IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re:	Chapter 11
SYNTHEGO CORPORATION,[1]	Case No. 25-10823 (MFW)
Debtor.	**Related Docket No. 57**

ORDER (I) AUTHORIZING THE EMPLOYMENT AND RETENTION OF RAYMOND JAMES & ASSOCIATES, INC. AS INVESTMENT BANKER FOR THE DEBTOR, EFFECTIVE AS OF THE PETITION DATE, (II) WAIVING CERTAIN REPORTING REQUIREMENTS PURSUANT TO LOCAL RULE 2016-2, AND (III) GRANTING RELATED RELIEF

Upon the application (the "Application")[2] of the debtor and debtor in possession (the "Debtor") in the above-captioned chapter 11 case (this "Chapter 11 Case") for entry of an order (this "Order") (a) authorizing the Debtor's employment and retention of Raymond James as their investment banker, effective as of the Petition Date, in accordance with the terms and conditions set forth in the Engagement Letter Agreement, attached hereto as Exhibit 1, (b) approving the terms of Raymond James's employment and retention by the Debtor in this Chapter 11 Case, including the fee and expense structure and the indemnification, contribution, reimbursement, and related provisions set forth in the Engagement Letter Agreement, (c) modifying certain time-keeping requirements in connection with such employment and retention, and (d) granting related relief; and upon consideration of the Richards Declaration and the First Day Declaration; and this Court having jurisdiction to consider the Application pursuant to 28 U.S.C. §§ 157 and 1334 and the *Amended Standing Order of Reference* from the United

[1] The Debtor's mailing address is 3696 Haven Avenue, Suite A, Redwood City, California, 94063, and the last four digits of the Debtor's federal tax identification number is 9518.

[2] Capitalized terms used but otherwise not defined herein shall have the meanings ascribed to them in the Application.

States District Court for the District of Delaware, dated as of February 29, 2012; and venue of this Chapter 11 Case and the Application in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and this matter being a core proceeding pursuant to 28 U.S.C. § 157(b); and it appearing that this Court may enter a final order consistent with Article III of the United States Constitution; and this Court finding that the terms and conditions of Raymond James's employment, including, but not limited to, the Fee Structure and Indemnification Provisions set forth in the Engagement Letter Agreement and summarized in the Application, are reasonable as required by section 328(a) of the Bankruptcy Code; and this Court finding that Raymond James does not hold or represent interests materially adverse to the Debtor's estates and is a "disinterested person," as defined in section 101(14) of the Bankruptcy Code; and it appearing that the employment of Raymond James is in the best interests of the Debtor and its estates and creditors; and this Court having found that the Debtor's notice of the Application and opportunity for a hearing on the Application were appropriate under the circumstances and no other notice need be provided; and this Court having reviewed the Application and having heard any statements in support of the relief requested therein at any hearing before this Court (the "Hearing"); and this Court having determined that the legal and factual bases set forth in the Application and at the Hearing establish just cause for the relief granted herein; and upon all of the proceedings had before this Court; and after due deliberation and sufficient cause appearing therefor, it is **HEREBY ORDERED THAT**:

1. The Application is GRANTED as set forth herein.

2. The Debtor is authorized, pursuant to sections 327(a) and 328(a) of the Bankruptcy Code, effective as of the Petition Date, to employ and retain Raymond James as their investment banker in accordance with the terms and conditions set forth in the Application and the Engagement Letter Agreement, subject to the terms of this Order.

3. The Engagement Letter Agreement is approved pursuant to section 328(a) of the Bankruptcy Code, and Raymond James shall be compensated and reimbursed pursuant to section 328(a) of the Bankruptcy Code in accordance with the terms of, and at the time specified in, the Engagement Letter Agreement, as modified by this Order.

4. Notwithstanding anything to the contrary contained in the Application or the Engagement Letter Agreement, no amounts shall be paid to Raymond James absent an order of this Court approving an interim or final fee application seeking approval of the payment of its fees and expenses pursuant to the procedures set forth in sections 330 and 331 of the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, and any other applicable procedures and orders of this Court, except that the Debtor is authorized to pay the monthly Advisory Fee to Raymond James each month when required under the Engagement Letter Agreement without a prior fee application; *provided, however,* that the Debtor shall cause to be paid as a cost of a Transaction, and not solely out of proceeds thereof, and placed in escrow for the sole benefit of Raymond James at the time of consummation of any Transaction(s), the amount(s) of the Transaction Fee(s) and Raymond James's expenses pending the filing of and the Court's approval of any Raymond James fee application (other than as to monthly Advisory Fees, which shall be paid prior to Court approval), and upon approval of any such Raymond James fee application by the Bankruptcy Court, Raymond James shall be paid and may apply the amount(s) from the funds held in the escrow as and when awarded by the Court.

5. Notwithstanding anything to the contrary in the Bankruptcy Code, the Bankruptcy Rules, the Local Rules, any order of this Court, or any guidelines established by the United States Trustee for the District of Delaware (the "U.S. Trustee") regarding submission and approval of fee applications, Raymond James shall be excused from: (a) the requirement to

maintain or provide detailed time records for services rendered postpetition in accordance with Bankruptcy Rule 2016(a) and Local Rule 2016-2, and (b) providing or conforming to any schedule of hourly rates. Instead, notwithstanding that Raymond James does not charge for its services on an hourly basis, Raymond James will maintain time records in half-hour (0.5) increments, setting forth, in a summary format, a description of the services rendered and the professional rendering such services on behalf of the Debtor.

6. Notwithstanding paragraphs 2 through 4 of this Order and any provision to the contrary in the Application or the Engagement Letter Agreement, the U.S. Trustee shall have the right to object to Raymond James's request for compensation and reimbursement based on the reasonableness standard provided in section 330 of the Bankruptcy Code, and not section 328(a) of the Bankruptcy Code; *provided*, *however*, that "reasonableness" shall be evaluated by comparing (among other things) the fees payable in the case to fees paid to comparable investment banking firms with similar experience and reputation offering comparable services in other chapter 11 cases and shall not be evaluated primarily on an hourly or length-of-case based criteria.

7. The Indemnification Provisions set forth in the Engagement Letter Agreement are approved, subject during the pendency of this Chapter 11 Case to the following:

(a) Subject to the provisions of subparagraphs (b) and (c) below, the Debtor is authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse Raymond James for any claims arising from, related to, or in connection with services to be provided by Raymond James as specified in the Application, but not for any claim arising from, related to, or in connection with Raymond James's postpetition performance of any other services other than those in connection with the engagement, unless such postpetition services and the indemnification, contribution, or reimbursement therefor are approved by this Court;

(b) The Debtor shall have no obligation to indemnify Raymond James, or provide contribution or reimbursement to Raymond James, for any claim or expense that is either: (i) judicially determined (the determination having become final and non-appealable) to have arisen from Raymond James's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad

faith, or self-dealing; (ii) for a contractual dispute in which the Debtor alleges the breach of Raymond James's contractual obligations, unless this Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to *In re United Artists Theatre Co.*, 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by this Court, after notice and a hearing pursuant to subparagraph (c) below, to be a claim or expense for which Raymond James should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter Agreement as modified by this Order; and

(c) If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing this Chapter 11 Case, Raymond James believes that it is entitled to the payment of any amounts by the Debtor on account of the Debtor's indemnification, contribution, or reimbursement obligations under the Engagement Letter Agreement (as modified by this Order), including, without limitation, the advancement of defense costs, Raymond James must file an application in this Court, and the Debtor may not pay any such amounts to Raymond James before the entry of an order by this Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which this Court shall have jurisdiction over any request for fees and expenses by Raymond James for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Raymond James. All parties in interest shall retain the right to object to any demand by Raymond James for indemnification, contribution, or reimbursement, and not as a provision limiting the duration of the Debtor's obligation to indemnify Raymond James.

(d) Notwithstanding any provision in the Engagement Letter to the contrary, the contribution obligations of the RJ Parties shall not be limited to 50% of the aggregate amount of fees actually received by Raymond James from the Debtor. No limitation of liability provision set forth in the Engagement Letter shall have any force during this Chapter 11 case.

8. In the event that during the pendency of this Chapter 11 Case, Raymond James requests reimbursement for any attorneys' fees or expenses, the invoices and supporting time records from such attorneys shall be included in Raymond James's fee applications, and such invoices and time records shall be paid in compliance with the applicable Bankruptcy Rules, Local Rules, and standards of sections 330 and 331 of the Bankruptcy Code, without regard to whether such attorney has been retained under section 327 of the Bankruptcy Code and without

regard to whether such attorney's services satisfy section 330(a)(3)(C) of the Bankruptcy Code. Notwithstanding the foregoing, Raymond James shall be reimbursed for legal fees incurred in connection with this Chapter 11 Case only to the extent permitted under applicable law and the decisions of this Court. Raymond James shall not seek reimbursement from the Debtor's estates for any attorney's fees or expenses incurred in defending against any formal objections to Raymond James fee applications filed in this Chapter 11 case.

9. Notwithstanding any provision in the Bankruptcy Rules to the contrary, this Order shall be immediately effective and enforceable upon its entry.

10. In the event of any inconsistency between the Engagement Letter Agreement, the Application, and this Order, this Order shall govern.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation, interpretation, or enforcement of this Order, and during the pendency of this Chapter 11 Case, shall retain exclusive jurisdiction with respect to any proceedings arising from or related to the Engagement Letter Agreement.

Dated: May 29th, 2025
Wilmington, Delaware

MARY F. WALRATH
UNITED STATES BANKRUPTCY JUDGE

Exhibit 1

Engagement Letter

RAYMOND JAMES®

CONFIDENTIAL

April 7, 2025

Synthego Corporation
3696 Haven Avenue
Redwood City, CA 94063
Attention: Craig Christianson, CEO

This letter agreement (together with all addenda hereto, which are incorporated herein and made a part hereof, this "**Agreement**") sets forth the terms pursuant to which ***Synthego Corporation*** (as more fully defined below, the "**Company**" or "**you**") hereby retains ***Raymond James & Associates, Inc.*** (including any of its affiliates assisting in executing this engagement, "**Raymond James**," "**we**" or "**us**" and, together with the Company, each a "**Party**" and collectively, the "**Parties**") to provide the Company with the strategic advisory services delineated in Section 1(a) below relating to any possible *Transaction* (as defined below), including the terms of any such services provided by Raymond James before the date of this Agreement. The term "*date of this Agreement*" means the date first written above.

As used in this Agreement, the term:

(a) "**Affiliate**" means, as to any applicable person or entity, any person or entity that exists now or after the date of this Agreement which, directly or indirectly, controls, is under common control with, or is controlled by, the applicable person or entity.

(b) "**Alternative Transaction**" means any transaction or series or combination of transactions outside of the Company's ordinary course of business, other than a Business Combination Transaction, with any Interested Party or Interested Party's securityholders or affiliates, including (i) the sale or transfer of less than a majority voting or economic interest in the Company's securities (including preferred securities and debt), other than pursuant to a Financing Transaction or Restructuring Transaction, or (outside of the ordinary course of the Company's business) less than a majority of the consolidated fair market value of the business, revenues, income or assets of the Company or any of it divisions, and/or (ii) a spin-off or split-off, a joint venture, a strategic alliance or partnership, or a licensing agreement or arrangement, other than pursuant to a Financing Transaction or Restructuring Transaction.

(c) "**Applicable Law**" means any applicable statutes, laws, ordinances, rules, regulations, supervisory guidance, codes, orders, common laws, judgments, authorizations, consents, practices or other requirements of any federal, state, local or foreign or political subdivision thereof, including the federal Telephone Consumer Protection Act of 1991 (47 U.S.C. § 227), as amended, and, if applicable, the Canada Anti-SPAM Legislation (S.C. 2010, c. 23), or any regulatory agency (including any self-regulatory organization) with jurisdiction over any Party hereto, or any arbitrator, court or tribunal of competent jurisdiction.

(d) "**Business Combination Transaction**" or "**BCT**" means (i) the possible sale or transfer (however effectuated) of all or a substantial portion of the business, revenues, income, operations or assets (including the assignment of any executory contracts) of the Company or any its business units to, the possible sale or transfer (however effectuated) of a majority voting or economic interest in the Company's securities or control of the Company to, or the merger of the Company with, one or more Interested Parties (including, without limitation, existing creditors, employees, affiliates and/or securityholders), or any other possible strategic transactions, joint ventures, combinations or undertakings between or involving the Company and one or more Interested Parties; and/or (ii) the acquisition, directly or indirectly by an Interested Party (or by one or more persons or entities acting together with an Interested Party pursuant to a written agreement or otherwise), in a single transaction or a series of transactions, of (A) all or a substantial portion of the assets or operations of the Company or (B) any Company Securities, in either case that results in holders of shares of the Company's equity securities immediately prior thereto owning less than a majority voting or economic interest in the Company's securities or control of the Company immediately thereafter.

(e) "**Business Combination Transaction Value**" or "**BCTV**" means the total amount of cash and the fair market value of all securities or other property paid or payable, directly or indirectly, to you or to your equityholders in connection with a Business Combination Transaction that is consummated, including, without limitation and without duplication: (A) cash; (B) deferred or installment payments, notes or other debt obligations issued in the BCT and payable in installments or otherwise deferred, including amounts held in escrow; (C) equity securities (which, if publicly traded (including over-the-counter), will be valued at the 20-trading day average as of the last trading day prior to the *BCT Closing* (as defined in Section 2(d) below) and other property; (D) the value of assumed, "cashed out" or substituted options, warrants or other rights to acquire capital stock (whether or not vested); (E) any indebtedness or other liabilities of the Company (excluding the assumption of any future lease liability and trade payables) (1) assumed by a Interested Party in an acquisition of assets or which remains outstanding at the time of the BCT Closing in all other cases or (2) decreased, repaid or extinguished in connection with or anticipation of a BCT; (F) future contingent payments, including those related to future earnings or operations; (G) amounts paid pursuant to retention, phantom equity, change of control or similar bonus or payment arrangements; (H) amounts paid expressly for non-competition agreements in excess of those arrangements currently in existence; and (I) amounts paid to the Company's equityholders in connection with a BCT, but not in the ordinary course of business consistent with past practice, in the form of dividends, capital distributions, or partial or liquidating distributions. The value of all non-cash consideration, other than consideration in the form of equity securities, will be the fair market value thereof on the day before the BCT Closing. The value of equity securities that are publicly traded will be valued as set forth in clause (C) above, and the value of securities that are not publicly traded will be the fair market value on the day before date of the BCT Closing. In the case of a Business Combination Transaction structured as a sale, transfer, exchange or purchase of equity securities, if less than 100% of the equity of the Company is transferred in the BCT, BCTV will include the value of any retained or rolled-over interest in the Company based on the value paid for or ascribed to the equity interests transferred in the BCT. In the case of a Business Combination Transaction structured as a sale, transfer, exchange or disposition of assets, if less than 100% of the assets of the Company are transferred in the BCT, BCTV will include the fair market value of any assets (including, without limitation, accounts receivable, inventory, investments, cash and cash equivalents) retained by the Company. In the case of a joint venture or similar transaction (a "**Joint Venture**"), the aggregate value of the proceeds, assets and other consideration contributed or to be contributed to such Joint Venture by the Company in connection with the BCT, including, without limitation, cash, notes, securities, intellectual property, licenses, marketing or distribution rights and other property and the amount of any liabilities of the type described in item (E) above assumed by such Joint Venture from the Company. The Company will pay Raymond James the *BCT Fee* corresponding to that portion of the BCTV subject to an escrow or other holdback upon the establishment of such escrow or other holdback. The Company will pay Raymond James the *BCT Fee* corresponding to that portion of the BCTV subject to an earn-out or contractual contingency (including future contingent payments, including those related to future earnings or operations) at the BCT Closing, based on the fair market value of such Future Contingent Payments as mutually agreed upon in writing by the Company and Raymond James. BCTV will not be reduced by the BCT Fee or any other costs or expenses of the Company paid or payable in connection with such Business Combination Transaction, including, but not limited to, any expenses described in Section 3. If the Definitive Agreement provides that the BCT Fee or any other costs or expenses of the Company paid or payable in connection with the BCT are deducted from the purchase price, then such fees, costs or expenses will be added back to BCTV for purposes of calculating the BCT Fee.

(f) "**Closing**" or "**Closes**" means any initial and subsequent closings (i.e., funding events) of any Transaction.

(g) "**Commitment**" means either (1) an Interested Party's contractual obligation to provide funds in connection with a Financing Transaction, or (2) an Interested Party's assessment of a commitment fee or loan fee in connection with a Financing Transaction.

(h) "**Company**" means, each and collectively, (i) Synthego Corporation, (ii) any of its Affiliates subject to or otherwise involved in a Transaction, and (iii) any special purpose entity formed or used by Synthego Corporation to implement a Transaction.

(i) "**Company Materials**" means materials made available to Raymond James and/or Interested Parties relating to the Company, its businesses, financial condition, results of operations, prospects and other matters material to its operations (which may include a confidential information memorandum, data room materials, Company management presentation materials, and other materials concerning the Company).

(j) "**Company Securities**" means any outstanding or newly-issued shares of the Company's equity securities (or any securities convertible into, or options, warrants or other rights to acquire such equity securities) (such equity securities and such other securities, options, warrants and other rights.

(k) "**Definitive Agreement**" means any definitive written agreement concerning a Transaction, including without limitation any purchase or subscription agreement, any binding commitment letter, or any other similar definitive agreement(s).

(l) "**Financing Transaction**" means any transactions, arrangements or undertakings (however effectuated) involving the issuance of debt, securities exchangeable or convertible into common or preferred stock, or equity or equity-linked securities (including royalties, profit sharing and other similar financing transactions) for or on behalf of the Company or securing loans or credit facilities for the Company (whether to raise funds, refinance outstanding securities or exchange securities or any combination thereof, *provided* that any such transaction involves the receipt by the Company of new consideration as opposed to the restructuring, renegotiation, forgiveness, or exchange with or by the holder of any outstanding debt obligations or equity securities of the Company, which would constitute a Restructuring Transaction) or such other financing of any type committed to complete any other Transaction; *provided* that any debt or equity financing provided by the Company's existing secured lender, Perceptive Credit Holdings III, LP or any Affiliate thereof (collectively, "**Perceptive**"), to the Company or in connection with a credit bid, shall not, in each case, constitute a Financing Transaction and shall not obligate the Company to pay any Financing Fee to Raymond James.

(m) "**Interested Party**" means any financial and/or strategic institutional investors or other investors or third parties who may be interested in participating in the particular Transaction.

(n) "**Proceeds**" means the gross consideration, before the deduction of any fees (including any Financing Fee), expenses (including any *Expenses*, as defined in Section 3 below) or other costs, received by, contributed to or invested in the Company, or the amounts of binding commitments (not based on the amount actually drawn or available at Close) received for such Financing Transaction, in any form (including, but not limited to, cash or securities of any other party to such Financing Transaction, including the exercise price of any options or warrants received by or contributed to the Company). If such consideration is not in the form of cash, then for the purpose of calculating the Proceeds, such consideration will be valued at its then fair market value. For the avoidance of doubt, "**Proceeds**" will include any subsequent increase in Proceeds received by or committed to the Company in an initial or secondary Financing Transaction, during the term of this Agreement and the Tail Period, whether pursuant to an amendment and/or any accordion, a replacement credit facility, or otherwise, in which any Interested Party participates.

(o) "**Restructuring Transaction**" means any recapitalization, reorganization, restructuring, sale or transfer (however effectuated) of the Company's existing and potential preferred equity and/or debt obligations (including, without limitation, bank debt, bond debt, trade claims, lease obligations (both on and off balance sheet), partnership interests, membership interests, unfunded pension and retiree medical liabilities, tax claims, litigation claims and other liabilities (collectively, "**Existing Obligations**")) that is achieved, without limitation, through a solicitation of waivers and consents from the holders of Existing Obligations, amendment or renegotiation of terms, conditions or covenants, rescheduling of maturities, change in interest rates, repurchase, settlement, cancellation or forgiveness of the Existing Obligations, conversion of the

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Existing Obligations into equity, an exchange offer involving new securities in exchange for the Existing Obligations, or other similar transaction or series of transactions; ***provided*** that a Restructuring Transaction shall not include any waivers, amendments, or consents between the Company and Perceptive if limited to debt or equity financing provided by Perceptive. For the avoidance of doubt, (a) the confirmation of a liquidating chapter 11 plan or the dismissal or conversion of the Company's chapter 11 case, and (b) a Business Combination Transaction (whether effectuated pursuant to a chapter 11 plan or otherwise) shall not, in each case, constitute a Restructuring Transaction and the Company shall not be obligated to pay a Restructuring Fee to Raymond James on account thereof.

(p) "**Tail Period**" means the nine (9) months following any termination of this Agreement.

(q) "**Transaction**" means any Business Combination Transaction, Financing Transaction, or Restructuring Transaction.

(r) "**Transaction Fee**" means, alternative, any *BCT Fee*, *Financing Fee*, or *Restructuring Fee* (as each is defined in Section 2 below).

1. **Investment Banking Advisory Services** –

(a) ***Company Engagement of Raymond James; Services***: The Company hereby engages Raymond James as its sole and exclusive investment banking advisor during the *Term* (as defined in Section 4 below) regarding a potential Transaction. During the Term, Raymond James agrees to assist the Company, as reasonably requested by the Company to (i) review and analyze the Company's business, operations, properties, financial condition and Interested Parties, (ii) evaluate the Company's debt capacity, including by advising the Company generally as to available financing and assist in the determination of an appropriate capital structure (except in connection with any debtor-in-possession financing provided by Perceptive), (iii) evaluate potential Transaction alternatives and strategies, (iv) prepare documentation within our area of expertise that is required in connection with a Transaction, (v) identify Interested Parties regarding one or more particular Transactions, (vi) contact Interested Parties on behalf of the Company and with prior written consent by the Company, which Raymond James, after consultation with the Company's management, believes meet certain industry, financial, and strategic criteria and assist the Company in negotiating and structuring a Transaction, and (vii) advise the Company as to potential Business Combination Transactions. Additionally, Raymond James will, as reasonably requested, (viii) advise the Company on tactics and strategies for negotiating with holders of the Company's debt or other claims of the Company ("**Stakeholders**"), (ix) advise the Company on the timing, nature and terms of any new securities, other considerations or other inducements to be offered to its Stakeholders in connection with any Restructuring Transaction, and (x) participate in the Company's board of directors meetings as determined by the Company to be appropriate, and, upon request, provide periodic status reports and advice to the board with respect to matters falling within the scope of Raymond James's retention (collectively, items (i) through (x), the "**Services**"). The Company expressly acknowledges that Raymond James does not guarantee, warrant, or otherwise provide assurance that the Company will be able to implement or consummate any Transaction or achieve any other result.

(b) ***Potential Bankruptcy Matters***: In the event the Company becomes a debtor in a case under the Bankruptcy Code, the Company will file an application to retain Raymond James and use best efforts to have it heard at the "second day" hearing. Such application will seek authorization from the bankruptcy court having jurisdiction over any Chapter 11 case commenced by the Company (the "**Bankruptcy Court**") to retain Raymond James pursuant to (and subject to the standard of review of) Section 328(a) of the Bankruptcy Code, *nunc pro tunc* to the date on which the Company files its bankruptcy case, in accordance with the terms hereof and Addendum A attached to this Agreement and not subject to any other standard or review under Section 330 of the Bankruptcy Code. The Company will supply Raymond James with a draft of such application and any proposed order

authorizing Raymond James's retention sufficiently in advance of their filing to enable Raymond James and its counsel to review and comment thereon. Services under this Agreement will be subject to the entry of a final order of the Bankruptcy Court no longer subject to appeal, rehearing, reconsideration or petition (the "**Retention Order**") approving the retention of Raymond James and this Agreement under Section 328(a) of the Bankruptcy Code, and Raymond James will not be required to perform any services in a Chapter 11 bankruptcy case pursuant to this Agreement until the entry of the Retention Order. In any event, the Retention Order must be acceptable to Raymond James in all respects. In addition, the Company must include, and obtain Bankruptcy Court approval of, a carveout from liens (including replacement liens) or administrative expense claims (superpriority or otherwise) in all financing or cash collateral orders to pay any Transaction Fee(s) or expenses of Raymond James prior to and ahead of any pre- or post-bankruptcy indebtedness in any circumstance. If the Retention Order or carveout are not obtained (or is later terminated or set aside for any reason), Raymond James may terminate this Agreement and the Company will reimburse Raymond James for all professional fees and out of pocket expenses reasonably incurred prior to such date of termination, unless prohibited from doing so by applicable law and/or the Bankruptcy Court.

(c) ***Company Cooperation; Company Sharing of All Third Party Inquiries***: The Company will, as Raymond James may request, provide the necessary assistance, participation, and information reasonably required at all steps and will cause management to be reasonably available and furnish, and cause management to furnish, Raymond James such information, data and cooperation relating to the Company and any potential or actual Transaction, as Raymond James may request, including, but not limited to, providing assistance, participation and cooperation in disseminating Company Materials and participation in conference calls, meetings and other communications with the Interested Parties and their advisors and representatives. Further, Company will be available, upon request, to answer reasonable inquiries from Interested Parties. During the Term, the Company will promptly furnish to Raymond James the names and contact information of all third parties with which the Company or, to the Company's actual knowledge, any of the *Company-Related Parties* (as defined below), had during the twelve (12)-month period before the date of this Agreement or has during the Term, discussions or contacts concerning a potential Transaction. "**Company-Related Parties**" means the Company's securityholders, directors, officers, managers, representatives and other advisors. During the Term, the Company will keep Raymond James promptly apprised of any Transaction negotiations or consummation occurring without Raymond James's direct involvement.

(d) ***Raymond James Exclusivity***: The Parties acknowledge and agree that (i) during the Term, the Company will not directly negotiate or consummate any Transaction without Raymond James's knowledge or involvement and (ii) in consideration of Raymond James's agreement to provide the Services set forth in this Agreement, Raymond James will be paid in accordance with and subject to the terms and conditions of Section 2 of this Agreement, regardless of whether the Company, Raymond James or any other advisor actually procured the Interested Party or the Definitive Agreement regarding the Transaction.

(e) ***Excluded Services***: Raymond James will not provide any legal, accounting, regulatory, appraisal or tax advice and will rely upon the Company and its other advisors for all such advice, nor will Raymond James render any formal opinion as to any Transaction. Without limiting the forgoing sentence, if the Company requests assistance in negotiating non-disclosure agreements ("**NDAs**") with Interested Parties, Raymond James will, as requested by the Company, coordinate and facilitate obtaining such NDAs, with the Company and its counsel being solely responsible for negotiating such NDAs. If the Company requests that Raymond James provide any services other than those expressly set out in Section 1(a), the Parties will enter into an additional written agreement that will set forth the nature and scope of such services, appropriate compensation and other customary matters, as mutually agreed between the Parties.

(f) ***Anti-Money Laundering (AML) and Customer Due Diligence (CDD) Compliance***: U.S. federal laws and regulations require Raymond James to collect certain identification elements and perform related screening (the "**AML/CDD Search Process**") before accepting an investment banking engagement. Accordingly, upon the Company's execution and delivery of this Agreement, the Company will deliver to Raymond James a completed and signed form (the "**AML/CDD Form**"), together with all applicable supporting documentation requested in the Form. After conducting the AML/CDD Search Process, Raymond James will promptly notify the Company in writing if Raymond James determines in its sole discretion that it cannot provide the Services. In such event, this Agreement and our engagement with the Company will be void and of no force or effect ab initio. The Parties acknowledge and agree that (i) the effectiveness of this Agreement is contingent upon Raymond James's receipt of the AML/CDD Form and Raymond James's satisfactory completion in its reasonable determination of the AML/CDD Search Process and (ii) Raymond James will not be responsible for any losses or damages (including, but not limited to, lost opportunities) that may result if this Agreement and our engagement hereunder are terminated for the Company's or its beneficial owners' failure to provide aforementioned AML/CDD Form or other required or information documentation upon request.

2. **Fees** - In consideration of Raymond James's agreement to provide the Services, the Company will pay Raymond James as set forth in this Section 2:

(a) ***Monthly Advisory Fee and Database Expense Amount***: On the date of this Agreement and on the first business day of every month thereafter commencing on May 1, 2025, the Company will pay Raymond James a non-refundable cash retainer (each a "**Monthly Advisory Fee**"), as follows: the first three (3) Monthly Advisory Fees shall be $100,000 each; and each Monthly Advisory Fee thereafter shall be $75,000 each. Additionally, the Company will pay Raymond James a flat expense charge of $1,000 for Raymond James's access to electronic financial databases pertinent to this engagement, upon the Company's signing of this Agreement. The first four Monthly Advisory Fees received by Raymond James shall be credited in full against any future Transaction Fees, including any Alternative Transaction Fee.

(b) ***Financing Fees***:

(i) If, during the Term or the Tail Period, any Financing Transaction is agreed upon and subsequently Closes (each and any, a "**Financing Closing**"), regardless of when such Financing Closing occurs, whether on a stand-alone basis or to consummate any other Transaction, the Company will pay Raymond James, immediately at the Financing Closing (time being '*of the essence*') and directly out of the proceeds thereof, as a cost of such Financing Transaction, a non-refundable cash transaction fee (the "**Financing Fee**"), as follows:

(A) two percent (2.0%) of the Proceeds of all first lien senior secured notes and bank debt raised;

(B) three percent (3.0%) of the Proceeds of any second lien or junior debt capital raised, and

(C) six percent (6.0%) of equity or equity-linked securities raised;

provided, *however*, that, to the extent the Financing Transaction includes an uncommitted accordion or similar credit feature, the Financing Fee for such accordion or similar feature will be payable upon the commitment of such credit facility or its funding irrespective of the date of such commitment or funding.

(c) ***Restructuring Fee***: If, during the Term or the Tail Period, any Restructuring Transaction is agreed upon and subsequently Closes, or any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into becomes effective (as applicable, a "**Restructuring Closing**"), regardless of when such Restructuring Closing occurs, the Company will pay Raymond James a non-refundable cash transaction fee of $1,500,000 (the

"**Restructuring Fee**"), as a cost of such Restructuring Transaction; *provided* that the Restructuring Fee shall be reduced to $750,000 following the Closing of any Business Combination Transaction. For the avoidance of doubt, the Company will pay the Restructuring Fee to Raymond James upon the *earlier* of (i) the Closing of any Restructuring Transaction *or* (ii) the date on which any amendment to or other changes in the instruments or terms pursuant to which any Existing Obligations were issued or entered into became effective (in each case, time being '*of the essence*').

(d) ***BCT Fee***: If, during the Term or the Tail Period, any Business Combination Transaction is agreed upon and subsequently Closes (the "**BCT Closing**"), regardless of when such BCT Closing occurs, the Company will pay Raymond James immediately and directly out of the proceeds at the BCT Closing, as a cost of such Business Combination Transaction, a non-refundable cash transaction fee (the "**BCT Fee**"), based upon the Business Combination Transaction Value in such BCT equal to the *greater* of (i) $1,500,000 *and* (ii) 3.0% of the BCTV, *provided* that the fee shall be $1,500,000 if Perceptive is the successful bidder in connection with a sale under Section 363 of the Bankruptcy Code and thereafter acquires the assets of the Company.

(e) ***Alternative Transaction Fee***: Notwithstanding the foregoing, if in lieu of a Business Combination Transaction, during the Term or the Tail Period, any Alternative Transaction Closes (an "**Alternative Transaction Closing**") or is agreed upon and subsequently Closes (regardless of when such Alternative Transaction Closing occurs), Raymond James will be paid a customary advisory fee for transactions of similar size and nature (but in no event less than $1,500,000), as mutually agreed upon by the Parties (the "**Alternative Transaction Fee**") and any reference to a "*Business Combination Transaction*" (or "*BCT*") in this Agreement (other than under Section 2(d)) above) will be deemed to refer to such Alternative Transaction. Should one or more Alternative Transactions be agreed upon or Close within the Term or the Tail Period that, together with the previously agreed-upon or Closed Alternative Transaction, constitutes in the aggregate a Business Combination Transaction, an additional fee will be payable to the extent that the BCT Fee is greater than the previously paid Alternative Transaction Fee, *provided*, *however*, that in no event will the total Alternative Transaction Fees be greater than the Business Transaction Fee.

(f) ***Transaction Qualifying Under Multiple Definitions / Transaction Fees on Multiple Transactions***:

(i) If a single Transaction hereunder qualifies as more than one type of Transaction, then (A) only one Transaction Fee shall be payable in connection therewith, and (B) such Transaction Fee shall be the largest of whatever amount is calculated under each of such Transactions.

(ii) Subject to the preceding clause (i) while limited by the *proviso* below, if there are multiple, discrete, separate Transactions hereunder (whether Closed simultaneously or at different times), a separate Transaction Fee shall be payable in connection with each separate Transaction regardless of whether it meets the same definition of any other Transaction being Closed; *provided* that the Parties acknowledge that there can be only one BCT and only one BCT Fee.

(iii) For the avoidance of doubt, Raymond James shall not be entitled to a Transaction Fee for a Transaction consummated or entered into during the Tail Period if Raymond James previously has been paid a BCT Fee or a Restructuring Fee.

(g) **Fee-Related Status Updates**: During the Term and thereafter, the Company will promptly inform Raymond James of (as applicable) the signing of any Definitive Agreement with respect to which a Transaction Fee could be payable upon a Closing and the scheduling of any Closing at which a Transaction Fee would be payable.

3. **Reimbursement of Expenses; Company's Professional Fees** — Regardless of whether a Transaction is consummated, and without limiting the Company's separate payment and reimbursement obligations set forth elsewhere in this Agreement (including pursuant to Sections 5 and 9(d) and Addendum A hereto), the Company will reimburse Raymond James, upon the earlier of (a) thirty (30) days from the Company's

receipt of an invoice from Raymond James or (b) any Closing, for all expenses (including, without limitation, the fees and disbursements of its outside legal counsel other than those arising with respect to the preparation of this Agreement) reasonably incurred by Raymond James in connection with performing the Services pursuant to this Agreement ("**Expenses**"). The Company will also bear all of its own costs it incurs in connection with any Financing, including, without limitation, the Company's legal and accounting fees and disbursements, the costs of reproducing any Company Materials, fees or charges from outside counsel (including special counsel, if any, for drafting NDAs with Interested Parties, whether engaged by the Company or through arrangements via Raymond James), and any due diligence data room costs.

4. **Term** — The term of this Agreement (the "**Term**") shall commence on the date executed by both Parties and shall terminate (a "**Termination**") ten (10) days following either Party's delivery to the other Party of written notice to such effect (a "**Termination Notice**"), which must expressly refer to the termination of this Agreement and must be delivered by the notifying party (i) to the appropriate person(s) designated in Section 9(i) below at the receiving party, and (ii) by *both* an email *and* a hard copy sent by courier service (e.g., FedEx, UPS, DHL, with proof of delivery required), *provided* that only one form of notice shall be required if there is documentary or digital proof of actual receipt by the recipient of such notice (for clarity, proof solely of transmission or sender-processing shall not fulfill the condition of this *proviso*).

   For clarity, (a) there shall never be any oral, constructive, implied or circumstantial form of termination of this Agreement or of Raymond James's engagement hereunder, and (b) any instruction (written or oral) by the Company to Raymond James to cease any process for a specific Transaction or for all Transactions generally shall, absent a specific reference to the termination of this Agreement, not constitute a Termination.

   Sections 2 through 9 of this Agreement (including all Addenda hereto) shall survive any Termination or Closing.

5. **Indemnification** — In consideration of Raymond James signing this Agreement and agreeing to perform Services pursuant to this Agreement, the Company shall execute and perform the indemnification obligations as provided in Addendum A hereto (which is hereby incorporated into this Agreement and made a part hereof). The *RJ Parties* (as defined in Addendum A hereto) and their respective successors and assigns are, as to this Section 5 and Addendum A, intended third-party beneficiaries and may directly enforce their rights under this Agreement (including any addenda or schedules attached hereto) against the Company, any other person or entity that falls within the definition of "*Company*" and/or their respective successors and assigns.

6. **Securities Matters** – Neither the offer or sale, pursuant to any Transaction, of any instrument defined as a "security" under Section 2(a)(1) of the Securities Act of 1933, as amended (the "**Securities Act**"), has been or will be registered with the U.S. Securities and Exchange Commission. Any such securities are to be offered for sale, and sold in reliance upon, the exemption from registration requirements provided by Section 4(a)(2) of the Securities Act and applicable regulations under the Securities Act. The Company will be responsible for any and all compliance with the securities laws applicable to it, including Section 4(a)(2) of the Securities Act and, unless otherwise agreed in writing, all state securities ("blue sky") laws. The Company will conduct any offering or sale of such Securities in compliance with the securities laws applicable to it, including Section 4(a)(2) the Securities Act, and the Company will file all appropriate notices of such offering with any applicable governmental or regulatory body. Raymond James agrees to cooperate with counsel to the Company in that regard.

7. **Confidentiality** – Raymond James agrees to use all confidential and proprietary information provided to it by or on behalf of the Company hereunder ("**Confidential Information**") solely for the purpose of providing the Services that are the subject of this Agreement and negotiating the terms thereof and to treat all such information confidentially; *provided*, *however*, that nothing herein will prevent Raymond James from (a) sharing such information with its directors, officers, employees, attorneys, representatives or

potential financing parties, which includes any affiliate or other entity that Raymond James may in good faith propose to the Company or a potential Transaction counterparty as a potential financing source with respect to any potential Transaction with or involving the Company, or (b) disclosing such information pursuant to the order of any court or administrative agency, or pursuant to the order or request from any regulatory body with jurisdiction over Raymond James. Notwithstanding the foregoing, such confidential and proprietary information does not include any information: (i) that was already in the possession of Raymond James or any or its representatives, or was available to Raymond James or any of its representatives on a non-confidential basis, prior to the disclosure to Raymond James or such representatives; (ii) obtained by Raymond James or any of its representatives from a third party which, insofar as is known by Raymond James or such representatives, is not subject to any prohibition against disclosure; (iii) which was or is independently developed by Raymond James or any of its representatives without violating any confidentiality obligation under this Section 7; or (iv) which was or becomes generally available to the public through no breach of this Section 7 by Raymond James. Upon written request by the Company, Raymond James will destroy or return all copies of Confidential Information of the Company. Such return or destruction shall not include, however, any metadata that may remain on Raymond James's computer equipment after deletion of applicable files, records, and data formats. Notwithstanding the foregoing, Raymond James may retain Confidential Information as needed to satisfy the requirements of any law, rule or regulation or as part of an automated electronic archive, backup and/or recovery system. The provisions of this Section 7 will automatically terminate one (1) year following the earlier of the completion of the Transaction or any Termination hereof. This Agreement supersedes any other agreement regarding confidentiality that may have been previously entered into between the Parties.

8. **Publicity** – Following the Closing or public announcement or disclosure thereof in any initial press release or other similar announcement by the Company regarding such Transaction, Raymond James will have the right, at its expense, to publicize Raymond James's role as investment banking advisor to the Company with respect to such Transaction (including in customary "tombstone" announcements or other advertisements in financial and other newspapers and journals and marketing materials), and the Company agrees that Raymond James may use the Company's logo or other identifying marks in any such publicity. The Company will not publish, refer to, describe or characterize Raymond James's engagement under this Agreement or the terms of this Agreement, or the advice provided to the Company by Raymond James, without the prior written approval of Raymond James in each instance, *provided* that in any initial press release or other similar announcement by the Company regarding such Transaction, the Company shall include in such press release or announcement a reference to Raymond James's role as investment banking advisor to the Company with respect to such Transaction, which reference shall be subject to Raymond James's prior written approval (email sufficing), which approval shall not be unreasonably withheld, conditioned or delayed.

9. **Miscellaneous** –

(a) ***Governing Law; Arbitration; Jury Trial Waiver***: This Agreement and all claims or causes of action (whether in contract, tort or statute) that may be based upon, arise out of, or relate to (i) this Agreement, (ii) the negotiation, execution or performance of this Agreement (including any claim or cause of action based upon, arising out of or related to any representation, warranty or covenant made in, or in connection with, this Agreement or as an inducement to enter into this Agreement), or (iii) the nature of the relationship of the Parties, shall be governed by, construed and enforced in accordance with, the internal laws of the State of New York (including its statutes of limitations), without regard to conflicts of laws principles of New York or of any other jurisdiction that would require the application of the laws of another jurisdiction; *provided* that, in instances where New York law conflicts with the Federal Arbitration Act (the "**FAA**"), the FAA shall govern.

Except as expressly set forth in Addendum A attached to this Agreement, all claims arising out of the interpretation, application or enforcement, or otherwise relating to the subject matter, of this Agreement, including, without limitation, any breach of this Agreement, will be settled by final and

binding arbitration administered by the American Arbitration Association (the "**AAA**") in accordance with the then-prevailing AAA Commercial Rules before a panel of three (3) arbitrators selected by the Parties, with all arbitration hearings to be held in New York County, New York. The decision of the arbitrators will be binding on Parties and may be entered and enforced in any court of competent jurisdiction by either Party. The arbitration will be pursued and brought to conclusion as rapidly as is possible.

TO THE EXTENT PERMITTED BY LAW, EACH OF RAYMOND JAMES AND THE COMPANY VOLUNTARILY AND IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) RELATED TO OR ARISING OUT OF THIS AGREEMENT, THE ENGAGEMENT OF RAYMOND JAMES PURSUANT TO, OR THE PERFORMANCE BY RAYMOND JAMES OF, THE SERVICES.

(b) ***Reliance on Company Information***: The Company recognizes and confirms that Raymond James, in the performance of the Services: (i) may rely upon such information received from the Company, Interested Parties or their respective advisors, without independent verification by Raymond James; and (ii) does not assume responsibility for the accuracy or completeness of any publicly available information or such information received from the Company, Interested Parties or their respective advisors, whether or not Raymond James makes an independent verification of such information, and does not have any obligation to conduct any evaluation or appraisal of the assets or liabilities of the Company or any other party; and (iii) will assume that any financial projections or forecasts (including cost savings or synergies) that may be furnished to or discussed with the Company or its representatives have been reasonably prepared and reflect the best then currently available estimates and judgments of the Company's management.

(c) ***Confidentiality / Non-Disclosure of RJ Materials***: All analyses, reports, and related materials (the "**RJ Materials**") that Raymond James will provide under this Agreement are proprietary to Raymond James and for the exclusive use of the Company's governing board, or persons or committee performing in a similar governing capacity (alternatively, the "**Governing Authority**") for the sole purpose of evaluating a potential Transaction. Without the prior written consent of Raymond James, the Company may not disclose any RJ Materials other than (i) to the Company's management and Governing Authority, (ii) to the Company's attorneys and other professional advisors in respect of a potential Transaction, or (iii) as required under Applicable Law (*provided* that, to the extent permitted under Applicable Law, the Company provides Raymond James with reasonable prior written notice of such disclosure under Applicable Law so that Raymond James may, in its sole discretion, seek a protective order or other relief from such disclosure).

(d) ***Reimbursement of Proceedings Expenses***: If Raymond James is legally required or requested by the Company or its counsel to render services in any pending or threatened proceeding (including, but not limited to, producing documents, answering interrogatories or providing testimony), the Company will pay Raymond James's then current hourly rates for the persons involved for the time expended in rendering such services, including, but not limited to, time for meetings, conferences, preparation and travel, and all related reasonable out-of-pocket expenses (including, without limitation, the reasonable fees and expenses of Raymond James's outside legal counsel incurred in connection with such services).

(e) ***RJ as Comprehensive Financial Institution***: The Company acknowledges and agrees that Raymond James and its parent company and affiliated entities are a comprehensive, international financial services firm involved in a wide range of commercial banking, investment banking and other activities (including investment management, corporate finance and securities issuing, trading and research) for their own account and otherwise. Raymond James and its affiliates may have interests that differ from the Company's interests. Raymond James and its affiliates have no duty to disclose to the Company, or use for the Company's benefit, any information acquired in the course of providing services to any

other party, engaging in any transaction or carrying on any other businesses. Raymond James's employees, officers, partners and affiliates may at any time own the Company's securities or those of any other entity involved in any transaction contemplated by this Agreement. Raymond James recognizes its obligations under applicable securities laws in connection with the purchase and sale of such securities. The Company further acknowledges that, (i) prior to the date of this Agreement and in the ordinary course of business, Raymond James investment banking personnel (which may include investment banking personnel providing services to the Company under this Agreement) may have from time to time held discussions with and provided information to a party which thereafter becomes categorized as an "*Interested Party*" hereunder regarding various market and strategic matters (including a potential transaction with the Company), and (ii) such information and the content of such discussions between Raymond James and such party may be used or relied upon by such party (in its subsequent status as a Interested Party hereunder) in connection with its determinations in respect of a Transaction with the Company.

(f) ***Binding on Successors and Assigns***: This Agreement (including any addenda or schedules attached to this Agreement) is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Without limiting the generality of the foregoing, following any Closing of a Sale, the Company's obligations under this Agreement (including without limitation Addendum A hereto) will become the obligations of any successor entity resulting from such Sale. For the avoidance of doubt, no purchaser of the Company in a sale pursuant to section 363 of the Bankruptcy Code or pursuant to a chapter 11 plan shall be obligated on account of any fees or indemnification obligations hereunder.

(g) ***Restrictions on Company Assignment***: The Company agrees not to assign or delegate this Agreement in whole or in part without Raymond James's prior written consent, and any attempted assignment or delegation without such prior written consent will be voidable at Raymond James's sole and absolute discretion.

(h) ***Entire Agreement***: This Agreement (and any addenda or schedules attached to this Agreement) constitutes the entire agreement between the Parties regarding the subject matter of this Agreement and supersedes any prior agreements or understandings, written or oral, between them. Any modification or amendment to this Agreement or any waiver of any rights or remedies by any Party must be set forth in writing, fully executed by the Parties and delivered to the other Party.

(i) ***Notices***: Any notice must be sent to the respective Parties at the following addresses: If to the Company: Synthego Corporation; 3696 Haven Avenue, Redwood City, CA 94063; Attn: Craig Christianson, CEO; email: craig.christianson@synthego.com. If to Raymond James: Raymond James & Associates, Inc.; 320 Park Ave, 10th Floor; New York, NY 10022; Attn: Daniel R. Palmadesso, General Counsel, Investment Banking; email: daniel.palmadesso@raymondjames.com.

(j) ***No Fiduciary; Independent Contractor***: The Company acknowledges and agrees that Raymond James has been engaged solely as an investment banking advisor to the Company with respect to a possible Transaction, and no fiduciary, agency or similar relationship has been created in respect of any Transaction or the Services provided to the Company or any other party, regardless of whether Raymond James or any of its affiliates has advised or is advising the Company on any other matters. In connection with this engagement, Raymond James is acting as an independent contractor, with the only rights and obligations between Parties as set forth in this Agreement. The Services provided by Raymond James are solely for the benefit of the Company and are not intended to, nor will they be deemed or construed to, create any duty toward or confer any rights upon any persons or entities not a Party (including, without limitation, securityholders (in their capacities as such), employees or creditors of the Company or any Interested Party) as against Raymond James or its affiliates or their respective directors, officers, agents and employees.

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(k) ***Construction***: This Agreement has been reviewed by the signatories hereto and their counsel. There will be no construction of any provision against either Party because such provision was drafted by such Party, and the Parties waive any statute or rule of law to such effect.

(l) ***Severance***: If any provision of this Agreement is determined by a court or arbitration panel having jurisdiction to be unenforceable to any extent, the rest of that provision (if applicable) and the balance of this Agreement will remain enforceable to the fullest extent permitted by law.

(m) ***U.S. Currency Requirement***: All amounts payable under this Agreement are denominated in U.S. dollars and will be paid in U.S. dollars via wire transfer of immediately available funds in accordance with instructions set forth in Raymond James's invoice. All amounts payable under this Agreement will be paid without set-off and without deduction for any withholding, value-added or other similar taxes, charges, fees or assessments. Where any such amounts are calculated or incurred by reference to a currency other than U.S. dollars, those amounts will be converted into U.S. dollars at the prevailing mid-market exchange rate on the payment date according to XE (http://www.xe.com), or if such date is not a business day, the first business day prior to the relevant payment date.

(n) ***"Written" Notice Deliverable by Email***: Any reference herein to a notice, consent, communication, approval or the like being "*in writing*" or "*written*" shall include delivery via email unless expressly required otherwise.

(o) ***Collection Costs***: Without limiting any other provision of this Agreement, in the event any amount, including, but not limited to, the Transaction Fee(s), is not paid in full to Raymond James when due and payable hereunder, then cash interest calculated at the pre-judgment contract breach interest rate under New York law (as set forth in NY CPLR §§5001(a) and 5004) will be due, earned and fully payable on any such unpaid amount at the time such amount is due and continuing until such time as such amount is paid in full. The Company will reimburse Raymond James for any and all costs Raymond James may incur in collection efforts regarding all amounts payable under this Agreement, including, but not limited to, reasonable attorney's fees and costs of collection.

(p) ***Record-Keeping Compliance***: In order to comply with its books and records requirements under applicable securities laws, rules and regulations (including (FINRA rules), Raymond James may, subject to compliance with Applicable Law, capture and retain copies of written communications with or by the Company (including mail, emails, texts or similar electronic communications, or documentation of meetings). The Company agrees that Raymond James may deliver copies of such written communications to any court or competent authority. Raymond James will keep or cause to be kept records in relation to the Services provided under these terms of business in accordance with Applicable Law.

This Agreement may be executed in one or more counterparts and delivered by electronic transmission, and each such counterpart will be an original and all of which will together constitute one and the same instrument):

RAYMOND JAMES & ASSOCIATES, INC.

By: Signed by: Geoffrey Richards 4317D42B2943459... ior Managing Director – Investment Banking

07-Apr-2025
Signature Date

AGREED AND ACCEPTED:

SYNTHEGO CORPORATION

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By: Signed by: Craig J Christianson 8B9420116A36487...

07-Apr-2025
Signature Date

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ADDENDUM A

COMPANY INDEMNIFICATION OF RAYMOND JAMES

*Pursuant to Section 5 of this Agreement, the **Company** will indemnify, defend and hold harmless **Raymond James & Associates, Inc.** and **Raymond James Financial, Inc.** (together, "**Raymond James**") and their respective affiliates, together with their and their affiliates' respective officers, directors, managers, members, partners, securityholders, employees and agents, and each person, if any, who controls Raymond James or any of its affiliates within the meaning of the U.S. Securities Act of 1933, as amended, or the U.S. Securities Exchange Act of 1934, as amended (all of the foregoing are referred to collectively as "**RJ Parties**" and individually as an "**RJ Party**"), from and against any and all (a) claims, actions (including securityholder claims or actions, derivative or otherwise), demands, investigations and proceedings of any kind or nature, whether or not such claim, action or proceeding is threatened, established, initiated or brought by, or on behalf of, the Company or by any other party, and whether or not any RJ Party is a party (collectively, "**Proceedings**"), and (b) losses, claims, judgments, penalties, fines, charges, costs (including professional or legal fees and other costs of litigation or other proceedings), damages, taxes, liabilities of any kind or nature, whether joint or several (collectively, "**Losses**"), which such RJ Party may suffer or incur under any statute, common law, contract, tort or otherwise (including, without limitation, all such Losses suffered or incurred in considering, preparing for, responding to, disputing, or otherwise dealing with any actual or potential Proceedings, including any Proceeding brought in connection with any RJ Party's right to be indemnified pursuant to this Addendum A), directly or indirectly arising out of, relating to or in connection with the Agreement, the services provided in connection with the Agreement, or the exercise of Raymond James's rights under the Agreement (including this Addendum A) or any transaction referred to in the Agreement or any transaction arising out of the transactions contemplated by the Agreement (each an "**Indemnified Claim**"), except solely to the extent that any such Indemnified Claim is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted solely and exclusively and as a direct and proximate cause from said RJ Party's willful misconduct or gross negligence (other than an action or failure to act undertaken or refrained from being undertaken at the written or express request of or with the written or express consent of the Company) (an "**Excluded Act**").*

No RJ Party will have any liability to the Company, its securityholders, officers, directors/managers or creditors, or any other person by reason of or in connection with the Agreement, the services provided in connection with the Agreement, or the exercise of Raymond James's rights under the Agreement (including this Addendum A) or any transaction referred to in the Agreement or any transaction arising out of the transactions contemplated by the Agreement, whether such Loss arises under any statute, common law, contract, tort or otherwise, except solely to the extent that any such Losses or liability is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted solely and exclusively and as a direct and proximate cause from said RJ Party's Excluded Act. Nothing in the Agreement (including this Addendum A) will be construed as rendering Raymond James or any other RJ Party liable, under any circumstances and under any theory of law, to the Company, the Company's securityholders, officers, directors/managers or creditors, or any other person in respect of any indirect, incidental, special, consequential or punitive damages even if Raymond James or any other RJ Party have been advised as to the possibility thereof.

Raymond James or the applicable RJ Party will promptly notify the Company in writing if an RJ Party receives written notice of the commencement of any Proceeding or other Indemnified Claim against such RJ Party (provided that no failure or delay by Raymond James or such RJ Party to so notify the Company will relieve the Company from its obligations under this Addendum, except as and to the extent it is found, in a final, unappealable judgment by a court of competent jurisdiction, that such failure or delay actually and materially prejudiced the Company), and the Company will immediately assume the full defense of such Proceeding or other Indemnified Claim (including the employment of counsel reasonably satisfactory to the RJ Party and the payment of the fees and expenses of such counsel), other than any Proceeding or other Indemnified Claim (x) brought by the Company or (y) any and all proceedings or hearings before any regulatory bodies and/or authorities. In any such event the RJ Party may employ its own counsel and participate in the defense of such Proceeding or other Indemnified Claim, provided that the Company will be required to pay the fees and expenses of such counsel of the RJ Party only if the Company has failed to assume the defense and promptly defend such Proceeding or other Indemnified Claim using counsel reasonably satisfactory to the RJ Party, or such RJ Party is advised by counsel that a conflict of interest exists or may exist which makes representation by counsel chosen by the Company not advisable or that representation of both Parties by common counsel would be inappropriate due to actual or potential differing interests between them.

If for any reason the foregoing indemnity is unavailable to an RJ Party or is insufficient to fully hold any RJ Party harmless, the Company will contribute to the amount paid or payable by such RJ Party as a result of such unavailability or insufficiency in such proportion as is appropriate to reflect the relative benefits received by and fault of the Company on the one hand, and the relative benefits received by and fault of the RJ Party on the other hand, as well as any relevant equitable

considerations. The relative benefits to the Company on the one hand and an RJ Party on the other hand will be deemed to be in the same proportion as the total value paid or received or contemplated to be paid or received by the Company and its securityholders, as the case may be, whether or not the transaction contemplated by the Agreement closes, bears to the fees actually received by Raymond James pursuant to the Agreement, and the relative fault of the Company on the one hand and an RJ Party on the other hand will be determined by reference to, among other things, whether any untrue or alleged untrue statement of a material fact or incorrect opinion or conclusion or the omission or alleged omission to state a material fact related to information supplied by the Company or its agents, advisors or affiliates on the one hand or by the RJ Party on the other hand, as well as the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement, opinion, conclusion or omission. Notwithstanding anything in this Addendum A to the contrary, the aggregate contribution of all of the RJ Parties for all Indemnified Claims will not exceed fifty percent (50%) of the amount of the Transaction Fee actually received by Raymond James.

The Company will reimburse each RJ Party for all reasonable costs and expenses (including, without limitation, fees and expenses of outside counsel) incurred by the RJ Parties (including all such costs and expenses incurred to enforce the terms of this Addendum A) as they are incurred in connection with investigating, preparing, defending or settling or otherwise relating to any threatened or pending Proceeding for which indemnification or contribution has or could be sought by the RJ Party, whether or not in connection with a Proceeding in which any RJ Party is a named party; provided that, if any such reimbursement is for expenses relating to a Loss that is found, in a final, unappealable judgment by a court of competent jurisdiction, to have resulted solely and exclusively and as a direct and proximate cause from said RJ Party's Excluded Act, such RJ Party will promptly repay such amount to the Company.

The indemnity, contribution and expense reimbursement agreements and obligations set forth in this Addendum will be in addition to any other rights, remedies or indemnification as to which any RJ Party may have or be entitled at common law or otherwise, will survive any termination of the Agreement or completion of services under the Agreement, will remain operative and in full force and effect regardless of any investigation made by or on behalf of any RJ Party. The Company further agrees that the indemnification, contribution and reimbursement obligations set forth in this Addendum A will apply whether or not Raymond James or any other RJ Party is a formal party in any such Indemnified Claim.

The Company will not settle, compromise or consent to judgment, or participate in or otherwise facilitate any such settlement, compromise or consent, with respect to any Indemnified Claim without the prior consent of Raymond James or any RJ Party involved in such Indemnified Claim unless (i) there is no admission of wrongdoing, negligence or improper activity of any kind of or by Raymond James or such RJ Party in such settlement, compromise or consent and (ii) there is an unconditional release of all RJ Parties from all liability on claims that are the subject matter of or arise out of such Indemnified Claim, provided, however, that, notwithstanding the foregoing, the Company may not control or facilitate any settlement, compromise or consent with respect to any and all proceedings or hearings before any regulatory bodies and/or authorities involving Raymond James.

Should the Company file a Chapter 11 Bankruptcy Case, the indemnification provisions herein shall be modified as follows:

(a) Subject to the provisions of subparagraphs (b) and (c) below, the Company is authorized to indemnify, contribute, or reimburse, and shall indemnify, contribute, or reimburse Raymond James for any claims arising from, related to, or in connection with services to be provided by Raymond James as specified in Raymond James' retention application, but not for any claim arising from, related to, or in connection with Raymond James's post-petition performance of any other services other than those in connection with the engagement, unless such post-petition services and the indemnification, contribution, or reimbursement therefor are approved by the Bankruptcy Court;

(b) The Company shall have no obligation to indemnify Raymond James, or provide contribution or reimbursement to Raymond James, for any claim or expense that is either: (i) judicially determined (the determination having become final and non-appealable) to have arisen from Raymond James's gross negligence, willful misconduct, breach of fiduciary duty, if any, bad faith, or self-dealing; (ii) for a contractual dispute in which the Company alleges the breach of Raymond James's contractual obligations, unless the Bankruptcy Court determines that indemnification, contribution, or reimbursement would be permissible pursuant to In re United Artists Theatre Co., 315 F.3d 217 (3d Cir. 2003); or (iii) settled prior to a judicial determination as to the exclusions set forth in clauses (i) and (ii) above, but determined by the Bankruptcy Court, after notice and a hearing pursuant to subparagraph (c) below, to be a claim or expense for which Raymond James should not receive indemnity, contribution, or reimbursement under the terms of the Engagement Letter Agreement as modified by Bankruptcy Court Order; and

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(c) *If, before the earlier of (i) the entry of an order confirming a chapter 11 plan in the case (that order having become a final order no longer subject to appeal) and (ii) the entry of an order closing the Chapter 11 Case, Raymond James believes that it is entitled to the payment of any amounts by the Company on account of the Company's indemnification, contribution, or reimbursement obligations under the Engagement Letter Agreement (as modified by any Bankruptcy Court Order), including, without limitation, the advancement of defense costs, Raymond James must file an application in the Bankruptcy Court, and the Company may not pay any such amounts to Raymond James before the entry of an order by the Bankruptcy Court approving the payment. This subparagraph (c) is intended only to specify the period of time under which the Bankruptcy Court shall have jurisdiction over any request for fees and expenses by Raymond James for indemnification, contribution, or reimbursement, and not a provision limiting the duration of the Debtor's obligation to indemnify Raymond James. All parties in interest shall retain the right to object to any demand by Raymond James for indemnification, contribution, or reimbursement, and not as a provision limiting the duration of the Debtor's obligation to indemnify Raymond James.*

This Addendum A will survive any termination or completion of the engagement provided by the Agreement.

Agreed and accepted (this Addendum A may be executed in one or more counterparts and delivered by electronic transmission, and each such counterpart shall be an original and all of which shall together constitute one and the same instrument):

RAYMOND JAMES & ASSOCIATES, INC.	**SYNTHEGO CORPORATION**
By: Signed by: Geoffrey Richards 4317D42B2943459... Managing Director – Investment Banking	By: Craig Christianson, CEO
Signature Date: 07-Apr-2025	Signature Date:

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Certificate Of Completion

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3696 Haven Ave Suite A
Redwood City, CA 94063
shannon.leary@synthego.com
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Craig J Christianson craig.christianson@synthego.com President & CEO Synthego Corporation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/7/2025 10:26:15 AM ID: 6f63687d-40e5-44fa-9e50-db9d5d09d8f4		Sent: 4/7/2025 12:35:18 PM
Geoffrey Richards geoffrey.richards@raymondjames.com Managing Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/7/2025 12:55:19 PM ID: 3c48e15f-33b8-42b8-97dd-6d0a8cab3f29	Signed by: Geoffrey Richards 4317D42B2943459... Signature Adoption: Pre-selected Style Using IP Address: 72.158.132.56 Signed using mobile	Sent: 4/7/2025 12:35:18 PM Viewed: 4/7/2025 12:55:19 PM Signed: 4/7/2025 12:55:40 PM

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Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSUMER DISCLOSURE

From time to time, Synthego (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

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ii. send us an e-mail to it@synthego.com and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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