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

FORM 8-K/A

Current Report
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **September 2, 2025**

TNF Pharmaceuticals, Inc.
(Exact name of Registrant as specified in its charter)

Delaware	**001-36268**	**22-2983783**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

TNF Pharmaceuticals, Inc.
1185 Avenue of the Americas, Suite 249
New York, NY **10036**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(856) 848-8698**

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	TNFA	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Explanatory Note

On September 2, 2025, TNF Pharmaceuticals, Inc. (the "Company") filed a Current Report on Form 8-K (the "Original 8-K") with the Securities Exchange Commission, in which the Company reported, among other events, its entry into a Membership Interest Purchase Agreement (the "MIPA"), dated as of September 2, 2025, by and among the Company, LPU Holdings LLC ("LPU"), and, solely with respect to certain specified sections thereof, the members of LPU (the "Sellers"), pursuant to which the Company agreed to acquire 100% of the membership interests (the "Membership Interests") of LPU from the Sellers, and certain other related agreements, including (i) that certain Support Agreement, dated as of September 2, 2025, by and among the Company and the Sellers (the "Support Agreement"), (ii) that certain Registration Rights Agreement, dated as of September 2, 2025, by and among the Company and the Sellers (the "Registration Rights Agreement"), and (iii) that certain License Agreement, dated as of September 2, 2025, by and between LPU and LightSolver Ltd., an Israeli company ("Lightsolver"), and, solely with respect to certain specified sections thereof, the Company (the "License Agreement"). In addition, as previously disclosed, as consideration for the Membership Interests, the Company delivered to the Sellers that number of shares of the Company's Series I Convertible Preferred Stock ("Series I Preferred Stock") that is convertible into a number of shares of Common Stock equal to 747,362, subject to certain conversion limitations as set forth in the Certificate of Designations of the Series I Convertible Preferred Stock (the "Series I Certificate of Designations").

This Current Report on Form 8-K/A amends and supplements the Original 8-K filed by the Company, and is being filed solely to file certain exhibits to the Original 8-K. This amendment does not otherwise modify any other portions of the disclosure in the Original 8-K. Interested parties should refer to the Original 8-K, as supplemented by this Current Report on Form 8-K/A. The foregoing descriptions of the MIPA, the Support Agreement, the Registration Rights Agreement, the License Agreement and the Certificate of Designations in this Current Report on Form 8-K/A and the Original 8-K do not purport to be complete and is qualified in its entirety by the full text of such documents which are filed as Exhibits 10.1, 10.2, 10.3, 10.4 and 3.1 and are incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1*	Membership Interest Purchase Agreement, dated as of September 2, 2025, by and among LPU Holdings LLC and the members of LPU Holdings LLC.
10.2	Form of Support Agreement
10.3	Form of Registration Rights Agreement
10.4	License Agreement, by and among the Company, LPU Holdings LLC and LightSolver Ltd.
104	Cover Page Interactive Data File (formatted as Inline XBRL)

* Certain of the schedules (and similar attachments) to this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K under the Securities Act because they do not contain information material to an investment or voting decision and that information is not otherwise disclosed in the exhibit or the disclosure document. The registrant hereby agrees to furnish a copy of all omitted schedules (or similar attachments) to the SEC upon its request.

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 hereunto duly authorized.

TNF PHARMACEUTICALS, INC.

Date: September 5, 2025

By: */s/ Joshua Silverman*
Joshua Silverman
Executive Chairman

Exhibit 10.1

Execution Version

MEMBERSHIP INTEREST PURCHASE AGREEMENT
by and between
LPU HOLDINGS LLC (the "Company")
and
TNF PHARMACEUTICALS, INC. ("Buyer"),
with the Members of the Company joining solely for purposes of Article V

Dated as of
September 2, 2025

MEMBERSHIP INTEREST PURCHASE AGREEMENT

This Membership Interest Purchase Agreement (this "**Agreement**"), dated as of September 2, 2025, is entered into by and between LPU Holdings LLC, a Delaware limited liability company (the "**Company**"), and TNF Pharmaceuticals, Inc., a Delaware corporation ("**Buyer**"), with the members of Company identified on the signature pages hereto (each a "**Seller**" and together "**Sellers**") joining as parties hereto solely for purposes of Article V hereof.

WHEREAS, Sellers collectively own 100% of the outstanding membership interests (the "**Membership Interests**") of the Company;

WHEREAS, promptly after the date hereof, Buyer will issue and sell to certain investors shares of Buyer's newly designated Series H convertible preferred stock, par value $0.001 ("**Series H Preferred Stock**"), initially convertible into shares of Buyer's common stock, par value $0.001 ("**Common Stock**"), for aggregate gross proceeds to Buyer of at least $7.5 million at a conversion price of $5.00 per share (post reverse stock split) (the "**Concurrent Equity Offering**"); and

WHEREAS, Buyer desires to purchase from Sellers, and Sellers desire to sell to Buyer, all right, title and interest in and to the Membership Interests, in exchange for the consideration described in this Agreement, all on the terms and subject to the conditions set forth herein.

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

ARTICLE I
DEFINITIONS

Section 1.01 "**Action**" means a claim, action, suit, proceeding, or governmental investigation.

Section 1.02 "**Additional Market Cap Payment**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.03 "**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. As used in this Section 1.02, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

Section 1.04 "**Agreement**" shall have the meaning set forth in the preamble hereto.

Section 1.05 "**Allocation Schedule**" shall have the meaning set forth in Section 7.05(b).

Section 1.06 "**Assignment and Assumption Agreement**" shall have the meaning set forth in Section 6.01(a).

Section 1.07 "**Business Day**" means any day of the year other than a Saturday or Sunday or any day on which banks in the State of New York are required or permitted to be closed.

Section 1.08 "**Buyer**" shall have the meaning set forth in the preamble hereto.

Section 1.09 "**Buy-In Price**" shall have the meaning set forth in Section 2.07(e).

Section 1.10 "**Certificate of Designation**" means the Certificate of Designation to be filed prior to the Closing by Buyer with the Secretary of State of Delaware, in the form of Exhibit G attached hereto.

Section 1.11 "**Certificate of Formation**" shall have the meaning set forth in Section 3.03.

Section 1.12 "**Closing**" means the closing of the transactions contemplated by this Agreement.

Section 1.13 "**Closing Date**" shall have the meaning set forth in Section 2.03.

Section 1.14 "**Code**" means the Internal Revenue Code of 1986, as amended.

Section 1.15 "**Common Stock**" shall have the meaning set forth in the recitals hereto and shall include any other class of securities into which Buyer's common stock may hereafter be reclassified or changed.

Section 1.16 "**Common Stock Equivalents**" means any securities of Buyer or its subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

Section 1.17 "**Company**" shall have the meaning set forth in the recitals hereto.

Section 1.18 "**Company Agreement**" shall have the meaning set forth in Section 3.03.

Section 1.19 "**Concurrent Equity Offering**" shall have the meaning set forth in the recitals hereto.

Section 1.20 "**Contract**" means any contract, agreement, indenture, note, bond, mortgage, loan, instrument, lease, license, commitment or other arrangement, understanding, undertaking, commitment or obligation, whether written or oral.

Section 1.21 "**Encumbrance**" means any mortgage, pledge, lien, charge, security interest, community property interest, claim, or other encumbrance.

Section 1.22 "**Enforceability Exceptions**" shall have the meaning set forth in Section 3.01.

Section 1.23 "**Equity Offering**" means the issuance and sale of Buyer's Common Stock or Common Stock Equivalents in a public or private offering after the date of this Agreement; provided, however, that an Equity Offering shall not include (i) the Concurrent Equity Offering or (ii) an Exempt Issuance,provided, further, that Equity Offering shall include all proceeds received by Buyer from the exercise of any warrants issued by Buyer.

Section 1.24 Equity Offering Proceeds" means, with respect to any Equity Offering, the aggregate proceeds received by Buyer from such Equity Offering.

Section 1.25 "**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended.

Section 1.26 "**Exempt Issuance**" means the issuance and sale of (a) shares of Common Stock or options to employees, unaffiliated consultants, officers or directors of Buyer pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of Buyer's board of directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to Buyer, (b) securities upon the conversion, exercise or exchange of securities outstanding as of the date of this Agreement which are exercisable or exchangeable for or convertible into shares of Common Stock, provided that such securities have not been amended since the date of this Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of Buyer, provided that any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of Buyer and shall provide to Buyer significant benefits in addition to the investment of funds.

Section 1.27 "**Franchise Tax Carve-Out**" means the exception, acknowledged and agreed to by Buyer, from all applicable representations, warranties and other like provisions pertaining to the Company set forth in this Agreement, that there may, as of the date of this Agreement, be unpaid Delaware franchise taxes with regard to the Company.

Section 1.28 "**Fully-Diluted Basis**" means, for purposes of determining the aggregate amount of issued and outstanding shares of Buyer as of any measurement time, the issued and outstanding shares of Common Stock and all Common Stock Equivalents as of such time, assuming the conversion, exchange and exercise of all outstanding warrants, options or other rights to receive shares of Common Stock on an as-converted-to-Common Stock basis, and all other securities convertible into or exercisable or exchangeable for shares of Common Stock on an as-converted-to-Common Stock basis; provided, however, Fully-Diluted Basis shall not include the shares underlying (i) out-of-the money options or warrants and (ii) any other convertible securities or shares of preferred stock that are not treated as stockholders' equity on Buyer's balance sheet, until and unless any of the securities described in the foregoing clauses (i) and (ii) have been converted, exercised or exchanged into Common Stock or into Common Stock Equivalents which are treated as stockholders' equity on Buyer's balance sheet, at which time all such shares and the shares of Common Stock underlying any such Common Stock Equivalents will be deemed issued and outstanding Common Stock and included in any such calculation.

Section 1.29 "**GAAP**" means generally accepted accounting principles in the United States of America.

Section 1.30 "**Governmental Authorities**" means any court, tribunal, arbitrator, agency, commission, department, ministry, official, authority, or other instrumentality of any national, state, county, city, or other political subdivision.

Section 1.31 "**Gross Revenue**" shall have the meaning set forth in the License Agreement.

Section 1.32 "**Immediate Family Member**" means a child, stepchild, grandchild, spouse, life partner or similar statutorily-recognized domestic partner, including adoptive relationships of a natural person referred to herein.

Section 1.33 "**Initial Equity Offering Threshold**" shall have the meaning set forth in Section 2.02(a)(ii)(A).

Section 1.34 "**Initial Equity Offering Threshold Payment**" shall have the meaning set forth in Section 2.02(a)(ii)(A).

Section 1.35 "**Initial Market Cap Condition**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.36 "**Initial Market Cap Payment**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.37 "**Initial Market Cap Payment Shares**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.38 "**Legend Removal Date**" shall have the meaning set forth in Section 2.07(d).

Section 1.39 "**Liability**" shall have the meaning set forth in Section 4.09.

Section 1.40 "**License Agreement**" means the license agreement entered into at or prior to Closing, by and among the Company and LightSolver Ltd., an Israeli company ("**Lightsolver**" or "**Licensor**"), and as may be subsequently amendment, supplemented, amendment and restated or otherwise modified.

Section 1.41 "**Loss**" means all claims, judgments, damages, liabilities, settlements, losses, costs, and expenses, including reasonable attorneys' fees and disbursements.

Section 1.42 "**Market Capitalization**" means, as of any Trading Day, the product of (a) the VWAP on such Trading Day, multiplied by (b) the total number of issued and outstanding shares of the Common Stock on such Trading Day.

Section 1.43 "**Market Cap Period**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.44 "**Material Adverse Effect**" means any result, occurrence, fact, change, event or effect that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the long-term projected business, operations, assets, liabilities, condition (financial or otherwise) or results of, in each case, of Buyer and its subsidiaries taken as a whole or would prohibit or interfere materially with Buyer's ability to timely fulfill its obligations hereunder including, without limitation, with regard to Milestone Payments.

Section 1.45 "**Membership Interests**" shall have the meaning set forth in the recitals hereto.

Section 1.46 "**Membership Schedule**" shall have the meaning set forth in Section 2.02(a), which Membership Schedule may be amended or updated at any time or from time to time during the term of this Agreement upon written notice to Buyer.

Section 1.47 "**Milestone Event**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.48 "**Milestone Payment**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.49 "**Milestone Shares**" shall have the meaning set forth in Section 2.02(a)(ii).

Section 1.50 "**Nasdaq**" means the Nasdaq Capital Market.

Section 1.51 "**One-Time Milestone Payment**" has the meaning set forth in Section 2.02(a)(ii).

Section 1.52 "**Organizational Documents**" means, with respect to any entity, such entity's principal formation or organizational documents (e.g., Certificate of Incorporation, Bylaws, Certificate of Formation, Certificate of Designation Limited Liability Company Agreement and the like, as applicable).

Section 1.53 "**Permits**" means all permits, licenses, franchises, approvals, registrations, certificates, variances, and similar rights obtained, or required to be obtained, from governmental authorities.

Section 1.54 "**Permitted Transferee**" means: (a) with respect to any Seller, any controlled Affiliate of such Seller; and (b) with respect to any Seller that is an individual, (i) (A) such Seller's Immediate Family Members or (B) any trust in which such Seller and such Sellers' Immediate Family Members in the aggregate hold a beneficial interest of greater than 50%; or (ii) upon the death of such Seller, such Seller's heirs, executors or administrators or to a trust under such Seller's will.

Section 1.55 "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

Section 1.56 "**Pre-Closing Tax Period**" means taxable period that ends on or before the Closing Date.

Section 1.57 "**Preferred Stock**" means the up to 747,362 shares of the Company's Series I Convertible Preferred Stock issued hereunder having the rights, preferences and privileges set forth in the Certificate of Designation.

Section 1.58 "**Preferred Stock Consideration**" shall have the meaning set forth in Section 2.02(a)(i)(A).

Section 1.59 "**Public Information Failure**" shall have the meaning set forth in Section 2.08b).

Section 1.60 "**Public Information Failure Payments**" shall have the meaning set forth in Section 2.08(b).

Section 1.61 "**Purchase Price**" shall have the meaning set forth in Section 2.02(a).

Section 1.62 "**Registration Rights Agreement**" means the Registration Rights Agreement, dated as of the Closing Date, among Buyer and Sellers, in the form of Exhibit F attached hereto.

Section 1.63 "**SEC**" means the United States Securities and Exchange Commission.

Section 1.64 "**Securities**" means the Preferred Stock, Milestone Shares, Market Cap Milestone Securities, Market Cap Warrants and Underlying Shares.

Section 1.65 "**Securities Act**" means the U.S. Securities Act of 1933, as amended.

Section 1.66 "**Seller**" shall have the meaning set forth in the preamble hereto.

Section 1.67 "**Seller Bank Accounts**" shall mean the bank accounts of each Seller with the wire transfer instructions and other information as shall be provided in writing by Sellers to Buyer prior to Closing, as such information may be updated at any time or from time to time by any Seller upon written notice to Buyer.

Section 1.68 "**Series H Preferred Stock**" shall have the meaning set forth in the recitals hereto.

Section 1.69 "**Share Consideration**" shall have the meaning set forth in Section 4.05.

Section 1.70 "**Software**" means any and all (i) computer programs, including any and all software implementations of algorithms, models and methodologies, whether in source code or object code; (ii) databases and compilations, including any and all data and collections of data, whether machine readable or otherwise; (iii) descriptions, flow-charts and other work product used to design, plan, organize and develop any of the foregoing, screens, user interfaces, report formats, firmware, development tools, templates, menus, buttons and icons; and (iv) all documentation, including user manuals and other training documentation related to any of the foregoing.

Section 1.71 "**Support Agreement**" shall have the meaning set forth in Section 5.01(b).

Section 1.72 "**Technology**" means, collectively, Software, information, designs, source code, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, tools, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice),

apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings and registered domain names, website pages and other website development, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology.

Section 1.73 "**Trading Day**" means any day on which the Nasdaq is open for trading.

Section 1.74 "**Trading Market**" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the Pink Open Market, OTCQB or the OTCQX (or any successors to any of the foregoing).

Section 1.75 "**Transfer Agent**" means Buyer's third-party transfer agent as of any relevant date.

Section 1.76 "**Underlying Shares**" means the shares of Common Stock issued and issuable pursuant to the terms of the Certificate of Designation and the Market Cap Warrants, in each case without respect to any limitation or restriction on the conversion of the debentures or the exercise of the warrants.

Section 1.77 "**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), or (b) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by Sellers of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

ARTICLE II
PURCHASE AND SALE

Section 2.01 Purchase and Sale. Subject to the terms and conditions set forth herein:

(a) At or prior to the Closing, Buyer shall have (i) consummated the Concurrent Equity Offering and (ii) filed the Certificate of Designation with the Secretary of State of the State of Delaware.

(b) At the Closing, Sellers shall sell to Buyer, and Buyer shall purchase from Sellers, the Membership Interests, free and clear of any Encumbrance subject to the Franchise Tax Carve-Out, for the consideration specified in Section 2.02.

(c) For purposes of this Agreement, the assignment of the Membership Interests includes, but is not limited to, with respect to each Seller: (a) Seller's capital accounts in the Company; (b) Seller's rights to share in the profits and losses of the Company; (c) Seller's rights to receive distributions from the Company; and (d) the exercise of all member rights, including the voting rights attributable to the Membership Interests.

Section 2.02 Purchase Price.

(a) The aggregate purchase price for the Membership Interests (the "**Purchase Price**") shall be comprised of the following, which Purchase Price (including all Milestone Payments) shall be delivered to Sellers pro rata in accordance with the Membership Interests set forth in the schedule attached hereto as **Exhibit H** (the "**Membership Schedule**"):

(i) **Closing Date Consideration**. On the Closing Date, Buyer shall deliver to Sellers, pro rata in accordance with Sellers' respective Membership Interests as set forth in the Membership Schedule, the Preferred Stock (the "**Preferred Stock Consideration**").

(ii) **Contingent Consideration**. Promptly upon the occurrence of any of the events set forth in the table below under "Milestone Event" (each, a "**Milestone Event**"), Buyer shall deliver to Sellers, pro rata in accordance with Sellers' respective Membership Interests as set forth in the Membership Schedule, the consideration set forth in the table below under "Milestone Payment" that is opposite the Milestone Event that has occurred (each such amount, a "**Milestone Payment**"). Each Milestone Payment that becomes payable hereunder shall be due within three (3) Business Days of the achievement or occurrence of the event that gives rise to such Milestone Payment. Any payments made under Section 2.02(a)(ii) shall be treated by the parties as an adjustment to the Purchase Price for tax purposes, except as otherwise required by applicable law. All Milestone Payments hereunder shall be satisfied by: (A) in the case of Milestone Payments consisting of shares, delivery to Sellers of evidence from the Transfer Agent of the issuance to Seller of newly-issued shares in the names and for the account of each Seller (or such other names or accounts as any Seller may designate in writing at any time or from time to time to Buyer) or (B) in the case of Milestone Payments consisting of funds, cash payments deposited in the Seller Bank Accounts, in each case promptly (and no later than within three (3) Business Days) after the occurrence of a Milestone Event.

Milestone Event	**Milestone Payments**
Buyer consummates any Equity Offering	With respect to each Equity Offering, the applicable Milestone Payment shall be equal to the sum of: (i) 6.25% of the Equity Offering Proceeds received by Buyer from such Equity Offering, to the extent that such Equity Offering Proceeds are, collectively with the Equity Offering Proceeds from any previous Equity Offerings, less than or equal to $8,000,000 (the "**Additional Initial Equity Raise Hurdle**"); plus (ii) 5% of the Equity Offering Proceeds received by Buyer from Equity Offerings, to the extent that such Equity Offering Proceeds are, collectively with the Equity Offering Proceeds from all previous Equity Offerings (other than Equity Offerings in respect of which Milestone Payments have already been delivered to Sellers under clause (i)), greater than $8,000,000 and less than or equal to $50,000,000.
(i) Buyer consummates any Equity Offering and (ii) as a result of such Equity Offering, the aggregate proceeds received by Buyer from all Equity Offerings (including the Concurrent Equity Offering) equal or exceed $50,000,000.	A one-time Milestone Payment (the "**One-Time Milestone Payment**") comprised of a number of shares of Common Stock ("**Milestone Shares**") equal to the product of (i) 50% multiplied by (ii) a number of shares that, collectively with all Common Stock and Common Stock Equivalents previously issued to (x) Sellers under this Agreement and (y) Lightsolver pursuant to the License Agreement (in each case, on an as-converted-to-common-stock basis, ignoring for such purposes any conversion limitations therein), would, on an as-converted-to-common-stock basis, represent 10% of all the issued and outstanding shares of Buyer on a Fully-Diluted Basis.

During the period commencing on the ninetieth (90^{th}) day after the Closing Date (the "**Market Cap Period**"), the Market Capitalization is equal to or greater than $100,000,000 for a period of ten (10) consecutive Trading Days (the "**Initial Market Cap Condition**").	If the Initial Market Cap Condition is satisfied at such time as the One-Time Milestone Payment has not been satisfied, $1,750,000 (the "**Initial Market Cap Payment**"), which shall be payable, at Buyer's election, in cash, equity or partly in cash and partly in equity, provided that any portion of the Initial Market Cap Payment payable in equity shall be delivered in the form of freely tradeable shares of registered Common Stock or, if freely tradeable registered shares are not available at the time the Initial Market Cap Payment comes due, Buyer may deliver to Sellers shares of preferred stock, convertible into shares of Common Stock and accruing dividends at a rate of 7.0% per annum, and with such other terms as Buyer and Sellers, cooperating in good faith, mutually agree (the "**Initial Market Cap Payment Shares**"). Within fifteen (15) days after the issuance of Initial Market Cap Payment Shares (if any), Buyer shall file with the SEC an initial Registration Statement on Form S-3 (if such form is available for use by Buyer at such time) or, otherwise, on Form S-1, covering the Initial Market Cap Payment Shares, and Buyer shall use its reasonable best efforts to have such Registration Statement and any amendments thereto declared effective by the SEC at the earliest possible date. . However, if the One-Time Milestone Payment has been satisfied prior to the date on which the Initial Market Cap Condition is satisfied, then Buyer shall be relieved from its obligation to make the Initial Market Cap Payment, and Sellers shall have no right to receive the Initial Market Cap Payment hereunder.
During the Market Cap Period, the Market Capitalization is equal to or greater than $250,000,000 for a period of ten (10) consecutive Trading Days.	A number of shares of Common Stock (the "**Additional Market Cap Payment**") that, at the time of issuance, would, on as-converted-to-common-stock basis (ignoring for such purposes any conversion limitations in the Preferred Stock), constitute 2% of Buyer's issued and outstanding shares on a Fully-Diluted Basis (such obligation, for the avoidance of doubt, being non-exclusive with the Initial Market Cap Payment set forth immediately above). Shares delivered to Sellers in respect of the Additional Market Cap Payment, together with shares (if any) comprising the Initial Market Cap Payment, the Market Cap Warrants and any Underlying Shares are collectively referred as the "**Market Cap Milestone Securities**".
During the Market Cap Period, the Market Capitalization is equal to or greater than $500,000,000 for a period of ten (10) consecutive Trading Days.	A newly-issued Common Stock purchase warrant of Buyer with an exercise price per share equal to the closing price per share of Common Stock as of the date such Milestone Event is achieved (the "**Market Cap Warrants**") exercisable for a number of shares of Common Stock that, if exercised at the time of such Milestone Event, on an as-converted-to-common-stock basis and ignoring any conversion limitations therein), would constitute 2% of all the issued and outstanding shares of Common Stock on a Fully-Diluted Basis as of such date. Notwithstanding the foregoing, such Market Cap Warrants shall only become exercisable if the Company completes or enters into a strategic transaction or strategic advisory arrangement or partnership with a digital asset company within six (6) months of the Closing Date and, if it does not, then the Market Cap Warrants shall expire worthless. For the avoidance of doubt, the obligation to issue the Market Cap Warrants is non-exclusive with the Initial Market Cap Payment and Additional Market Cap Payment obligations set forth above.
The Company achieving Gross Revenue of $1,000,000.	An amount in cash equal to $500,000.

(b) **Termination of License Agreement**. Notwithstanding anything herein to the contrary, if the License Agreement is, at any time after the date of this Agreement, terminated for any reason (or no reason), or the Company's or Buyer's rights under the License Agreement are otherwise materially and adversely modified, then Buyer shall thereupon automatically and immediately be relieved from its obligation to make any additional Milestone Payments, and Sellers shall have no right to receive any further consideration hereunder.

(c) **Beneficial Ownership Limitation.** Notwithstanding anything to the contrary in Section 2.02(a)(ii), to the extent that a Seller determines, in its sole discretion, that such Seller (together with such Seller's affiliates, and any person acting as a group together with such Seller or any of such Seller's affiliates) would beneficially own (as determined in accordance with Section 13(d) of the Exchange Act) in excess of 4.9% of the issued and outstanding Common Stock on the date in question, in lieu of purchasing receiving shares of Common Stock such Seller may elect to receive a prefunded warrant or preferred stock (the form and substance of which shall be reasonably agreed to by such Seller and Buyer) which instrument shall maintain such Seller's beneficial ownership below 4.9%.

(d) **Stockholder Meeting**. Buyer shall, as promptly as practicable, and in any event within 60 days following the Closing, call a stockholder meeting to seek approval pursuant to the rules of the principal Trading Market from Buyer's stockholders of the issuance of (i) all shares underlying the Preferred Stock, (ii) shares included in Milestone Payments and (iii) shares underlying the Market Cap Warrants. Until such approval is obtained, Buyer shall not be obligated to issue shares of Common Stock to the extent that it would otherwise violate the rules of the Trading Market until such stockholder approval is obtained, provided, however, that upon obtaining such approval, the Company shall, within two (2) Trading Days, deliver to Sellers any shares that would otherwise have been issuable but for the failure to obtain such approval.

Section 2.03 Closing. The Closing shall take place concurrently with the consummation of the Concurrent Equity Offering (the date on which the Closing occurs, the "**Closing Date**"), remotely via the electronic exchange of signatures. The consummation of the transactions contemplated by this Agreement shall be deemed to occur at 12:01 a.m. (E.S.T.) on the Closing Date.

Section 2.04 Transfer Taxes. To the extent any sales, use, or transfer taxes, documentary charges, recording fees, or similar taxes, charges, fees, or expenses, if any, become due and payable as a result of the transactions contemplated by this Agreement, all such taxes, charges, fees or expenses shall be borne by Buyer.

Section 2.05 Withholding Taxes. Buyer and the Company shall be entitled to deduct and withhold from any payments of the Purchase Price to be made hereunder all taxes that Buyer and the Company may be required to deduct and withhold under any provision of tax law. All such withheld amounts shall be treated as delivered to Sellers hereunder to the extent such withheld amounts are timely remitted to the appropriate Governmental Authority; provided, however, that with respect to any payment of the Purchase Price to be made hereunder, a reasonable amount of time prior to any such payment, Buyer or the Company, as applicable, shall (i) notify Sellers, in writing, of any anticipated withholding from the amounts payable hereunder, (ii) consult with Sellers in good faith to determine whether such deduction and withholding is required under applicable law and (iii) cooperate with Sellers in good faith to minimize the amount of any applicable withholding.

Section 2.06 Legal Fees. All legal fees of the Company and Sellers with respect to the transactions and matters that are the subject of this Agreement shall be borne entirely by Buyer.

Section 2.07 Transfer Restrictions.

(a) The Securities may only be disposed of in compliance with state and federal securities laws. In connection with any transfer of Securities other than pursuant to an effective registration statement or Rule 144 or as otherwise provided in Section 2(d), Buyer may require the transferor thereof to provide to Buyer an opinion of counsel selected by the transferor and reasonably acceptable to Buyer, the form and substance of which opinion shall be reasonably satisfactory to Buyer, to the effect that such transfer does not require registration of such transferred Securities under the Securities Act. As a condition of transfer, any such transferee shall agree in writing to be bound by the terms of this Agreement and the Registration Rights Agreement and shall have the rights and obligations of a Seller under this Agreement and the Registration Rights Agreement.

(b) Sellers agree to the imprinting, so long as is required by this Section 2.07, of a legend on any of the Securities in the following form:

THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(a) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES.

(c) Buyer acknowledges and agrees that a Seller may from time to time pledge pursuant to a bona fide margin agreement with a registered broker-dealer or grant a security interest in some or all of the Securities to a financial institution that is an "accredited investor" as defined in Rule 501(a) under the Securities Act and, if required under the terms of such arrangement, such Seller may transfer pledged or secured Securities to the pledgees or secured parties. Such a pledge or transfer would not be subject to approval of Buyer and no legal opinion of legal counsel of the pledgee, secured party or pledgor shall be required in connection therewith. Further, no notice shall be required of such pledge. At the appropriate Seller's expense, Buyer will execute and deliver such reasonable documentation as a pledgee or secured party of Securities may reasonably request in connection with a pledge or transfer of the Securities.

(d) Certificates evidencing the Underlying Shares shall not contain any legend (including the legend set forth in Section 2.07(b) hereof), (i) while a registration statement (including the Registration Statement) covering the resale of such security is effective under the Securities Act, (ii) following any sale of such Underlying Shares pursuant to Rule 144 (assuming cashless exercise of the Market Cap Warrants), (iii) if such Underlying Shares are eligible for sale under Rule 144 (assuming cashless exercise of the Market Cap Warrants), without the requirement for the Company to be in compliance with the current public information required under Rule 144 as to such Underlying Shares and without volume or manner-of-sale restrictions, or (iv) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission). Buyer shall cause its counsel to issue a legal opinion to the Transfer Agent or a Seller if required by the Transfer Agent to effect the removal of the legend hereunder, or if requested by a Seller, respectively. If all or any portion of the Market Cap Warrants is exercised at a time when there is an effective registration statement to cover the resale of the Underlying Shares, or if such Underlying Shares may be sold under Rule 144 and Buyer is then in compliance with the current public information required under Rule 144 (assuming cashless exercise of the Market Cap Warrants), or if the Underlying Shares may be sold under Rule 144 without the requirement for Buyer to be in compliance with the current public information required under Rule 144 as to such Underlying Shares or if such legend is not otherwise required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission) then such Underlying Shares shall be issued free of all legends. Buyer agrees that at such time as such legend is no longer required under this Section 2.07(d), it will, no later than one (1) Trading Day following the delivery by a Seller to Buyer or the Transfer Agent of a certificate representing Underlying Shares, as the case may be, issued with a restrictive legend (such date, the "**Legend Removal Date**"), deliver or cause to be delivered to such Seller a certificate representing such shares that is free from all restrictive and other legends. Buyer may not make any notation on its records or give instructions to the Transfer Agent that enlarge the restrictions on transfer set forth in this Section 2.07. Certificates for Securities subject to legend removal hereunder shall be transmitted by the Transfer Agent to Seller by crediting the account of Seller's prime broker with the Depository Trust Buyer System as directed by such Seller.

(e) In addition to such Seller's other available remedies, Buyer shall pay to a Seller, in cash, (i) as partial liquidated damages and not as a penalty, for each $1,000 of Underlying Shares (based on the VWAP of the Common Stock on the date such Securities are submitted to the Transfer Agent) delivered for removal of the restrictive legend and subject to Section 2.07(d), $10 per Trading Day (increasing to $20 per Trading Day three (3) Trading Days after the Legend Removal Date) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend and (ii) if Buyer fails to (a) issue and deliver (or cause to be delivered) to a Seller by the Legend Removal Date a certificate representing the Securities so delivered to Buyer by such Seller that is free from all restrictive and other legends and (b) if after the Legend Removal Date such Seller purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by such Seller of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock that such Seller anticipated receiving from Buyer without any restrictive legend, then, an amount equal to the excess of such Seller's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including brokerage commissions and other out-of-pocket expenses, if any) (the "**Buy-In Price**") over the product of (A) such number of Underlying Shares that Buyer was required to deliver to such Seller by the Legend Removal Date multiplied by (B) the lowest closing sale price of the Common Stock on any Trading Day during the period commencing on the date of the delivery by such Seller to Buyer of the applicable Underlying Shares (as the case may be) and ending on the date of such delivery and payment under this clause (ii).

(f) Each Seller, severally and not jointly with the other Sellers, agrees with Buyer that such Seller will sell any Securities pursuant to either the registration

requirements of the Securities Act, including any applicable prospectus delivery requirements, or an exemption therefrom, and that if Securities are sold pursuant to a Registration Statement, they will be sold in compliance with the plan of distribution set forth therein, and acknowledges that the removal of the restrictive legend from certificates representing Securities as set forth in this Section 2.07 is predicated upon Buyer's reliance upon this understanding.

Section 2.08 Furnishing of Information; Public Information

(a) Buyer covenants to maintain the registration of the Common Stock under Section 12(b) or 12(g) of the Exchange Act and to timely file (or obtain extensions in respect thereof and file within the applicable grace period) all reports required to be filed by Buyer after the date hereof pursuant to the Exchange Act even if Buyer is not then subject to the reporting requirements of the Exchange Act.

(b) At any time during the period commencing from the six (6) month anniversary of the Closing Date and ending at such time that all of the Securities may be sold without the requirement for Buyer to be in compliance with Rule 144(c)(1) and otherwise without restriction or limitation pursuant to Rule 144, if Buyer (i) shall fail for any reason to satisfy the current public information requirement under Rule 144(c) or (ii) has ever been an issuer described in Rule 144(i)(1)(i) or becomes an issuer in the future, and Buyer shall fail to satisfy any condition set forth in Rule 144(i)(2) (a "**Public Information Failure**") then, in addition to such Seller's other available remedies, Buyer shall pay to a Seller, in cash, as partial liquidated damages and not as a penalty, by reason of any such delay in or reduction of its ability to sell the Securities, an amount in cash equal to two percent (2.0%) of the aggregate Stated Value (as defined in the Certificate of Designation) of such Seller's Preferred Stock on the day of a Public Information Failure and on every thirtieth (30^{th}) day (pro rated for periods totaling less than thirty days) thereafter until the earlier of (a) the date such Public Information Failure is cured and (b) such time that such public information is no longer required for Sellers to transfer the Underlying Shares pursuant to Rule 144. The payments to which a Seller shall be entitled pursuant to this Section 2.08(b) are referred to herein as "**Public Information Failure Payments**." Public Information Failure Payments shall be paid on the earlier of (i) the last day of the calendar month during which such Public Information Failure Payments are incurred and (ii) the third (3^{rd}) Business Day after the event or failure giving rise to the Public Information Failure Payments is cured. In the event Buyer fails to make Public Information Failure Payments in a timely manner, such Public Information Failure Payments shall bear interest at the rate of 2.0% per month (prorated for partial months) until paid in full. Nothing herein shall limit such Seller's right to pursue actual damages for the Public Information Failure, and such Seller shall have the right to pursue all remedies available to it at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief.

Section 2.09 Notice, Access and Information. During such period as Sellers continue to own Buyer shares delivered as consideration pursuant to this Agreement, Buyer shall provide each Seller with: (i) quarterly financial statements (including, without limitation, auditor-reviewed unaudited quarterly statements and audited year-end financial statements), and, upon request of any Seller, monthly financial reports, (ii) access, upon request of any Seller, at reasonable times during normal business hours and upon reasonable intervals and notice, access to all books and records, financial and operating data and other information of Buyer pertinent to determinations as to satisfaction of milestones hereunder, (iii) Buyer capitalization information, upon request of any Seller. For the avoidance of any doubt, Buyer shall not provide any Seller with material non-public information about Buyer without Seller's express prior written consent.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE COMPANY

The Company represents and warrants to Buyer that the statements contained in this ARTICLE III are true and correct as of the date hereof and as of the Closing Date.

Section 3.01 Authority; Enforceability. The Company has full limited liability company capacity, power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by the Company, and (assuming due authorization, execution, and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of the Company, enforceable against the Company in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity ("**Enforceability Exceptions**").

Section 3.02 Organization, Authority, and Qualification/Organization of the Company. The Company is a limited liability company duly formed and validly existing, and, subject to the Franchise Tax Carve-Out, to the Knowledge of Sellers, in good standing (subject to the proviso included at the end of this sentence), under the laws of the State of Delaware, provided, however, that neither the Company or Sellers are providing any assurances hereunder with regard to the status, as of the date hereof, of any franchise taxes that may be due or may come due with regard to the Company or the status of engagement by the Company of an agent for service of process. The Company has full limited liability company power and authority to own, operate, or lease the properties and assets now owned, operated, or leased by it and to carry on its business as it has been and is currently conducted.

Section 3.03 No Conflicts; Consents. The execution, delivery, and performance by the Company of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to the Company; (b) conflict with, or result in (with or without notice or lapse of time or both) any violation of, or default under, or give rise to a right of termination, acceleration, or modification of, any obligation or loss of any benefit under the License Agreement or any other contract or other instrument to which the Company is a party; (c) result in any violation, conflict with, or constitute a default under the Company's Organizational Documents (as applicable), including the certificate of formation of the Company filed with the Delaware Secretary of State on May 16, 2025 (as amended or restated, the "**Certificate of Formation**") and the limited liability company agreement of the Company dated to be effective as of September 2, 2025 (as amended or restated, the "**Company Agreement**"); or (d) result in the creation or imposition of any Encumbrance on the Membership Interests or any of the assets or properties of the Company. No consent, approval, waiver, or authorization is required to be obtained from any Person other than Sellers in connection with the execution, delivery, and performance by the Company of this Agreement and the consummation of the transactions contemplated hereby.

Section 3.04 Legal Proceedings; No Material Adverse Effect. There is no Action of any nature pending or, to the Company's knowledge, threatened: (a) relating to or affecting the Membership Interests; or (b) against or by the Company that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. To the Company's knowledge, no event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 3.05 Capitalization.

(a) The Membership Schedule is a complete and accurate record (as of the date of this Agreement and as of the Closing Date) of all of the issued and outstanding Membership Interests of the Company and the holders of all such Membership Interests.

(b) The Membership Interests constitute 100% of the issued and outstanding equity interests in the Company. There are no outstanding warrants, options, agreements or any other instruments that give any Person the right to purchase, subscribe for or otherwise acquire any equity interests in the Company.

(c) The Membership Interests were issued in compliance with all applicable laws. The Membership Interests were not issued in violation of the Organizational Documents of the Company or any other agreement, arrangement, or commitment to which Seller or the Company are a party and are not subject to or in violation of any preemptive or similar rights of any Person.

(d) Other than the Organizational Documents of the Company, there are no voting trusts, proxies, or other agreements or understandings in effect with respect to the voting or transfer of any part of the Membership Interests

Section 3.06 Organizational Documents. Attached hereto as **Exhibits A** and **B** are the Certificate of Formation and the Company Agreement, which documents are in full force and effect and are the only documents in effect with respect to the matters described therein.

Section 3.07 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other **fee** or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Seller.

Section 3.08 Compliance with Laws; Permits.

(a) The Company has complied, and is now complying, in all material respects, with all statutes, laws, ordinances, regulations, rules, codes, treaties, or other requirements of any governmental authority applicable to it or its business, properties, or assets.

(b) All Permits that are required for the Company to conduct its business have been obtained and are valid and in full force and effect. No event has occurred that would reasonably be expected to result in the revocation or lapse of any such Permit.

Section 3.09 Taxes.

(a) All tax returns (including information returns) required to be filed by or with respect to the Company have been timely filed; all such tax returns are true, complete, and correct in all respects.

(b) All taxes due and owing by the Company (whether or not shown on any tax return) have been timely paid, subject to the Franchise Tax Carve-Out.

(c) There are no Encumbrances for taxes on any assets of the Company, other than Encumbrances for taxes not yet due and payable.

(d) The Company has timely and properly withheld or collected (i) all required amounts from payments to its employees, agents, nonresidents, members, lenders and other Persons, and (ii) all sales, use, ad valorem and value added taxes. The company has timely remitted all such amounts to the proper Governmental Authority in accordance with applicable law.

(e) All deficiencies asserted, or assessments made, against the Company as a result of any examinations by any taxing authority have been fully paid. There are no pending or threatened actions by any taxing authority.

(f) The Company has not engaged in any "reportable transaction" within the meaning of Treasury Regulation Section 1.6011-4(b).

(g) The Company is, and has been for its entire existence, classified as a partnership for all income tax purposes, and no election has been made (or is pending) to change such treatment.

(h) The Company is not required to include any item of income, or exclude any item of deduction, for any Pre-Closing Tax Period or any period beginning after the Closing Date as a result of (i) an installment sale transaction occurring on or before the Closing Date governed by Code Section 453 (or any similar provision of state, local or non-U.S. laws); (ii) a transaction occurring on or before the Closing Date reported as an open transaction for U.S. federal income tax purposes (or any similar doctrine under state, local, or non-U.S. laws); (iii) any prepaid amounts or deferred revenue; (iv) a change in method of accounting with respect to any Pre-Closing Tax Period(or as a result of an impermissible method used during Pre-Closing Tax Period); or (v) an agreement entered into with any Governmental Authority (including a "closing agreement" under Code Section 7121) on or prior to the Closing Date.

(i) The Company is in compliance with all escheat, unclaimed property, abandoned property and similar laws in all respects and has no liability to pay over any amount to any Governmental Authority under escheat, unclaimed property, abandoned property or similar laws.

Notwithstanding the foregoing, the Buyer acknowledges and agrees that all of the representations and warranties contained in this Section 3.09, and any other representations and warranties of the Company and Sellers contained in this Agreement with regard to tax matters related to the Company (including regarding any unpaid liabilities, obligations or Encumbrances arising due to Company tax matters), shall be considered qualified by the Franchise Tax Carve-Out.

Section 3.10 Due Diligence. The Company has never been a party to any contract or agreement of any kind other than the License Agreement and the Company Agreement.

Section 3.11 Newly Formed Entity. The Company is a newly formed entity and has conducted no business or operations, and has no liabilities, other than in connection with its negotiation and entry into the License Agreement. The Company does not currently have, and has never had, any employees.

Section 3.12 License Agreement. **Exhibit C** contains a complete, true and accurate copy of the License Agreement as of the date hereof and as of the Closing Date, there have been no amendments, waivers or other modifications to the License Agreement. Assuming due power and authority of, and enforceability against, Lightsolver (relative to which neither the Company nor Sellers make any representation or warranty hereunder), the License Agreement, is, in full force and effect with regard to the Company. For the avoidance of any doubt, neither the Company nor any Seller makes any representations or warranties, express or implied, with respect to Lightsolver or to any of the technology, intellectual property or other rights or benefits provided to the Company or to TNF under the terms of the License Agreement. Upon the assignment and assumption of the License Agreement by Buyer, concurrent with the Closing, neither the Company nor any Seller has any continuing rights or obligations under the License Agreement, nor shall Buyer have any recourse whatsoever relative to the Company or any Seller with regard to aspect of the License Agreement. Further, Buyer hereby expressly and irrevocably releases, for good and valuable consideration which is hereby acknowledged and agreed, each Seller in full from any claims, damages or liabilities whatsoever as may exist or arise at any time (including in the future) that relate in any respect to the License Agreement or to any of the terms, provisions, rights, benefits or obligations thereunder.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF SELLERS

Each Seller represents and warrants, severally, with regard solely to such Seller, and not jointly, to Buyer that the statements contained in this Article IV are true and

correct as of the date hereof and as of the Closing Date. For purposes of this Article IV "Seller's knowledge," "knowledge of Seller," and any similar phrases shall mean the actual or constructive knowledge of such Seller.

Section 4.01 Due Authorization; Enforceability. Each Seller has full capacity, power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by each Seller, and (assuming due authorization, execution, and delivery by Buyer) this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of each Seller, enforceable against each Seller in accordance with their respective terms, subject to the Enforceability Exceptions.

Section 4.02 Ownership of Membership Interests. Each Seller is the legal, beneficial, record, and equitable owner of the Membership Interests set forth opposite such Seller's name on the Membership Schedule, free and clear of all Encumbrances other than Encumbrances arising under the terms of the Company Agreement and as may arise under federal or state securities laws.

Section 4.03 No Conflicts. The execution, delivery, and performance by each Seller of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to such Seller; (b) result in the creation or imposition of any Encumbrance on the Membership Interests or any of the assets or properties of the Company.

Section 4.04 Due Diligence. Each Seller is an Accredited Investor (as such term is defined under the Securities Act). Each Seller and their representatives, if any, have been given the opportunity to conduct satisfactory due diligence of Buyer, and have been given the opportunity to speak with Buyer management during its due diligence.

Section 4.05 Investment Purpose. Each Seller is acquiring the Preferred Stock Consideration, the Milestone Payments, if any (collectively, the '**Share Consideration**"), solely for such Seller's own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Each Seller acknowledges that the securities included in the Share Consideration are not, upon issuance hereunder and will not, at the time such securities are initially issued be, registered under the Securities Act, or registered under any state securities laws, and that the securities included in the Share Consideration may not be transferred or sold except pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable, until such time as applicable restrictions expire or such securities are registered in accordance with the terms and conditions of the Registration Rights Agreement.

ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents and warrants to Seller that the statements contained in this ARTICLE V are true and correct as of the date hereof and as of the Closing Date. For purposes of this ARTICLE V, "Buyer's knowledge," "knowledge of Buyer," and any similar phrases shall mean the actual or constructive knowledge of any director or officer of Buyer, after due inquiry.

Section 5.01 Capacity/Organization and Authority of Buyer; Enforceability. Buyer is a corporation duly organized, validly existing, and in good standing under the laws of the State of Delaware. Buyer has full corporate power and authority to enter into this Agreement and the documents to be delivered hereunder, to carry out its obligations hereunder, and to consummate the transactions contemplated hereby. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of Buyer. This Agreement and the documents to be delivered hereunder have been duly executed and delivered by Buyer and, assuming due authorization, execution, and delivery by Seller, this Agreement and the documents to be delivered hereunder constitute legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity.

Section 5.02 No Conflicts; Consents. The execution, delivery, and performance by Buyer of this Agreement and the documents to be delivered hereunder, and the consummation of the transactions contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, bylaws, or other Organizational Documents of Buyer or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation applicable to Buyer. No consent, approval, waiver, or authorization is required to be obtained by Buyer from any Person in connection with the execution, delivery, and performance by Buyer of this Agreement and the consummation of the transactions contemplated hereby.

Section 5.03 Capitalization. Set forth in Exhibit I is a complete and accurate schedule of all of Buyer's outstanding securities on a Fully-Diluted Basis (prepared without giving effect to any of the terms and provisions contained in the definition of "Fully-Diluted Basis" appearing after the proviso included in such definition) as of the date hereof, which information remains complete and accurate as of the Closing Date but for the effects on the numbers of shares set forth therein of Buyer's reverse stock split scheduled to take market place effect (i.e., shares of Common Stock are expected to begin trading on a post-split basis) on September 2, 2025.

Section 5.04 Investment Purpose. Buyer is acquiring the Membership Interests solely for its own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. Buyer acknowledges that the Membership Interests are not registered under the Securities Act, or registered under any state securities laws, and that the Membership Interests may not be transferred or sold except pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

Section 5.05 Brokers. No broker, finder, or investment banker is entitled to any brokerage, finder's, or other fee or commission in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Buyer.

Section 5.06 Legal Proceedings. There is no Action of any nature pending or, to Buyer's knowledge, threatened against or by Buyer that challenges or seeks to prevent, enjoin, or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

Section 5.07 SEC Reports; Financial Statements. Buyer has filed all reports, schedules, forms, statements and other documents required to be filed by Buyer under the Securities Act and the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as Buyer was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein, together with a prospectus and a prospectus supplement, being collectively referred to herein as the "**SEC Reports**") on a timely basis or has received a valid extension of such time of filing and has filed any such SEC Reports prior to the expiration of any such extension. As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Securities Act and the Exchange Act, as applicable, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The financial statements of Buyer included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto as in effect at the time of filing. Such financial statements have been prepared in accordance with GAAP, except as may be otherwise specified in such financial statements or the notes thereto and except that unaudited financial statements may not contain all footnotes required by GAAP, and fairly present in all material respects the financial position of Buyer and its consolidated subsidiaries as of and for the dates thereof and the results of operations and cash flows for the periods

then ended, subject, in the case of unaudited statements, to normal, immaterial, year-end audit adjustments.

Section 5.08 Share Consideration; Share Reserves. All of the securities comprising the Share Consideration, if, as, and when issued and delivered to Sellers pursuant to this Agreement will be duly authorized, validly issued, fully paid, and non-assessable, free and clear of all Encumbrances (other than restrictions arising under federal or state securities laws or Encumbrances imposed due to the actions of Seller), and will not have been issued in violation of or subject to any preemptive or other similar rights. Buyer has, and at all relevant times shall maintain, reserves of available shares sufficient to cover all of the Buyer shares issuable, or which may become issuable, hereunder, including the Preferred Stock Consideration, Milestone Shares, Market Cap Milestone Securities, and the shares of Common Stock issuable upon conversion, exchange or exercise of all of the foregoing securities as of all applicable dates.

Section 5.09 No Material Adverse Effect. Since the date of Buyer's latest Quarterly Report on Form 10-Q, there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect.

ARTICLE VI
CLOSING DELIVERABLES

Section 6.01 Seller's Deliverables. At the Closing, Sellers **shall deliver to Buyer** the following:

(a) The Assignment and Assumption Agreement, in the form attached hereto as **Exhibit D** (the "**Assignment and Assumption Agreement**"), duly executed by the Company.

(b) A voting and support agreement, in the form attached hereto as **Exhibit E** (the "**Support Agreement**"), duly executed by each Seller.

(c) A copy of the resignation of the Managing Member of the Company.

(d) A certificate of the Company certifying as to the resolutions of the of Company, duly adopted and in full force and effect, which authorize the execution, delivery, and performance of this Agreement and the transactions contemplated hereby.

(e) A Form W-9, as applicable, duly completed by each Seller, which Buyer shall, promptly upon receipt, deliver to the Transfer Agent (including Sellers on all related Transfer Agent correspondence).

(f) The Registration Rights Agreement, duly executed by each Seller.

Section 6.02 Buyer's Deliverables. At the Closing, Buyer shall deliver the following to the Company and Sellers:

(a) To each Seller, such Seller's pro rata portion of the Preferred Stock Consideration, with evidence of the issuance of the relevant shares to be provided to each Seller by the Transfer Agent on the Closing Date.

(b) The Assignment and Assumption Agreement, duly executed by Buyer.

(c) The Support Agreement, duly executed by Buyer.

(d) A certificate of a duly appointed officer of Buyer certifying as to: (i) the resolutions of the board of directors of Buyer, duly adopted and in full force and effect, which authorize the execution, delivery, and performance of this Agreement and the transactions contemplated hereby; and (ii) the names and signatures of the officers of Buyer authorized to sign this Agreement and the documents to be delivered hereunder.

(e) Buyer shall have filed the Certificate of Designation with the Secretary of State of Delaware.

(f) The Registration Rights Agreement, duly executed by Buyer.

ARTICLE VII
TAX MATTERS

Section 7.01 Tax Return. Sellers, at Sellers' sole cost and expense, shall prepare or cause to be prepared any Internal Revenue Service Form 1065 (and any similar form or forms for state and local income tax purposes), if any, that is required to be filed by or with respect to the Company after the Closing Date with respect to any taxable period ending on or before the Closing Date.

Section 7.02 Cooperation. Buyer and Sellers shall (a) assist in the preparation and timely filing of any tax return of the Company; (b) assist in any audit or other Action with respect to taxes or tax returns of the Company; (c) make available any information, records, or other documents relating to any taxes or tax returns of the Company; and (d) provide any information necessary or reasonably requested to allow Buyer or the Company to comply with any information reporting or withholding requirements contained in the Code or other applicable laws.

Section 7.03 Tax Contests. If any Governmental Authority issues to the Company a written notice of its intent to audit or conduct another Action with respect to taxes of the Company for any Pre-Closing Tax Period or a written notice of deficiency for taxes for any Pre-Closing Tax Period, Buyer shall notify Seller of its receipt of such communication from the Governmental Authority within thirty (30) days of receipt. No failure or delay of Buyer in the performance of the foregoing shall reduce or otherwise affect the obligations or liabilities of Seller pursuant to this Agreement. Buyer shall control any audit or other Action in respect of any tax return or taxes of the Company; provided, however, that (a) Seller, at its sole cost and expense, shall have the right to participate in any such Action to the extent it relates to a Pre-Closing Tax Period; and (b) Buyer shall not allow the Company to settle or otherwise resolve any such Action if such settlement or other resolution relates to taxes for a Pre-Closing Tax Period without the permission of Seller (not to be unreasonably withheld, delayed, or conditioned). For the avoidance of doubt, at the election of Buyer, the Company shall make an election under Section 6226 of the Code with respect to any Action with respect to taxes relating to a Pre-Closing Tax Period to the extent such an election is available.

ARTICLE VIII
[*RESERVED*]

Section 8.01 [Reserved]

ARTICLE IX
MISCELLANEOUS

Section 9.01 Expenses. Except as otherwise provided in Section 2.05 and Section 2.06, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs and expenses.

Section 9.02 Further Assurances. Following the Closing, each of the parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

Section 9.03 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent, if sent via email of a PDF document ; or (d) on the third (3rd) day after the date mailed, if sent by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 9.03):

If to Sellers: To each Seller's address and contact information set forth opposite the name of such Seller on the Membership Schedule.

with a copy to:
(which shall not constitute notice)
Robert F. Charron
1345 Avenue of the Americas
New York, NY 10105
Email: rcharron@egsllp.com

If to Buyer:
TNF Pharmaceuticals, Inc.
1185 Avenue of the Americas. Suite 249
New York, NY 10036
Email: jsilverman@parkfieldfund.com
Attention: Joshua Silverman

with a copy to:
(which shall not constitute notice)
Haynes and Boone, LLP
30 Rockefeller Plaza
26th Floor
New York, NY 10112
Email: rick.werner@haynesboone.com
greg.kramer@haynesboone.com
Attention: Rick A. Werner
Greg Kramer

Section 9.04 Headings. The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 9.05 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify the Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 9.06 Entire Agreement. This Agreement and the documents to be delivered hereunder constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the terms and provisions in the body of this Agreement and those in the documents delivered in connection herewith and the Exhibits, the terms and provisions in the body of this Agreement shall control.

Section 9.07 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No party may assign its rights or obligations hereunder without the prior written consent of each other party (provided, however, that rights and benefits of each Seller hereunder shall be assignable by such Seller's Permitted Transferees), which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder.

Section 9.08 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

Section 9.09 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto (including any Permitted Transferees of any Seller).

Section 9.10 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Section 9.11 Governing Law. This Agreement and all related documents shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Section 9.12 Submission to Jurisdiction. Each party agrees that all legal proceedings concerning the interpretations, enforcement and defense of the transactions contemplated by this Agreement (whether brought against a party hereto or its respective affiliates, directors, officers, shareholders, partners, members, employees or agents) shall be commenced exclusively in the state and federal courts sitting in the City of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in the City of New York, Borough of Manhattan (and any appellate divisions thereof) for the adjudication of any dispute hereunder or in connection

herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such action or proceeding is improper or is an inconvenient venue for such proceeding. Each party hereby irrevocably waives personal service of process and consents to process being served in any such action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by law. If any party shall commence an action or proceeding to enforce any provisions of this Agreement, then, the prevailing party in such action or proceeding shall be reimbursed by the non-prevailing party for its reasonable attorneys' fees and other costs and expenses incurred with the investigation, preparation and prosecution of such action or proceeding.

Section 9.13 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 9.14 Specific Performance. The parties agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to specific performance of the terms hereof, in addition to any other remedy to which they are entitled at law or in equity. Each party hereto: (a) agrees that it shall not oppose the granting of such specific performance or relief; and (b) hereby irrevocably waives any requirements for the security or posting of any bond in connection with such relief.

Section 9.15 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[*SIGNATURE PAGES FOLLOW*]

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE SET FORTH ABOVE.

COMPANY:

LPU HOLDINGS LLC
A Delaware limited liability company

By: */s/ Nadav Kidron*
Name: Nadav Kidron
Title: Managing Member

BUYER:

TNF PHARMACEUTICALS, INC.
a Delaware corporation

By: */s/ Joshua Silverman*
Name: Joshua Silverman
Title: Executive Director

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED AS OF THE DATE SET FORTH ABOVE.

SELLERS:

/s/ Elisheva Ansbacher
Elisheva Ansbacher

/s/ Nadav Kidron
Nadav Kidron

KIDRON MANAGEMENT LLC

/s/ Nadav Kidron
Nadav Kidron

GWD HOLDINGS LLC
By: David W. Dinkin, its Managing Member

/s/ David W. Dinkin

CUTTER MILL CAPITAL LLC
By: Michael Vasinkevich, its Managing Member

/s/ Michael Vasinkevich

WILSON DRIVE HOLDINGS LLC
By: Craig Schwabe, its Managing Member

EXHIBIT A

Certificate of Formation

[Exhibit A to Membership Interest Purchase Agreement]

EXHIBIT B

Company Agreement

[Exhibit B to Membership Interest Purchase Agreement]

EXHIBIT C

License Agreement

[Exhibit B to Membership Interest Purchase Agreement]

EXHIBIT D

Assignment and Assumption Agreement

[Exhibit D to Membership Interest Purchase Agreement]

EXHIBIT E

Support Agreement

[Exhibit E to Membership Interest Purchase Agreement]

EXHIBIT F

Registration Rights Agreement

[Exhibit F to Membership Interest Purchase Agreement]

Exhibit G

Certificate of Designation

[Exhibit G to Membership Interest Purchase Agreement]

Exhibit H

Membership Interest Schedule

[Exhibit H to Membership Interest Purchase Agreement]

Exhibit I

Buyer Capitalization

[Exhibit I to Membership Interest Purchase Agreement]

Exhibit 10.2

STOCKHOLDER VOTING AGREEMENT

THIS STOCKHOLDER VOTING AGREEMENT (this "Agreement") is made and entered into as of September 4, 2025, by and among TNF Pharmaceuticals, Inc. (the "Company") and each of the undersigned Stockholders of the Company (the "Stockholders").

RECITALS

A. **WHEREAS,** on September 2, 2025, the Stockholders and the Company entered into a Member Interest Purchase Agreement (the "Membership Interest Purchase Agreement"), pursuant to which the Stockholders received 747,362 shares of the Company's Series I Preferred Stock, par value $0.001 ("Preferred Stock") and upon the Company achieving certain milestones, will receive shares of the Company's common stock, par value $0.001 (the "Common Stock and together with the Preferred Stock, the "Capital Stock");

B. **WHEREAS,** as an inducement to enter into the Membership Interest Purchase Agreement, and as one of the conditions to the consummation of the transactions contemplated by the Membership Interest Purchase Agreement, the Stockholders have agreed to enter into this Agreement; and

C. **WHEREAS,** each Stockholder agrees to vote the shares of Capital Stock (the "Shares") over which such Stockholder has voting power as described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Agreement to Vote Shares.

(a) From the date hereof until the Expiration Date (as defined below), at every meeting of the stockholders of the Company, and at every adjournment or postponement thereof, and on any action or approval by written consent of the stockholders of the Company, in each case, each Stockholder (in its capacity as a stockholder) shall appear at the meeting or otherwise cause such Stockholder's Shares to be present for purposes of establishing a quorum and shall vote such Shares in favor of or give its written consent to, as applicable, each matter proposed and recommended for approval by the Company's management at such meeting. Notwithstanding the foregoing, in accordance of the certificate of designations of the Preferred Stock (the "COD"), dated the Stockholder shall not vote any shares of Preferred Stock in excess of the Beneficial Ownership Limitation (as defined in the COD).

(b) If a Stockholder is the beneficial owner, but not the record holder, of the Shares, such Stockholder agrees to take all actions necessary to cause the record holder and any nominees to vote or give consent with respect to all of such Stockholder's Shares in the manner provided in Section 1(a).

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2. Representations and Warranties of each Stockholder. Each Stockholder represents and warrants to the Company:

(a) Such Stockholder has, or will have, full legal power, authority and right to vote or to direct the voting of all such Stockholder's Shares then owned of record or beneficially by such Stockholder as described in this Agreement, without the consent or approval of, or any other action on the part of, any other person. Without limiting the generality of the foregoing, such Stockholder has not entered into any voting agreement (other than this Agreement) with any person with respect to any of such Stockholder's Shares, granted any person any proxy (revocable or irrevocable) or power of attorney with respect to any of such Stockholder's Shares, deposited any of such Stockholder's Shares in a voting trust, or entered into any arrangement or agreement with any person limiting or affecting his legal power, authority or right to vote such Stockholder's Shares on any matter.

(b) The execution and delivery of this Agreement and the performance by such Stockholder of the covenants and obligations hereunder will not result in any breach or violation of or be in conflict with or constitute a default under any term of any agreement, judgment, injunction, order, decree, law, regulation or arrangement to which such Stockholder is a party or by which such Stockholder (or any of its assets) is bound.

4. Termination. This Agreement shall terminate for each Stockholder on the date (the "Expiration Date") that is three (3) years after the date of this Agreement. Upon such termination, no party shall have any further obligations or liabilities hereunder; provided that such termination shall not relieve any party from liability for any breach of this Agreement prior to such termination.

5. Proxy. In the event and to the extent that any Stockholder fails to vote the Shares in accordance with Section 1 at any applicable meeting of the stockholders of the Company or pursuant to any applicable written consent of the stockholders of the Company, such Stockholder shall be deemed to have irrevocably granted to, and appointed, the Company, and any individual designated in writing by it, and each of them individually, as his, her or its proxy and attorney-in-fact (with full power of substitution), for and in its name, place and stead, to vote his, her or its Shares in any action by written consent of the Company stockholders or at any meeting of the Company's stockholders called with respect to any of the matters specified in, and in accordance and consistent with, Section 1 of this Agreement. The Company agrees not to exercise the proxy granted herein for any purpose other than the purposes described in this Agreement and each Stockholder affirms that the proxy set forth in this Section 5 is given in connection with, and granted in consideration of, and as an inducement to the Company to enter into the Membership Interest Purchase Agreement and that such proxy is given to secure the obligations of each Stockholder under Section 1. Except as otherwise provided for herein, each Stockholder hereby affirms that the irrevocable proxy is coupled with an interest and may under no circumstances be revoked and that such irrevocable proxy is executed and intended to be irrevocable. The irrevocable proxy and power of attorney granted herein shall survive the death or incapacity of such Stockholder and the obligations of such Stockholder shall be binding on such Stockholder's heirs, personal representatives, successors, transferees and assigns. Notwithstanding any other provisions of this Agreement, the irrevocable proxy granted hereunder shall automatically terminate upon the termination of this Agreement.

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6. Miscellaneous Provisions.

(a) Amendments, Modifications and Waivers. No amendment, modification or waiver in respect of this Agreement shall be effective against any party unless it shall be in writing and signed by each of the Stockholders and the Company.

(b) Entire Agreement. This Agreement constitutes the entire agreement among the parties to this Agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

(c) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any applicable principles of conflicts of law thereof. The parties submit to the exclusive jurisdiction of that state and federal courts located in New Castle County, Delaware for any action, dispute or proceeding arising out of this Agreement.

(d) Assignment and Successors. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their

respective successors and assigns. This Agreement and all the provisions hereof may not be assigned by any Stockholder or the Company without the prior written consent of the other party. The Stockholder is free to transfer its Shares, but any transferee of a Stockholder's Shares must enter into a joinder to this Agreement (no joinder is required if such Shares are transferred in anonymous open market trading in ordinary brokerage transactions that are not pre-arranged or pre-solicited).

(e) No Third Party Rights. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

(g) Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

(h) Specific Performance; Injunctive Relief. Purchaser acknowledges that the Company may be irreparably harmed and that there may be no adequate remedy at law for a breach of any of the covenants or agreements of Purchaser set forth in this Agreement. Therefore, Purchaser hereby agrees that, in addition to any other remedies that may be available to the Company upon any such breach, the Company shall have the right to seek specific performance, injunctive relief or any other remedies available to such party at law or in equity.

(i) Notices. All notices, consents, requests, claims, demands and other communications under this Agreement shall be in writing (which shall include communications by e-mail) and shall be delivered (a) in person or by courier or overnight service, or (b) by e-mail with a copy delivered as provided in clause (a):

If to the Company:

TNF Pharmaceuticals, Inc.
1185 Avenue of the Americas. Suite 249
New York, NY 10036
Attention: Joshua Silverman
Email: jsilverman@parkfieldfund.com

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

Haynes and Boone LLP
30 Rockefeller Plaza, 26th
New York, NY 10012
Attention: Rick Werner, Esq. and Greg Kramer, Esq.
E-mail: rick.werner@haynesboone.com and greg.kramer@haynesboone.com

If to a Stockholder:

As set forth on such Stockholders signature page

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

or to such other address as the parties hereto may designate in writing to the other in accordance with this Section 6(i). Any party may change the address to which notices are to be sent by giving written notice of such change of address to the other parties in the manner above provided for giving notice. If delivered personally or by courier, the date on which the notice, request, instruction or document is delivered shall be the date on which such delivery is made and if delivered by e-mail transmission or mail as aforesaid, the date on which such notice, request, instruction or document is received shall be the date of delivery.

(j) Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the parties and delivered to the other parties; it being understood that all parties need not sign the same counterpart.

(k) Headings. The headings contained in this Agreement are for the convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

[Signatures on the Following Pages]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

COMPANY:

TNF PHARMAECUTICALS, INC.

By: _____
Name: _____
Title: _____

STOCKHOLDER SIGNATURE

Signature block for individuals:

_____
Printed Name of Individual

_____
Signature of Individual

Contact information for notice:

Signature block for entities:

Printed Name of Entity

By:
Name:
Title:

Contact information for notice:

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of [ ], 2025 (the "Execution Date"), is entered into by and between **TNF Pharmaceuticals, Inc.,** a Delaware corporation (the "Company") and LPU Holdings LLC ("LPU") and the sellers (each, individually, a "Seller," and collectively, "Sellers") identified on the signature pages to that certain Membership Interest Purchase Agreement, by and between the parties hereto, dated as of the Execution Date (as amended, restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Purchase Agreement.

RECITALS

WHEREAS, the Company has agreed, upon the terms and subject to the conditions of the Purchase Agreement, among other things, to issue to the Sellers that number of newly issued shares of the common stock of the Company, par value $0.001 per share (the "Common Stock"), equal to 19.9% of the issued and outstanding shares of Common Stock as of the Closing Date, and to induce the Sellers to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the " Securities Act"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Sellers hereby agree as follows:

AGREEMENT

1. DEFINITIONS.

As used in this Agreement, the following terms shall have the following meanings:

a. "Investor" means a Seller, any transferee or assignee thereof to whom such Seller assigns its rights under this Agreement in accordance with Section 9 and who agrees to become bound by the provisions of this Agreement, and any transferee or assignee thereof to whom a transferee or assignee assigns its rights under this Agreement in accordance with Section 9 and who agrees to become bound by the provisions of this Agreement.

b. "Person" means any individual or entity including but not limited to any corporation, a limited liability company, an association, a partnership, an organization, a business, an individual, a governmental or political subdivision thereof or a governmental agency.

c. "Register," "registered," and "registration" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and pursuant to Rule 415 or staff policy under the Securities Act or any successor rule providing for offering securities on a continuous basis ("Rule 415"), and the declaration or ordering of effectiveness of such registration statement(s) by the United States Securities and Exchange Commission (the "SEC").

d. "Registrable Securities" means (i) all shares of Common Stock issuable upon conversion of the Company's Series I Preferred Stock issued as Closing Date Consideration on the Closing Date, (ii) all Milestone Shares issuable pursuant to the Purchase Agreement and (iii) all shares of Common Stock issuable as Additional Market Cap Payment pursuant to the Purchase Agreement and (iv) all shares of Common Stock underlying the Market Cap Warrants.

e. Registration Statement" means one or more registration statements of the Company covering the sale of the Registrable Securities.

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2. REGISTRATION.

a. Mandatory Registration. The Company shall by the 30th day following the Closing ("Initial Filing Date"), file with the SEC an initial Registration Statement on Form S-3 (if such form is available for use by the Company at such time) or, otherwise, on Form S-1, covering all of the Registrable Securities in clause (i) thereof, or such amount as otherwise shall be permitted to be included thereon in accordance with applicable SEC rules, regulations and interpretations so as to permit the resale of such Registrable Securities by the Investor under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices), as mutually determined by both the Company and the Investors in consultation with their respective legal counsel. Within thirty (30) days of each Milestone Event (each such date, together with the Initial Filing Date, a "Filing Date") pursuant to which Registrable Securities (or the overlying security) are issued, the Company shall file with the SEC an additional Registration Statement on Form S-3 (if such form is available for use by the Company at such time) or, otherwise, on Form S-1, covering all of the Registrable Securities issuable pursuant to such Milestone Event, or such amount as otherwise shall be permitted to be included thereon in accordance with applicable SEC rules, regulations and interpretations so as to permit the resale of such Registrable Securities by the Investor under Rule 415 under the Securities Act at then prevailing market prices (and not fixed prices), as mutually determined by both the Company and the Investors in consultation with their respective legal counsel. The Investors and their counsel shall have a reasonable opportunity to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus prior to its filing with the SEC, and the Company shall give due consideration to all reasonable comments. Each Investor shall furnish all information reasonably requested by the Company for inclusion therein. The Company shall use its best efforts to have each Registration Statement and any amendments thereof declared effective by the SEC within 60 days of the applicable Filing Date (or, in the event of a full review by the SEC as to a Registration Statement, the 90th day following the applicable Filing Date (the "Effectiveness Date"). The Company shall use best efforts to keep each Registration Statement effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investors of all of each Registrable Securities covered thereby at all times from the initial filing date of each Registration Statement until the earlier of (i) the date on which the Investors shall have sold all the Registrable Securities covered thereby (the "Registration Period") and (ii) the date that all Registrable Securities may be sold pursuant to Rule 144 without any public information requirements or volume or manner of sale limitations, all without limitations under Rule 144. Each Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

b. Rule 424 Prospectus. The Company shall, as required by applicable securities regulations, from time to time file with the SEC, pursuant to Rule 424 promulgated under the Securities Act, the prospectus and prospectus supplements, if any, to be used in connection with sales of the Registrable Securities under each Registration Statement. Investors and their counsel shall have a reasonable opportunity to review and comment upon such prospectus prior to its filing with the SEC, and the Company shall give due consideration to all such comments. The Investors shall use their best efforts to comment upon such prospectus within two (2) Business Days from the date the Investors receives the final pre-filing version of such prospectus.

c. Sufficient Number of Shares Registered. In the event the number of shares available under each Registration Statement is insufficient to cover all of the Registrable Securities, the Company shall file a new Registration Statement within 30 days of the date thereof, so as to cover all of such Registrable Securities (subject to the limitations set forth in Section 2(a)) as soon as practicable, but in any event not later than forty-five (45) calendar days after the necessity therefor arises (which, for purposes of this Agreement, shall be deemed a "Filing Date"), subject to any limits that may be imposed by the SEC pursuant to Rule 415 under the Securities Act. The Company shall use its best efforts to cause such amendment and/or New Registration Statement to become effective as soon as practicable following the filing thereof,

and in any event on or before the 60th day after the Filing Date (90 in the case of a full review) (which, for purposes of this Agreement, shall be deemed an "Effectiveness Date"). Thereafter all the Company shall have the same obligations with respect to the New Registration Statement as they do with a Registration Statement.

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d. Offering. If the staff of the SEC (the "Staff") or the SEC seeks to characterize any offering pursuant to a Registration Statement filed pursuant to this Agreement as constituting an offering of securities that does not permit such Registration Statement to become effective and be used for resales by the Investors under Rule 415 at then-prevailing market prices (and not fixed prices), or if after the filing of the initial Registration Statement with the SEC pursuant to Section 2(a), the Company is otherwise required by the Staff or the SEC to reduce the number of Registrable Securities included in such initial Registration Statement, then the Company shall reduce the number of Registerable Securities to be included in such initial Registration Statement (with the prior consent, which shall not be unreasonably withheld, of the Investors and their legal counsel as to the specific Registrable Securities to be removed therefrom) until such time as the Staff and the SEC shall so permit such Registration Statement to become effective and be used as aforesaid. In the event of any reduction in Registrable Securities pursuant to this paragraph, the Company shall file one or more New Registration Statements in accordance with Section 2(c) until such time as all Registrable Securities have been included in Registration Statements that have been declared effective and the prospectus contained therein is available for use by the Investors. Notwithstanding any provision herein or in the Purchase Agreement to the contrary, the Company's obligations to register Registrable Securities (and any related conditions to the Investor's obligations) shall be qualified as necessary to comport with any requirement of the SEC or the Staff as addressed in this Section 2(d).

(a) If: (i) a Registration Statement is not filed on or prior to its Filing Date, or (ii) the Company fails to file with the SEC a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the SEC pursuant to the Securities Act, within five Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the SEC in respect of such Registration Statement within ten (10) calendar days after the receipt of comments by or notice from the SEC that such amendment is required in order for such Registration Statement to be declared effective, or (iv) a Registration Statement registering for resale all of the Registrable Securities is not declared effective by the SEC by the applicable Effectiveness Date of such Registration Statement (provided that, if the Registration Statement does not allow for the resale of Registrable Securities at prevailing market prices (i.e., only allows for fixed price sales), the Company shall have been deemed to have not satisfied this clause) or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of fifteen (15) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an "Event", and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such five (5) Trading Day period is exceeded, and for purpose of clause (iii) the date which such ten (10) calendar day period is exceeded, and for purpose of clause (v) the date on which such ten (10) or fifteen (15) calendar day period, as applicable, is exceeded being referred to as "Event Date"), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 2.0% multiplied by the aggregate Stated Value (as defined in the Certificate of Designation of the Series I Convertible Preferred Stock) or, in the case of the Registrable Securities in clause (ii) through (iv), the VWAP on the Event Date multiplied by the number of Registrable Securities subject to this clause (a). If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

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3. RELATED OBLIGATIONS.

With respect to each Registration Statement and whenever any Registrable Securities are to be registered pursuant to Section 2 including on any New Registration Statement, the Company shall use its best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

a. The Company shall prepare and file with the SEC such amendments (including post-effective amendments) and supplements to any Registration Statement and the prospectus used in connection with such Registration Statement, which prospectus is to be filed pursuant to Rule 424 promulgated under the Securities Act, as may be necessary to keep each Registration Statement or any New Registration Statement effective at all times during the Registration Period, and, during such period, comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities of the Company covered by each Registration Statement or any New Registration Statement until such time as all of such Registrable Securities shall have been disposed of in accordance with the intended methods of disposition by the seller or sellers thereof as set forth in such registration statement.

b. The Company shall permit the Investors to review and comment upon each Registration Statement or any New Registration Statement and all amendments and supplements thereto at least two (2) Business Days prior to their filing with the SEC, and not file any document in a form to which the Investors reasonably objects. The Investors shall use its best efforts to comment upon each Registration Statement or any New Registration Statement and any amendments or supplements thereto within two (2) Business Days from the date the Investors receives the final version thereof. The Company shall furnish to the Investors, without charge, and within one (1) Business Day, any comments or correspondence from the SEC or the Staff to the Company or its representatives relating to each Registration Statement or any New Registration Statement and the Company shall respond to the SEC or Staff regarding the resolution of any such Comments or correspondence as promptly as possible.

c. Upon request of the Investors, the Company shall furnish all of the Investors, (i) promptly after the same is prepared and filed with the SEC, at least one copy of such Registration Statement and any amendment(s) thereto, including financial statements and schedules, all documents incorporated therein by reference and all exhibits, (ii) upon the effectiveness of any Registration Statement, a copy of the prospectus included in such Registration Statement and all amendments and supplements thereto (or such other number of copies as the Investor may reasonably request) and (iii) such other documents, including copies of any preliminary or final prospectus, as any Investor may reasonably request from time to time in order to facilitate the disposition of the Registrable Securities owned by the Investor. For the avoidance of doubt, any filing available to the Investor via the SEC's live EDGAR system shall be deemed "furnished to the Investor" hereunder

d. The Company shall use best efforts to (i) register and qualify the Registrable Securities covered by a registration statement under such other securities or "blue sky" laws as the Investor reasonably requests, (ii) prepare and file in those jurisdictions, such amendments (including post-effective amendments) and supplements to such registrations and qualifications as may be necessary to maintain the effectiveness thereof during the Registration Period, (iii) take such other actions as may be necessary to maintain such registrations and qualifications in effect at all times during the Registration Period, and (iv) take all other actions reasonably necessary or advisable to qualify the Registrable Securities for sale in such jurisdictions; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (x) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (y) subject itself to general taxation in any such jurisdiction, or (z) file a general consent to service of process in any such jurisdiction. The Company shall promptly notify each Investor who holds Registrable Securities of the receipt by the Company of any notification with respect to the suspension of the registration or qualification of any of the Registrable Securities for sale under the securities or "blue sky" laws of any jurisdiction in the United States or its receipt of actual notice of the initiation or threatening of any proceeding for such purpose.

e. As promptly as practicable after becoming aware of such event or facts, the Company shall notify the Investors in writing of the happening of any event or existence of such facts as a result of which the prospectus included in any registration statement, as then in effect, includes an untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and promptly prepare a supplement or amendment to such registration statement to correct such untrue statement or omission, and deliver a copy of such supplement or amendment to the Investor (or such other number of copies as the Investor may reasonably request). The Company shall also promptly notify the Investors in writing (i) when a prospectus or any prospectus supplement or post-effective amendment has been filed, and when a registration statement or any post-effective amendment has become effective (notification of such effectiveness shall be delivered to the Investors by email or facsimile on the same day of such effectiveness and by overnight mail), (ii) of any request by the SEC for amendments or supplements to any registration statement or related prospectus or related information, and (iii) of the Company's reasonable determination that a post-effective amendment to a registration statement would be appropriate.

f. The Company shall use its best efforts to prevent the issuance of any stop order or other suspension of effectiveness of any registration statement, or the suspension of the qualification of any Registrable Securities for sale in any jurisdiction and, if such an order or suspension is issued, to obtain the withdrawal of such order or suspension at the earliest possible moment and to notify the Investors of the issuance of such order and the resolution thereof or its receipt of actual notice of the initiation or threat of any proceeding for such purpose.

g. The Company shall (i) cause all the Registrable Securities to be listed on each securities exchange on which securities of the same class or series issued by the Company are then listed, if any, if the listing of such Registrable Securities is then permitted under the rules of such exchange, or (ii) secure designation and quotation of all the Registrable Securities on the Nasdaq Stock Market (or any other primary exchange or trading market the Common Stock is listed or quoted). The Company shall pay all fees and expenses in connection with satisfying its obligation under this Section 3(g).

h. The Company shall cooperate with the Investors to facilitate the timely preparation and delivery of certificates (not bearing any restrictive legend) representing the Registrable Securities to be offered pursuant to any Registration Statement and enable such certificates to be in such denominations or amounts as each Investor may reasonably request and registered in such names as the Investor may request

i. The Company shall at all times provide a transfer agent and registrar with respect to its Common Stock.

j. If reasonably requested by an Investor, the Company shall (i) immediately incorporate in a prospectus supplement or post-effective amendment such information as the Investor believes should be included therein relating to the sale and distribution of Registrable Securities, including, without limitation, information with respect to the number of Registrable Securities being sold, the purchase price being paid therefor and any other terms of the offering of the Registrable Securities; (ii) make all required filings of such prospectus supplement or post-effective amendment as soon as practicable upon notification of the matters to be incorporated in such prospectus supplement or post-effective amendment; and (iii) supplement or make amendments to any registration statement.

k. The Company shall use its best efforts to cause the Registrable Securities covered by any Registration Statement to be registered with or approved by such other governmental agencies or authorities as may be necessary to consummate the disposition of such Registrable Securities.

l. Within one (1) Business Day after any registration statement which includes the Registrable Securities is ordered effective by the SEC, the Company shall deliver, and shall cause legal counsel for the Company to deliver, to the transfer agent for such Registrable Securities (with copies to the Investor) confirmation that such registration statement has been declared effective by the SEC. Thereafter, if requested by any Investor at any time, the Company shall require its counsel to deliver to each Investor a written confirmation whether or not the effectiveness of such registration statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not each Registration Statement is current and available to the Investor for sale of all of the Registrable Securities.

m. The Company shall take all other reasonable actions necessary to expedite and facilitate disposition by the Investor of Registrable Securities pursuant to any registration statement, including the removal of legends from any share certificates and permitting such shares to be held electronically in the Investor's brokerage accounts.

4. OBLIGATIONS OF THE INVESTOR.

a. The Company shall notify each Investor in writing of the information the Company reasonably requires from the Investor in connection with any Registration Statement hereunder. The Investor shall furnish to the Company such information regarding itself, the Registrable Securities held by it and the intended method of disposition of the Registrable Securities held by it as shall be reasonably required to effect the registration of such Registrable Securities and shall execute such documents in connection with such registration as the Company may reasonably request. Notwithstanding the foregoing, each Registration Statement shall contain the "Plan of Distribution" section in substantially the form attached hereto as Exhibit A.

b. Each Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any registration statement hereunder.

c. Each Investor agrees that, upon receipt of any notice from the Company of the happening of any event or existence of facts of the kind described in Section 3(f) or the first sentence of 3(e), the Investor will immediately discontinue disposition of Registrable Securities pursuant to any registration statement(s) covering such Registrable Securities until the Investor's receipt of the copies of the supplemented or amended prospectus contemplated by Section 3(f) or the first sentence of 3(e). Notwithstanding anything to the contrary, the Company shall cause its transfer agent to promptly deliver shares of Common Stock without any restrictive legend in accordance with the terms of the Purchase Agreement in connection with any sale of Registrable Securities with respect to which an Investor has entered into a contract for sale prior to the Investor's receipt of a notice from the Company of the happening of any event of the kind described in Section 3(f) or the first sentence of Section 3(e) and for which the Investor has not yet settled.

5. EXPENSES OF REGISTRATION.

All reasonable expenses, other than sales or brokerage commissions, incurred in connection with registrations, filings or qualifications pursuant to Sections 2 and 3, including, without limitation, all registration, listing and qualifications fees, printers and accounting fees, and fees and disbursements of counsel for the Company, shall be paid by the Company.

6. INDEMNIFICATION.

a. To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend each Investor, each Person, if any, who controls each Investor, the members, the directors, officers, partners, employees, agents, representatives of each Investor and each Person, if any, who controls each Investor within the meaning of the Securities Act or the Securities Exchange Act of 1934, as amended (the "Exchange Act") (each, an "Indemnified Person"), against any losses, claims, damages, liabilities, judgments, fines, penalties, charges, costs, attorneys' fees, amounts paid in settlement or expenses, joint or several, (collectively, "Claims") incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any

court or governmental, administrative or other regulatory agency, body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("Indemnified Damages"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement of a material fact in a Registration Statement, any New Registration Statement or any post-effective amendment thereto or in any filing made in connection with the qualification of the offering under the securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered ("Blue Sky Filing"), or the omission or alleged omission to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) any untrue statement or alleged untrue statement of a material fact contained in the final prospectus (as amended or supplemented, if the Company files any amendment thereof or supplement thereto with the SEC) or the omission or alleged omission to state therein any material fact necessary to make the statements made therein, in light of the circumstances under which the statements therein were made, not misleading, (iii) any violation or alleged violation by the Company of the Securities Act, the Exchange Act, any other law, including, without limitation, any state securities law, or any rule or regulation thereunder relating to the offer or sale of the Registrable Securities pursuant to a Registration Statement or any New Registration Statement or (iv) any material violation by the Company of this Agreement (the matters in the foregoing clauses (i) through (iv) being, collectively, "Violations"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable legal fees or other reasonable expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (i) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information about the Investor furnished in writing to the Company by such Indemnified Person expressly for use in connection with the preparation of a Registration Statement, any New Registration Statement or any such amendment thereof or supplement thereto, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); (ii) with respect to any superseded prospectus, shall not inure to the benefit of any such person from whom the person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any person controlling such person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, if such revised prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e), and the Indemnified Person was promptly advised in writing not to use the incorrect prospectus prior to the use giving rise to a violation and such Indemnified Person, notwithstanding such advice, used it; (iii) shall not be available to the extent such Claim is based on a failure of the Investor to deliver or to cause to be delivered the prospectus made available by the Company, if such prospectus was timely made available by the Company pursuant to Section 3(c) or Section 3(e); and (iv) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 9.

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b. In connection with any Registration Statement, each Investor, severally and not jointly with respect to its own underlying actions, agrees to indemnify, hold harmless and defend, to the same extent and in the same manner as is set forth in Section 6(a), the Company, each of its directors, each of its officers who signs a Registration Statement or any New Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act, and all other non-violating Investors (collectively and together with an Indemnified Person, an "Indemnified Party"), against any Claim or Indemnified Damages to which any of them may become subject, under the Securities Act, the Exchange Act or otherwise, insofar as such Claim or Indemnified Damages arise out of or are based upon any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with written information about that specific Investor and furnished to the Company by the Investor expressly for use in connection with such Registration Statement; and, subject to Section 6(d), the Investor will reimburse any legal or other expenses reasonably incurred by them in connection with investigating or defending any such Claim; provided, however, that the indemnity agreement contained in this Section 6(b) and the agreement with respect to contribution contained in Section 7 shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Investor, which consent shall not be unreasonably withheld; provided, further, however, that the Investor shall be liable under this Section 6(b) for only that amount of a Claim or Indemnified Damages as does not exceed the net proceeds to the Investor as a result of the sale of Registrable Securities pursuant to such registration statement. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 9.

c. Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be; provided, however, that an Indemnified Person or Indemnified Party shall have the right to retain its own counsel with the fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate fully with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised at all times as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party or Indemnified Person of a release from all liability in respect to such claim or litigation. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

d. The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred.

e. The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds received by such seller from the sale of such Registrable Securities.

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8. REPORTS AND DISCLOSURE UNDER THE SECURITIES ACTS.

With a view to making available to the Investor the benefits of Rule 144 promulgated under the Securities Act or any other similar rule or regulation of the SEC that may at any time permit the Investor to sell securities of the Company to the public without registration ("Rule 144"), the Company agrees, at the Company's sole expense, to:

a. make and keep public information available, as those terms are understood and defined in Rule 144;

b. file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act so long as the Company remains subject to such requirements and the filing of such reports and other documents is required for the applicable provisions of Rule 144;

c. furnish to each Investor so long as the Investor owns Registrable Securities, promptly upon request, (i) a written statement by the Company that it has complied with the reporting and or disclosure provisions of Rule 144, the Securities Act and the Exchange Act, (ii) a copy of the most recent annual or quarterly report of the Company and such other reports and documents so filed by the Company, and (iii) such other information as may be reasonably requested to permit the Investor to sell such securities pursuant to Rule 144 without registration; and

d. take such additional action as is requested by each Investor to enable the Investor to sell the Registrable Securities pursuant to Rule 144, including, without limitation, delivering all such legal opinions, consents, certificates, resolutions and instructions to the Company's Transfer Agent as may be requested from time to time by the Investor and otherwise fully cooperate with Investor and Investor's broker to effect such sale of securities pursuant to Rule 144.

The Company agrees that damages may be an inadequate remedy for any breach of the terms and provisions of this Section 8 and each Investor shall, whether or not it is pursuing any remedies at law, be entitled to equitable relief in the form of a preliminary or permanent injunctions, without having to post any bond or other security, upon any breach or threatened breach of any such terms or provisions.

9. ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Investor. The Investor may not assign its rights under this Agreement without the written consent of the Company, other than to an Affiliate of the Investor.

10. AMENDMENT OF REGISTRATION RIGHTS.

No provision of this Agreement may be amended or waived by the parties from and after the date that is one Business Day immediately preceding the initial filing of a Registration Statement with the SEC. Subject to the immediately preceding sentence, no provision of this Agreement may be (i) amended other than by a written instrument signed by both parties hereto or (ii) waived other than in a written instrument signed by the party against whom enforcement of such waiver is sought. Failure of any party to exercise any right or remedy under this Agreement or otherwise, or delay by a party in exercising such right or remedy, shall not operate as a waiver thereof.

11. MISCELLANEOUS.

a. A Person is deemed to be a holder of Registrable Securities whenever such Person owns or is deemed to own of record such Registrable Securities. If the Company receives conflicting instructions, notices or elections from two or more Persons with respect to the same Registrable Securities, the Company shall act upon the basis of instructions, notice or election received from the registered owner of such Registrable Securities.

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b. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; or (ii) one (1) Business Day after deposit with a nationally recognized overnight delivery service, in each case properly addressed to the party to receive the same. The addresses for such communications shall be as set forth in the Purchase Agreement or at such other address and/or to the attention of such other person as the recipient party has specified by written notice given to each other party three (3) Business Days prior to the effectiveness of such change. Written confirmation of receipt (A) given by the recipient of such notice, consent, waiver or other communication, or (B) provided by a nationally recognized overnight delivery service, shall be rebuttable evidence of personal service, receipt by facsimile or receipt from a nationally recognized overnight delivery service in accordance with clause (i), or (ii) above, respectively.

c. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of New York. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts sitting in The City of New York, Borough of Manhattan, for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of any such court, that such suit, action or proceeding is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper. Each party hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof to such party at the address for such notices to it under this Agreement and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any manner permitted by law. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE, AND AGREES NOT TO REQUEST, A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY.

d. This Agreement and the Purchase Agreement and each of the other agreements entered into by the parties hereto in connection with the transactions contemplated by the Purchase Agreement (collectively, the "Transaction Documents") constitute the entire agreement among the parties hereto with respect to the subject matter hereof and thereof. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein and therein. This Agreement, the Purchase Agreement and Transaction Documents supersede all prior agreements and understandings among the parties hereto with respect to the subject matter hereof and thereof.

e. Subject to the requirements of Section 9, this Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties hereto.

f. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

g. This Agreement may be executed in identical counterparts, each of which shall be deemed an original but all of which shall constitute one and the same agreement. This Agreement, once executed by a party, may be delivered to the other party hereto by facsimile transmission or by e-mail in a ".pdf" format data file of a copy of this Agreement bearing the signature of the party so delivering this Agreement.

h. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

i. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent and no rules of strict construction

will be applied against any party.

j. This Agreement is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other Person.

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IN WITNESS WHEREOF, each Seller and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the Execution Date.

COMPANY:

TNF PHARMACEUTICALS, INC.

By: _____
Name: Joshua Silverman
Title: Executive Chairman

[COMPANY SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT]

IN WITNESS WHEREOF, each Seller and the Company have caused their respective signature page to this Registration Rights Agreement to be duly executed as of the Execution Date.

SELLER:

Signature block for individuals:

_____
Printed Name of Individual

_____
Signature of Individual
Dated: _____

Signature block for entities:

Printed Name of Entity

By: _____
Name: _____
Title: _____
Dated: _____

[ ]
Printed Name of Entity:

By: _____
Name: _____
Title: _____
Dated: _____

[ ]
Printed Name of Entity:

By: _____
Name: _____
Title: _____
Dated: _____

[SELLER SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT - TNFf]

SCHEDULE OF SELLERS

Seller	**Seller Address and E-mail**	**Seller's Representative's Address and E-mail**
[ ]		

SCHEDULE OF SELLERS

EXHIBIT A

PLAN OF DISTRIBUTION

We are registering the shares of Common Stock to permit the resale of these shares of Common Stock by the selling shareholders from time to time after the date of this prospectus. We will not receive any of the proceeds from the sale by the selling shareholders of the shares of Common Stock. We will bear all fees and expenses incident to our obligation to register the shares of Common Stock.

The selling shareholders may sell all or a portion of the shares of Common Stock beneficially owned by them and offered hereby from time to time directly or through one or more underwriters, broker-dealers or agents. If the shares of Common Stock are sold through underwriters or broker-dealers, the selling shareholders will be responsible for underwriting discounts or commissions or agent's commissions. The shares of Common Stock may be sold in one or more transactions at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. These sales may be effected in transactions, which may involve crosses or block transactions,

- on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale;
- in the over-the-counter market;
- in transactions otherwise than on these exchanges or systems or in the over-the-counter market;
- through the writing of options, whether such options are listed on an options exchange or otherwise;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales;
- sales pursuant to Rule 144;
- broker-dealers may agree with the selling security holders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

If the selling shareholders effect such transactions by selling shares of Common Stock to or through underwriters, broker-dealers or agents, such underwriters, broker-dealers or agents may receive commissions in the form of discounts, concessions or commissions from the selling shareholders or commissions from purchasers of the shares of Common Stock for whom they may act as agent or to whom they may sell as principal (which discounts, concessions or commissions as to particular underwriters, broker-dealers or agents may be in excess of those customary in the types of transactions involved). In connection with sales of the shares of Common Stock or otherwise, the selling shareholders may enter into hedging transactions with broker-dealers, which may in turn engage in short sales of the shares of Common Stock in the course of hedging in positions they assume. The selling shareholders may also sell shares of Common Stock short and deliver shares of Common Stock covered by this prospectus to close out short positions and to return borrowed shares in connection with such short sales. The selling shareholders may also loan or pledge shares of Common Stock to broker-dealers that in turn may sell such shares.

The selling shareholders may pledge or grant a security interest in some or all of the shares of Common Stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of Common Stock from time to time pursuant to this prospectus or any amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act of 1933, as amended, amending, if necessary, the list of selling shareholders to include the pledgee, transferee or other successors in interest as selling shareholders under this prospectus. The selling shareholders also may transfer and donate the shares of Common Stock in other circumstances in which case the transferees, donees, pledgees or other successors in interest will be the selling beneficial owners for purposes of this prospectus.

The selling shareholders and any broker-dealer participating in the distribution of the shares of Common Stock may be deemed to be "underwriters" within the meaning of the Securities Act, and any commission paid, or any discounts or concessions allowed to, any such broker-dealer may be deemed to be underwriting commissions or discounts under the Securities Act. At the time a particular offering of the shares of Common Stock is made, a prospectus supplement, if required, will be distributed which will set forth the aggregate amount of shares of Common Stock being offered and the terms of the offering, including the name or names of any broker-dealers or agents, any discounts, commissions and other terms constituting compensation from the selling shareholders and any discounts, commissions or concessions allowed or reallowed or paid to broker-dealers.

Under the securities laws of some states, the shares of Common Stock may be sold in such states only through registered or licensed brokers or dealers. In addition, in some states the shares of Common Stock may not be sold unless such shares have been registered or qualified for sale in such state or an exemption from registration or qualification is available and is complied with.

There can be no assurance that any selling shareholder will sell any or all of the shares of Common Stock registered pursuant to the shelf registration statement, of which this prospectus forms a part.

The selling shareholders and any other person participating in such distribution will be subject to applicable provisions of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder, including, without limitation, Regulation M of the Exchange Act, which may limit the timing of purchases and sales of any of the shares of Common Stock by the selling shareholders and any other participating person. Regulation M may also restrict the ability of any person engaged in the distribution of the shares of Common Stock to engage in market-making activities with respect to the shares of Common Stock. All of the foregoing may affect the marketability of the shares of Common Stock and the ability of any person or entity to engage in market-making activities with respect to the shares of Common Stock.

We will pay all expenses of the registration of the shares of Common Stock pursuant to the registration rights agreement, estimated to be [ ] in total, including, without limitation, Securities and Exchange Commission filing fees and expenses of compliance with state securities or "blue sky" laws; provided, however, that a selling shareholder will pay all underwriting discounts and selling commissions, if any. We will indemnify the selling shareholders against liabilities, including some liabilities under the Securities Act, in accordance with the registration rights agreements, or the selling shareholders will be entitled to contribution. We may be indemnified by the selling shareholders against civil liabilities, including liabilities under the Securities Act, that may arise from any written information furnished to us by the selling shareholder specifically for use in this

prospectus, in accordance with the related registration rights agreement, or we may be entitled to contribution.

Once sold under the shelf registration statement, of which this prospectus forms a part, the shares of Common Stock will be freely tradable in the hands of persons other than our affiliates.

Exhibit 10.4

TECHNOLOGY LICENSE AND DEVELOPMENT AGREEMENT

This Technology License and Development Agreement (the "**Agreement**") is made and entered into as of September 2, 2025 (subject to Section 10.1, the "**Effective Date**"), by and among **LightSolver Ltd.**, an Israeli company with its principal place of business at Yigal Alon 94b, 14th floor, Tel Aviv, Israel ("**LightSolver**" or "**LS**"); and **LPU Holdings LLC**, a Delaware limited liability company with its principal place of business at 600 Lexington Avenue, 32nd Floor, New York, New York 10022 ("**Newcorp**"). LS and Newcorp are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, LS has developed and owns proprietary laser processing hardware units (LPUs) and technology based on the physical principles of a laser cavity, which utilizes laser physics' inherent properties to perform rapid iterative operations, optimize constraint systems through built-in gain and loss mechanisms, and achieve high computational performance with minimal energy consumption;

WHEREAS, LS, Michael Vasinkevich and Nadav Kidron (collectively, the "**Newcorp Founders**") entered into that certain binding term sheet dated as of April 30, 2025 (the "**Term Sheet**"), establishing a framework for strategic business collaboration to develop, commercialize, and monetize a revenue-generating cryptocurrency mining business through direct mining operations and/or equipment sales, specifically utilizing LS's proprietary Machines and Technology (as such terms defined below);

WHEREAS, LS desires to grant to Newcorp, and Newcorp desires to obtain from LS, an exclusive license to use and commercialize the Machines and Technology solely for cryptocurrency mining applications, while preserving LS's rights in all other fields, all during the Term, subject to and in accordance with the terms and conditions of this Agreement;

WHEREAS, Newcorp desires LS to perform certain development work to develop, customize, configure, and enhance its proprietary Machines and Technology for cryptocurrency mining applications, and LS desires to perform such work, for which Newcorp will pay LS Non-Recurring Engineering Fees as set forth herein;

WHEREAS, concurrently with the execution of the Agreement, (i) TNF Pharmaceuticals, Inc., a Delaware corporation ("**TNFA**") will purchase from the owners of Newcorp (the "**Acquisition Sellers**"), and the Acquisition Sellers will sell to TNFA, one-hundred percent (100%) of the issued and outstanding equity of Newcorp pursuant to the MIPA (as defined below) (the "**Acquisition**"), and (ii) as consideration for such shares TNFA will, among other things, issue to the Acquisition Sellers that number of duly-authorized, fully-paid and non-assessable shares of TNFA's Series I Convertible Preferred Stock that represents, immediately after issuance and on an as-converted basis, nineteen and nine-tenths percent (19.9 %) of TNFA Common Stock; and

WHEREAS, in connection with the consummation of the Acquisition, Newcorp, as a wholly-owned subsidiary of TNFA, will deliver a cash payment and other contingent consideration (if any) to LS.

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

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

1.1. "**Affiliate**" means, with respect to any Person, any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.2. "**Business**" means commercial enterprise of developing, commercializing, and monetizing a revenue-generating cryptocurrency mining business through direct mining operations and/or equipment sales utilizing the Machines and Technology.

1.3. "**Collaborators**" means those employees, consultants, contractors or other Persons employed or engaged by LS to perform the LS's Development Work in accordance with the Development Plan.

1.4. "**Common Stock Equivalents**" means any securities of TNFA or its subsidiaries which would entitle the holder thereof to acquire at any time TNFA Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, TNFA Common Stock.

1.5. "**Completion Criteria**" means the specific, measurable, and objective criteria for determining whether a Development Milestone has been successfully completed, as set forth in the Development Plan.

1.6. "**Completion Certificate**" means the certificate substantially in the form attached hereto as **Exhibit C** that is executed by both Parties to confirm the successful completion of a Development Milestone.

1.7. "**Confidential Information**" means all non-public, confidential or proprietary information of a Party, whether in oral, written, electronic or other form or media, whether or not such information is marked, designated or otherwise identified as "confidential," and regardless of the manner in which it is disclosed, including, without limitation, all information concerning the Technology, Machines, LS IP Rights, past, present and future business affairs, products, services, research and development, designs, methods, processes, technical data, engineering information, financial information, procurement requirements, customer lists, business forecasts, sales and merchandising, and marketing plans, in each case to the extent non-public, confidential or proprietary.

1.8. "**Development Milestone**" means a specific, discrete phase or achievement in the Development Plan that, when completed, may trigger payment of corresponding NRE Fee installments or actions as set forth in this Agreement.

1.9. "**Development Phase**" means a major stage of development under the Development Plan, consisting of one or more Development Milestones.

1.10. "**Development Plan**" means the plan for development of the Technology and Machines for cryptocurrency mining applications as set forth in **Exhibit A** to be attached hereto upon agreement of the Parties, which may include: (a) description of the Development Work to be performed; (b) Development Phases and Development Milestones; (c) Completion Criteria for each Development Milestone; (d) timelines; and (e) NRE Fees payment.

1.11. "**Development Work**" means all engineering, design, research, development, customization, and testing activities performed by LS to develop and enhance the Technology and Machines specifically for cryptocurrency mining applications in accordance with the Development Plan.

1.12. "**Equity Offering**" means the issuance and sale of the TNFA Common Stock or Common Stock Equivalents in a public or private offering after the Effective Date; other than (i) TNFA's issuance of TNFA's Series H convertible preferred stock to certain investors, being consummated concurrently herewith (the "**Concurrent Equity Offering**"), or (ii) an Exempt Issuance; provided, further, that Equity Offering shall include all proceeds received by TNFA from the exercise of any warrants issued by TNFA.

1.13. "**Equity Offering Proceeds**" means, with respect to any Equity Offering, the aggregate proceeds received by TNFA from such Equity Offering.

1.14. "**Exempt Issuance**" means the issuance and sale of (a) shares of TNFA Common Stock or options to employees, unaffiliated consultants, officers or directors of TNFA pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of TNFA's board of directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to TNFA, (b) securities upon the conversion, exercise or exchange of securities outstanding as of the Effective Date which are exercisable or exchangeable for or convertible into shares of TNFA Common Stock, provided that such securities have not been amended since the date of the Agreement to increase the number of such securities or to decrease the exercise price, exchange price or conversion price of such securities (other than in connection with stock splits or combinations) or to extend the term of such securities, and (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of TNFA, provided that any such issuance shall only be to a person (or to the equityholders of a person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business synergistic with the business of TNFA and shall provide to TNFA significant benefits in addition to the investment of funds.

1.15. "**Fully-Diluted Basis**" means, for purposes of determining the aggregate amount of issued and outstanding shares of TNFA as of any measurement time, the issued and outstanding shares of TNFA Common Stock and all Common Stock Equivalents as of such time, assuming the conversion, exchange and exercise of all outstanding warrants, options or other rights to receive shares of TNFA Common Stock on an as-converted-to-TNFA Common Stock basis, and all other securities convertible into or exercisable or exchangeable for shares of TNFA Common Stock on an as-converted-to-TNFA Common Stock basis; provided, however, Fully-Diluted Basis shall not include the shares underlying (i) out-of-the money options or warrants and/or (ii) any other convertible securities or shares of preferred stock that are not treated as stockholders' equity on TNFA's balance sheet, until and unless any of the securities described in the foregoing clauses (i) and (ii) have been converted, exercised or exchanged into TNFA Common Stock or into Common Stock Equivalents which are treated as stockholders' equity on TNFA's balance sheet, at which time all such shares and shares of TNFA Common Stock underlying any such Common Stock Equivalents will be deemed issued and outstanding TNFA Common Stock and included in any such calculation.

1.16. "**Improvements**" means any and all improvements, modifications, enhancements, derivatives, or developments created, developed, conceived or acquired during the Term, whether by or on behalf of LS, Newcorp or any other Person, to the Technology; the Machines or Machine design, specifications, components, or manufacturing processes; or methods of utilizing, implementing, or deploying the Technology or Machines for cryptocurrency mining; but excluding Newcorp Developments.

1.17. "**LightSolver Patents**" or "**LS Patents**" means any of the following, if included within the LS IP Rights and required for the exercise of the License: (a) pending patent applications, issued patents, utility models and designs; (b) reissues, substitutions, confirmations, registrations, validations, re-examinations, additions, continuations, continued prosecution applications, continuations-in-part, or divisions of or to any of the foregoing; and (c) extensions, renewals or restorations of any of the foregoing by existing or future extension, renewal or restoration mechanisms, including supplementary protection certificates or the equivalent thereof.

1.18. "**LS IP Rights**" means all intellectual property rights throughout the world, whether existing under statute or common law, including: (a) patents, patent applications and patent rights; (b) trademarks, service marks, trade names, logos and other brand identifiers; (c) copyrights, copyright registrations and applications; (d) trade secrets and confidential know-how; (e) mask works; (f) proprietary rights in software and data; and (g) any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, in and to any of the following: (i) the Technology, (ii) the Machines and Machines' design, (iii) Improvements, or (iv) any other invention, discovery, development, method, process, composition, work, concept or idea; but excluding the Newcorp Developments.

1.19. "**Machines**" means LS's proprietary laser processing hardware units (LPUs) specifically configured for cryptocurrency mining applications.

1.20. "**Market Capitalization**" means, as of any Trading Day, the product of (a) the VWAP on such Trading Day, multiplied by (b) the total number of issued and outstanding shares of the TNFA Common Stock on such Trading Day.

1.21. "**Minimum Purchase Commitment**" means the minimum number of Machines that Newcorp must purchase during each year of the Term, as shall be set forth by the Parties in the Machine Supply Agreement.

1.22. "**MIPA**" means that certain Membership Interest Purchase Agreement, dated as of the date hereof, by and between Newcorp and TNFA.

1.23. "**Nasdaq**" means the Nasdaq Capital Market.

1.24. "**Gross Revenue**" means the gross revenue recognized in accordance with revenue recognition policy by Newcorp and/or Affiliates and/or Sublicensees from cryptocurrency mining operations using the Machines and Technology, the sale of Machines, or otherwise with the provision of products and/or services in connection with the foregoing.

1.25. "**Newcorp Developments**" means solely those patentable or non-patentable cryptocurrency mining application layer software innovations independently developed by or on behalf of Newcorp (including in the context of performing any Development Work) during the Term, which are new developments and are related specifically to said software's pure interface with the Machines (non-algorithmic).

1.26. "**Non-Recurring Engineering Fees**" or "**NRE Fees**" means the total aggregate amount of US$ 8,500,000 (eight million and five hundred thousand) to be paid by Newcorp to LS as compensation for the Development Work performed by LS, which shall be paid in installments upon achievement of Development Milestones as set forth in the Development Plan.

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

1.28. "**Revenue Sharing**" means the payments to be made by Newcorp to LS based on the percentages of Gross Revenue as set forth in **Exhibit B**.

1.29. "**SEC**" means the United States Securities and Exchange Commission.

1.30. "**Technology**" means LS's proprietary intangible technology necessary or useful to utilize the Machines solely for cryptocurrency mining applications, including, without limitation: (a) all relevant software, algorithms, programs, know-how, techniques, source and use code and any other relevant intellectual property, know-how and technology as is owned or held by LS as of the Effective Date; (b) any Improvement therein or new development created during the Term, whether by LS, Newcorp and/or any other Person.

1.31. "**TNFA Common Stock**" means TNFA's common stock, par value $0.001.

1.32. "**TNFA Warrants**" means whole warrants to purchase TNFA Common Stock, with each whole warrant exercisable for one TNFA Common Stock in customary format reasonably acceptable to LS.

1.33. "**Trading Day**" means any day on which the Nasdaq is open for trading.

1.34. "**Trading Market**" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, the New York Stock Exchange, the Pink Open Market, OTCQB or the OTCQX (or any successors to any of the foregoing).

1.35. "**VWAP**" means, for any date, the price determined by the first of the following clauses that applies: (a) if the TNFA Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the TNFA Common Stock for such date (or the nearest preceding date) on the Trading Market on which the TNFA Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), or (b) in all other cases, the fair market value of a share of TNFA Common Stock as determined by an independent appraiser selected in good faith by LS of a majority in interest of the TNFA Common Stock then outstanding and reasonably acceptable to Newcorp, the fees and expenses of which shall be paid by Newcorp.

2. LICENSE GRANT

2.1. **Exclusive License**. Subject to the terms and conditions of this Agreement, and upon payment of the Acquisition Consideration set forth in Section 7.6, LS hereby grant to Newcorp an exclusive, worldwide, revocable, non-transferable, sublicensable (as set forth in Section 2.4) license effective until the end of the Term ("**License**") under the LS IP Rights and limited to (a) use the Machines including the Technology and any Improvements incorporated therein, solely as installed, deployed and configured by LS, and solely as an end user of said Machines for the purpose of cryptocurrency mining applications, specifically, to perform computational operations that verify blockchain transactions in direct exchange for cryptocurrency rewards; (b) market, distribute, resell, or lease Machines incorporating the Technology to third-parties solely and specifically for such third parties end-use activity described in subsection (a); and (c) provide T1 (first tier) support to customers of the Machines as described in (b) above, as shall be further determined by the Parties under the Machine Supply Agreement (collectively, the "**License Scope**").

The License Scope expressly excludes all uses which are not specifically and directly involve cryptocurrency mining applications, and all other uses not expressly permitted hereunder. It is hereby clarified that LS retains all rights to use, license, and commercialize the Technology and the Machines for any and all applications, fields, and purposes outside of the License Scope.

2.2. **Customer Agreement**. Any grant of rights by Newcorp for its customers to access and use the Machines (and Technology as incorporated therein) in accordance with the License set forth in Section 2.1(b) shall be formalized through a written agreement between Newcorp and the respective customers. Each customer agreement shall incorporate provisions regarding rights, restrictions, and ownership that are consistent with those contained herein, and shall not include any terms or conditions that may adversely affect LS's rights and protection under this Agreement. Newcorp (including its employees, personnel, end-users, subcontractors, other representative and anyone acting on its behalf) shall comply with, and shall obtain its customers consent to license terms not exceeding the License Scope as well as to the License Restrictions set forth hereunder. Newcorp shall be liable to LS for customer's act or omission in breach of the License Scope and License Restrictions in the event that the relevant Newcorp customer agreement permits or does not restrict such an action on behalf the end customer or otherwise is in violation of the terms of this Section 2.2.

2.3. **Restrictions**. Newcorp shall not (directly or indirectly through its third parties) and shall not permit any of its customers or any other third parties to: (a) use the Technology and the Machines for any purpose outside the License Scope; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation of the Technology and/or the Machines and/or any part thereof; or (c) modify, adapt, or create derivative works of the Technology and/or the Machines, except as expressly permitted under this Agreement or with the prior written consent of the LS; (d) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on or in the Technology and the Machines; (e) use the Technology and/or the Machines in any manner that infringes, misappropriates, or otherwise violates any third-party rights; (f) use the Technology and/or the Machines to develop any product or service that competes with LightSolver's products and services including outside the field of cryptocurrency mining; (g) use the Machines and Technology for any way that violates applicable laws or regulations; or (h) assist any third party in doing any of the foregoing.

2.4. **Subcontracting**. Newcorp shall have the right to engage one or more subcontractors, distributors, resellers or similar intermediaries in connection with the performance of its activities under this Agreement (the "**Subcontractors**"), provided that Newcorp will remain liable to LS for any acts or omissions of said Subcontractors. In the event that Newcorp wishes to grant sublicenses under the License to third parties who are not Subcontractors, it may do so subject to the following terms: (i) the proposed sublicense shall be consistent with and in any event no less protective than, the terms of this Agreement, (ii) Newcorp will provide an advanced draft of the proposed sublicense agreement to LS prior to execution, (iii) LS will have fifteen(15) business days to provide comments to the draft, (iv) Newcorp will consider such comments in good faith, but shall not be obligated to integrate them, and (v) Newcorp will provide a fully executed copy of the sublicense agreement to LS.

2.5. **No Ownership Rights**. The License does not convey any ownership rights to Newcorp with respect to the LS IP Rights whatsoever, and no assignment or transfer of ownership in the LS IP Rights, including the Technology, shall occur under any circumstances. Newcorp acknowledges and agrees that LS is and will remain the sole and exclusive owner of all LS IP Rights. Newcorp shall not contest or challenge LS's ownership of the LS IP Rights before any office, court or other tribunal or agency concerned with the registration of intellectual property rights.

2.6. **License Consideration**. In consideration for the License granted hereunder, Newcorp shall pay to LS the Revenue Sharing payments set forth in **Exhibit B**.

2.7. **Marketing Quality Control**. All marketing, advertising, and promotional materials that reference LS, or that use LS's name, logo, trademarks, or other brand identifiers, shall: (a) comply with LS's brand guidelines, as provided to Newcorp and updated from time to time; (b) be submitted to LS for review and approval at least five (5) business days prior to publication or use, provided that approval will be deemed granted unless LS responds during such time period; and (c) not be published or used without LS's prior written approval, which approval in (a), (b), and (c) shall not be unreasonably conditioned, withheld, or delayed. Newcorp shall not make any false, misleading, or exaggerated claims regarding the Machines, Technology, or their performance in any marketing, advertising, or promotional materials. The Parties shall coordinate their marketing efforts related to the Machines and Technology, including aligning on key messaging and positioning.

2.8. **Trademarks**. Newcorp agrees that an LS logo and/or mark (collectively, the "**LS Mark**") compliant with LS's brand guidelines may appear on the Machines provided by LS under the Machine Supply Agreement (as defined below) and Newcorp will not remove or permit the removal thereof. LS hereby grants Newcorp a non-exclusive, non-royalty bearing right and license worldwide to use the LS Mark coextensively with its rights to commercially exploit and deploy the Machines during the Term provided in Section 2.1.

3. SUPPLY OF MACHINES

3.1. **Machine Supply Agreement**. The Parties acknowledge and agree that they intend to negotiate in good faith a Machine supply agreement prior to the completion of Development Phase 2, as defined in the Development Plan, which shall govern all aspects of Machine supply, sufficiency of quality and quantity of Machines, pricing, delivery terms, support and maintenance terms, periodic supply projections, ordering procedures and lead times, and related matters (the "**Machine Supply Agreement**"), and will execute such agreement upon the successful completion of Development Phase 2. Until execution of the Machine Supply Agreement, initial supply terms (the "**Initial Supply Terms**") will apply to orders for limited quantities of Machines for development, testing, and pilot purposes. The Initial Supply Terms shall be negotiated and mutually agreed upon by the Parties in good faith within sixty (60) days following the execution of this Agreement and, once agreed, will be added hereto as **Exhibit E**. Additional terms may be mutually agreed in writing by the Parties with respect to such initial supply. Notwithstanding the foregoing, should the Parties not agree on additional terms for the initial supply, nor reach agreement on the Machine Supply Agreement, the Initial Supply Terms will apply to the supply of the Machines until such time as the Parties agree to any modifications thereto or reach agreement on the Machine Supply Agreement.

3.2. **Minimum Purchase Commitment**. Following execution of the Machine Supply Agreement, Newcorp shall purchase at least the minimum periodic purchase commitment of Machines as set forth in the Machine Supply Agreement. If Newcorp fails to meet such Minimum Purchase Commitment and any reasonable cure mechanism agreed to by the parties, LS may, at its option, convert the License to a non-exclusive license upon written notice to Newcorp, subject to the terms of the Machine Supply Agreement.

3.3. **Machine Pricing**. The prices for Machines shall be as set forth in **Exhibit D**.

4. INTELLECTUAL PROPERTY

4.1. All LS IP Rights are and shall remain the sole and exclusive property of LS and automatically vest in LS, including without limitation: (a) all LS IP Rights existing as of the Effective Date; (b) all LS IP Rights developed or created during the Term whether by or on behalf of LS, Newcorp, or any other Person, including any Improvements; (c) all LS IP Rights resulting from or related to the Development Work performed by LS under Section 5; (d) all patents, patent applications, copyrights, trade secrets, trademarks, and any other form of intellectual property protection worldwide that protect, cover, or relate to the Technology and Machines. All Newcorp Developments are and shall remain the sole and exclusive property of Newcorp and automatically vest in Newcorp.

For clarity, payment of NRE Fees by Newcorp compensates LS for performing the Development Work but does not confer upon Newcorp any ownership rights in the LS IP Rights resulting from such Development Work. Newcorp's rights to use any LS IP Rights resulting from the Development Work are governed solely by the License granted in Section 2.

Newcorp shall, and shall cause its employees, agents, and contractors to, execute all documents and take all actions reasonably requested by LS to effectuate LS's ownership of LS IP Rights, including the filing and prosecution of patent applications, at the sole cost and expense of LS. LS shall, and shall cause its employees, agents, and contractors to, execute all documents and take all actions reasonably requested by Newcorp to effectuate Newcorp's ownership of Newcorp Developments, including the filing, prosecution, defense, and enforcement of patent applications and other intellectual property rights, at the sole, out-of-pocket, cost and expense of Newcorp.

4.2. As the exclusive owner of all LS IP Rights, LS shall have the sole right to register, maintain, and enforce all LS IP Rights, with reasonable cooperation from Newcorp where necessary (at LS's sole cost and expense), at its sole expense. Newcorp shall promptly notify LS of any infringement or misappropriation of the LS IP Rights of which it becomes aware. LS shall have the exclusive right to determine whether to initiate legal proceedings to enforce the LS IP Rights.

4.3. Notwithstanding the foregoing, if either Party obtains knowledge of any (i) infringement or misappropriation, anywhere in the world, of any LS IP Rights licensed hereunder or Newcorp Development, or (ii) an action by a third party alleging the invalidity, unenforceability or non-infringement of a LS Patent (collectively (i) and (ii), an "**Infringement**"), such Party shall promptly notify the other Party in writing to that effect. If LS does not, within ninety (90) days after its receipt or delivery of such a notice, commence a suit to enforce the applicable LS IP Rights against said Infringement, take other action to terminate such Infringement or initiate a defense against such Infringement, in such case, Newcorp shall have the right, but not the obligation, to commence such a suit or take such an action or defend against such Infringement at its own cost and expense ("**Newcorp Enforcement**"); *provided, however,* that such Infringement (i) having a material adverse effect on the Business, or (ii) causing substantial harm to Newcorp or its interests, each in the Business, pursuant to the terms of this Agreement ((i) and (ii), each "**Business-Related Infringement**"). In such event, LS shall take appropriate and reasonable actions in order to enable Newcorp to commence a suit or take the actions set forth in the preceding sentence. In any enforcement action by either Party for Business-Related Infringement , such Party shall be entitled to the sums recovered in such an action or dispute LS may at any time, upon reasonable written notice to Newcorp, assume control over the Newcorp Enforcement, provided that such an assumption of control does not prejudice Newcorp's or LS's rights and ability to enforce against the Business-Related Infringement in any way and that, as condition for LS assuming control as aforesaid, LS must first reimburse Newcorp for any costs and legal fees incurred with respect to the Newcorp Enforcement and undertake to pay any subsequent costs and legal fees related to the Newcorp Enforcement. In such event LS shall be entitled to the sums recovered in such a Newcorp Enforcement and may not terminate or settle the Enforcement Action without the prior written consent of Newcorp - such consent not to be unreasonably conditioned, withheld, or denied.

4.4. LS shall notify Newcorp of any decision to cease filing, prosecution and/or maintenance of any necessary or useful LS Patents for the License hereunder. LS shall provide such notice at least 30 days prior to any final filing or payment due date, or any other due date that requires action, in connection with such LS Patent. In such event, LS shall permit Newcorp, at its discretion and at its sole cost, to continue prosecution or maintenance of such LS Patent. Newcorp's prosecution or maintenance of such LS Patent shall not change the Parties' respective rights and obligations under this Agreement with respect to such LS Patent. In such event, LS shall take appropriate actions in order to enable Newcorp to commence a suit or take the actions set forth in the preceding sentence.

4.5. Notwithstanding anything to the contrary, LS shall make patent prosecution decisions (such as the filing of continuation and decisional applications, abandoning an application, changing claims in the course of prosecution or contentious proceedings, electing inventions, and presenting arguments in the course of prosecution of contentious proceedings) and file patent applications, at its sole discretion.

4.6. LS shall provide Newcorp with a copy of (i) all proposed responses and submissions for LS Patent to any patent authority at least 30 days in advance of filing, and (ii) all material documents exchanged between any Patent Office or patent authority and LS and/or its attorneys in connection with the prosecution, maintenance, and defense of the LS Patents under its control, including briefs, office actions, examinations, and correspondence. Newcorp shall have the right provide recommendations as to any said proposed response or submission and LS and its counsel shall consider all such recommendations in good faith before revising and filing each such submission to a patent authority.

4.7. LS and Newcorp's rights and obligations in Sections 4.4 – 4.6 shall be reversed, *mutatis mutandis*, in the event that Newcorp takes control over the maintenance or enforcement of any LS IP Rights as aforesaid and strictly to such an extent.

4.8. Escrow Arrangements.

4.8.1. Within ninety (90) days following the execution of this Agreement, the Parties shall enter into an escrow agreement with a mutually agreed escrow agent (the "**Escrow Agent**"), in the form and substance mutually acceptable to the Parties (the "**Escrow Agreement**"), according to which LS shall, within thirty (30) days following the successful completion of all Development Phases under the Development Plan, deposit into escrow the production and assembly documentation files and materials (including all reasonably necessary software in object and source code) for Machine operation, including technical specifications for routine maintenance, operational manuals and documentation, and interface protocol necessary for cryptocurrency mining operations, all solely as necessary for Newcorp to maintain and operate the Machines for cryptocurrency mining applications as licensed in this Agreement (the "**Escrowed Material**"). LS shall update the Escrowed Material on a current basis to reflect all Improvements thereto on a semi-annual basis. Newcorp shall have the right to cause the Escrow Agent to inspect the Escrowed Material so deposited to confirm compliance with this section. Newcorp will assume the out-of-pocket cost and expense associated with the Escrow Agreement and the foregoing arrangements.

4.8.2. The Escrowed Material shall be released from escrow to Newcorp only upon the occurrence of (i) a material and persistent breach by LS of its obligations under mutually agreed service level obligations to support and maintain Machines (set forth in writing under the Machines Supply Agreement or related service level agreement) which is not cured within 60 days of receipt of Newcorp's written notice thereof, and *provided* that such breach: (a) results in Machines in such number having a material adverse effect on the Business, being substantially inoperable for their intended cryptocurrency mining purpose for a continuous period exceeding sixty (60) days despite Newcorp's commercially reasonable mitigation efforts or despite workaround provided by or on behalf of LS; (b) cannot be addressed through alternative support arrangements of LS' third-party subcontractors; and (c) is not due to Newcorp's misuse, modification, or failure to follow operating procedures, or due to any force majeure event, or (ii) LS board of directors resolves to either wind down the LS operations or ceases to conduct business, or (iii) commencement of a bankruptcy or insolvency proceeding against LS which is not dismissed within 90 days following initiation thereof. Upon any request as aforesaid by Newcorp, the procedures set out in the Escrow Agreement shall be followed. If the Escrowed Material is properly released from escrow to Newcorp, Newcorp shall be automatically granted, free of charge, a non-exclusive, non-transferable, limited license to use, the Escrowed Material solely for the purpose of continuing to exercise its rights under the License with respect to (i) the maintenance and operation of the Machines already in Newcorp's possession; (ii) continuing cryptocurrency mining operations using such Machines; (iii) and providing basic maintenance support to existing end-use customers. Such license explicitly excludes any right to: manufacture new Machines, modify or develop the Technology, use the Technology for any purpose other than cryptocurrency mining, or sublicense the Escrowed Materials. Such limited license shall continue only for the remaining useful life of the Machines in Newcorp's possession at the time of the Escrowed Materials release ("**Escrow License Term**"). All Revenue Sharing obligations under this Agreement shall continue in full force and effect during the Escrow License Term for any revenue generated using the Escrowed Materials. As each Machine reaches the end of its useful life, the license rights with respect to that Machine shall automatically terminate. No new Machines may be manufactured or acquired for use under this escrow license. The release of Escrowed Materials shall not prejudice any other rights or obligations of the Parties under this Agreement, including LS's ownership of all LS IP Rights and Newcorp's payment obligations. All of the foregoing shall be subject to the regulatory requirements under the Israeli Law for the Encouragement of Research and Development in Industry – 1984.

4.8.3. Immediately following the execution of the Escrow Agreement, LS shall apply to the Israel Innovations Authority (the "**IIA**") for the approval of the Escrow Agreement and the arrangements set out herein. Prior to submitting the application, LS shall provide an advance copy of such application to Newcorp whose counsel will have the right review and provide comments on the application, which comments shall be considered by LS in good faith. LS will update Newcorp on a current basis regarding material communications and correspondence with the IIA regarding the application and will provide a copy of the approval received from the IIA. LS will otherwise comply with the rules, directives, regulations and laws applicable to LS with respect to the escrow arrangements contemplated herein.

5. DEVELOPMENT

5.1. **Development Work**. LS shall perform the Development Work in accordance with the Development Plan and the terms and conditions of this Agreement. The Parties shall act promptly and use reasonable best efforts to mutually agree on a Development Plan to be attached as **Exhibit A**. LS shall use its reasonable best efforts to complete the Development Work according to the timelines set forth in the Development Plan. LS shall be solely responsible for all costs, expenses, labor, materials, and resources required to perform the Development Work, which are compensated by the NRE Fees. The Development Plan may be modified from time to time by mutual written agreement of the Parties. Any material modifications to the Development Plan shall require the approval of LS.

5.2. **Collaborators**. LS shall engage qualified Collaborators to perform the Development Work in accordance with the Development Plan. LS shall enter into written agreements with such Collaborators, which shall be consistent with the terms of this Agreement, and shall remain liable to Newcorp for the performance of all of its obligations under this Agreement.

5.3. **Development Milestone Verification**.

5.3.1. The completion of each Development Milestone in the mutually agreed Development Plan in **Exhibit A** shall be verified in accordance with the following procedures: (a) when LS believes a Development Milestone has been successfully completed, LS shall notify Newcorp in writing; (b) within fifteen (15) business days after receipt of such notice, the JSC shall inspect and test the Technology and/or Machines, as applicable, to verify that the Development Milestone has been successfully completed in accordance with the applicable Completion Criteria; (c) if the JSC determines that the Development Milestone has been successfully completed, the Parties shall execute a Completion Certificate; (d) if the JSC determines that the Development Milestone has not been successfully completed, Newcorp shall provide LS with a written description of the deficiencies; and (e) in such event, LS shall correct the deficiencies within reasonable timeframe (which in any case, shall not exceed sixty (60) days) and resubmit the Development Milestone for verification. This process shall repeat no more than one additional time, and thereafter – if LS failed to correct any deficiencies with the applicable Development Milestone – Newcorp has the right to terminate this Agreement upon providing written notice to LS. Upon such termination, NRE Fees previously paid for completed and accepted Development Milestones shall remain non-refundable – subject, however, to the arrangements set out in Section 10.5. For the specific Development Milestone that failed verification as set forth in this Section 5.3.1 above, Newcorp shall be entitled to a refund calculated as follows: the NRE Fee amount allocated to such failed Development Milestone, less any documented costs actually incurred or irrevocably committed to (even if not yet expended) by LS in attempting to achieve such Development Milestone, including, for example, human resources remuneration and related expenses, payments to third-party vendors, non-refundable deposits for equipment, or irrevocable commitments, and materials and equipment procured for such Development Milestone, provided that LS provides reasonable documentation of such costs to Newcorp.

5.3.2. A Development Milestone shall be deemed successfully completed only upon execution of a Completion Certificate by both Parties or upon resolution of any dispute regarding completion in favor of LS.

5.3.3. LS shall (i) provide Newcorp with periodic written reports ("**Development Reports**") not less than once per month concerning all material activities undertaken in respect of the Development Plan, (ii) keep Newcorp informed on a timely basis concerning all material progress in the Development Plan, and (iii) at Newcorp's reasonable written request, from time to time, provide Newcorp with information relating to the progress of the Development Plan. If progress in respect of the Development Plan differs from that anticipated in the Development Plan or a preceding Development Report, LS shall endeavor to explain, in its Development Report, the reason therefor and shall prepare a modified Development Plan. LS shall also make reasonable efforts to provide Newcorp with any reasonable additional data that Newcorp reasonably requires to evaluate the performance of LS hereunder.

5.4. **Project Management**.

5.4.1. **Formation**. Within 30 days after the Effective Date, the Parties shall establish a joint steering committee (the "**JSC**") to oversee and coordinate the performance of the Development Plan. Each Party shall appoint 2 representatives to the JSC, each of whom is an officer or employee of the applicable Party having sufficient seniority within such Party to make decisions arising within the scope of the JSC's responsibilities. Each Party may replace its JSC representatives upon written notice to the other Party provided that such replacement meets the requirements set forth above.

5.4.2. **Powers; Decision Making**. Notwithstanding anything to the contrary in this Agreement, the JSC shall have ultimate and final decision-making authority with respect to the performance of the Development Plan, including but not limited to the direction, scope, prioritization, and execution of the Development Work. In the event of any dispute or disagreement between the Parties concerning the direction of the implementation and performance of the Development Plan, the suitability and performance of any employee of LS to continue on the Development Work, and any other matter relating to the Development Plan, such dispute shall be submitted to the JSC for resolution, and the decision of the JSC shall be final and binding on the Parties. All decisions of the JSC shall be made by a majority vote, with each representative having one (1) vote; *provided, however*, that in the event of a deadlock over a material aspect regarding the implementation and performance of the Development Plan including suitability of any LS employee for the Development Work and any matter relating to changes in the Development Plan, the representatives of Newcorp shall have a deciding vote acting in good faith.

5.4.3. **Meetings**. The JSC shall hold meetings at such times as it elects to do so, but in no event shall such meetings be held less frequently than once per calendar quarter. Meetings of the JSC may be held in person, by video teleconference.

5.5. **Cryptocurrency Experts, Training and Support**.

5.5.1. Newcorp shall engage and make available to the Business a cryptocurrency expert (the "**Cryptocurrency Expert**") who shall assist in the development of the Business throughout the Term of this Agreement.

5.5.2. The Cryptocurrency Expert shall: (a) have substantial experience and expertise in cryptocurrency mining operations, blockchain technology, and related fields; (b) dedicate sufficient time to the Business to fulfill their role in the development of the Technology and Machines for cryptocurrency mining applications; (c) contribute to the planning and execution of the Development Plan; (d) provide technical feedback and industry insights to enhance the development of the Technology and Machines for optimal performance in cryptocurrency mining applications; (e) assist in evaluating market conditions, trends, and opportunities relevant to the Business; and (f) collaborate with LS's Collaborators to ensure alignment between market requirements and technological capabilities.

5.5.3. Newcorp shall be responsible for all costs associated with engaging the Cryptocurrency Expert, and such costs shall not be included in the calculation of the NRE Fees under Section 7.

5.5.4. Training. LS will provide training to Newcorp's personnel in connection with the operation, marketing, sale, maintenance and support of the Machines and Technology. Such training will be provided at least twice per year for two-day sessions at mutually convenient times and locations at no additional charge to Newcorp. Each party will bear its own travel, lodging and food expenses related to such training.

6. **ADDITIONAL SUPPORT**.

Upon Newcorp's reasonable request and subject to pre-existing confidentiality obligations, LS will make the following information and material reasonably available to Newcorp: (i) relevant data, information, and documents regarding the Technology, the Machines and Improvements, namely user and technical manuals, advertising and marketing information, , all as are reasonably necessary for the exercise of the License, and which are in LS's possession or control; and (ii) periodic updates (to be made no less than once every calendar quarter) concerning the existence of any material and commercially finalized Improvements necessary or useful for the Business, or material regulatory issues with respect to the Technology, the Machines and Improvements (including correspondence with applicable regulatory authorities anywhere in the world).

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7. COMPENSATION AND PAYMENT

7.1. **NRE Fees**. Newcorp shall pay LS the NRE Fees in installments as set forth in the Development Plan. Upon the successful completion (and execution of a Completion Certificate or a determination by a competent court or arbiter that such should have been issued) of each applicable Development Milestone, the applicable installment of the NRE Fees for the next applicable Development Milestones will be remitted, all with the specific payment schedule set forth in the Development Plan. Upon execution of a Completion Certificate for the applicable Development Milestone, Newcorp shall pay the corresponding next NRE Fee installment to LS within 30 days. All NRE Fees are non-refundable regardless of any subsequent events, including termination of this Agreement, but subject to the provisions of Section 5.3.1 above.

7.2. **Revenue Sharing**. In consideration of the License granted under Section 2, Newcorp shall pay LS Revenue Sharing as calculated in accordance with **Exhibit B**. Revenue Sharing payments shall be calculated quarterly and paid within thirty (30) days after the end of each calendar quarter.

7.3. **Reporting**. Each of Newcorp and TFNA shall maintain complete and accurate records of all revenue from the Business and other Milestone Events (as listed in Section 7.7 below) and applicable, and shall provide LS with detailed quarterly revenue reports within fifteen (15) days after the end of each calendar quarter. Such reports shall include, as applicable to each of Newcorp and TFNA: (a) gross revenue by source and type; (b) if applicable, all deductions claimed in calculating Revenue Sharing; (c) a detailed calculation of the Revenue Sharing payment due; (d) Contingent Consideration Events; and (e) copies of relevant financial statements and revenue documentation. Upon reasonable notice and prior coordination, and no more than once every six (6) months, LS shall have the right to audit Newcorp's relevant records to verify the accuracy of Revenue Sharing payments or other payments due in accordance with Section 7.7 below.

7.4. **Invoicing and Payment.**

7.4.1. LS shall invoice Newcorp for: (a) NRE Fee installments upon execution of the applicable Completion Certificate; (b) Revenue Sharing payments (after crediting as provided in Section 7.2) within fifteen (15) days after the end of each calendar quarter.

7.4.2. Newcorp shall pay each undisputed invoice within thirty (30) days after receipt.

7.4.3. If Newcorp disputes any invoice or portion thereof, Newcorp shall notify LS in writing within fifteen (15) days after receipt of the invoice, specifying the disputed amount and the basis for the dispute. The Parties shall work in good faith to resolve any disputes as promptly as possible. Newcorp shall pay any undisputed portion of the invoice in accordance with Section 7.4.2.

7.5. **Taxes.** All NRE Fees and Revenue Sharing payments are exclusive of taxes. Newcorp shall be responsible for all sales, use, value-added, and similar taxes applicable to such payments, excluding taxes based on LS's net income.

7.6. **Acquisition Consideration**. In addition to the fees payable under Section 7.1 and Section 7.2, no later than one (1) business day after the Effective Date, Newcorp shall make a one-time cash payment to LS equal to the greater of (i) 25% of the Equity Offering Proceeds received by TNFA from the Concurrent Equity Offering and (ii) $1,500,000 ("**Acquisition Consideration)**.

7.7. **Contingent Consideration.** Promptly upon the occurrence of any of the events set forth in the table below under "Milestone Event" (each, a "**Milestone Event**"), Newcorp shall deliver, or caused to be delivered, to LS the consideration set forth in the table below under "Milestone Payment" that is opposite the Milestone Event that has occurred (each such amount, a "**Milestone Payment**"). Each Milestone Payment that becomes payable hereunder shall be due within three (3) business days of the achievement or occurrence of the event that gives rise to such Milestone Payment.

Milestone Event	**Milestone Payments**
TNFA consummates any Equity Offering.	With respect to each Equity Offering, the applicable Milestone Payment shall be equal to the sum of: (i) 6.25% of the Equity Offering Proceeds received by TNFA from such Equity Offerings Proceeds to the extent that such Equity Offering Proceeds are, collectively with the Equity Offering Proceeds from any previous Equity Offerings, less than or equal to $8,000,000 (the "**Additional Initial Equity Raise Hurdle**"); plus (ii) 5% of the of the Equity Offering Proceeds received by TNFA from Equity Offerings to the extent that such Equity Offering Proceeds are, collectively with the Equity Offering Proceeds from all previous Equity Offerings (other than Equity Offerings in respect of which Milestone Payments have already been delivered to LS under clause (i)), greater than $8,000,000 and less than or equal to $50,000,000.
(i) TNFA consummates any Equity Offering and (ii) as a result of such Equity Offering, the aggregate proceeds received by TNFA from all Equity Offerings (including the Concurrent Equity Offering) equal or exceed $50,000,000.	A one-time Milestone Payment (the "**One-Time Milestone Payment**") comprised of a number of shares of TNFA Common Stock ("**Milestone Shares**") equal to the product of (i) 50% multiplied by (ii) a number of shares that, collectively with all TNFA Common Stock and Common Stock Equivalents previously issued to (x) the Acquisition Sellers in connection with the Acquisition and (y) LS pursuant to this Agreement (in each case, on an as-converted-to-common-stock basis, ignoring for such purposes any conversion limitations therein), would, on an as-converted-to-common-stock basis, represent 10% of all the issued and outstanding shares of TNFA on a Fully-Diluted Basis.

During the period commencing on the ninetieth (90th) day after the date hereof and at anytime thereafter (the "**Market Cap Period**"), the Market Capitalization is equal to or greater than $100,000,000 for a period of ten (10) consecutive Trading Days (the "**Initial Market Cap Condition**").	If the Initial Market Cap Condition is satisfied at such time as the One-Time Milestone Payment has not been satisfied, $1,750,000 (the "**Initial Market Cap Payment**"), which shall be payable, at TNFA's election, in cash, equity or partly in cash and partly in equity, provided that any portion of the Initial Market Cap Payment payable in equity shall be delivered in the form of freely tradeable shares of registered TNFA Common Stock or, if freely tradeable registered shares are not available at the time the Initial Market Cap Payment comes due, TNFA may deliver to LS shares of preferred stock, convertible into shares of TNFA Common Stock and accruing dividends at a rate of 7.0% per annum, and with such other terms as TNFA and LS, cooperating in good faith, mutually agree (the "**Initial Market Cap Payment Shares**"). Within fifteen (15) days after the issuance of Initial Market Cap Payment Shares (if any), TNFA shall file with the SEC an initial Registration Statement on Form S-3 (if such form is available for use by TNFA at such time) or, otherwise, on Form S-1, covering the Initial Market Cap Payment Shares, and TNFA shall use its reasonable best efforts to have such Registration Statement and any amendments thereto declared effective by the SEC at the earliest possible date. However, if the One-Time Milestone Payment has been satisfied prior to the date on which the Initial Market Cap Condition is satisfied, then TNFA shall be relieved of its obligation to make the Initial Market Cap Payment, and LS shall have no right to receive the Initial Market Cap Payment hereunder.
During the Market Cap Period, the Market Capitalization is equal to or greater than $250,000,000 for a period of ten (10) consecutive Trading Days.	A number of shares of TNFA Common Stock (the "**Additional Market Cap Payment**") that, at the time of issuance, would, on as-converted-to-common-stock basis, constitute 2% of TNFA's issued and outstanding shares on a Fully-Diluted Basis (such obligation, for the avoidance of doubt, being non-exclusive with the Initial Market Cap Payment set forth immediately above). Shares delivered to LS in respect of the Additional Market Cap Payment, together with shares (if any) comprising the Initial Market Cap Payment, and the Market Cap Warrants (as defined below) are collectively referred as the "**Market Cap Milestone Securities**".
During the Market Cap Period, the Market Capitalization is equal to or greater than $500,000,000 for a period of ten (10) consecutive Trading Days.	A newly-issued TNFA Common Stock purchase warrant of TNFA with an exercise price per share equal to the VWAP as of the date such Milestone Event is achieved (the "**Market Cap Warrants**") exercisable for a number of shares of TNFA Common Stock that, if exercised at the time of such Milestone Event, on an as-converted-to-common-stock basis and ignoring any conversion limitations therein), would constitute 2% of all the issued and outstanding shares of TNFA Common Stock on a Fully-Diluted Basis as of such date. Notwithstanding the foregoing, such Market Cap Warrants shall only become exercisable if Newcorp completes or enters into a strategic transaction or strategic advisory arrangement or partnership with a digital asset company within six (6) months of the Closing Date and, if it does not, then the Market Cap Warrants shall expire worthless. For the avoidance of doubt, the obligation to issue the Market Cap Warrants is non-exclusive with the Initial Market Cap Payment and Additional Market Cap Payment obligations set forth above.
Newcorp achieving Gross Revenue of $1,000,000.	An amount in cash equal to $500,000.

7.7.1. Notwithstanding anything herein to the contrary, if the Agreement is, at any time after the date of the Effective Date, terminated for any reason (or no reason), or Newcorp's or TNFA's rights under the Agreement are otherwise materially and adversely modified, then Newcorp shall thereupon automatically and immediately be relieved from its obligation to make any additional Milestone Payments, and LS shall have no right to receive any further consideration hereunder.

7.7.2. Notwithstanding anything to the contrary in Section 7.7, to the extent that LS determines, in its sole discretion, that LS (together with LS's affiliates, and any person acting as a group together with LS or any of LS's affiliates) would beneficially own (as determined in accordance with Section 13(d) of the Exchange Act) in excess of 4.9% of the issued and outstanding TNFA Common Stock on the date in question, in lieu of purchasing receiving shares of TNFA Common Stock, LS may elect to receive a prefunded warrant or preferred stock (the form and substance of which shall be reasonably agreed to by LS and TNFA) which instrument shall maintain LS's beneficial ownership below 4.9%.

7.7.3. TNFA shall, as promptly as practicable, and in any event within 60 days following the Effective Date, call a stockholder meeting to seek approval pursuant to the rules of the principal Trading Market from TNFA's stockholders of the issuance of (i) shares included in Milestone Payments and Market Cap Milestone Payments and (ii) shares underlying the Market Cap Warrants. Until such approval is obtained, TNFA shall not be obligated to issue shares of TNFA Common Stock to the extent that it would otherwise violate the rules of the Trading Market until such stockholder approval is obtained, provided, however, that upon obtaining such approval, Newcorp shall, within two (2) Trading Days, deliver to LS any shares that would otherwise have been issuable but for the failure to obtain such approval.

7.7.4. LS is acquiring the Milestone Shares, Initial Market Cap Payment Shares, and the Market Cap Milestone Securities, if any (collectively, the "**Share Consideration**"), solely for LS's own account for investment purposes and not with a view to, or for offer or sale in connection with, any distribution thereof. LS acknowledges that the securities included in the Share Consideration are not, upon issuance hereunder and will not, at the time such securities are initially issued be, registered under the Securities Act, or registered under any state securities laws, and that the securities included in the Share Consideration may not be transferred or sold except pursuant to the registration provisions of the Securities Act, or pursuant to an applicable exemption therefrom and subject to state securities laws and regulations, as applicable.

7.7.5. If any Share Consideration are not then registered for resale or eligible for resale under Rule 144 and TNFA shall determine to prepare and file with the Securities and Exchange Commission a registration statement under the Securities Act of 1933, as amended of any of its securities (other than a registration statement related to an offering of securities for TNFA own account and other than a registration statement on Form S-4 or Form S-8), then TNFA shall use its commercially reasonable efforts to include in such registration statement all of such Share Consideration.

7.7.6. Notwithstanding anything herein to the contrary, any and all fees or other payments made pursuant to Sections 7.6 and 7.7 shall be non-refundable and shall not be subject to any of the restrictions set forth in this Agreement, including, without limitation, as set forth in Section 5.3.1. For the avoidance of any doubt, the use by LS of any of the fees and other payments in Sections 7.6 and 7.7 shall not be limited to the Development Work and the Business, or otherwise, and LS shall be entitled to use such payments without limitations, at its sole and absolute discretion.

8. CONFIDENTIALITY

8.1. Each Party acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other Parties.

8.2. Each Party agrees: (a) to keep confidential the Confidential Information of the other Parties; (b) not to disclose such Confidential Information to any third party without the prior written consent of the disclosing Party; (c) to use such Confidential Information only for the purposes of performing its obligations or exercising its rights under this Agreement; and (d) to take all reasonable precautions to prevent unauthorized disclosure or use of such Confidential Information, including, without limitation, ensuring that each of its employees, officers, directors, and agents who has access to such Confidential Information is aware of and complies with the confidentiality obligations under this Agreement.

8.3. The obligations set forth in Section 8.2 shall not apply to Confidential Information that: (a) is or becomes publicly known through no fault of the receiving Party; (b) was known to the receiving Party prior to disclosure by the disclosing Party, as evidenced by the receiving Party's written records; (c) is rightfully received from a third party without a duty of confidentiality; (d) is independently developed by the receiving Party without reference to the disclosing Party's Confidential Information, as evidenced by the receiving Party's written records; or (e) is required to be disclosed by law or court order, provided that the receiving Party gives the disclosing Party prompt notice of such requirement and cooperates with the disclosing Party in seeking a protective order or other appropriate remedy.

8.4. The obligations set forth in this Section 8 shall survive for ten (10) years following termination of this Agreement.

8.5. Upon termination of this Agreement or upon the disclosing Party's request, the receiving Party shall promptly return to the disclosing Party all Confidential Information of the disclosing Party in its possession, including all copies and extracts thereof.

9. REPRESENTATIONS AND WARRANTIES

9.1. **Mutual Representations and Warranties**. Each Party represents and warrants to the other Party that: (a) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms; (d) in carrying out and/or exercising the rights and obligations under this Agreement, each party including any Newcorp in its sublicensing or distribution activities, will comply with, and maintain customary measures and procedures to ensure compliance with applicable laws and regulations, including without limitation all applicable export control laws, sanctions, anti-corruption laws, and cryptocurrency regulations.

9.2. **LS Representations and Warranties**. LS further represents and warrants to Newcorp that: (a) LS owns all right, title, and interest in and to the Technology and Machines; (b) LS has the right to grant the License to Newcorp as set forth in this Agreement; (c) the Technology and Machines do not infringe upon the intellectual property rights of any third party; and (d) LS has not granted any rights to any third party that would conflict with the rights granted to Newcorp under this Agreement.

9.3. **Disclaimer of Warranties**. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, EACH PARTY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY, MACHINES, DELIVERABLES, OR ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10. TERM AND TERMINATION

10.1. Term. This Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 10.2 (the "Term"). For the avoidance of doubt and notwithstanding anything contained herein to the contrary, the Effective Date shall only occur and the Term will only commence, and the obligations of LS under this Agreement and of Newcorp to make any payment under Article 7 of this Agreement, shall commence upon the consummation of the transactions contemplated by the MIPA, including the Acquisition.

10.2. Termination. This Agreement may be terminated as follows: (a) by mutual written agreement of the Parties; (b) by a Party, if the other Party materially breaches any provision of this Agreement and such breach remains uncured for more than thirty (30) days after written notice from the other Party, provided that "material breach" is limited to a material, uncured breach of Sections 2 (*License Grant*), 3.3 (*Machine Pricing*), 4 (*Intellectual Property*), 7.2 (*Revenue Sharing*), 7.3 (Revenue Reporting), 7.4 (*Invoicing and Payment*), 8 (*Confidentiality*), 9 (*Representations and Warranties*) and the Machine Supply Agreement; (c) by a Party, if the other Party becomes insolvent, makes an assignment for the benefit of creditors, or becomes subject to bankruptcy or similar proceedings; (d) by a Party, if the other Party assigns or attempts to assign this Agreement or any rights or obligations hereunder without such a Party's prior written consent; (e) by Newcorp, if the Parties are unable to mutually agree on the Development Plan or if LS fails to successfully complete a Development Milestone as set forth in Section 5.3.1 above; or (f) for convenience for any reason by Newcorp upon written notice to the Parties, *provided that* if Newcorp terminates under this sub-section (f) it will waive any right to repayment under Section 10.5.

10.3. **Conversion to Non-Exclusive License.** The License may be converted from exclusive to non-exclusive upon written notice from LS to Newcorp under the following circumstances: (a) Failure to satisfy the Minimum Purchase Commitment for Machines; or (b) Failure to pay any NRE Fee or Revenue Sharing within 30 days of its due date; provided, however, that in each case (a) and (b) prior to any such conversion LS must notify Newcorp of the relevant failure and Newcorp shall thereafter have an additional 30 days to place purchase orders for the deficient quantity to meet the Minimum Purchase Commitment or make payment of the NRE Fee or Revenue Sharing, as applicable, and, if such order is placed or payment is made, as applicable, no such conversion shall occur.

10.4. **Effect of Termination.** Upon termination of this Agreement: (a) all rights granted to Newcorp under this Agreement shall cease; (b) Newcorp shall immediately cease all use of the Technology; (c) LS shall immediately cease performing Development Work; (d) any unpaid NRE Fees for Development Milestones that have been completed and verified shall become due and payable subject to Section 7.1; (e) all NRE Fees for completed Development Milestones and any other payment or consideration made shall remain non-refundable, and any refund obligations for uncompleted Milestones shall be governed by Section 5.3.1, except that Newcorp shall not be entitled to such a refund in the event of termination due to Newcorp's material breach as set forth in Section 10.2(a) above; (f) Newcorp shall return to LS all Machines of LS in its possession, which it is no longer permitted to use or sell, in good working condition (reasonable wear and tear excepted) and LS will refund the purchase price paid by Newcorp to LS, less depreciation at one percent (1%) per month from the delivery date thereof; (g) each Party shall return to the other Party all Confidential Information of the other Party in its possession; and (h) the provisions of Sections 4.1, 4.8, 8, 9.3, 10.4, 10.5, 11 and 12 shall survive termination.

10.5. **Post-Termination Repayment by LS to Newcorp.** This Section shall apply only if, (a) upon termination of this Agreement by Newcorp due to LS' uncured material breach as described in Sections 10.2(a) above, or due to LS' failure to successfully complete a Milestone Development as described in 10.2(e) and 5.3.1 above; and (b) within four (4) years following said termination of this Agreement, LS or its Affiliates either (i) commercialize or operate a Business or (ii) enter into a commercial agreement with a third party to develop, commercialize, or operate a Business (collectively, a "**Business Relaunch**"), **then notwithstanding any other rights Newcorp might have under this Agreement:**

Upon occurrence of a Business Relaunch, LS shall repay to Newcorp the NRE Fees through revenue sharing at the rate of five percent (5%) of LS's gross annual revenue derived from cryptocurrency mining operations from the Business Relaunch, up to an amount totaling the actual NRE Fees paid by Newcorp to LS under this Agreement, less any amounts previously refunded. Payments shall be made annually within sixty (60) days after the end of each calendar year, accompanied by a statement of cryptocurrency mining revenues for such year. This Section 10.5 constitutes LS's sole obligation regarding post-termination use of the Technology.

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11. LIMITATION OF LIABILITY; INDEMNIFICATION

11.1. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS AND THE INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, LOSS OF USE, OR LOSS OF DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2. EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS OR VIOLATIONS OF INTELLECTUAL PROPERTY RIGHTS AND THE INDEMNIFICATION OBLIGATIONS HEREIN, EACH PARTY'S TOTAL LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID AND PAYABLE BY NEWCORP TO LS UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

11.3. **Indemnification by LS**. LS shall defend, indemnify, and hold harmless Newcorp and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that arise out of or result from any claims, suits, proceedings or causes of action brought by a third party to the extent alleging, arising from or based on: (a) any gross negligence or willful misconduct by LS or any Collaborator in connection with the performance of the Development Work; or (b) any claim that the Technology, Machines, or Development Work performance infringe upon the intellectual property rights of any third party; provided, however, that LS shall have no obligations under this Section 11.3(b) with respect to claims strictly to the extent arising out of: (i) modifications to the Technology made by or on behalf of Newcorp without LS's authorization; (ii) combination of the Technology with products or processes not provided by LS; or (iii) Newcorp's use of the Technology in a manner outside the scope of the License or in violation of this Agreement.

11.4. **Indemnification by Newcorp**. Newcorp shall defend, indemnify, and hold harmless LS and its officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that arise out of or result from any claims, suits, proceedings or causes of action brought by a third party to the extent alleging, arising from or based on: (a) any gross negligence or willful misconduct by Newcorp in connection with its use of the Technology, Machines, or operation of the Business; (b) any bodily injury, death, or damage to real or tangible personal property caused by Newcorp; or (c) any claim that Newcorp's use of the Technology or Machines outside the scope of the License or in violation of this Agreement infringes upon the intellectual property rights of any third party.

11.5. **Indemnification Procedures**. (a) the indemnified party shall promptly notify the indemnifying party in writing of any claim for which it seeks indemnification, provided that the failure to give such notice shall not relieve the indemnifying party of its obligations except to the extent that the indemnifying party is actually and materially prejudiced thereby; (b) the indemnifying party shall have the right to control the defense and settlement of any claim, provided that it may not settle any claim in a manner that admits fault or imposes obligations on the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed; (c) the indemnified party shall reasonably cooperate with the indemnifying party in the defense and settlement of any claim, at the indemnifying party's expense.

12. GERNERAL PROVISIONS

12.1. **Relationship of the Parties**. The relationship between the Parties is that of independent contractors. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has 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.

12.2. **Notices**. All notices required or permitted under this Agreement shall be in writing and shall be delivered personally, sent by certified mail, return receipt requested, or by overnight courier to the addresses set forth below:

If to LS: Yigal Alon 94B Attention: CEO (Ruti Ben Shlomi), cc to COO (Amir Oz) Email: ruti@lightsolver.com; amir@lightsolver.com

If to Newcorp: 1185 Avenue of the Americas. Suite 249 New York, NY 10036 Attention: Joshua Silverman Email: jsilverman@parkfieldfund.com; with a copy to (which shall not constitute notice): 30 Rockefeller Plaza 26th Floor, New York, NY 10112 Attention: Rick A. Werner; Jeff Wolfson Email: rick.werner@haynesboone.com; jeff.wolfson@haynesboone.com

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12.3. **Governing Law and Jurisdiction**. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the City of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

12.4. **Entire Agreement**. This Agreement, and all exhibits attached hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

12.5. **Amendment**. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

12.6. **Assignment**. Neither Party may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the prior written consent of the other Party, except that each Party may, without the consent of the other Party, assign or transfer this Agreement in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment, delegation, or transfer in violation of this Section 12.6 is void.

12.7. **Severability**. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

12.8. **Waiver.** No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach, or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

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

12.10. **Force Majeure.** Neither Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (d) government order or law; (e) actions, embargoes, or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; or (h) strikes, labor stoppages or slowdowns, or other industrial disturbances. The affected Party shall give notice within five (5) days of the force majeure event to the other Party, stating the period of time the occurrence is expected to continue. The affected Party shall use diligent efforts to end the failure or delay and ensure the effects of such force majeure event are minimized. The affected Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

12.11. **Relationship with Other Agreements**. This Agreement shall be read and interpreted in conjunction with the Machine Supply Agreement. In the event of any conflict or inconsistency between this Agreement and any of the foregoing agreements with respect to the subject matter of such other agreement, the terms of such other agreement shall prevail. For clarity, the Machine Supply Agreement (when executed) shall govern all detailed matters related to the supply of Machines.

12.12. **Guarantee**. TNFA hereby unconditionally and irrevocably guarantees to LS the full and payment and performance of all obligations of Newcorp under the Agreement (the "**Guaranteed Obligations**"). This guarantee is a continuing obligation and shall remain in full force until all Guaranteed Obligations have been performed or paid in full. Notwithstanding anything to the contrary in the Agreement, Newcorp may, at any time upon written notice to LS, assign, transfer, or otherwise convey all of its rights, interests, and obligations under this Agreement to TNFA, without the need for any further consent from LS. Upon the effectiveness of such assignment or transfer, (i) TNFA shall be deemed substituted for Newcorp as a party to the Agreement for all purposes, (ii) TNFA shall have all of the rights and obligations of Newcorp under this Agreement as if originally named herein, and (iii) Newcorp shall be released from all obligations and liabilities under this Agreement arising from and after the effective date of such assignment or transfer, but shall remain liable for all obligations and liabilities accruing prior to such date.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

LightSolver Ltd.		**Newcorp**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____

Solely with respect to Sections 7.3, 7.7 and 12.12

TNF Pharmaceuticals, Inc.

By: _____
Name: _____
Title: _____

EXHIBITS

The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A: Development Plan
Exhibit B: Revenue Sharing Calculation
Exhibit C: Form of Milestone Completion Certificate
Exhibit D: Machine Pricing and Purchase Requirements

EXHIBIT A
DEVELOPMENT PLAN

[TO BE ADDED AUTOMATICALLY UPON MUTUAL AGREEMENT OF PARTIES]

EXHIBIT B
REVENUE SHARING CALCULATION

Newcorp shall pay LS Revenue Sharing calculated according to the following:

A. **Revenue Sharing Rate**. The Revenue Sharing rate shall be **five percent (5%)** of the Gross Revenue.

EXHIBIT C
FORM OF MILESTONE COMPLETION CERTIFICATE

MILESTONE COMPLETION CERTIFICATE

This Milestone Completion Certificate is issued pursuant to the Technology License Agreement dated September 2, 2025 (the "Agreement") between LightSolver Ltd. ("LS") and LPU Holding LLC ("**Newcorp**").

Development Phase: [●]

Development Milestone: [●]

Milestone Completion Date: [●]

Description of Milestone: [Description of the Development Milestone]

Milestone Completion Criteria: [List of the Milestone Completion Criteria]

Verification of Completion: [Description of how completion was verified, including test results, documentation, and other evidence]

Verification Results: [Summary of verification results, including performance metrics and comparison to targets]

Conclusion: Based on the verification results above, LS and Newcorp hereby certify that the above-referenced Development Milestone has been successfully completed in accordance with the Milestone Completion Criteria set forth in the Development Plan.

LIGHTSOLVER LTD.

By: _____ Name: Title: Date: _____

LPU HOLDINGS LLC

By: _____ Name: Title: Date: _____

EXHIBIT D
MACHINE PRICING AND PURCHASE REQUIREMENTS

A. **Machine Pricing Structure**.

1. **Base Pricing Formula**: The price per Machine unit shall be calculated as:

   Cost + **15%**.

2. **Pricing Determination**: The specific Machine pricing margin within the above range shall be determined by mutual agreement of the Parties in good faith and set forth in the Machine Supply Agreement, taking into consideration relevant commercial factors including: volume commitments, market conditions, competitive pricing, etc.

B. **Minimum Purchase Commitment**. [To be determined and set forth in the Machine Supply Agreement].

EXHIBIT E
INITIAL SUPPLY TERMS

[Note: To be negotiated within 60 days of execution]
