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 March 31, 2026

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	**87-0419387**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
21250 Hawthorne Boulevard, Suite 800, Torrance, California	**90503**
(Address of principal executive offices)	(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 70,188,263 shares of common stock, par value $0.001 per share, outstanding as of May 11, 2026.

EMMAUS LIFE SCIENCES, INC.
For the Quarterly Period Ended March 31, 2026
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Item 1. Financial Statements

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

	As of	
	March 31, 2026	**December 31, 2025**
ASSETS		
CURRENT ASSETS		
Cash and cash equivalents	$ 1,072	$ 2,127
Accounts receivable, net	2,048	2,804
Inventories, net	1,909	1,555
Prepaid expenses and other current assets	966	1,260
Total current assets	5,995	7,746
Property and equipment, net	98	113
Right of use assets	736	766
Investment in convertible bond	11,664	12,604
Other assets	203	207
Total assets	$ 18,696	$ 21,436
LIABILITIES AND STOCKHOLDERS' DEFICIT		
CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 24,487	$ 22,615
Operating lease liabilities, current portion	349	348
Conversion feature derivative, notes payable	235	—
Other current liabilities	17,443	17,565
Warrant derivative liabilities	15	13
Notes payable, current portion, net of discount	7,529	8,019
Notes payable to related parties	3,123	3,132
Convertible notes payable, net of discount	17,356	17,380
Total current liabilities	70,537	69,072
Operating lease liabilities, less current portion	1,324	1,409
Other long-term liabilities	12,418	12,292
Notes payable to related parties, net of discount	2,277	2,271
Total liabilities	86,556	85,044
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, 70,188,263 shares issued and outstanding at March 31, 2026 and December 31, 2025	70	70
Additional paid-in capital	225,988	225,987
Net loan receivable from EJ Holdings	(16,869)	(16,869)
Accumulated other comprehensive loss	(3,647)	(2,729)
Accumulated deficit	(273,402)	(270,067)
Total stockholders' deficit	(67,860)	(63,608)
Total liabilities and stockholders' deficit	$ 18,696	$ 21,436

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

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

	Three Months Ended March 31,	
	2026	**2025**
REVENUES, NET	$ 1,982	$ 2,406
COST OF GOODS SOLD	168	225
GROSS PROFIT	1,814	2,181
OPERATING EXPENSES		
Research and development	40	176
Selling	747	646
General and administrative	1,850	2,339
Total operating expenses	2,637	3,161
LOSS FROM OPERATIONS	(823)	(980)
OTHER INCOME (EXPENSE)		
Loss on debt extinguishment	(76)	(164)
Change in fair value of warrant derivative liabilities	(2)	(9)
Change in fair value of conversion feature derivative, notes payable	(235)	162
Foreign exchange gain (loss)	(130)	(152)
Interest and other income (net)	61	73
Interest expense	(2,126)	(1,256)
Total other expense	(2,508)	(1,346)
LOSS BEFORE INCOME TAXES	(3,331)	(2,326)
Income tax provision	4	4
NET LOSS	(3,335)	(2,330)
COMPONENTS OF OTHER COMPREHENSIVE LOSS		
Unrealized gain (loss) on debt securities available for sale (net of tax)	(940)	194
Foreign currency translation adjustments	22	4
Other comprehensive income (loss)	(918)	198
COMPREHENSIVE LOSS	$ (4,253)	$ (2,132)
NET LOSS PER COMMON SHARE - BASIC AND DILUTED	$ (0.05)	$ (0.04)
WEIGHTED-AVERAGE COMMON SHARES OUTSTANDING BASIC AND DILUTED	70,188,263	63,865,571

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 amounts)
(Unaudited)

	Common stock		Additional paid-in	Loan receivable from	Accumulated other comprehensive	Accumulated	Total stockholders'
	Shares	Amount	capital	EJ Holdings	loss	deficit	deficit
Balance, January 1, 2026	70,188,263	$ 70	$ 225,987	(16,869)	$ (2,729)	$ (270,067)	$ (63,608)
Share-based compensation	—	—	1	—	—	—	1
Unrealized loss on debt securities available for sale (net of tax)	—	—	—	—	(940)	—	(940)
Foreign currency translation effect	—	—	—	—	22	—	22
Net loss	—	—	—	—	—	(3,335)	(3,335)
Balance, March 31, 2026	70,188,263	70	225,988	(16,869)	(3,647)	(273,402)	(67,860)

	Common stock		Additional paid-in	Loan receivable from	Accumulated other comprehensive	Accumulated	Total stockholders'
	Shares	Amount	capital	EJ Holdings	loss	deficit	deficit
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)

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)

	Three Months Ended March 31,	
	2026	2025
CASH FLOWS FROM OPERATING ACTIVITIES		
Net loss	$ (3,335)	$ (2,330)
Adjustments to reconcile net loss to net cash flows used in operating activities		
Depreciation and amortization	15	5
Inventory reserve	(4)	—
Amortization of discount of notes payable and convertible notes payable	164	99
Foreign exchange adjustments	(22)	141
Loss on debt extinguishment	76	164
Share-based compensation	1	10
Change in fair value of warrant derivative liabilities	2	9
Change in fair value of conversion feature derivative, notes payable	235	(162)
Net changes in operating assets and liabilities		
Accounts receivable	756	562
Inventories	(351)	199
Prepaid expenses and other current assets	294	298
Other non-current assets	30	198
Accounts payable and accrued expenses	1,873	1,353
Other liabilities	(1)	(254)
Operating lease liabilities	(77)	(13)
Net cash flows used in operating activities	(344)	279
CASH FLOWS FROM INVESTING ACTIVITIES		
Net cash flows provided by investing activities	—	—
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from notes payable issued	1,112	1,206
Payments of notes payable	(1,796)	(1,251)
Payments of notes payable, related party	(9)	(150)
Payments of convertible notes	(9)	(150)
Net cash flows used in financing activities	(702)	(345)
Effect of exchange rate changes on cash	(9)	10
Net increase (decrease) in cash and cash equivalents	(1,055)	(56)
Cash and cash equivalents, beginning of year	2,127	1,389
Cash and cash equivalents, end of year	$ 1,072	$ 1,333
SUPPLEMENTAL DISCLOSURES OF CASH FLOW ACTIVITIES		
Interest paid	$ 808	$ 415
Income taxes paid (refunded)	$ (1)	$ —

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, 2025 (the "Annual Report") filed with the Securities and Exchange Commission ("SEC") on March 31, 2026. The accompanying condensed consolidated balance sheet at December 31, 2025 has been derived from the audited consolidated balance sheet at December 31, 2025 contained in the Annual Report. The results of operations for the three months ended March 31, 2026 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.

In December 2025, the Company entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which the Company granted NIT, subject to the occurrence of the "Effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents the Company may develop in sickle cell disease, or the Field, in the U.S. and its territories and possessions and Canada, or the Territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the Effective Date of the License Agreement. The upfront cash payment is refundable by the Company under certain circumstances described in the License Agreement. The Company agreed in the License Agreement to use a portion of the upfront payment payable upon the Effective Date to subscribe to purchase shares of NIT capital stock.

In connection with the License Agreement, the Company and NIT entered into an Exclusive Supply Agreement pursuant to which the Company agrees to supply exclusively to NIT, and NIT agrees, subject to certain exceptions, to purchase exclusively from the Company all NIT's requirements for the products in the Field in the Territory at a purchase price based upon the cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of the Company's U.S. sales force and the Company has entered into a sales services agreement with NIT under which it renders sales and marketing services for Endari® in the Field in the Territory in exchange for the payment of quarterly fees in the low-to-mid six figures. The Company will continue to realize all revenues from sales of Endari® in the Territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date does not occur by the October 1, 2026, subject to certain exceptions, in which case all rights to the licensed products will revert to us. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

Under the License Agreement, each party is entitled to make improvements to the licensed products and to own their respective improvements, subject to the grant of appropriate cross-rights to any such improvements. The Company retains all rights in the licensed products outside the Field and outside the Territory.

If the Effective Date does not occur, management will consider alternative strategies for marketing and selling Endari® and any generic equivalents the Company may develop in the U.S. and other markets in the territory. NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products.

For the foregoing reasons, our historical results of operations are unlikely to be an indication of our future performance.

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. The Company has 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 which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement. Following the Effective Date of the License Agreement with NIT, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the Territory.

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 $3.3 million for the three months ended March 31, 2026 and had a working capital deficit of $64.5 million as of March 31, 2026. 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 except for the upfront fee from licensing agreement with NIT described above. 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 its EMI Holding, Inc. subsidiary, 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 March 31, 2026 and December 31, 2025, 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 purchased during the three months ended March 31, 2026 and the year ended December 31, 2025 were supplied, directly or indirectly by one supplier.

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 income (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.

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 March 31,	
	2026	2025
Stock options	4,559,584	4,640,782
Warrants	1,000,000	4,625,000
Convertible notes	50,348,985	46,982,346
Total anti-dilutive instrument	55,908,569	56,248,128

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.

Prior period adjustment—The Company has revised the potential dilutive shares and the shares underlying note disclosure for the prior periods presented to reflect limitation under the agreements which includes beneficial ownership limitations associated with its convertible notes. This revision had no impact on previously reported net loss per share or any other line item within the consolidated financial statements.

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 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, NET

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

	For the three months ended March 31,					
	2026			2025		
Endari® - US	$	1,376	70%	$	2,055	86%
Endari® - International		583	29%		198	8%
Other		23	1%		153	6%
Revenues, net		1,982	100%		2,406	100%

The following table summarizes the revenue allowance and accrual activities for the three months ended March 31, 2026 and March 31, 2025 (in thousands):

	Trade Discounts, Allowances and Chargebacks	Government Rebates and Other Incentives	Returns	Total
Balance as of January 1, 2026	$ 1,029	$ 8,129	$ 178	$ 9,336
Provision related to sales in the current year	127	532	17	676
Adjustments related to prior period sales	—	—	—	—
Credits and payments made	(184)	(373)	—	(557)
Balance as of March 31, 2026	$ 972	$ 8,288	$ 195	$ 9,455
Balance as of January 1, 2025	$ 1,135	$ 6,812	$ 138	$ 8,085
Provision related to sales in the current year	192	746	27	965
Adjustments related to prior period sales	4	17	—	21
Credits and payments made	(251)	(529)	(81)	(861)
Balance as of March 31, 2025	$ 1,080	$ 7,046	$ 84	$ 8,210

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 March 31,	
	2026	2025
Customer A	13%	20%
Customer B	14%	10%
Customer C	16%	30%
Customer D	19%	15%
Customer E	26%	1%

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 March 31, 2026 and December 31, 2025. See Notes 5, 6 and 11 and for additional details of the Company's agreements with Telcon.

In December 2025, the Company entered into a license and exclusive distribution agreement to NIT in which the Company granted NIT an exclusive license to sell the Company's rights to market, sell, and distribute Endari® and any generic equivalents, or the Product in sickle cell disease in the U.S. and Canada. Under the agreement, the Company received a portion of upfront fee of $3 million which is included in unearned revenue in other current liabilities as of March 31, 2026 and December 31, 2025.

NOTE 4 — SELECTED FINANCIAL STATEMENT — ASSETS

Inventories consisted of the following (in thousands):

	As of March 31, 2026	As of December 31, 2025
Raw materials and components	$ 1,216	$ 1,264
Work-in-process	582	26
Finished goods	5,185	5,343
Inventory reserve	(5,074)	(5,078)
Total inventories	$ 1,909	$ 1,555

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

	As of March 31, 2026	As of December 31, 2025
Prepaid insurance	$ 345	$ 529
Prepaid expenses	311	372
Other current assets	310	359
Total prepaid expenses and other current assets	$ 966	$ 1,260

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

	As of March 31, 2026	As of December 31, 2025
Equipment	$ 423	$ 423
Leasehold improvements	16	16
Furniture and fixtures	30	30
Total property and equipment	469	469
Less: accumulated depreciation	(371)	(356)
Total property and equipment, net	$ 98	$ 113

For the three months ended March 31, 2026 and 2025, depreciation expense was approximately $15,000 and $5,000, 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. On August 5, 2025 Telcon issued new shares under market price and on August 25, 2025, Telcon issued a bonus issue with the issue price deemed to be KRW zero, triggered conversion price adjustment. The conversion price as of March 31, 2026 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 binomial 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 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 March 31, 2026 and December 31, 2025 (in thousands):

Investment in convertible bonds	**March 31, 2026**	**December 31, 2025**
Balance, beginning of year	$ 12,604	$ 15,037
Sales of convertible bond	—	(2,172)
Net loss on investment in convertible bond	—	(177)
Change in fair value included in the statement of other comprehensive loss	(940)	(84)
Balance, end of year	$ 11,664	$ 12,604

The fair values as of March 31, 2026 and December 31, 2025 were based upon following assumptions:

	March 31, 2026	**December 31, 2025**
Principal outstanding (South Korean won)	KRW 17.0 billion	KRW 17.0 billion
Stock price	KRW 825	KRW 917
Expected life (in years)	4.55	4.79
Selected yield	15.00%	13.50%
Expected volatility (Telcon common stock)	69.25%	67.04%
Risk-free interest rate (South Korea government bond)	3.76%	3.21%
Expected dividend yield	—	—
Conversion price	KRW1,000(US$0.66)	KRW1,000(US$0.69)

Loan receivable from EJ Holdings – 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 Company subsequently loaned approximately $6.5 million (JPY 1,037,335,720) to EJ Holdings. 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 Company suspended further loans to EJ Holdings in September 2023.

EJ Holdings has had no substantial revenues since its inception, has depended on loans from the Company to acquire the Ube facility and fund its operations and will be dependent on loans or 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 seek to sell or otherwise dispose of 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 March 31, 2026 and December 31, 2025, 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 March 31, 2026 and December 31, 2025 (in thousands):

	March 31, 2026	December 31, 2025
Accounts payable:		
Clinical and regulatory expenses	$ 441	$ 565
Professional fees	844	927
Selling expenses	1,580	1,721
Manufacturing costs	1,724	1,466
Non-employee director compensation	1,006	1,018
Other vendors	215	282
Total accounts payable	5,810	5,979
Accrued interest payable, related parties	1,534	1,474
Accrued interest payable	6,905	5,841
Accrued expenses:		
Payroll expenses	382	452
Government rebates and other rebates	9,294	8,538
Other accrued expenses	562	331
Total accrued expenses	10,238	9,321
Total accounts payable and accrued expenses	$ 24,487	$ 22,615

Other current liabilities consisted of the following at March 31, 2026 and December 31, 2025 (in thousands):

	As of March 31, 2026	As of December 31, 2025
Trade discount	$ 3,200	$ 3,190
Unearned revenue (a)	13,000	13,000
Other current liabilities	1,243	1,375
Total other current liabilities	$ 17,443	$ 17,565

(a) Refer to Note 3 for further information.

Other long-term liabilities consisted of the following at March 31, 2026 and December 31, 2025 (in thousands):

	As of March 31, 2026	As of December 31, 2025
Trade discount	$ 12,361	$ 12,239
Other long-term liabilities	57	53
Total other long-term liabilities	$ 12,418	$ 12,292

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 did not purchase PGLG from Telcon for three months ended March 31, 2026 and 2025. $1.1 million of accounts payable were included in the condensed consolidated balance sheets as of March 31, 2026 and December 31, 2025. 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 March 31, 2026 and December 31, 2025 (in thousands except for number of underlying shares):

Year Issued	Interest Rate Range	Term of Notes	Conversion Price		Principal Outstanding March 31, 2026	Unamortized Discount March 31, 2026	Capitalized amount March 31, 2026	Carrying Amount March 31, 2026	Shares Underlying Notes March 31, 2026
Notes payable									
2013	10%	Due on demand	—		$ 626	$ —	$ —	$ 626	—
2022	10% - 12%	Due on demand	—		501	—	—	501	—
2023	11%	Due on demand	—		3,007	—	—	3,007	—
2024	30%	Due on demand	—		1,400	—	—	1,400	—
2025	44% - 53%	18-37 weeks	—		1,171	60	—	1,111	—
2026	49%	30 weeks	—		953	69	—	884	—
					$ 7,658	**$ 129**	**$ —**	**$ 7,529**	**—**
		Current			$ 7,658	$ 129	$ —	$ 7,529	—
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	—		4,067	44	—	4,023	—
2023	10%-60%	Due on demand	—		577	—	—	577	—
					$ 5,444	**$ 44**	**$ —**	**$ 5,400**	**—**
		Current			$ 3,123	$ —	$ —	$ 3,123	—
		Non-current			$ 2,321	$ 44	$ —	$ 2,277	—
Convertible notes payable									
2021	10%	Due on Demand	$ 0.01		685	—	—	685	18,038,735
2023	13%	Due on Demand	$ 10.00	(a)	3,150	—	—	3,150	458,409
2023	10%	Due on Demand	$ 0.29		1,000	—	—	1,000	3,448,275
2024	12%	Due on Demand	$ 0.01		8,621	—	3,900	12,521	28,861,975
					$ 13,456	**$ —**	**$ 3,900**	**$ 17,356**	**50,807,394**
		Current			$ 13,456	$ —	$ 3,900	$ 17,356	50,807,394
		Grand Total			**$ 26,558**	**$ 173**	**$ 3,900**	**$ 30,285**	**50,807,394**

Year Issued	Interest Rate Range	Term of Notes	Conversion Price		Principal Outstanding December 31, 2025	Unamortized Discount December 31, 2025	Capitalized amount December 31, 2025	Carrying Amount December 31, 2025	Shares Underlying Notes December 31, 2025
Notes payable									
2013	10%	Due on demand	—		$ 638	$ —	$ —	$ 638	—
2022	10% - 12%	Due on demand	—		505	—	—	505	—
2023	11%	Due on demand	—		3,093	—	—	3,093	—
2024	30%	Due on demand	—		1,400	—	—	1,400	—
2025	44% - 59%	18-37 weeks	—		2,574	191	—	2,383	—
					$ 8,210	**$ 191**	**$ —**	**$ 8,019**	**—**
		Current			$ 8,210	$ 191	$ —	$ 8,019	—
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	50	—	4,026	—
2023	10%-60%	Due on demand	—		577	—	—	577	—
					$ 5,453	**$ 50**	**$ —**	**$ 5,403**	**—**
		Current			$ 3,132	$ —	$ —	$ 3,132	—
		Non-current			$ 2,321	$ 50	$ —	$ 2,271	—
Convertible notes payable									
2021	10%	Due on Demand	$ 0.01		685	—	—	685	18,038,735
2023	13%	Due on Demand	$ 10.00	(a)	3,150	—	—	3,150	419,338
2023	10%	Due on Demand	$ 0.29		1,000	—	—	1,000	3,448,275
2024	12%	Due on Demand	$ 0.01		8,630	—	3,915	12,545	28,861,975
					$ 13,465	**$ —**	**$ 3,915**	**$ 17,380**	**50,768,323**
		Current			$ 13,465	$ —	$ 3,915	$ 17,380	50,768,323
		Grand Total			**$ 27,128**	**$ 241**	**$ 3,915**	**$ 30,802**	**50,768,323**

(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 14% and 15% for three months ended March 31, 2026 and the year ended December 31, 2025, respectively. The weighted-average effective annual interest rate of notes payable as of March 31, 2026 and December 31, 2025 was 16% and 18%, respectively, after giving effect to discounts relating to warrants and deferred financing costs relating to the notes.

As of March 31, 2026, future contractual principal payments due on notes payable were as follows (in thousands):

Year Ending	
2026	$ 24,237
2027	2,321
2028	—
2029	—
2030	—
Total	$ 26,558

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.

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. For the three months ended March 31, 2026 and 2025, the Company repaid $9,000 and $150,000, respectively of the convertible promissory notes. As of March 31, 2026, the conversion price was $0.01 per share.

In February and March 2024, the Company entered into Exchange Agreements (the "Exchange Notes") with certain convertible notes holders pursuant to which it issued 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 were convertible into shares of the Company's common stock at an initial conversion price 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. In December 2025, the Company entered into Exchange Agreement with a convertible note holder to which it agreed to issue 6,322,692 shares of the Company's stock in exchange of $2.4 million principal amount of the holder's convertible note. Management accounted this transaction as troubled debt restructuring under ASC 470-60 since the Company was experiencing financial difficulty and the effective borrowing rate on the new debt is less than the effective borrowing rate on the original debt. As a result, the Company recognized fair value of equity approximately $72,000 in additional paid in capital and deferred recognizing $2.4 million gain on restructured debt until the note is fully settled. As of March 31, 2026, $8.6 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. As of March 31, 2025, the convertible promissory note became due. The intrinsic value of conversion feature is calculated as the difference between the market value and the conversion price, multiplyed by the underlying shares.

The following table set forth and the fair value of the conversion feature liability as of March 31, 2026 and December 31, 2025 (in thousands):

Conversion feature liability	**March 31, 2026**	**December 31, 2025**
Balance, beginning of year	$ —	$ 162
Change in fair value included in the statement of operations	235	(162)
Balance, end of year	$ 235	$ —

In September 2023, Smart Start Investments Limited, of which Wei Peu Zen, a director of the Company, is a director and 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 March 31, 2026, the conversion price 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 loaned the Company the principal amount of $1.4 million. The loan was due in two months and bore interest at the rate of 2.5% per month. As of May 2024, the loan became due on demand and the stated default rate of interest 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 $1.3 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $0.8 million. Under the agreement, the Company agreed to pay the third party $35,000 weekly for 10 weeks and $41,000 weekly thereafter until the Purchase Amount has been collected. In February 2025, the Company repaid in full the outstanding balance of $0.3 million and recognized debt extinguishment loss of $0.2 million as the Company entered into February 2025 loan 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 $1.5 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $0.9 million. Under the agreement, the Company agreed to pay the third party $43,000 weekly until the Purchase Amount has been collected. In May 2025, the Company repaid in full the outstanding balance of $0.4 million and recognized debt extinguishments loss of $0.2 million as the Company entered into May 2025 loan 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 $1.9 million of future receipts (the "Purchased Amount") in exchange for net proceeds of $1.3 million with origination fee of $0.1 million. Under the agreement, the Company agrees to pay the third party $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. In August 2025, the Company repaid in full the outstanding balance of $0.6 million and recognized debt extinguishments loss of $0.3 million as the Company entered into August 2025 loan discussed below.

In May 2025, the Company entered into an Agreement for the Purchase and Sales of Future Receipts (the "May 2025 loan") with a third party pursuant to which it sells $2.1 million of future receipts (the "Purchased Amount") in exchange for net proceeds of $1.5 million with origination fee of $0.1 million. 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. In October 2025, the Company repaid in full the outstanding balance of $0.6 million as the Company entered into October 29, 2025 loan discussed below.

In June 2025, the Company entered into an Agreement for the Future Receivables Sale and Purchase Agreement (the "June 2025 loan") with a third party pursuant to which it sold and assigned $1.0 million of future receipts (the "Purchased Amount") in exchange for net proceeds of $0.8 million with origination fee of $38,000. Under the agreement, the Company agrees to pay the third party approximately $51,000 thousand weekly until the Purchased Amount has been collected. In October 2025, the Company repaid in full the outstanding balance of principal and interest of approximately $0.3 million as the Company entered into October 1, 2025 loan discussed below.

In August 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts (the "August 2025 loan") with a third party pursuant to which it sold and assigned $1.9 million of future receipts (the "Purchased Amount") in exchange for net proceeds of $1.2 million with an origination fee of $0.1 million. 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. In October 2025, the Company repaid in full the outstanding balance of approximately $1.2 million as the Company entered into October 29, 2025 loan discussed below.

In September 2025, the Company entered into a Purchase of Future Receipts Agreement with a third party. It loaned principal amount of $141 thousand with financial charge of $65,000. Under the agreement, the Company agree to pay the third party approximately $11 thousand weekly. In January 2026, the Company repaid all balance in accordance with the agreement.

In October 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("October 1, 2025 loan") with a third party pursuant to which it sold and assigned $0.9 million of future receipts (the "Purchase Amount") in exchange for net proceeds of $0.6 million net of origination fee of $34,000. Under the agreement, the Company agrees to pay the third party approximately $52,000 weekly until the Purchase Amount has been collected. A portion of the net proceeds were used to prepay June 2025 loan. In February 2026, the Company repaid all balance in accordance with the agreement.

In October 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("October 29, 2025 loan") with a third party pursuant to which it sold and assigned $3.6 million of future receipts (the "Purchase Amount") in exchange for net proceeds of $2.3 million net of origination fee of $0.3 million. Under the agreement, the Company agrees to pay the third party approximately $94,000 weekly until the Purchase Amount has been collected. A portion of the net proceeds were used to prepay the May 2025 and August 2025 loan and the Company recognized debt extinguishment of $0.6 million. As of March 31, 2026, the outstanding balance of the loan was $1.0 million.

In December 2025, the Company entered into an Agreement for the Purchase and Sale of Future Receipts ("December 2025 loan") with a third party pursuant to which it sold and assigned $0.8 million of future receipts (the "Purchase Amount") in exchange for net

proceeds of $0.5 million net of origination fee of $45,000. Under the agreement, the Company agrees to pay the third party approximately $54,000 weekly until the Purchase Amount has been collected. In February 2026, the Company repaid in full the outstanding balance as the Company entered into the February 2026 loan discussed below.

In February 2026, Emmaus Medical entered into a Sale of Future Receipts Agreement (the "February 2026 loan") with a third party pursuant to which it sold and assigned $1.7 million of future receipts (the "Purchased Amount") in exchange for net cash proceeds of $1.1 million. Under the agreement, the Company agreed to pay the third party approximately $57,000 weekly for 30 weeks until the Purchase Amount has been collected. The portion of proceeds was used to pay December 2025 loan. As of March 2026, the outstanding balance of the loan was $0.9 million.

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 March 31, 2026 and 2025, the Company recorded the change in fair value of approximately $2,000 and $9,000, respectively, in the condensed consolidated statements of operations.

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

	March 31, 2026	December 31, 2025
Stock price	$0.02	$0.01
Exercise price	$0.47-$0.50	$0.47-$0.50
Expected term	1.78-1.82 years	2.03-2.24 years
Risk-free rate	3.77%	3.48%
Dividend yield	—	—
Volatility	568.37%-575.98%	543.38%-548.72%

A summary of outstanding warrants as of March 31, 2026 and December 31, 2025 is presented below:

	March 31, 2026		December 31, 2025	
	Number of Warrants	Weighted Average Exercise Price	Number of Warrants	Weighted Average Exercise Price
Warrants outstanding, beginning of year	1,000,000	$ 0.49	4,625,000	$ 0.81
Granted	—	—	—	—
Exercised	—	—	—	—
Cancelled, forfeited and expired	—	—	(3,625,000)	0.90
Warrants outstanding, end of year	1,000,000	$ 0.49	1,000,000	$ 0.49
Warrant exercisable, end of year	1,000,000	$ 0.49	1,000,000	$ 0.49

As of March 31, 2026, the weighted-average remaining contractual life of outstanding warrants was 1.8 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 March 31, 2026 and December 31, 2025, stock options to purchase up to 1,195,760 shares and 1,300,774 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 March 31, 2026 and December 31, 2025 stock options to purchase up to 243,824 shares and 243,968 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. Options are granted under the 2021 Stock Incentive Plan are generally exercisable for ten years from the date of grant and vest and become exercisable with respect to the underlying shares over three years for employees, one year for non-employee directors and immediately for consultants. As of March 31, 2026 and December 31, 2025, stock options to purchase up to 3,120,000 shares 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 March 31, 2026 and December 31, 2025 is presented below:

	March 31, 2026		December 31, 2025	
	Number of Options	Weighted-Average Exercise Price	Number of Options	Weighted-Average Exercise Price
Options outstanding, beginning of year	4,664,742	$ 3.60	5,287,284	$ 3.54
Granted or deemed issued	—	—	50,000	$ 0.01
Exercised	—	—	—	—
Cancelled, forfeited and expired	(105,158)	4.88	(672,542)	2.88
Options outstanding, end of period	4,559,584	$ 3.57	4,664,742	$ 3.60
Options exercisable at end of period	4,559,584	$ 3.57	4,646,686	$ 3.60
Options available for future grant	880,000		880,000	

During the three months ended March 31, 2026 and 2025, the Company recognized approximately $1,000 and $10,000, respectively of share-based compensation expense. As of March 31, 2026, there was no unrecognized share-based compensation expense related to unvested stock options.

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 loss.

For both the three months ended March 31, 2026 and 2025, the Company recorded an income tax provision of $4,000. 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 March 31, 2026 or December 31, 2025.

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. 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 March 31, 2026 and 2025 was approximately $90,000 and $249,000 respectively.

As of March 31, 2026, future minimum lease payments under the lease agreements were as follows (in thousands):

	Amount
2026	$ 320
2027	509
2028	516
2029 and after	651
Total lease payments	1,996
Less: Interest	323
Current portion	349
Operating lease liabilities, less current portion	$ 1,324

As of March 31, 2026, the Company had an operating lease right-of-use asset of $0.7 million and lease liability of $1.7 million reflected on the condensed consolidated balance sheet. The weighted average remaining term of the Company's leases as of March 31, 2026 was 3.9 years and the weighted-average discount rate was 10.4%.

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.

NOTE 12 — RELATED PARTY TRANSACTIONS

The following table sets forth information relating to loans from related parties outstanding at any time during the three months ended March 31, 2026 (in thousands):

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding March 31, 2026	Highest Principal Outstanding	Amount of Principal Repaid or Converted into Stock	Amount of Interest Paid
Promissory note payable - 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(3)	10%	4/4/2022	On Demand	101	110	9	3
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(3)	10%	4/19/2022	On Demand	250	250	—	63
	Hope International Hospice, Inc.(1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1)	12%	7/27/2022	5 years	402	402	—	12
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	6
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	42
	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	**$ 5,444**	**$ 5,453**	**$ 9**	**$ 126**

(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) Albert Niihara is the son of Dr. Niihara.

The following table sets forth information relating to loans from related parties outstanding at any time during the year ended December 31, 2025:

Class	Lender	Interest Rate	Date of Loan	Term of Loan	Principal Amount Outstanding December 31, 2025	Highest Principal Outstanding	Amount of Principal Repaid or Converted into Stock	Amount of Interest Paid
Promissory note payable - 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(3)	10%	4/4/2022	On Demand	110	350	240	150
	Willis Lee(2)	10%	4/14/2022	On Demand	45	45	—	—
	Albert Niihara(3)	10%	4/19/2022	On Demand	250	250	—	35
	Hope International Hospice, Inc.(1)	10%	5/25/2022	On Demand	40	40	—	—
	Dr. Yutaka and Soomi Niihara(1)	12%	7/27/2022	5 years	402	402	—	48
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	250	250	—	25
	Dr. Yutaka and Soomi Niihara(1)	10%	8/16/2022	5 years	1,669	1,669	—	167
	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**	**$ 425**

(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) Albert Niihara is the son of Dr. Niihara.

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 5.9% of the common stock outstanding as of March 31, 2026. As of March 31, 2026, the Company held a Telcon convertible bond in the principal amount of KRW17.0 billion, or approximately $11.2 million, as discussed in Note 5.

NOTE 13 — SUBSEQUENT EVENTS

In April 2026, Telcon offset KRW3.8 billion, or approximately $2.6 million, against the principal amount of the Company's Telcon convertible bond and the Company released KRW297.1 million, or approximately $202,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended December 31, 2025.

On May 14, 2026, Company and NeoImmuneTech, Inc., or NIT, entered into a letter agreement confirming May 15, 2026 as the "Effective Date" under the License and Exclusive Distribution Agreement, or License Agreement, between the parties pursuant to which the Company has granted NIT an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents the Company may develop in sickle cell disease, or the Field, in the U.S. and its territories and possessions and Canada, or the Territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. The letter agreement amended the License Agreement in certain respects relating to the "transition period" between the Effective Date and May 31, 2026.

Concurrently with the Effective Date, the Exclusive Supply Agreement between the parties also became effective. Pursuant to the Exclusive Supply Agreement the Company agrees to supply exclusively to NIT, and NIT agrees, subject to certain exceptions, to purchase exclusively from the Company all NIT's requirements for the products in the Field in the Territory at a purchase price based upon the cost of production plus a specified percentage margin,

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, 2025 filed with the Securities and Exchange Commission ("SEC") on March 31, 2026 (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

Endari® was approved for marketing in the United Arab Emirates, or U.A.E, in Qatar, Kuwait, Bahrain, and Oman. Our application for marketing authorization in the Kingdom of Saudi Arabia, or KSA is pending. While the application is pending, the FDA approval of Endari® can be referenced to allow access to Endari® in the KSA on a named-patient basis. In January 2025, Endari® was afforded market exclusivity in the KSA by the KSA's unified purchasing system which extends to all KSA government institutions, including hospitals under the Ministry of Health, Military Hospitals, the National Guard, the Security Forces, and King Faisal Specialty Hospitals and Research Centers.

Endari® is sold in the U.S. through our nonexclusive distributors and in the Middle East North Africa, or MENA, region through exclusive arrangements with local distributors. In December 2025, we entered into a License and Exclusive Distribution Agreement, or License Agreement, with NeoImmuneTech, Inc., or NIT, pursuant to which we granted NIT, subject to the occurrence of the "Effective Date" of the License Agreement, an exclusive license to our rights to market, sell, and distribute Endari® and any generic equivalents we may develop in sickle cell disease, or the Field, in the U.S. and its territories and possession and Canada, or the Territory, in exchange for an upfront cash payment, a double digit percentage royalty on NIT's sales of the licensed products and a double digit percentage of any NIT sublicenses of rights to the products. Of the upfront payment, somewhat less than half was paid in cash upon execution of the License Agreement, with the balance payable in cash upon the "Effective Date" of the License Agreement. The upfront cash payment is refundable by us under certain circumstances described in the License Agreement. We agree in the License Agreement to use a portion of the upfront payment payable upon the Effective Date to subscribe to purchase shares of NIT capital stock.

In connection with the License Agreement, we and NIT recently entered into an Exclusive Supply Agreement pursuant to which we agree to supply exclusively to NIT, and NIT agrees, subject to the occurrence of the Effective Date of the License Agreement and certain exceptions, to purchase exclusively from us all NIT's requirements for the Products in the Field in the Territory at a purchase price based upon our cost of production plus a specified double digit percentage margin.

Pending the Effective Date, NIT has hired selected members of our U.S. sales force and we have entered into a sales services agreement under which NIT renders to us sales and marketing services for Endari® in the Field in the Territory in exchange for our payment of quarterly fees in the low-to-mid six figures. We will continue to realize all revenues from sales of the Endari® in the Territory pending the Effective Date.

The Effective Date is subject to NIT's obtaining the necessary regulatory approvals and licensing to sell and distribute the licensed products and other specified conditions, and there is no assurance that the Effective Date will occur. The License Agreement may be terminated by either party if the Effective Date does not occur by the October 1, 2026, subject to certain exceptions, in which case all

rights to the licensed products will revert to us. Once the Effective Date occurs, the rights granted to NIT under the License Agreement will become nonexclusive if NIT fails to generate annual minimum sales of the licensed products in the low seven figures. Following the Effective Date, the License Agreement may be terminated by either party in the event of a breach by the other party and other specified events.

Under the License Agreement, each party is entitled to make improvements to the licensed products and to own their respective improvements, subject to the grant of appropriate cross-rights to any such improvements. We retain all rights in the licensed products outside the Field and outside the Territory.

If the Effective Date does not occur, we will consider alternative strategies for marketing and selling Endari® and any generic equivalents we may develop in the U.S. and other markets in the Territory. NIT has no experience is marketing brand name or generic pharmaceuticals in the U.S. or elsewhere, and if the Effective Date occurs there is no assurance that it will be able to successfully market and distribute Endari® or other licensed products.

For the foregoing reasons, our historical results of operations are unlikely to be an indication of our future performance.

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 which are expected to be assigned and assumed by NIT in connection with the Effective Date of the License Agreement. Following the Effective Date of the License Agreement with NIT, our revenues from U.S. operations will depend upon sales of Endari® to NIT under the exclusive supply agreement and on royalties from NIT's sales of Endari® in the Territory.

As of March 31, 2026, our accumulated deficit was $273.4 million, and we had cash and cash equivalents of $1.1 million. Until we can generate sufficient net revenues from Endari® sales or enter into one or more strategic transactions, 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 or accomplish strategic transactions.

Results of Operations:

Three months ended March 31, 2026 and 2025

Net Revenues. Net revenues decreased by $0.4 million, or 18%, to $2.0 million for the three months ended March 31, 2026, compared to $2.4 million for the three months ended March 31, 2025 mainly 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 the reimbursement rates that Medicare, Medicaid and third-party payors are willing to pay for Endari®, which has had and could continue to have a material, adverse effect on our future sales and net revenues.

Cost of Goods Sold. Cost of goods sold decreased by $57,000 or 25%, to $168,000 for the three months ended March 31, 2026, compared to $225,000 for the three months ended March 31, 2025. The decrease was primarily due to the decrease in U.S sales discussed above.

Research and Development Expenses. Research and development expenses decreased by $136,000, or 77%, to $40,000 for the three months ended March 31, 2026, compared to $176,000 for the three months ended March 31, 2025 as the Company has ceased research and development activities in late 2024.

Selling Expenses. Selling expenses increased by $0.1 million, or 16%, to $0.7 million for the three months ended March 31, 2026, compared to $0.6 million for the three months ended March 31, 2025. The increase was due to an increase of $0.3 million in consulting fee partially offset by a decrease of payroll expense $0.2 million as we transferred our sales force to and entered into a sales service agreement with NIT as a part of exclusive distribution licensing agreement discussed above. The sales service agreement will be terminated upon the Effective Date, management expects the US selling expenses to decrease in the future.

General and Administrative Expenses. General and administrative expenses decreased by $0.5 million, or 21%, to $1.9 million for the three months ended March 31, 2026, compared to $2.3 million for the three months ended March 31, 2025. The decrease was due to decreases of $0.2 million in rent expenses attributable to the modification of office lease, $0.1 million in payroll expenses attributable to the reduction in headcount, $0.1 million in product testing fee, and $0.1 million in settlement fee.

Other Expense. Total other expenses increased by $1.2 million, or 86%, to $2.5 million for the three months ended March 31, 2026, compared to $1.3 million for the three months ended March 31, 2025. The increase was primarily due to increases of $0.9 million in interest expense and $0.2 million in change in fair value of conversion feature derivative.

Net Loss. Net loss was $3.3 million and $2.3 million for three months ended March 31, 2026 and 2025, respectively. The increase in 2026 was due to an increase in other expense partially offset by a decrease in loss from operations.

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 $1.1 million as of March 31, 2026, we do not have sufficient operating capital for our business without raising additional capital. We realized a net loss of $3.3 million for the three months ended March 31, 2026 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 or accomplish a strategic transaction.

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 March 31, 2026, we had outstanding $13.5 million principal amount of convertible promissory notes and $10.8 million principal amount of other notes payable reflected in our current liabilities. Our minimum lease payment obligations were $1.7 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. In April 2026, Telcon offset KRW 3.8 billion, or approximately $2.6 million, against the principal amount of the Company's Telcon convertible bond and the Company released KRW297.1 million, or approximately $202,000, in cash proceeds to Telcon in satisfaction of the target shortfall for the year ended December 31, 2025.

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 three months ended March 31, 2026 and March 31 2025

Net cash used in operating activities

Net cash used in operating activities increased by $0.6 million, or 223%, to $0.3 million for the three months ended March 31, 2026 from net cash provided in operating activities $0.3 million for the three months ended March 31, 2025. This increase was primarily due to an increase of net loss.

Net cash provided by investing activities

There was no investing activities in the three months ended March 31, 2026 and 2025.

Net cash used in financing activities

Net cash used in financing activities increased by $0.4 million, or 103%, to $0.7 million for the three months ended March 31, 2026 from $0.3 million for the three months ended March 31, 2026. The increase was mainly due to an increase 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 three months ended March 31, 2026.

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 March 31, 2026 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 seek 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 March 31, 2026. 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

None.

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	Future Receivables Sale and Purchase Agreement with Breeze					*
10.2	Exclusive Supply Agreement entered into on March 2, 2026 between Emmaus Life Sciences, Inc. and NeoImmune Tech, Inc.					*
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: May 15, 2026

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)

Exhibit 10.1

Breeze Funding

SALE OF FUTURE RECEIPTS AGREEMENT

Seller's Legal Name: EMMAUS MEDICAL INC

Tax ID: _____ **D/B/A:** EMMAUS MEDICAL

State of Incorporation and Form of Business Entity:
CA CORPORATION

Primary Contact Name: WILLIS CHANGCHOON LEE

Title: OWNER **Phone Number:** _____

Street Address:	City:	State:	Zip:
21250 HAWTHORNE BLVD STE 800	TORRANCE	CA	90503

Mailing Address:	City:	State:	Zip:
21250 HAWTHORNE BLVD STE 800	TORRANCE	CA	90503

Initial Periodic Amount

$ 56,893.00

What is the Initial Periodic Amount?

The Initial Periodic Amount is an estimate of the Specified Percentage of your average sales revenue. We will debit the Periodic Amount from your Bank Account each business week , subject to your actual revenue. We based the Initial Periodic Amount on information you provided or made available to us to calculate your average revenue over a period of time prior to the date of this Agreement. Please refer to Section 4 of this Agreement for how you can adjust the Periodic Amount.

Purchase Price Paid to Seller:
$ 1,210,000.00

Purchased Amount of Future Receipts:
$ 1,692,790.00

Specified Percentage:
35%

Periodic Frequency:
Weekly

Purchase Price $ **$ 1,210,000.00** (If applicable) paid to Buyer and/or third parties

Prior Balance(s) $ **$ 214,250.00** (If applicable)

Wire Fee $ **$ 0.00** **Origination Fee** $ **$ 97,600.00**

Net Amount Funded to Seller $ **$ 898,150.00**

This Sale of Future Receipts Agreement ("Agreement") effective, 02/20/2026 , is made by and between Breeze Funding, address at 17 state street New York NY 10004 ("Buyer"), the business identified above ("Seller"), and each Guarantor identified below (each a "Guarantor").
Seller, hereby sells, and assigns to Buyer, without recourse, the Purchased Amount of the proceeds of each future sale made by Seller (collectively "Future Receipts") and will deliver the Specified Percentage of Future Receipts in accordance with this Agreement.

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.

Seller: EMMAUS MEDICAL INC

Agreed to by: WILLIS CHANGCHOON LEE **Signature:** _____ **, its** OWNER **(Title) Initials;** _____

Agreement of Each Guarantor: By signing below each Guarantor 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.

Notice: This agreement contains a personal guaranty of performance, and by signing below, you agree that you will be personally liable for the prompt and complete performance of certain obligations of Seller as described in this Agreement.

GUARANTOR #1 **Full Name:** WILLIS CHANGCHOON LEE

Social Security #: _____ **Signature:** _____ **Date:** 02/20/2026 **Initials;** _____

GUARANTOR #2 **Full Name:** _____

Social Security #: _____ **Signature:** _____ **Date:** 02/20/2026 **Initials;** _____

Breeze Funding

SALE OF FUTURE RECEIPTS AGREEMENT TERMS AND CONDITIONS

1. Future Receipts:

"Future Receipts" includes all payments made by cash, check, Automated Clearing House ("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 pay to Seller the Purchase Price, minus any fees and amounts to satisfy prior balances shown above.

2. Buyer's Acceptance of Agreement:

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 Net Amount Funded to Seller, shown above. Prior to accepting this Agreement, Buyer may conduct a processing trial to confirm its access to Seller's Account, shown above (the "Account") and the ability to withdraw the Initial Periodic 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.

3. Delivery of Purchased Amount:

Seller authorizes Buyer to debit the Initial Periodic Amount or any updated periodic amount (the "Periodic Amount") from the Account each business day by either ACH or electronic check. Seller will provide Buyer with all required Account information and agrees not to change it without prior written consent from Buyer. Seller will provide an appropriate ACH authorization to Buyer. If any draft or electronic debit is returned for insufficient funds, then 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 during the course of this Agreement.

In the event that Seller changes or permits changes to the Account or the ACH authorization approved by the Buyer or adds an additional bank account, Buyer shall have the right, without waiving any of its rights and remedies and without notice to Seller or any Guarantor, to notify the new or additional bank of this Agreement and to direct such new or additional bank to remit to the Buyer all or any portion of the amounts received by such bank. Any such new account shall be deemed an Account.

4. Reconciliation and Adjusting the Periodic Amount (IMPORTANT PROTECTION FOR SELLER):

The initial Periodic Amount is intended to represent the Specified Percentage of Seller's Future Receipts. At any time, Seller or Buyer have the right to obtain a reconciliation of Seller's actual revenue to adjust the Periodic Amount to more closely reflect the Seller's actual Future Receipts times the Specified Percentage.

a. How Seller may Request a Reconciliation.Email: funding@breezefunders.com

b. How Buyer may Request a Reconciliation. Buyer may request a reconciliation in writing via regular mail or e-mail.

c. Reconciliation Information. Seller shall provide Buyer with a copy of Seller's most recent month's official Account statement (the "Reconciliation Information"). Upon receipt of the Reconciliation Information, Buyer shall promptly recalculate
Seller's average revenue. If necessary to verify the Reconciliation Information, Buyer may request additional documentation including view-only access to the Account.

d. Adjusting the Periodic Amount. Within five (5) calendar days of Buyer's reasonable verification of the Reconciliation Information, Buyer shall adjust the Periodic Amount on a goingforward basis to more closely reflect Seller's actual Receipts times the Specified Percentage. Buyer will notify Seller prior to any such adjustment. After each adjustment made pursuant to this paragraph, the new dollar amount will be deemed the updated Periodic Amount until any subsequent adjustment.

e. Refund Reconciliation. Either party also may obtain a refund reconciliation. If requested, Buyer shall calculate whether the amount Buyer received from Seller during the applicable month wasgreater or less than the Specified Percentage of Seller's actual receipts for that month and credit the Account with any excess or debit the Account for any shortfall. Seller and/or Buyer may request a refund reconciliation once each calendar month.

f. Failure to Provide Reconciliation Information. If Seller requests a reconciliation and fails to provide the Reconciliation Information within five (5) calendar days after Seller's reconciliation request, Buyer may consider Seller's reconciliation request withdrawn. If Buyer requests a reconciliation and Seller fails to provide the Reconciliation Information within five (5) calendar days after Buyer's reconciliation request, Buyer may adjust the Periodic Amount based on the best information reasonably available to Buyer.

Breeze Funding

5. Nonrecourse 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.

a. No Right or Obligation to Repurchase Future Receipts. By this Agreement, Seller transfers to Buyer full and complete ownership of the Purchased Amount and Seller retains no legal or equitable interest therein. Seller acknowledges that it has no right or obligation to repurchase the Purchased Amount from Buyer.

b. Valid Excuses. Seller shall be excused from any obligation to remit Periodic Amounts during any period that Seller's business ceases its operations due to adverse business conditions that occurred for reasons outside Seller's control. Bankruptcy of the Seller is not an event of default under this Agreement.

c. Buyer's Assumption of Risk. Buyer assumes the risk that Future Receipts may be remitted more slowly than Buyer may have anticipated or projected because Seller's business has slowed down, and the risk that the full Purchased Amount may never be remitted because Seller's business goes bankrupt or Seller otherwise ceased operations in the ordinary course of business. Buyer is buying the Purchased Amount 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.

6. Fees and Charges:

A list of all fees and charges applicable under this Agreement is contained in Appendix A. Some or all of the Origination Fee may be paid to a broker. Otherwise, Buyer is NOT CHARGING ANY BROKER FEES to Seller. If Seller is charged another such fee, Seller acknowledges that it is not being charged by Buyer.

7. Credit Report and Other Authorizations:

Seller and each of the Guarantors 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 the Guarantors 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 Guarantors continue to have any obligations 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. Right to Cancel:

Seller understands that Buyer offers Seller a right to cancel this Agreement at any time within two (2) calendar days after Buyer has delivered the Net Amount Funded. Seller may exercise this right by notifying Buyer that it is cancelling this Agreement and returning the Net Amount Funded to Buyer. For the Seller's right to cancel to be effective, Buyer must receive both the notice and the return of the Net Amount Funded within two (2) calendar days after the Buyer has delivered the Net Amount Funded.

10. Financial Information:

Seller authorizes Buyer and its agents to investigate its financial responsibility and history, and will provide to Buyer any authorizations, banking or financial statements, tax returns, etc., as Buyer deems necessary and reasonable 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.

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11. Transactional History:

Seller authorizes all of its banks and brokers and its Payment Card processor(s) to provide Buyer with Seller's banking, brokerage and/or processing history to determine qualification or continuation in this program, or for collections upon a breach of this Agreement.

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:

As of the date of this Agreement and, unless expressly stated otherwise, continuing until Buyer has received 1) the Purchased Amount and 2) all fees and charges due under this Agreement, Seller represents, warrants and covenants to Buyer as follows:

a. No Diversion of Future Receipts. Seller must deposit all Future Receipts into the Account on a daily basis 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 on a daily basis. Seller agrees not to (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or, (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts.

b. Stacking Prohibited. Seller shall not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts or requires daily payments 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.

c. 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. 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 at the time they are provided. Seller further agrees to authorize the release of any past or future tax returns to Buyer.

d. Governmental Approvals. Seller is in compliance and shall comply with all applicable federal, state and local laws, rules and regulations and has valid permits, authorizations and licenses to own, operate and lease its properties and to conduct the businesses in which it is presently engaged and/or will engage in hereafter.

e. 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.

f. 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 voluntarily 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 will not voluntarily close its business on a temporary basis for renovations, repairs, or any other voluntary 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 five (5) calendar days' notice to the extent practicable.

g. No Pending or Contemplated Bankruptcy as of the Date of this Agreement. As of the date of this Agreement, Seller 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 as of the date of this Agreement (i) it does not anticipate filing a bankruptcy petition and (ii) it does not anticipate that an involuntary petition will be filed against it.

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

i. 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 that prohibits the sale or pledge of Seller's Future Receipts.

j. 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.

k. Accurate and Complete Information. Seller represents, warrants, and agrees that all information provided to Buyer and all statements made to Buyer relating to this transaction in any way have been truthful, accurate, and complete. Seller further agrees that Seller will be truthful in all future statements to Buyer, and will provide Buyer with accurate and complete information regarding Seller's business as required by this Agreement.

14. Rights of Buyer:

a. Acknowledgment of Security Interest and Security Agreement. The Future Receipts sold by Seller to Buyer pursuant to this Agreement shall constitute and shall be construed and treated for all purposes as a true and complete sale, conveying good title to the Future Receipts free and clear of any liens and encumbrances, from Seller to Buyer. To the extent the Future Receipts are "accounts" or "payment intangibles" as those terms are defined in the Uniform Commercial Code as in effect in the state in which the Seller is located ("UCC") then: (i) the sale of the Future Receipts creates a security interest as defined in the UCC, (ii) this Agreement constitutes a "security agreement" under the UCC, and (iii) Buyer has all the rights of a secured party under the UCC with respect to such Future Receipts. Seller further agrees that, with or without a breach of this Agreement, Buyer may notify account debtors, or other persons obligated on the Future Receipts, or holding the Future Receipts, of Seller's sale of the Future Receipts and may instruct them to make payment or otherwise render performance to or for the benefit of Buyer.

b. Financing Statements. Seller authorizes Buyer to file one or more UCC-1 forms consistent with the UCC to give notice 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 the Account for all costs incurred by Buyer associated with the filing, amendment or termination of any UCC filings.

c. 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 during regular business hours, 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 daily receipts to the Processor and to ensure that Seller has not violated any other provision of this Agreement, (ii) Seller shall provide access to its employees and records and all other items as reasonably 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.

d. 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, email address, or facsimile number given to Buyer by the Seller, its agents or employees, including cellular telephones.

Breeze Funding

e. ACH Authorization. Seller represents and warrants that (i) the Account is solely owned by Seller; (ii) the person executing this Authorization on behalf of Seller is an authorized signer on the Account and has the power and authority to authorize Buyer to initiate ACH transactions to and from the Account, and (iii) the Account is a legitimate, open, and active bank account used solely for business purposes and not for personal, family or household purposes. If an ACH transaction is rejected by Seller's financial institution for any reason other than a stop payment order placed by Seller with its financial institution, including without limitation insufficient funds, Seller agrees that Buyer may resubmit up to two times any ACH transaction that is dishonored. Seller's bank may charge Seller fees for unsuccessful ACH entries. Seller agrees that Buyer will have no liability to Seller for such fees. In the event Buyer makes an error in processing any payment or credit, Seller authorizes Buyer to initiate ACH entries to or from the Account to correct the error. Seller acknowledges that the origination of ACH entries to and from the Account must comply with applicable law and applicable network rules. Seller agrees to be bound by the Rules and Operating Guidelines of NACHA (formerly known as the National Automated Clearing House Association). Seller will not dispute any ACH transaction initiated pursuant to this Authorization, provided the transaction corresponds to the terms of this Authorization. Seller requests the financial institution that holds the Account to honor all ACH entries initiated in accordance with this Authorization.

15. Remedies for Seller's Breach of this Agreement:

If Seller violates any term or covenant in this Agreement, Buyer may proceed to protect and enforce its rights including, but not limited to, the following:

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

b. Buyer may enforce the provisions of the Personal Guaranty of Performance against each Owner.

c. Seller shall pay to Buyer all reasonable costs associated with Seller's breach. 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, 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.

d. Buyer may debit depository accounts wherever situated by means of ACH debit or facsimile signature on a computergenerated check drawn on any of Seller's banking accounts for all sums due to Buyer.

e. Subject to arbitration as provided in Section 30 of this Agreement, all rights, powers and remedies of Buyer in connection with this Agreement may be exercised at any time by Buyer after the occurrence of breach, are cumulative and not exclusive, and shall be in addition to any other rights, powers or remedies provided by law or equity.

16. Modifications, Amendments:

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

17. 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.

18. Personal Guaranty of Performance:

Guarantor agrees to irrevocably, absolutely and unconditionally guarantee to Buyer prompt and complete performance of the following obligations of Seller (the "Guaranteed Obligations"):

a. Seller's obligation to not (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts; Seller's obligation to not conduct Seller's businesses under any name other than as disclosed to Buyer;

b. Seller's obligation to not change any of its places of business without prior written consent by Buyer;

c. Seller's obligation to not voluntarily sell, dispose, transfer or otherwise convey its business or substantially all business 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;

d. Seller's obligation to not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts with any party other than Buyer for the duration of this Agreement without Buyer's prior written consent; and

e. Seller's obligation to provide truthful, accurate, and complete information as required by this Agreement.

Breeze Funding

19. Guarantor Waivers:

Buyer does not have to notify Guarantor of any of the following events and Guarantor will not be released from its obligations under the Agreement and this Personal Guaranty of Performance if it is not notified of: (i) Seller's failure to timely perform any obligation under the Agreement, (ii) any adverse change in Seller 's financial condition or business, (iii) Buyer's acceptance of the Agreement, and (iv) any renewal, extension or other modification of the Agreement or Seller 's other obligations to Buyer. In addition, Buyer may take any of the following actions without releasing Guarantor from any of its obligations under the Agreement and this Performance Guaranty: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to Buyer, and (ii) release Seller from its obligations to Buyer. Guarantor shall not seek reimbursement from Seller or any other guarantor for any amounts paid by it under the Agreement or this Performance Guaranty. Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, or any other guarantor, for any amounts paid by it, or acts performed by it, under the Agreement or this Performance Guaranty: (i) subrogation, (ii) reimbursement, (iii) performance, (iv) indemnification, or (v) contribution.

20. Guarantor Acknowledgement:

Guarantor acknowledges that Guarantor understands the seriousness of the provisions of the Agreement, including the Jury Waiver, Class Action Waiver and Arbitration sections, and has had a full opportunity to consult with counsel their choice, and have consulted with counsel or have decided not to avail themselves of that opportunity.

21. Notices:

a. Notices from Buyer. Buyer may send any notices, Breeze Funding, Sale of Future Receipts Agreement Guarantor(s)/Seller(s) Initials: 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 three days after mailing to Seller's address set
forth in this Agreement.

b. Notices from Seller and Guarantor. Subject to Section 4 of this Agreement, Seller and Guarantor 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 and Guarantor 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.

22. Binding Effect, Governing Law, Venue and Jurisdiction:

This Agreement shall be binding upon and inure to the benefit of Seller, Buyer, Guarantor 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. Except as set forth in the Arbitration section, this Agreement shall be governed by and construed in accordance with the laws of the state of New York, without regard to any applicable principles of conflicts of law. Seller and Guarantor understand and agrees that (i) Buyer is located in New York, (ii) Buyer makes all decisions from Buyer's office in New York, (iii) the Agreement is made in New York (that is, no binding contract will be formed until Buyer receives and accepts-Seller's signed Agreement in New York), and (iv) Seller's payments are not accepted until received by Buyer in New York. 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 and Guarantor agree that the Acceptable Forums are convenient to it, and submit 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 and Guarantor waive any right to oppose any motion or application made by Buyer to transfer such proceeding to an Acceptable Forum. Buyer, Seller and Guarantor further agree that the mailing by certified or registered mail, return receipt requested, or by email to wlee@emmauslifesciences.com 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.

23. Survival of Representations, Warranties and Covenants:

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.

Breeze Funding

24. Interpretation:

All parties hereto have had the opportunity to review this Agreement with an attorney of their own choosing and have relied only on their own attorney's guidance and advice or have been provided sufficient opportunity to have an attorney of their choosing review the Agreement. No construction determinations shall be made against either Party hereto as drafter.

25. 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 provi-sion contained herein shall not in any way be affected or impaired.

26. Execution:

Facsimile signatures, or any other electronic means reflecting the party's signature hereto, shall be deemed acceptable for all purposes. The parties agree that if a duly authorized representative of each of the parties signs this Agreement and transmits such Agreement to the other party via facsimile or electronically transmitted portable document format, such transmission shall be treated in all manner and respects as an original signature (or counterpart thereof) and shall be considered to have the same binding legal effects as if it were the original signed version thereof delivered in person. At the request of a party hereto, each other party hereto shall re-execute original forms thereof and deliver them to all other parties. No party hereto shall raise the use of a facsimile machine or electronic transmission in portable document format to deliver a signature or the fact that any signature was transmitted or communicated through the use of facsimile machine or electronic transmission in portable document format as a defense to this Agreement and each such party forever waives any such defense. 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.

27. Monitoring, Recording, and Solicitations:

a. Authorization to Contact by Phone. Seller and Guarantor authorize Buyer, its affiliates, agents and independent contractors to contact Seller or Guarantor at any telephone number Seller or Guarantor provide to Buyer or from which Seller or Guarantor places a call to Buyer, or any telephone number where Buyer believes it may reach Seller or Guarantor, 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 or Guarantor incurs charges for receiving such communications.

b. Authorization to Contact by Other Means. Seller and Guarantor 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 and Guarantor. Seller and Guarantor expressly consent to conduct business by electronic means.

28. 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 BREEZE FUNDING, 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 PARTY MAKES THIS WAIVER KNOWINGLY, WILLINGLY AND VOLUNTARILY AND WITHOUT DURESS, AND ACKNOWLEDGE THEIR RIGHT TO REVIEW THE RAMIFICATIONS OF THIS WAIVER WITH THEIR ATTORNEYS.

29. CLASS ACTION WAIVER:

BUYER, SELLER, AND EACH GUARANTOR ACKNOWLEDGE AND AGREE THAT THE AMOUNT AT ISSUE IN THIS TRANSACTION AND ANY DISPUTES THAT ARISE BETWEEN THEM ARE LARGE ENOUGH TO JUSTIFY DISPUTE RESOLUTION ON AN INDIVIDUAL BASIS. EACH PARTY HERETO WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTIES 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 ANY PARTY IS PERMITTED BY LAW OR A 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.

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30. 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. BUYER, SELLER OR ANY GUARANTOR MAY COMMENCE AN ARBITRATION PROCEEDING WITH THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR THE FORUM. BUYER WILL PROMPTLY REIMBURSE SELLER OR THE GUARANTOR FOR THE AMOUNT BY WHICH ANY ARBITRATION FILING FEE EXCEEDS THE AMOUNT REQUIRED TO FILE A LAWSUIT IN FEDERAL COURT. IF BOTH SELLER AND GUARANTOR MUST PAY FILING FEES, BUYER WILL ONLY REIMBURSE SELLER. IF BUYER COMMENCES THE ARBITRATION, BUYER WILL PAY THE PORTION OF SELLER'S FILING FEE (IF ANY) THAT EXCEEDS THE AMOUNT REQUIRED TO FILE A LAWSUIT IN FEDERAL COURT. ANY ARBITRATION FEES OTHER THAN FILING FEES WILL BE ALLOCATED ACCORDING TO THE RULES OF THE ORGANIZATION ADMINISTERING THE ARBITRATION, EXCEPT AS PROVIDED IN THE NEXT SENTENCE. IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM RAISED BY SELLER OR GUARANTOR OR THE RELIEF SOUGHT BY SELLER OR GUARANTOR IS IMPROPER OR NOT WARRANTED, AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF PROCEDURE 11(B), THEN BUYER WILL PAY ARBITRATION FEES ONLY IF REQUIRED BY THE AAA OR FORUM RULES. THE ARBITRATOR MAY AWARD ATTORNEY FEES AND OTHER COSTS IN ACCORDANCE WITH THIS AGREEMENT AND APPLICABLE LAW. SELLER AND 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 DEALING WITH THE PROHIBITION ON CONSOLIDATED, CLASS ORAGGREGATED CLAIMS IS FOUND UNENFORCEABLE, THEN THE ENTIRETY OF THIS ARBITRATION CLAUSE SHALL BE NULL AND VOID. THIS AGREEMENT TO ARBITRATE IS GOVERNED BY THE FEDERAL ARBITRATION ACT AND NOT BY ANY STATE LAW REGULATING THE ARBITRATION OF DISPUTES. THIS AGREEMENT IS FINAL AND BINDING EXCEPT TO THE EXTENT THAT AN APPEAL MAY BE MADE UNDER THE FAA. ANY ARBITRATION DECISION RENDERED PURSUANT TO THIS ARBITRATION AGREEMENT MAY BE ENFORCED IN ANY COURT WITH JURISDICTION. THE TERMS "DISPUTES" AND "CLAIMS" SHALL HAVE THE BROADEST POSSIBLE MEANING.

31. RIGHT TO OPT OUT OF ARBITRATION:

SELLER AND GUARANTOR(S) MAY OPT OUT OF THE ARBITRATION PROVISION ABOVE. TO OPT OUT OF THE ARBITRATION CLAUSE, SELLER AND EACH GUARANTOR MUST SEND BUYER A NOTICE THAT THE SELLER AND EACH GUARANTOR DOES NOT WANT THE 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: BREEZE FUNDING, 17 state street New York NY 10004, ATTENTION: ARBITRATION OPT-OUT.

ACKNOWLEDGED BY:

GUARANTOR #1

Name: WILLIS CHANGCHOON LEE **Signature:** _____

GUARANTOR #2

Name: _____ **Signature:** _____

Breeze Funding

APPENDIX A - LIST OF FEES AND CHARGES

The Agreement provides that Seller shall be liable for the following amounts, in addition to the Purchased Amount of Future Receipts:

A. Origination Fee as set forth on Page 1 of the Agreement.

B. All costs Buyer incurs because Seller fails to notify Buyer in a timely manner that the Initial Periodic Amount if any subsequent Periodic Amount will not be available in the Account.

C. All costs incurred by Buyer associated with the filing, amendment or termination of any UCC filings.

D. If Seller breaches the Agreement, all costs of collections, including attorney fees and all costs related to the enforcement of any other remedies available to Buyer.

E. In addition to the remedies that are afforded to Buyer as set forth in Section 15 of the Agreement, upon the occurrence of an event of default, Buyer shall be entitled to a Default Fee in the lesser of $5,000 or 20% of the remaining balance of the Purchased Amount of Future Receipts, whichever is greater.

F. NSF Fee (Standard) $50.00 (each)

AGREED AND ACKNOWLEDGED BY:

GUARANTOR #1

Name: WILLIS CHANGCHOON LEE

Signature: _____

GUARANTOR #2

Name: _____

Signature: _____

Breeze Funding

AUTHORIZATION AGREEMENT FOR AUTOMATED CLEARING HOUSE TRANSACTIONS

By signing below, EMMAUS MEDICAL INC ("Seller") hereby authorizes Breeze Funding, address at 17 state street New York NY 10004 ("Buyer") to present automated clearing house (ACH) debits to the following checking account in the amount of fees and other payments due to Buyer from Seller under the terms of that Purchase and Sale of Future Receipts Agreement (the "Agreement") entered into between Seller and Buyer, as it may be amended, supplemented or replaced from time to time. Seller also authorizes Buyer to initiate additional entries (debits and credits) to correct any erroneous transfers. In addition, if Seller breaches the Agreement, 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.

Seller agrees to be bound by the Rules and Operating Guidelines of NACHA and represents and warrants that the designated account is established and used primarily for commercial/business purposes, and not for consumer, family or household purposes. Seller authorizes Buyer to contact Seller's financial institution to obtain available funds information and/or to verify any information Seller has provided about the designated checking account and to correct any missing, erroneous or out-of-date information. Seller understands and agrees that any revocation or attempted revocation of this Authorization will constitute a breach of the Agreement for the Sale of Future Receipts. In the event that Seller closes the designated checking account, or the designated checking account has insufficient funds for any ACH transaction under this Authorization, Seller authorizes Buyer to contact Seller's financial institution and obtain information (including account number, routing number and available balance) concerning any other deposit account(s) maintained by Seller with Seller's financial institution, and to initiate ACH transactions under this Authorization to such additional account(s). To the extent necessary, Seller grants Buyer a limited Power of Attorney to take action in Seller's name to facilitate this authorization.

TRANSFER FUNDS TO/FROM:

Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #:
Name of Bank: ________	ABA Transit/Routing #: ________	Checking Account #: ________

This authorization is to remain in full force and effect until Buyer has received all amounts due or that may become due to Buyer under the Agreement.

Guarantor(s)/Seller(s) Initials: ________

Breeze Funding

SELLER INFORMATION:

Signature of Guarantor #1: _____

Signature of Guarantor #2: _____

Seller's Name: EMMAUS MEDICAL INC

Date: 02/20/2026

Title: OWNER

Seller's Tax ID:

Print Name: WILLIS CHANGCHOON LEE

Breeze Funding

PERFORMANCE GUARANTY - ADDITIONAL GUARANTORS

This PERFORMANCE GUARANTY (this "Guaranty") is being executed and delivered by each undersigned ("Guarantor") in favor of Breeze Funding, and its subsidiaries, affiliates, agents, and assigns (collectively, "Buyer"), in connection with that certain Sale of Future Receipts Agreement (the "Agreement"), dated effective as of by 02/20/2026 between Buyer and EMMAUS MEDICAL INC ("Seller"), a business entity that desires to sell certain of its Future Receipts to Buyer pursuant to the Agreement. Capitalized terms used herein have the meanings provided in the Agreement. Each Guarantor is a shareholder, member, partner or other principal owner of Seller or is an affiliate of Seller that is owned and controlled by a shareholder, member, partner or other principal owner of Seller. Each Guarantor executes and delivers this Guaranty to induce Buyer to enter into the Agreement and purchase Seller's Future Receipts. Accordingly, each Guarantor acknowledges and agrees that Guarantor will receive substantial benefits from providing this Guaranty.

Personal Guaranty of Performance. Each Guarantor agrees to irrevocably, absolutely and unconditionally guarantee to Buyer prompt and complete performance of the following obligations of Seller (the "Guaranteed Obligations"):

a. Seller's obligation to not (i) change the Account, (ii) add an additional Account, (iii) revoke Buyer's authorization to debit the Account, (iv) close the Account without the express written consent of Buyer or (v) take any other action with the intent to interfere with Buyer's right to collect the purchased Future Receipts;

b. Seller's obligation to not conduct Seller's businesses under any name other than as disclosed to Buyer;

c. Seller's obligation to not change any of its places of business without prior written consent by Buyer;

d. Seller's obligation to not voluntarily sell, dispose, transfer or otherwise convey its business or substantially all business 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;

e. Seller's obligation to not enter into any merchant cash advance or any loan agreement that relates to or encumbers its Future Receipts with any party other than Buyer for the duration of this Agreement without Buyer's prior written consent; and

f. Seller's obligation to provide truthful, accurate, and complete information as required by this Agreement.

2. Guarantor Waivers:

Buyer does not have to notify any Guarantor of any of the following events and Guarantor will not be released from its obligations under the Agreement and this Personal Guaranty of Performance if it is not notified of: (i) Seller's failure to timely perform any obligation under the Agreement, (ii) any adverse change in Seller 's financial condition or business, (iii) Buyer's acceptance of the Agreement, and (iv) any renewal, extension or other modification of the Agreement or Seller 's other obligations to Buyer. In addition, Buyer may take any of the following actions without releasing any Guarantor from any of its obligations under the Agreement and this Performance Guaranty: (i) renew, extend or otherwise modify the Agreement or Seller's other obligations to Buyer, and (ii) release Seller from its obligations to Buyer. Guarantor shall not seek reimbursement from Seller or any other guarantor for any amounts paid by it under the Agreement or this Performance Guaranty. Each Guarantor permanently waives and shall not seek to exercise any of the following rights that it may have against Seller, or any other guarantor, for any amounts paid by it, or acts performed by it, under the Agreement or this Performance Guaranty: (i) subrogation, (ii) reimbursement, (iii) performance, (iv) indemnification, or (v) contribution.

3. Guarantor Acknowledgement:

Each Guarantor acknowledges that they understand the seriousness of the provisions of the Agreement, including the Jury Waiver, Class Action Waiver and Arbitration sections which apply to each Guarantor, and has had a full opportunity to consult with counsel their choice, and have consulted with counsel or have decided not to avail themselves of that opportunity.

Breeze Funding

For Individual Guarantors:

[Name]: WILLIS CHANGCHOON LEE **Signature:** _____

[Name]: _____ **Signature:** _____

For Business Entity Guarantors:

Guarantor #l's Legal Name: EMMAUS LIFE SCIENCES, INC.

D/B/A: EMMAUS LIFE SCIENCES

Fed ID #: _____ **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor #2's Legal Name: EMI HOLDING, INC.

D/B/A: EMI HOLDING

Fed ID #: _____ **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Breeze Funding

Guarantor #3's Legal Name: NEWFIELD NUTRITION CORPORATION

D/B/A: NEWFIELD NUTRITION

Fed ID #: _____ **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor #4's Legal Name: EMMAUS MEDICAL JAPAN, INC

D/B/A: EMMAUS MEDICAL JAPAN

Fed ID #: _____ **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor #S's Legal Name: EJ HOLDINGS, INC

D/B/A: EJ HOLDINGS

Fed ID #: _____ **Type of Entity:** CORPORATION

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:** _____

Agreed to by **Name and Title:** _____ **Signature:** _____

Breeze Funding

Guarantor #6's Legal Name: EMMAUS MEDICAL EUROPE LIMITED

D/B/A: EMMAUS MEDICAL EUROPE

Fed ID #: _____ **Type of Entity:** LIMITED

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor #7's Legal Name: EMMAUS LIFE SCIENCES KOREA CO. LTD

D/B/A: EMMAUS LIFE SCIENCES KOREA CO.

Fed ID #: _____ **Type of Entity:** LIMITED

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Guarantor #8's Legal Name: EMMAUS MEDICAL EUROPE LIMITED (IRELAND)

D/B/A: EMMAUS MEDICAL EUROPE LIMITED (IRELAND)

Fed ID #: _____ **Type of Entity:** LIMITED

Business Address: _____ **City:** _____ **State:** CA **Zip:** _____

Contact Address: 21250 HAWTHORNE BLVD STE 800 **City:** TORRANCE **State:** CA **Zip:** 90503

Agreed to by **Name and Title:** WILLIS CHANGCHOON LEE AUTHORIZED REPRESENTATIVE **Signature:**

Agreed to by **Name and Title:** _____ **Signature:** _____

Exhibit 10.2

PLEASE NOTE: CERTAIN IDENTIFIED INFORMATION HAS BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE IT IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

EXCLUSIVE SUPPLY AGREEMENT

This Exclusive Supply Agreement (this "Agreement") is entered into on March 2, 2026 by and between Emmaus Life Sciences, Inc., a Delaware corporation, with its principal executive offices located at 21250 Hawthorne Boulevard, Suite 800, Torrance, California 90503 ("Emmaus"), and NeoImmuneTech, Inc., a Delaware corporation, with its principal executive offices located at 2400 Research Boulevard, Suite 250, Rockville, Maryland 20850 ("NIT"), with reference to the following facts:

WHEREAS, Emmaus and NIT are parties to that certain License and Exclusive Distribution Agreement entered into as of December 24, 2025 (the "License Agreement") pursuant to which Emmaus granted to NIT an exclusive license to the "Products" in the "Territory" in the "Field" as such terms are defined in the License Agreement; and

WHEREAS, the License Agreement contemplates that Emmaus shall supply exclusively to NIT, and NIT shall purchase exclusively from Emmaus, the Products in the Territory in the Field on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth below, Emmaus and NIT mutually agree as follows:

1. DEFINITIONS

1.1 "Affiliate" shall mean, with respect to a party, any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with such party; where control means, for the purpose of this Section, the power, directly or indirectly, to direct or cause the direction of the management and policies of such person or entity, whether through ownership of voting securities, by contract, or otherwise, and shall be deemed to exist with the ownership of more than fifty percent (50%) of the voting securities or other ownership interests entitled to elect directors or the equivalent governing body.

1.2 "API" means the active pharmaceutical ingredient, L-glutamine, used in the Products.

1.3 "Delivery Date" shall mean a date for which delivery of the Products to NIT's designated warehouse pursuant to Section 2.5 is properly requested by NIT in a written purchase order.

1.4 "Distribution Term" shall have the meaning set forth in the License Agreement.

1.5 "Effective Date" shall mean the "Effective Date" of the License Agreement.

1.6 "FDA" means the United States Food and Drug Administration and its successor agencies.

1.7 "Field" shall have the meaning set forth in the License Agreement.

1.8 "NIT" as used in this Agreement shall include NIT and its Affiliates.

1.9 "Product" or "Products" shall have the meaning set forth in the License Agreement.

1.10 "Territory" shall have the meaning set forth in the License Agreement.

1.11 "Unit" means one carton with 60 packets of the Product, as packaged and labeled for commercial sale in the Territory, and "Units" shall be construed accordingly.

2. SALE AND PURCHASE OF PRODUCTS

2.1 Supply of Products; Minimum Supply Amounts.

(a) Emmaus hereby agrees to supply and deliver exclusively to NIT, and NIT agrees to purchase exclusively from Emmaus, during the Distribution Term such quantities of the Products to meet NIT's and its Affiliates' and sublicensees' requirements under the License Agreement, including any authorized sublicensees thereunder (collectively "NIT's Requirements"), as provided in paragraph (c) below and otherwise pursuant to written purchase orders and forecasts provided pursuant to Section 2.3 hereof. Emmaus shall use Commercially Reasonable Efforts (as defined below) to satisfy NIT's Requirements, except as prohibited by applicable law. In the event of a supply shortage affecting the Territory, Emmaus shall (i) promptly notify NIT of the shortage and its expected duration, and (ii) use Commercially Reasonable Efforts to resolve such shortage as soon as practicable. Consistent with NIT's exclusive rights in the Territory, Emmaus shall prioritize supply to meet NIT's Requirements to the extent Products are legally distributable in the Territory without material manufacturing or regulatory modifications. Emmaus shall not divert such legally distributable Products to other markets, customers, or internal uses in a manner that materially prejudices NIT's exclusive rights. The parties hereto acknowledge and agree that notwithstanding any term or provision of this Agreement, including the foregoing exclusivity, Emmaus may supply the Products to any third party outside the Territory or in the Territory outside the Field in Emmaus's sole and absolute discretion, provided that such third-party supply does not materially impair Emmaus's ability to fulfill NIT's Requirements.

(b) On or within five (5) business days after the Effective Date, Emmaus shall assign and transfer to NIT title to and possession of [***] Units on site at Emmaus's third party logistics provider's facility (the "Existing Inventory") free of charge. NIT shall have thirty (30) days from the date title transfers to NIT to arrange for the transport of the Existing Inventory,

provided that, from and after the date title to the Existing Inventory transfers to NIT, all storage costs of such Units and any transport of such Units from such facility at NIT's direction shall be at NIT's sole risk, cost and expense.

(c) During the period (the "Interim Period") commencing on the Effective Date and unless and until the first production run of a Product utilizing NIT's (and not Emmaus's) National Drug Code for such Product, NIT shall order and purchase, and Emmaus shall supply and sell hereunder, in addition to the Existing Inventory, such quantity of Product as NIT shall reasonably request, pursuant to purchase orders and at the prices otherwise set forth herein. Each purchase order shall be for not less than [***] Units. Following the Interim Period, NIT shall order and purchase, and Emmaus shall supply and sell, hereunder all and not less than all of each batch of such Product ordered by Emmaus to fulfill NIT's purchase orders pursuant to Section 2.3 below, provided that if, in a given quarter, NIT orders more than one batch of Units, Emmaus shall use reasonable efforts, but shall not be obligated, to fulfill orders after the first batch of Units.

2.2 Specifications; Regulatory Compliance; Manufacturing; Drug Master File.

(a) Emmaus shall supply the Products in accordance with the Quality Agreement (as defined in the License Agreement) entered into between the parties and the specifications set forth in Exhibit A hereto. Emmaus's and its contract manufacturers' supply operations shall be in conformance with ISO-9001 and current good manufacturing practices as promulgated or modified by the FDA from time to time ("GMPs"), all requirements of the Drug Supply Chain Security Act (the "DSCSA"), including product tracing, verification, and serialization, and all other applicable federal, state, and local regulatory authorities. Emmaus represents and warrants that it is, and shall remain, an "Authorized Trading Partner" as defined under the DSCSA. Each party shall maintain all DSCSA-required records, including transaction documentation (comprising the TI, TH, and TS described in Section 2.5) and verification records, for not less than six (6) years or such longer period as required by applicable law. Each party shall promptly notify the other of any identification of suspect or illegitimate product or any change in its Authorized Trading Partner status. Such records shall be made available to the other party and to the FDA upon reasonable request. NIT shall have the right, and Emmaus shall allow NIT access, from time to time and upon reasonable notice (not less than twenty (20) days' prior written notice) and during normal business hours, to inspect or audit: (i) Emmaus's and its contract manufacturers' supply and storage facilities, tools, and equipment; and (ii) Emmaus's facilities, quality assurance systems, testing operations, compliance procedures, and records; in each case to the extent relating to the Products, to verify GMP compliance and ensure compliance by Emmaus with applicable regulatory requirements, including without limitation applicable GMPs. Emmaus shall use Commercially Reasonable Efforts to obtain the right for NIT to inspect or audit Emmaus's third party contractors, including contract manufacturers, to the same extent as NIT may inspect or audit Emmaus pursuant to the preceding sentence, it being understood that the terms of Emmaus' existing agreements with such third parties may not permit such rights;

provided, however, that Emmaus shall use Commercially Reasonable Efforts to ensure in all future agreements with such third parties that NIT is granted audit rights substantially equivalent to those set forth herein. NIT reserves the right at its cost and expense to audit Emmaus at reasonable intervals and may perform a quality audit at least once per calendar year, or more frequently if justified by product quality concerns, significant deviations, or regulatory requirements. Emmaus shall provide reasonable access, documentation, and support to NIT's auditors during such audits and shall implement corrective and preventive actions ("CAPA") for any observations identified. Emmaus shall share CAPA status updates with NIT upon request. In the event of a regulatory inspection by any competent authority involving the Products or related quality assurance systems, both parties shall promptly notify each other upon receipt of the inspection notice. NIT shall have the right to receive copies of relevant inspection outcomes, reports, and any follow-up actions related to the Products. Both parties shall cooperate in preparing responses to regulatory observations that may impact the Products' quality, safety, or regulatory status, provided that each Party shall have final authority on the manner and content of responses related to inspections of such Party, provided further that NIT shall have the right to participate as an observer in regulatory inspections directly involving the Products to the extent permitted by the applicable authority.

(b) In the event NIT determines that Emmaus is not in compliance with applicable regulatory requirements, including without limitation applicable GMPs or DSCSA requirements (such as failure to provide accurate transaction data or loss of Authorized Trading Partner status), NIT shall promptly deliver to Emmaus written notice of such non-compliance ("Non-compliance Notice"). Emmaus shall create and deliver to NIT an action plan (the "Action Plan") to address any such non-compliance not disputed by Emmaus in good faith (the "Non-Compliance") within 15 days of receipt of the Non-compliance Notice. The Action Plan shall be mutually agreeable to NIT and Emmaus, including the time period and the action(s) necessary to correct any Non-Compliance by Emmaus. Except as the parties may otherwise agree in the Action Plan Emmaus shall bear all costs and expenses of implementing the Action Plan and curing any Non-Compliance. In no event shall the time period set forth in the Action Plan to correct any current Non-Compliance exceed thirty (30) days from the date of Emmaus's receipt of the Non-compliance Notice, or, if such Non-Compliance cannot reasonably be cured in thirty (30) days, such longer period as is reasonable given the nature of the Non-Compliance, as approved by NIT in writing, such approval not to be unreasonably withheld or delayed. In the event Emmaus fails to cure any such Non-Compliance within the time period set forth in the Action Plan, NIT shall have the right, but not the obligation, to have some or all of the affected Products supplied by a third party supplier pursuant to Section 4 below.

(c) Emmaus shall establish, file with the FDA and maintain in accordance with the requirements of the FDA, a Drug Master File ("Drug Master File") with respect to the Products. Upon NIT's request Emmaus shall:

(i) Provide NIT with a table of contents of the Drug Master File and any other summary information that is non-proprietary, as reasonably determined by Emmaus in good faith and consistent with applicable regulatory requirements, and batch release-related documentation in accordance with the applicable provisions of the Quality Agreement;

(ii) Authorize the FDA to access on behalf of NIT any Drug Master File of Emmaus pertaining to the Products;

(iii) Provide NIT with information that is non-proprietary, as reasonably determined by Emmaus in good faith and consistent with applicable regulatory requirements, relative to the interpretation or application of data contained in the Drug Master File in order to support (a) any filing or application then pending before the FDA or any other United States or foreign government agency, or (b) any proceedings then being conducted by or before the FDA or any other United States or foreign government agency, or (c) any pending or threatened litigation or other proceeding involving Products to which NIT is or may become a party;

(iv) Certify to or on behalf of NIT that any Products hereunder meet the specifications contained in the Drug Master File and are manufactured in compliance with applicable governmental statutes, regulations, and guidelines; and

(v) Notify NIT within three (3) business days of the nature and extent of any deficiency alleged by the FDA to exist in the Drug Master File and, any actions, if any, that Emmaus proposes to take to remedy such deficiency.

2.3 Purchase Orders; Forecasts. During the Distribution Term following the end of the Interim Period, NIT shall deliver to Emmaus on a quarterly basis, or at intervals NIT and Emmaus may otherwise mutually agree upon, a forecast of NIT's Requirements for the following twelve-months. For the avoidance of doubt, such forecast shall be non-binding, and only a purchase order issued in accordance with this Agreement shall constitute aa binding order. All Products shall be supplied and purchased pursuant to written purchase orders issued by NIT, each of which shall specify a Delivery Date, which shall be not less than 120 days from the date of the applicable purchase order. Each purchase order shall be for not less than a single manufacturing batch (anticipated as of the date hereof to be approximately [***] Units), and no fractions of a manufacturing batch may be ordered. Emmaus shall acknowledge in writing within three business days after receipt of any written purchase orders submitted by NIT (i) its receipt of such purchase order and (ii) its ability or inability to fulfill such purchase order. Upon receipt by NIT of such an acknowledgment that Emmaus is able to fulfill a purchase order, such purchase order shall be noncancelable. The terms and conditions of this Agreement will control over any terms contained in any NIT written purchase order, written acceptance or acknowledgement by Emmaus, invoice or any other document that is not clearly an amendment to this Agreement signed by both parties.

2.4 Labeling and Packaging.

(a) Emmaus shall label the Products in accordance with the labeling specifications set forth in Exhibit B hereto and this Section 2.4. Unless NIT otherwise requests, all Products ordered by NIT shall be packed for domestic shipment and storage in accordance with Emmaus's standard commercial practices, which shall in all respects comply with all applicable U.S. laws and regulations and applicable GMP and GDP requirements. Emmaus will mark all containers with necessary handling and shipping information, including but not limited to any special handling that may be required, and will provide an itemized packing list with each shipment which shall include (i) the purchase order number(s) prominently marked, (ii) the quantity of the Products shipped, (iii) the date of shipment, (iv) supplier lot number, (v) net weight and (vi) expiration date, and Emmaus shall ensure that all such packing list information (including lot numbers and expiration dates) is accurate and complete. NIT shall be entitled to rely on the accuracy and completeness of such labeling and packing list information for U.S. distribution, traceability (including DSCSA compliance), and compliance purposes. Any errors or inaccuracies in labeling, packaging, or packing lists (including lot number or expiration date information) shall be promptly corrected by Emmaus at Emmaus's sole cost and expense, including any required rework, replacement, relabeling, reshipment, or other corrective actions, and Emmaus shall be responsible for any resulting regulatory issues to the extent arising from such errors or inaccuracies.

(b) For any changes to the specifications set forth in Exhibit B requested by NIT that are not required by applicable law or a regulatory authority, NIT shall deliver to Emmaus written notice of such desired changes, and Emmaus shall use "Commercially Reasonable Efforts" as defined in the License Agreement ("Commercially Reasonable Efforts") to implement, at NIT's reasonable expense, within ninety (90) days of approval of final artwork and cost estimate. Notwithstanding the foregoing, any changes to the specifications that are required by applicable law, regulation, or directive of a governmental or regulatory authority (including the FDA), including changes required to accurately reflect applicable GMP requirements, shall be implemented by Emmaus at Emmaus's sole cost and expense; provided, however, that to the extent such mandatory change is necessitated by a prior discretionary specification change requested by NIT, and would not otherwise have been required, then such implementation shall be at NIT's sole cost and expense, provided such costs are reasonably incurred and documented, within the timeframe prescribed by such authority, or if no timeframe is prescribed, as soon as commercially practicable but in no event later than ninety (90) days from receipt of written notice describing the requirement. The parties hereto agree to work together in good faith to implement any such changes to the specifications.

2.5 Delivery. During the Interim Period, all Products shall be delivered DAP (Delivered at Place) to NIT's designated warehouse (which during the Interim Period may be an Emmaus-designated facility) (Incoterms® 2020); thereafter, all Products shall be delivered DAP to NIT's designated warehouse set forth in each written purchase order (Incoterms® 2020). Title to and risk of loss to all Products shall pass to NIT upon delivery of the Products at such

designated warehouse. NIT shall have a reasonable opportunity to inspect the Products upon receipt and may reject nonconforming Products in accordance with this Agreement. Emmaus shall provide to NIT (and/or NIT's designated warehouse) the Transaction Information ("TI"), Transaction History ("TH"), and Transaction Statement ("TS") for each shipment in electronic format as required by and in compliance with the DSCSA and other applicable laws. Emmaus shall use its Commercially Reasonable Efforts to deliver the Products no later than the applicable Delivery Date. Any failure to meet a Delivery Date shall be deemed a failure to timely deliver for purposes of measuring whether the supply failure thresholds in Section 4(i) have been satisfied, unless excused by force majeure or to the extent primarily caused by NIT's breach of this Agreement (including failure to timely provide required information, access, or instructions) provided that Emmaus provides NIT with prompt written notice of such breach after becoming aware of it. For clarity, a failure to meet a Delivery Date shall not, by itself, trigger remedies under Section 4 unless and until the applicable thresholds and measurement period set forth in Section 4 are met. Emmaus shall use Commercially Reasonable Efforts to arrange, on NIT's behalf and at its expense, any desired insurance (in amounts that NIT shall determine) and transportation, via air freight unless otherwise specified in writing, to any destination specified in writing from time to time by NIT. Notwithstanding anything in Incoterms® 2020 to the contrary and except as expressly set forth above, all customs, duties, costs, taxes, insurance premiums, and other expenses relating to such transportation and delivery, shall be at NIT's expense.

2.6 Invoice.

(a) An invoice for the amount due for the Products shall be sent separately by Emmaus to NIT's accounts payable department, and each invoice shall reference the applicable purchase order number and include reasonable supporting documentation sufficient to verify the charges invoiced.

2.7 Rejection and Inspection of Products.

(a) Every tender of Products must comply with the Quality Agreement and the specifications set forth in this Agreement. NIT may reject any portion of any shipment of the Products which is not conforming with the Quality Agreement or the specifications set forth in this Agreement. In order to reject a shipment, NIT must (i) give notice to Emmaus of NIT's intent to reject the shipment within thirty (30) days of receipt together with a written indication of the reasons for such rejection; provided that for latent defects, stability failures, or nonconformities not reasonably discoverable upon initial inspection, NIT may reject such Products at any time upon discovery during the applicable shelf life of the Products or within six (6) months after delivery, whichever occurs earlier, whether or not previously accepted. After notice of intention to reject is given, NIT and Emmaus shall both examine the Products in question using mutually agreeable test methods; provided that if the parties cannot agree on test methods within ten (10) business days, NIT may test using applicable pharmacopeial standards, and the results of an independent, mutually acceptable third-party laboratory shall be final and

binding absent manifest error to determine the extent and existence, if any, of any nonconformity. If the Products are determined to be nonconforming as of delivery at NIT's designated warehouse as provided in Section 2.5, Emmaus shall, at its own cost and expense, (i) promptly investigate the nonconformity to identify the root cause, (ii) implement appropriate corrective and preventive actions to prevent recurrence, and (iii) supply conforming replacement Products and deliver (or make available for delivery) such conforming Products under Section 2.5 as soon as practicable pursuant to a timeline mutually agreed by the parties hereto, and in any event in accordance with applicable GMP and regulatory requirements; and Emmaus shall also reimburse NIT for reasonable, documented, direct out-of-pocket costs incurred in connection with the handling, quarantine, storage, testing, and return or destruction of such nonconforming Products, to the extent such nonconformity is attributable to Emmaus and was present at the time of delivery, regardless of when discovered in accordance with Section 2.7(a). If no such notice of intent to reject is timely received, NIT shall be deemed to have accepted such delivery of the Products; provided that acceptance shall not waive (i) any warranty expressly stated herein except for the warranty in 6.8 (other than for latent defects, with respect to which the warranty in Section 6.8 shall survive for the period set forth in this Section 2.7), or (ii) any claim for latent defects, stability failures, or other nonconformities not reasonably discoverable upon initial inspection as set forth above.

(b) Any Product determined to be "illegitimate product" as defined by the DSCSA shall be deemed a nonconformity that is not reasonably discoverable upon initial inspection. In such event, the parties shall follow the notification and quarantine procedures required by the DSCSA, and, (i) to the extent the root cause of such product being considered illegitimate product occurred prior to delivery, Emmaus shall provide replacement Product or a refund as if such Product were a rejected shipment, regardless of whether the 30-day inspection period has passed, and Emmaus shall bear all costs associated with the mandatory quarantine and destruction of such illegitimate product, or, (ii) to the extent the root cause of such product being considered illegitimate product occurred after delivery, NIT shall not be entitled to replacement Product or a refund, and NIT shall bear all costs associated with the mandatory quarantine and destruction of such illegitimate product. Pending the completion of any investigation to determine the root cause, Emmaus shall use best efforts to promptly provide replacement Product to avoid supply interruption, subject to the final allocation of costs based on the outcome of the investigation as set forth in subsections (i) and (ii) above.

(c) Except as otherwise agreed to by NIT, Emmaus shall not change in any way the specifications of the Products, or any process, raw materials, equipment or facility used in the production of the Products without the prior written approval of NIT's Head of Quality Assurance at such time; provided that any change required by applicable law or a regulatory authority shall be promptly implemented, with prior notice to NIT to the extent legally permissible, and subject to the change control procedures set forth in the Quality Agreement.

2.8 Upon written notice to Emmaus at any time during the Distribution Term, NIT may, subject to Emmaus's written agreement, which agreement may be withheld only for reasonable regulatory, quality, or capacity-related grounds, elect to purchase from Emmaus quantities of the API used in the Products for packaging and labeling by NIT's designated vendor solely for commercialization by NIT under the License Agreement in the Territory (the "API Option").

(a) API pricing shall be determined on the same basis as the Product Purchase Price, excluding costs attributable solely to finished-product packaging, labeling, and final release, including COGS-based adjustments and NIT's approval rights for price increases.

(b) Emmaus shall provide letters of authorization or other rights of reference, as applicable, to all Drug Master File, certificates of analysis and stability data, reasonably necessary to support NIT's packaging and labeling operations with respect to the API.

(c) The parties hereto shall negotiate in good faith to execute a definitive agreement setting forth the detailed terms and conditions for API supply within ninety (90) calendar days of NIT's exercise of the API Option; provided, however, that this Section shall constitute a binding commitment to perform under subsections (a)-(b) above if no definitive agreement is reached. Such definitive agreement shall be incorporated herein by reference.

2.9 Manufacturer Changes. Emmaus shall be permitted to change, replace, or add any contract manufacturer(s) for the Products (including API suppliers or packaging facilities) without NIT's prior written consent, provided that Emmaus shall not implement any material change, replacement, or addition of any contract manufacturer (including any API supplier or packaging facility) without NIT's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. For clarity, a "material" change includes any change that could reasonably be expected to (i) affect Product quality, specifications, stability, labeling/packaging, regulatory status (including any filing or notification requirements), DSCSA compliance, or (ii) materially affect supply reliability, lead times, or capacity, or (iii) result in an increase in the Purchase Price. Emmaus shall provide NIT with at least ninety (90) calendar days' prior written notice of any proposed change and all relevant information (including technical, quality, regulatory, and capacity data) regarding the proposed new manufacturer. The parties shall discuss such proposed change in good faith prior to implementation, and Emmaus shall not implement any such change until completing all necessary regulatory filings, qualifications, and validations required for continued supply hereunder and in accordance with the applicable change control procedures set forth in the Quality Agreement, and, where NIT's consent is required above, until receiving such consent. Notwithstanding the foregoing, if a change is required by applicable law or a regulatory authority, Emmaus shall provide prompt written notice to NIT and shall implement such change only to the extent required, subject to completion of applicable regulatory filings and validations.

3. PRICE AND PAYMENTS

3.1 Purchase Price. The price for the Products shall be set forth in Exhibit C attached hereto and by this reference incorporated herein (the "Purchase Price") and shall be subject to adjustment annually as provided in Section 3.2 below.

3.2 Purchase Price Adjustment. NIT and Emmaus will reexamine the Purchase Price annually on or before March 1 of each year and shall mutually determine whether an increase or decrease in the Purchase Price is necessary to reflect any change in the "COGS" (as defined in Exhibit C hereto) of the Products. If NIT and Emmaus are unable to agree upon any such change within 30 days of such date, the same methodology used to calculate COGS during the prior year shall be used, updated solely with Emmaus's actual, documented costs in accordance with Exhibit C, and reasonably anticipated costs only for cost elements not yet incurred, directly allocable to the Products, supported by reasonable documentation; provided that (i) for the first calendar year in which no prior-year COGS methodology exists under this Agreement, the COGS methodology set forth in Exhibit C as of the Effective Date shall apply, (ii) no new cost categories shall be included without NIT's prior written consent, and (iii) any reasonably anticipated costs shall be reconciled against actual incurred costs within 60 days following the end of the applicable calendar year, with any overstatement credited against future Purchase Prices. In the event that Emmaus requests a change of manufacturer due to Emmaus's good faith, objectively documented concern over such manufacturer's ability to produce Product to satisfy NIT's forecasted Requirements (as provided under Section 2.3) or the occurrence of a Trigger Event primarily as a result of such manufacturer's acts or omissions, NIT shall not unreasonably withhold, condition or delay approval of any adjustment to the Purchase Price resulting from such change of manufacturer, provided that any such adjustment (A) reflects only the net increase (or decrease) in COGS directly attributable to such change, provided that, for the calendar year in which such manufacturer change occurred, such increase (or decrease) shall be without markup, and for calendar years after the year in which such manufacturer change occurred, such increase (or decrease) shall be treated in accordance with the Purchase Price formula on Exhibit C (i.e., with a 20% markup), (B) is subject to NIT's audit rights under Section 2.2, (C) is supported by reasonable documentation, and (D) shall not apply to quantities procured by NIT from an alternate source under Section 4. Any interim adjustment shall be reconciled in accordance with clause (iii) above.

3.3 Method of Payment. All payments hereunder shall be due to Emmaus in United States dollars on the later of (i) 30 days following the date of the applicable invoice and (ii) the receipt of the applicable invoice in proper form (which form shall include NIT's purchase order number), and which invoice shall reasonably describe the applicable Products (including lot number(s), quantity, unit price, and Delivery Date); provided, however that in the event NIT rejects any Products pursuant to Section 2.7 above, payment for such rejected Products shall be suspended until NIT and Emmaus are able to determine the extent and existence, if any, of any nonconformity of the Products in question, and NIT may withhold payment of any amount

reasonably disputed (including any amounts attributable to suspected nonconformity) pending resolution; provided that NIT shall pay undisputed amounts when due.

3.4 Past Due Amount. Any amount due hereunder shall, if remaining past due for 30 days following the applicable due date (60 days after NIT's receipt of invoice), accrue interest hereon only on the undisputed portion of such amount at the rate of the lesser of 1-1/2 % per month or the maximum rate permitted by applicable law for each month or portion thereof that the amount remains due. In the event that any invoice for undisputed amounts remains past due for more than 90 days, Emmaus may, at its option, require any further shipments of Products to NIT to be sent C.O.D., provided that any C.O.D. requirement shall be promptly lifted upon payment of the applicable undisputed amounts.

4. THIRD PARTY PRODUCTION. If (i) Emmaus fails to timely deliver ninety percent (90%) of the amount of any Products ordered by NIT pursuant to accepted purchase orders as required hereunder for any reason excluding force majeure, as measured over any period of sixty (60) or more consecutive days, or (ii) greater than ten percent (10%) of the amount of any Products delivered by Emmaus hereunder, as measured over any period of sixty (60) or more consecutive days, do not conform, for any reason within Emmaus's control, to the specifications for such Products set forth in Exhibit A or are not manufactured in conformance with applicable regulatory requirements, including without limitation applicable GMPs (each, a "Trigger Event"), then NIT shall have the following remedies, which are cumulative and in addition to all other rights and remedies available hereunder and at law:

(a) NIT shall, promptly after written notice from Emmaus that is has cured in all material respects the root cause(s) of the Trigger Event, determine in good faith, via audit and inspection pursuant to Sections 2.2(a) and (b), whether Emmaus has cured the root cause(s) of the Trigger Event in all material respects; provided that pending such determination, Emmaus shall use Commercially Reasonable Efforts to prioritize NIT's accepted purchase orders and to cause its contract manufacturer(s) to prioritize and expedite production of replacement batches.

(b) NIT may, upon ten (10) days' written notice, bypass Emmaus and procure the Products directly from: (A) Emmaus's then-current contract manufacturer(s) approved under applicable regulatory filings, and Emmaus shall fully cooperate with NIT's direct contact and procurement from such manufacturer(s) (including providing all necessary introductions, purchase specifications, pricing terms, and regulatory documentation); or (B) if permitted without new regulatory approval, an NIT-selected alternate manufacturer. Such third-party supply under (A) or (B) shall terminate upon NIT's written determination in good faith given promptly after written notice from Emmaus that it has cured in all material respects the root cause(s) of the Trigger Event, via audit and inspection pursuant to Sections 2.2(a) and (b), that Emmaus has cured the root cause(s) of the Trigger Event in all material respects and demonstrated sustained compliance (i.e., no Trigger Event) for a period of at least sixty (60) consecutive days; provided that NIT shall use Commercially Reasonable Efforts to complete any

such audit and inspection within thirty (30) days after receipt of Emmaus's written notice of cure, subject to reasonable scheduling and site access constraints. If a second Trigger Event occurs within any twelve (12)-month period, NIT may, in addition to invoking any other options in this Section, also select a new manufacturer to replace Emmaus's then-current contract manufacturer, temporarily or permanently, and Emmaus agrees that it shall use Commercially Reasonable Efforts to obtain all necessary regulatory approvals at Emmaus's sole expense (including technology transfer and filing costs). Such third-party supply under the immediately preceding sentence shall terminate upon NIT's written determination in good faith given promptly after written notice from Emmaus that it has cured in all material respects the root cause(s) of the second Trigger Event, via audit and inspection pursuant to Sections 2.2(a) and (b), that Emmaus has cured the root cause(s) of the Trigger Event in all material respects and demonstrated sustained compliance (i.e., no Trigger Event) for a period of at least sixty (60) consecutive days, provided that, after such third-party supply terminates, Emmaus shall not use as its contract manufacturer any manufacturer replaced by NIT after the occurrence of a second Trigger Event as set forth above.

(c) Emmaus shall reimburse NIT for reasonable, documented, direct out-of-pocket costs directly resulting from the Trigger Event to the extent such costs are not otherwise reimbursed under Section 2.7 or indemnified under Section 7 and are not attributable to NIT's acts or omissions. Recovery costs shall be limited to: (i) reasonable incremental cover damages, meaning the difference between the contract price and the commercially reasonable market price paid by NIT to a third-party supplier for replacement Products of comparable quality and volume, and (ii) documented third-party failure-to-supply chargebacks or service-level credits that NIT is contractually required to pay arising directly from such Trigger Event. For the avoidance of doubt, Emmaus shall not be required to reimburse any amounts for which NIT has already received credit or replacement under Section 2.7, no double recovery shall be permitted under this Section and Section 7, and lost profits and consequential, special, punitive, or exemplary damages are expressly excluded.

(d) NIT may deduct undisputed amounts (or amounts finally determined pursuant to the dispute resolution procedures of this Agreement) owed by Emmaus under this Section from any payments due to Emmaus under this Agreement.

The remedies set forth in this Section 4 survive termination of this Agreement and do not limit other rights or remedies available to NIT.

5. TERMINATION, RIGHTS, AND OBLIGATIONS UPON TERMINATION

5.1 Term. Unless terminated for any particular Products pursuant to Section 4 above or by either party pursuant to the other provisions of this Section 5, this Agreement shall become effective on the Effective Date and continue in effect for the duration of the Distribution Term.

5.2 Termination for cause. This Agreement may be terminated in its entirety by either party upon the occurrence of an "Event of Default" (as defined below) by delivering to the defaulting party at least 30 days' prior written notice of termination (the "Notice of Termination") describing the Event of Default. For the purposes of Section 5.2, an Event of Default is any of the following events:

(a) Failure by NIT to make any payment of any amount no disputed in good faith when due and the failure of NIT to pay such delinquent amount plus any other non-delinquent amounts due and payable at such time within thirty (30) days of NIT's receipt of the notice of default;

(b) Filing by either party hereto for bankruptcy, receivership, assignment for the benefit of creditors of all or a substantial portion of the assets of such party or other admission by such party of its inability to pay its debts as they mature;

(c) The filing of an involuntary petition for bankruptcy, reorganization, receivership or similar proceeding against either party hereto which proceeding is not dismissed within sixty (60) days; or

(d) If either party hereto breaches any material term or provision of this Agreement and fails to cure such breach within 60 days of written notice describing the breach.

5.3 Other Termination Event. This Agreement may be terminated with respect to one or more of the Products (and only as to such Products) by NIT upon the closing of the sale of "Product Rights" (as defined in the License Agreement) following the exercise by NIT of its "Product Rights ROFR" (as defined in the License Agreement) with respect to such Products.

5.4 No Liability for Termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other (or for any compensation to other) arising from or incident to any termination of the Agreement by such party which complies with the terms of this Agreement, provided, however, that the foregoing shall not limit (i) any rights, remedies, or liabilities arising from breaches occurring prior to the effective date of termination, (ii) any obligations or liabilities that expressly survive termination under this Agreement (including under Sections 4, 6.10, and 7), or (iii) any accrued payment, reimbursement, replacement, indemnification, or confidentiality obligations.

5.5 Effect of Termination. The following provisions shall survive the termination of this Agreement: Sections 3, 4, 5.4, 5.5., 6.5, 6.6, 6.7, 6.8, 6.10, 7 and 8. Remedies for all breaches hereunder will also survive. Upon termination of this Agreement, Emmaus shall continue to fulfill, subject to the terms of Section 3, all purchase orders accepted by it prior to the effective date of termination, and NIT shall be obligated to pay for all Products ordered or delivered prior to the date of termination, subject to, in each case, Sections 2.7 and 3 of this Agreement, including without limitation NIT's inspection, rejection, setoff, and withholding rights under such sections. Upon termination of this Agreement for any reason, each party shall promptly return or destroy any Confidential Information (as defined in the License Agreement)

of the other party in its possession, except as otherwise required by law and each party may retain one (1) archival copy solely for legal and compliance purposes, subject to ongoing confidentiality obligations.

6. REPRESENTATIONS, WARRANTIES, COVENANTS, AND INTELLECTUAL PROPERTY

6.1 No Rights Created. NIT and Emmaus hereby agree that except as expressly provided in this Agreement, nothing in this Agreement shall give either party any right, title or interest in any information, or any copyrights, trademarks, patents, trade secrets or other intellectual property rights of the other party or used by the other party under license from a third party. Nothing in this Agreement is intended to amend or modify the intellectual property provisions in the License Agreement.

6.2 Rights, Power, Authority and Binding Obligation. Each party hereby represents and warrants to the other party that it has full right, power and authority to enter into this Agreement and that this Agreement constitutes a valid and binding obligation on such party.

6.3 Compliance with Law. Emmaus represents and warrants that it is in compliance with all applicable laws and regulations applicable to the manufacture, supply, labeling, storage, and delivery of the Products.

6.4 Emmaus Facilities. Emmaus represents and warrants that each facility used to manufacture the Products (including any contract manufacturers, API suppliers, and packaging or labeling facilities) or the location where the Products are produced is in compliance with ISO 9001 and follows applicable GMPs.

6.5 Confidential Information. Section 18 of the License Agreement is hereby incorporated into this Agreement, *mutatis mutandis*, as if fully set forth herein.

6.6 Intellectual Property. All discoveries, improvements, inventions, and trade secrets developed by Emmaus in the performance of this Agreement shall be the sole property of Emmaus; provided, however, that ownership of "Improvements" (as defined in Section 3 of the License Agreement), including any NIT Improvements and any joint Improvements, and the parties' respective rights to use and exploit Improvements, shall be governed exclusively by Section 3 of the License Agreement.

6.7 Efforts. Emmaus shall use its Commercially Reasonable Efforts to carry on its business in order for Emmaus to fulfill its obligations under this Agreement.

6.8 Warranties. Emmaus warrants to NIT that the Products shipped hereunder, when delivered to NIT in accordance with Section 2.5, (i) shall conform in all material respects to the Quality Agreement and the specifications set forth in Exhibit A, as then in effect, and to all applicable regulatory requirements, including without limitation, applicable GMPs, as then in effect, and (ii) shall have a shelf life of at least seventy five percent (75%) of the minimum shelf

life prescribed in the respective marketing authorizations of the Products. EMMAUS HAS NOT AUTHORIZED ANYONE TO MAKE ANY REPRESENTATION OR WARRANTY OTHER THAN AS PROVIDED ABOVE. THE FORGOING LIMITATIONS OF WARRANTIES SHALL NOT IN ANY WAY LIMIT NIT'S RIGHTS UNDER SECTION 7 HEREOF.

6.9 Disclaimer. Except as expressly provided in this Agreement, neither party makes any warranties, express or implied, including warranties of merchantability, fitness for a particular purpose, or of non-infringement. The Products are supplied "as is" except as expressly warranted by Emmaus herein, and each party hereby disclaims any other warranties related to the Products or the performance of their obligations under this Agreement.

6.10 Limitation. In no event shall either party or its Affiliates be liable to the other party for any indirect, consequential, incidental, special, punitive, or exemplary damages, including loss of profits, revenue, or goodwill, arising out of or related to this Agreement, even if advised of the possibility of such damages;. Except as otherwise provided in this Agreement, each party's aggregate liability to the other under this Agreement, whether in contract, tort, or otherwise, shall not exceed the greater of (i) ten million dollars (US $10,000,000) and (ii) the total amount of all payments (including upfront fees, royalties, and any other amounts) made or payable by NIT to Emmaus under this Agreement as of the date of the claim, provided that this limitation shall not apply to: (a) breach of confidentiality or non-use obligations set forth in Section 6.5, (b) indemnification obligations set forth in Section 7, or (c) amounts expressly required to be reimbursed or paid as a direct allocation of costs under this Agreement, or (d) a party's willful misconduct, gross negligence or fraud.

7. INDEMNIFICATION.

7.1 Indemnification by NIT. NIT shall indemnify, defend and hold Emmaus and its Affiliates and their officers, directors, employees, and agents (collectively, the "Emmaus Indemnitees") harmless from and against any and all loss, harm and liability including, without limitation, all costs, damages, settlements, claims, suits, judgments, awards, and expenses (including reasonable attorneys' fees) made against or sustained by any Emmaus Indemnitee (collectively, "Emmaus Losses") arising out of or resulting from third party claims to the extent arising out of (i) the death of, or bodily injury to, any person to the extent caused by or attributed NIT's use, handling, storage, distribution, marketing, or other commercialization of the Products after delivery to NIT, or the incorporation of Products into any NIT product, excluding, in each case, claims to the extent caused by any defect in the Products as supplied by Emmaus or Emmaus's failure to manufacture the Products in compliance with applicable law (including GMPs), or (ii) the negligence or willful misconduct of NIT or any employee, consultant, agent or subcontractor of NIT or its Affiliates, or (iii) any breach of this Agreement by NIT or its Affiliates, or failure by NIT or its Affiliates to comply with applicable law (collectively, an "NIT Claim"), in each case except to the extent that such Emmaus Losses are caused by the negligence

or the intentional misconduct, breach of this Agreement, or violation of applicable law by Emmaus or its Affiliates, employees, agents, contractors or representatives.

7.2 Indemnification by Emmaus. Emmaus shall indemnify, defend and hold NIT and its Affiliates and their officers, directors, employees and agents (collectively, the "NIT Indemnitees") harmless from and against all loss, harm and liability including, without limitation, all costs, damages, settlements, claims, suits, judgments, awards, and expenses (including reasonable attorneys' fees) made against or sustained by any NIT Indemnitee (collectively, "NIT Losses") arising out of or resulting from third party claims to the extent arising out of (i) the death of, or bodily injury to, any person to the extent caused by defects in design, manufacture, packaging, labeling, formulation, or instruction for use of Products, or by the negligence or willful misconduct of any Emmaus Indemnitee, in each case to the extent not the result of changes thereto made by NIT, (ii) any reasonable out-of-pocket costs to NIT and its Affiliates due to the recall of any Products allocated to Emmaus pursuant to the License Agreement or Quality Agreement,(iii) an infringement by the Products of any third party patent right, copyright right, trademark right or other intellectual property right or misappropriation of any trade secret, or (iv) any government enforcement action, penalty, fine, or third-party claim related to the manufacture, testing, release, quality, or safety of Products or, if and to the extent Emmaus is the holder of, or is responsible for compliance with, the NDA at the time of such action or claim, the NDA (as defined in the License Agreement), including but not limited to FDA warning letters or GMP violations, (collectively, an "Emmaus Claim"), in each case, except to the extent such NIT Losses are caused by the negligence, willful misconduct, breach of this Agreement, or violation of applicable law by NIT or its Affiliates, employees, agents, contractors or representatives.

7.3 Limitations to Indemnity. The indemnified party shall give the indemnifying party prompt written notice (but in no event later than fifteen (15) days after becoming aware) of any claim or the commencement of any action for which it seeks indemnification. A delay in notice shall only relieve the indemnifying party of its obligations to the extent such delay materially prejudices its ability to defend the claim. The indemnifying party shall have the right to assume the defense and control of any such claim with counsel reasonably acceptable to the indemnified party. The indemnified party shall have the right to participate in the defense at its own expense; provided, however, that the indemnifying party shall pay the reasonable fees and expenses of separate counsel for the indemnified party if: (i) the parties mutually agree; (ii) the indemnifying party fails to assume the defense; or (iii) a conflict of interest exists between the parties that makes joint representation inappropriate. The indemnified party shall provide reasonable cooperation and information requested by the indemnifying party at the indemnifying party's expense.

7.4 Settlement. The indemnifying party shall not settle any claim without the prior written consent of the indemnified party (not to be unreasonably withheld, conditioned, or

delayed), unless the settlement involves only the payment of money by the indemnifying party and provides a full and unconditional release of the indemnified party.

7.5 Insurance. Emmaus, at its sole cost and expense, shall carry and at all times during the Initial Term and any subsequent period, maintain in full force and effect the following insurance coverage:

(a) Workers' Compensation Insurance as required by California law;

(b) Employers' Liability Insurance as required by California law;

(c) General Comprehensive Liability Insurance, with contractual liability and property damage endorsements in the minimum amount of Two Million Five Hundred Thousand Dollars ($2,500,000) each occurrence and Four Million Dollars ($4,000,000) in the aggregate, naming NIT as an additional insured. Such coverage shall also include coverage for business interruption with coverage limits and terms reasonably acceptable to NIT.

(d) Product Liability insurance covering claims arising from the manufacture, packaging, supply of the Products, with limits of at least Five Million Dollars ($5,000,000) aggregate, naming NIT as an additional insured. Such coverage shall also include product recall coverage with limits and terms reasonably acceptable to NIT.

Emmaus, upon request of NIT, will supply NIT with appropriate certificates of insurance evidencing the forgoing insurance coverage.

7.6 For the avoidance of doubt, no indemnification shall be available to a party hereunder to the extent it is actually indemnified pursuant to the License Agreement or other Ancillary Document (as defined in the License Agreement) for the same claim.

8. MISCELLANEOUS

8.1 Amendment and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or in any particular instance and either retroactively or prospectively) only with the written consent of the parties hereto. However, it is the intention of the parties that this Agreement be controlling over additional or different terms of any purchase order, confirmation, invoice or similar document, even if accepted in writing by both parties, and that waivers and amendments of any provision of this Agreement shall be effective only if made by non-pre-printed agreements signed by both parties and clearly understood by both parties to be an amendment or waiver. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.

8.2 Governing Law and Legal Actions.

(a) This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, without regard to its conflict of laws principles. The parties hereto consent to

the exclusive jurisdiction and venue of the courts located in the state of Delaware for any disputes arising out of or relating to this Agreement.

(b) The parties agree to attempt in good faith to resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof (a "Dispute"), promptly through negotiations between senior representatives of each party with authority to settle the Dispute.

(c) If the Dispute cannot be resolved through negotiation within thirty (30) calendar days of written notice of the Dispute by one party to the other, either party may initiate any available legal or equitable remedies in the courts located in the state of Delaware, which shall have exclusive jurisdiction and venue as provided in Section 8.2(a).

(d) Nothing in this Agreement shall preclude any party from seeking, and each party shall be entitled to seek, injunctive or other equitable relief in any court of competent jurisdiction to protect its intellectual property rights or confidential information pending resolution of the Dispute through negotiation or litigation.

8.3 Notice and Reports. All notices, consents or approvals required by this Agreement shall be delivered in accordance with Section 24 of the License Agreement.

8.4 Entire Agreement. This Agreement (and all Exhibits hereto), the License Agreement (and all Exhibits and Schedules thereto), and the Ancillary Documents (and all Exhibits and Schedules thereto) constitute the entire understanding and agreement with respect to the subject matter hereof and supersede all proposals, oral and written, all negotiations, conversations, or discussion between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. In the event of any conflict or inconsistency between this Agreement and the License Agreement, the License Agreement shall control, except that this Agreement shall control solely with respect to the ordering procedures, manufacturing processes, packaging, labeling, delivery logistics, and invoicing/payment mechanics for Products expressly set forth herein. Notwithstanding the foregoing, provisions of the License Agreement detailing terms that will be included in this Agreement shall not control, including, without limitation Sections 7, 9.2, 9.3, and 9.4 of the License Agreement, and such terms shall be governed exclusively by the terms set forth in this Agreement.

8.5 Severability. If any provision of this Agreement is held to be illegal or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

8.6 Relationship of Parties. The parties hereto expressly understand and agree that the other is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither party hereto shall have any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the

other party to any contract, agreement or undertaking with any third party. Neither party may use or assign to an Affiliate or any other third party the name, brand, logo, or trademark or any derivative thereof, of the other party without the prior written consent of said other party, except to permitted subcontractors performing ministerial or operational functions in the ordinary course of business or as required to comply with applicable law, regulatory filings, labeling, or governmental requirements.

8.7 Delegation of Duties. Neither party may delegate to a third party their respective obligations hereunder without the written consent of the other party, except for the use of permitted subcontractors, contract manufacturers, API suppliers, packaging or labeling facilities, third-party logistics providers, recall vendors, or other third parties expressly contemplated by this Agreement, the Quality Agreement, or approved in accordance with Section 4 or Section 2.9. The delegating party shall remain fully liable for all acts and omissions of such third party.

8.8 Assignment. This Agreement and the rights hereunder are not transferable or assignable without the prior written consent of the parties hereto, except for rights to payment and except to a person or entity who acquires all or substantially all of a party's stock, assets or business to which this Agreement pertains, whether by sale, merger, acquisition or otherwise. In the case of any such assignment without required consent, the assigning party shall provide the other party written notice within ten (10) days after the effective date of the assignment. In the event of such assignment, the parties shall cooperate to update any regulatory filings or labeling required by the FDA or state boards of pharmacy. This Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

8.9 Publicity and Press Releases. Except to the extent necessary under applicable laws or for ordinary marketing purposes, the parties agree that no press releases or other publicity relating to the substance of the matters contained herein will be made without approval by both parties, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may make disclosures required by law or judicial order, provided that, to the extent legally permissible, it provides prior written notice to the other party to allow for protective measures.

8.10 Force Majeure. Neither party shall be liable for any failure or delay in performance due to causes beyond its reasonable control, including acts of God, war, terrorism, strikes, pandemics, government actions, or natural disasters. The affected party shall promptly notify the other party of the occurrence of such an event and shall use Commercially Reasonable Efforts (as defined in the License Agreement) to resume performance as soon as practicable. If the force majeure event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice, consistent with Section 25.9 of the License Agreement. Notwithstanding the foregoing, if (i) NIT elects not to terminate this Agreement (or withdraws a termination notice prior to its effectiveness), and (ii) the parties mutually agree in writing on an interim supply plan, then, during the continuation of the force majeure event, NIT may arrange

for the affected Products to be supplied by a third-party supplier, to the extent reasonably practicable and legally permissible, for such period and on such terms as set forth in such written interim supply plan, until Emmaus is able to resume performance. For the avoidance of doubt, the rights set forth in this Section 8.10 are in addition to, and do not limit, NIT's rights and remedies under Section 4.

8.11 Remedies. Except as otherwise expressly stated in this Agreement, the rights and remedies of a party set forth herein with respect to failure of the other to comply with the terms of this Agreement (including, without limitation, rights of full termination of this Agreement) are not exclusive, the exercise thereof shall not constitute an election of remedies and the aggrieved party shall in all events be entitled to seek whatever additional remedies may be available in law or in equity.

8.12 Counterparts. This Agreement may be executed by facsimile or other electronic signatures in two or more counterparts, each of which shall constitute one and the same instrument.

[SIGNATURE PAGEFOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

Emmaus Life Sciences, Inc.

By: /s/WILLIS LEE
Willis Lee, Chairman and Chief Executive Officer

NeoImmuneTech, Inc.

By: /s/TAE WOO KIM
Tae Woo Kim
Acting President and CEO

EXHIBIT A

[INTENTIONALLY OMITTED]

EXHIBIT B

[INTENTIONALLY OMITTED]

EXHIBIT C

The Purchase Price per Unit set forth on each invoice during a given calendar year (the "Provisional Purchase Price") shall be an amount equal to the 120% of the quotient obtained by dividing Estimated COGS by the Projected Annual Quantity, with such Provisional Purchase Price paid in accordance with the terms of this Agreement.

Within 60 days after the end of each calendar year, Emmaus shall calculate the actual Purchase Price per Unit during such calendar year (the "Actual Purchase Price"). The Actual Purchase Price shall be an amount equal to 120% of the quotient obtained by dividing Actual COGS by the Actual Annual Quantity.

Emmaus shall notify NIT of the Actual Purchase Price in writing (the "APP Notice") within 60 days after the end of each calendar year, and NIT shall have 30 days thereafter to submit any good faith disputes it may have with such calculation. The parties shall cooperate for a period of 30 days after notice of any such dispute to resolve such dispute. If such dispute is not resolved during such period, it shall be a Dispute and resolved pursuant to the provisions of Section 8.2. If NIT fails to notify Emmaus in writing of a dispute during the 30 day period after the APP Notice, it shall be deemed to have accepted the calculation of the Actual Purchase Price.

In the event that the Actual Purchase Price is greater than the Provisional Purchase Price, Emmaus shall invoice NIT for an amount equal to such difference multiplied by the Actual Annual Quantity, and such invoice shall be paid in accordance with the terms of this Agreement. In the event that the Actual Purchase Price is less than the Provisional Purchase Price, Emmaus shall credit an amount equal to such difference multiplied by the Actual Annual Quantity against NIT's subsequent invoice(s).

As used herein, "Estimated COGS" means a good faith estimate of the expected COGS during the applicable calendar year, as mutually agreed by the parties.

As used herein, "Projected Annual Quantity" means a good faith estimate of the number of Units NIT projects to purchase during the applicable calendar year, as determined pursuant to NIT's then-current forecast prepared in good faith.

As used herein, "Actual COGS" means the actual COGS during the applicable calendar year, calculated by Emmaus in good faith.

As used herein "Actual Annual Quantity" means the number of Units NIT actually ordered during the applicable calendar year, determined by reference to the number of Units on all accepted purchase orders during such year.

As used herein, "COGS" means the sum of Direct Costs and Overhead Costs.

As used herein, "Direct Costs" means the direct costs of producing all Units of Product during a given calendar year, either estimated or actual, depending on whether "Direct Costs" is used to calculate Estimated COGS or Actual COGS, respectively. "Direct Costs" include, without limitation, the costs of obtaining and producing API, the packaging costs, testing fees, and shipping fees for all Products during the applicable year.

As used herein, "Overhead Costs" means the indirect costs of producing all Units of Product during a given calendar year, either estimated or actual, depending on whether "Overhead Costs" is used to calculate Estimated COGS or Actual COGS, respectively. "Overhead Costs" include, without limitation, the labor costs of manufacturing associates, serialization and track-and-trace system expenses, quality consultant fees, costs associated with auditing the PCI warehouse, and costs of abnormal waste.

Exhibit 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

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: May 15, 2026

/s/ Willis C. Lee
Willis C. Lee
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

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: May 15, 2026

/s /HIROKO HUYNH
Hiroko Huynh
Chief Accounting Officer
(Principal Accounting Officer)

Exhibit 32.1

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 March 31, 2026, 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 Office
(Principal Executive Officer)
May 15, 2026

/s/ HIROKO HUYNH
Hiroko Huynh
Chief Accounting Officer
(Principal Accounting Officer)
May 15, 2026