SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): February 20, 2024

SALARIUS PHARMACEUTICALS, INC.

(Exact name of registrant as specified in its charter)

Delaware	**001-36812**	**46-5087339**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification Number)**

2450 Holcombe Blvd.
Suite X
Houston, TX **77021**

(Address of principal executive offices) **(Zip Code)**

(832) 834-9144
(Registrant's telephone number, including area code)

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 (see General Instruction A.2. below):

☐ 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 $0.0001	SLRX	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.☐

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Separation and Consulting Agreements of David J. Arthur

On February 20, 2024 (the "Separation Date"), Salarius Pharmaceuticals, Inc. (the "Company") entered into a separation and release agreement (the "Separation Agreement") with David J. Arthur, the Company's President and Chief Executive Officer, which provides for Mr. Arthur's separation of employment, effective as of the Separation Date. Under the Separation Agreement, and subject to Mr. Arthur agreeing to a release of claims and complying with certain other continuing obligations contained therein, the Company will pay Mr. Arthur a lump-sum payment equal to the amounts owed to him pursuant to Section 5(c)(ii) of that certain Amended and Restated Employment Agreement, dated February 5, 2019, by and between the Company and Mr. Arthur, which was filed as Exhibit 10.5 to the Company's Registration Statement on Form S-4, filed with the U.S. Securities and Exchange Commission on February 14, 2019, as amended by that certain Amendment, dated September 10, 2019, filed as Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the Commission on September 16, 2019. Under the terms of the Separation Agreement, Mr. Arthur has elected to receive such amounts in a lump sum.

Mr. Arthur will remain the Company's principal executive officer and provide services to the Company in such capacity pursuant to a Consulting Agreement, dated February 20, 2024, by and between the Company and Mr. Arthur (the "Consulting Agreement"). Pursuant to the Consulting Agreement, Mr. Arthur is required to devote at least one-fourth (1/4) of his time on a weekly basis (on average 10 or more hours/week) to performing the services set forth in the Consulting Agreement. In exchange for Mr. Arthur's services as set forth in the Consulting Agreement, Mr. Arthur will receive $10,417 per month. The term of the Consulting Agreement expires on February 20, 2025, unless earlier terminated by either party in accordance with the terms of the Consulting Agreement.
In addition, on the Separation Date, the Company entered into a Notice of Stock Option Amendment with Mr. Arthur (the "Notice of Stock Option Amendment), pursuant to which the Board amended the stock options to purchase shares of common stock granted to Mr. Arthur on September 10, 2019, March 23, 2020, July 14, 2020, December 2, 2020 and January 20, 2022 pursuant to the Company's 2015 Equity Incentive Plan (the "Plan") to extend the post-termination exercise period from 90 days to 18 months upon the termination of Mr. Arthur's "Continuous Service" (as defined in the Plan) for any reason other than for "Cause" (as defined in the Plan), but not beyond the term of the applicable stock option, and subject to earlier termination (such as in connection with a "Corporate Transaction" (as defined in the Plan) as provided under the Plan.

Mr. Arthur also entered into an updated indemnification agreement with the Company (the "Indemnification Agreement") to reflect his change in status from an employee of the Company to a consultant.

The foregoing descriptions of the Separation Agreement, the Consulting Agreement, the Notice of Stock Option Amendment and the Indemnification Agreement do not purport to be complete and are qualified in their entirety by reference to the Separation Agreement, the Consulting Agreement, the Notice of Stock Option Amendment and the Indemnification Agreement, which are filed as Exhibits 10.1, 10.2, 10.3 and 10.4 to this Current Report on Form 8-K, respectively, and incorporated herein by reference.

Amendment to Executive Employment Agreement of Mark J. Rosenblum

On February 20, 2024, the Company and Mark J. Rosenblum, Executive Vice President, Finance and Chief Financial Officer of the Company, entered into that certain Amendment to Executive Employment Agreement (the "Employment Agreement Amendment"), which amends that certain Executive Employment Agreement, dated April 24, 2020, by and between the Company and Mr. Rosenblum solely to provide Mr. Rosenblum with the option to receive any severance that may be owed to Mr. Rosenblum pursuant to Section 5(c)(i) thereof in in equal installments over a period of time or in a lump-sum amount.

The foregoing description of the Employment Agreement Amendment does not purport to be complete and is qualified in its entirety by reference to the Employment Agreement Amendment, which is filed as Exhibit 10.5 to this Current Report on Form 8-K and incorporated herein by reference.

Changes to Non-Employee Director Compensation

On February 20, 2024, the Board approved a reduction in cash compensation payable to its non-employee directors. Effective as of April 1, 2024, non-employee directors will receive an annual cash retainer of $30,000 (previously $40,000) for their Board service. In

addition, the Chair of the Board will receive an additional annual cash retainer of $20,000 (previously $40,000), the Chair of the Audit Committee of the Board will receive an additional annual cash retainer of $10,000 (previously $20,000), and members of the Audit Committee will receive an additional annual cash retainer of $3,500 (previously $7,500). No additional cash retainers will be paid for serving as a Chair or member of the Compensation Committee of the Board or the Governance and Nominating Committee of the Board. Mr. Arthur is eligible to receive compensation as a non-employee member of the Board.

Item 8.01 Other Events.

On February 22, 2024, the Company issued a press release announcing, among other things, an update to the Company's review of strategic alternatives to maximize stockholder value, and the Company's plans to support ongoing seclidemstat clinical trials by implementing cost-saving measures, including the transition of Mr. Arthur to a consultant role as contemplated by the Separation Agreement and the Consulting Agreement. A copy of the press release is filed as Exhibit 99.1 to this Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Separation and Release Agreement, dated February 20, 2024, by and between Salarius Pharmaceuticals, Inc. and David J. Arthur
10.2	Consulting Agreement, dated February 20, 2024, by and between Salarius Pharmaceuticals, Inc. and David J. Arthur
10.3	Notice of Stock Option Amendment, dated February 20, 2024, by and between Salarius Pharmaceuticals, Inc. and David J. Arthur.
10.4	Indemnification Agreement, dated February 20, 2024, by and between Salarius Pharmaceuticals, Inc. and David J. Arthur
10.5	Amendment to Executive Employment Agreement, dated February 20, 2024, by and between Salarius Pharmaceuticals, Inc. and Mark J. Rosenblum
99.1	Press release of Salarius Pharmaceuticals, Inc. dated February 22, 2024
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

SALARIUS PHARMACEUTICALS, INC.

Date: February 22, 2024

By: /s/ Mark J. Rosenblum

Mark J. Rosenblum
Chief Financial Officer

SEPARATION AGREEMENT AND GENERAL RELEASE

This Confidential Separation Agreement and General Release (the "Agreement") is being entered into between DAVID J. ARTHUR ("Executive") and SALARIUS PHARMACEUTICALS, INC. (the "Company") as of February 20, 2024 in connection with the termination of Executive's employment with the Company as of February 20, 2024 (the "Separation Date"). Executive and the Company are referred to collectively as the "Parties." The Parties executed an Employment Agreement on February 5, 2019 (the "Employment Agreement"), which is incorporated herein by reference and shall apply to this Agreement, along with the September 10, 2019 amendment.

1. Termination of Employment/Resignation. Executive's employment with the Company is terminated effective the Separation Date.

2. Severance. In consideration for Executive's execution of this Agreement within the twenty-one (21) day Consideration Period defined in Section 11 below, and non-revocation of the same, in full satisfaction of the Company's obligations set forth in Section 5(c)(ii) of the Employment Agreement and agreeing to abide by the terms contained herein, the Company agrees to the following (collectively, the "Separation Consideration"):

a. pay to Executive the gross amount of Five Hundred Thousand Dollars ($500,000.00) an amount equal to twelve months of Executive's current Base Salary ("Severance"). The Company will withhold the appropriate federal, state and local taxes, as determined by the Company, from all Severance paid under this Agreement. Severance will be paid to Executive in a lump sum beginning on the first reasonably practical payday following the expiration of the Revocation Period set forth in Section 11 below, without revocation by Executive. The Company's obligation to pay Severance shall automatically terminate upon Executive's breach of any of the provisions of this Agreement, and any Severance already paid to Executive prior to such breach shall become immediately due and repayable to the Company. The Company may elect, in its discretion, to reduce Severance paid pursuant to this Agreement by any amounts owed by Executive to the Company or third parties, including travel or paid leave advances, wage garnishments or liens, and other similar debts, as permitted under applicable law; and

b. provided that Executive properly elects continuation healthcare coverage under COBRA and the regulations thereunder, timely pays such COBRA premiums and timely submits proof of payment to Company, the Company will reimburse Executive (upon Executive's submission to Company of adequate proof of payment by Executive) for Executive's cost of continuation of group healthcare coverage under the Company's group medical and dental plans pursuant Section 4980B of the Internal Revenue Code ("COBRA") for Executive and his covered dependents for the shorter of: (1) twelve months following the Separation Date; or (2) until the date the Executive secures reasonably comparable coverage with another employer ("COBRA Benefits"). COBRA continuation premiums paid or reimbursed pursuant to this Section 2(b) shall be capped at the coverage levels, if any, Executive elected during the Company's last open enrollment period, and that were in place on the Separation Date.

3. Further Acknowledgement. Executive acknowledges and agrees that Executive has been fully paid any and all compensation due and owing to Executive, including all wages, salary, commissions, bonuses, options, shares, stock, incentive payments, equity interests, profit-sharing payments, expense reimbursements, accrued but unused vacation pay, leave or other benefits. Executive further agrees that the Severance is not compensation for Executive's services rendered through Executive's Separation Date, but rather constitutes consideration for the promises contained in this Agreement, and is above and beyond any wages or salary or other sums to which Executive was entitled as a result of Executive's employment with the Company, shall constitute full and complete accord and/or satisfaction of any and all outstanding obligations owing to Executive pursuant to the Employment Agreement, including without limitation, any and all amounts due and owing to Executive upon

Executive' separation from employment without Cause pursuant to Section 5 of the Employment Agreement.

4. General Release. Except for any rights granted under this Agreement, Executive, for Executive, and for Executive's heirs, assigns, executors and administrators, hereby releases, remises and forever discharges the Company, its parents, subsidiaries, joint ventures, investors, affiliates, divisions, predecessors, successors, assigns, and each of their respective directors, officers, partners, attorneys, shareholders, administrators, employees, agents, representatives, employment benefit plans, plan administrators, fiduciaries, trustees, insurers and re-insurers, and all of their predecessors, successors and assigns (collectively, the "Releasees") of and from all claims, causes of action, covenants, contracts, agreements, promises, damages, disputes, demands, and all other manner of actions whatsoever, in law or in equity, that Executive ever had, may have had, now has, or that Executive's heirs, assigns, executors or administrators hereinafter can, shall or may have, whether known or unknown, asserted or unasserted, suspected or unsuspected, as a result of or related to Executive's employment with the Company, the termination of that employment, or any act or omission which has occurred at any time up to and including the date of the execution of this Release (the "Released Claims").

a. Released Claims. The Released Claims released include, but are not limited to, any claims for monetary damages; any claims related to Executive's employment with the Company or the termination thereof; any claims relating to the Employment Agreement; any claims to severance or similar benefits; any claims related to compensation or benefits from the Company, including salary, bonuses, overtime, vacation pay, sick pay, paid leave, expense reimbursements any claims to expenses, attorneys' fees or other indemnities; any claims to options or other interests in or securities of the Company, including but not limited to any claims based on any actions or failures to act that occurred on or before the date of this Agreement; and any claims for other personal remedies or damages sought in any legal proceeding or charge filed with any court or federal, state or local agency either by Executive or by any person claiming to act on Executive's behalf or in Executive's interest. Executive understands that the Released Claims may have arisen under different local, state and federal statutes, regulations, or common law doctrines. Executive hereby specifically, but without limitation, agrees to release all Releasees from any and all claims under each of the following laws:

i. Antidiscrimination laws, such as Title VII of the Civil Rights Act of 1964, as amended, and Executive Order 11246 (which prohibit discrimination based on race, color, national origin, religion, or sex); Section 1981 of the Civil Rights Act of 1866 (which prohibits discrimination based on race or color); the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973 (which prohibit discrimination based upon disability); the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 *et seq.* (which prohibits discrimination on the basis of age); the Equal Pay Act (which prohibits paying unequal pay for equal work on the basis of sex, race, or ethnicity); Texas Labor Code, including the Texas Anti-Retaliation Act and the Texas Whistleblower Act; the Delaware Discrimination in Employment Act, the Delaware Persons With Disabilities Employment Protection Act, the Delaware Whistleblowers' Protection Act, the Delaware Fair Employment Practices Act, and the Delaware Volunteer Emergency Responders Job Protection Act; or any other local, state or federal statute, regulation, common law or decision concerning discrimination, harassment, or retaliation on these or any other grounds or otherwise governing the employment relationship.

ii. Other employment laws, such as the federal Worker Adjustment and Retraining Notification Act of 1988 (known as WARN laws, which require advance notice of certain workforce reductions); the Employee Retirement Income Security Act of 1974 (which, among other things, protects employee benefits); the Fair Labor Standards Act of 1938 (which regulates wage and hour matters); the Family and Medical Leave Act of 1993 (which requires employers to provide leaves of absence under certain circumstances); the Texas Payday Act and Chapter 21 of the Texas Labor Code; or the Delaware Wage Payment and Collection Act and Delaware's social media law.

iii. Other laws of general application, such as federal, state, or local laws enforcing express or implied employment agreements or other contracts or covenants, or addressing breaches of such agreements, contracts or covenants; federal, state or local laws providing relief for alleged wrongful discharge or termination, physical or personal injury emotional distress, fraud, intentional or negligent misrepresentation, defamation, invasion of privacy, violation of public policy or similar claims; common law claims under any tort, contract or other theory now or hereafter recognized, including but not limited to any claims under the Employment Agreement, and any other federal, state, or local statute, regulation, common law doctrine, or decision regulating or regarding employment.

b. Participation in Agency Proceedings. Nothing in this Agreement shall prevent Executive from filing a charge (including a challenge to the validity of this Agreement) with the Equal Employment Opportunity Commission (the "EEOC"), the National Labor Relations Board (the "NLRB"), the Texas Civil Rights Division (the "CRD"), or other similar federal, state or local agency, or from participating in any investigation or proceeding conducted by the EEOC, the NLRB, the CRD or similar federal, state or local agencies. However, by entering into this Agreement, Executive understands and agrees that Executive is waiving any and all rights to recover any monetary relief or other personal relief as a result of any such EEOC, NLRB, CRD or similar federal, state or local agency proceeding, including any subsequent legal action.

c. Claims Not Released. The Released Claims do not include claims by Executive for: (1) unemployment insurance; (2) worker's compensation benefits; (3) state disability compensation; (4) previously vested benefits under any the Company-sponsored benefits plan; (5) challenging the validity of this release pursuant to the Age Discrimination in Employment Act; and (6) any other rights that cannot by law be released by private agreement.

d. No Existing Claims or Assignment of Claims. Executive represents and warrants that Executive has not previously filed or joined in any claims that are released in this Agreement and that Executive has not given or sold any portion of any claims released herein to anyone else, and that Executive will indemnify and hold harmless the Company and the Releasees from all liabilities, claims, demands, costs, expenses and/or attorneys' fees incurred as a result of any such prior assignment or transfer.

e. Acknowledgement of Legal Effect of Release. BY SIGNING THIS AGREEMENT, EXECUTIVE UNDERSTANDS THAT EXECUTIVE IS WAIVING ALL RIGHTS EXECUTIVE MAY HAVE HAD TO PURSUE OR BRING A LAWSUIT OR MAKE ANY LEGAL CLAIM AGAINST THE COMPANY OR THE RELEASEES, INCLUDING, BUT NOT LIMITED TO, CLAIMS THAT IN ANY WAY ARISE FROM OR RELATE TO EXECUTIVE'S EMPLOYMENT OR THE TERMINATION OF THAT EMPLOYMENT, FOR ALL OF TIME UP TO AND INCLUDING THE DATE OF THE EXECUTION OF THIS AGREEMENT. EXECUTIVE FURTHER UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EXECUTIVE IS PROMISING NOT TO PURSUE OR BRING ANY SUCH LAWSUIT OR LEGAL CLAIM SEEKING MONETARY OR OTHER RELIEF.

5. Proprietary and/or Confidential Information. Executive agrees that any sensitive, proprietary, or confidential information or data relating to the Company or any of its affiliates or other Releasees as defined above, including, without limitation, trade secrets, processes, practices, pricing information, billing histories, customer requirements, customer lists, customer contacts, employee lists, salary information, personnel matters, financial data, operating results, plans, contractual relationships, projections for new business opportunities, new or developing business for the Company, technological innovations in any stage of development, the Company's financial data, long range or short range plans, any confidential or proprietary information of others licensed to the Company, and all other data and information of a competition-sensitive nature (collectively, "Confidential Information"), and all notes, records, software, drawings, handbooks, manuals, policies, contracts, memoranda, sales files, or any other

documents generated or compiled by any employee of the Company reflecting such Confidential Information, that Executive acquired while an employee of the Company will not be disclosed or used for Executive's own purposes or in a manner detrimental to the Company's interests.

However, please note that Executive will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of the Company's trade secrets that:

(A) Is made

a. In confidence to a federal, state or local government official, either directly or indirectly or to an attorney; and

b. Solely for the purpose of reporting or investigating a suspected violation of law; or

(B) Is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nothing in this Agreement prohibits Executive from reporting possible violations of law to a governmental agency or self-regulatory organization, cooperating with such agency, or taking other actions protected under federal or state whistleblower law (including receiving a whistleblower award), in each case without prior notice to or authorization from the Company.

6. Return of Information and Property. Except as otherwise specified in a written agreement between Executive and Company that is entered into after this Agreement, Executive agrees to return to the Company all property and equipment belonging to the Company and the Releasees, including without limitation all computers including any laptop or cellular phone, hard drives, keys, passwords, and access cards, the originals and all copies (regardless of medium) of all information, files, materials, documents or other property relating to the business of the Company, the Releasees, or their affiliates, and Executive represents that all such information and items have been returned to the Company. If Executive fails to return any such property, the Company shall be entitled to deduct from the Severance an amount equal to the value of non-returned property.

7. Non-disparagement. Executive agrees that Executive will not make to any person or entity any false, disparaging, or derogatory comments about the Company, its business affairs, its employees, clients, contractors, agents, or any of the other Releasees. This prohibition does not preclude Executive from providing truthful testimony if compelled by law nor does it prohibit the disclosure of information which cannot be restricted, as a matter of law, by private agreement. In addition, nothing in this agreement prevents you from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. Executive will refer all reference requests regarding Executive's employment with the Company to the Company's Human Resources department, who will disclose only Executive's dates of employment with the Company and last position held in response to such reference requests.

8. General Provisions. This Agreement contains the entire understanding and agreement between the Parties relating to the subject matter of this Agreement, and supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter hereof provided, however, that this Agreement does not supersede the provisions contained in the Employment Agreement that were intended to continue after the termination of employment, including, but not limited to, the intellectual property, and confidentiality provisions, which shall remain in effect. No other promises or agreements shall be binding or shall modify this Agreement unless reduced to writing and signed by the parties hereto or counsel for the parties. Executive has not relied upon any representation or statement outside this Agreement with regard to the subject matter, basis or effect of this Agreement. This Agreement will be governed by, and construed in accordance with, the laws of the State of Texas,

excluding the choice of law rules thereof. The language of all parts of this Agreement will in all cases be construed as a whole, according to the language's fair meaning, and not strictly for or against any of the Parties. This Agreement will be binding upon and inure to the benefit of the Parties and their respective representatives, successors and permitted assigns. Neither the waiver by either Party of a breach of or default under any of the provisions of the Agreement, nor the failure of such Party, on one or more occasions, to enforce any of the provisions of the Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any provisions, rights or privileges hereunder. The Parties agree to take or cause to be taken such further actions as may be necessary or as may be reasonably requested in order to fully effectuate the purposes, terms, and conditions of this Agreement. This Agreement and the rights and obligations of the Parties hereunder may not be assigned by Executive without the prior written consent of the Company, but may be assigned by the Company or its successors and assigns without Executive's permission or consent. If any one or more of the provisions of this Agreement, or any part thereof, will be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remainder of this Agreement will not in any way be affected or impaired thereby. This Agreement may be signed in one or more counterparts, each of which will be deemed an original, and all of which together will constitute one instrument.

9. No Admission; Attorneys' Fees. The Parties agree that nothing contained in this Agreement will constitute or be treated as an admission of liability or wrongdoing by either of them. In any action to enforce the terms of this Agreement, the prevailing Party will be entitled to recover its costs and expenses, including reasonable attorneys' fees.

10. ADEA Acknowledgment/Time Periods. With respect to the General Release in Section 4 of this Agreement, Executive agrees and understands that by signing this Agreement, Executive is specifically releasing all claims under the Age Discrimination in Employment Act, as amended, 29 U.S.C. Section 621 *et seq*. Executive acknowledges that Executive has carefully read and understands this Agreement in its entirety, and executes it voluntarily and without coercion.

a. Consideration Period. Executive is hereby advised to consult with a competent, independent attorney of Executive's choice, at Executive's expense, regarding the legal effect of this Agreement before signing it. Executive shall have twenty-one (21) days from receipt of this Agreement to consider whether to execute it, but Executive may voluntarily choose to execute this Agreement before the end of the twenty-one (21) day period. Executive agrees that any change to this Agreement prior to Executive's signature, whether material or immaterial, will not restart the twenty-one (21) day review period.

b. Revocation Period. Executive understands that Executive has seven (7) days following Executive's execution of this Agreement to revoke it in writing, and that this Agreement is not effective or enforceable until after this seven (7) day period has expired without revocation. If Executive wishes to revoke this Agreement after signing it, Executive must provide written notice of Executive's decision to revoke the Agreement to the Company, Attention: William McVicar, Chairman of the Board of Directors (wmcvicar@salariuspharma.com), by no later than 12:01 a.m. on the eighth (8^{th}) calendar day after the date by which Executive has signed this Agreement (the "Revocation Deadline").

11. No Obligation to Hire. Executive agrees that neither the Company nor any of its parents, subsidiaries, or affiliates has any obligation to hire, reemploy, or reinstate Executive in the future.

12. Internal Revenue Code Section 409A: The Parties intend to comply with the requirements of section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A"). All payments under this Agreement are intended to either be exempt from or comply with the requirements of Section 409A. All payments made under this Agreement shall be strictly paid in accordance with the terms of this Agreement. The Parties expressly understand that the provisions of this Agreement shall be

construed and interpreted to avoid the imputation of any additional tax, penalty or interest under Section 409A and to preserve (to the nearest extent reasonably possible) the intended benefits payable to Executive hereunder. Each Severance Payment under this Agreement shall be treated as a separate payment of compensation for purposes of Section 409A. Any reimbursements or in-kind benefits provided under this Agreement that are subject to Section 409A shall be made or provided in accordance with the requirements of Section 409A, including, where applicable, the requirement that (i) any reimbursement is for expenses incurred during the period of time specified in the Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a calendar year may not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (iii) the reimbursement of an eligible expense will be made no later than the last day of the calendar year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit. Notwithstanding anything in this Agreement to the contrary, the Company shall not make any deductions for money or property that Executive owes to the Company, offset or otherwise reduce any sums that may be due or become payable to or for the account of Executive with respect to any arrangements other than pursuant to the terms of this Agreement, from amounts that constitute deferred compensation for purposes of Section 409A and except as required by law. Executive's right to any deferred compensation, as defined under Section 409A, shall not be subject to borrowing, anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment, or garnishment by creditors, to the extent necessary to avoid additional tax, penalties and/or interest under Section 409A. Nothing herein, including the foregoing sentence, shall change the Company's rights and/or remedies under the Agreement and/or applicable law. In no event shall the Company be liable for any penalties, costs, damages, levies or taxes imposed on Executive pursuant to Section 409A.

13. Execution. Executive understands and agrees that this Agreement shall be null and void and have no legal or binding effect whatsoever if: (1) Executive signs but then timely revokes the Agreement before the Revocation Deadline or (2) the Agreement is not signed by Executive on or before the twenty-first (21st) day after Executive receives it.

BY SIGNING BELOW, EXECUTIVE REPRESENTS AND WARRANTS THAT EXECUTIVE HAS FULL LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT, EXECUTIVE HAS CAREFULLY READ AND UNDERSTANDS THIS AGREEMENT IN ITS ENTIRETY, HAS HAD A FULL OPPORTUNITY TO REVIEW THIS AGREEMENT WITH AN ATTORNEY OF EXECUTIVE'S CHOOSING, AND HAS EXECUTED THIS AGREEMENT VOLUNTARILY, WITHOUT DURESS, COERCION OR UNDUE INFLUENCE.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, have agreed to the terms and conditions of this Agreement as of the date first set forth below.

**** MAY NOT BE SIGNED EARLIER THAN THE SEPARATION DATE****

EXECUTIVE:

By: /s/ David J. Arthur
Name: DAVID J. ARTHUR

Date: February 20, 2024

SALARIUS PHARMACEUTICALS, INC.

By: /s/ William K. McVicar
Name: WILLIAM K. MCVICAR
Title: Chair of the Board

Date: February 20, 2024

ELECTION TO EXECUTE PRIOR TO EXPIRATION
OF 21-DAY CONSIDERATION PERIOD

I, DAVID J. ARTHUR, understand that I have twenty-one (21) days within which to consider and execute the attached Confidential Separation Agreement and General Release. However, after having an opportunity to consult counsel, I have freely and voluntarily elected to execute the Confidential Separation Agreement and General Release before such twenty-one (21) day period has expired.

February 20, 2024 /s/ David J. Arthur
Date **Executive Signature**

CONSULTING AGREEMENT

This Consulting Agreement ("Consulting Agreement") is effective as of February 20, 2024 (the "Effective Date") by and between Salarius Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and David J. Arthur ("Consultant"), effective generally as of the Effective Date except as otherwise expressly provided below. Consultant and the Company are sometimes referred to herein, individually, as a "Party" or, collectively, as the "Parties."

RECITALS

WHEREAS, the Company desires to engage Consultant, and Consultant desires to provide consulting services to the Company pursuant to the terms and conditions contained herein.

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

1. Consulting Services, Fees, Other Compensation and Expenses. During the Term, Consultant will provide the Company with the consulting services described in Exhibit A (*Services, Fees, Other Compensation and Expenses*) (the "Services"), attached hereto and incorporated herein for all purposes. The Parties agree that the Services will solely be performed by Consultant. Consultant will not have any authority to obligate the Company in any way absent specific direction and approval to do so from the Board of Directors of the Company or except by reason of any other position (officer, director, or otherwise) Consultant may hold with the Company as further addressed in Exhibit A. In exchange for the Services, the Company will pay Consultant the fees, other compensation and certain related expenses also described in Exhibit A (*Services, Fees, Other Compensation and Expenses*). Upon the termination of this Consulting Agreement in accordance with Section 6.A herein, the Company shall have no obligation to pay fees, commissions, or any other amounts under this Consulting Agreement for Services or expenses with respect to any period on or after the date of such termination. All Services will be performed and completed in a competent fashion in accordance with applicable industry and Company's standards, and all Services are subject to final approval by the Company prior to payment.

2. Term. Unless earlier terminated as provided for in Section 6.A, this Consulting Agreement is effective as of the Effective Date until the twelve (12) month anniversary of the Effective Date (the "Term").

3. Proprietary Agreement. Prior to any effectiveness of this Consulting Agreement, Consultant shall execute and deliver to the Company a copy of the Proprietary Information and Invention Assignment Agreement in the form attached hereto as Exhibit B (*Proprietary Agreement*) (the "Proprietary Agreement"). For purposes of clarity and the avoidance of doubt, in the event of a conflict between the terms and provisions of the Proprietary Agreement and any other confidentiality and/or non-disclosure agreement entered into by and between the Company and Consultant, the Proprietary Agreement shall control.

4. Conflicting Obligations.

A. *Conflicts.* Consultant certifies that Consultant does not have any outstanding agreement or obligation that is in conflict with any of the provisions of this Consulting Agreement or that would preclude Consultant from complying with the provisions of this Consulting Agreement or any agreements provided for herein. Consultant agrees that Consultant will not enter into any such conflicting agreement during the Term. Consultant's violation of this Section 4.A will be considered a Material Breach under Section 6.A(ii).

B. *Substantially Similar Designs*. In view of Consultant's access to the Company's trade secrets and proprietary know-how, Consultant will not, without the Company's prior written approval, design, or assist others in the design of, identical or substantially similar designs as those developed under this Consulting Agreement for any third party during the Term and after the termination of this Consulting Agreement for a period of one (1) year. Consultant acknowledges that the obligations in this Section 4.B. are ancillary to Consultant's obligations under Exhibit B (*Proprietary Agreement*).

C. *Separation.* The Company acknowledges that Consultant may in the future be engaged in consulting services with other entities and that the Consultant is subject to certain confidentiality agreements with other entities. Consultant shall be solely responsible for ensuring Consultant's compliance with those agreements and any other limitations that may be imposed on Consultant. Consultant shall use Consultant's best efforts to minimize or avoid any questions of disclosure of, or rights under, any inventions made by Consultant in providing the Services to the Company (and to assist the Company and Consultant's other clients in fairly resolving any questions which may arise). All Services and related documentation in connection with this Consulting Agreement shall be kept completely separate from Consultant's other consulting activities in order to avoid any preemptions or overlap of other rights or obligations of the Consultant.

1. Reports. Consultant will, from time to time during the Term, keep the Company advised as to the Services under this Consulting Agreement. In addition, Consultant will, as requested by the Company, prepare written reports with respect to such progress. The time required to prepare such written reports will be considered time devoted to the performance of the Services.

2. Termination of Consulting Agreement; Survival

A. *Termination of Consulting Agreement*.

(i) This Consulting Agreement shall terminate upon the expiration of the Term. This Consulting Agreement may terminate earlier upon any of the following:

(1) Consultant's death or incapacity;

(2) Assignment of this Consulting Agreement by Consultant with the Company's written consent;

(3) Ten (10) days' notice to Consultant by the Company;

(4) Written notice to Consultant by the Company, effective immediately, of a Material Breach (as defined below) by Consultant; or

(5) Ten (10) days' notice to the Company by the Consultant.

(ii) For purposes of this Consulting Agreement, "Material Breach" shall include failure to perform the Services in a timely fashion (*e.g.*, failure to work cooperatively with Company staff, negligence or wrongdoing in the performance of Consultant's duties, or any other breach of a provision hereof or of the Proprietary Agreement).

B. *Survival*. Upon termination or expiration of this Consulting Agreement, all rights and duties of the Company and Consultant toward each other shall cease; provided that the following shall survive the termination or expiration of this Consulting Agreement:

(i) The Company will pay, within thirty (30) days after the effective date of such termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related expenses, if any, submitted in accordance with the Company's policies and in accordance with the provisions of Exhibit A (*Services, Fees, Other Compensation and Expenses*);

(ii) Consultant will promptly deliver to the Company any and all documents, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, devices, equipment, other property, or reproductions of any aforementioned items developed by Consultant pursuant to this Consultant Agreement or otherwise belonging to the Company, its successors or assigns; and

(iii) Section 3 (*Proprietary Agreement*), Section 4 (*Conflicting Obligations*), Section 7 (*Independent Contractor; No Benefits*), Section 8 (*Indemnification*), Section 9 (*Representations and Warranties*), Section 10 (*Miscellaneous*), and Exhibit B (*Proprietary Agreement*) will survive termination of this Consulting Agreement.

1. Independent Contractor; No Benefits.

A. *Independent Contractor.* It is the express intention of the Company and Consultant that Consultant provides the Services as an independent contractor to the Company. Nothing in this Consulting Agreement shall in any way be construed to deem Consultant as an employee of the Company during the Term. Without limiting the generality of the foregoing, during the Term, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority, except where expressly delegated in writing by the Company's Board of Directors or by reason of any other position (officer, director, or otherwise) Consultant may hold with the Company as further described in Exhibit A. Consultant is obligated to report as income all fees and other compensation received pursuant to under this Consulting Agreement in compliance with applicable laws. Further, Consultant acknowledges Consultant's obligation to pay all, as the case may be, self-employment and other taxes on such income.

B. *No Benefits*. Excluding any other agreement that Consultant might have with the Company to the contrary, during the Term, Consultant will not receive Company-sponsored benefits that the Company may make available to its employees, including, but not limited to, group health or life insurance, profit-sharing or retirement benefits. If Consultant were to be reclassified by a state or federal agency or court as

Company's employee under applicable law or otherwise with respect to the provision of Services hereunder, Consultant will not be eligible to receive any employee benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company's benefit plans or programs in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits. Notwithstanding the foregoing, Consultant may receive benefits from the Company as provided for by any separation and release or severance agreements entered into by the Company and Consultant on or prior to the Effective Date or through agreements pertaining to stock awards/grants.

C. *Taxes; Workers' Compensation and Other Benefits*. The Company will not withhold any taxes from payments made to Consultant related to the Services and will only report Consultant's gross fees or other compensation related to the Services to the extent required by law. Consultant is also solely responsible for the payment of all federal, state, local, or other applicable taxes, income or otherwise, incurred or due as a result of the receipt of gross fees or other compensation for the Services hereunder, and Consultant will file, on a timely basis, all tax returns required to be filed by any federal, state, or local tax authority with respect to the receipt of gross fees or other compensation for the Services hereunder. Consultant shall make such payments referred to in this paragraph as required by law.

2. Indemnification.

A. With regard to the Services provided hereunder, Consultant will indemnify and hold harmless the Company and its shareholders, managers, directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant related to the provision of the Services hereunder or (ii) any violation or claimed violation of a third party's rights resulting in whole or in part from the Company's use of the work product of Consultant under this Consulting Agreement; provided, however, that, except for intentional or negligent breaches of Exhibit B (*Proprietary Agreement*), the amounts required for indemnification under this paragraph shall in no event exceed the total fees or other compensation paid to Consultant for the Services provided by Consultant during the Term.

B. With regard to the Services, the Company will indemnify and hold harmless Consultant from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of the Company or its shareholders, managers, directors, officers, employees or agents or (ii) any violation or claimed violation of a third party's rights resulting in whole or in part from Consultant's use of any Confidential Information provided to Consultant by the Company under this Consulting Agreement.

C. In no event shall either Party be liable to the other Party or any of their respective shareholders, members, managers, directors, officers and employees for consequential, special or incidental damages arising under or in connection with this Consulting Agreement, even if such Party has been advised of the possibility of such damages.

D. Notwithstanding anything herein to the contrary, the Parties agree and acknowledge that Consultant, in Consultant's capacity as an officer or director of the Company, shall be entitled to (i) any indemnification protection made available to officers and directors of the Company, including (without limitation) pursuant to the

Company's governing documents, and (ii) coverage under any insurance policy maintained by the Company providing directors' and officers' liability insurance.

3. Representations and Warranties.

A. Each Party represents that this Consulting Agreement shall, when duly executed and delivered, constitute the legal, valid and binding obligation of each Party, as applicable, enforceable in accordance with its terms. Each Party further represents and warrants that: (i) it has all rights necessary to enter into and perform its obligations under this Consulting Agreement (including the maintenance by Consultant of all applicable state, city, and local business licenses and permits to perform the Services); (ii) there are no other contracts, agreements, restrictive covenants or other restrictions preventing such Party from entering into this Consulting Agreement or performing its obligations hereunder; and (iii) the performance of its obligations pursuant to this Consulting Agreement shall comply with all applicable laws.

B. Consultant represents, warrants and covenants that Consultant has not been, or during the Term will become, the target of or designated under any sanctions program that is established by statute or regulation of the United States, order of the President of the United States or by designations of any department or agency of the United States government including those designations reflected in the "list of Specifically Designated Nationals and Blocked Persons" of the Office of Foreign Assets Control, U.S. Department of the Treasury or the Office of Inspector General. If Consultant becomes the target of or is designated under any such sanctions program during the Term, Consultant shall immediately notify the Company thereof.

C. Consultant represents and warrants that Consultant has not been debarred pursuant to the Federal Food, Drug and Cosmetic Act and are not currently excluded, debarred, suspended, or otherwise ineligible to participate in the federal health care programs or in federal procurement or non-procurement programs. Moreover, if Consultant subsequently becomes debarred, excluded, suspended or ineligible as set forth in the preceding sentence, or is convicted of a criminal offense that falls within the scope of the federal statute providing for mandatory exclusion from participation in federal health care programs but has not yet been excluded, debarred, suspended, or otherwise declared ineligible to participate in those programs, Consultant agrees to immediately notify the Company of such event. Failure of Consultant to comply with this provision shall be a Material Breach of this Consulting Agreement warranting immediate termination.

3. Miscellaneous

A. *Governing Law; Jurisdiction; Venue*. This Consulting Agreement shall be governed by the laws of the State of Texas, excluding any conflict-of-laws rule or principle that might refer to the governance or the construction of this Consulting Agreement to the law of another jurisdiction. To the fullest extent permitted by law, each of the Parties to this Consulting Agreement expressly and irrevocably submits to the exclusive venue and jurisdiction of the state or federal courts located in Harris County Texas and irrevocably waives any objection or claim of inconvenient forum or venue. TO THE FULLEST EXTENT PERMITTED BY LAW, THE PARTIES HERETO WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS OR REMEDIES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.

B. *Assignability*. Consultant shall not sell, assign or delegate any rights or obligations under this Consulting Agreement without the previous written consent of the Company. This Agreement may be assigned by the Company to any affiliate or, in connection with a merger, consolidation, or sale of all or substantially all of the assets to which this Consulting Agreement relates. Any assignment not in compliance with this Consulting Agreement will be null, void and of no effect. This Consulting Agreement will be binding upon and inure to the benefit of each Party's permitted assigns and successors-in-interest. No assignment will relieve either Party of the performance of any accrued obligation that such Party may then have under this Consulting Agreement.

C. *Entire Agreement*. This Consulting Agreement (including the Exhibits thereto) and the Proprietary Agreement (collectively, the "Subject Documents") constitute the entire agreement between the Parties with respect to the subject matter therein and supersede all prior written and oral agreements between the Parties regarding the subject matter in the Subject Documents. Except for the Separation Agreement and General Release dated February 20, 2024 between the Company and Consultant, the Indemnification Agreement dated February 20, 2024, and the Notice of Amendment dated February 20, 2024, in the event that any such agreements or understandings exist, and it is determined that its terms are in conflict with the Subject Documents, the terms of the Subject Documents will prevail.

D. *Headings*. Headings are used in this Consulting Agreement for reference only and shall not be considered when interpreting this Consulting Agreement.

E. *Notices*. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed given if delivered personally or sent by overnight courier service, or sent by facsimile or e-mail, promptly confirmed by overnight courier service, as set forth above, addressed to the Parties at the following addresses (or at such other address for a Party as shall be specified by like notice, provided that notice of a change of address shall effective only upon receipt):

(1) If to Consultant:

David J. Arthur
[***]
[***]
Email: [***]

(2) If to the Company, to:

Salarius Pharmaceuticals, Inc.
Attn: William K. McVicar, Chair of the Board
[***]
[***]
Email: [***]

Any notice, consent, approval and other communication shall be deemed given, in the case of overnight courier service, on the next business day following its deposit with the courier, and, in the case of facsimile or e-mail, upon transmission.

F. *Severability*. If any provision of this Consulting Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

G. *Incorporation of Exhibits*. The exhibits attached hereto and referred to herein (the "Exhibits") are hereby incorporated by reference herein and made part of this Consulting Agreement for all purposes as if fully set forth herein. In the event of a conflict between the terms contained in any Exhibit and this Agreement, the terms of this Agreement shall control, unless specifically agreed upon to the contrary in the relevant Exhibit.

H. *Counterparts; Electronic Copies of Signatures and Original Agreement*. This Consulting Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimiles and scanned images of original signatures shall be considered as valid and binding as original signatures, and as such, a facsimile or scanned image of an original signature delivered by the executing Party to the other Party shall create a valid and binding obligation of the Party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature was an original signature. In addition, images of an original of the fully executed Consulting Agreement (which original Consulting Agreement may have original signatures, facsimile or scanned images of original signatures, or combinations thereof as provided herein) may be stored electronically. The Parties intend that electronic copies or images of an original Consulting Agreement and which accurately reflect the original Consulting Agreement, shall be valid as an original.

I. *Amendment*. This Consulting Agreement and its Exhibits may be amended by the Parties hereto only by an instrument in writing signed on behalf of each of the Parties hereto.

J. *Confidentiality*. Neither Party shall, at any time disclose to any third party the terms and conditions of this Consulting Agreement except with the prior written consent of the other Party or by reason of legal compulsion in any legal proceedings pursuant to law. The Parties agree that any breach of this Section 10.J or Exhibit B (*Proprietary Agreement*) could cause irreparable harm and that in addition to any and all other available remedies, the non-breaching Party may seek injunctive relief, without the necessity of bond or other security.

K. *Expenses of Agreement*. Each Party shall bear its own attorneys' fees and costs with respect to the negotiation of this Consulting Agreement.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

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

COMPANY:

SALARIUS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: Chair of the Board

CONSULTANT:

/s/ David J. Arthur
David J. Arthur

EXHIBIT A

SERVICES, FEES, OTHER COMPENSATION AND EXPENSES

1. Contact. Consultant's principal Company contact (the "Company Contact"): William K. McVicar, Chairman of the Board

2. Services. Consultant shall provide services as may be requested by the Company (the "Services"). During the Term, such Services shall include, among other things, continued service by Consultant to the Company as its Chief Executive Officer ("CEO") and President along with all the duties and responsibilities that customarily go with serving the Company as its CEO. Consultant shall devote at least one-fourth (1/4) of his time on a weekly basis (on average 10 or more hours/week) to performing the Services hereunder. In addition to the Services, Consultant continues to serve the Company as a member of its Board of Directors.

3. Company Equipment. Company shall furnish supplies, laptop computer, and other equipment necessary for Consultant's use during the Consulting Period, such to remain the property of the Company. Upon termination of this agreement, Consultant may purchase the laptop computer from the Company, subject to the deletion of any and all Proprietary Information contained on the laptop, at a value determined by reference to mutually agreed upon independent third-party's valuation.

4. Compensation. In consideration of the Services performed by Consultant under the Consulting Agreement, the Company shall pay to Consultant $10,417 per month for Services provided (the "Consulting Fee"). Consultant shall invoice Company for amounts due hereunder on a monthly basis, and amounts due hereunder shall be paid by Company within thirty (30) days of receipt of the applicable invoice. In performing the Services, Consultant is acting as an independent contractor for the Company and is solely responsible for payment of all income and self-employment taxes with respect to the monthly payment. Consultant hereby agrees that such amount is reasonable and sufficient given the nature of the Services and Consultant hereby irrevocably waives and discharges any claim against the Company arguing that this Consulting Agreement shall be unenforceable due to insufficient consideration. However, such waiver does not cover any possible claim of Consultant against the Company in the event that Company breaches this Consulting Agreement.

5. Reimbursements**.** During the Term, the Company will reimburse Consultant for all reasonable and actual business expenses incurred by Consultant in providing the Services pursuant to the Consulting Agreement ("Reimbursements"). Reimbursements are subject to Consultant's timely submission of receipts in accordance with Company policy and within thirty (30) days following the date such receipts are received. Any Reimbursements in excess of $2,500 per month shall require pre-approval from Consultant's principal Company Contact. The Consultant will continue to have use of a Salarius issued Company Credit card for reasonable business expenses, which shall be subject to compliance with this Section regarding Reimbursements. The Company's payment of any Reimbursements will be made within thirty (30) days following Consultant's submission of a proper reimbursement request.

6. Changes in Scope of Work**.** All changes in the scope of work of the Services, resulting in either an increase or decrease of the Services identified in this document, must be approved in writing prior to initiation of the change in scope by an authorized Company representative.

[*Remainder of Page Intentionally Left Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the Parties hereto have executed this Exhibit A as of the Effective Date (as defined in the Consulting Agreement).

COMPANY:

SALARIUS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: Chair of the Board

CONSULTANT:

/s/ David J. Arthur
David J. Arthur

[*Signature Page to Exhibit A of the Consulting Agreement*]

EXHIBIT B

PROPRIETARY INFORMATION, INVENTIONS ASSIGNMENT, NON-COMPETITION AND NON-SOLICITATION AGREEMENT

In consideration of the engagement with or continued engagement by Salarius Pharmaceuticals, Inc., its subsidiaries, parents, affiliates, successors and assigns (together, the "Company") and other valuable consideration described herein, David J. Arthur ("Consultant"), hereby enter into on February 20, 2024 to this Proprietary Information, Inventions Assignment, Non-Competition and Non-Solicitation Agreement (this "Agreement") and agree as follows:

1. NONDISCLOSURE

1.1 Access to Proprietary Information, Specialized Training and Other Consideration. My engagement by the Company requires on-going access to very sensitive areas of the business of the Company, including Proprietary Information (as defined below). My engagement also requires Specialized Training (as defined below) regarding the Company's products, use of the products, and other technical areas. This Agreement sets forth the terms and conditions of the Company's agreement to provide me access to and use of its Proprietary Information and/or my continued access to and use of that information and Specialized Training. I understand and agree that compliance with this Agreement is essential to my relationship or continued relationship with the Company because, without on-going access to the Company's Proprietary Information as well as on-going Specialized Training, I would be unable to commence or continue my relationship with the Company. Accordingly, in consideration of the Company providing me with on-going access to and use of the Company's Proprietary Information and Specialized Training as well as other valuable consideration to be provided to me, the Company and I agree to terms set forth herein.

1.2 Recognition of Company's Rights; Nondisclosure. I understand and acknowledge that my engagement by the Company creates a relationship of confidence and trust with respect to the Company's Proprietary Information and that the Company has a protectable interest therein. At all times during my engagement and thereafter, I will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Company's Proprietary Information, except as such disclosure, use or publication may be required in connection with my work for the Company, or unless an authorized officer of the Company expressly authorizes such in writing. I will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to my work at the Company and/or incorporates any Proprietary Information. I hereby assign to the Company any rights I may have or acquire in such Proprietary Information and recognize that all Proprietary Information shall be the sole property of the Company and its assigns. I will take all reasonable precautions to prevent the inadvertent or accidental disclosure of Proprietary Information. For avoidance of doubt, preparation of confidential presentations and/or discussions and/or interactions whether oral or in writing related to business development and/or due diligence activities done on behalf of the Company and provided such disclosure is to persons authorized by the Company to receive such disclosures shall not require prior written authorization.

1.3 Proprietary Information. The term "**Proprietary Information**" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company, its affiliates, parents and subsidiaries, whether having existed, now existing, or to be developed during my engagement. By way of illustration but not limitation, "**Proprietary Information**" includes (a) trade secrets, inventions, mask works, ideas, processes, formulas, source and object codes, data, programs, other works of authorship, know-how, improvements, discoveries,

developments, designs and techniques and any other proprietary technology and all Proprietary Rights therein (hereinafter collectively referred to as "**Inventions**"); (b) information regarding research, development, new products, marketing and selling, business plans, budgets and unpublished financial statements, licenses, prices and costs, margins, discounts, credit terms, pricing and billing policies, quoting procedures, methods of obtaining business, forecasts, future plans and potential strategies, financial projections and business strategies, operational plans, financing and capital-raising plans, activities and agreements, internal services and operational manuals, methods of conducting Company business, suppliers and supplier information, and purchasing; (c) information regarding customers and potential customers of the Company, including customer lists, names, representatives, their needs or desires with respect to the types of products or services offered by the Company, proposals, bids, contracts and their contents and parties, the type and quantity of products and services provided or sought to be provided to customers and potential customers of the Company and other non-public information relating to customers and potential customers; (d) information regarding any of the Company's business partners and their services, including names, representatives, proposals, bids, contracts and their contents and parties, the type and quantity of products and services received by the Company, and other non-public information relating to business partners; (e) information regarding personnel, employee lists, compensation, and employee skills; and (f) any other non-public information which a competitor of the Company could use to the competitive disadvantage of the Company. Notwithstanding the foregoing, it is understood that, at all such times, I am free to use information which is generally known in the trade or industry through no breach of this Agreement, and I am free to discuss the terms and conditions of my engagement with others to the extent expressly permitted by Section 7 of the National Labor Relations Act.

1.4 Specialized Training. I agree that I could not perform or continue to perform my position absent on-going "**Specialized Training**," which the Company agrees to provide to me. Specialized Training includes, but is not limited to, training regarding the Company's product(s) and/or sales processes which are confidential and/or proprietary. I acknowledge that use or disclosure of Specialized Training, except as necessary in carrying out my work for the Company, would be detrimental to the legitimate competitive interests of the Company.

1.5 Restricted Access Granted. In exchange for my agreement not to disclose or use Proprietary Information except as authorized herein, and for the non-competition covenants, non-solicitation covenants, and the other promises made by me herein, the Company grants me immediate, current, and future access to Proprietary Information and Specialized Training required to fulfill the duties of my position. I agree that the Company has no pre-existing obligation to reveal Proprietary Information or provide Specialized Training. I further agree to hold all Proprietary Information in the strictest confidence and not to disclose it to any person or entity or to use it, except as necessary in carrying out my work for the Company.

1.6 Third Party Information. I understand, in addition, that the Company has received and, in the future, will receive confidential and/or proprietary knowledge, data, or information from third parties ("**Third Party Information**"). During my engagement and thereafter, I will hold Third Party Information in the strictest confidence and will not disclose to anyone (other than Company personnel who need to know such information in connection with their work for the Company) or use, except in connection with my work for the Company, Third Party Information unless expressly authorized by an authorized officer of the Company in writing.

1.7 Term of Nondisclosure Restrictions. I understand that Proprietary Information and Third-Party Information is never to be used or disclosed by me, as provided in this Section 1. If, however, a court decides that this Section 1 or any of its provisions is unenforceable for lack of reasonable temporal limitation and the Agreement or its restriction(s) cannot otherwise be enforced, I agree and the Company agrees that the two (2) year period after the date my

engagement ends shall be the temporal limitation relevant to the contested restriction; *provided*, *however*, that this sentence shall not apply to trade secrets protected without temporal limitation under applicable law.

1.8 No Improper Use of Information of Prior Employers and Others. During my engagement by the Company I will not improperly use or disclose any confidential information or trade secrets, if any, of any former employer or any other person to whom I have an obligation of confidentiality, and I will not bring onto the premises of the Company any unpublished documents or any property belonging to any former employer or any other person to whom I have an obligation of confidentiality unless consented to in writing by that former employer or person.

2. ASSIGNMENT OF INVENTIONS.

1.1 Proprietary Rights. The term "**Proprietary Rights**" shall mean all trade secrets, patents, copyrights, trademarks, mask works and other intellectual property rights throughout the world.

1.2 Prior Inventions. Inventions, if any, patented or unpatented, which I made prior to the commencement of my engagement with the Company are excluded from the scope of this Agreement. To preclude any possible uncertainty, I have set forth on *Exhibit 1* (Prior Inventions) attached hereto a complete list of all Inventions that I have, alone or jointly with others, conceived, developed or reduced to practice or caused to be conceived, developed or reduced to practice prior to the commencement of my engagement with the Company, that I consider to be my property or the property of third parties, and that I wish to have excluded from the scope of this Agreement (collectively referred to as "**Prior Inventions**"). If disclosure of any such Prior Invention would cause me to violate any prior confidentiality agreement, I understand that I am not to list such Prior Inventions in *Exhibit 1* but am only to disclose a cursory name for each such invention, a listing of the party(ies) to whom it belongs and the fact that full disclosure as to such inventions has not been made for that reason. A space is provided on *Exhibit 1* for such purpose. If no such disclosure is attached, I represent that there are no Prior Inventions. If, in the course of my engagement with the Company, I incorporate a Prior Invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, fully-paid, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, make derivative works of, publicly perform, use, sell, import, and exercise any and all present and future rights in such Prior Invention. Notwithstanding the foregoing, I agree that I will not incorporate, or permit to be incorporated, Prior Inventions in any Company Inventions without the Company's prior written consent.

1.3 Assignment of Inventions. Subject to Subsection 2.4, I hereby assign, grant and convey to the Company all my right, title and interest in and to any and all Inventions (and all Proprietary Rights with respect thereto) whether or not patentable or registrable under copyright or similar statutes, made or conceived or reduced to practice or learned by me, either alone or jointly with others, during the period of my engagement with the Company. Inventions assigned to the Company or its designee are hereinafter referred to as "**Company Inventions**."

1.4 Unassigned or Nonassignable Inventions. I recognize that this Agreement will not be deemed to require assignment of any Invention that I developed entirely on my own time without using the Company's equipment, supplies, facilities, trade secrets, or Proprietary Information, except for those Inventions that either (i) relate to the Company's actual or anticipated business, research or development, or (ii) result from or are connected with work performed by me for the Company. In addition, this Agreement does not apply to any Invention which qualifies fully for protection from assignment to the Company under any specifically applicable state law, regulation, rule, or public policy ("**Specific Inventions Law**").

1.5 Obligation to Keep Company Informed. During the period of my engagement and for one (1) year after termination of my engagement with the Company, I will promptly disclose to the Company fully and in writing all Inventions authored, conceived or reduced to practice by me, either alone or jointly with others. In addition, I will promptly disclose to the Company all patent applications filed by me or on my behalf within a year after termination of engagement. At the time of each such disclosure, I will advise the Company in writing of any Inventions that I believe fully qualify for protection under the provisions of a Specific Inventions Law; and I will at that time provide to the Company in writing all evidence necessary to substantiate that belief. The Company will keep in confidence and will not use for any purpose or disclose to third parties without my consent any confidential information disclosed in writing to the Company pursuant to this Agreement relating to Inventions that qualify fully for protection under a Specific Inventions Law. I will preserve the confidentiality of any Invention that does not fully qualify for protection under a Specific Inventions Law.

1.6 Ownership of Work Product. I agree that the Company will exclusively own all work product that is made by me (solely or jointly with others) within the scope of my engagement, and I hereby irrevocably and unconditionally assign to the Company all right, title, and interest worldwide in and to such work product. I acknowledge that all original works of authorship which are made by me (solely or jointly with others) within the scope of my engagement and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101). I understand and agree that I have no right to publish on, submit for publishing, or use for any publication any work product protected by this Section, except as necessary to perform services for the Company.

1.7 Enforcement of Proprietary Rights. I will assist the Company in every proper way to obtain, and from time to time enforce, United States and foreign Proprietary Rights relating to Company Inventions in any and all countries. To that end I will execute, verify and deliver such documents and perform such other acts (including appearances as a witness) as the Company may reasonably request for use in applying for, obtaining, perfecting, evidencing, sustaining and enforcing such Proprietary Rights and the assignment thereof. In addition, I will execute, verify and deliver assignments of such Proprietary Rights to the Company or its designee, including the United States or any third party designated by the Company. My obligation to assist the Company with respect to Proprietary Rights relating to such Company Inventions in any and all countries shall continue beyond the termination of my engagement, but the Company shall compensate me at a reasonable rate after my termination for the time actually spent by me at the Company's request on such assistance. In the event the Company is unable for any reason, after reasonable effort, to secure my signature on any document needed in connection with the actions specified in the preceding paragraph, I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, which appointment is coupled with an interest, to act for and in my behalf to execute, verify and file any such documents and to do all other lawfully permitted acts to further the purposes of this Section with the same legal force and effect as if executed by me. I hereby waive and quitclaim to the Company any and all claims, of any nature whatsoever, which I now or may hereafter have for infringement of any Proprietary Rights assigned under this Agreement to the Company.

3. **RECORDS.** I agree to keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by me and all Inventions made by me during the period of my engagement at the Company, which records shall be available to and remain the sole property of the Company at all times.

4. **DUTY OF LOYALTY DURING ENGAGEMENT.** I agree that during the period of my engagement by the Company I will not, without the Company's express written consent,

directly or indirectly engage in any engagement or business activity which is directly or indirectly competitive with, or would otherwise conflict with, my engagement by the Company.

5. **NO SOLICITATION OF EMPLOYEES, CONSULTANTS, CONTRACTORS, OR CUSTOMERS OR POTENTIAL CUSTOMERS**. I agree and understand that the Company invests substantial time, effort and resources in creating and maintaining Customer and/or Potential Customer relationships and that, from time to time, I will have access to Proprietary Information and/or Specialized Training that provides me with special insight into and knowledge of these Customer and/or Potential Customer relationships. I further agree and understand that the Company invests substantial time, effort and resources in recruiting and assembling its personnel and that, from time to time, I will have access to Proprietary Information and/or Specialized Training that provides me with special insight into and knowledge of these relationships. Accordingly, I agree that during the period of my engagement and for the one (1) year period after the date my engagement ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company, I will not, as an officer, director, employee, consultant, owner, partner, or in any other capacity, either directly or through others, except on behalf of the Company: (i) solicit, induce, encourage, or participate in soliciting, inducing, or encouraging any employee of the Company to terminate his or her relationship with the Company; (ii) hire, engage, or engage in business with or attempt to hire, engage, or engage in business with any person employed by the Company or who has left the engagement of the Company within the preceding three (3) months of any such prohibited activity or discuss any potential engagement or business association with such person, even if I did not initiate the discussion or seek out the contact; (iii) solicit, induce or attempt to induce any Customer or Potential Customer, or any consultant or independent contractor with whom I had direct or indirect contact during my engagement with the Company or whose identity I learned as a result of my engagement with the Company, to terminate, diminish, or materially alter in a manner harmful to the Company its relationship with the Company; or (iv) solicit, perform, provide or attempt to perform or provide any Conflicting Services (as defined in Section 6 below) for a Customer or Potential Customer. The parties agree that for purposes of this Agreement, a "***Customer or Potential Customer***" is any person or entity who or which, at any time during the one (1) year prior to the date my engagement with the Company ends, (i) contracted for, was billed for, or received from the Company any product, service or process with which I worked directly or indirectly during my engagement by the Company or about which I acquired Proprietary Information; or (ii) was in contact with me or in contact with any other employee, owner, or agent of the Company, of which contact I was or should have been aware, concerning any product, service or process with which I worked directly or indirectly during my engagement with the Company or about which I acquired Proprietary Information; or (iii) was solicited by the Company in an effort in which I was involved or of which I was or should have been aware.

6. **NON-COMPETE PROVISION**. In consideration for the Company's agreement to commence and/or continue my access to and use of Proprietary Information and Specialized Training related to my position as well as other valuable consideration, I agree that for the one (1) year period after the date my engagement ends for any reason, including but not limited to voluntary termination by me or involuntary termination by the Company, I will not, directly or indirectly, as an officer, director, employee, consultant, owner, manager, member, partner, or in any other capacity solicit, perform, or provide, or attempt to perform or provide Conflicting Services anywhere in the world where the Company is conducting or is planning to conduct business, including but not limited to locations where the Company performs research or development activities related to the Company's products, services or processes, nor will I assist another person to solicit, perform or provide or attempt to perform or provide Conflicting Services anywhere in the world where the Company is conducting or is planning to conduct business, including but not limited to locations where the Company performs research or development activities related to the Company's products, services or processes. The parties

agree that for purposes of this Agreement, "***Conflicting Services***" means any product, service, or process or the research and development thereof, of any person or organization other than the Company that is substantially similar to or competitive with a product, service, or process, including the research and development thereof, involving the research, development and/or commercialization of LSD1 inhibitor for treatment of Ewing sarcoma or hematologic cancers, and use of cereblon binding targeted protein degraders for the treatment of non-Hodgkins lymphomas with which I worked directly or indirectly during my engagement by the Company or about which I acquired Proprietary Information during my engagement by the Company.

7. **REASONABLENESS OF RESTRICTIONS**. I agree that I have read this entire Agreement and understand it. I agree that this Agreement does not prevent me from earning a living or pursuing my career and that I have the ability to secure other non-competitive engagement using my marketable skills. I agree that the restrictions contained in this Agreement are reasonable, proper, and necessitated by the Company's legitimate, competitive business interests based on my access to and use of Proprietary Information and/or Specialized Training. I represent and agree that I am entering into this Agreement freely and with knowledge of its contents with the intent to be bound by the Agreement and the restrictions contained in it. In the event that a court finds this Agreement, or any of its restrictions, to be ambiguous, unenforceable, or invalid, the Company and I agree that the court shall read the Agreement as a whole and interpret the restriction(s) at issue to be enforceable and valid to the maximum extent allowed by law.

8. **NO CONFLICTING AGREEMENT OR OBLIGATION**. I represent that my performance of all the terms of this Agreement does not and will not breach any agreement or obligation of any kind to keep in confidence information acquired by me in confidence or in trust prior to my engagement by the Company. I have not entered into, and I agree I will not enter into, any agreement either written or oral in conflict with this Agreement.

9. **RETURN OF COMPANY PROPERTY**. Upon termination of my engagement or upon Company's request at any other time, I will deliver to Company all of Company's property, equipment, and documents, together with all copies thereof, and any other material containing or disclosing any Inventions, Third Party Information or Proprietary Information and certify in writing that I have fully complied with the foregoing obligation. I agree that I will not copy, delete, or alter any information contained upon my Company computer or Company equipment before I return it to Company. In addition, if I have used any personal computer, server, or e-mail system to receive, store, review, prepare or transmit any Company information, including but not limited to, Proprietary Information, I agree to provide the Company with a computer-useable copy of all such Proprietary Information and then permanently delete and expunge such Proprietary Information from those systems; and I agree to provide the Company access to my system as reasonably requested to verify that the necessary copying and/or deletion is completed. I further agree that any property situated on Company's premises and owned by Company is subject to inspection by Company's personnel at any time with or without notice. Prior to the termination of my engagement or promptly after termination of my engagement, I will agree to sign and deliver the "Termination Certification" attached hereto as Exhibit 2.

10. LEGAL AND EQUITABLE REMEDIES

3.1 I agree that it may be impossible to assess the damages caused by my violation of this Agreement or any of its terms. I agree that any threatened or actual violation of this Agreement or any of its terms will constitute immediate and irreparable injury to the Company and the Company shall have the right to enforce this Agreement and any of its provisions by injunction, specific performance or other equitable relief, without bond and without prejudice to any other rights and remedies that the Company may have for a breach or threatened breach of this Agreement.

3.2 In the event the Company enforces this Agreement through a court order, I agree that the restrictions of Sections 5 and 6 shall remain in effect for a period of twelve (12) months from the effective date of the court order enforcing the Agreement.

3. **NOTICES**. Any notices required or permitted under this Agreement will be given to the Company at its headquarters location at the time notice is given, labeled "Attention Chief Executive Officer," and to me at my address as listed on the Consulting Agreement, or at such other address as the Company or I may designate by written notice to the other. Notice will be effective upon receipt or refusal of delivery. If delivered by certified or registered mail, notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by courier or express mail service, notice will be considered to have been given on the delivery date reflected by the courier or express mail service receipt.

4. PUBLICATION OF THIS AGREEMENT TO SUBSEQUENT EMPLOYERS OR BUSINESS ASSOCIATES OF CONSULTANT.

3.1 If I am offered engagement or the opportunity to enter into any business venture as owner, partner, consultant or other capacity while the restrictions described in Sections 5 and 6 of this Agreement are in effect I agree to inform my potential employer, partner, co-owner and/or others involved in managing the business with which I have an opportunity to be associated of my obligations under this Agreement and also agree to provide such person or persons with a copy of this Agreement.

3.2 I agree to inform the Company of all engagement and business ventures which I enter into while the restrictions described in Sections 5 and 6 of this Agreement are in effect and I also authorize the Company to provide copies of this Agreement to my employer, partner, co-owner and/or others involved in managing the business with which I am employed or associated and to make such persons aware of my obligations under this Agreement.

1. GENERAL PROVISIONS

3.1 Governing Law: Consent to Personal Jurisdiction. This Agreement will be governed by and construed according to the laws of the State of Texas as such laws are applied to agreements entered into and to be performed entirely within the State of Texas between Texas residents. I hereby expressly consent to the personal jurisdiction and venue of the state and federal courts located in the State of Texas for any lawsuit filed there against me by Company arising from or related to this Agreement.

3.2 Severability. In case any one or more of the provisions, subsections, or sentences contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement. If moreover, any one or more of the provisions contained in this Agreement shall for any reason be held to be excessively broad as to duration, geographical scope, activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with the applicable law as it shall then appear.

3.3 Successors and Assigns. This Agreement is for my benefit and the benefit of the Company, its successors, assigns, parent corporations, subsidiaries, affiliates, and purchasers, and will be binding upon my heirs, executors, administrators and other legal representatives.

3.4 Survival. The provisions of this Agreement shall survive the termination of my engagement, regardless of the reason, and the assignment of this Agreement by the Company to

any successor in interest or other assignee. I understand that my obligations under this Agreement will continue in accordance with its express terms regardless of any change in my title, position, status, role, duties, compensation or other terms and conditions of engagement or service.

3.5 Engagement At-Will. I agree and understand that nothing in this Agreement shall change my at-will engagement status or confer any right with respect to continuation of engagement by the Company, nor shall it interfere in any way with my right or the Company's right to terminate my engagement at any time, with or without cause or advance notice.

3.6 Waiver. No waiver by the Company of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the Company of any right under this Agreement shall be construed as a waiver of any other right. The Company shall not be required to give notice to enforce strict adherence to all terms of this Agreement.

3.7 Advice of Counsel. I ACKNOWLEDGE THAT, IN EXECUTING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT LEGAL COUNSEL, AND I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND PROVISIONS OF THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSTRUED AGAINST ANY PARTY BY REASON OF THE DRAFTING OR PREPARATION OF THIS AGREEMENT.

3.8 Entire Agreement. The obligations pursuant to Sections 1 and 2 (except Subsection 2.6) of this Agreement shall apply to any time during which I was previously engaged, or am in the future engaged, by the Company as a consultant if no other agreement governs nondisclosure and assignment of inventions during such period. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter of this Agreement and supersedes and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged.

IN WITNESS WHEREOF, the Parties have executed this Proprietary Agreement as of the Effective Date (as defined in the Consulting Agreement).

COMPANY:

SALARIUS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: Chair of the Board

CONSULTANT:

/s/ David J. Arthur
David J. Arthur

[Signature Page to Exhibit B of the Consulting Agreement]

EXHIBIT 1
PRIOR INVENTIONS

TO: Salarius Pharmaceuticals, Inc.
FROM: David J. Arthur
DATE: February 20, 2024
SUBJECT: Prior Inventions

1. Except as listed in Section 2 below, the following is a complete list of all inventions or improvements relevant to the subject matter of my engagement by Salarius Pharmaceuticals, Inc. (the "**Company**") that have been made or conceived or first reduced to practice by me alone or jointly with others prior to my engagement by the Company:

☒ No inventions or improvements.

☐ See below:

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—
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☐ Additional sheets attached.

2. Due to a prior confidentiality agreement, I cannot complete the disclosure under Section 1 above with respect to inventions or improvements generally listed below, the proprietary rights and duty of confidentiality with respect to which I owe to the following party(ies):

	Invention or Improvement	**Party(ies)**	**Relationship**
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

☐ Additional sheets attached.

EXHIBIT 2
TERMINATION CERTIFICATION

The undersigned (the "Consultant"), hereby certifies that the Consultant (i) does not have a Salarius computer in the Consultant's possession, or (ii) has not failed to return, any documents, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, devices, equipment, or other property, or reproductions of any aforementioned items belonging to Salarius Pharmaceuticals, its parent company, subsidiaries, affiliates, successors or assigns (collectively, the "Company").

Consultant further certifies that Consultant has complied with all the terms of the Company's Proprietary Information, Inventions Assignment, Non-Competition and Non-Solicitation Agreement (the "Agreement"), including, without limitation, those related to any Inventions (as defined therein), conceived or made by Consultant (solely or jointly with others) covered by the Agreement.

Consultant further agrees that, in compliance with the Agreement, Consultant will preserve as strictly confidential Proprietary Information (as defined therein) relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business plans, financial information or other subject matter pertaining to any business of the Company or any of its employees, clients, consultants or licensees.

Consultant further agrees that, for the applicable periods and as otherwise set forth in the Agreement, Consultant will honor the post-termination restrictions applicable to Consultant under the Agreement.

By: _____

Title:_____

Date:_____

Address:_____

SALARIUS PHARMACEUTICALS, INC.

NOTICE OF STOCK OPTION AMENDMENT

February 20, 2024

To: David Arthur
[***]
[***]

Salarius Pharmaceuticals, Inc. (the "Company" is pleased to announce that on February 20, 2024, the Board of Directors of the Company (the "Board") amended your stock options granted on September 10, 2019, March 23, 2020, July 14, 2020, December 2, 2020, and January 20, 2022 (the "Options") pursuant to the Company's 2015 Equity Incentive Plan (the "Plan"). As a result of the amendment, the Options have an extended post-termination exercise period in some circumstances, as further described below.

- As amended, upon the termination of your "Continuous Service" for any reason other than for "Cause," the Options will be exercisable for eighteen (18) months after such termination, but not beyond the term of the Option, and subject to earlier termination (such as in connection with a "Corporate Transaction" as provided under the Plan (all terms as defined in the Plan).

- Except as provided herein, the terms of the Options, including the vesting schedule, remain unchanged.

Questions related to this Notice should be directed to:

Salarius Pharmaceuticals, Inc.
Attention: Andrew Strong, Esquire
Hogan Lovells US LLP
609 Main Street, Suite 4200
Houston, TX 77002

We appreciate your efforts on behalf of the Company.

Salarius Pharmaceuticals, Inc.

By: /s/ William K. McVicar
Name: William K. McVicar
Title: Chair of the Board

Acknowledged and Agreed

/s/ David Arthur
David Arthur

INDEMNIFICATION AGREEMENT

This Indemnification Agreement (the "**Agreement**"), dated as of February 20, 2024, between Salarius Pharmaceuticals, Inc., a Delaware corporation (the "**Company**"), and David J. Arthur ("**Indemnitee**").

W I T N E S S E T H:

WHEREAS, Indemnitee is either a member of the Board of Directors of the Company (the "**Board of Directors**") or an officer of the Company, or both, and in such capacity or capacities, or otherwise as an Agent (as hereinafter defined) of the Company, is performing a valuable service for the Company; and

WHEREAS, the Company is aware that competent and experienced persons are increasingly reluctant to serve as directors or officers of corporations or other business entities unless they are protected by comprehensive indemnification and liability insurance, due to increased exposure to litigation costs and risks resulting from their service to such corporations, and because the exposure frequently bears no reasonable relationship to the compensation of such directors and officers; and

WHEREAS, the Board of Directors of the Company has concluded that, to retain and attract talented and experienced individuals to serve or continue to serve as officers or directors of the Company or as an Agent, and to encourage such individuals to take the business risks necessary for the success of the Company, it is necessary for the Company contractually to indemnify directors, officers and Agents and to assume for itself to the fullest extent permitted by law expenses and damages in connection with claims against such officers, directors and Agents in connection with their service to the Company; and

WHEREAS, Section 145 of the General Corporation Law of the State of Delaware (the "**DGCL**"), under which the Company is organized, empowers the Company to indemnify by agreement its officers, directors, employees and agents, and persons who serve, at the request of the Company, as directors, officers, employees or agents of other corporations or enterprises, and expressly provides that the indemnification provided by the DGCL is not exclusive; and

WHEREAS, the Company desires and has requested the Indemnitee to serve or continue to serve as a director, officer or Agent of the Company free from undue concern for claims for damages arising out of or related to such services to the Company; and

WHEREAS, Indemnitee is willing to serve, continue to serve and to take on additional service for or on behalf of the Company on the condition that he or she be indemnified as herein provided; and

WHEREAS, it is intended that Indemnitee shall be paid promptly by the Company all amounts necessary to effectuate in full the indemnity provided herein; and

WHEREAS, certain defined terms are set forth in Section 17 below:

NOW, THEREFORE, in consideration of the premises and the covenants in this Agreement, and of Indemnitee serving or continuing to serve the Company as an Agent and intending to be legally bound hereby, the parties hereto agree as follows:

1. Services by Indemnitee. Indemnitee agrees to serve or continue to serve (a) as a director or an officer of the Company, or both, so long as Indemnitee is duly appointed or elected and qualified, and until such time as Indemnitee resigns or fails to stand for election or is removed from Indemnitee's position in each case in accordance with the applicable provisions of the Certificate of Incorporation and Bylaws of the Company, or (b) otherwise as an Agent of the Company. Indemnitee may from time to time also perform other services at the request or for the convenience of, or otherwise benefiting the Company or any subsidiary of the Company. Indemnitee may at any time and for any reason resign or be removed from such position (subject to any other contractual obligation or other obligation imposed by

operation of law), in which event the Company shall have no obligation under this Agreement to continue Indemnitee in any such position.

2. Indemnification of Indemnitee. Subject to the limitations set forth herein and particularly in Section 6 hereof, the Company hereby agrees to indemnify Indemnitee as follows:

(a) The Company shall, with respect to any Proceeding (as hereinafter defined), indemnify Indemnitee to the fullest extent permitted by applicable law or as such law may from time to time be amended (but, in the case of any such amendment, only to the extent such amendment permits the Company to provide broader indemnification rights than the law permitted the Company to provide before such amendment). The right to indemnification conferred herein shall be presumed to have been relied upon by Indemnitee in serving or continuing to serve the Company as an Agent and shall be enforceable as a contract right. Without in any way diminishing the scope of the indemnification provided by this Section 2(a), the rights of indemnification of Indemnitee shall include but shall not be limited to those rights hereinafter set forth.

(b) The Company shall indemnify Indemnitee if Indemnitee is or was a party or is threatened to be made a party to any Proceeding (other than an action by or in the right of the Company) by reason of the fact that Indemnitee is or was an Agent of the Company, or any subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as an Agent of another corporation, partnership, joint venture, trust or other enterprise, against Expenses (as hereinafter defined) or Liabilities (as hereinafter defined), actually and reasonably incurred by Indemnitee in connection with such Proceeding if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe Indemnitee's conduct was unlawful.

(c) The Company shall indemnify Indemnitee if Indemnitee was or is a party or is threatened to be made a party to any Proceeding by or in the right of the Company or any subsidiary of the Company to procure a judgment in its favor by reason of the fact that Indemnitee is or was an Agent of the Company, or any subsidiary of the Company, or by reason of the fact that Indemnitee is or was serving at the request of the Company as an Agent of another corporation, partnership, joint venture, trust or other enterprise, against (i) Expenses and (ii) to the fullest extent permitted by law, Liabilities if Indemnitee acted in good faith and in a manner Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, except with respect to both clauses (i) and (ii) hereof, no indemnification shall be made in respect of any claim, issue or matter as to which Indemnitee shall have been adjudged to be liable to the Company unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, Indemnitee is fairly and reasonably entitled to indemnity for such expenses which the Court of Chancery of the State of Delaware or such other court shall deem proper.

3. Advancement of Expenses. All reasonable Expenses incurred by or on behalf of Indemnitee (including costs of enforcement of this Agreement) shall be advanced from time to time by the Company to Indemnitee within thirty (30) days after the receipt by the Company of a written request for an advance of Expenses, whether prior to or after final disposition of a Proceeding (except to the extent that there has been a Final Adverse Determination (as hereinafter defined) that Indemnitee is not entitled to be indemnified for such Expenses), including without limitation any Proceeding brought by or in the right of the Company. The written request for an advancement of any and all Expenses under this paragraph shall contain reasonable detail of the Expenses incurred by Indemnitee. In the event that such written request shall be accompanied by an affidavit of counsel to Indemnitee to the effect that such counsel has reviewed such Expenses and that such Expenses are reasonable in such counsel's view, then such expenses shall be deemed reasonable in the absence of clear and convincing evidence to the contrary. By execution of this Agreement, Indemnitee shall be deemed to have made whatever undertaking as may be required by law at the time of any advancement of Expenses with respect to repayment to the Company of such Expenses. In the event that the Company shall breach its obligation to advance Expenses under this Section 3, the parties hereto agree that Indemnitee's remedies available at law would not be adequate and that Indemnitee would be entitled to specific performance.

4. Presumptions and Effect of Certain Proceedings. Upon making a request for indemnification, Indemnitee shall be presumed to be entitled to indemnification under this Agreement and the Company shall have the burden of proof to overcome that presumption in reaching any contrary determination. The termination of any Proceeding by judgment, order, settlement, arbitration award or conviction, or upon a plea of nolo contendere or its equivalent shall not affect this presumption or, except as determined by a judgment or other final adjudication adverse to Indemnitee, establish a presumption regarding any factual matter relevant to determining Indemnitee's rights to indemnification hereunder. If the person or persons so empowered to make a determination pursuant to Section 5 hereof shall have failed to make the requested determination within the period provided for in Section 5 hereof, a determination that Indemnitee is entitled to indemnification shall be deemed to have been made.

5. Procedure for Determination of Entitlement to Indemnification.

(a) Whenever Indemnitee believes that Indemnitee is entitled to indemnification pursuant to this Agreement, Indemnitee shall submit a written request for indemnification to the Company. Any request for indemnification shall include sufficient documentation or information reasonably available to Indemnitee for the determination of entitlement to indemnification. In any event, Indemnitee shall submit Indemnitee's claim for indemnification within a reasonable time, not to exceed five (5) years after any judgment, order, settlement, dismissal, arbitration award, conviction, acceptance of a plea of nolo contendere or its equivalent, or final determination, whichever is the later date for which Indemnitee requests indemnification. The Secretary or other appropriate officer shall, promptly upon receipt of Indemnitee's request for indemnification, advise the Board of Directors in writing that Indemnitee has made such request. Determination of Indemnitee's entitlement to indemnification shall be made not later than sixty (60) days after the Company's receipt of Indemnitee's written request for such indemnification, provided that any request for indemnification for Liabilities, other than amounts paid in settlement, shall have been made after a determination thereof in a Proceeding. If it is so determined that the Indemnitee is entitled to indemnification, and Indemnitee has already paid the Liabilities, reimbursement to the Indemnitee shall be made within ten (10) days after such determination; otherwise, the Company shall pay the Liabilities on behalf of the Indemnitee if and when the Indemnitee becomes legally obligated to make payment.

(b) The Company shall be entitled to select the forum in which Indemnitee's entitlement to indemnification will be heard; provided, however, that if there is a Change in Control of the Company, Independent Legal Counsel (as hereinafter defined) shall determine whether Indemnitee is entitled to indemnification. The forum shall be any one of the following:

(i) a majority vote of Disinterested Directors (as hereinafter defined), even though less than a quorum;

(ii) by a committee of Disinterested Directors designated by majority vote of Disinterested Directors, even though less than a quorum;

(iii) Independent Legal Counsel, whose determination shall be made in a written opinion; or

(iv) the stockholders of the Company.

6. Specific Limitations on Indemnification. Notwithstanding anything in this Agreement to the contrary, the Company shall not be obligated under this Agreement to make any payment to Indemnitee with respect to any Proceeding (and Indemnitee hereby waives and relinquishes any right under this Agreement, the Certificate of Incorporation, the Bylaws or otherwise to be indemnified and held harmless or to receive any advancement of Expenses):

(a) Provided there has been no Change in Control, for Liabilities in connection with Proceedings settled without the Company's consent, which consent, however, shall not be unreasonably withheld;

(b) For an accounting of profits made from the purchase or sale by Indemnitee of securities of the Company within the meaning of section 16(b) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), or similar provisions of any state statutory or common law;

(c) To the extent it would be otherwise prohibited by law; or

(d) In connection with a Proceeding commenced by Indemnitee (other than a Proceeding commenced by Indemnitee to enforce Indemnitee's rights under this Agreement) unless the commencement of such Proceeding was authorized by the Board of Directors.

7. Fees and Expenses of Independent Legal Counsel. The Company agrees to pay the reasonable fees and expenses of Independent Legal Counsel should such Independent Legal Counsel be retained to make a determination of Indemnitee's entitlement to indemnification pursuant to Section 5(b) of this Agreement, and to fully indemnify such Independent Legal Counsel against any and all expenses and losses incurred by any of them arising out of or relating to this Agreement or their engagement pursuant hereto.

8. Remedies of Indemnitee.

(a) In the event that (i) a determination pursuant to Section 5 hereof is made that Indemnitee is not entitled to indemnification, (ii) advances of Expenses are not made pursuant to this Agreement, (iii) payment has not been timely made following a determination of entitlement to indemnification pursuant to this Agreement, or (iv) Indemnitee otherwise seeks enforcement of this Agreement, Indemnitee shall be entitled to a final adjudication in the Court of Chancery of the State of Delaware of the remedy sought. Alternatively, unless court approval is required by law for the indemnification sought by Indemnitee, Indemnitee at Indemnitee's option may seek an award in arbitration to be conducted by a single arbitrator in accordance with JAMS' Comprehensive Arbitration Rules and Procedures then in effect, which award is to be made within ninety (90) days following the filing of the demand for arbitration. The Company shall not oppose Indemnitee's right to seek any such adjudication or arbitration award. In any such proceeding or arbitration Indemnitee shall be presumed to be entitled to indemnification and advancement of Expenses under this Agreement and the Company shall have the burden of proof to overcome that presumption.

(b) In the event that a determination that Indemnitee is not entitled to indemnification, in whole or in part, has been made pursuant to Section 5 hereof, the decision in the judicial proceeding or arbitration provided in paragraph (a) of this Section 8 shall be made *de novo* and Indemnitee shall not be prejudiced by reason of a determination that Indemnitee is not entitled to indemnification.

(c) If a determination that Indemnitee is entitled to indemnification has been made pursuant to Section 5 hereof, or is deemed to have been made pursuant to Section 4 hereof or otherwise pursuant to the terms of this Agreement, the Company shall be bound by such determination.

(d) The Company shall be precluded from asserting that the procedures and presumptions of this Agreement are not valid, binding and enforceable. The Company shall stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertion to the contrary.

(e) Expenses reasonably incurred by Indemnitee in connection with Indemnitee's request for indemnification under, seeking enforcement of or to recover damages for breach of this Agreement shall be advanced by the Company when and as incurred by Indemnitee irrespective of any Final Adverse Determination that Indemnitee is not entitled to indemnification.

9. Contribution. To the fullest extent permissible under applicable law, if the indemnification provided for in this Agreement is unavailable to Indemnitee for any reason whatsoever, the Company, in lieu of indemnifying Indemnitee, shall contribute to the amount incurred by Indemnitee, whether for judgments, fines, penalties, excise taxes, amounts paid or to be paid in settlement and/or for Expenses, in connection with any claim relating to an indemnifiable event under this Agreement, in such proportion as is deemed fair and reasonable in light of all of the circumstances of such Proceeding in

order to reflect (i) the relative benefits received by the Company and Indemnitee as a result of the event(s) and/or transaction(s) giving cause to such Proceeding; and/or (ii) the relative fault of the Company (and its directors, officers, employees and agents) and Indemnitee in connection with such event(s) and/or transaction(s).

10. Maintenance of Insurance. The Company represents that it presently has in place certain directors' and officers' liability insurance policies covering its directors and officers. Subject only to the provisions within this Section 10, the Company agrees that so long as Indemnitee shall have consented to serve or shall continue to serve as a director or officer of the Company, or both, or as an Agent of the Company, and thereafter so long as Indemnitee shall be subject to any possible Proceeding (such periods being hereinafter sometimes referred to as the "**Indemnification Period**"), the Company will use all reasonable efforts to maintain in effect for the benefit of Indemnitee one or more valid, binding and enforceable policies of directors' and officers' liability insurance from established and reputable insurers, providing, in all material respects, coverage both in scope and amount which are substantially similar to that presently provided or, following the Company's initial public offering, than that provided as of the time of such initial public offering.

Anything in this Agreement to the contrary notwithstanding, to the extent that and for so long as the Company shall choose to continue to maintain any policies of directors' and officers' liability insurance during the Indemnification Period, the Company shall maintain similar and equivalent insurance for the benefit of Indemnitee during the Indemnification Period (unless such insurance shall be less favorable to Indemnitee than the Company's existing policies).

11. Modification, Waiver, Termination and Cancellation. No supplement, modification, termination, cancellation or amendment of this Agreement shall be binding unless executed in writing by both of the parties hereto. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver.

12. Subrogation. In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnitee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Company effectively to bring suit to enforce such rights.

13. Notice by Indemnitee and Defense of Claim. Indemnitee shall promptly notify the Company in writing upon being served with any summons, citation, subpoena, complaint, indictment, information or other document relating to any matter, whether civil, criminal, administrative or investigative that may result in the right to indemnification or the advancement of Expenses, but the omission so to notify the Company will not relieve it from any liability that it may have to Indemnitee if such omission does not prejudice the Company's rights. If such omission does prejudice the Company's rights, the Company will be relieved from liability only to the extent of such prejudice. Notwithstanding the foregoing, such omission will not relieve the Company from any liability that it may have to Indemnitee otherwise than under this Agreement. With respect to any Proceeding as to which Indemnitee notifies the Company of the commencement thereof:

(a) The Company will be entitled to participate therein at its own expense; and

(b) The Company jointly with any other indemnifying party similarly notified will be entitled to assume the defense thereof, with counsel reasonably satisfactory to Indemnitee; provided, however, that the Company shall not be entitled to assume the defense of any Proceeding if there has been a Change in Control or if Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and Indemnitee with respect to such Proceeding. After notice from the Company to Indemnitee of its election to assume the defense thereof, the Company will not be liable to Indemnitee under this Agreement for any Expenses subsequently incurred by Indemnitee in connection with the defense thereof, other than reasonable costs of investigation or as otherwise provided below. Indemnitee shall have the right to employ Indemnitee's own counsel in such Proceeding, but the fees and

expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of Indemnitee unless:

(i) the employment of counsel by Indemnitee has been authorized by the Company;

(ii) Indemnitee shall have reasonably concluded that counsel engaged by the Company may not adequately represent Indemnitee due to, among other things, actual or potential differing interests; or

(iii) the Company shall not in fact have employed counsel to assume the defense in such Proceeding or shall not in fact have assumed such defense and be acting in connection therewith with reasonable diligence; in each of which cases the fees and expenses of such counsel shall be at the expense of the Company.

(c) The Company shall not settle any Proceeding in any manner that would impose any penalty or limitation on Indemnitee without Indemnitee's written consent; provided, however, that Indemnitee will not unreasonably withhold his or her consent to any proposed settlement.

14. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if (i) delivered by hand and receipted for by the party to whom said notice or other communication shall have been directed, or (ii) mailed by certified or registered mail with postage prepaid, on the third business day after the date on which it is so mailed:

(a) If to Indemnitee, to the address set forth below Indemnitee's signature on the signature page hereof.

(b) If to the Company, to:

Salarius Pharmaceuticals, Inc.
2450 Holcombe Blvd.
TMCxi, Suite X 1.324
Houston, Texas 77021

or to such other address as may have been furnished to Indemnitee by the Company or to the Company by Indemnitee, as the case may be.

15. Nonexclusivity. The rights of Indemnitee hereunder shall not be deemed exclusive of any other rights to which Indemnitee may be entitled under applicable law, the Company's Certificate of Incorporation or Bylaws, or any agreements, vote of stockholders, resolution of the Board of Directors or otherwise, and to the extent that during the Indemnification Period the rights of the then existing directors and officers are more favorable to such directors or officers than the rights currently provided to Indemnitee thereunder or under this Agreement, Indemnitee shall be entitled to the full benefits of such more favorable rights.

16. Indemnification and Advancement Rights Primary. The Company hereby acknowledges that Indemnitee has or may have certain rights to indemnification, advancement of expenses and/or insurance provided by one or more parties other than the Company or an affiliate of the Company (collectively, the "**Secondary Indemnitors**"). The Company hereby acknowledges and the Company and Indemnitee hereby agree that: (i) the Company is the indemnitor of first resort (i.e., its obligations to Indemnitee are primary and any obligation of the Secondary Indemnitors to advance expenses or to provide indemnification for the same expenses or liabilities incurred by Indemnitee are secondary); (ii) the Company shall be required to advance the full amount of expenses incurred by Indemnitee and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement and the Certificate of Incorporation and/or Bylaws of the Company (or any other agreement between the Company and Indemnitee), without regard to any rights Indemnitee may have against the Secondary Indemnitors; and (iii) the Company irrevocably waives, relinquishes and releases the Secondary Indemnitors from any and all claims against the Secondary Indemnitors that the Company may have for contribution, subrogation or

any other recovery of any kind in respect thereof. The Company further agrees that no advancement or payment by the Secondary Indemnitors on behalf of Indemnitee with respect to any claim for which Indemnitee has sought indemnification from the Company shall affect the foregoing and the Secondary Indemnitors shall have a right of contribution and/or subrogation to the extent of such advancement or payment to all of the rights of recovery of Indemnitee against the Company. The Company and Indemnitee agree that the Secondary Indemnitors are express third party beneficiaries of the terms of this provision.

17. Certain Definitions.

(a) "**Agent**" shall mean any person who is or was, or who has consented to serve as, a director, officer, employee, agent, fiduciary, joint venturer, partner, manager or other official of the Company or a subsidiary or an affiliate of the Company, or any other entity (including without limitation, an employee benefit plan), in each case either at the request of, for the convenience of, or otherwise to benefit the Company or a subsidiary of the Company. Any person who is or was serving as a director, officer, employee or agent of a subsidiary of the Company shall be deemed to be serving, or have served, at the request of the Company.

(b) "**Change in Control**" shall mean the occurrence, after the Company's initial public offering, of any of the following:

(i) Both (A) any "person" (as defined below) is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least twenty percent (20%) of the total voting power represented by the Company's then outstanding voting securities and (B) the beneficial ownership by such person of securities representing such percentage is not approved by a majority of the "Continuing Directors" (as defined below);

(ii) Any "person" is or becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the total voting power represented by the Company's then outstanding voting securities;

(iii) A change in the composition of the Board of Directors occurs, as a result of which fewer than two-thirds of the incumbent directors are directors (the "**Continuing Directors**") who either (A) had been directors of the Company on the "look-back date" (as defined below) (the "**Original Directors**") or (B) were elected, or nominated for election, to the Board of Directors with the affirmative votes of at least a majority in the aggregate of the Original Directors who were still in office at the time of the election or nomination and directors whose election or nomination was previously so approved;

(iv) The stockholders of the Company approve a merger or consolidation of the Company with any other Company, if such merger or consolidation would result in the voting securities of the Company outstanding immediately prior thereto representing (either by remaining outstanding or by being converted into voting securities of the surviving entity) 50% or less of the total voting power represented by the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation; or

(v) The stockholders of the Company approve (A) a plan of complete liquidation of the Company or (B) an agreement for the sale or disposition by the Company of all or substantially all of the Company's assets.

For purposes of Subsections (i) and (ii) above, the term "**person**" shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act, but shall exclude (x) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or of a parent or subsidiary of the Company or (y) a Company owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company.

For purposes of Subsection (iii) above, the term "**look-back date**" shall mean the later of (x) the date first written above in the preamble to this Agreement or (y) the date 24 months prior to the date of the event that may constitute a "Change in Control."

Any other provision of this Section 17(b) notwithstanding, the term "Change in Control" shall not include a transaction, if undertaken at the election of the Company, the result of which is to sell all or substantially all of the assets of the Company to another corporation (the "**Surviving Company**"); provided that the Surviving Company is owned directly or indirectly by the stockholders of the Company immediately following such transaction in substantially the same proportions as their ownership of the Company's common stock immediately preceding such transaction; and provided, further, that the Surviving Company expressly assumes this Agreement.

(c) "**Disinterested Director**" shall mean a director of the Company who is not or was not a party to the Proceeding in respect of which indemnification is being sought by Indemnitee.

(d) "**Expenses**" shall include all direct and indirect costs (including, without limitation, attorneys' fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, all other disbursements or out-of-pocket expenses and reasonable compensation for time spent by Indemnitee for which Indemnitee is otherwise not compensated by the Company or any third party) actually and reasonably incurred in connection with either the investigation, defense, settlement or appeal of a Proceeding or establishing or enforcing a right to indemnification under this Agreement, applicable law or otherwise; provided, however, that "Expenses" shall not include any Liabilities.

(e) "**Final Adverse Determination**" shall mean that a determination that Indemnitee is not entitled to indemnification shall have been made pursuant to Section 5 hereof and either (1) a final adjudication in the courts of the State of Delaware from which there is no further right of appeal or decision of an arbitrator pursuant to Section 8(a) hereof shall have denied Indemnitee's right to indemnification hereunder, or (2) Indemnitee shall have failed to file a complaint in a Delaware court or seek an arbitrator's award pursuant to Section 8(a) for a period of one hundred twenty (120) days after the determination made pursuant to Section 5 hereof.

(f) "**Independent Legal Counsel**" shall mean a law firm or a member of a firm selected by the Company and approved by Indemnitee (which approval shall not be unreasonably withheld) or, if there has been a Change in Control, selected by Indemnitee and approved by the Company (which approval shall not be unreasonably withheld), that neither is presently nor in the past five (5) years has been retained to represent: (i) the Company or any of its subsidiaries or affiliates, or Indemnitee or any Company of which Indemnitee was or is a director, officer, employee or agent, or any subsidiary or affiliate of such a corporation, in any material matter, or (ii) any other party to the Proceeding giving rise to a claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Legal Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or Indemnitee in an action to determine Indemnitee's right to indemnification under this Agreement.

(g) "**Liabilities**" shall mean liabilities of any type whatsoever including, but not limited to, any judgments, fines, Employee Retirement Income Security Act excise taxes and penalties, penalties and amounts paid in settlement (including all interest assessments and other charges paid or payable in connection with or in respect of such judgments, fines, penalties or amounts paid in settlement) of any Proceeding.

(h) "**Proceeding**" shall mean any threatened, pending or completed action, claim, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative, in which Indemnitee was, is or will be involved as a party, as a witness or otherwise, that is associated with Indemnitee's being an Agent of the Company.

18. Binding Effect; Duration and Scope of Agreement. This Agreement shall be binding upon the parties hereto and their respective successors and assigns (including any direct or indirect

successor by purchase, merger, consolidation or otherwise to all or substantially all of the business or assets of the Company), spouses, heirs and personal and legal representatives. This Agreement shall be deemed to be effective as of the commencement date of the Indemnitee's service as an officer or director of the Company and shall continue in effect during the Indemnification Period, regardless of whether Indemnitee continues to serve as an Agent.

19. Severability. If any provision or provisions of this Agreement (or any portion thereof) shall be held to be invalid, illegal or unenforceable for any reason whatsoever:

(a) the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby; and

(b) to the fullest extent legally possible, the provisions of this Agreement shall be construed so as to give effect to the intent of any provision held invalid, illegal or unenforceable.

20. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, as applied to contracts between Delaware residents entered into and to be performed entirely within the State of Delaware, without regard to conflict of laws rules.

21. Consent to Jurisdiction. Except with respect to any arbitration commenced by Indemnitee pursuant to Section 8 of this Agreement, the Company and Indemnitee each irrevocably consent to the jurisdiction of the courts of the State of Delaware for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the State of Delaware.

22. Entire Agreement. This Agreement represents the entire agreement between the parties hereto, and there are no other agreements, contracts or understandings between the parties hereto with respect to the subject matter of this Agreement, except as specifically referred to herein or as provided in Section 15 hereof.

23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer and Indemnitee has executed this Agreement as of the date first above written.

COMPANY:

SALARIUS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ William K. McVicar
Name: William K. McVicar
Title: Chairman of the Board

INDEMNITEE:

/s/ David J. Arthur
David J. Arthur

Address:
[***]
[***]

AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT

This AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") is entered into by and between SALARIUS PHARMACEUTICALS, INC., a Delaware corporation (the "Company"), and MARK J. ROSENBLUM (the "Executive"), effective as of February 20, 2024 (the "Effective Date").

RECITALS:

WHEREAS, the Company and the Executive entered into that certain Executive Employment Agreement, dated as of April 24, 2020 (the "Employment Agreement"); and

WHEREAS, the Company and the Executive desire to amend the Employment Agreement as set forth herein;

NOW, THEREFORE, for and in consideration of the foregoing recitals, the promises and mutual covenants and agreements contained in this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

AGREEMENTS:

1. Confirmation and Incorporation of Recitals. The parties hereto agree that the recitals set forth above are true and correct, that they are incorporated into this Amendment and are binding upon the parties hereto.

2. Capitalized Terms. All capitalized terms used herein and not otherwise defined herein shall have the meaning given to such terms in the Employment Agreement.

3. Amendment to Employment Agreement. Section 5(c)(i) of the Employment Agreement is hereby deleted and replaced in its entirety with the following:

> "(i) The Company shall pay to Executive, at the election of Executive in Executive's sole discretion, (A) an amount equal to nine (9) months of Executive's then current Base Salary (less applicable payroll deductions), paid in equal installments over such period following such termination in accordance with the Company's regular payroll practices; provided that to the extent that the payment of any amount constitutes "nonqualified deferred compensation" for purposes of Section 409A of the Code, any such payment scheduled to occur during the first sixty (60) days following the termination of employment will not be paid until the first regularly scheduled payroll date following the sixtieth (60th) day following such termination and will include payment of any amount that was otherwise scheduled to be paid prior thereto, or (B) a lump-sum amount equal to nine (9) months of Executive's then current Base Salary (less applicable payroll deductions) on the first regularly scheduled pay date of the Company processed after Executive has executed, delivered to the Company and not revoked the Release. Executive shall notify the Company within three (3) of days following Executive's last day of employment with the Company which option, pursuant to Section 5(c)(i)(A) or 5(c)(i)(B), Executive elects."

4. Ratification. Except as hereby amended, the Employment Agreement shall remain unmodified and, as hereby amended, is ratified and affirmed and is in full force and effect.

5. References. All references to the Employment Agreement shall be deemed to be references to the Employment Agreement as amended hereby.

6. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

7. Counterparts. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute the same agreement. The signature of any of the parties may be delivered and made by original, facsimile, portable document format (pdf, or other electronic means capable of creating a printable copy, and each such signature shall be treated as an original signature for all purposes.

[*Signature Page Attached*]

IT WITNESS WHEREOF, the undersigned parties have executed this Amendment to be effective as of the Effective Date.

COMPANY:

SALARIUS PHARMACEUTICALS, INC.,
a Delaware corporation

By: /s/ David J. Arthur
Name: David J. Arthur
Title: Chief Executive Officer

EXECUTIVE:

/s/ Mark J. Rosenblum
Mark J. Rosenblum

Salarius Provides Update on Strategic Review Process and Plans to Support Ongoing Seclidemstat Clinical Trials by Further Reducing Expenses

Company implementing a series of cost-savings measures designed to extend Salarius' expected cash runway into the first half of 2025

Extended runway supports the generation of additional data from the ongoing Phase 1/2 clinical trials in hematologic cancers and Ewing sarcoma

HOUSTON (February 22, 2024) – Salarius Pharmaceuticals, Inc. (Nasdaq: SLRX), a clinical-stage biopharmaceutical company developing therapies for patients with cancer in need of new treatment options, today announced that its Board of Directors is implementing a series of additional cost-savings measures designed to extend Salarius' expected cash runway into the first half of 2025. These measures will allow Salarius to support the generation of additional clinical data for seclidemstat in the ongoing MD Anderson Cancer Center (MDACC) investigator-initiated Phase 1/2 clinical trial in hematologic cancers and Salarius' Phase 1/2 trial in Ewing sarcoma.

Earlier this year Salarius announced that MDACC had resumed enrollment in the hematologic cancer trial, and based on the available data Salarius is encouraged by the 50% objective response rate (ORR) previously reported by MDACC researchers. Salarius also reported earlier this year that an additional Ewing sarcoma patient treated with a combination of seclidemstat, topotecan and cyclophosphamide (TC) achieved a partial response, increasing the ORR among first-relapse Ewing sarcoma patients to 60%.

In connection with the cost-savings measures, David Arthur, the Company's President and Chief Executive Officer, has ended his full-time employment and transitioned to a part-time consultant role, effective February 20, 2024. He will continue to serve as Chief Executive Officer and support Salarius' ongoing activities. The cost-savings measures also include reducing operating expenses and reducing the cash compensation payable to the Company's non-employee directors beginning in the second quarter of 2024.

In August 2023 Salarius announced that it had retained Canaccord Genuity, LLC to lead a comprehensive review of strategic alternatives focusing on maximizing shareholder value. While these efforts are ongoing, the Company continues to support its clinical programs, as appropriate, and the cost-savings measures approved by the Board of Directors are designed to enable the Company to continue supporting such activities.

"With these additional expense reductions, we are able to extend our cash runway to allow for the generation of additional clinical data in both seclidemstat clinical trials. The Board of Directors believes this decision is in the best interest of shareholders, and the additional data may enhance our opportunities to maximize shareholder value," said Dr. William McVicar, Chair of the Board. "By further reducing expenses, we are able to support the ongoing clinical development of seclidemstat into the first half of 2025. We look forward to reviewing the updated clinical data from both trials later this year and to sharing those data with prospective strategic partners and other interested parties."

About Seclidemstat
Seclidemstat is a novel oral reversible inhibitor of the LSD1 enzyme and has received fast track, orphan drug and rare pediatric disease designations for Ewing sarcoma from the FDA. In addition to the MDACC investigator-initiated trial, seclidemstat has been studied in a company-sponsored Phase 1/2 trial evaluating its use in combination with TC for the treatment of relapsed/refractory Ewing sarcoma.

Researchers at MDACC previously reported interim clinical trial results evaluating seclidemstat in combination with azacitidine for the treatment of myelodysplastic syndrome (MDS) and chronic myelomonocytic leukemia (CMML) patients who relapsed or progressed after hypomethylating agent therapy. Of eight evaluable patients, four (50%) had an objective response. These researchers reported a 90% probability of survival for 11 months in patients receiving seclidemstat plus azacitidine. Typically,

overall survival is four to six months after failing therapy with hypomethylating agents. The hematologic cancer Phase 1/2 clinical trial being conducted at the University of Texas MD Anderson Cancer Center is now listed as active and recruiting on clinical trials.gov – trial NCT04734990.

The Company-sponsored Ewing sarcoma clinical trial focuses on seclidemstat in combination with topotecan and cyclophosphamide as a treatment for relapsed and refractory Ewing sarcoma. To date, a total of 13 relapsed Ewing sarcoma patients, including five patients with first relapse and eight patients with second relapse, have been enrolled at seclidemstat doses of 600 mg or 900 mg twice daily in combination with TC.

- The five first-relapse patients demonstrated a 60% ORR and a 60% disease control rate (DCR) including one complete response and two partial responses. Among the three patients achieving OR, the median progression-free survival (mPFS) has not been reached with these patients still alive and have disease control and objectives responses at 17.4, 25.7 and 27.2 months, and increasing, after starting seclidemstat + TC combination treatment.
- The eight second-relapse patients demonstrated a 13% ORR, a 25% DCR and a mPFS of 1.6 months (range: 0.0 months to 10.7 months).
- Together the 13 first- and second-relapse patients demonstrated a mPFS of 8.1 months (range: 2.0 months to 27.2 months). Five patients, or 38%, achieved confirmed disease control and progression has not been observed in any of these patients while on study.

Salarius has completed FDA Type B End of Phase 2 (EOP2) meeting process for the Seclidemstat Ewing sarcoma development program and has amended the current clinical trial protocol to reflect guidance agreed to with FDA. There is currently one patient enrolled in the Ewing sarcoma clinical trial, who recently achieved a partial response defined by a 30% or greater reduction in their target lesions, and this patient is continuing treatment with seclidemstat plus TC therapy. The Ewing sarcoma trial is currently active but is not currently enrolling additional patients.

About Salarius Pharmaceuticals

Salarius Pharmaceuticals, Inc. is a clinical-stage biopharmaceutical company developing therapies for patients with cancer in need of new treatment options. Salarius' product portfolio includes seclidemstat, Salarius' lead candidate, which is being studied as a potential treatment for pediatric cancers, sarcomas and other cancers with limited treatment options, and SP-3164, an oral small molecule protein degrader being developed for the treatment of non-Hodgkin's lymphoma. Salarius has received financial support from the National Pediatric Cancer Foundation to advance the Ewing sarcoma program and was a recipient of a Product Development Award from the Cancer Prevention and Research Institute of Texas (CPRIT). For more information, please visit salariuspharma.com or follow Salarius on Twitter and LinkedIn.

Forward-Looking Statements

This press release contains "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical facts, included in this press release are forward-looking statements. These forward-looking statements may be identified by terms such as "will," "believe," "developing," "expect
," "may," "progress," "potential," "could," "look forward," "encouraging," "might," "should," and similar terms or expressions or the negative thereof. Examples of such statements include, but are not limited to, statements relating to the following: Salarius' expectations regarding the exploration of strategic alternatives, opportunities to extend Salarius' resources, the Company's expected cash runway, the Company's expectations that the cost-savings measures will support the generation of additional data from the ongoing Phase 1/2 clinical trials in hematologic cancers and Ewing sarcoma; the future of the Company's operations and product candidates; the future of the Company's preclinical studies and clinical trials and development activities; the advantages of protein degraders including the value of SP-3164 as a cancer treatment; the value of seclidemstat as a treatment for Ewing sarcoma, Ewing-related sarcomas, and other cancers and its ability to improve the life of patients. Salarius may not actually achieve the plans, carry out the intentions or meet the expectations or objectives disclosed in these forward-looking statements. You should not place undue reliance on these forward-looking statements. These statements are subject to risks and uncertainties which could cause actual results and

performance to differ materially from those discussed in the forward-looking statements. These risks and uncertainties include, but are not limited to, the following: the risk that exploration of strategic alternatives may not result in any definitive transaction or enhance stockholder value and may create a distraction or uncertainty that may adversely affect our operating results, business, or investor perceptions; the potential for the Company to seek other alternatives for restructuring and resolving its liabilities, including bankruptcy proceedings, a dissolution and orderly wind-down of operations; expectations regarding future costs and expenses; our product candidates being in early stages of development; the uncertainty about the paths of our programs and our ability to evaluate and identify a path forward for those programs, particularly given the constraints we have as a small company with limited financial, personnel and other operating resources (including with respect to the allocation of our limited capital and the sufficiency of our capital in the near term for any path we do select); Salarius' ability to continue as a going concern; the sufficiency of Salarius' capital resources; availability of suitable third parties with which to conduct contemplated strategic transactions; whether the Company will be able to pursue a strategic transaction, or whether any transaction, if pursued, will be completed successfully and on attractive terms or at all; whether our cash resources will be sufficient to fund the Company's foreseeable and unforeseeable operating expenses and capital requirements; changes in the Company's operating plans that may impact its cash expenditures; the uncertainties inherent in research and development, future clinical data and analysis; the risks associated with reductions in workforce, including reduced morale and attrition of additional employees necessary for the strategic reprioritization; the risk of not having a full-time chief executive officer; future clinical trial results and the impact of such results on Salarius; that the results of studies and clinical trials may not be predictive of future clinical trial results; the competitive landscape and other industry-related risks; and other risks described in Salarius' filings with the Securities and Exchange Commission, including its Annual Report on Form 10-K for the fiscal year ended December 31, 2022, as revised or supplemented by its Quarterly Reports on Form 10-Q and other documents filed with the SEC. The forward-looking statements contained in this press release speak only as of the date of this press release and are based on management's assumptions and estimates as of such date. Salarius disclaims any intent or obligation to update these forward-looking statements to reflect events or circumstances that exist after the date on which they were made.

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