$242,000 as the Company entered into another agreement. Refer to Note 12 for further detail.

In April 2025, the Company entered into an Agreement for the Purchase and Sales of Future Receipts with a third party pursuant to which it sells \$2,102,500 of future receipts (the "Purchased Amount") in exchange for net proceeds of \$1,450,000 with origination fee of \$130,500. Under the agreement, the Company agrees to pay the third party approximately \$62,000 weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the December 2024 loan discussed above. As of June 30, 2025, the outstanding balance of the loans were \$1.1 million.

In June 2025, the Company entered into an Agreement for the Future Receivables Sale and Purchase Agreement with a third party pursuant to which it sells \$1,012,500 of future receipts (the "Purchased Amount") in exchange for net proceeds of \$750,000 with

origination fee of \$37,550. Under the agreement, the Company agrees to pay the third party approximately \$51,000 weekly until the Purchased Amount has been collected. As of June 30, 2025, the outstanding balance of the loans was \$675,000.

Except as otherwise indicated above, the net proceeds of the foregoing loans and other arrangements were used to augment the Company's working capital.

NOTE 8 — STOCKHOLDERS' DEFICIT

Warrant issued for services — On January 12, 2023, the Company granted two consultants to the Company five-year warrants to purchase up to 250,000 shares of common stock each at an exercise price of \$0.50 a share. On January 27, 2023, the Company also granted a consulting company a five-year warrant to purchase up to 500,000 shares of common stock at an exercise price of \$0.47 a share. The warrants are subject to adjustment in the event of a stock split, reverse stock split and similar events. The fair value of the warrants was determined using the Black-Scholes Merton option pricing model. The fair value of the underlying shares was determined based upon the market value of the common stock. The expected volatility was adjusted using the historical volatility of the common stock and the market price of comparable publicly traded securities. The warrants are classified as a liability. For the three months ended June 30, 2025 and 2024, the Company recorded the change in fair value of approximately \$4,000 and \$5,000, respectively, and for the six months ended June 30, 2025 and 2024, the Company recorded the change in fair value of approximately (\$5,000) and (\$3,000), respectively, in the condensed consolidated statements of operations.

The following table presents the assumptions used to value the warrants:

	June 30, 2025	December 31, 2024
Stock price	\$ 0.01	\$ 0.01
Exercise price	\$0.47 - \$0.50	\$0.47 - \$0.50
Expected term	2.53-2.57 years	3.03-3.07 years
Risk-free rate	3.69-3.70%	4.27%
Dividend yield	—	—
Volatility	490.11% - 493.75%	444.84%-447.87%

A summary of outstanding warrants as of June 30, 2025 and December 31, 2024 is presented below:

	June 30, 2025		December 31, 2024	
	Number of Warrants	Weighted-Average Exercise Price	Number of Warrants	Weighted-Average Exercise Price
Warrants outstanding, beginning of period	4,625,000	\$ 0.81	4,732,391	\$ 0.95
Granted	—	—	—	—
Exercised	—	—	—	—
Cancelled, forfeited or expired	(1,250,000)	2.05	(107,391)	7.21
Warrants outstanding, end of period	3,375,000	\$ 0.35	4,625,000	\$ 0.81
Warrants exercisable end of period	3,375,000	\$ 0.35	4,625,000	\$ 0.81

As of June 30, 2025, the weighted-average remaining contractual life of outstanding warrants was 0.9 years.

Stock options— The Company's former 2011 Stock Incentive Plan permitted grants of incentive stock options to employees, including executive officers, and other share-based awards such as stock appreciation rights, restricted stock, stock units, stock bonus and unrestricted stock awards to employees, directors, and consultants for up to 9,000,000 shares of common stock. Options granted under the 2011 Stock Incentive Plan generally expire ten years after grant. Options granted to directors vest in quarterly installments and all other option grants vest over a minimum period of three years, in each case, subject to continuous service with the Company. The 2011 Stock Incentive Plan expired in May 2021 and no further awards may be made under the Plan. As of June 30, 2025 and December 31, 2024, stock options to purchase up to 1,300,774 and 1,461,443 shares, respectively were outstanding under the 2011 Stock Incentive Plan.

The Company also had an Amended and Restated 2012 Omnibus Incentive Compensation Plan under which the Company could grant incentive stock options to selected employees including officers, non-employee consultants and non-employee directors. The Plan was terminated in September 2021. As of June 30, 2025 and December 31, 2024 stock options to purchase up to 245,008 shares were outstanding under the Amended and Restated 2012 Omnibus Incentive Plan.

On September 29, 2021, the Board of Directors of the Company adopted the Emmaus Life Sciences, Inc. 2021 Stock Incentive Plan upon the recommendation of the Compensation Committee of the Board. The 2021 Stock Incentive Plan was approved by stockholders on November 23, 2021. No more than 4,000,000 shares of common stock may be issued pursuant to awards under the 2021 Stock Incentive Plan. The number of shares available for Awards, as well as the terms of outstanding awards, is subject to adjustment as provided in the 2021 Stock Incentive Plan for stock splits, stock dividends, reverse stock splits, recapitalizations and other similar events. During the six months ended June 30, 2024, the Company granted options to purchase 1,620,000 shares, 300,000 shares and 440,000 shares of common stock to employees, non-employee directors and consultants, respectively. All options are exercisable for ten years from the date of grant and will vest and become exercisable with respect to the underlying shares over three years for employees, one year for non-employee directors and immediately for the consultant. As of June 30, 2025 and December 31, 2024, stock options to purchase up to 3,095,000 and 3,580,833 shares, respectively, were outstanding under the 2021 Stock Incentive Plan.

Management has valued stock options at their date of grant utilizing the Black-Scholes-Merton Option pricing model. The fair value of the underlying shares was determined by the market value of the Company's common stock. The expected volatility was adjusted using the historical volatility of the common stock and comparable publicly traded securities. The risk-free interest rate is based on the implied yield available on U.S. Treasury issues with a term approximating the expected life of the options depending on the date of the grant and expected life of the respective options.

A summary of outstanding stock options as of June 30, 2025 and December 31, 2024 is presented below:

	June 30, 2025		December 31, 2024	
	Number of Options	Weighted-Average Exercise Price	Number of Options	Weighted-Average Exercise Price
Options outstanding, beginning of period	5,287,284	\$ 3.54	3,223,881	\$ 5.97
Granted or deemed granted	—	\$ —	2,360,000	\$ 0.15
Exercised	—	\$ —	—	\$ —
Cancelled, forfeited and expired	(646,502)	\$ 2.71	(296,597)	\$ 0.34
Options outstanding, end of period	4,640,782	\$ 3.66	5,287,284	\$ 3.54
Options exercisable, end of period	4,111,226	\$ 3.95	4,819,920	\$ 3.59
Options available for future grant	905,000		419,167	

During the three months ended June 30, 2025 and June 30, 2024 the Company recognized approximately (\$1,000) and \$29,000, respectively of share-based compensation expense. During the six months ended June 30, 2025 and June 30, 2024, the Company recognized approximately \$9,000 and \$199,000, respectively, of share-based compensation expense. As of June 30, 2025, there was approximately \$22,000 of unrecognized share-based compensation expense related to unvested stock options which is expected to be recognized over the weighted-average remaining vesting period of 0.5 year.

NOTE 9 — INCOME TAX

The quarterly provision for or benefit from income taxes is computed based upon the estimated annual effective tax rate and the year-to-date pre-tax income (loss) and other comprehensive income (loss).

For the three months ended June 30, 2025 and June 30, 2024, the Company recorded an income tax benefit of \$590,000 and an income tax provision \$31,000, respectively. For the six months ended June 30, 2025 and June 30, 2024, the Company recorded an income tax benefit of \$586,000 and an income tax provision of \$24,000, respectively. The Company did not record a provision for federal income tax due to its net operating loss carryforwards. The Company established a full valuation allowance against its federal and state deferred tax assets and there was no unrecognized tax benefit as of June 30, 2025 or December 31, 2024.

NOTE 10 — LEASES

Operating leases — The Company leases its office space under operating leases with unrelated entities.

Prior to November 2024, the Company leased 21,293 square feet of office space for its headquarters in Torrance, California, at a base rental of \$90,069 per month pursuant to lease, as amended which was to expire on September 30, 2026. In November 2024, the lease was amended to, among other things, reduce the leased space to 4,639 square feet at a base rental of \$18,556 per month and to provide for the upfront payment of approximately \$58,483 to fund the cost of demising work on the former leased space. The amended lease became effective on April 2, 2025 and will expire on April 1, 2030. As a result, the Company recognized \$0.9 million gain on lease modification included in the condensed consolidated statements of operations. In addition, the Company leases 1,163 square feet of office space in Dubai, United Arab Emirates, which lease will expire on June 19, 2026.

The lease expense during the three months ended June 30, 2025 and June 30, 2024 was approximately \$97,000 and \$289,000, respectively, and during the six months ended June 30, 2025 and June 30, 2024 was approximately \$346,000 and \$590,000, respectively.

As of June 30, 2025, future minimum lease payments under the lease agreements were as follows (in thousands):

	Amount
2025 (six months)	\$ 269
2026	510
2027	506
2028	513
2029 and after	651
Total lease payments	2,449
Less: Interest	517
Current portion	348
Operating lease liabilities, less current portion	\$ 1,584

As of June 30, 2025, the Company had an operating lease right-of-use asset of \$0.8 million and lease liability of \$1.9 million reflected on the condensed consolidated balance sheet. The weighted average remaining term of the Company's leases as of June 30, 2025 was 4.6 years and the weighted-average discount rate was 10.49%.

NOTE 11 — COMMITMENTS AND CONTINGENCIES

API Supply Agreement — On June 12, 2017, the Company entered into an API Supply Agreement (the "API Agreement") with Telcon pursuant to which Telcon paid the Company approximately \$31.8 million in consideration of the right to supply 25% of the Company's requirements for bulk containers of PGLG for a fifteen-year term. The amount was recorded as deferred trade discount. On July 12, 2017, the Company entered into a raw material supply agreement with Telcon which revised certain terms of the API supply agreement (the "revised API agreement"). The revised API agreement is effective for a term of five years and will renew automatically for 10 successive one-year renewal periods, except as either party may determine. In the revised API agreement, the Company has agreed to purchase a cumulative total of \$47.0 million of PGLG over the term of the agreement. The revised API agreement provided for an annual API purchase target of \$5 million and a target "profit" (*i.e.*, gross margin) to Telcon of \$2.5 million. To the extent these targets are not met, Telcon may be entitled to payment of the shortfall or to offset the shortfall against the Telcon convertible bond and proceeds there of that are pledged as collateral to secure our obligations. In September 2018, the Company entered into an agreement with Ajinomoto Health and Nutrition North America, Inc. ("Ajinomoto"), the producer of the PGLG, and Telcon to facilitate Telcon's purchase of PGLG from Ajinomoto for resale to the Company under the revised API agreement. The PGLG raw material purchased from Telcon is recorded in inventory at net realizable value and the excess purchase price is recorded against deferred trade discount. Refer to Notes 5 and 6 for more information.

In December 2024, a lower court in Dubai, UAE, rendered a judgment against the Company's Emmaus Medical, Inc. subsidiary in the amount of AED546,246, or approximately \$150,000, in favor of a former employee of the subsidiary's Dubai officer in a lawsuit brought by the former employee in connection with the termination of his employment. The court denied the former employee's claims for further commissions and compensation for unlawful termination, as well as the Company's counterclaims for reimbursement of commissions paid and damages for wrongful acts. The former employee appealed the lower court's judgment and in a ruling on May 1, 2025, the appeals court awarded the former employee AED 1,775,722, or approximately \$483,500, in further commissions. The Company has recorded legal settlement expenses of approximately \$483,500 in general and administrative expenses in the condensed consolidated statements of operations for the three months and six months ended in June 30, 2025.

NOTE 12 — RELATED PARTY TRANSACTIONS

The following table sets forth information relating to loans from related parties outstanding at any time during the six months ended June 30, 2025 (in thousands):

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding at June 30, 2025	Highest Principal Outstanding	Amount of Principal Repaid or Converted to Shares	Amount of Interest Paid
Promissory notes payable to related parties:								
	Willis Lee(2)	12%	10/29/2020	On Demand	100	100	—	—
	Soomi Niihara(1)	12%	12/7/2021	On Demand	700	700	—	—
	Hope International Hospice, Inc. (1)	10%	2/9/2022	On Demand	350	350	—	—
	Hope International Hospice, Inc. (1)	10%	2/15/2022	On Demand	210	210	—	—
	Soomi Niihara(1)	10%	2/15/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc. (1)	12%	3/15/2022	On Demand	150	150	—	—
	Hope International Hospice, Inc. (1)	12%	3/30/2022	On Demand	150	150	—	—
	Wei Peu Zen(2)	10%	3/31/2022	On Demand	200	200	—	—
	Albert Niihara(1)	10%	4/5/2022	On Demand	110	350	240	—
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(1)	10%	4/19/2022	On Demand	250	250	—	30
	Hope International Hospice, Inc. (1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1) (3)	12%	7/27/2022	5 years	402	402	—	24
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	13
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	83
	Hope International Hospice, Inc. (1)	10%	8/17/2022	On Demand	50	50	—	—
	Hope International Hospice, Inc. (1)	10%	10/20/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc. (1)	10%	3/17/2023	On Demand	100	100	—	—
	Dr. Yutaka and Soomi Niihara(1)	10%	3/21/2023	On Demand	127	127	—	—
	Wei Peu Zen(2)	60%	12/1/2023	2 months	350	350	—	—
Total					\$ 5,453	\$ 5,693	\$ 240	\$ 150

- (1) Dr. Niihara, a former Director and former Chairman and Chief Executive Officer of the Company, is also a director and the Chief Executive Officer of Hope International Hospice, Inc.
- (2) Officer or director.
- (3) Carrying amount of this loan includes \$64,000 of unamortized discount.

The following table sets forth information relating to loans from related parties outstanding at any time during the year ended December 31, 2024:

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding at December 31, 2024	Highest Principal Outstanding	Amount of Principal Repaid or Converted to Shares	Amount of Interest Paid
	Willis Lee(2)	12%	10/29/2020	On Demand	100	100	—	2
	Soomi Niihara(1)	12%	12/7/2021	On Demand	700	700	—	—
	Hope International Hospice, Inc. (1)	10%	2/9/2022	On Demand	350	350	—	—
	Hope International Hospice, Inc. (1)	10%	2/15/2022	On Demand	210	210	—	—
	Soomi Niihara(1)	10%	2/15/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc. (1)	12%	3/15/2022	On Demand	150	150	—	—
	Hope International Hospice, Inc. (1)	12%	3/30/2022	On Demand	150	150	—	—
	Wei Peu Zen(2)	10%	3/31/2022	On Demand	200	200	—	—
	Albert Niihara(1)	10%	4/4/2022	On Demand	350	500	150	—
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(1)	10%	4/19/2022	On Demand	250	250	—	—
	Hope International Hospice, Inc. (1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1) (3)	12%	7/27/2022	5 years	402	402	—	44
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	23
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	153
	Hope International Hospice, Inc. (1)	10%	8/17/2022	On Demand	50	50	—	—
	Hope International Hospice, Inc. (1)	10%	10/20/2022	On Demand	100	100	—	—
	Hope International Hospice, Inc. (1)	10%	3/17/2023	On Demand	100	100	—	—
	Dr. Yutaka and Soomi Niihara(1)	10%	3/21/2023	On Demand	127	127	—	—
	Wei Peu Zen(2)	60%	12/1/2023	2 months	350	700	350	70
Total					\$ 5,693	\$ 6,193	\$ 500	\$ 292

- (1) Dr. Niihara, a former Director and former Chairman and Chief Executive Officer of the Company, is also a director and the Chief Executive Officer of Hope International Hospice, Inc.
- (2) Officer or director.
- (3) Carrying amount of this loan includes \$75,000 of unamortized discount.

See Note 7 for more information on recent developments with respect to certain related-party loans.

See Notes 5, 6 and 11 for a discussion of the Company's agreements with Telcon, which holds 4,147,491 shares of common stock of the Company, or approximately 6.5% of the common stock outstanding as of June 30, 2025. As of June 30, 2025, the Company held a Telcon convertible bond in the principal amount of KRW17.0 billion, or approximately \$12.5 million, as discussed in Note 5.

NOTE 13 — SUBSEQUENT EVENTS

In August 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts with a third party pursuant to which it sold \$1,885,000 of future receipts (the "Purchased Amount") in exchange for net proceeds of \$1,183,000, net of an origination fee of \$117,000. Under the agreement, the Company agrees to pay the third party approximately \$59,000 weekly until the Purchased Amount has been collected. A portion of the net proceeds were used to pay off the February 2025 loan discussed in Note 7.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

In the following discussion, the terms, "we," "us," "our," "Emmaus" or the "Company" refer to Emmaus Life Sciences, Inc. and its direct and indirect subsidiaries.

Forward-Looking Statements

This Management's Discussion and Analysis of Financial Condition and Results of Operations should be read in conjunction with the audited consolidated financial statements and the related notes included in our Annual Report on Form 10-K for the year ended December 31, 2024 filed with the Securities and Exchange Commission ("SEC") on April 14, 2025 (the "Annual Report").

This Quarterly Report contains forward-looking statements that involve substantial risks and uncertainties. All statements other than historical facts contained in this report, including statements regarding our future financial position, capital expenditures, cash flows, business strategy and plans and objectives of management for future operations are forward-looking statements. The words "anticipate," "believe," "expect," "plan," "intend," "seek," "estimate," "project," "could," "may" and similar expressions are intended to identify forward-looking statements. These statements include, among others, information regarding future operations, future capital expenditures, and future net cash flow. Such statements reflect our management's current views with respect to future events and financial performance and involve risks and uncertainties, including those set forth in the "Risk Factors" section of the Annual Report, many of which are beyond our control.

Should one or more of these risks or uncertainties occur, or should underlying assumptions prove to be incorrect, actual results may vary materially and adversely from those anticipated, believed, estimated or otherwise indicated. Consequently, all forward-looking statements made in this Form 10-Q are qualified by these cautionary statements. We undertake no duty to amend or update these statements beyond what is required by SEC reporting requirements.

Company Overview

We are a commercial-stage biopharmaceutical company engaged in the discovery, development, marketing and sale of innovative treatments and therapies, primarily for rare and orphan diseases. Our only product, Endari® (prescription-grade L-glutamine oral powder) is approved by the U.S. Food and Drug Administration, or FDA, to reduce the acute complications of sickle cell disease ("SCD"), in adult and pediatric patients five years of age and older. In April 2022, Endari® was approved by the Ministry of Health and Prevention in the United Arab Emirates, or U.A.E, in adults and pediatric patients five years of age and older. In November and December of 2022, we received marketing authorizations for Endari® in Qatar and Kuwait, respectively. In May 2023, we received approval for marketing of Endari to treat SCD from the Bahrain National Health Regulatory Authority. In July 2023, we received marketing approval for Endari® in Oman. Application for marketing authorization in the Kingdom of Saudi Arabia is pending. While the application is pending, the FDA approval of Endari® can be referenced to allow access to Endari® on a named-patient basis.

Endari® is sold in the U.S. through our nonexclusive distributors. Until August 2024, Endari® was marketed and sold in the U.S. by our internal commercial sales team. In August 2024, we reduced our internal sales team and in October terminated the employment of our Chief Commercialization Officer. Endari® is reimbursable by the Centers for Medicare and Medicaid Services, and every state provides coverage for Endari® for outpatient prescriptions to all eligible Medicaid enrollees within their state Medicaid programs. Endari® is also reimbursable by many commercial payors. We have agreements in place with the nation's leading distributors as well as physician group purchasing organizations and pharmacy benefits managers, making Endari® available at selected retail and specialty pharmacies nationwide.

As of June 30, 2025, our accumulated deficit was \$266.0 million and we had cash and cash equivalents of \$0.9 million. Until we can generate sufficient net revenues from Endari® sales, our future cash requirements are expected to be financed through loans from related parties, third-party loans, public or private equity or debt financings or possible corporate collaboration and licensing arrangements. We are unable to predict if or when we may generate increased net revenues.

Results of Operations:

Three months ended June 30, 2025 and 2024

Net Revenues. Net revenues decreased by \$2.6 million, or 48%, to \$2.8 million for the three months ended June 30, 2025, compared to \$5.4 million for the three months ended June 30, 2024 due to a decrease of U.S. sales, which management attributes to competition from a generic version of L-Glutamine oral powder introduced into U.S. market in mid-2024 as discussed below, partially offset by an increase of sales in the MENA region.

On July 15, 2024, ANI Pharmaceuticals, Inc., or ANI, announced the launch of its L-Glutamine Oral Powder, a generic version of Endari®, following final approval of its Abbreviated New Drug Application from the U.S. Food and Drug Administration. The introduction of ANI's generic product or other generic versions of L-Glutamine oral powder has adversely affected Endari® sales and is likely to adversely affect the reimbursement rates that Medicare, Medicaid and third-party payors are willing to pay for Endari®, which could have a material, adverse effect on our future sales and net revenues.

Cost of Goods Sold. Cost of goods sold decreased by \$0.1 million, or 38%, to \$0.1 million for the three months ended June 30, 2025, compared to \$0.2 million for the three months ended June 30, 2024. The decrease was primarily due to the decrease in U.S. sales discussed above.

Research and Development Expenses. Research and development expenses decreased by \$0.1 million, or 71%, to \$0.1 million for the three months ended June 30, 2025, compared to \$0.2 million for the three months ended June 30, 2024. The decrease was primarily due to a decrease in payroll expenses from a reduction in headcount in the third quarter of 2024.

Selling Expenses. Selling expenses decreased by \$1.0 million, or 59%, to \$0.7 million for the three months ended June 30, 2025, compared to \$1.6 million for the three months ended June 30, 2024. The decrease was primarily due to decreases of \$0.4 million in payroll expenses from a reduction in headcount in U.S. sales force in the third quarter of 2024 and \$0.4 million in consulting fee.

General and Administrative Expenses. General and administrative expenses decreased by \$0.4 million, or 16%, to \$2.3 million for the three months ended June 30, 2025, compared to \$2.7 million for the three months ended June 30, 2024. The decrease was primarily due to decreases of \$0.3 million in professional services, \$0.2 million in payroll expenses attributable to the reduction in headcount and \$0.1 million in rent expenses, partially offset by \$0.3 million in legal settlement.

Other Expense. Total other expenses decreased by \$1.3 million, or 50%, to \$1.4 million for the three months ended June 30, 2025, compared to \$2.7 million for the three months ended June 30, 2024. The decrease was primarily due to a decrease of \$1.4 million in change in fair value of conversion feature derivative and an increase of \$0.9 million in gain on lease modification, partially offset by an increase of \$0.7 million in interest expense.

Net Loss. Net loss was approximately \$1.1 million and \$2.2 million for three months ended June 30, 2025 and June 30, 2024, respectively. The decrease in net loss was due primarily to decreases in other expenses and operating expenses, partially offset by a reduction of net revenues.

Six months ended June 30, 2025 and 2024

Net Revenues. Net revenues decreased by \$2.7 million, or 34 %, to \$5.2 million for the six months ended June 30, 2025, compared to \$7.9 million for the six months ended June 30, 2024 due to competition from a generic version of L-Glutamine oral powder introduced into U.S. market in mid-2024, partially offset by an increase of sales in the MENA region.

Cost of Goods Sold. Cost of goods sold decreased by \$0.1 million, or 25%, to \$0.4 million for the six months ended June 30, 2025, compared to \$0.5 million for the six months ended June 30, 2024. The decrease was primarily due to the decrease in sales discussed above.

Research and Development Expenses. Research and development expenses decreased by \$0.1 million, or 38%, to \$0.2 million for the six months ended June 30, 2025, compared to \$0.4 million for the six months ended June 30, 2024. The decrease was primarily due to a decrease in payroll expenses from a reduction in headcount.

Selling Expenses. Selling expenses decreased by \$2.2 million, or 63%, to \$1.3 million for the six months ended June 30, 2025, compared to \$3.6 million for the six months ended June 30, 2024. The decrease was primarily due to decreases of \$1.0 million in payroll expense, \$0.9 million in consulting fees and \$0.1 million in travel expense.

General and Administrative Expenses. General and administrative expenses decreased by \$1.0 million, or 17%, to \$4.6 million for the six months ended June 30, 2025, compared to \$5.6 million for the six months ended June 30, 2024. The decrease was primarily due to decreases of \$0.6 million in payroll expense including share-based compensation, \$0.5 million in professional service fees and \$0.2 million in rent expense, partially offset by an increase of \$0.5 million in legal settlement fee.

Other Expense. Total other expense decreased by \$1.6 million, or 38%, to \$2.7 million for the six months ended June 30, 2025, compared to \$4.4 million for the six months ended June 30, 2024. The decrease was primarily due to a decrease of \$2.5 million in change in fair value of conversion feature derivative and an increase of \$0.9 million in gain on lease modification, partially offset by a decrease of \$1.0 million in gain on restructured debt and an increase of \$0.4 million in loss on debt extinguishments.

Net Loss. Net loss was \$3.5 million and \$6.5 million for six months ended June 30, 2025 and June 30, 2024, respectively.

Liquidity and Capital Resources

Based on our losses to date, current liabilities and anticipated future net revenues, operating expenses and debt repayment obligations, and cash and cash equivalents of \$0.9 million as of June 30, 2025, we do not have sufficient operating capital for our business without raising additional capital. We realized a net loss of \$3.5 million for the six months ended June 30, 2025 and we may continue to incur net losses for the foreseeable future and until we can generate increased net revenues from Endari® sales. There is no assurance that we will be able to increase our Endari® sales or attain sustainable profitability or that we will have sufficient capital resources to fund our operations until we are able to generate sufficient cash flow from operations.

Liquidity represents our ability to pay our liabilities when they become due, fund our business operations, meet our contractual obligations, including repayment of our existing indebtedness and the purchase of API under our supply arrangements with Telcon, and execute our business plan. Our primary sources of liquidity are our cash balances at the beginning of each period, sales of future receipts to third parties, proceeds from related-party loans and other financing activities. Our short-term and long-term cash requirements consist primarily of working capital requirements, general corporate needs, our contractual obligations to purchase API from Telcon and pay debt service under our outstanding notes payable.

As of June 30, 2025, we had outstanding \$15.9 million principal amount of convertible promissory notes and \$11.5 million principal amount of other notes payable reflected in our current liabilities. Our minimum lease payment obligations were \$1.9 million, of which \$0.3 million was payable within 12 months.

Our API supply agreement with Telcon provides for an annual API purchase target of \$5 million and a target “profit” (*i.e.*, gross margin) to Telcon of \$2.5 million. To the extent these targets are not met, Telcon may be entitled to payment of the shortfall or to offset the shortfall against the Telcon convertible bond and proceeds thereof that are pledged as collateral to secure our obligations. With our consent, in April 2025, Telcon offset KRW3.1 billion, or approximately \$2.1 million, against the principal amount of the Telcon convertible bond and we released KRW49 million, or approximately \$34,000, in cash proceeds to Telcon in satisfaction the target shortfall for the year ended 2024.

Due to uncertainties regarding our ability to meet our current and future operating and capital expenses, there is substantial doubt about our ability to continue as a going concern for 12 months from the date that our condensed consolidated financial statements are issued, as referred to in the “Risk Factors” section of our Annual Report and Note 2 of the Notes to Condensed Consolidated Financial Statements included herein.

Cash flows for the six months ended June 30, 2025 and June 30, 2024

Net cash used in operating activities

Net cash used in operating activities decreased by \$0.1 million, or 5%, to \$2.6 million for the six months ended June 30, 2025 from \$2.8 million for the six months ended June 30, 2024. This decrease was primarily due to a decrease of loss from operations.

Net cash provided by investing activities

Net cash provided by investing activities decreased by \$0.3 million, or 13%, to \$2.2 million for the six months ended June 30, 2025 compared to \$2.5 million for the six months ended June 30, 2024. The decrease was primarily due to a decrease of proceeds from sales of Telcon convertible bond.

Net cash used in financing activities

Net cash used in financing activities decreased by \$0.7 million, or 92%, to \$0.1 million for the six months ended June 30, 2025 from \$0.7 million for the six months ended June 30, 2024. The decrease was due to an increase of \$0.8 million in proceeds from note payable issued partially offset by an increase of \$0.1 million in repayments of promissory notes and convertible notes.

Off-Balance-Sheet Arrangements

We have no off-balance sheet arrangements.

Critical Accounting Estimates

Management's discussion and analysis of financial condition and results of operations is based on our financial statements, which have been prepared in accordance with accounting principles generally accepted in the United States ("GAAP"). The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of certain assets, liabilities and expenses. On an ongoing basis, we evaluate these estimates and judgments, including but not limited to those relating revenue recognition on product sales, the variables used to calculate the valuation of investment in convertible bond, conversion feature, stock options and warrants. We base our estimates on our historical experience and on various other assumptions that we believe to be reasonable under the present circumstances. These estimates and assumptions form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ materially from these estimates.

Refer to "Critical Accounting Policies" in Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" of the Annual Report for our critical accounting policies. There have been no material changes in any of our critical accounting policies during the six months ended June 30, 2025.

Item 3. Quantitative and Qualitative Disclosures about Market Risk

Not required for a smaller reporting company.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Disclosure controls and procedures ("DCP") are controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we file or submit under the Securities Exchange Act of 1934 (the "Exchange Act") is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms. DCP include, without limitation, controls and procedures designed to ensure that information required to be disclosed by us in the reports that we file under the Exchange Act is accumulated and communicated to our management, including our principal executive and financial officers, as appropriate to allow timely decisions regarding required disclosures.

As of the end of the period covered by this Form 10-Q, we conducted an evaluation, under the supervision and with the participation of our Chief Executive Officer and Chief Accounting Officer, of the effectiveness of our DCP. Based on that evaluation, our Chief Executive Officer and Chief Accounting Officer concluded that the Company's DCP were not effective due to the material weaknesses described below.

Changes in Internal Control over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) that occurred during the fiscal quarter ended June 30, 2025 which have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Material Weaknesses

As previously reported, our management identified ongoing material weaknesses (the "Material Weaknesses") in our internal control over financial reporting. The Material Weaknesses related to inadequate accounting treatment for complex accounting matters, inadequate financial closing process, segregation of duties, including access control over information technology, especially financial information, inadequate documentation of policies and procedures over risk assessments, internal control and significant account processes, and insufficient entity risk assessment processes.

Since identifying the Material Weaknesses, we took steps to remediate the Material Weaknesses, including:

- engaging third-party accounting consulting firms to assist us in the review of our application of GAAP to complex transactions;
- using GAAP Disclosure and SEC Reporting Checklists;
- continuing professional training and academic education on accounting subjects for accounting staff;

- enhancing attention to review controls related to our financial closing process and reporting;
- subscribing to relevant online services and other supplemental internal and external resources relating to SEC reporting; and
- establishing a Disclosure Committee to ensure more effective internal communication regarding significant transactions and our financial reporting.

We implemented an integrated cloud-based enterprise resource planning system to manage our financial information and replace our outdated financial accounting systems and software. As a result of these actions, management has concluded that the certain material weaknesses identified in previous fiscal years have been remediated but that there continued to be material weaknesses in our internal control over financial reporting as of December 31, 2025. In particular, our finance and accounting department is not adequately staffed, which has sometimes resulted in not all policies and procedures being properly documented.

Part II. Other Information

Item 1. Legal Proceedings

In December 2024, a lower court in Dubai, UAE, rendered a judgment against the Company's Emmaus Medical, Inc. subsidiary in the amount of AED546,246, or approximately \$150,000, in favor of a former employee of the subsidiary's Dubai officer in a lawsuit brought by the former employee in connection with the termination of his employment. The court denied the former employee's claims for further commissions and compensation for unlawful termination, as well as the Company's counterclaims for reimbursement of commissions paid and damages for wrongful acts. The former employee appealed the lower court's judgment and in a ruling on May 1, 2025, the appeals court awarded the former employee AED 1,775,722, or approximately \$483,500, in further commissions.

Item 1A. Risk Factors

See "Risk Factors" section of the Annual Report.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

None

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

None.

Item 6. Exhibits

(a) Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed/ Furnished
		Form	File No.	Exhibit	Filing Date	
10.1	Agreement for the Purchase and Sale of Future Receipts with Agile Capital					*
10.2	Future Receivables Sale and Purchase Agreement with iFund Experts					*
31.1	Certification of Chief Executive Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
31.2	Certification of Chief Accounting Officer pursuant of Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002					*
32.1	Certification of Chief Executive Officer and Chief Accounting Officer Pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002					**
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File as its XBRL tags are embedded within the Inline XBRL document					
101.SCH	Inline XBRL Taxonomy Extension Schema with Embedded Linkbase Document					
104	Cover Page formatted as Inline XBRL and contained in Exhibit 101					

* Filed herewith.

** This exhibit shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933 or the Securities Exchange Act of 1934, whether made before or after the date hereof and irrespective of any general incorporation language in any filings.

EMMAUS LIFE SCIENCES, INC.

SIGNATURES

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

Emmaus Life Sciences, Inc.

Dated: August 14, 2025

By: /s/ WILLIS C. LEE
Name: Willis C. Lee
Its: Chief Executive Officer (Principal Executive Officer)

By: /s/ Hiroko Huynh
Name: Hiroko Huynh
Its: Chief Accounting Officer (Principal Financial Officer)

**Agreement for the Purchase and Sale of Future Receipts****Seller's Legal Name:** EMMAUS MEDICAL, INC.**D/B/A:** EMMAUS MEDICAL**Form of Business Entity:** ☐ Corporation; ☐ Limited Liability Company; ☐ Partnership; ☐ Limited Partnership; ☐ Limited Liability Partnership; ☐ Sole Proprietorship; ☐ Other: _____**Street Address:** 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503**Mailing Address:** 251 LITTLE FALLS DRIVE **City:** WILMINGTON **State:** DE **Zip:** 19808**Primary Contact:** _____ **Title:** _____ **Time in Business:** _____ **Federal Tax ID:** 06-1708146**Purchase Price:** \$1,450,000.00 **Purchased Amount:** \$ 2,102,500.00**Average Projected Monthly Sales:** \$1,151,351.46**Specified Percentage:** 15 % (Average Projected Monthly Sales x Specified Percentage / Average Business Days in a Calendar Month)**Initial Weekly Amount:** **Please see Exhibit B-4** **Origination Fee: \$130,500.00** (to be deducted from the Purchase Price) **Payment will be withdrawn every Thursday.****Account for the Deposit of All Future Receipts:** Bank: US BANK**Account No:** _____

Effective, April 29, 2025 Seller, identified above, hereby sells, assigns and transfers to AGILE CAPITAL FUNDING, LLC ("Buyer" or "Agile Capital Funding") located at 244 Madison Ave, Suite 168, New York, NY 10016 without recourse, the Specified Percentage of the proceeds of each future sale made by Seller (collectively "Future Receipts") until Seller has received the Purchased Amount. "Future Receipts" includes all payments made by cash, check, ACH or other electronic transfer, credit card, debit card, bank card, charge card (each such card shall be referred to herein as a "Payment Card") or other form of monetary payment in the ordinary course of Seller's business. As payment for the Purchased Amount, Buyer will deliver to Seller the Purchase Price, shown above, minus any Origination Fee shown above. Seller acknowledges that it has no right to repurchase the Purchased Amount from Buyer. Both parties agree that the obligation of Buyer under this Agreement will not be effective unless and until Buyer has completed its review of the Seller and has accepted this Agreement by delivering the Purchase Price, minus any Origination Fee. Prior to accepting this Agreement, Buyer may conduct a processing trial to confirm its access to the Account and the ability to withdraw the Initial Daily Amount. If the processing trial is not completed to the satisfaction of Buyer, Buyer will refund to Seller all funds that were obtained by Buyer during the processing trial.

Initials: WCL

1

Agile Capital Funding
439638

Agreement of Seller: By signing below Seller agrees to the terms and conditions contained in this Agreement, including those terms and conditions on the following pages, and further agrees that this transaction is for business purposes and not for personal, family, or household purposes.

Seller: EMMAUS MEDICAL, INC.

Agreed to by: /s/ Willis C. Lee (Signature), its Authorized Representative (Title)

Name: WILLIS C. LEE

Agreed to by: _____ (Signature), its Authorized Representative (Title)

Name: _____

Buyer: Agile Capital Funding

Agreed to by: /s/ Aaron Greenblott (Signature), its CFO (Title)

Initials: WCL

Agreement of Each Seller: Each Seller signing below agrees to the terms of the Credit Report Authorization below.

Seller: EMMAUS MEDICAL, INC.

Agreed to By: /s/ Willis C. Lee (Signature);

Name: WILLIS C. LEE Authorized Representative (Title)

1. Delivery of Purchased Amount: Seller must deposit all Future Receipts into the single business banking account specified above, which may not be used for any personal, family or household purposes (the "Account") and must instruct Seller's credit card processor, which must be approved by Buyer (the "Processor") to deposit all Payment Card receipts of Seller into the Account. Seller agrees not to change the Account or add an additional Account without the express written consent of Buyer. Seller authorizes Buyer to debit the Weekly Amount from the Account each business day by either ACH or electronic check. Seller will provide Buyer with all required access codes and agrees not to change them without prior written consent from Buyer. Seller will provide an appropriate ACH authorization to Buyer. Seller understands that it is responsible for either ensuring that the Weekly Amount is available in the Account each business day or advising Buyer prior to each weekly withdrawal of a shortage of funds. Otherwise, Seller will be responsible for any fees incurred by Buyer resulting from a rejected electronic check or ACH debit attempt, as set forth on Appendix A. Buyer is not responsible for any overdrafts or rejected transactions that may result from Buyer's debiting any amount authorized under the terms of this Agreement. Seller understands that the foregoing ACH authorization is a fundamental condition to induce Buyer to accept the Agreement. Consequently, such authorization is intended to be irrevocable.

2. Reconciliation and Changes to the Weekly Amount: The Initial Weekly Amount is intended to represent the Specified Percentage of Seller's weekly Future Receipts. For as long as no Event of Default has occurred, Buyer shall on or about the fifteenth day of each month reconcile the Seller's Account ("Account Reconciliation") by either crediting or further debiting the Seller's Account by the difference between the actual amount debited since the date of the last Account Reconciliation and the Specific Percentage of the actual Future Receipts collected by the Seller since the date of the last Account Reconciliation. Failure by Buyer to make an Account Reconciliation at any time for one or more months or portions thereof shall not be deemed as a breach of Buyer's obligation hereunder and each Account Reconciliation shall be made for the entire period of time since the date of the last Account Reconciliation. Buyer may, at Buyer's sole discretion as it deems appropriate and upon Seller's request, adjust the amount of the then- applicable Weekly Amount due under this Agreement in order to cause such Weekly Amount to more accurately reflect an amount which will reduce the need to credit Seller's account on a consistently recurring basis.

3. Weekly Amount Upon Default. Upon the occurrence of an Event of Default, the Weekly Amount shall equal 100% of all Future Receipts.

Initials: WCL

2

Agile Capital Funding
439638

4. Sale of Future Receipts (THIS IS NOT A LOAN): Seller is selling a portion of a future revenue stream to Buyer at a discount, not borrowing money from Buyer. There is no interest rate or payment schedule and no time period during which the Purchased Amount must be collected by Buyer. If Future Receipts are remitted more slowly than Buyer may have anticipated or projected because Seller's business has slowed down, or if the full Purchased Amount is never remitted because Seller's business went bankrupt or otherwise ceased operations in the ordinary course of business, and Seller has not breached this Agreement, Seller would not owe anything to Buyer and would not be in breach of or default under this Agreement. Buyer is buying the Purchased Amount of Future Receipts knowing the risks that Seller's business may slow down or fail, and Buyer assumes these risks based on Seller's representations, warranties and covenants in this Agreement that are designed to give Buyer a reasonable and fair opportunity to receive the benefit of its bargain. By this Agreement, Seller transfers to Buyer full and complete ownership of the Purchased Amount of Future Receipts and Seller retains no legal or equitable interest therein. Seller agrees that it will treat Purchase Price and Purchased Amount in a manner consistent with a sale in its accounting records and tax returns. Seller agrees that Buyer is entitled to audit Seller's accounting records upon reasonable Notice in order to verify compliance. Seller waives any rights of privacy, confidentiality or tax payer privilege in any such litigation or arbitration in which Seller asserts that this transaction is anything other than a sale of future receipts.

5. Power of Attorney Seller irrevocably appoints Buyer as its agent and attorney-in-fact with full authority to take any action or execute any instrument or document to settle all obligations due to Buyer from Seller, or in the case of a violation by Seller of this Agreement or the occurrence of an Event of Default under Section 15 hereof by Seller, including without limitation (i) to obtain and adjust insurance;(ii) to collect monies due or to become due under or in respect of any of the Future Receipts; (iii) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with clause (i) or clause (ii) above; (iv) to sign Seller's name on any invoice, bill of lading, or assignment directing customers or account debtors to direct payables to Buyer; (v) to file any claims or take any action or institute any proceeding which Buyer may deem necessary for the collection of any of the remaining Purchased Amount of the Future Receipts, or otherwise to enforce its rights with respect to delivery of the Purchased Amount; and/or

(vi) to contact any Processor of Seller and to direct such Processor(s) to deliver directly to Buyer all or any portion of the amounts received by such Processor(s) and to provide any information regarding Seller requested by Buyer. Each Processor may rely on the previous sentence as written authorization of Seller to provide any information requested by Buyer. Each Processor is hereby irrevocably authorized and directed by Seller to follow any instruction of Buyer without inquiry as to Buyer's right or authority to give such instructions. Seller acknowledges the terms of the preceding sentence and agrees not to (a) interfere with Buyer's instructions or a Processor's compliance with this Agreement or (b) request any modification thereto without Buyer's prior written consent. Notwithstanding anything to the contrary herein, the power of attorney shall only be effected thirty (30) days after an Event of Default under this Agreement.

6. Fees and Charges: Other than the Origination Fee, if any, set forth above, Buyer is NOT CHARGING ANY ORIGINATION OR BROKER FEES to Seller. If Seller is charged another such fee, it is not being charged by Buyer. A list of all fees and charges applicable under this Agreement is contained in Appendix A.

7. Credit Report and Other Authorizations: Seller and each of the Owners signing above authorize Buyer, its agents and representatives and any credit reporting agency engaged by Buyer, to (i) investigate any references given or any other statements or data obtained from or about Seller or any of its Owners for the purpose of this Agreement, (ii) obtain consumer and business credit reports on the Seller and any of its Owners, and (iii) to contact personal and business references provided by the Seller in the Application, at any time now or for so long as Seller and/or Owners continue to have any obligation owed to Buyer as a consequence of this Agreement or for Buyer's ability to determine Seller's eligibility to enter into any future agreement with Buyer.

8. Authorization to Contact Current and Prior Banks: Seller hereby authorizes Buyer to contact any current or prior bank of the Seller in order to obtain whatever information it may require regarding Seller's transactions with any such bank. Such information may include but is not limited to, information necessary to verify the amount of Future Receipts previously processed on behalf of Seller and any fees that may have been charged by the bank. In addition, Seller authorizes Buyer to contact any current or prior bank of the Seller for collections and in order to confirm that Seller is exclusively using the Account identified above, or any other account approved by Buyer, for the deposit of all business receipts.

9. Financial Information. Seller authorizes Buyer and its agents to investigate its financial responsibility and history, and will provide to Buyer any authorizations, bank or financial statements, tax returns, etc., as Buyer deems necessary in its sole discretion prior to or at any time after execution of this Agreement. A photocopy of this authorization will be deemed acceptable as an authorization for release of financial and credit information. Buyer is authorized to update such information and financial and credit profiles from time to time as it deems appropriate. Seller waives, to the maximum extent permitted by law, any claim for damages against Buyer or any of its affiliates relating to any investigation undertaken by or on behalf of Buyer as permitted by this Agreement or disclosure of information as permitted by this Agreement.

Initials: WCL

3

Agile Capital Funding
439638

10. Transactional History. Seller authorizes all of its banks and brokers and Payment Card processors to provide Buyer with Seller's banking, brokerage and/or processing history to determine qualification or continuation in this program, or for collections upon an Event of Default.

11. Publicity. Seller hereby authorizes Buyer to use its name in listings of clients and in advertising and marketing materials.

12. Application of Amounts Received by Buyer. Buyer reserves the right to apply amounts received by it under this Agreement to any fees or other charges due to Buyer from Seller prior to applying such amounts to reduce the amount of any outstanding Purchased Amount.

13. Representations, Warranties and Covenants of Seller:

13.1. Good Faith, Best Efforts and Due Diligence. Seller will conduct its business in good faith and will use its best efforts to continue its business at least at its current level, to ensure that Buyer obtains the Purchased Amount.

13.2. Stacking Prohibited. Seller shall not enter into any Seller cash advance or any loan agreement that relates to or involves its Future Receipts with any party other than Buyer for the duration of this Agreement. Buyer may share information regarding this Agreement with any third party in order to determine whether Seller is in compliance with this provision.

13.3. Financial Condition and Financial Information. Any bank statements and financial statements of Seller that have been furnished to Buyer, and future statements that will be furnished to Buyer, fairly represent the financial condition of Seller at such dates, and Seller will notify Buyer immediately if there are material adverse changes, financial or otherwise, in the condition or operation of Seller or any change in the ownership of Seller. Buyer may request statements at any time during the performance of this Agreement and the Seller shall provide them to Buyer within five business days. Furthermore, Seller represents that all documents, forms and recorded interviews provided to or with Buyer are true, accurate and complete in all respects, and accurately reflect Seller's financial condition and results of operations. Seller further agrees to authorize the release of any past or future tax returns to Seller.

13.4. Governmental Approvals. Seller is in compliance and shall comply with all laws and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which it is presently engaged and/or will engage in hereafter.

13.5. Authority to Enter Into This Agreement. Seller and the person(s) signing this Agreement on behalf of Seller, have full power and authority to incur and perform the obligations under this Agreement, all of which have been duly authorized.

13.6. Change of Name or Location or Sale or Closing of Business. Seller will not conduct Seller's businesses under any name other than as disclosed to Buyer or change any of its places of business without prior written consent of Buyer. Seller will not sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without (i) the express prior written consent of Buyer, and (ii) the written agreement of any purchaser or transferee assuming all of Seller's obligations under this Agreement pursuant to documentation satisfactory to Buyer. Except as disclosed to Buyer in writing, Seller has no current plans to close its business either temporarily, whether for renovations, repairs or any other purpose, or permanently. Seller agrees that until Buyer has received all of the Purchased Amount Seller will not voluntarily close its business on a temporarily basis for renovations, repairs, or any other purposes. This provision, however, does not prohibit Seller from closing its business temporarily if such closing is required to conduct renovations or repairs that are required by local ordinance or other legal order, such as from a health or fire inspector, or if otherwise forced to do so by circumstances outside of the control of Seller. Prior to any such closure, Seller will provide Buyer ten business days' notice to the extent practicable.

13.7. No Pending or Contemplated Bankruptcy. As of the date Seller executes this Agreement, Seller is not insolvent and does not contemplate and has not filed any petition for bankruptcy protection under Title 11 of the United States Code and there has been no involuntary petition brought or pending against Seller. Seller represents that it has not consulted with a bankruptcy attorney within six months prior to the date of this Agreement. Seller further warrants that it does not anticipate filing a bankruptcy petition and it does not anticipate that an involuntary petition will be filed against it.

Initials: WCL

13.8. Seller to Maintain Insurance. Seller will possess and maintain insurance in such amounts and against such risks as are necessary to protect its business and will provide proof of such insurance to Buyer upon demand.

13.9. Seller to Pay Taxes Promptly. Seller will promptly pay all necessary taxes, including but not limited to employment and sales and use taxes.

13.10. No Violation of Prior Agreements. Seller's execution and performance of this Agreement will not conflict with any other agreement, obligation, promise, court order, administrative order or decree, law or regulation to which Seller is subject, including any agreement the prohibits the sale or pledge of Seller's future receipts.

13.11. No Diversion of Receipts. Seller will not permit any event to occur that could cause a diversion of any of Seller's Future Receipts from the Account to any other entity.

13.12. Seller's Knowledge and Representation. Seller represents warrants and agrees that it is a sophisticated business entity familiar with the kind of transaction covered by the Agreement; it was represented by counsel or had full opportunity to consult with counsel.

14. Rights of Buyer:

14.1. Financing Statements Financing Statements and Security Interest. Following the occurrence of an Event of Default, Seller grants Buyer a security interest in all of Seller's present and future accounts receivable in an amount not to exceed the Purchased Amount, and in the Event of Default, not to exceed

the Purchased Amount and all fees and cost contemplated under this Agreement, wherever located, and related proceeds now or hereafter owned or acquired by Seller.

Seller authorizes Buyer to file one or more UCC-1 forms consistent with the Uniform Commercial Code ("UCC") in order to give notice of this security interest and that the Purchased Amount of Future Receipts is the sole property of Buyer. The UCC filing may state that such sale is intended to be a sale and not an assignment for security and may state that the Seller is prohibited from obtaining any financing that impairs the value of the Future Receipts or Buyer's right to collect same. Seller authorizes Buyer to debit

14.2. Right of Access. In order to ensure that Seller is complying with the terms of this Agreement, Buyer shall have the right to (i) enter, without notice, the premises of Seller's business for the purpose of inspecting and checking Seller's transaction processing terminals to ensure the terminals are properly programmed to submit and or batch Seller's weekly receipts to the Processor and to ensure that Seller has not violated any other provision of this Agreement, and (ii) Seller shall provide access to its employees and records and all other items as requested by Buyer, and (iii) have Seller provide information about its business operations, banking relationships, vendors, landlord and other information to allow Buyer to interview any relevant parties.

14.3. Phone Recordings and Contact. Seller agrees that any call between Buyer and Seller, and their agents and employees may be recorded or monitored. Further, Seller agrees that (i) it has an established business relationship with Buyer, its employees and agents and that Seller may be contacted from time-to-time regarding this or other business transactions; (ii) that such communications and contacts are not unsolicited or inconvenient; and (iii) that any such contact may be made at any phone number, emails address, or facsimile number given to Buyer by the Seller, its agents or employees, including cellular telephones.

15. Events of Default. The occurrence of any of the following events shall constitute an "Event of Default": (a) Seller interferes with Buyer's right to collect the Weekly Amount; (b) Seller violates any term of covenant in this Agreement; (c) Seller uses multiple depository accounts without the prior written consent of Buyer; (d) Seller changes its depositing account or its payment card processor without the prior written consent of Buyer; (e) Seller defaults under any of the terms, covenants and conditions of any other agreement with Buyer; or (f) Seller fails to provide timely notice to Buyer such that (i) where Seller is on a daily payment plan, two or more ACH transactions attempted by Buyer within one calendar month are rejected by Seller's bank, or (ii) where Seller is on a weekly payment plan, one or more ACH transaction attempted by Buyer is rejected by Seller's bank at any given time that such payment under the payment plan is due.

16. Remedies. If any Event of Default occurs, Buyer may proceed to protect and enforce its rights including, but not limited to, the following:

16.1. The Specified Percentage shall equal 100%. The full uncollected Purchased Amount plus all fees and charges (including legal fees) due under this Agreement will become due and payable in full immediately.

Initials: WCL

5

Agile Capital Funding
439638

16.2. Buyer may enforce the provisions of the Guaranty of Performance against the guarantor. Notwithstanding anything to the contrary herein, in the event that Seller receives funds, from its clients or customers or any entity holding its receivables or otherwise (collectively, the "A/C Holder"), for which the applicable A/C Holder for any reason is or may be responsible to make payment to Seller, then the Seller, agrees to make prompt payment of such funds to Buyer or to reimburse A/C Holder therefore in the event the A/C Holder has made such payment to their detriment, and Seller hereby guarantees to Buyer the prompt payment of such funds by Seller and further hereby indemnifies Buyer and any applicable A/C Holder from and against any and all loss, cost or expense in connection therewith.

16.3. Buyer may proceed to protect and enforce its rights and remedies by arbitration or lawsuit. In any such arbitration or lawsuit, under which Buyer shall recover Judgment against Seller, Seller shall be liable for all of Buyer's costs of the lawsuit, including but not limited to all reasonable attorneys' fees and court costs. However, the rights of Buyer under this provision shall be limited as provided in the arbitration provision set forth below.

16.4. [Intentionally Omitted]

16.5. Buyer may debit Seller's depository accounts wherever situated by means of ACH debit or facsimile signature on a computer-generated check drawn on Seller's bank account or otherwise for all sums due to Buyer

16.6. Seller shall pay to Buyer all reasonable costs associated with the Event of Default and the enforcement of Buyer's remedies, including but not limited to court costs and attorneys' fees

16.7. Buyer may exercise and enforce its rights as a secured party under the UCC.

16.8. All rights, powers and remedies of Buyer in connection with this Agreement may be exercised at any time by Buyer after the occurrence of an Event of Default, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

17. Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Buyer

18. Assignment. Buyer may assign, transfer or sell its rights to receive the Purchased Amount or delegate its duties hereunder, either in whole or in part, with or without prior written notice to Seller.

19. Notices.

19.1. Notices from Buyer to Seller. Buyer may send any notices, disclosures, terms and conditions, other documents, and any future changes to Seller by regular mail or by e-mail, at Buyer's option and Seller consents to such electronic delivery. Notices sent by e-mail are effective when sent. Notices sent by regular mail become effective upon mailing to Seller's address set forth in this Agreement.

19.2. Notices from Seller to Buyer. Seller may send any notices to Buyer by e-mail only upon the prior written consent of Buyer, which consent may be withheld or revoked at any time in Buyer's sole discretion. Otherwise, any notices or other communications from Seller to Buyer must be delivered by certified mail, return receipt requested, to Buyer's address set forth in this Agreement. Notices sent to Buyer shall become effective only upon receipt by Buyer.

20. Binding Effect; Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of Seller, Buyer and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Buyer which consent may be withheld in Buyer's sole discretion. This Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regards to any applicable principals of conflicts of law. Any suit, action or proceeding arising hereunder, or the interpretation, performance or breach of this Agreement, shall, if Buyer so elects, be instituted in any court sitting in New York, (the "Acceptable Forums"). Seller agrees that the Acceptable Forums are convenient to it, and submits to the jurisdiction of the Acceptable Forums and waives any and all objections to jurisdiction or venue. Should such proceeding be initiated in any other forum, Seller waives any right to oppose any motion or application made by Buyer to transfer such proceeding to an Acceptable Forum.

21. Survival of Representation, etc. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all obligations under this Agreement shall have been satisfied in full.

Initials: WCL

6

Agile Capital Funding
439638

22. Interpretation. All Parties hereto have reviewed this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice. No construction determinations shall be made against either Party hereto as drafter.

23. Entire Agreement and Severability. This Agreement embodies the entire agreement between Seller and Buyer and supersedes all prior agreements and understandings relating to the subject matter hereof. In case any of the provisions in this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of any other provision contained herein shall not in any way be affected or impaired.

24. Facsimile Acceptance. Facsimile signatures hereon, or other electronic means reflecting the party's signature hereto, shall be deemed acceptable for all purposes.

25. Confidentiality: The terms and conditions of this Agreement are proprietary and confidential unless required by law. Seller shall not disclose this information to anyone other than its attorney, accountant or similar service provider and then only to the extent such person uses the information solely for purpose of advising Seller and first agrees in writing to be bound by the terms of this Section. A breach entitles Buyer to damages and legal fees as well as temporary restraining order and preliminary injunction without bond.

26. Monitoring, Recording, and Solicitations.

26.1. Authorization to Contact Seller by Phone. Seller authorizes Buyer, its affiliates, agents and independent contractors to contact Seller at any telephone number Seller provides to Buyer or from which Seller places a call to Buyer, or any telephone number where Buyer believes it may reach Seller, using any means of communication, including but not limited to calls or text messages to mobile, cellular, wireless or similar devices or calls or text messages using an automated telephone dialing system and/or artificial voices or prerecorded messages, even if Seller incurs charges for receiving such communications

26.2. Authorization to Contact Seller by Other Means. Seller also agree that Buyer, its affiliates, agents and independent contractors, may use any other medium not prohibited by law including, but not limited to, mail, e-mail and facsimile, to contact Seller. Seller expressly consents to conduct business by electronic means.

27. JURY WAIVER. THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR ITS ENFORCEMENT, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

28. CLASS ACTION WAIVER. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

29. ARBITRATION. IF BUYER, SELLER OR ANY GUARANTOR REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ANY GUARANTOR SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO ALL OTHER PARTIES, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF BUYER, SELLER OR ANY GUARANTOR DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR NATIONAL ARBITRATION FORUM ("NAF"). BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR ANY ARBITRATION FILING FEE, HOWEVER, IN THE EVENT THAT BOTH SELLER AND THE GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER'S ARBITRATION FILING FEE AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, BUYER WILL PAY ALL ADMINISTRATION AND ARBITRATOR FEES. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR THE GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR THE GUARANTOR IS IMPROPER

Initials: WCL

7

Agile Capital Funding
439638

OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY THESE FEES ONLY IF REQUIRED BY THE AAA OR NAF RULES. SELLER AND THE GUARANTOR AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER OR ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ANY GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID.

30. RIGHT TO OPT OUT OF ARBITRATION. SELLER AND GUARANTOR(S) MAY OPT OUT OF THIS CLAUSE. TO OPT OUT OF THIS ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THIS CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT: BUYER – ARBITRATION OPT OUT, Agile Capital Funding, 244 Madison Ave, Suite 168, New York, NY 10016, ATTENTION: LEGAL DEPARTMENT.

31. SERVICE OF PROCESS. IN ADDITION TO THE METHODS OF SERVICE ALLOWED BY THE NEW YORK STATE CIVIL PRACTICE LAW & RULES (“CPLR”), SELLER HEREBY CONSENTS TO SERVICE OF PROCESS UPON IT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SERVICE HEREUNDER SHALL BE COMPLETE UPON SELLER’S ACTUAL RECEIPT OF PROCESS OR UPON BUYER’S RECEIPT OF THE RETURN THEREOF BY THE UNITED STATES POSTAL SERVICE AS REFUSED OR UNDELIVERABLE. SELLER MUST PROMPTLY NOTIFY BUYER, IN WRITING, OF EACH AND EVERY CHANGE OF ADDRESS TO WHICH SERVICE OF PROCESS CAN BE MADE. SERVICE BY BUYER TO THE LAST KNOWN ADDRESS SHALL BE SUFFICIENT. SELLER WILL HAVE (30) CALENDAR DAYS AFTER SERVICE HEREUNDER IS COMPLETE IN WHICH TO RESPOND. FURTHERMORE, SELLER EXPRESSLY CONSENTS THAT ANY AND ALL NOTICE(S), DEMAND(S), REQUEST(S) OR OTHER COMMUNICATION(S) UNDER AND PURSUANT TO THIS AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES SHALL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES.

32. FEE STRUCTURE.

- a. NSF: \$75.00
- b. ACH REJECTION: \$100.00
- c. BANK CHANGE: \$50.00
- d. BLOCKED ACCOUNT: \$2,500.00
- e. DEFAULT: \$5,000.00

Seller: EMMAUS MEDICAL, INC.

Agreed to by: /s/ WILLIS C. LEE (Signature)

Name: WILLIS C. LEE

Title: Authorized Representative

Guarantor: EMMAUS MEDICAL, INC.

Agreed to by: /s/ WILLIS C. LEE (Signature)

Name: WILLIS C. LEE

Title: Authorized Representative

Initials: WCL

GUARANTY OF PERFORMANCE

This Guaranty of Performance (this "Guaranty") is executed as of April 29, 2025, by EMMAUS MEDICAL, INC. (the "Guarantor"), for the benefit of Agile Capital Funding ("Buyer") ("Buyer").

Capitalized terms used herein, but not defined, shall have the meanings assigned to them in the Purchase Agreement (as hereinafter defined).

RECITALS

A. Pursuant to that Agreement for the Purchase and Sale of Future Receipts (the "Purchase Agreement"), dated of even date herewith, between Buyer and EMMAUS MEDICAL, INC seller), Buyer has purchased Future Receipts of Seller.

B. Buyer is not willing to enter into the Purchase Agreement unless Guarantor irrevocably, absolutely, and unconditionally guarantees prompt and complete performance to Buyer of all of the obligations of Seller; and

C. Guarantor will directly benefit from Buyer and Seller entering into the Purchase Agreement.

AGREEMENT

As an inducement to Buyer to purchase the Future Receipts identified in the Purchase Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor does hereby agree as follows:

1. Defined Terms: All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Purchase Agreement.

2. Guaranty of Obligations: Guarantor hereby irrevocably, absolutely and unconditionally guarantees to Buyer prompt and complete performance of all of Seller's obligations under the Purchase Agreement

3. Guarantor's Other Agreements: Guarantor will not dispose, convey, sell or otherwise transfer, or cause Seller to dispose, convey, sell or otherwise transfer, any material business assets of Seller without the prior written consent of Buyer, which may be withheld for any reason, until receipt of the entire Purchased Amount. Guarantor hereby agrees to pay all costs and attorney's fees incurred by Buyer in connection with any actions commenced by Buyer to enforce its rights or incurred in any action to defend its performance under the Purchase Agreement and this Guaranty. This Guaranty is binding upon Guarantor, and Guarantor's heirs, legal representatives, successors and assigns. If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several. The obligation of Guarantor shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between Seller and Buyer, or the existence of any defense, setoff or counterclaim which Seller may assert. Buyer is hereby authorized, without notice or demand and without affecting the liability of Guarantor hereunder, to at any time renew or extend Seller's obligations under the Purchase Agreement or otherwise modify, amend or change the terms of the Purchase Agreement. Guarantor is hereby notified that a negative credit report reflecting on his/her credit record may be submitted to a credit reporting agency if the terms of this Guaranty are not honored by the Guarantor.

4. Waiver; Remedies: No failure on the part of Buyer to exercise, and no delay in exercising, any right under this warranty shall operate as a waiver, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise of any other right. The remedies provided in this guaranty are cumulative and not exclusive of any remedies provided by law or equity. In the event that Seller fails to perform any obligation under the Purchase Agreement, Buyer may enforce its rights under this guaranty without first seeking to obtain performance for such default from Seller or any other guarantor.

5. Acknowledgment of Purchase: Guarantor acknowledges and agrees that the Purchase Price paid by Buyer to Seller in exchange for the Purchased Amount is a purchase of the Purchased Amount and is not intended to be treated as a loan or financial accommodation from Buyer to Seller. Guarantor specifically acknowledges Buyer is not a lender, bank or credit card processor, and that Buyer has not offered any loans to Seller, and Guarantor waives any claims or defenses of usury in any action arising out of this guaranty. Guarantor acknowledges the Purchase Price paid to Seller is good and valuable consideration for the sale of the Purchased Amount of Future Receipts.

Initials: WCL

9

Agile Capital Funding
439638

6. Governing Law and Jurisdiction: This guaranty shall be governed by, and constructed in accordance with, the internal laws of the State of New York without regard to principles of conflicts of law. Except as provided in Section 6 of this guaranty, guarantor submits to the exclusive jurisdiction and venue of the state or federal courts having jurisdiction over any city/county in the State of New York of any claims or actions arising, directly or indirectly, out of or related to this guaranty. The parties stipulate that the venues referenced in this Agreement are convenient. The parties further agree that the mailing by certified or registered mail, return receipt requested, of any process required by any such court will constitute valid and lawful service of process against them, without the necessity for service by any other means provided by statute or rule of court, but without invalidating service performed in accordance with such other provisions

7. JURY WAIVER: THE PARTIES WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR ITS ENFORCEMENT, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. THE PARTIES ACKNOWLEDGE THAT EACH MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION OF THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

8. CLASS ACTION WAIVER: THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

9. ARBITRATION: IF BUYER, SELLER OR ANY GUARANTOR REQUESTS, THE OTHER PARTIES AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF BUYER, SELLER OR ANY GUARANTOR SEEKS TO HAVE A DISPUTE SETTLED BY ARBITRATION, THAT PARTY MUST FIRST SEND TO THE OTHER PARTY, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE. IF BUYER, SELLER OR ANY GUARANTOR DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR NATIONAL ARBITRATION FORUM ("NAF"). BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR ANY ARBITRATION FILING FEE, HOWEVER, IN THE EVENT THAT BOTH SELLER AND THE GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER'S ARBITRATION FILING FEE AND, EXCEPT AS PROVIDED IN THE NEXT SENTENCE, BUYER WILL PAY ALL ADMINISTRATION AND ARBITRATOR FEES. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR THE GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR THE GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY THESE FEES ONLY IF REQUIRED BY THE AAA OR NAF RULES. SELLER AND THE GUARANTOR AGREE THAT, BY ENTERING INTO THIS AGREEMENT, THEY ARE WAIVING THE RIGHT TO TRIAL BY JURY. BUYER, SELLER OR ANY GUARANTOR MAY BRING CLAIMS AGAINST ANY OTHER PARTY ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, BUYER, SELLER AND ANY GUARANTOR AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS FOR MORE THAN ONE PERSON'S CLAIMS, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND THAT IF THIS SPECIFIC PROVISION IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID.

10. RIGHT TO OPT OUT OF ARBITRATION: SELLER AND GUARANTOR(S) MAY OPT OUT OF THIS CLAUSE. TO OPT OUT OF THIS ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THIS CLAUSE TO APPLY TO THIS AGREEMENT. FOR ANY OPT OUT TO BE EFFECTIVE, SELLER AND EACH GUARANTOR MUST SEND AN OPT OUT NOTICE TO THE FOLLOWING ADDRESS BY REGISTERED MAIL, WITHIN 14 DAYS AFTER THE DATE OF THIS AGREEMENT: BUYER – ARBITRATION OPT OUT, Agile Capital Funding 244 Madison Ave, Suite 168, New York, NY 10016,

Initials: WCL

10

Agile Capital Funding
439638

ATTENTION: LEGAL DEPARTMENT.

11. SERVICE OF PROCESS. IN ADDITION TO THE METHODS OF SERVICE ALLOWED BY THE NEW YORK STATE CIVIL PRACTICE LAW & RULES ("CPLR"), GUARANTOR HEREBY CONSENTS TO SERVICE OF PROCESS UPON IT BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, SERVICE HEREUNDER SHALL BE COMPLETE UPON GUARANTOR'S ACTUAL RECEIPT OF PROCESS OR UPON BUYER'S RECEIPT OF THE RETURN THEREOF BY THE UNITED STATES POSTAL SERVICE AS REFUSED OR UNDELIVERABLE. GUARANTOR MUST PROMPTLY NOTIFY BUYER, IN WRITING, OF EACH AND EVERY CHANGE OF ADDRESS TO WHICH SERVICE OF PROCESS CAN BE MADE. SERVICE BY BUYER TO THE LAST KNOWN ADDRESS SHALL BE SUFFICIENT. GUARANTOR WILL HAVE (30) CALENDAR DAYS AFTER SERVICE HEREUNDER IS COMPLETE IN WHICH TO RESPOND. FURTHERMORE, GUARANTOR EXPRESSLY CONSENTS THAT ANY AND ALL NOTICE(S), DEMAND(S), REQUEST(S) OR OTHER COMMUNICATION(S) UNDER AND PURSUANT TO THIS AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES SHALL BE DELIVERED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT FOR THE PURCHASE AND SALE OF FUTURE RECEIVABLES.

12. Severability: If for any reason any court of competent jurisdiction finds any provisions of this guaranty to be void or voidable, the parties agree that the court may reform such provision(s) to render the provision(s) enforceable ensuring that the restrictions and prohibitions contained in this guaranty shall be effective to the fullest extent allowed under applicable law

13. Opportunity for Attorney Review: The guarantor represents that it has carefully read this guaranty and has, or had a reasonable opportunity to, consult with its attorney. Guarantor understands the contents of this guaranty, and signs this guaranty as its free act and deed.

14. Counterparts and Facsimile Signatures: This guaranty may be signed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement. Facsimile or scanned documents shall have the same legal force and effect as an original and shall be treated as an original document for evidentiary purposes.

Corporate Guarantors (or other entities)

Guarantor: EMMAUS MEDICAL, INC (Print Name)

By: /s/ Willis C. Lee

Print Name or Signer: WILLIS C. LEE

Its: CEO (Official Position)

Initials: WCL

AUTHORIZATION AGREEMENT

FOR AUTOMATED CLEARING HOUSE TRANSACTIONS

EMMAUS MEDICAL, INC. ("seller") here by authorizes Agile Capital Funding ("Buyer") ("Buyer") to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other obligations due to Buyer from Seller under the terms of that Agreement for the Purchase and Sale of Future Receipts (the "Agreement") entered into between Seller and Buyer, as it may be amended, supplemented or replaced from time to time. In addition, if an Event of Default (as defined in the Agreement) occurs, Seller authorizes Buyer to debit any and all accounts controlled by Seller or controlled by any entity with the same Federal Tax Identification Number as Seller up to the total amount, including but not limited to, all fees and charges, due to Buyer from Seller under the terms of the Agreement.

Transfer Funds To/From: Name of Bank: US BANK

ABA Transit/Routing : 122235821

Checking Account : _____

This authorization is to remain in full force and effect until all obligations due to Buyer under the Agreement have been fulfilled.

Seller Information:

Seller s Name: EMMAUS MEDICAL, INC.

Signature of Authorized Representative: /s/ Willis C. Lee

Print Name: WILLIS C. LEE

Title: AUTHORIZED REPRESENTATIVE

Seller s Tax ID: _____

Date: 04 / 29 / 2025

[Attached Voided Check Here]

Initials: WCL

12

Agile Capital Funding
439638

Dear Seller,

Please fill out the form below with the access information for your bank account, please write legibly and indicate lower/upper case sensitivity.

Legal Name/DBA: Emmaus Medical, Inc.

Bank portal Website: https://singlepoint.usbank.com/cs70_bank

Username: _____

Password: _____

Security Question/Answer 1: _____

Security Question/Answer 2: _____

Security Question/Answer :3 _____

Security Question/Answer 4: _____

Security Question/Answer 5: _____

Security Question/Answer :6 _____

Any other information necessary to access your account: _____

Initials: WCL

13

Agile Capital Funding
439638

THIS FORM MUST BE FILLED OUT BEFORE FUNDING.

Dear Seller,

Please fill out the form below with contact information and reference.

Contact Information

Guarantor Name: Emmaus Medical, Inc.

Phone Number: 310-214-0065

Email: info@emmausmedical.com

Personal Reference #1

Name: _____

Phone Number: _____

Personal Reference #2

Name: _____

Phone Number: _____

Business Reference #1

Company Name: _____

Contact Name: _____

Business Phone: _____

Business Reference #2

Company Name: _____

Contact Name: _____

Business Number: _____

Emergency Contact

Name: _____

Relationship: _____

Phone Number: _____

Email: _____

Initials: WCL

NO STACKING ADDENDUM

Addendum (the "Addendum") to the Purchase and Sale of Future Receivables Agreement (the "Agreement") by: Seller(s):

EMMAUS MEDICAL, INC.

Purchaser: Agile Capital Funding ("Purchaser")

Purchase Price: \$ 1,450,000.00 Purchased Amount: \$2,102,500.00

Specified Percentage: 15%

1. Unless otherwise specifically defined herein, all capitalized terms in this Addendum shall have the meanings set forth in the Agreement.
2. Seller agrees and understands that while an outstanding balance of uncollected Receivables with Purchaser exists, Seller is **strictly prohibited** from entering into any transactions with a third party, whether an individual, company or other entity, to sell Future Receipts, or to initiate or accept a cash advance from any funding source without first paying off the outstanding balance with Purchaser. Seller understands and acknowledges that doing so would place Seller in breach of the Agreement, and ("Seller") a ("Guarantor") will be immediately liable for the full outstanding balance owed to Purchaser.
3. Seller further agrees not to create, incur or permit to exist any lien, security interest, pledge, charge or encumbrance of any kind in respect to Future Receivables while an outstanding balance of uncollected Receivables with Purchaser exists. In other words, Seller agrees not to use Future Receivables as collateral for any type of transaction while an outstanding balance with Purchaser exists.
4. Seller and Guarantor acknowledge that any false representation in this Addendum constitutes fraud and will trigger a default under the Agreement, entitling Purchaser to accelerate the receivable balance due and to seek any and all additional legal remedies available to the Purchaser provided for in the Agreement.
5. In further consideration of Purchaser entering into this transaction, Seller shall either (a) deliver to Purchaser all of Seller's bank account statements on or before the 10th day of every month during the term of the Agreement, or (b) provide Purchaser with active log on capabilities for every bank account maintained by Seller so that Purchaser can access all information Purchaser feels is necessary from such accounts.
6. In the event that Seller breaches the terms of Paragraphs 2, 3, 4 and/or 5 above, Purchaser shall have the following remedies, any or all of which may be exercised by Purchaser in its sole discretion:
 - (a) The Purchased Amount due at each payment interval set forth in the Agreement (whether daily, weekly, bi-weekly or monthly, as applicable), shall immediately double to the sum or to the extent the collection method is a credit card split the holdback percentage will double;
 - (b) The entire balance of the Purchased Amount shall be immediately due and payable;
 - (c) The Confession of Judgment, if any, shall be immediately filed with the appropriate court of law; and
 - (d) Purchaser shall avail itself of all additional remedies set forth in Section 16 of the Agreement.
7. The Addendum and is hereby incorporated into the Agreement by reference and constitutes part of the Agreement. Except as amended hereby, the Agreement shall be and remain in full force and effect and is hereby ratified and confirmed by Seller and Purchaser. If the terms and provisions of this Addendum are inconsistent with the Agreement, the terms and provisions of the Addendum shall govern to the extent of such inconsistency.
8. All written notices and consents required to be given hereunder shall be given in accordance with the notice requirements under Section 19 of the Agreement.

Initials: WCL

9. This Addendum may be executed with facsimile signatures and/or in any number of counterparts, each of which shall be deemed an original and all of such counterparts when taken together shall constitute but one and the same documents which shall be sufficiently evidenced by such executed counterparts.

Agreed and Accepted on behalf of Seller:_____

Seller: EMMAUS MEDICAL, INC.
Agreed to by: /s/ Willis C. Lee (Signature)
Name: WILLIS C. LEE
Title: Authorized Representative



Additional Seller Addendum to Purchase Agreement

Buyer	AGILE CAPITAL FUNDING LLC
Original Seller	EMMAUS MEDICAL, INC. Address: <u>21250 Hawthorne Bl 800, Torrance, CA 90503</u> EIN: <u>06-1708146</u>
Additional Seller(s)	EMMAUS LIFE SCIENCES, INC. Address: <u>21250 Hawthorne Bl 800, Torrance, CA 9</u> EIN: <u>87-0419387</u>
Additional Seller(s)	EMI HOLDING, INC. Address: <u>21250 Hawthorne Bl 800, Torrance, CA 9</u> EIN: <u>41-2254389</u>

This Additional Seller Addendum to Purchase Agreement ("Addendum") is entered into by and among the above referenced Parties and amends that certain Purchase Agreement between Buyer and Original Seller dated April 29, 2025 (the "Purchase Agreement").

Each Additional Seller desires to enter into the Purchase Agreement and to agree to all the terms of the Purchase Agreement, so that they will all fully apply to such Additional Seller to the same extent as if the Additional Seller had executed the Purchase Agreement itself. Therefore, each of the Parties agree as follows:

1. Each Additional Seller is fully bound by all the terms, conditions, representations, warranties and covenants of the Agreement. The Purchase Agreement is fully incorporated into this Addendum by reference and binds and inures to the benefit of each of the Parties hereto, and all their heirs, successors and assigns, the same as if such Additional Seller had signed the Purchase Agreement. All references to "Seller" in the Purchase Agreement mean individually, collectively and interchangeably the Original Seller and each Additional Seller. Notwithstanding the foregoing, the Parties acknowledge that the initial Weekly Amount established in the Purchase Agreement is based on the average monthly sales of the Original Seller only. By signing this Addendum and adding the Additional Sellers to the Purchase Agreement, the Parties do not intend to re-calculate the Weekly Amount by including the average monthly sales of the Additional Sellers. The Parties therefore agree that the Weekly Amount shall remain the same following the execution of this Addendum, subject to the Parties' right request changes to the Weekly Amount as set forth in the Purchase Agreement.
2. Each Additional Seller agrees to and enters into the Purchase Agreement as a Seller and hereby joins in the sale of its Future Receipts and agrees to deliver the Amount Sold to Buyer on the terms and conditions set forth in the Purchase Agreement. The obligation of each Seller to deliver the entire Amount Sold is joint and several. Any default by a Seller under the Purchase Agreement shall constitute a default of every Seller under the Purchase Agreement. Each Seller hereby guarantees the prompt performance of the obligations of the other Sellers under the Purchase Agreement. Buyer may file suit against, or otherwise seek to collect receipt of the Amount Sold from any Seller without the necessity of Buyer first seeking to collect payment from the any other Seller or other party that may be liable for the obligations created by the Purchase Agreement.
3. The Original Seller has received the Purchase Price on behalf of itself and the Additional Sellers. The Purchase Price shall be allocated among the Sellers in such amount a. they may agree upon, but each shall have an undivided interest in the entire Purchase Price. Each Additional Seller is an affiliate that controls, is controlled by, or under common control with, the Original Seller. The Additional Sellers agree that joining in the sale of the Amount Sold by signing this Addendum is in the mutually beneficial interest of all Sellers.
4. The Parties acknowledge that each Additional Seller may maintain separate bank accounts and each Additional Seller will take such actions as are necessary or appropriate to enable Buyer to debit such Additional Seller's Approved Account. Each Seller agrees that Buyer may debit any or all Approved Accounts in such amounts as Buyer determines in its discretion until Buyer receives the Weekly Amount . Buyer shall not be required to debit each

Initials: WCL

17

Agile Capital Funding
439638

Approved Account in any specific amount or order to obtain the Weekly Amount and may, for example, debit it the Approved Account of any single Seller in an amount equal to the entire Weekly Amount .

5. Any notice to an Additional Seller in connection with the Purchase Agreement or this Addendum may be given to such the Original Seller on behalf of such Additional Seller in the manner set forth in the Purchase Agreement.

By their signatures below the Parties agree to be bound by this Addendum

Buyer

AGILE CAPITAL FUNDING LLC

By: /s/ Aaron Greenblott

Title: CFO

Original Seller

EMMAUS MEDICAL, INC.

By: /s/ Willis C. Lee

Title: 21250 Hawthorne Bl 800, Torrance, CA 9

Additional Seller(s)

EMMAUS LIFE SCIENCES, INC.

By: /s/ Willis C. Lee

Title: Authorized Signer

Business Address:

21250 Hawthorne Bl 800, Torrance, CA 9

EMI HOLDING, INC.

By: /s/ Willis C. Lee

Title: Authorized Signer

Business Address:

Consent and Reaffirmation of Guarantor

Each undersigned guarantor ("Guarantor") hereby reaffirms the Guaranty of Performance ("Guaranty") provided for the benefit of the Buyer, pursuant to which Guarantor guaranteed to Buyer the prompt and complete performance of all the Seller's obligations under the Purchase Agreement. Each Guarantor consents to the addition of the Additional Sellers as contemplated by this Addendum and agrees that, as used in the Guarantee. "Seller" means individually, collectively and interchangeably the Original Seller and each Additional Seller.

Authorized Signer: WILLIS C. LEE (Print Name) Signature: /s/ Willis C. Lee

Initials: WCL






EXHIBIT B-4
REPAYMENT AND AMORTIZATION SCHEDULE

Projected Payment Schedule	
	Weekly Payment
5/8/2025	\$61,838.24
5/15/2025	\$61,838.24
5/22/2025	\$61,838.24
5/29/2025	\$61,838.24
6/5/2025	\$61,838.24
6/12/2025	\$61,838.24
6/19/2025	\$61,838.24
6/26/2025	\$61,838.24
7/3/2025	\$61,838.24
7/10/2025	\$61,838.24
7/17/2025	\$61,838.24
7/24/2025	\$61,838.24
7/31/2025	\$61,838.24
8/7/2025	\$61,838.24
8/14/2025	\$61,838.24
8/21/2025	\$61,838.24
8/28/2025	\$61,838.24
9/4/2025	\$61,838.24
9/11/2025	\$61,838.24
9/18/2025	\$61,838.24
9/25/2025	\$61,838.24
10/2/2025	\$61,838.24
10/9/2025	\$61,838.24
10/16/2025	\$61,838.24
10/23/2025	\$61,838.24
10/30/2025	\$61,838.24
11/6/2025	\$61,838.24
11/13/2025	\$61,838.24
11/20/2025	\$61,838.24
11/27/2025	\$61,838.24
12/4/2025	\$61,838.24
12/11/2025	\$61,838.24
12/18/2025	\$61,838.24
12/25/2025	\$61,838.08
Total	\$2,102,500.00

Initials: WCL

Title	EMMAUS MEDICAL INC.-439638
File name	EMMAUS_MEDICAL_INC.-439638.pdf
Document ID	beca5377ad17e4669e5b29665a6d1c8d80e5aa07
Audit trail date format	MM / DD / YYYY
Status	<div>Signed</div>

Document history

<div> SENT</div>	<div>04 / 29 / 2025</div> <div>14:06:40 UTC-4</div>	<div>Sent for signature to WILLIS C. LEE</div> <div>(wlee@emmauslifesciences.com) and Aaron Greenblott</div> <div>(contracts@lendwizely.com) from contracts@lendwizely.com</div> <div>IP: 71.105.210.36</div>
<div> VIEWED</div>	<div>04 / 29 / 2025</div> <div>14:10:03 UTC-4</div>	<div>Viewed by WILLIS C. LEE (wlee@emmauslifesciences.com)</div> <div>IP: 47.176.83.230</div>
<div> SIGNED</div>	<div>04 / 29 / 2025</div> <div>15:07:17 UTC-4</div>	<div>Signed by WILLIS C. LEE (wlee@emmauslifesciences.com)</div> <div>IP: 47.176.83.230</div>
<div> VIEWED</div>	<div>04 / 30 / 2025</div> <div>17:18:04 UTC-4</div>	<div>Viewed by Aaron Greenblott (contracts@lendwizely.com)</div> <div>IP: 71.105.210.36</div>
<div> SIGNED</div>	<div>04 / 30 / 2025</div> <div>17:18:23 UTC-4</div>	<div>Signed by Aaron Greenblott (contracts@lendwizely.com)</div> <div>IP: 71.105.210.36</div>
<div> COMPLETED</div>	<div>04 / 30 / 2025</div> <div>17:18:23 UTC-4</div>	<div>The document has been completed.</div>



Future Receivables Sale and Purchase Agreement Requirements:

- Please review and verify your bank account information where indicated, or if it is missing, fill in the correct information on page 17 of the agreement.
- MAKE SURE ALL THE REFERENCES ARE FILLED OUT ON THE PAGE 20
- Please return:
 - CC Processing Statement or A/R Report
 - Proof of business that has the company EIN for confirmation (IRS Doc, K-1, Tax return)
 - No notary needed just clear signed documents

Please fill in the below:

Merchant contact information:

Name: LEE WILLIS CHANGCHOON

Email: wlee@emmauslifesciences.com

Preferred phone number: (408) 205-8705



500 WEST PUTNAM AVENUE SUITE 400, GREENWICH, CT 06830

FUTURE RECEIVABLES SALE AND PURCHASE AGREEMENT

This Future Receivables Sale and Purchase Agreement (the "Agreement"), dated 06/09/2025, by and between I Fund Experts (the "Purchaser") and the seller(s) listed herein (collectively, the "Seller") (all capitalized terms shall have the meanings ascribed to them below):

Business Legal Name: EMMAUS MEDICAL, INC.

D/B/A:

Form of Business Entity: CORPORATION



EIN #:

Physical Address: 21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503

Mailing Address:

PURCHASE PRICE:	PURCHASED AMOUNT:	SPECIFIED PERCENTAGE:	INITIAL INSTALLMENT:	TOTAL FEES:	NET AMOUNT:
\$ 750,000.00	\$ 1,012,500.00	11.25%	\$ 50,625.00	\$ 37,550.00	\$ 712,450.00

FOR THE SELLER #1



By: /s/ Willis C. Lee

Name: LEE WILLIS CHANGCHOON

Title: Owner/Agent/Manager

Email: wlee@emmauslifesciences.com



Business Phone:

FOR THE SELLER #2

By: _____

Name:

Title:

Email:

Business Phone:

***Accurate contact information is required to provide the Seller with important information regarding the Agreement.**

EMMAUS MEDICAL, INC

OWNER/GUARANTOR #2



By: /s/ Willis C. Lee

Name: LEE WILLIS CHANGCHOON

SSN:

Phone:

Address:

By: _____

Name:

SSN:

Phone:

Address:



WHEREAS, the purpose of this Agreement is to set forth the terms and conditions in relation to the purchase of future receivables from the Seller;

WHEREAS, the Seller is entering into this Agreement voluntarily and has had ample opportunity to review this Agreement prior to executing it;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other valuable consideration, the sufficiency of which is agreed to by the parties hereto, the Purchaser and the Seller (collectively, the Parties"), hereby agree as follows:

I. BASIC TERMS AND DEFINITIONS.

- a. **"Applicable Fees"**: all initial costs and fees that Seller agrees to pay to the Purchaser as consideration. The total sum of the Applicable Fees shall be deducted from the Purchase Price prior to Seller receiving the funds from the Purchase Price (as defined below);
- b. **"Bank Change Fee"**: In the event the Seller requests a change in bank accounts for the ACH payments, a \$50.00 bank change fee shall be added;
- c. **"Wire Fee"**: In the event a Seller shall request a Fed Wire, a \$50.00 wire fee shall be added;
- d. **"ACH Program Fee"**: The total amount per month Seller shall pay for the duration of the Agreement towards the ACH Program;
- e. **"UCC Filing Fee"**: The total amount Seller shall reimburse Purchaser for the UCC filing associated with this Agreement;
- f. **"Collection Fees and Costs"**: In the event the Seller or Guarantor breaches the terms of this Agreement, the Seller and/or Guarantor shall be liable for Purchaser's reasonable attorney's fees and costs of collection and/or to enforce any term in the Agreement, in addition to any other damages awarded by a court.
- g. **"Bank Holiday"**: Business Days (as defined below) in which major banks are closed for business;
- h. **"Business Day"**: Monday through Friday, with the exception of bank holidays;
- i. **"Daily Receipts"**: the amount of Future Receipts (as defined below) received by Seller on a daily basis;
- j. **"Effective Date"**: the date set forth in the preamble of this Agreement;
- k. **"Future Receipts"**: all of the Seller's receipts of monies for the sale of its goods and services after the Effective Date of this Agreement;
- l. **"Net Amount"**: the consideration transferred to Seller after the Applicable Fees, Origination Fees, and/or the Prior Balance (as defined below) are deducted;
- m. **"Obligations"**: the terms and conditions the Purchaser is bound to under this Agreement;
- n. **"Origination/Underwriting Fee"**: the agreed upon fee between the Seller and a third-party Broker, which shall be deducted from the Net Amount. This fee is to cover the expenses associated with origination, underwriting and related expenses pursuant to this Agreement. If for any reason the Purchaser, in their sole capacity, decides to cancel the deal, the Parties agree the Seller is still responsible for this fee;
- o. **"Parties"**: collectively, the Purchaser, Merchant, Guarantor and Seller;
- p. **"Prior Balance"**: Outstanding balance on a previous executed Agreement between the Parties;
- q. **"Purchased Amount"**: the total amount of the Specified Percentage of the Future Receipts that the Seller shall be under obligation to deliver and permit Purchaser to debit pursuant to this Agreement;
- r. **"Purchase Price"**: the total amount that the Purchaser has agreed to pay for the Purchased Amount;
- s. **"Scheduled Remittance"**: the fixed amount that the Parties agree to be a good faith approximation of the Specified Percentage (as defined below) of the Seller's Daily Receipts. Scheduled Remittance shall begin on 06/04/2025 and be processed daily. In the event a Scheduled Remittance is due on a banking holiday, Purchaser shall schedule an additional payment on the previous business day prior to said banking holiday;
- t. **"Specified Percentage"**: 11.25 % of each and every sum from sales made by the Seller of Future Receipts.
- u. **"Total Fees"**: the total of all fees deducted or withheld at disbursement.
- v. **"Closing Costs"**: the total of the Applicable Fee, the Prior Balance and the Origination Fee,

II. TERM. This Agreement does not have a fixed duration and shall expire upon the date when the Purchased Amount and all other sums due to the Purchaser are paid in full ("Expiration Date").

III. SALE OF PURCHASED FUTURE RECEIPTS. Seller hereby irrevocably assigns, transfers and conveys onto Purchaser all of the Seller's right, title and interest in the Specified Percentage of the Future Receipts until the Purchased Amount shall have been delivered by Seller to Purchaser ("Purchased Future Receipts"). This sale of the Purchased Future Receipts is made without express or implied warranty to Purchaser of collectability of the Purchased Future Receipts by Purchaser and without recourse against Seller and/or Guarantor(s), except as specifically set forth in this Agreement. By virtue of this Agreement, Seller transfers to Purchaser full and complete ownership of the Purchased Future Receipts and Seller retains no legal or equitable interest therein.



IV. PAYMENT OF PURCHASE PRICE. As good faith consideration, Purchaser agrees to pay to Seller the Purchase Price, less any Applicable Fees, Prior Balance (if applicable) and Origination Fees, upon execution of this Agreement.

V. USE OF PURCHASE PRICE. Seller hereby acknowledges and understands that: (i) Purchaser's ability to collect the Purchased Amount (or any portion thereof) shall be contingent upon Seller's continued operation of its business and successful generation of the Future Receipts until the Purchased Amount is delivered to Purchaser in full; and (ii) in the event of decreased efficiency or total failure of Seller's business, Purchaser's receipt of the full or any portion of the Purchased Amount may be delayed indefinitely. Based upon the forgoing, Seller agrees to use the Purchase Price exclusively for the benefit and advancement of Seller's business operations and for no other purpose.

VI. INITIAL DAILY INSTALLMENTS OF PURCHASED AMOUNTS. The Purchased Amount shall be delivered by the Seller to the Purchaser daily in the amount of the Initial Daily Installment on each Business Day commencing on the Effective Date. In the event a Scheduled Remittance is due on a Bank Holiday in which Purchaser's ACH processor does not process payments, Purchaser shall schedule an additional ACH payment on the Business Day immediately preceding said Bank Holiday.

VII. APPROVED BANK ACCOUNT AND CREDIT CARD PROCESSOR(S). During the term of this Agreement, the Seller shall:

(i) deposit all Future Receipts into one (and only one) bank account, which shall be preapproved by the Purchaser (the "Approved Bank Account"); (ii) use one (and only one) credit card processor, which shall be preapproved by the Purchaser (the "Approved Processor"); and (iii) deposit all credit card receipts into the Approved Bank Account. In the event the Approved Bank Account or Approved Processor shall become unavailable or shall cease to operate during the term of this Agreement, Seller shall arrange for another Approved Bank Account or Approved Processor within twenty-four (24) hours.

VIII. AUTHORIZATION TO DEBIT APPROVED BANK ACCOUNT. The Seller hereby authorizes the Purchaser to initiate electronic payments or ACHdebits from the Approved Bank Account in the amount of the Initial Daily Installment on each BusinessDaycommencingon theEffective Date untilthe PurchaserreceivesthefullPurchasedAmount. The Parties agree that the Seller shall provide Purchaser with all access code(s) for the Approved Bank Account.

IX. FEES ASSOCIATED WITH DEBITING APPROVED BANK ACCOUNT. All fees, charges and expenses incurred by either Party due to rejected electronic checks, failed ACH debit attempts, overdrafts or rejections by Seller's banking institution shall be the sole responsibility of the Seller.

X. RECONCILIATION.

a. Seller'sRightforReconciliation. ThePartieseachacknowledgeandagreethat:

- i. If at any time during the term of this Agreement Seller shall experience unforeseen decreases to their Daily Receipts, the Seller shall have the right, at its sole and absolute discretion, to request a modification to their Scheduled Remittance.
- ii. Such modification to their Scheduled Remittance (the "Reconciliation") shall be performed by the Purchaser within five (5) Business Days following the written request by Seller for said Reconciliation.

b. ReconciliationProcedure.

- i. Seller shall submit a written request for Reconciliation via email accounting@IFundExperts.com with the subject line, "REQUEST FOR RECONCILIATION";
- ii. Said written request shall include a copy of the Seller's most recent bank statement and credit card processing statement;
- iii. ThePurchaser shallhave five (5)Business Daysto reviewtheRequestforReconciliation.

c. Warranties. The Seller shall have the right to request Reconciliation as many times during the term of this Agreement as it deems proper. Nothing set forth in this Agreement shall be deemed to provide the Seller with the right to interfere with the Purchaser's right and ability to debit the Approved Bank Account while the request for Reconciliation is pending oruntil the Purchased Amount is collected by the Purchaser in full; or modify the amount of the Initial Daily Installment for any calendar month without prior approval of all Parties.



XI. SELLER'S RIGHT TO ACCELERATE REMITTANCE OF THE OUTSTANDING PORTION OF THE PURCHASED AMOUNT OF FUTURE RECEIPTS ("OUTSTANDING PAFR").

- a. Sellershallhavetheright, atanytime afterreceipt ofthePurchase Priceand uponobtaining Purchaser'spriorwritten consent to accelerate the delivery of the undelivered portion of the Purchased Amount of Future Receipts (the "Outstanding PAFR") so long as:
 - i. The Outstanding PAFR is paid in full;
 - ii. such notice shall be in writing stating the exact amount due and delivery date of payment; and
 - iii. Initial Daily Installments continue as schedule until the Outstanding PAFR is paid to the Purchaser.
- b. Upon proper delivery of the Outstanding PAFR to Purchaser and written confirmation by Purchaser, Seller's obligations to the Purchaser shall be deemed completed and fulfilled.

XII. PURCHASER'S RIGHTS AND OBLIGATIONS UPON RECEIPT OF OUTSTANDING PAFR.

- a. Purchaser shall notify the Approved Bank Account and cease Initial Daily Installments or Adjusted Daily Installments payments to Purchaser's bank account within three (3) business days.
- b. In the event Purchaser shall receive Initial Daily Installments or Adjusted Daily Installments after the Accelerated Delivery Date, Purchaser shall immediately:
 - i. Return to Seller the total sum of the Initial Daily Installments or Adjusted Daily Installment payments received after the delivery of the Outstanding PAFR to Purchaser; or
 - ii. Apply the total sum of the Initial Daily Installments or Adjusted Daily Installments received by Purchaser after the Accelerated Delivery Date toward Seller's outstanding financial obligations to Purchaser existing as of the Accelerated Delivery Date.
- c. Seller acknowledges and agrees that the Purchaser shall have the right to apply the total sum of the Initial Daily Installments or Adjusted Daily Installments received by the Purchaser after the Accelerated Delivery Date toward Seller's outstanding financial obligations between the Parties.

XIII. RISK SHARING ACKNOWLEDGMENTS AND ARRANGEMENTS. The Parties each hereby acknowledge and agree that:

- a. The Purchased Future Receipts represent a portion of Seller's Future Receipts.
- b. This Agreement consummates the sale of the Purchased Future Receipts at a discount, not the borrowing of funds by the Seller from Purchaser. Purchaser does not charge the Seller and will not collect from the Seller any interest on the monies used by the Purchaser for the purchase of the Purchased Future Receipts.
- c. The period of time that it will take the Purchaser to collect the Purchased Amount is not fixed, is unknown to both Parties at this time and will depend on the success of the Seller's business.
- d. The amount of the Initial Daily Installment is calculated based upon the information concerning an average amount of Daily Receipts collected by the Seller's business immediately prior to the Effective Date of this Agreement, as well as representations regarding the Seller's estimated Future Receipts provided by the Seller to the Purchaser.
- e. The amount of Seller's future Daily Receipts may increase or decrease over time.
- f. Seller may not be in breach or in default of this Agreement in the event the full Purchased Amount is not remitted because the Seller's business went bankrupt or otherwise ceased operations in the ordinary course of business.
 - i. EXCEPTION: Seller will be deemed in breach or in default if the Seller's business goes bankrupt or ceases operations due to the Seller's willful or negligent mishandling of its business or Seller purposefully failing to comply with the obligations or this Agreement.



- g. The Purchaser agrees to purchase the Purchased Future Receipts knowing the Seller's business may slow down or fail.
- h. The Purchaser assumes the risk based exclusively upon the information provided to it by the Seller and is detrimentally relying on the Seller's representations, warranties and covenants contained in this Agreement.
- i. The Purchaser hereby acknowledges and agrees that Seller may be excused from performing its obligations under this Agreement in the event Seller's business ceases its operations exclusively due to the following (collectively, the "Valid Excuses"):
 - i. Adverse business conditions that occurred for reasons outside of Seller's control and are not due to Seller's willful or negligent mishandling of its business;
 - ii. Loss of the premises where the business operates due to force majeure, provided that the Seller does not continue or resume business operations in another location;
 - iii. Seller's bankruptcy, so long as the Seller did not fraudulently, willfully or negligently refuse to disclose proper documentation to the Purchaser prior to the execution of this Agreement; or
 - iv. Force majeure.
- j. The Purchaser reserves the right to apply monies received pursuant to this Agreement first toward any fees and then toward the Purchased Amount.
- k. The Parties agree that the Purchase Price is paid to the Seller in consideration for the acquisition of the Purchased Future Receipts and that payment of the Purchase Price by the Purchaser is not intended to be, nor shall it be construed as a loan from the Purchaser to the Seller that requires absolute and unconditional repayment on a specified maturity date. The Purchaser's ability to receive the Purchased Amount is conditional upon the performance of the Seller's business.
- l. In the event a court shall determine that the Purchaser has charged or received interest hereunder in excess of the highest rate allowed by law, the rate of such interest received by the Purchaser shall automatically be reduced to the maximum rate permitted by applicable law and the Purchaser shall promptly refund to the Seller any excess interest remitted.

XIV. APPLICABLE FEES. The Parties acknowledge the Applicable Fees were agreed upon prior to the Seller entering into this Page 4 of 21 Guarantor #1 Initials: [] Guarantor #2 Initials: [] Agreement, were subject to arms-length negotiations between the Parties and a detailed list of the Applicable Fees is set forth in Exhibit A of this Agreement.

XV. ORIGINATION FEE. To the extent that the Seller has agreed to a Broker Fee with a third-party broker, the Seller hereby requests and agrees for the Purchaser to withhold the Broker Fee from the Purchase Price and for the Purchaser to pay the third-party broker directly as per the directive in Rider 3.

XVI. NO OTHER REDUCTIONS OF PURCHASE PRICE. The Seller hereby:

- a. Agrees to pay the Applicable Fee, the Prior Balance and the Origination Fee (collectively, the "Closing Costs") in full;
- b. Authorizes the Purchaser to apply a portion of the Purchase Price due to the Seller toward satisfaction of the Seller's obligation to pay the Closing Costs by deducting them from the Purchase Price prior to delivering it to the Seller;
- c. Agrees that deduction of the Closing Costs from the Purchase Price shall not be deemed a reduction of the Purchase Price.



XVII. REPRESENTATIONS, WARRANTIES & COVENANTS. The Seller represents and warrants that as of the Effective Date and during the term of this Agreement:

- a. Financial Condition and Financial Information. The Seller's bank and financial statements furnished to the Purchaser, along with any future statements which may be furnished hereafter, fairly represent the financial condition of the Seller on the date the statements are issued. Prior to the execution of this Agreement, there has been no material adverse changes, financial or otherwise, in the operation or ownership of the Seller. The Seller has a continuing, affirmative obligation to advise the Purchaser of any material adverse change in its financial condition, operation or ownership and/or banking log-in credentials. The Purchaser may request the Seller's bank statements at any time until the Purchased Future Receipts are remitted to the Purchaser and the Seller shall provide such information to the Purchaser within five (5) business days. The Seller's failure to provide such information or blocking access to the Approved Bank Account is deemed a material breach of this Agreement.
- b. Governmental Approvals. The Seller is in compliance and shall remain in compliance with all applicable laws and has the proper valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the business in which its presently engaged.
- c. Good Standing. The Seller is a corporation/limited liability company/limited partnership/or other type of entity ("business entity") that is in good standing and duly incorporated or otherwise organized and validly existing under the laws of its jurisdiction of incorporation or organization, and has the full power and authority necessary to carry its business as it is now being conducted. In the event the business entity is dissolved for any reason, the Seller shall advise the Purchaser within five (5) business days **prior** to the dissolution for any reason. This Agreement shall remain in full effect despite the dissolution of the business entity and any subsequent business entities formed by the Seller(s) may be responsible for the Purchased Future Receipts.
- d. Authorization. The Seller represents has all requisite power to execute, delivery and perform this Agreement and consummate the transactions contemplated hereunder. The Seller also represents and warrants that entering into this Agreement will not result in the breach, violation or default under any other agreement or instrument by which the Seller is bound; nor are any statutes, rules, regulations, orders or other laws to which the Seller is subject to. The Seller further represents and warrants that entering into this Agreement does not require the obtaining of any consent, approval, permit or license from any governmental authority having jurisdiction over the Seller. All organization and other proceedings required to be taken by the Seller to authorize the execution, delivery and performance of this Agreement have already been taken. The Personal Guarantor signing this Agreement on behalf of the Sellers has full power and authority to bind the Seller to perform its obligations under this Agreement.
- e. Accounting Records and Tax Returns. The Seller will treat the receipt of the Purchase Price and payment of the Purchased Amount in a manner evidencing sale of its future receipts in its accounting records and tax returns and further agrees that the Purchaser is entitled to audit the Seller's accounting records and tax returns upon reasonable notice in order to verify compliance. The Seller hereby waives any rights of privacy, confidentiality or taxpayer privilege in any litigation or arbitration arising out of this Agreement in which the Seller asserts that this transaction is anything other than a sale of future receipts.
- f. Taxes; Workers Compensation Insurance. The Seller has paid and will continue to promptly pay, when due, all taxes, including, without limitation, income, employment, sales and use taxes imposed upon the Seller's business by law. The Seller further asserts they will maintain workers compensation insurance required by applicable governmental authorities.
- g. No Diversion of Future Receipts. The Seller shall not allow any event to occur that would cause a diversion of any portion of the Seller's Future Receipts from the Approved Bank Account or Approved Processor without the Purchaser's written permission.
- h. Change of Name of Location. The Seller, any successor-in-interest of the Seller and the Guarantor shall not conduct Seller's business under any name other than those disclosed to the Approved Processor and the Purchaser. The Seller shall not change or transfer ownership or change its place of business without obtaining prior written consent of the Purchaser.



- i. Prohibited Business Transactions. The Seller shall not: transfer or sell all or substantially all of its assets without first obtaining prior written consent of the Purchaser.
- j. No Closing of the Business. The Seller will not sell, dispose, transfer or otherwise convey all or substantially all of its business or assets without first: (i) obtaining the express prior written consent of the Purchaser; and (ii) upon obtaining written consent, providing the Purchaser with a copy of the executed Agreement between the Seller and the third-party. The Seller agrees that until the Purchaser shall receive the Purchased Amount in full, the Seller will not voluntarily close its business either temporarily for repairs, renovations or any other purpose; or permanently. In the event repairs or renovations are required as per legal authorities having jurisdiction over the Seller's business or such closing is necessitated by circumstances outside of the Seller's reasonable control, the Seller shall provide the Purchaser with written notice as soon as the Seller is aware.
- k. No Pending Bankruptcy. As of the Effective Date, the Seller is not insolvent, has not filed, does not contemplate filing any petition for bankruptcy protection. There has been no involuntary bankruptcy petition brought or pending against the Seller. The Seller represents that it has not consulted with a bankruptcy attorney on the issue of filing bankruptcy or some other insolvency proceeding within six months immediately preceding the Effective Date of this Agreement.
- l. Unencumbered Future Receipts. The Seller has and will continue to have good, complete and marketable title to all Future Receipts, free and clear of any and all liabilities, liens, claims, charges, restrictions, conditions, options, rights, mortgages, security interests, equities, pledges and encumbrances of any kind or nature whatsoever or any other rights or interests other than by virtue of entering into this Agreement. Seller specifically warrants and represents that it is not currently bound by the terms of any future receivables or factoring agreement which may encumber in any way the Future Receipts.
- m. No Stacking. The Seller shall not enter into any third-party agreement which may encumber on the Future Receipts purchased by the Purchaser.
- n. Business Purpose. The Seller is entering into this Agreement solely for business purposes and not as a consumer for personal, family or household purposes.
- o. No Default Under Contracts with Third-Parties. The Seller's execution and/or performance of its obligations under this Agreement will not cause or create an event of default by the Seller under any contract in which Seller is or may be a party to.
- p. Right of Access. The Seller hereby grants the Purchaser the right to enter, without prior notice, the premises of the Seller's business for the purpose of inspecting or checking the Seller's transaction processing terminals to ensure the terminals are properly programmed to submit and/or batch Seller's daily receipts to the Approved Processor and to ensure that the Seller has not violated any provisions of this Agreement. The Seller hereby grants the Purchaser access to the Seller's employees, records and all other items located at the Seller's place of business during the term of this Agreement. Seller hereby agrees to provide the Purchaser any and all information concerning the Seller's business operations, banking relationships, names and contact information of the Seller's suppliers, vendors and landlord(s) and allows the Purchaser to contact said third-parties at any time.
- q. Phone Recordings. The Parties agree that any call between the Parties and its owners, managers, employees, and agents may be recorded and/or monitored. The Seller acknowledges and agrees that the Seller may be contacted by the Purchaser or any of their authorized representatives at any time regarding the performance of the Seller's obligations pursuant to this Agreement. The Seller further acknowledges and agrees they will not claim that such communications are unsolicited or inconvenient.
- r. Authorized Representative. The Parties agree and acknowledge the signatories to this Agreement are authorized to make managerial and financial decisions on behalf of the Seller with respect to this Agreement and have such knowledge, experience and skill in financial and business matters, thus having the capability of evaluating the merits and risks of this Agreement.



- s. Attorney Representation. The Sellers acknowledge and agree that they had read and fully understand the content of this Agreement; had the opportunity to consult with Seller's own counsel in connection with entering into this Agreement; and had made sufficient inquiries to determine this Agreement is fair and reasonable to the Seller.
- t. No Additional Fees Charged. The Parties agree other than the Closing Costs, if any, the Purchaser is not charging any additional fees to the Seller.

XVIII. PLEDGE OF SECURITY

- a. Pledge. As security for the prompt and complete payment and performance of any and all liabilities, obligations, covenants or agreements of the Seller pursuant to this Agreement (collectively, the "Obligations"), the Seller hereby pledges, assigns and hypothecates to the Purchaser (the "Pledge") and grants to the Purchaser a continuing, perfected and first priority lien upon and security interest in all of the Seller's rights, titles and interest in all accounts, including, but not limited to: deposit accounts, accounts receivables, other receivables, chattel paper, documents, equipment, general intangibles, instruments and inventory (collectively, the "Collateral"), whether now existing or hereinafter acquired.
- b. Termination of the Pledge. Upon the payment in full of the Obligations by the Seller, the security interest in the Collateral pursuant to this Pledge shall automatically terminate without any further act of either Party and all rights to the Collateral shall revert back to the Seller. Upon Seller's request, the Purchaser will execute, acknowledge and deliver such satisfactions, releases and termination statements, in writing.
- c. Representations. The Seller hereby represents and warrants to the Purchaser that the execution, delivery and performance by the Seller of this Pledge, and the remedies in respect to the Collateral under this Pledge:
- i. Are duly authorized;
 - ii. Do not require the approval of any governmental authority or any other third-party;
 - iii. Do not and shall not violate or result in the breach of any provision of law or regulation, any order or decree of any court or other governmental authority; or
 - iv. Do not violate, result in the breach of or constitute a default under, or conflict with any indenture, mortgage, deed of trust, agreement or any other instrument to which the Seller is a party or by which any of the Seller's assets are bound.
- d. Further Assurances. Upon the request of the Purchaser, the Seller, at its sole cost and expense, shall execute and deliver all such further UCC-1s, continuation statements, assurances and assignments of the Collateral and any other documents the Purchaser may request in order to more fully effectuate the purposes of this Pledge and the assignment of the Collateral to obtain the full benefits of this Pledge and the rights and powers herein created.

XIX. DEFAULTS AND REMEDIES.

- a. Events of Default. The Seller is deemed to have constituted an "Event of Default" if:
- i. The Seller shall violate any term, condition or covenant in this Agreement governing the Seller's obligations of timely delivery of the Initial Daily Installments or Adjusted Daily Installments to the Purchaser;
 - ii. The Seller shall violate any term, condition, or covenant in this Agreement in regard to any other sums due for any reason whatsoever other than as the result of the Seller's business ceasing its operations exclusively due to any of the Valid Excuses;
 - iii. Seller knowingly or willfully provides incorrect, false or misleading information to the Purchaser at any time;
 - iv. The Seller shall violation any term, condition or covenant in this Agreement;



- v. The Seller uses multiple depository accounts without obtaining prior written consent of the Purchaser;
 - vi. The Seller fails to deposit any portion of its Future Receipts into the Approved Bank Account;
 - vii. The Seller changes the Approved Bank Account or Approved Processor without obtaining prior written consent of the Purchaser;
 - viii. The Seller interferes with the Purchaser's collection of the Initial Daily Payments or Adjusted Daily Payments, including, but not limited to the Seller interfering with ACH Payments;
 - ix. Two (2) or more ACH transactions attempted by the Purchaser are rejected by the Seller's Bank;
 - x. The Seller takes on additional financing (known as "Stacking") at any times after the Effective Date and prior to the final payment pursuant to this Agreement; or
 - xi. The Guaranty shall for any reason cease to be in full force and effect.
- b. **Seller's Obligations Upon Default.** Upon occurrence of an Event of Default due to the Seller's breach of its obligations under this Agreement, the Seller shall immediately deliver to the Purchaser the entire unpaid portion of the Purchased Amount. The Seller shall also pay to the Purchaser any reasonable expenses incurred by the Purchaser in connection with recovering the monies due to the Purchaser pursuant to this Agreement, including, without limitation, the cost of retaining collection firms and reasonable attorneys' fees and disbursements (collectively, "Reasonable Damages"). The entire sum due shall bear simple interest from the Default Date until it is paid in full, at a rate of Nine Percent (9%) per annum, with interest accruing daily.
- c. **Remedies.** Upon the Seller's default, the Purchaser may immediately proceed to protect and enforce its rights under this Agreement by:
- i. Enforcing its rights as a creditor, including, but not limited to, notifying any account debtor(s) of the Seller's of the Purchaser's security interest;
 - iii. Notifying the Seller's credit card processor of this Agreement and to direct such credit card processor to make payments directly to the Purchaser of any and all amounts received by said credit card processor on behalf of the Seller;
 - iv. Commencing a law suit, whether for specific performance of any covenant, agreement or other provision contained herein, or to enforce the discharge of the Seller's obligations hereunder, or any other legal or equitable right or remedy;
 - v. In case any Event of Default occurs and it is not waived, the Purchaser will be entitled to the issuance of an injunction, restraining order, or any other equitable relief in Purchaser's favor, subject to court approval, restraining the Seller's accounts and/or receivables up to the amount due to the Purchaser as a result of the Event of Default and the Seller will be deemed to have consented to the granting of an application for the same to any court of competent jurisdiction without any prior notice to the Sellers and without the Purchaser being required to furnish a bond or other undertaking in connection with the application;
 - vi. In case the obligations become due hereunder and are not waived, the Purchaser will be entitled to the issuance of an injunction, restraining order, or other equitable relief in the Purchaser's favor, subject to court approval, restraining the Seller - accounts and/or receivables up to the amount due to the Purchaser as a result of the Event of Default, and the Seller will be deemed to have consented to the granting of an application for the same to any court of competent jurisdiction, without any prior notice to the Seller and without the Purchaser being required to furnish a bond or other undertaking in connection with the application.



- ci. Power-of-Attorney. The Seller irrevocably appoints the Purchaser and its representatives as its agents and attorneys-in-fact with the full authority to take any action or execute any instrument or document: (i) to settle all obligations due to the Purchaser from any credit card processor and/or account debtor(s) of the Seller; (ii) upon occurrence of an Event of Default, to perform any and all obligations of the Seller under this Agreement to protect the value of the Collateral by obtaining the required insurance; (iii) to collect monies due or to become due under or in respect of any of the Collateral; (iv) to receive, endorse and collect any checks, notes, drafts, instruments, documents or chattel paper in connection with this Agreement; (v) to sign the Seller's name on any invoice, bill of lading, or assignment directing customers or account debtors (collectively, "Account Debtors") to make payment directly to the Purchaser; and (vi) to file any claims or take any action or institute any proceeding which the Purchaser may deem necessary for the collection of any of the unpaid Purchased Amount from the Collateral, or otherwise enforce its rights with respect to the collection of the Purchased Amount.

XX. MISCELLANEOUS

- a. Seller Deposit Agreement. The Seller shall execute an agreement with the Purchaser that shall authorize the Purchaser to arrange for electric fund transfers and/or ACH Payments of the Initial Daily Installments or Adjusted Daily Installments from the Approved Bank Account. The Seller shall provide the Purchaser and/or its authorized agent with all the information, authorizations and passwords necessary to verify the Seller's receivables, receipts and deposits in the Approved Bank Account. The Seller shall authorize the Purchaser and/or its agent to deduct the payments daily to Purchaser. The authorization shall be irrevocable until such time when the Seller shall have satisfied its obligations under this Agreement.
- b. Indemnification. The Seller and its Guarantor(s) jointly and severally indemnify and hold harmless to the fullest extent permitted by law the Approved Processor, any ACH processor, customer and/or Account Debtors of the Seller, their officers, directors and shareholders against any and all losses, damages, claims, liabilities and expenses incurred by the ACH processor, customer, and/or Account Debtors of the Seller resulting from claims asserted by the Purchaser for monies owed to the Purchaser from the Seller and actions taken by any ACH Processor, customer and/or Account Debtor of the Seller in reliance upon the information or instructions provided by the Purchaser.
- c. No Liability. In no event shall the Purchaser be liable for any claims asserted by the Seller or its Guarantor under any legal theory for lost profits, lost revenues, lost business opportunities, exemplary, punitive, special, incidental, indirect or consequential damages, each of which is hereby knowingly and voluntarily waived by the Seller and Guarantor.
- d. Modifications; Agreements. No modification, amendment, waiver or consent of any provision of this Agreement shall be effective unless the same shall be in writing and signed by both Parties.
- e. Assignments. The Purchaser may assign, transfer or sell its rights or delegate its duties hereunder, either in whole or in part, without prior notice to the Seller. The Seller may not assign its rights or obligations under this Agreement without obtaining Purchaser's prior written consent. The Purchaser reserves the right to deny such consent.
- f. Notices. Unless different means of delivering notices are set forth, all notices, requests, consent, demands and other communications hereunder shall be delivered via certified mail, return receipt requested, to the respective Parties at the addresses listed in the preamble of this Agreement.
- g. Waiver Remedies. The Parties agree and acknowledge the Purchaser reserves any rights pursuant to this Agreement.
- h. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- i. Governing Law, Venue and Jurisdiction. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, except that Seller shall not have the right to assign its rights hereunder or any interest herein without the prior written consent of Purchaser which consent may be withheld in Purchaser's sole discretion. This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of Connecticut. Any suit, action or proceeding arising hereunder, or the interpretation, performance, or breach hereof, shall be, if Purchaser so elects, instituted in a state court sitting in the State of Connecticut, County of Fairfield without regard to conflict of law provisions (the "Acceptable Forum"). The parties agree that the Acceptable Forum shall be the



sole and exclusive forum for any and all disputes arising out of or relating to this Agreement and the Parties agree that the Acceptable Forum is convenient and submit to the jurisdiction of the Acceptable Forum and waive any and all objections to jurisdiction or venue. Should a proceeding be initiated in any other forum, the parties waive any right to oppose any motion or application made by either party to transfer such proceeding to an Acceptable Forum.

j. **Service of Process.**

IMPORTANT NOTICE - THIS SERVICE OF PROCESS PROVISION CONTAINS IMPORTANT CONSENTS AND WAIVERS. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

- a. In addition to service of process under the laws of the Acceptable Forum, each Seller and Guarantor agree and consent to receive any court required service of process (including, without limitation, service of process (a) to commence litigation, (b) after litigation has been commenced for any court filings, and (c) for Purchaser obtaining a Prejudgment Remedy), through the following methods and manners (collectively "Acceptable Methods"):
1. Mail when sent by certified or registered mail, return receipt requested, Federal Express, or other overnight courier, addressed to the respective mailing addresses of each Seller and Guarantor, as contained in this Agreement, or in Purchaser's records, or any other mailing address provided to Purchaser in writing; and
 2. Electronic mail (e-mail) when sent to the respective e-mail addresses of each Seller and Guarantor, as contained in this Agreement, or in Purchaser's records, or any other e-mail address provided to Purchaser in writing.
- b. Each Seller and Guarantor make, agree and consent to the following representations and waivers:
1. Each Seller and Guarantor agrees that service of process made through either or both of the Acceptable Methods will constitute valid and lawful service of process on them without the necessity for service of process by other means (e.g., as provided for by statute or rules of court), but without invalidating service of process performed in accordance with such other provisions;
 2. Each Seller and Guarantor agrees and consents that service of process is deemed effective according to the following:
 - i. If sent by certified or registered, mail return receipt requested, Federal Express, or other overnight courier, at the earlier of: (a) four calendar days after mailing, (b) when delivered, or (c) when actually received; and
 - ii. If sent by e-mail, on the same day and time that the e-mail is sent;
 3. Each Seller and Guarantor represents that their respective mailing and e-mail addresses as contained in this Agreement, and/or as provided to Purchaser in writing, are correct and valid, they regularly receive and send correspondence from these addresses, and service sent to these addresses is expected to be received by them;
 4. Each Seller and Guarantor agrees and consents that Purchaser may serve process on them directly, including for the Acceptable Methods, without the necessity of having service completed by a marshal or indifferent person, but without invalidating service of process completed by a marshal or indifferent person, and each Seller and Guarantor waives any objection if Purchaser serves process directly on them; and
 5. EACH SELLER AND GUARANTOR WAIVES ANY OBJECTION TO INSUFFICIENCY OF PROCESS, INSUFFICIENCY OF SERVICE OF PROCESS, OR PERSONAL JURISDICTION, WHETHER RAISED IN A MOTION TO DISMISS, OR OTHER SIMILAR MOTION, IF SERVICE IS CONDUCTED BY ANY METHOD OR MANNER CONTAINED IN THIS SERVICE OF PROCESS PROVISION OR ANY OTHER METHOD ALLOWED UNDER THE LAWS OF THE ACCEPTABLE FORUM.



k. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT IS \$250,000 OR LESS.

IMPORTANT NOTICE - THIS PREJUDGMENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. THIS AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND
2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND
3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES- BASED FINANCING TO SELLER(S) IS \$250,000 OR LESS, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 APPLY TO THIS AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY ONLY OBTAIN A PREJUDGMENT REMEDY, THROUGH USE OF THIS WAIVER, AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH XX(j), INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

1. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT EXCEEDS \$250,000.

IMPORTANT NOTICE - THIS PREJUDGMENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS AGREEMENT WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. THIS AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND



2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY UPON OR AFTER COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND
3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.
- b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.
- c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES- BASED FINANCING TO SELLER(S) EXCEEDS \$250,000, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 DO NOT APPLY TO THIS AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY OBTAIN A PREJUDGMENT REMEDY, THROUGH USE OF THIS WAIVER UPON OR AFTER COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.
- d. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH XX(j), INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.
- m. Survival of Representation. All representations, warranties and covenants herein shall survive the execution and delivery of this Agreement and shall continue in full force until all the obligations under this Agreement have been satisfied in full and this Agreement shall have expired.
- n. Severability. In case any of the provisions of this Agreement are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of any other provisions contained herein shall not in any way be affected or impaired. Any provision of this Agreement that may be found by a court having jurisdiction to be prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.
- o. Entire Agreement. This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings relating to the subject matter hereof. Each Party hereto has had the opportunity to consult with legal counsel of their choosing regarding the terms and condition of this Agreement, before executing this Agreement.
- p. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY COURT IN ANY SUIT, ACTION OR PROCEEDING ON ANY MATTER ARISING IN CONNECTION WITH OR IN ANY WAY RELATED TO THE TRANSACTIONS OF WHICH THIS AGREEMENT IS A PART OR THE ENFORCEMENT HEREOF. EACH PARTY HERETO ACKNOWLEDGES THAT IT MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ONLY AFTER EXTENSIVE CONSIDERATION AND DISCUSSIONS OF THE RAMIFICATIONS OF THIS WAIVER WITH ITS ATTORNEYS.
- q. Class Action Waiver. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY, AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR IS AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES HEREBY AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTIONS; AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL



NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY THROUGH THE CLASS OR REPRESENTATION ACTION.

- r. Counterparts and Facsimile Signatures. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.
- s. Attorney Review. The Parties acknowledge that they are commercial entities and/or sophisticated parties and have had the opportunity to consult with their respective legal counsel regarding this Agreement. Parties further acknowledge the terms of this Agreement are not to be construed against any Party because that Party drafted the Agreement or construed in favor of any Party because that Party failed to understand the legal effect of the provisions of this Agreement.

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

FOR THE SELLER

 **By:** /s/ Willis C. Lee

Name: LEE WILLIS CHANGCHOON
Title: Owner/Agent/Manager
EIN: _____

FOR THE SELLER

By: _____

Name:
Title:
EIN: _____

AGREE TO BE BOUND BY THE PROVISIONS OF THIS AGREEMENT APPLICABLE TO AND CONCERNING GUARANTOR

EMMAUS MEDICAL, INC

 **By:** /s/ Willis C. Lee

Name: LEE WILLIS CHANGCHOON

OWNER/GUARANTOR #2

By: _____

Name: _____

I FUND EXPERTS LLC

By: _____

Name:
Title:



EXHIBIT A – APPLICABLE FEES

The Parties hereby acknowledge and agree to the following:

1. **Possible Conflicts.** If there is any conflict or inconsistency between any of the provisions of this Addendum and any provisions of the Agreement to which this Appendix is attached, all such conflicts and inconsistencies shall follow the terms and conditions set forth in this Appendix.
2. **Additional Fees.** The Purchaser does not permit unauthorized outside fees not previously disclosed. The fee amount for this agreement is contingent upon closing papers and will be held back from the funded amount.
3. **Authorization.** The Seller hereby authorizes the Purchaser to apply a portion of the Purchase Price due to the Seller to satisfy the applicable fees as per this Agreement.
4. **No Reduction of Purchase Price.** The Parties hereby agree that the deduction of the applicable fees from the Purchase Price shall not be deemed a reduction to the Purchase Price.
5. **Applicable Fees.**
 - a. **Origination/Underwriting Fee.** A total of \$ \$ 37,550.00 is deemed an Origination and Underwriting fee. This fee is to cover the expenses associated with origination, underwriting and related expenses pursuant to this Agreement. If for any reason the Purchaser, in their sole capacity, decides to cancel the deal, the Parties agree the Seller is still responsible for this fee.
 - b. **Bank Change Fee.** In the event the Seller requests a change in bank accounts for the ACH payments, a \$50.00 bank change fee shall be added.
 - c. **Wire Fee.** In the event a Seller shall request a Fed Wire, a \$50.00 wire fee shall be added.
 - d. **ACH Program Fee.** \$ _____ per month for the duration of the Agreement.
 - e. **UCC Fee.** \$195.00
 - f. **Collection Fees and Costs.** In the event the Seller or Guarantor breaches the terms of this Agreement, the Seller and/or Guarantor shall be liable for Purchaser's reasonable attorney's fees and costs of collection and/or to enforce any term in the Agreement, in addition to any other damages awarded by a court.

AGREED AND ACCEPTED:

EMMAUS MEDICAL, INC

OWNER/GUARANTOR #2:

➡ By: /s/ Willis C. Lee
Name: LEE WILLIS CHANGCHOON

By: _____
Name: _____

I FUND EXPERTS LLC

By: _____
Name: _____
Title: _____



EXHIBIT B – PERSONAL GUARANTY OF PERFORMANCE

WHEREAS, pursuant to the Agreement, the Purchaser has agreed to purchase a portion of Future Receipts of the Seller;

WHEREAS, the Purchaser is not willing to enter into the Agreement unless Guarantor irrevocably, absolutely and unconditionally guarantees to the Purchaser prompt and complete performance of all obligations of the Seller under the Agreement;

NOW, THEREFORE, pursuant to the Parties desire to proceed with the Agreement and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Guarantor hereby agrees as follows:

1. **Guaranty of Obligations.** The Guarantor hereby irrevocably, absolutely and unconditionally guarantees to the Purchaser prompt, full, faithful and complete performance and observance of all of Seller's Obligations under the Agreement. The Guarantor unconditionally covenants to the Purchaser in the event of a default or breach at any time by the Seller, the Guarantor shall be responsible for the Obligations and pay all damages and other amounts stipulated in the Agreement with respect to non- performance of the Obligations.
2. **Guarantor's Covenants.** The liability of the Guarantor shall not be impaired, abated, deferred, diminished, modified, released, terminated or discharged, in whole or in part, or otherwise affected, by any event, condition, occurrence, circumstance, proceeding, action or failure to act, with or without notice to, or the knowledge or consent of the Guarantor, including, without limitation:
 - a. any amendment, modification or extension of the Agreement or any Obligation;
 - b. any extension of time for performance, whether in whole or in part, of any Obligation given prior to or after default thereunder;
 - c. any exchange, surrender or release, in whole or in part, of any security that may be held by the Purchaser at any time under the Agreement;
 - d. any other guaranty in existence now or which may be executed by the Guarantor or any other third-party affiliated to the Seller;
 - e. any waiver of or assertion or enforcement or failure or refusal to assert or enforce, in whole or in part, any Obligation, claim, cause of action, right or remedy which the Purchaser may, at any time, have under the Agreement or with respect to any guaranty or any security which may be held by the Purchaser at any time for or under this Guaranty or with respect to the Seller;
 - f. any act, omission or delay by the Purchaser which may in any manner or to any extent vary the risk of the Guarantor or which would otherwise operate as a discharge the Guarantor as a matter of law;
 - g. the release of any other guarantor from liability for the performance or observance of any Obligation, whether by operation of law or otherwise;
 - h. the failure to give the Guarantor any notice whatsoever; or
 - i. any right, power or privilege that the Purchaser may now or hereafter have against any person, entity or collateral in relation to the Agreement.
3. **Guarantor's Additional Covenants.** The Guarantor will not dispose, convey, sell or otherwise transfer, or call the Seller to dispose, convey, sell or otherwise transfer, any material business assets of the Seller outside of the ordinary course of the Seller's business without the prior written consent of the Purchaser, which may be withheld by the Purchaser for any reason, until receipt of the entire Purchased Amount has been remitted to the Purchaser. The Guarantor shall pay to the Purchaser, upon demand, all expenses (including, without limitation, reasonable attorneys' fees and disbursements) of, or incidental to, or relating to the enforcement or protection of the Purchaser's rights hereunder or the Purchaser's rights under the Agreement. This Guaranty is binding upon the Guarantor and the Guarantor's heirs, legal representatives, successors and assigns and shall inure to the benefit of and may be enforced by the successors and assigns of the Purchaser. If there is more than one Guarantor, the obligations of the Guarantors hereunder shall be joint and several. The obligation of the Guarantor shall be unconditional and absolute, regardless of the unenforceability of any provision of any agreement between the Seller and the Purchaser, or the existence of any defense, setoff or counterclaim, which the Seller may assert. The Purchaser is hereby authorized, without notice



or demand and without affecting the liability of the Guarantor hereunder, to at any time renew or extend the Seller's obligations under the Agreement or otherwise modify, amend or change the terms of the Agreement. Additionally, the Guarantor is hereby notified and consents that a negative credit report reflecting their credit record may be submitted to a credit-reporting agency if the Guarantor does not honor the terms of this Guaranty.

4. **Waiver; Remedies.** No failure on the part of the Purchaser to exercise, and no delay in exercising any right under this Guaranty shall constitute a waiver, nor shall any single or partial exercise of any right under this Guaranty preclude any other or further exercise any other rights. The remedies provided in this Guaranty are cumulative and not exclusive of any remedies provided by law or equity. In the event the Seller fails to perform any obligation under the Agreement, the Purchaser may enforce its rights under this Guaranty without first seeking to obtain performance for such default from the Seller or any other Guarantors.
5. **Acknowledge of Purchase.** The Guarantor acknowledges and agrees that the Purchase Price paid by the Purchaser to the Seller in exchange for the Purchased Amount of Future Receipts is a payment for an adequate consideration and is not intended to be treated as a loan or financial accommodation from the Purchaser to the Seller. The Guarantor specifically acknowledges that the Purchaser is not a lender, bank or credit card processor, and the Purchaser has not offered any loans to the Seller. The Guarantor waives any claims or defenses of usury in any action arising out of this Guaranty. The Guarantor acknowledges that the Purchase Price paid to the Seller is good and valuable consideration for the sale of the Purchased Amount.
6. **Governing Law, Venue and Jurisdiction.** This Guaranty shall be governed by and construed exclusively in accordance with the laws of the State of Connecticut, without regards to any applicable principles of conflicts of law. Any lawsuit, action or proceeding arising out of or in connection with this Guaranty shall be instituted exclusively in any court sitting in the State of Connecticut, County of Fairfield, (the "Acceptable Forum"). The parties agree that the Acceptable Forum is convenient and submit to the jurisdiction of the Acceptable Forum and waive any and all objections to inconvenience of the jurisdiction or venue. Should a proceeding be initiated in any other forum, each of the parties to this Guaranty irrevocably waives any right to oppose any motion or application made by any other party to transfer such proceeding to an Acceptable Forum.
7. **Service of Process.**

IMPORTANT NOTICE - THIS SERVICE OF PROCESS PROVISION CONTAINS IMPORTANT CONSENTS AND WAIVERS. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

In addition to service of process under the laws of the Acceptable Forum, each Seller and Guarantor agree and consent to receive any court required service of process (including, without limitation, service of process (a) to commence litigation, (b) after litigation has been commenced for any court filings, and (c) for Purchaser obtaining a Prejudgment Remedy), through the following methods and manners (collectively "Acceptable Methods"):

1. Mail when sent by certified or registered mail, return receipt requested, Federal Express, or other overnight courier, addressed to the respective mailing addresses of each Seller and Guarantor, as contained in the Agreement, or in Purchaser's records, or any other mailing address provided to Purchaser in writing; and
2. Electronic mail (e-mail) when sent to the respective e-mail addresses of each Seller and Guarantor, as contained in the Agreement, or in Purchaser's records, or any other e-mail address provided to Purchaser in writing.

- b. Each Seller and Guarantor make, agree and consent to the following representations and waivers:

1. Each Seller and Guarantor agrees that service of process made through either or both of the Acceptable Methods will constitute valid and lawful service of process on them without the necessity for service of process by other means (e.g., as provided for by statute or rules of court), but without invalidating service of process performed in accordance with such other provisions;
2. Each Seller and Guarantor agrees and consents that service of process is deemed effective according to the following:
 - i. If sent by certified or registered, mail return receipt requested, Federal Express, or other overnight courier,



at the earlier of: (a) four calendar days after mailing, (b) when delivered, or (c) when actually received; and

ii. If sent by e-mail, on the same day and time that the e-mail is sent;

3. Each Seller and Guarantor represents that their respective mailing and e-mail addresses as contained in the Agreement, and/or as provided to Purchaser in writing, are correct and valid, they regularly receive and send correspondence from these addresses, and service sent to these addresses is expected to be received by them;

4. Each Seller and Guarantor agrees and consents that Purchaser may serve process on them directly, including for the Acceptable Methods, without the necessity of having service completed by a marshal or indifferent person, but without invalidating service of process completed by a marshal or indifferent person, and each Seller and Guarantor waives any objection if Purchaser serves process directly on them; and

5. EACH SELLER AND GUARANTOR WAIVES ANY OBJECTION TO INSUFFICIENCY OF PROCESS, INSUFFICIENCY OF SERVICE OF PROCESS, OR PERSONAL JURISDICTION, WHETHER RAISED IN A MOTION TO DISMISS, OR OTHER SIMILAR MOTION, IF SERVICE IS CONDUCTED BY ANY METHOD OR MANNER CONTAINED IN THIS SERVICE OF PROCESS PROVISION OR ANY OTHER METHOD ALLOWED UNDER THE LAWS OF THE ACCEPTABLE FORUM.

8. **PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT IS \$250,000 OR LESS.**

IMPORTANT NOTICE - THIS PREJUDGMENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

a. EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. THE AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND

2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND

3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.

b. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES-BASED FINANCING TO SELLER(S) IS \$250,000 OR LESS, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 APPLY TO THE AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY ONLY OBTAIN A PREJUDGMENT REMEDY, THROUGH USE OF THIS WAIVER, AFTER, BUT NOT UPON, COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

c. EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.



d.EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH 7, INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

9. PREJUDGMENT REMEDY WAIVER WHERE SALES-BASED FINANCING AMOUNT EXCEEDS \$250,000.

IMPORTANT NOTICE - THIS PREJUDGMENT REMEDY WAIVER MAY RESULT IN THE ATTACHMENT OF YOUR BANK ACCOUNTS WITHOUT PRIOR NOTICE OR COURT HEARING. YOU HAVE THE RIGHT TO REQUEST A COURT HEARING TO CONTEST ANY ATTACHMENT MADE THROUGH USE OF THIS PREJUDGMENT REMEDY WAIVER. YOU SHOULD CAREFULLY REVIEW THIS AND ALL OTHER PROVISIONS OF THIS GUARANTY WITH YOUR LAWYER.

a.EACH AND EVERY SELLER AND GUARANTOR (COLLECTIVELY THE "UNDERSIGNED") ACKNOWLEDGES AND AGREES:

1. THE AGREEMENT IS A "COMMERCIAL TRANSACTION" AS DEFINED IN CONNECTICUT GENERAL STATUTES SECTION 52-278a AS AMENDED, AND

2. WAIVES ALL RIGHTS TO PRIOR NOTICE AND PRIOR OPPORTUNITY FOR A HEARING UNDER SECTIONS 52-278a TO 52-278g INCLUSIVE OF THE CONNECTICUT GENERAL STATUTES AS AMENDED, OR UNDER ANY SIMILAR LAW WHETHER STATE, FEDERAL OR CONSTITUTIONAL, IN CONNECTION WITH PURCHASER OBTAINING ANY PREJUDGMENT REMEDY UPON OR AFTER COMMENCING ANY LITIGATION IN CONNECTICUT AGAINST ANY ONE OF THE UNDERSIGNED, AND

3. WAIVES ANY REQUIREMENT FOR THE POSTING OF A BOND, AND ANY RIGHT TO REQUEST THAT A COURT REQUIRE PURCHASER TO POST A BOND IN CONNECTION WITH ANY PREJUDGMENT REMEDY.

b.EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT AS PART OF THIS PREJUDGMENT REMEDY WAIVER, BUT NOT AS AN EXCLUSIVE REMEDY, PURCHASER MAY ATTACH OR GARNISH THE UNDERSIGNED'S MONEY, AND OTHER PROPERTY, HELD IN ANY ACCOUNT AT ANY FINANCIAL INSTITUTION (INCLUDING WITHOUT LIMITATION AT ANY BANK, CREDIT UNION, OR OTHER FINANCIAL INSTITUTION (INDIVIDUALLY AND COLLECTIVELY "FINANCIAL INSTITUTION")) IF THE FINANCIAL INSTITUTION: (1) HAS A BRANCH, OFFICE OR ATM LOCATED IN CONNECTICUT, OR (2) IS REGISTERED WITH THE CONNECTICUT SECRETARY OF STATE, OR (3) IS AUTHORIZED TO CONDUCT BUSINESS IN CONNECTICUT, OR (4) IS ENGAGED IN THE TRANSACTION OF BUSINESS IN CONNECTICUT.

c.EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES THAT: (1) PURCHASER'S EXTENSION OF SALES-BASED FINANCING TO SELLER(S) EXCEEDS \$250,000, AND (2) THE PROVISIONS OF CONNECTICUT GENERAL STATUTES SECTION 36a-868 AND PUBLIC ACT 23-201 DO NOT APPLY TO THE AGREEMENT AND PREJUDGMENT REMEDY WAIVER, AND (3) PURCHASER MAY OBTAIN A PREJUDGMENT REMEDY, THROUGH USE OF THIS WAIVER UPON OR AFTER COMMENCING ANY LITIGATION AGAINST ANY ONE OF THE UNDERSIGNED.

d.EACH OF THE UNDERSIGNED ACKNOWLEDGES AND AGREES TO THE SERVICE OF PROCESS METHODS PROVIDED FOR IN THE SERVICE OF PROCESS PARAGRAPH 7, INCLUDING FOR PURCHASER OBTAINING ANY PREJUDGMENT REMEDY.

10. Jury Waiver. The Parties waive the right to a trial by jury in any court in any suit, action or proceeding on any matter arising in connection with or in any way related to the transactions of which this Guaranty is a part of or its enforcement, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. The Parties acknowledge that each Party makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with their attorneys.

11. Class Action Waiver. The Parties waive any right to assert any claims against the other Party as a representative or member in any class or representative action, except where such waiver is prohibited by law or deemed by a court of law to be against public policy to the extent either Party is permitted by law or court of law to proceed with a class or representative action against the other. The Parties further acknowledge and agree that in the event a class action does occur: (i) the prevailing party shall not be entitled to recover attorneys' fees or costs associated with pursuing the class or representative action (notwithstanding any other provision in this Guaranty); and (ii) the Party who initiates or participates as a member of the class will not submit a claim or otherwise participate in any recovery secured through the class or representative action.



- 12. Severability.** In case any of the provisions of this Guaranty are found to be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of any other provisions contained herein shall not in any way be affected or impaired. Any provision of this Guaranty that may be found by a court having competent jurisdiction to be prohibited by law shall be ineffective only to the extent of such prohibition without invalidating the remaining provisions hereof.
- 13. Opportunity for Attorney Review.** The Guarantor represents that they have carefully read this Guaranty and have had a reasonable opportunity to consult with their attorney. Guarantor understand the contents of this Guaranty and agrees to the terms and conditions of this Guaranty willfully and on their own accord.
- 14. Counterparts and Facsimile Signatures.** This Guaranty may be signed in one or more counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same agreement.

AGREED AND ACCEPTED:

EMMAUS MEDICAL, INC

OWNER/GUARANTOR #2:

 **By:** /s/ Willis C. Lee
Name: LEE WILLIS CHANGCHOON

By: _____
Name: _____

I FUND EXPERTS LLC

By: _____
Name: _____
Title: _____



EXHIBIT C – ACH AUTHORIZATION

This ACH Authorization (the "ACH") is entered into 06/09/2025 _____, by and between I Fund Experts Experts
Experts ("I Fund Experts"), EMMAUS MEDICAL, INC.
(collectively, the "Parties").

1. **Bank Account Access.** Prior to entering into this Agreement, as part of the underwriting process, I Fund Experts will require access to the Merchant's bank accounts via online bank access. Once the Agreement is executed, I Fund Experts requires daily viewing access to the Merchant's bank account(s) to confirm the appropriate processing of the Scheduled Remittances. This information is strictly confidential.
2. **Bank Login Authorization.** Upon execution of the ACH, the Merchant and Guarantor(s) understand that they are authorizing I Fund Experts and its agents unlimited "view only" access into any and all bank accounts, credit unions or financial institutions linked directly or indirectly to the businesses or entities listed as parties of this Agreement for the duration of the Agreement. Access is limited to viewing accounts and does not permit I Fund Experts to make any changes other than saving electronic transactional history. If at any time the Merchant or Guarantor changes their account credentials, they are required to provide I Fund Experts updated credentials. Refusal to provide access to accounts shall be deemed a default of this Agreement.
3. **Account Holder Information.**
 - a. Account Holder Name: EMMAUS MEDICAL, INC.
 - b. Account Holder DBA: _____
 - c. Account Holder Business Address: 21250 HAWTHORNE BLVD STE 800 , TORRANCE CA 90503
4. **Account Holder's Bank Information.** If there are multiple bank accounts, please provide the following information for each bank account on a separate page and annex hereto.
 - a. Account Holder Bank Name(s): US BANK
 - b. Bank Portal Website: _____
 - c. Bank Account Number: _____
 - d. Routing Number: 1222235821
 - e. Account Username: _____
 - f. Bank Account Password: _____
 - g. Security Question / Answer 1: _____
 - h. Security Question / Answer 2: _____
5. **Transaction Information:**
 - a. Amount of Transaction \$50,625.00
 - b. Effective Date: 06/16/2025
 - c. Rate of Collection: Weekly



6. **Complete ACH Authorization:** As per the ACH, hereby authorizes I Fund Experts to electronically draft via the Automated Clearing House system the amounts indicated above from the account identified above. This authority will continue until withdrawn in writing by the undersigned account holder. The undersigned hereby certifies that they are duly authorized to execute this form on behalf of the above listed account holder. The Merchant acknowledges they are responsible for \$35 rejection fee if items are returned for insufficient funds.

I, the undersigned, acknowledge and agree with these items, which are described in detail within the pages of this ACH.

AUTHORIZED ACCOUNT HOLDER (MERCHANT)

EMMAUS MEDICAL, INC

➡ **By:** /s/ Willis C. Lee

Name: LEE WILLIS CHANGCHOON

FOR THE SELLER

By: _____

Name:



THIS FORM MUST BE FILLED OUT BEFORE FUNDING.

Dear Seller,

Please fill out the form below with contact information and reference.

Contact Information

Guarantor Name: N/A

Phone Number: N/A

Email: N/A

Personal Reference #1

Name: N/A

Phone Number: N/A

Personal Reference #2

Name: N/A

Phone Number: N/A

Business Reference #1

Company Name: N/A

Contact Name: N/A

Business Phone: N/A

Business Reference #2

Company Name: N/A

Contact Name: N/A

Business Number: N/A

Landlord Contact

Company Name: N/A

Contact Name: N/A

Business Number: N/A

Emergency Contact

Name: Yasushi Nagasaki

Relationship: CFO

Phone Number: 310-214-0065

Email: YNAGASAKI@EMMAUSLIFESCIENCES.COM



Notification of Assignment

Attention: Accounting/Accounts Payable Dept.

This letter is to inform you that the carrier named below uses I FUND EXPERTS LLC ("I Fund Experts") as its financing company.

Merchant: EMMAUS MEDICAL, INC.

(Case ID - _____)

Date: 06/09/2025

UNDER NO CIRCUMSTANCES SHOULD PAYMENT BE PROVIDED DIRECTLY TO THE MERCHANT.

Pursuant to a Receivable Sale Agreement with I Fund Experts, the above-referenced Merchant has assigned all of its current and future accounts receivable to I Fund Experts, including the accounts receivable for all current and future receivables for your company by the Merchant. Accordingly, you must remit payment for work produced directly to I Fund Experts. This Assignment may only be rescinded through formal written notice if provided and signed by an authorized officer of I Fund Experts.

Release of this Assignment cannot be provided by any party other than I Fund Experts. Payment to the Merchant or any other party after your receipt of this notice will not discharge your legal obligation, pursuant to section 9-406 of the Uniform Commercial Code to pay I Fund Experts. The Merchant will not be participating in any Quick Pay programs (even if they have previously) and all payments should be made to I Fund Experts in a normal and timely matter.

All payments for work produced by this Merchant should be sent via ACH or mailed to I Fund Experts at the following address:



ADDENDUM

This Addendum is entered on 06/09/2025, by and between, I Fund Experts, LLC and
EMMAUS MEDICAL, INC. _____ (the "Seller").


Should any terms of this Addendum conflict with the Revenue Purchase Addendum shall 06/09/2025 govern and be controlling. Capitalized terms used herein, but not otherwise defined, shall have the same definition as in the Revenue Purchase Agreement.

Seller warrants that it understands that I Fund Experts must engage a third-party to manage the ACH withdrawals, reporting and deal tracking. For this service, Seller agrees to pay third-party a nominal fee of \$249.99 per month. This amount is due on the first day of the Agreement and every subsequent thirty days until the Purchased Amount is paid in full to I Fund Experts

Merchant 1 (Print Name): EMMSUS MEDICAL,INC **Date:** 06/09/2025

Title: _____  /s/ Willis C. Lee

Merchant 2 (Print Name): _____ **Date:** _____

Title: _____  _____



ACKNOWLEDGEMENT

I, LEE WILLIS CHANGCHOON, hereby acknowledge:

- There has been no promise of additional capital in 30 days from funding by I FUND EXPERTS or any ISO (broker). Our policy is that merchants can seek additional capital from us when they have paid 55% of the Receipts Purchased Amount.
- That I FUND EXPERTS does not permit outside fees and that no one has discussed additional fees with me. The fee amount for this agreement is CONTINGENT UPON CLOSING PAPERS, which will be held back from the funding amount.
- There has not been and will not be any contact from Third Party debt companies regarding this Factoring Agreement dated 06/09/2025

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.



/s/ Willis C. Lee

Signature

06/09/2025

I, LEE WILLIS CHANGCHOON, hereby acknowledge:

I, the undersigned, acknowledge that I am in agreement with these items, which are also described in detail within the pages of this document.



/s/ Willis C. Lee

Signature Date: 06/09/2025

EMAIL ADDRESS: wlee@emmauslifesciences.com

PRIMARY PHONE NUMBER: (408) 205-8705

SECONDARY PHONE NUMBER: _____

OFFER SUMMARY – REVENUE-BASED FINANCING

Funding Provided	\$ 750,00.00	<p>This is how much funding IFUND EXPERTS will provide.</p> <p>Due to deductions or payments to others, the total funds that will be provided to you directly is \$ 712,450.00</p> <p>For more information on what amounts will be deducted, please review the attached document "Itemization of Amount Financed." The total funds provided directly to you, may change if the amounts needed to pay toward or satisfy other obligations changes between the preparation of this disclosure and funding.</p>
Estimated Annual Percentage Rate (APR)	157.37 %	<p>APR is the estimated cost of your financing expressed as a yearly rate. APR incorporates the amount and timing of the funding you receive, fees you pay, and the periodic payments you make. This calculation assumes your estimated average monthly income through your sales of goods and services will be \$ <u>1,500,000.00</u> .Since your actual income may vary from our estimate, your effective APR may also vary.</p> <p>APR is not an interest rate. The cost of this financing is based upon fees charged by IFUND EXPR rather than interest that accrues over time.</p>
Finance Charge	\$ 262,5000.00	<p>This is the dollar cost of your financing.</p> <p>Your finance charge will not increase if you take longer to pay off what you owe.</p>
Estimated Total Payment Amount	\$ 1,012,500.00	This is the total dollar amount of payments we estimate you will make under the contract.
Estimated Monthly Cost	\$ 202,500.00	Although you do not make payments on a monthly basis, this is our calculation of your average monthly cost based upon the payment amounts disclosed below.
Estimated Payment	\$ 50,625.00 per WEEKLY	
Payment Terms	<p>Payments are tendered in daily or weekly increments, daily payments are deducted every business day, Monday through Friday and are debited from your business bank account. If the debit is scheduled for a bank holiday, it will be processed on the next business day, in addition to the regularly scheduled daily debit.</p> <p>Weekly Payments are deducted once weekly. If the scheduled day is a bank holiday it will be deducted on the next business day</p> <p>If the payment under the Agreement is a weekly payment, IFUND EXPR reserves the right to switch the payment to a daily payment in the event of the return of 2 consecutive weekly payments among any other rights and remedies under the Agreement The daily payment would be the weekly payment divided by 5</p> <p>The Estimated Payment is based on <u>11.25</u> % of your estimated daily business receipts. This financing does not have a fixed payment schedule and there is no minimum payment amount.</p> <p>Upon review of information provided by recipient and the nature of the recipient's business the Provider does not have a reasonable basis to anticipate a true-up</p>	
Estimated Term	20 WEEKS	Based upon your expected average sales revenue and purchase percentage, this is our estimate of how long it will take to collect the amounts due under the Purchase Agreement.
Prepayment	If you pay off the financing faster than required, you still must pay all or a portion of the finance charge up to \$ 262,5000.00 based upon our estimates.	
	If you pay off the financing faster than required, you will not be required to pay additional fees.	

Applicable law requires this information to be provided to you to help you make an informed decision. By signing below, you are confirming that you received this information.

/s/ Willis C. Lee
 Recipient Signature

06/09/2025
 Date

<u>ITEMIZATION OF AMOUNT FINANCED</u>	
1. Amount Given Directly to You	\$ 712,450.00
2. Origination Fee	\$ 37,550.00
3. Amount paid on your behalf to third parties (3a + 3b + 3c)	\$ 0.00
3a.	
3b.	
3c.	
4. Amount Paid on Your Account with IFUND EXPERTS Advance #	\$
5. Amount Provided to You or on Your Behalf	\$ 750,00.00
6. Prepaid Finance Charges: Origination Fee	\$ 37,550.00
7. Amount Financed	\$ 712,450.00

Certification of Chief Executive Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Willis C. Lee, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Emmaus Life Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2025

/s/ WILLIS C. LEE

Willis C. Lee

Chief Executive Officer

(Principal Executive Officer)

Certification of Chief Financial Officer pursuant to Item 601(b)(31) of Regulation S-K, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Hiroko Huynh, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Emmaus Life Sciences, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
 - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
 - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
 - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
 - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):
 - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
 - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: August 14, 2025

/s /HIROKO HUYNH

Hiroko Huynh

Chief Accounting Officer

(Principal Accounting Officer)

Certification of Chief Executive Officer and Chief Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002

In connection with the quarterly report of Emmaus Life Sciences, Inc. (the “Company”) on Form 10-Q for the quarter ended June 30, 2025, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of the undersigned, in the capacities and on the date indicated below, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that to his knowledge:

- (1) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ WILLIS C. LEE

Willis C. Lee
Chief Executive Officer
(Principal Executive Officer)
August 14, 2025

/s/ HIROKO HUYNH

Hiroko Huynh
Chief Accounting Officer
(Principal Accounting Officer)
August 14, 2025
