SECURITIES AND EXCHANGE COMMISSION

FORM 10-Q

Quarterly report pursuant to sections 13 or 15(d)

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FILER

Aditxt, Inc.

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SIC: **2834** Pharmaceutical preparations

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

FORM 10-Q

(Mark One)
☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended **September 30, 2021**

or

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _______________ to _______________

Commission File Number: 001-39336

Aditxt, Inc.
(Exact name of registrant as specified in its charter)

Delaware	**82-3204328**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification No.)
737 N. Fifth Street, Suite 200 Richmond, VA	**23219**
(Address of principal executive offices)	(Zip Code)

(650) 870-1200
(Registrant's telephone number, including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	**ADTX**	**The Nasdaq Stock Market LLC**

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

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

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		Emerging growth company	☒

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

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

As of November 12, 2021, the registrant had 27,027,149 and 26,926,346 shares of common stock, $0.001 par value per share, issued and outstanding, respectively.

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CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS AND INDUSTRY DATA

This Quarterly Report on Form 10-Q contains forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These statements may be identified by such forward-looking terminology as "may," "should," "expects," "intends," "plans," "anticipates," "believes," "estimates," "predicts," "potential," "continue" or the negative of these terms or other comparable terminology. Our forward-looking statements are based on a series of expectations, assumptions, estimates and projections about our company, are not guarantees of future results or performance and involve substantial risks and uncertainty. We may not actually achieve the plans, intentions or expectations disclosed in these forward-looking statements. Actual results or events could

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differ materially from the plans, intentions and expectations disclosed in these forward-looking statements. Our business and our forward-looking statements involve substantial known and unknown risks and uncertainties, including the risks and uncertainties inherent in our statements regarding:

- Our plans to initiate clinical trials for our product candidates;
- Our plans to research, develop and commercialize our product candidates;
- Our ability to comply with the provisions of our license agreements with Loma Linda University and Leland Stanford Junior University;
- The results of clinical testing and trial activities of our product candidates;
- Our ability to obtain regulatory approval and market acceptance of, and reimbursement for our products;
- Our ability to protect our intellectual property and to develop, maintain and enhance a strong brand;
- Our ability to compete and succeed in a highly competitive and evolving industry;
- Our lack of operating history on which to judge our business prospects and management;
- Our ability to raise capital and the availability of future financing;
- Our ability to manage our research, development, expansion, growth, and operating expenses;
- Our reliance on third parties to conduct our research, preclinical studies and expected clinical trials;
- Our ability to complete the transactions contemplated under our Transaction Agreement with AiPharma Global;
- the impacts of COVID-19, or other future pandemics on our business; and
- the impact of government laws and regulation.

All of our forward-looking statements are as of the date of this Quarterly Report on Form 10-Q only. In each case, actual results may differ materially from such forward-looking information. We can give no assurance that such expectations or forward-looking statements will prove to be correct. An occurrence of, or any material adverse change in, one or more of the risk factors or risks and uncertainties referred to in this Quarterly Report on Form 10-Q or included in our other public disclosures or our other periodic reports or other documents or filings filed with or furnished to the U.S. Securities and Exchange Commission (the "SEC") could materially and adversely affect our business, prospects, financial condition, and results of operations. Except as required by law, we do not undertake or plan to update or revise any such forward-looking statements to reflect actual results, changes in plans, assumptions, estimates or projections or other circumstances affecting such forward-looking statements occurring after the date of this Quarterly Report on Form 10-Q, even if such results, changes, or circumstances make it clear that any forward-looking information will not be realized. Any public statements or disclosures by us following this Quarterly Report on Form 10-Q that modify or impact any of the forward-looking statements contained in this Quarterly Report on Form 10-Q will be deemed to modify or supersede such statements in this Quarterly Report on Form 10-Q.

This Quarterly Report on Form 10-Q may include market data and certain industry data and forecasts, which we may obtain from internal company surveys, market research, consultant surveys, publicly available information, reports of governmental agencies and industry publications, articles, and surveys. Industry surveys, publications, consultant surveys, and forecasts generally state that the information contained therein has been obtained from sources believed to be reliable, but the accuracy and completeness of such information is not guaranteed. While we believe that such studies and publications are reliable, we have not independently verified market and industry data from third-party sources.

References to Aditxt, Inc.

Throughout this Quarterly Report on Form 10-Q, the "Company," "Aditxt," "we," "us," and "our" refers to Aditxt, Inc. and "our board of directors" refers to the board of directors of Aditxt, Inc.

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PART I - FINANCIAL INFORMATION

Item 1. Financial Statements

ADITXT, INC.
BALANCE SHEETS
(Unaudited)

	September 30, 2021	December 31, 2020
ASSETS		
CURRENT ASSETS:		
Cash	$ 5,469,435	$ 10,500,826
Prepaid expenses	416,072	147,642
ROU asset - short term	-	384,685
Note receivable	6,500,000	-
TOTAL CURRENT ASSETS	12,385,507	11,033,153
Fixed assets, net	2,255,089	798,919
Intangible assets, net	240,970	321,000
ROU asset - long term	3,967,338	871,136
Deposits	315,655	72,296
Other assets	422,108	-
TOTAL ASSETS	$ 19,586,667	$ 13,096,504
LIABILITIES AND STOCKHOLDERS' EQUITY		
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	$ 1,655,976	$ 241,613
Financing of fixed asset – short term	744,299	587,588
Deferred rent	180,940	6,536
Lease liability - short term	1,019,613	391,221
TOTAL CURRENT LIABILITIES	3,600,828	1,226,958
Financing of fixed asset - long term	246,723	-
Lease liability - long term	2,766,785	858,064
TOTAL LIABILITIES	6,614,336	2,085,022
STOCKHOLDERS' EQUITY		
Preferred stock, $0.001 par value, 3,000,000 shares authorized, zero shares issued and outstanding, respectively	-	-
Common stock, $0.001 par value, 100,000,000 shares authorized, 24,193,816 and 13,074,495 shares issued and 24,093,013 and 12,973,692 shares outstanding, respectively	24,198	13,078
Treasury stock, 100,803 and 100,803 shares, respectively	(201,605)	(201,605)
Additional paid-in capital	56,450,015	32,079,187
Accumulated deficit	(43,300,277)	(20,879,178)
TOTAL STOCKHOLDERS' EQUITY	12,972,331	11,011,482
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 19,586,667	$ 13,096,504

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See accompanying notes to the financial statements.

ADITXT, INC.
STATEMENTS OF OPERATIONS
(Unaudited)

	Three Months Ended September 30, 2021	Three Months Ended September 30, 2020	Nine Months Ended September 30, 2021	Nine Months Ended September 30, 2020
OPERATING EXPENSES				
General and administrative expenses, including $650,325, $874,363, $2,887,657 and $1,564,129, in stock-based compensation, respectively	$ 4,451,545	$ 2,453,725	$ 14,348,375	$ 3,677,490
Research and development expenses, including $248,989, $0, $248,989, and $0 in stock-based compensation, respectively	1,471,544	285,813	3,340,247	514,478
Sales and marketing expenses, including $0, $0, $0, and $0 in stock-based compensation, respectively	150,056	5,000	252,562	7,848
Total operating expenses	6,073,145	2,744,538	17,941,184	4,199,816
NET LOSS FROM OPERATIONS	(6,073,145)	(2,744,538)	(17,941,184)	(4,199,816)
OTHER EXPENSE				
Interest expense	(38,198)	-	(74,587)	(902)
Interest income	42,838	116	43,267	116
Gain on forgiveness of debt	-	-	-	32,500
Loss on extinguishment of debt	(2,500,970)	-	(2,500,970)	-
Amortization of debt discount	(1,191,254)	-	(1,845,358)	(300,000)
Total other expense	(3,687,584)	116	(4,377,648)	(268,286)
Net loss before income taxes	(9,760,729)	(2,744,422)	(22,318,832)	(4,468,102)
Income tax provision	-	-	-	-
NET LOSS	$ (9,760,729)	$ (2,744,422)	$ (22,318,832)	$ (4,468,102)
Net loss per share - basic and diluted	$ (0.56)	$ (0.37)	$ (1.46)	$ (0.88)
Weighted average number of shares outstanding during the period - basic and diluted	17,380,505	7,439,225	15,270,814	5,091,584

See accompanying notes to the financial statements.

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ADITXT, INC.
STATEMENTS OF STOCKHOLDERS' EQUITY (DEFICIT)
THREE AND NINE MONTHS ENDED SEPTEMBER 30, 2021 AND 2020
(Unaudited)

	Preferred Shares Outstanding	Preferred Shares Par	Common Shares Outstanding	Common Shares Par	Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
Balance December 31, 2020	-	$ -	12,973,692	$ 13,078	$ (201,605)	$ 32,079,187	$ (20,879,178)	$ 11,011,482
Exercise of warrants	-	-	1,163,556	1,164	-	3,717,792	-	3,718,956
Issuance of shares for services	-	-	18,000	18	-	51,222	-	51,240
Issuance of shares for employee compensation	-	-	335,000	335	-	1,111,865	-	1,112,200
Stock option and warrant compensation	-	-	-	-	-	301,462	-	301,462
Fair value of warrants issued with convertible note payable	-	-	-	-	-	1,322,840	-	1,322,840
Warrant consideration for convertible note offering costs	-	-	-	-	-	231,316	-	231,316
Net loss	-	-	-	-	-	-	(6,379,667)	(6,379,667)
Balance March 31, 2021 (unaudited)	-	$ -	14,490,248	$ 14,595	$ (201,605)	$ 38,815,684	$ (27,258,845)	$ 11,369,829
Issuance of shares for services	-	-	68,000	68	-	181,792	-	181,860
Issuance of shares for employee compensation	-	-	130,000	130	-	331,370	-	331,500
Stock option and warrant compensation	-	-	-	-	-	259,070	-	259,070
Net loss	-	-	-	-	-	-	(6,178,436)	(6,178,436)
Balance June 30, 2021 (unaudited)	-	$ -	14,688,248	$ 14,793	$ (201,605)	$ 39,587,916	$ (33,437,281)	$ 5,963,823
Stock option and warrant compensation	-	-	-	-	-	219,885	-	219,885

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Issuance of shares for the conversion of debt	-	-	4,802,497	4,803	-	5,745,119	-	5,749,922
Issuance of shares and warrants for offering, net of issuance costs	-	-	4,583,334	4,583	-	10,115,418	-	10,120,001
Restricted stock unit compensation	-	-			-	674,265	-	674,265
Issuance of shares for vested restricted stock units	-	-	16,000	16	-	(16)	-	-
Issuance of shares for services	-	-	2,934	3	-	5,161	-	5,164
Reduction in exercise price of warrants	-	-	-	-	-	102,267	(102,267)	-
Net loss	-	-	-	-	-	-	(9,760,729)	(9,760,729)
Balance September 30, 2021 (unaudited)	-	-	24,093,013	24,198	(201,605)	56,450,015	(43,300,277)	12,972,331

	Preferred Shares Outstanding	Preferred Shares Par	Common Shares Outstanding	Common Shares Par	Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Total Stockholders' Equity (Deficit)
Balance December 31, 2019	-	$ -	3,821,087	$ 3,916	$ (189,625)	$ 9,063,483	$ (11,729,951)	$ (2,852,177)
Issuance of shares for services	-	-	104,750	105	-	418,895	-	419,000
Stock option and warrant compensation	-	-	-	-	-	110,437	-	110,437
Treasury stock	-	-	(5,990)	-	(11,980)	-	-	(11,980)
Net loss	-	-	-	-	-	-	(1,189,363)	(1,189,363)
Balance March 31, 2020 (unaudited)	-	$ -	3,919,847	$ 4,021	$ (201,605)	$ 9,592,815	$ (12,919,314)	$ (3,524,083)
Exercise of warrants	-	-	30,975	31	-	185,819	-	185,850
Stock option and warrant compensation	-	-	-	-	-	77,138	-	77,138

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Issuance of shares for services	-	-	17,500	18	-	83,174	-	83,192
Adjustment to Common Shares due to reverse stock split	-	-	(10)	(1)	-	-	-	(1)
Net loss	-	-	-	-	-	-	(534,317)	(534,317)
Balance June 30, 2020 (unaudited)	-	$ -	3,968,312	$ 4,069	$ (201,605)	$ 9,938,946	$ (13,453,631)	$ (3,712,221)
Exercise of warrants	-	-	3,709,778	3,712	-	20,982	-	24,694
Stock option and warrant compensation	-	-	-	-	-	63,621	-	63,621
Issuance of shares for services	-	-	208,666	209	-	810,533	-	810,742
Issuance of shares for the settlement of accrued compensation and accounts payable	-	-	146,818	147	-	1,221,878	-	1,222,025
Issuance of shares and warrants for IPO, net of issuance costs	-	-	1,226,668	1,227	-	9,429,455	-	9,430,682
Issuance of shares and warrants for offering, net of issuance costs	1,250,000	1,250	1,150,000	1,150	-	8,524,376	-	8,526,776
Issuance of shares for the settlement of debt	-	-	62,500	63	-	124,937	-	125,000
Exercise conversion of preferred shares	(1,250,000)	(1,250)	1,250,000	1,250	-	-	-	-
Net loss	-	-	-	-	-	-	(2,744,422)	(2,744,422)
Balance September 30, 2020 (unaudited)	-	-	11,722,742	11,827	(201,605)	30,134,728	(16,198,053)	13,746,897

See accompanying notes to the financial statements.

ADITXT, INC.
STATEMENTS OF CASH FLOWS
(Unaudited)

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	Nine Months Ended September 30, 2021	Nine Months Ended September 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (22,318,832)	$ (4,468,102)
Adjustments to reconcile net loss to net cash used in operating activities		
Stock-based compensation	3,136,646	1,564,129
Depreciation expense	266,385	2,796
Amortization of intangible assets	80,030	-
Amortization of debt discount	1,845,358	300,000
Loss on extinguishment of debt	2,500,970	-
Changes in operating assets and liabilities:		
Prepaid expenses	(268,430)	(238,308)
Deposits	(243,359)	(61,586)
Accounts payable and accrued expenses	1,414,363	(1,302,193)
Accrued compensation to related parties	-	128,396
Net cash used in operating activities	(13,586,869)	(4,074,868)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of fixed assets	(900,693)	(160,534)
TI allowance receivable	(226,738)	-
Deferred acquisition costs	(152,630)	-
Note receivable and accrued interest	(6,542,740)	-
Net cash used in investing activities	(7,822,801)	(160,534)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from convertible note payable	5,000,000	375,000
Discount on convertible note payable from offering costs	(526,460)	-
Repayments of note payable	(315,790)	(715,600)
Common stock and warrants issued for cash, net of issuance costs	10,120,001	18,500,039
Offering costs	-	(423,139)
Proceeds from exercise of warrants	3,718,956	210,546
Payments on financing of fixed asset	(418,428)	-
Cash paid on extinguishment of note payable	(1,200,000)	-
Net cash provided by financing activities	16,378,279	17,946,846
NET (DECREASE) INCREASE IN CASH	(5,031,391)	13,711,444
CASH AT BEGINNING OF PERIOD	10,500,826	4,090
CASH AT END OF PERIOD	$ 5,469,435	$ 13,715,534
Supplemental cash flow information:		
Cash paid for income taxes	$ -	$ -
Cash paid for interest expense	$ 15,789	$ 5,842
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Liabilities assumed for common stock	$ -	$ 11,980
Issuance of shares for the conversion of notes payable	$ 5,749,922	$ 125,000
Lease liability recognized from right of use asset	$ 2,806,427	$ -
Issuance of shares for the settlement of accounts payable	$ -	$ 1,222,025
Original offering discount on note payable	$ 1,000,000	$ 300,000

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Debt Discount from warrants issued with convertible note payable	$ 1,322,840	$ -
Debt Discount from warrant consideration for convertible debt offering costs	$ 231,316	$ -
Liability recognized for financed assets	$ 821,862	$ 1,191,985
Reduction in exercise price of warrants	$ 102,267	$

See accompanying notes to the financial statements.

ADITXT, INC.
NOTES TO FINANCIAL STATEMENTS
(unaudited)

NOTE 1 – ORGANIZATION AND NATURE OF BUSINESS

Company Background

Overview

Aditxt, Inc. ("Aditxt" or the "Company"), formally known as Aditx Therapeutics, Inc., was incorporated in the State of Delaware on September 28, 2017 and the Company's headquarters are located in Richmond, VA. The Company is a biotech innovation company with a mission of prolonging life and enhancing its quality by improving the health of the immune system.

The Company is developing biotechnologies specifically focused on improving the health of the immune system through immune reprogramming and monitoring. The Company's immune reprogramming technologies are currently at the pre-clinical stage and are designed to retrain the immune system to induce tolerance with an objective of addressing rejection of transplanted organs, autoimmune diseases, and allergies. The Company's immune monitoring technologies are designed to provide a personalized comprehensive profile of the immune system and the Company plans to utilize them in its upcoming reprogramming clinical trials to monitor subjects' immune response before, during and after drug administration.

Offerings

On July 2, 2020, the Company completed its initial public offering ("IPO"). In connection therewith, the Company issued 1,226,668 Units (the "Units"), at an offering price of $9.00 per Unit, resulting in gross proceeds of approximately $11.0 million. The Units issued in the IPO consisted of one share of common stock, one Series A warrant, and one Series B warrant. The Series A warrants originally had an exercise price of $9.00 and a term of 5 years. In addition, the Company issued a Unit Purchase Option at an exercise price of $11.25 per unit to the underwriters to purchase up to 67,466 units, with each unit consisting of (i) one share of common stock and (ii) one Series A warrant. On August 19, 2020, the Company modified the exercise price of the Series A warrants from $9.00 per share to $4.50 per share. The term of the Series A warrants was not modified. The Series B warrants have an exercise price of $11.25 per share, a term of 5 years and contain a cashless exercise option upon certain criteria being met. As of September 30, 2021, substantially all of the Series B warrants issued in the IPO have been exercised pursuant to a cashless provision therein.

On September 10, 2020, the Company completed a follow-on public offering ("September 2020 Offering"). In connection therewith, the Company issued 2,400,000 Units (the "Follow-On Units"), at an offering price of $4.00 per Follow-On Unit, resulting in gross proceeds of approximately $9.6 million. The Follow-On Units issued in the September 2020 Offering consisted of one share of common stock (or Series A Preferred Stock for investors who would own more than 4.99% of the Company if they invested in common stock), one Series A-1 warrant, and one Series B-1 warrant. The Series A-1 warrants have an exercise price of $3.19 per share and a term of 5 years. The Series B-1 warrants have an exercise price of $5.00 per share, a term of 5 years and contain a cashless exercise option upon certain criteria being met. In addition, the Company issued a warrant to the underwriters to purchase up to 60,000 shares of common stock at an exercise price of $5.00 per share. Subsequent to quarter end, substantially all of the Series B-1 warrants issued in the September 2020 Offering have been exercised pursuant to a cashless provision therein.

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On August 31, 2021, the Company completed a registered direct offering ("August 2021 Offering"). In connection therewith, the Company issued 4,583,334 shares of common stock, at a purchase price of $2.40 per share, resulting in gross proceeds of approximately $11.0 million. In a concurrent private placement, the Company issued warrants to purchase up to 4,583,334 shares. The warrants have an exercise price of $2.53 per share and are exercisable for a five-year period commencing six months from the date of issuance. In addition, the Company issued a warrant to the placement agent to purchase up to 229,166 shares of common stock at an exercise price of $3.00 per share.

Risks and Uncertainties

The Company has a limited operating history and has not generated revenue from intended operations. The Company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: changes in the biotechnology regulatory environment, technological advances that render our technologies obsolete, availability of resources for clinical trials, acceptance of technologies into the medical community, and competition from larger, more well-funded companies. These adverse conditions could affect the Company's financial condition and the results of its operations.

On January 30, 2020, the World Health Organization declared the COVID-19 novel coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The COVID-19 coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. While it is unknown how long these conditions will last and what the financial impact will be to the Company, it is reasonably possible that future capital raising efforts and additional development of our technologies may be negatively affected.

NOTE 2 – GOING CONCERN ANALYSIS

Management Plans

The Company was incorporated on September 28, 2017 and has not generated revenues to date. During the nine months ended September 30, 2021, the Company had a net loss of $22,318,832 and cash of $5,469,435 at September 30, 2021. The Company will be conducting medical research and development, and the time at which the Company will begin generating revenue is unknown. These factors indicate substantial doubt about the Company's ability to continue as a going concern. The Company believes, however, that the funds raised by August 2021 Offering as well as its remaining availability of approximately $89.0 million to raise future funds pursuant to an effective shelf registration statement filed with the SEC on Form S-3 declared effective on July 13, 2021 will be sufficient to fund the Company's operations for at least the next 12 months. Because of these factors, the Company believes that this alleviates substantial doubt in connection with the Company's ability to continue as a going concern. The accompanying financial statements have been prepared assuming that the Company will continue as a going concern.

The financial statements included in this report do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the matters discussed herein. While we believe in the viability of our strategy to generate sufficient revenue, control costs, and raise additional funds, when necessary, there can be no assurances to that effect. The Company's ability to continue as a going concern is dependent upon the ability to complete clinical studies and implement the business plan, generate sufficient revenues and to control operating expenses.

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). In the opinion of the Company's management, the accompanying financial statements reflect all adjustments, consisting of normal, recurring adjustments, considered necessary for a fair presentation of the results for the interim periods ended September 30, 2021 and September 30, 2020. Although management believes that the disclosures in these unaudited financial statements

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are adequate to make the information presented not misleading, certain information and footnote disclosures normally included in financial statements that have been prepared in accordance U.S. GAAP have been omitted pursuant to the rules and regulations of the SEC.

The accompanying unaudited financial statements should be read in conjunction with the Company's financial statements and notes related thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 25, 2021. The interim results for the nine months ended September 30, 2021 are not necessarily indicative of the results to be expected for the year ended December 31, 2021 or for any future interim periods.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates. Significant estimates underlying the financial statements include the fair value of stock options and warrants.

Fair Value Measurements and Fair Value of Financial Instruments

The Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, Fair Value Measurements. ASC Topic 820 clarifies the definition of fair value, prescribes methods for measuring fair value, and establishes a fair value hierarchy to classify the inputs used in measuring fair value as follows:

Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities available at the measurement date.

Level 2 - Inputs are unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.

Level 3 - Inputs are unobservable inputs which reflect the reporting entity's own assumptions on what assumptions the market participants would use in pricing the asset or liability based on the best available information.

The Company did not identify any assets or liabilities that are required to be presented on the balance sheets at fair value in accordance with ASC Topic 820.

Due to the short-term nature of all financial assets and liabilities, their carrying value approximates their fair value as of the balance sheet dates.

Concentrations of Credit Risk

The Company maintains its cash accounts at financial institutions which are insured by the Federal Deposit Insurance Corporation. At times, the Company may have deposits in excess of federally insured limits.

Cash and Cash Equivalents

Cash and cash equivalents include short-term, liquid investments.

Fixed Assets

Fixed assets are stated at cost less accumulated depreciation. Cost includes expenditures for furniture, office equipment, laboratory equipment, and other assets. Maintenance and repairs are charged to expense as incurred. When assets are sold, retired, or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations. The costs of fixed assets are depreciated using the straight-line method over the estimated useful lives or lease life of the related assets.

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Intangible Assets

Intangible assets are stated at cost less accumulated amortization. For intangible assets that have finite lives, the assets are amortized using the straight-line method over the estimated useful lives of the related assets. For intangible assets with indefinite lives, the assets are tested periodically for impairment.

Offering Costs

The Company accounts for offering costs in accordance with ASC 340, Other Assets and Deferred Costs. Prior to the completion of an offering, offering costs were capitalized as deferred offering costs on the balance sheet. The deferred offering costs are netted against the proceeds of the offering in stockholders' equity (deficit) or the related debt, as applicable. Costs related to unsuccessful offerings are expensed.

Leases

Under Topic 842, adopted in 2020 with no impact related to adoption, operating lease expense is generally recognized evenly over the term of the lease. The Company has operating leases consisting of office space, laboratory space, and lab equipment.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. For lease agreements entered or reassessed after the adoption of Topic 842, we combine the lease and non-lease components in determining the lease liabilities and right of use ("ROU") assets.

Stock-Based Compensation

The Company accounts for stock-based compensation costs under the provisions of ASC 718, Compensation—Stock Compensation, which requires the measurement and recognition of compensation expense related to the fair value of stock-based compensation awards that are ultimately expected to vest. Stock based compensation expense recognized includes the compensation cost for all stock-based payments granted to employees, officers, and directors based on the grant date fair value estimated in accordance with the provisions of ASC 718. ASC 718 is also applied to awards modified, repurchased, or cancelled during the periods reported. Stock-based compensation is recognized as expense over the employee's requisite vesting period and over the nonemployee's period of providing goods or services.

Patents

The Company incurs fees from patent licenses, which are expensed as incurred. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred patent licensing fees for the patents of $76,245 and $258,635, respectively.

Research and Development

We incur research and development costs during the process of researching and developing our technologies and future offerings. We expense these costs as incurred unless such costs qualify for capitalization under applicable guidance. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred research and development costs of $3,340,247 and $514,478, respectively.

Basic and Diluted Net Loss per Common Share

Basic loss per common share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding for each period. Diluted loss per share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding plus the dilutive effect of shares issuable through the common stock equivalents. The weighted-average number of common shares outstanding excludes common stock equivalents because their inclusion would be anti-dilutive. As of September 30, 2021, 2,143,000 stock options, 1,428,800 restricted stock units, and 10,263,964 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive. As of September 30, 2020, 1,110,000 stock options and 6,237,296 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive.

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Recent Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, which simplifies the guidance on the issuer's accounting for convertible debt instruments by removing the separation models for convertible debt with a cash conversion feature and convertible instruments with a beneficial conversion feature. As a result, entities will not separately present in equity an embedded conversion feature in such debt and will account for a convertible debt instrument wholly as debt, unless certain other conditions are met. The elimination of these models will reduce reported interest expense and increase reported net income for entities that have issued a convertible instrument that is within the scope of ASU 2020-06. ASU 2020-06 is applicable for fiscal years beginning after December 15, 2021, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. The Company has elected to early adopt this ASU and the adoption of this ASU did not have a material impact on the Company's consolidated financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been several ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

NOTE 4 – NOTE RECEIVABLE

On August 25, 2021, the Company entered into a letter of intent ("the LOI") to acquire a biopharmaceutical company, the ("Target Company"), commercializing COVID-19 antiviral oral therapy. Key terms of the proposed transaction as stated in the Letter of Intent included: the completion of a proposed $6.5 million secured loan from the Company to the Target Company by August 31, 2021, as well as the issuance of such number of shares of the Company's common stock that yields 50% of the number of the Company's outstanding shares post-closing of the transaction. The acquisition is subject to the satisfaction of numerous conditions, including satisfactory due diligence, the negotiation and execution of definitive agreements and other closing conditions, including board and shareholder approval and approval by Nasdaq of the listing of shares proposed to be issued in the transaction. The Company and the Target Company have agreed to an exclusivity period until September 30, 2021 (the "Exclusivity Period"), with a view to settling the definitive agreement. On September 30, 2021, the parties entered into a letter agreement pursuant to which they agreed to extend the Exclusivity Period until October 4, 2021.

As contemplated by the Letter of Intent, on August 30, 2021, the Company entered into a secured credit agreement dated August 27, 2021 (the "Credit Agreement") with the Target Company and certain affiliated entities, pursuant to which the Company made a secured loan to the Target Company in the principal amount of $6.5 million (the "Loan"). The Loan was funded on August 31, 2021, following the closing of the Company's August 2021 Offering. The Loan bears interest at a rate of 8% per annum and matures on November 30, 2021 or upon such earlier date as the Letter of Intent or Exclusivity Period is terminated in accordance with the terms thereof. The Loan is secured by certain accounts receivable and other assets of the Target Company and certain of its affiliates. The Credit Agreement also contains certain covenants that prohibit the Target Company from incurring additional indebtedness, incurring liens or making any dispositions of its property.

NOTE 5 – FIXED ASSETS

The Company's fixed assets include the following on September 30, 2021:

	Cost Basis	Accumulated Depreciation	Net
Computers	$ 312,489	$ (48,798)	$ 263,691
Lab Equipment	2,134,809	(232,590)	1,902,219
Office Furniture	83,345	(2,625)	80,720
Other Fixed Assets	8,605	(146)	8,459
Total Fixed Assets	$ 2,539,248	$ (284,159)	$ 2,255,089

The Company's fixed assets include the following on December 31, 2020:

	Cost Basis	Accumulated Depreciation	Net

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Computers	$ 54,579	$ (3,079)	$ 51,500
Lab Equipment	750,658	(14,350)	736,308
Office Furniture	10,407	(312)	10,095
Other Fixed Assets	1,048	(32)	1,016
Total Fixed Assets	$ 816,692	$ (17,773)	$ 798,919

Depreciation expense was $99,857 for the three months ended September 30, 2021 and $2,796 for the three months ended for September 30, 2020. Depreciation expense was $266,385 for the nine months ended September 30, 2021 and $2,796 for the nine months ended for September 30, 2020. None of the Company's fixed assets serve as collateral against any loans as of September 30, 2021 and December 31, 2020, other than those subject to the financed asset liability.

NOTE 6 – INTANGIBLE ASSETS

The Company's intangible assets include the following on September 30, 2021:

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$ 321,000	$ (80,030)	$ 240,970
Total Intangible Assets	$ 321,000	(80,030)	$ 240,970

The Company's intangible assets include the following on December 31, 2020:

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$ 321,000	$ -	$ 321,000
Total Intangible Assets	$ 321,000	-	$ 321,000

Amortization expense was $26,970 for the three months ended September 30, 2021 and zero for the three months ended for September 30, 2020. Amortization expense was $80,030 for the nine months ended September 30, 2021 and zero for the nine months ended for September 30, 2020. None of the Company's intangible assets serve as collateral against any loans as of September 30, 2021 and December 31, 2020.

NOTE 7 – RELATED PARTY TRANSACTIONS

On February 24, 2021, the Company granted 225,000 shares of restricted stock pursuant to the Company's 2017 Equity Incentive Plan to the Company's Chief Executive Officer. The Company recognized $747,000 in stock-based compensation for the issuance of these shares. The grant vests in equal annual installments over the course of (3) three years, beginning on March 31, 2021.

On February 24, 2021, the Company granted 110,000 shares of restricted stock pursuant to the Company's 2017 Equity Incentive Plan to the Company's current President and former Chief Financial Officer. The Company recognized $365,200 in stock-based compensation for the issuance of these shares. The grant vests in equal annual installments over the course of (3) three years, beginning on March 31, 2021.

On June 4, 2021, the Company granted 75,000 shares of restricted stock pursuant to the Company's 2021 Equity Incentive Plan to the Company's Chief Executive Officer. The Company recognized $191,250 in stock-based compensation for the issuance of these shares.

On June 4, 2021, the Company granted 55,000 shares of restricted stock pursuant to the Company's 2021 Equity Incentive Plan to the Company's current President and former Chief Financial Officer. The Company recognized $140,250 in stock-based compensation for the issuance of these shares.

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On August 5, 2021, the Company granted 225,000 shares of Restricted Stock Units pursuant to the Company's 2021 Equity Incentive Plan to officers and board members of the Company. 5,000 of these shares vested during the quarter, the remaining 220,000 shares are unvested as of September 30, 2021. The Company recognized $46,264 in stock-based compensation for the issuance of these vested and unvested shares during the three months ended September 30, 2021.

NOTE 8 – FINANCING AGREEMENT

In February 2021, the Company entered into an additional 24-month financing agreement for lab equipment. The aggregate cost of this financing agreement, net of a $200,000 down payment is $892,094, of which $821,861 represents principal and $70,233 represents interest. The financing agreement has an interest rate of 8% per year.

NOTE 9 – CONVERTIBLE NOTE PAYABLE

On January 25, 2021, the Company entered into a Securities Purchase Agreement with an institutional accredited investor (the "Investor") for the offering, sale, and issuance of a $6,000,000 Senior Convertible Promissory Note (the "January 2021 Securities Purchase Agreement, or the Convertible Note"). The Convertible Note had a twenty-four-month term and was convertible at the option of the Investor at any time prior to maturity in shares of common stock at an initial conversion price of $4.00 per share. Pursuant to the January 2021 Securities Purchase Agreement, the Company also issued a warrant to the Investor to purchase up to 800,000 shares of the Company's common stock. The warrant is immediately exercisable for a period of three (3) years at an exercise price of $4.00 per share, subject to adjustment. An additional 75,000 warrants to purchase shares of the Company's common stock was also issued to the underwriters. These underwriter warrants are immediately exercisable for a period of five (5) years at an exercise price of $4.00 per share, subject to adjustment. The Convertible Note had an original issuance discount of $1,000,000. The Company also recognized an additional discount of $526,460 from the issuance costs of the debt, $1,322,840 from the relative fair value of the warrants issued to the Investor, and $231,316 from the fair value of warrants issued to the underwriters. The total debt discount from these items was $3,080,616 which would have been amortized over the life of the Convertible Note. Repayment of the Convertible Note's principal amount would occur in nineteen monthly cash or common stock payments beginning in July 2021. The Convertible Note could have been prepaid by the Company at any time without penalty at 105% of the then outstanding principal amount due under the Convertible Note.

On August 25, 2021, commensurate with the offering of securities described in Note One, the exercise price of the warrants was reset based on the sale of securities at a lesser price than the original strike price of the warrants. The reset provision was partially waived at the time and formally waived based on the defeasance and waiver agreement on August 30, 2021, described below. The reset provision resulted in a warrant reset adjustment for $102,267 and recorded as an increase to accumulated deficit and an increase to additional paid-in-capital.

On August 30, 2021, the Company entered into a defeasance and waiver agreement with the holder (the "Noteholder") of the Convertible Note pursuant to which the Noteholder has agreed in exchange for (a) a cash payment by the Company to the Convertible Noteholder of $1.2 million, (b) a waiver, in part, of the conversion price adjustment provision such that the January 2021 Note shall be convertible into 4,802,497 shares of common stock (without giving effect to the conversion notices received by the Company from the Noteholder prior to the date hereof totaling 1,005,748 shares) and (c) a voluntary and permanent reduction by the Company of the exercise price of the warrant to purchase 800,000 shares of common stock of the Company to $2.53 per share. As a result of the modification of the debt terms, the Company determined that an extinguishment of the debt occurred and recorded a loss on extinguishment of the debt in the amount of $2,500,970 for the three and nine months ended September 30, 2021.

NOTE 10 – LEASES

Our lease agreements generally do not provide an implicit borrowing rate; therefore, an internal incremental borrowing rate is determined based on information available at lease commencement date for purposes of determining the present value of lease payments. We used the incremental borrowing rate on September 30, 2021 and December 31, 2020 for all leases that commenced prior to that date. In

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determining this rate, which is used to determine the present value of future lease payments, we estimate the rate of interest we would pay on a collateralized basis, with similar payment terms as the lease and in a similar economic environment.

Lease Costs

	Nine Months Ended September 30, 2021	Nine Months Ended September 30, 2020
Components of total lease costs:		
Operating lease expense	$ 515,956	$ 46,698
Total lease costs	$ 515,956	$ 46,698

Lease Positions as of September 30, 2021

ROU lease assets and lease liabilities for our operating leases are recorded on the balance sheet as follows:

	September 30, 2021	December 31, 2020
Assets		
Right of use asset – short term	$ -	$ 384,685
Right of use asset – long term	3,967,338	871,136
Total right of use asset	$ 3,967,338	$ 1,255,821
Liabilities		
Operating lease liabilities – short term	$ 1,019,613	$ 391,221
Operating lease liabilities – long term	2,766,785	858,064
Total lease liability	$ 3,786,398	$ 1,249,285

Lease Terms and Discount Rate

Weighted average remaining lease term (in years) – operating leases	2.92
Weighted average discount rate – operating leases	8.00%

On May 4, 2021, the Company entered a triple net lease (the “Richmond Lease”) for approximately 25,000 square feet of laboratory and office space in Richmond, Virginia. The Richmond Lease has a term of sixty-three months. The monthly base rent is approximately $53,000, plus applicable pro-rata common area charges, taxes, and maintenance. The Richmond Lease contains a base rent escalation clause of 3% per lease calendar year as well as a tenant improvement allowance of $375,000 in aggregate.

NOTE 11 – STOCKHOLDERS’ EQUITY

Common Stock

On May 24, 2021, the Company increased the number of authorized shares of the Company’s common stock, par value $0.001 per share, from 27,000,000 to 100,000,000 (the “Authorized Shares Increase”) by filing a Certificate of Amendment (the “Certificate of Amendment”) to its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware. In accordance with the General Corporation Law of the State of Delaware, the Authorized Shares Increase and the Certificate of Amendment were approved by the stockholders of the Company at the Company’s Annual Meeting of Stockholders on May 19, 2021.

During the nine months ended September 30, 2021, the Company issued 88,934 shares of common stock and recognized expense of $238,264 in stock-based compensation for consulting services. The Company also issued 1,163,556 shares of common stock upon the

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exercise of warrants and received $3,718,956 in cash proceeds. The Company granted 465,000 shares of restricted common stock for employee compensation and recognized expense of $1,443,700 in stock-based compensation. The Company also granted 1,445,400 Restricted Stock Units, of which 16,000 vested and resulted in the issuance of shares, as a result, the Company recognized expense of $674,265 in stock-based compensation (See Note 7) The Company issued 4,802,497 shares of common stock for the conversion of a convertible note. (See Note 9) The Company issued 4,583,334 shares of common stock as part of the August 2021 Offering. The stock-based compensation for shares issued or RSU's granted during the period, were valued based on the fair market value on the date of grant.

During the nine months ended September 30, 2020, the Company issued 330,916 shares of common stock and recognized expense of $1,312,930 in stock compensation for consulting services. The Company also issued 3,740,753 shares of commons stock for the exercise of warrants and received $210,546 for the exercise of the warrants. The Company issued 1,250,000 shares of common stock for the exercise of 1,250,000 shares of Series A Preferred Stock. The Company issued 146,818 shares of common stock for the settlement of accounts payable and issued 62,500 shares of common stock for the settlement of debt. The Company issued 1,226,668 shares of common stock related to the IPO and issued 1,150,000 shares of common stock related to the September 2020 Offering. The stock compensation for the period was valued based on prior private placements or based on management's estimates of value immediately prior to the IPO and the value of the shares based on public information post IPO.

Preferred Stock

The Company is authorized to issue 3,000,000 shares of preferred stock, par value $0.001 per share. There were no shares of preferred stock outstanding as of September 30, 2021 and December 31, 2020, respectively.

Stock-Based Compensation

In October 2017, our Board of Directors adopted the Aditx Therapeutics, Inc. 2017 Equity Incentive Plan (the "2017 Plan"). The 2017 Plan provides for the grant of equity awards to directors, employees, and consultants. The Company is authorized to issue up to 2,500,000 shares of our common stock pursuant to awards granted under the 2017 Plan. The 2017 Plan is administered by our Board of Directors, and expires ten years after adoption, unless terminated earlier by the Board of Directors.

On February 24, 2021, our Board of Directors adopted the Aditx Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (the "2021 Plan"). The 2021 Plan provides for grants of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock and restricted stock units, and other stock-based awards (collectively, the "Awards"). Eligible recipients of Awards include employees, directors or independent contractors of the Company or any affiliate of the Company. The Compensation Committee of the Board of Directors (the "Committee") will administer the 2021 Plan. A total of 3,000,000 shares of common stock, par value $0.001 per share, of the Company may be issued pursuant to Awards granted under the 2021 Plan. The exercise price per share for the shares to be issued pursuant to an exercise of a stock option will be no less than one hundred percent (100%) of the Fair Market Value (as defined in the 2021 Plan) of a share of Common Stock on the date of grant. The 2021 Plan was submitted and approved by the Company's stockholders at the 2021 annual meeting of stockholders, held on May 19, 2021.

During the nine months ended September 30, 2021, the Company granted no new stock options.

During the nine months ended September 30, 2020, the Company granted 7,500 stock options with an exercise price of $11.00 per share vesting on issuance. The total grant date fair value was determined to be $27,799.

The following is an analysis of the stock option grant activity under the Plan:

Vested and Nonvested Stock Options	**Number**	**Weighted Average Exercise Price**	**Weighted Average Remaining Life**
Outstanding December 31, 2020	2,143,000	$ 3.18	7.81
Granted	-	-	-
Exercised	-	-	-
Expired or forfeited	-	-	-
Outstanding September 30, 2021	2,143,000	$ 3.18	7.06

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Nonvested Stock Options	Number	Weighted-Average Exercise Price
Nonvested on December 31, 2020	973,000	$ 2.28
Granted	-	-
Vested	(129,250)	3.49
Expired or forfeited	-	-
Nonvested on September 30, 2021	843,750	$ 2.09

The Company recognized stock-based compensation expense related to options issued and vesting of $616,781 during the nine months ended September 30, 2021, of which $556,817 is included in general and administrative expenses and $59,964 is included in research and development expenses in the accompanying statements of operations. The remaining value to be expensed is $1,164,704 with a weighted average vesting term of 1.12 years as of September 30, 2021. The Company recognized stock-based compensation expense related to options issued and vesting of $27,799 during the nine months ended September 30, 2020, which is included in general and administrative expenses in the accompanying statements of operations.

Warrants

For the nine months ended September 30, 2021, the fair value of each warrant granted was estimated using the assumption ranges and/or factors in the Black-Scholes Model as follows:

Exercise price	$ 4.00
Expected dividend yield	0%
Risk free interest rate	0.17%-0.42%
Expected life in years	3.00-5.00
Expected volatility	154%-159%

The risk-free interest rate assumption for warrants granted is based upon observed interest rates on the United States Government Bond Equivalent Yield appropriate for the expected term of warrants.

The Company determined the expected volatility assumption for warrants granted using the historical volatility of comparable public companies' common stock. The Company will continue to monitor peer companies and other relevant factors used to measure expected volatility for future warrant grants, until such time that the Company's common stock has enough market history to use historical volatility.

The dividend yield assumption for warrants granted is based on the Company's history and expectation of dividend payouts. The Company has never declared nor paid any cash dividends on its common stock, and the Company does not anticipate paying any cash dividends in the foreseeable future.

The Company recognizes warrant forfeitures as they occur as there is insufficient historical data to accurately determine future forfeitures rates.

A summary of warrant issuances are as follows:

Vested and Nonvested Warrants	Number	Weighted Average Exercise Price	Weighted Average Remaining Life
Outstanding December 31, 2020	5,799,146	$ 5.05	4.00
Granted	5,687,500	2.57	-
Exercised	(1,163,556)	3.21	-
Expired or forfeited	(59,126)	5.56	-
Outstanding September 30, 2021	10,263,964	$ 3.17	4.54

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Nonvested Warrants	Number	Weighted-Average Exercise Price
Nonvested on December 31, 2020	320,000	$ 3.69
Granted	5,687,500	2.57
Vested	(1,304,166)	3.18
Expired or forfeited	-	-
Nonvested on September 30, 2021	4,703,334	$ 2.51

The Company recognized stock-based compensation expense related to warrants issued and vesting of $163,637 and $223,398 during the nine months ended September 30, 2021 and September 30, 2020, respectively, which is included in general and administrative in the accompanying Statements of Operations. The remaining value to be expensed is $131,311 with a weighted average vesting term of 1.25 years as of September 30, 2021.

During the nine months ended September 30, 2021, 1,163,556 warrants were exercised for 1,163,556 shares of common stock. The Company recognized proceeds of $3,718,956 related to the exercises.

On January 25, 2021, pursuant to the January 2021 Securities Purchase Agreement the Company issued the January 2021 Warrant to the Investor to purchase up to 800,000 shares of the Company's common stock. The January 2021 Warrant is immediately exercisable for a period of three years at an exercise price of $4.00 per share. The warrant was subsequently adjusted to $2.53 as disclosed in Note 9. In addition, the Company issued 75,000 warrants to the placement agent related to the January 2021 Securities Purchase Agreement. These warrants have an exercise price of $4.00 and a term of five years. All the 75,000 warrants are exercisable on issuance. (See Note 8)

In connection with the August 2021 Offering, the Company issued warrants to purchase up to 4,583,334 shares. In addition, the Company issued a warrant to the placement agent to purchase up to 229,166 shares of common stock at an exercise price of $3.00 per share. (See Note 1)

Restricted Stock Units

A summary of Restricted Stock Units ("RSUs") issuances are as follows:

Nonvested RSUs	Number	Weighted Average Price
Outstanding December 31, 2020	-	$ -
Granted	1,445,400	2.11
Vested	(16,000)	2.12
Expired or forfeited	(600)	2.12
Outstanding September 30, 2021	1,428,800	$ 2.10

The Company recognized stock-based compensation expense related to RSUs issued and straight-line vesting expense of $674,265 and zero during the nine months ended September 30, 2021 and September 30, 2020, respectively, of which, $485,240 is included in general and administrative and $189,025 is included in research and development in the accompanying Statements of Operations. The remaining value to be expensed is $2,367,211 as of September 30, 2021.

During the nine months ended September 30, 2021, the Company issued a total of 1,445,400 RSUs. As of September 30, 2021, 16,000 of these RSUs have vested and 600 were forfeited. The Company issued 16,000 shares of common stock for the 16,000 vested RSUs.

NOTE 12 – INCOME TAXES

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The Company has incurred losses since inception. During the nine months ended September 30, 2021, the Company did not provide any provision for income taxes as the Company incurred losses during such period. The Company accounts for income taxes using the asset and liability method in accordance with ASC 740, "Accounting for Income Taxes". The asset and liability method provides that deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates and laws that will be in effect when the differences are expected to reverse. In assessing the need for a valuation allowance, the Company has considered both positive and negative evidence related to the likelihood of realization of deferred tax assets using a "more likely than not" standard. In making such assessment, more weight was given to evidence that could be objectively verified, including recent cumulative losses. Based on the Company's review of this evidence, the Company has recorded a full valuation allowance for its net deferred tax assets as of September 30, 2021.

As of September 30, 2021, the Company did not have any amounts recorded pertaining to uncertain tax positions.

NOTE 13 – SUBSEQUENT EVENTS

Transaction agreement:

On October 4, 2021 the Company entered into a transaction agreement (the "Transaction Agreement") with AiPharma Global Holdings LLC ("AiPharma Global"), pursuant to which the Company agreed to reach a definitive agreement (the "Definitive Agreement") no later than November 30, 2021 to acquire a subsidiary ("AiPharma Subsidiary" or Holdco") of AiPharma Global which is to own all of the assets of AiPharma Global, following a restructuring of AiPharma Global. AiPharma Global is a biopharmaceutical company focused on discovering, developing and commercializing antiviral therapies across a broad spectrum of infectious diseases.

Pursuant to the Transaction Agreement, the Company also agreed to permit AiPharma Global to borrow an additional principal amount of $8.5 million under the Credit Agreement resulting in total availability of $15 million, as well as the Company issuing such number of shares of common stock that yields 65% of the number of the Company's outstanding shares as of September 30, 2021 upon satisfaction of all closing conditions at the closing of the transaction.

The Transaction Agreement contemplates two events. First, upon the execution of the Definitive Agreement (the "Initial Closing"), AiPharma Global would acquire 19.99% of the Company's common stock as of September 30, 2021, subject to the filing of the Company's Quarterly Report on Form 10-Q (the "Initial Shares"), in exchange for 10% of the issued and outstanding equity interests of AiPharma Subsidiary. In addition, the Company would forgive all amounts then outstanding under the Credit Agreement, as amended. Following the execution of the Definitive Agreement, the Company has also agreed to take all necessary actions to cause two individuals designated by AiPharma Global to be appointed to the board of directors of the Company.

The Transaction Agreement may be terminated: (i) by mutual agreement of the parties, (ii) by either party if the Definitive Agreement has not be executed by November 30, 2021, (iii) by either party if there has been material breach or any material failure to perform any covenant or agreement and such breach or failure has not been cured or is incapable of being cured, (iv) by the Company if the Company is not satisfied with the currant due diligence conditions, (v) by the board of directors of the Company if it received a proposal that it deems to be superior to the AiPharma Global proposal described in the Transaction Agreement, (vi) by AiPharma Global if the Company breaches certain convents under the Transaction Agreement restricting issuance of securities during the period from execution of the Transaction Agreement through the Initial Closing, or termination of the Transaction Agreement, or (vii) if at any time period to the Initial Closing or earlier termination of the Transaction Agreement, the Initial Shares and Secondary Shares (defined below) represent less than 50.1% of the issued and outstanding shares of the Company. In the event that the Transaction Agreement is terminated pursuant to (i) or (ii), AiPharma Global is required to pay the Termination Fee to the Company by November 30, 2021. The Credit Agreement provided for a termination fee of $4 million (the "Termination Fee") in the event that the Definitive agreement is not entered into by November 30, 2021. In the event that the Transaction Agreement is terminated by the Company pursuant to (iii) or (iv), AiPharma Global is required to pay the Termination Fee to the Company of $4 million and AiPharma Global is not required to pay the Termination Fee. In the event that the Transaction Agreement is terminated by AiPharma Global pursuant to (vii) the Company is not required to pay a termination fee and AiPharma Global is not required to pay the Termination Fee.

The Secondary Closing (as defined below) is conditioned upon certain closing conditions, including but not limited to: (i) the approvals of the stockholders of the Company of all matters required for the Secondary Closing, and (ii) Nasdaq approval of the issuance of shares to

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AiPharma Global at the Secondary Closing and the continued listing of the Company's common stock following the Secondary Closing (collectively, the Closing Conditions").

The second event under the Transaction agreement occurs upon the satisfaction of all Closing Conditions (the "Secondary Closing") the Company shall issue an additional number of shares of the Company's common stock that yields 65.00% of the Company's outstanding shares of common stock as of September 30, 2021 (the "Secondary Shares") to AiPharma Global in exchange for all remaining equity interest of AiPharma Subsidiary.

Common stock offering:

On October 18, 2021, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Revere Securities LLC, relating to the public offering (the "October Offering") of 2,833,333 shares of the Company's common stock (the "Shares") by the Company.

The Shares were offered, issued, and sold at a price to the public of $1.50 per share under a prospectus supplement and accompanying prospectus filed with the SEC pursuant to an effective shelf registration statement filed with the SEC on Form S-3 (File No. 333-257645), which was declared effective by the SEC on July 13, 2021.

The October Offering closed on October 20, 2021 for gross proceeds of $4.25 million. The Company utilized a portion of the proceeds, net of underwriting discounts of approximately $3.91 million from the October Offering to fund certain obligations under the Credit Agreement.

Amendment to Credit Agreement:

On October 18, 2021, the Company entered into the first amendment to the Credit Agreement with AiPharma Global and certain affiliated entities (the "Credit Agreement Amendment"), pursuant to which the Company agreed to increase the amount which AiPharma is permitted to borrow under the Credit Agreement by $8.5 million to an aggregate of $15.0 million, of which $6.5 million was outstanding prior to entering the Credit Agreement Amendment. The Company agreed to fund such additional borrowings, as requested by AiPharma, by advancing 70% of any amounts received by the Company from the exercise of existing warrants or any other capital raises, including the October Offering.

Lease:

On November 3, 2021, the Company entered a modified gross lease (the "Melville Lease") for approximately 3,150 square feet of office space in Melville, New York. The Melville Lease has a term of thirty-six months. The monthly base rent is approximately $7,240, plus applicable pro-rata common area charges. The Melville Lease contains a base rent escalation clause of 3.00% per lease calendar year. The Company anticipates moving into the space before the end of 2021.

RSU grant:

On November 10, 2021, the Compensation Committee approved the grant of 335,400 RSUs to employees pursuant to the Company's 2021 Equity Incentive Plan. Included in this grant were 195,000 RSUs granted to officers of the Company.

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

The following discussion and analysis of our financial condition and results of operations should be read together with the unaudited financial statements and related notes appearing elsewhere in this Quarterly Report on Form 10-Q and the audited financial

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statements and related notes for the year ended December 31, 2020 included in our Annual Report on Form 10-K filed with the Securities and Exchange Commission, or SEC. In addition to historical information, this discussion and analysis contains forward-looking statements that involve risks, uncertainties, and assumptions. Our actual results may differ materially from those anticipated in these forward-looking statements as a result of certain factors. We discuss factors that we believe could cause or contribute to these differences below and elsewhere in this Quarterly Report on Form 10-Q, including those factors set forth in the section entitled "Cautionary Note Regarding Forward-Looking Statements and Industry Data" and in the section entitled "Risk Factors" in Part II, Item 1A.

Overview

We are a biotech innovation company with a mission of prolonging life and enhancing its quality by improving the health of the immune system. We are developing biotechnologies specifically focused on improving the health of the immune system through immune reprogramming and monitoring. Our immune reprogramming technologies are currently at the pre-clinical stage and are designed to retrain the immune system to induce tolerance with an objective of addressing rejection of transplanted organs, autoimmune diseases, and allergies. Our immune monitoring technologies are designed to provide a personalized comprehensive profile of the immune system and we plan to utilize them in our upcoming reprogramming clinical trials to monitor subjects' immune response before, during and after drug administration.

Immune Reprogramming

The discovery of immunosuppressive (anti-rejection and monoclonal) drugs over 40 years ago has made possible life-saving organ transplantation procedures and blocking of unwanted immune responses in autoimmune diseases. However, immune suppression leads to significant undesirable side effects, such as increased susceptibility to life-threatening infections and cancers, because it indiscriminately and broadly suppresses immune function throughout the body. While the use of these drugs has been justifiable because they prevent or delay organ rejection, their use for treatment of autoimmune diseases and allergies may not be acceptable because of the aforementioned side effects. Furthermore, transplanted organs often ultimately fail despite the use of immune suppression, and about 40% of transplanted organs survive no more than 5 years.

New, focused therapeutic approaches are needed that modulate only the small portion of immune cells that are involved in rejection of the transplanted organ, as this approach can be safer for patients than indiscriminate immune suppression. Such approaches are referred to as immune tolerance, and when therapeutically induced, may be safer for patients and potentially allow long-term survival of transplanted tissues and organs.

In the late 1990s, academic research on these approaches was conducted at the Transplant Center in Loma Linda University ("LLU") in connection with a project that secured initial grant funding from the U.S. Department of Defense. The focus of that project was for skin grafting for burn victims. Twenty years of research at LLU and an affiliated incubator led to a series of discoveries that have been translated into a large patent portfolio of therapeutic approaches that may be applied to the modulation of the immune system to induce tolerance to self and transplanted organs.

We have an exclusive worldwide license for commercializing this nucleic acid-based technology (which is currently at the pre-clinical stage), named Apoptotic DNA Immunotherapy™ (ADi™) from LLU, which utilizes a novel approach that mimics the way the body naturally induces tolerance to our own tissues ("therapeutically induced immune tolerance"). While immune suppression requires continuous administration to prevent rejection of a transplanted organ, induction of tolerance has the potential to retrain the immune system to accept the organ for longer periods of time. Thus, ADi™ may allow patients to live with transplanted organs with significantly reduced immune suppression. ADi™ is a technology platform which we believe can be engineered to address a wide variety of indications.

We are developing ADi™ products for organ transplantation including skin grafting, autoimmune diseases, and allergies, with the initial focus on skin allografts and psoriasis, as we believe these indications will be most efficient in providing safety and efficacy data in clinical trials. To submit a Biologics License Application ("BLA") for a biopharmaceutical product, clinical safety and efficacy must be demonstrated in a series of clinical studies conducted with human subjects. For products in our class of drugs, the first-in-human trials will be a combination of Phase I (safety/tolerability) and Phase II (efficacy) in affected subjects. To obtain approval to initiate the Phase I/IIa studies, an Investigational New Drug Application will be submitted to compile non-clinical efficacy data as well

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as manufacturing and pre-clinical safety/toxicology data. To date, we have conducted non-clinical studies in a stringent model of skin transplantation using genetically mismatched donor and recipient animals demonstrating a 3-fold increase in the survival of the skin graft in animals that were tolerized with ADi™ compared to animals that receive immune suppression alone. Prolongation of graft life was observed despite discontinuation of immune suppression after the first 5 weeks. Additionally, in an induced non-clinical model for psoriasis, ADi™ treatment resulted in a 69% reduction in skin thickness and a 38% decrease in skin flaking (two clinical parameters for assessment of psoriasis skin lesions). The Phase I/IIa studies in psoriasis will evaluate the safety/tolerability of ADi™ in patients diagnosed with psoriasis. Since the drug will be administered in subjects diagnosed with psoriasis, effectiveness of the drug to improve psoriatic lesions will also be evaluated. In another Phase I/IIa study, patients requiring skin allografts will receive weekly intra-dermal injections of ADi™ in combination with standard immune suppression to assess safety/tolerability and possibility of reducing levels of immunosuppressive drugs as well as prolongation of graft life. Later phase trials are planned after successful completion of these studies in preparation for submission for a BLA to regulatory agencies.

Immune Monitoring

We believe that understanding the status of an individual's immune system is key to developing and administering immunotherapies such as ADi™. We have secured an exclusive worldwide license for commercializing a technology platform which provides a personalized comprehensive profile of the immune system. It is intended to be informative for individual immune responses to viruses, bacterial antigens, peptides, drugs, bone marrow and solid organ transplants, and cancer. It has broad applicability to many other agents of clinical interest impacting the immune system, including those not yet identified such as future infectious agents. We plan to brand this technology, and other future licensed and/or in-house developed monitoring technologies collectively as AditxtScore™.

AditxtScore™ is being designed to allow individuals to understand, manage and monitor their immune profiles in order to be informed about attacks on or by their immune system. We believe AditxtScore™ can also assist the medical community in anticipating possible immune responses and reactions to viruses, bacteria, allergens, and transplanted organs. It can be useful in anticipating attacks on the body by having the ability to determine its potential response and for developing a plan to deal with an undesirable reaction by the immune system. Its advantages include the ability to provide a simple, rapid, accurate, high throughput, single platform assay that can be multiplexed to determine the immune status with respect to several factors simultaneously, in 3-16 hours, as well as detect antigen and antibody in a single test (i.e., infectious, recovered, immune). In addition, it can determine and differentiate between various types of cellular and humoral immune responses (T and B cells). It also provides for simultaneous monitoring of cell activation and levels of cytokine release (i.e., cytokine storms).

We plan to utilize AditxtScore™ in our upcoming clinical trials to monitor subjects' immune response before, during, and after ADi™ drug administration. We are working with regulatory consultants with the objective to obtain FDA approval for AditxtScore™ as a clinical assay. We are currently securing marketing and distribution partnerships for application of AditxtScore™ in the infectious diseases market. To obtain FDA approval to use AditxtScore™ as a clinical assay, we are performing validation studies to demonstrate AditxtScore™'s utility to evaluate various components of the immune system reproducibly. We believe that this data will show AditxtScore™'s ability to measure various components of the immune system (e.g., humoral and cell-mediated immune responses) to provide a broader view of the immune system and its status in health and disease. Our plan is to submit a 510(K) application to the FDA after compilation of these data. Beyond infectious diseases, we plan to develop AditxtScore™ for applications in additional markets such as organ rejection, allergies, drug/vaccine response, and disease susceptibility.

License Agreement with Loma Linda University

On March 8, 2018, we entered into an Assignment Agreement (the "Assignment Agreement") with Sekris Biomedical, Inc. ("Sekris"). Sekris was a party to a license agreement with LLU, entered and made effective on May 25, 2011, and amended on June 24, 2011, July 16, 2012 and December 27, 2012 (the "Original Agreement," and together with the Assignment Agreement, the "Sekris Agreements"). Pursuant to the Assignment Agreement, Sekris transferred and assigned all of its rights, obligations and liabilities under the Original Agreement, of whatever kind or nature, to us. In exchange, on March 8, 2018, we issued a warrant to Sekris to purchase up to 500,000 shares of our common stock (the "Sekris Warrant"). The warrant was immediately exercisable and has an exercise price of $4.00 per share. The expiration date of the warrant is March 8, 2023. On March 15, 2018, as amended on July 1, 2020, we entered into a LLU License Agreement directly with Loma Linda University, which amends and restates the Sekris Agreements.

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Pursuant to the LLU License Agreement, we obtained the exclusive royalty-bearing worldwide license in and to all intellectual property, including patents, technical information, trade secrets, proprietary rights, technology, know-how, data, formulas, drawings, and specifications, owned or controlled by LLU and/or any of its affiliates (the "LLU Patent and Technology Rights") and related to therapy for immune-mediated inflammatory diseases (the ADi™ technology). In consideration for the LLU License Agreement, we issued 25,000 shares of common stock to LLU.

Pursuant to the LLU License Agreement, we are required to pay an annual license fee to LLU. Also, we paid LLU $455,000 in July 2020 for outstanding milestone payments and license fees. We are also required to pay to LLU milestone payments in connection with certain development milestones. Specifically, we are required to make the following milestone payments to LLU: $175,000 on March 31, 2022; $100,000 on March 31, 2024; $500,000 on March 31, 2026; and $500,000 on March 31, 2027. Additionally, as consideration for prior expenses incurred by LLU to prosecute, maintain and defend the LLU Patent and Technology Rights, we made the following payments to LLU: $70,000 at the end of December 2018, and a final payment of $60,000 at the end of March 2019. We are required to defend the LLU Patent and Technology Rights during the term of the LLU License Agreement. Additionally, we will owe royalty payments of (i) 1.5% of Net Product Sales (as such terms are defined under the LLU License Agreement) and Net Service Sales on any Licensed Products (defined as any finished pharmaceutical products which utilizes the LLU Patent and Technology Rights in its development, manufacture or supply), and (ii) 0.75% of Net Product Sales and Net Service Sales for Licensed Products and Licensed Services (as such terms are defined under the LLU License Agreement) not covered by a valid patent claim for technology rights and know-how for a three (3) year period beyond the expiration of all valid patent claims. We also are required to produce a written progress report to LLU, discussing our development and commercialization efforts, within 45 days following the end of each year. All intellectual property rights in and to LLU Patent and Technology Rights shall remain with LLU (other than improvements developed by or on our behalf).

The LLU License Agreement shall terminate on the last day that a patent granted to us by LLU is valid and enforceable or the day that the last patent application licensed to us is abandoned. The LLU License Agreement may be terminated by mutual agreement or by us upon 90 days written notice to LLU. LLU may terminate the LLU License Agreement in the event of (i) non-payments or late payments of royalty, milestone and license maintenance fees not cured within 90 days after delivery of written notice by LLU, (ii) a breach of any non-payment provision (including the provision that requires us to meet certain deadlines for milestone events (each, a "Milestone Deadline")) not cured within 90 days after delivery of written notice by LLU and (iii) LLU delivers notice to us of three or more actual breaches of the LLU License Agreement by us in any 12-month period. Additional Milestone Deadlines include: (i) the requirement to have regulatory approval of an IND application to initiate first-in-human clinical trials on or before March 31, 2022, (ii) the completion of first-in-human (phase I/II) clinical trials by March 31, 2024, (iii) the completion of Phase III clinical trials by March 31, 2026 and (iv) biologic licensing approval by the FDA by March 31, 2027.

License Agreement with Leland Stanford Junior University ("Stanford")

On February 3, 2020, we entered into an exclusive license agreement (the "February 2020 License Agreement") with Stanford regarding a patent concerning a method for detection and measurement of specific cellular responses. Pursuant to the February 2020 License Agreement, we received an exclusive worldwide license to Stanford's patent regarding use, import, offer, and sale of Licensed Products (as defined in the agreement). The license to the patented technology is exclusive, including the right to sublicense, beginning on the effective date of the agreement, and ending when the patent expires. Under the exclusivity agreement, we acknowledged that Stanford had already granted a non-exclusive license in the Nonexclusive Field of Use, under the Licensed Patents in the Licensed Field of Use in the Licensed Territory (as those terms are defined in the February 2020 License Agreement"). However, Stanford agreed to not grant further licenses under the Licensed Patents in the Licensed Field of Use in the Licensed Territory.

We were obligated to pay and paid a fee of $25,000 to Stanford within 60 days of February 3, 2020. We also issued 18,750 shares of the Company's common stock to Stanford. An annual licensing maintenance fee is payable by us on the first anniversary of the February 2020 License Agreement in the amount of $40,000 for 2021 through 2024 and $60,000 starting in 2025 until the license expires upon the expiration of the patent. The Company is required to pay and has paid $25,000 for the issuances of certain patents. The Company will pay milestone fees of $50,000 on the first commercial sales of a licensed product and $25,000 at the beginning of any clinical study for regulatory clearance of an in vitro diagnostic product developed and a potential licensed product. We are also required to: (i) provide a listing of the management team or a schedule for the recruitment of key management positions by March 31, 2020 (which has been completed), (ii) provide a business plan covering projected product development, markets and sales forecasts, manufacturing and operations, and financial forecasts until at least $10,000,000 in revenue by June 30, 2020 (which has been completed), conduct validation

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studies by September 30, 2020 (which has been completed), (iii) hold a pre-submission meeting with the FDA by September 30, 2020 (which has been completed), (iv) submit a 510(k) application to the FDA, Emergency Use Authorization ("EUA"), or a Laboratory Developed Test ("LDT") by March 31, 2021 (LDT has been developed and being validated; also, working with a FDA consultant to submit an application for regulatory clearance), (v) obtain FDA approval by December 31, 2021, (vi) complete a prototype assay kit by December 31, 2021, and (vii) have a written agreement with Stanford on further development and commercialization milestones for specific fields of use by December 31, 2021.

In addition to the annual license maintenance fees outlined above, we will pay Stanford royalties on Net Sales (as such term is defined in the February 2020 License Agreement) during the of the term of the agreement as follows: 4% when Net Sales are below or equal to $5 million annually or 6% when Net Sales are above $5 million annually. The February 2020 License Agreement may be terminated upon our election on at least 30 days advance notice to Stanford, or by Stanford if we: (i) are delinquent on any report or payment; (ii) are not diligently developing and commercializing Licensed Product; (iii) miss certain performance milestones; (iv) are in breach of any provision of the February 2020 License Agreement; or (v) provide any false report to Stanford. Should any events in the preceding sentence occur, we have a thirty (30) day cure period to remedy such violation.

Our Team

We have assembled a team of experts from a variety of scientific fields and commercial backgrounds, with many years of collective experience that ranges from founding startup biotech companies, to developing and marketing biopharmaceutical products, to designing clinical trials, and to management of private and public companies.

Going Concern

We were incorporated on September 28, 2017 and have not generated revenues to date. During the nine months ended September 30, 2021 we had a net loss of $22,318,832 and cash of $5,469,435. The Company will require significant additional capital to operate in the normal course of business and fund clinical studies in the long-term. As a result of the September 2020 Offering, the January 2021 Securities Purchase Agreement, and the August 2021 Offering, we received net proceeds of approximately $23,000,000 during the last twelve months. We believe that the funds raised as well as the remaining availability of approximately $89.0 million to raise future funds pursuant to an effective shelf registration statement filed with the SEC on Form S-3 declared effective on July 13, 2021 will be sufficient to fund our operations for at least the next 12 months. As a result, these conditions have alleviated the doubt regarding our ability to continue as a going concern beyond one year.

Financial Results

We have a limited operating history. Therefore, there is limited historical financial information upon which to base an evaluation of our performance. Our prospects must be considered in light of the uncertainties, risks, expenses, and difficulties frequently encountered by companies in their early stages of operations. Our financial statements as of September 30, 2021, show a net loss of $22,318,832. We expect to incur additional net expenses over the next several years as we continue to maintain and expand our existing operations. The amount of future losses and when, if ever, we will achieve profitability are uncertain.

Results of Operations

Results of operations for the three months ended September 30, 2021 and 2020

During the three months ended September 30, 2021, we incurred a loss from operations of $6,073,145. This is due to general and administrative expenses of $4,451,545, which includes $650,325 in stock-based compensation, research and development of $1,471,544, which includes $248,989 in stock-based compensation, and sales and marketing expenses of $150,056. The $1,471,544 in research and development is comprised of $3,700 in licensing fees, $484,197 in product development, $736,997 in compensation, and $246,650 in other research and development expense.

During the three months ended September 30, 2020, we incurred a loss from operations of $2,744,538. This is due to general and administrative expenses of $2,453,725, which includes $874,363 in stock-based compensation, research and development of $285,813,

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and sales and marketing expenses of $5,000. The $285,813 in research and development is comprised of $131,965 in licensing fees, $126,987 in product development, and $26,861 in other research and development expense.

The increase in expenses during the three months ended September 30, 2021 compared to the three months ended September 30, 2020 was due to the Company continuing to execute its business plan and incur costs of being a public company.

Results of operations for the nine months ended September 30, 2021 and 2020

During the nine months ended September 30, 2021, we incurred a loss from operations of $17,941,184. This is due to general and administrative expenses of $14,348,375, which includes $2,887,657 in stock-based compensation, research and development of $3,340,247, which includes $248,989 in stock-based compensation, and sales and marketing expenses of $252,562. The $3,340,247 in research and development is comprised of $76,245 in licensing fees, $1,460,086 in product development, $736,997 in compensation, and $1,066,919 in other research and development expense.

During the nine months ended September 30, 2020, we incurred a loss from operations of $4,199,816. This is due to general and administrative expenses of $3,677,490, which includes $1,564,129 in stock-based compensation, research and development of $514,478, and sales and marketing expenses of $7,848. The $514,478 in research and development is comprised of $258,635 in licensing fees, $57,000 in product development, and $198,843 in other research and development expense.

The increase in expenses during the nine months ended September 30, 2021 compared to the nine months ended September 30, 2020 was due to the Company continuing to execute its business plan and incurring costs of being a public company.

Liquidity and Capital Resources

We have incurred substantial operating losses since inception and expect to continue to incur significant operating losses for the foreseeable future and may never become profitable. Although the Company has signed agreements with channel partners throughout the period, no receivables have been recorded as there has been no history of collectability. As of September 30, 2021, we had an accumulated deficit of $43,300,277. We had working capital of $8,784,679 as of September 30, 2021. During the nine months ended September 30, 2021, we purchased $1,722,555 in fixed assets, for which we made cash payments of $900,693 and financed $821,862. These fixed assets were purchased to continue the buildout of our operations. Approximately $1,384,000 of these purchased fixed assets were lab equipment, $258,000 was for computers, $73,000 was for office furniture, and $8,000 was for other fixed assets.

Our financial statements have been prepared assuming that we will continue as a going concern.

We have funded our operations from proceeds from the sale of equity and debt securities. On July 2, 2020, we completed our IPO and raised approximately $9.5 million in net proceeds. At the time of the IPO, we believed that these funds would be sufficient to fund our operations for the foreseeable future.

On September 10, 2020, we completed a follow-on public offering. In connection therewith, we issued 2,400,000 units, or Follow-On Units, excluding the underwriters' option to cover overallotments, at an offering price of $4.00 per Follow-On Unit, resulting in gross proceeds of approximately $9.6 million.

On January 25, 2021, the Company entered into a securities purchase agreement with an institutional accredited investor (the "Investor") for the sale of a $6,000,000 senior secured convertible note (the "Convertible Note"). The Convertible Note had a term of 24 months, was originally convertible at a price of $4.00 per share and was issued at an original issuance discount of $1,000,000. On August 30, 2021, the Company entered into a defeasance and waiver agreement with the Investor, pursuant to which the Noteholder has agreed in exchange for (a) a cash payment by the Company to the Investor of $1.2 million (the Cash Payment"), (b) a waiver, in part of the conversion price adjustment provision such that the January 2021 Note shall be convertible into 4,802,497 shares of common stock (without giving effect to the conversion notice received by the company form the Noteholder prior to the date hereof totaling (1,005,748 shares) (the "Shares"), and (c) a voluntary and permanent reduction by the Company of the exercise price of the warrant to purchase 800,000 shares of the common stock of the Company (the "January 2021 Warrant") to $2.53 per share. As of September 30, 2021, the outstanding principle of the convertible note had been converted to 4,802,497 shares of common stock.

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On August 30, 2021, we completed a registered direct; offering and raised approximately $10.1 million in net proceeds.

We may need to raise significant additional capital to continue to fund our operations and the clinical trials for our product candidates. We may seek to sell common stock, preferred stock or convertible debt securities, enter into a credit facility or another form of third-party funding or seek other debt financing. In addition, we may seek to raise cash through collaborative agreements or from government grants. The sale of equity and convertible debt securities may result in dilution to our stockholders and certain of those securities may have rights senior to those of our common shares. If we raise additional funds through the issuance of preferred stock, convertible debt securities, or other debt financing, these securities or other debt could contain covenants that would restrict our operations. Any other third-party funding arrangement could require us to relinquish valuable rights.

The source, timing, and availability of any future financing will depend principally upon market conditions, and, more specifically, on the progress of our clinical development program. Funding may not be available when needed, at all, or on terms acceptable to us. Lack of necessary funds may require us to, among other things, delay, scale back or eliminate expenses including some or all our planned development, including our clinical trials. While we may need to raise funds in the future, we believe the current cash reserves should be sufficient to fund our operation for the foreseeable future. Because of these factors, we believe that this alleviates the issues about our ability to continue as a going concern.

Contractual Obligations

The following table shows our contractual obligations as of September 30, 2021:

	Payment Due by Year						
	Total	**2021**	**2022**	**2023**	**2024**	**2025**	**2026**
Lease	$4,485,132	$ 262,560	$1,064,882	$1,030,660	$ 934,503	$ 708,804	$ 483,723
Financed asset	1,048,904	199,171	738,221	111,512	-	-	-
Total contractual obligations	$5,534,036	$ 461,731	$1,803,103	$1,142,172	$ 934,503	$ 708,804	$ 483,723

Critical Accounting Polices and Estimates

Our financial statements are prepared in accordance with generally accepted accounting principles in the United States. The preparation of our financial statements and related disclosures requires us to make estimates, assumptions and judgments that affect the reported amount of assets, liabilities, revenue, costs and expenses, and related disclosures. We believe that our critical accounting policies described under the heading “Management’s Discussion and Analysis of Financial Condition and Plan of Operations—Critical Accounting Policies” in our Prospectus, dated September 1, 2020, filed with the SEC pursuant to Rule 424(b), are critical to fully understanding and evaluating our financial condition and results of operations. The following involve the most judgment and complexity:

- Research and development
- Stock-based compensation expense
- Fair value of common stock

Accordingly, we believe the policies set forth above are critical to fully understanding and evaluating our financial condition and results of operations. If actual results or events differ materially from the estimates, judgments and assumptions used by us in applying these policies, our reported financial condition and results of operations could be materially affected.

Off-Balance Sheet Arrangements

We did not have during the periods presented, and we do not currently have, any off-balance sheet arrangements, as defined in the rules and regulations of the SEC.

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JOBS Act

On April 5, 2012, the JOBS Act was enacted. Section 107 of the JOBS Act provides that an "emerging growth company" can take advantage of the extended transition period provided in Section 7(a)(2)(B) of the Securities Act, for complying with new or revised accounting standards. In other words, an "emerging growth company" can delay the adoption of certain accounting standards until those standards would otherwise apply to private companies.

When favorable, we have chosen to take advantage of the extended transition periods available to emerging growth companies under the JOBS Act for complying with new or revised accounting standards until those standards would otherwise apply to private companies provided under the JOBS Act.

We are in the process of evaluating the benefits of relying on other exemptions and reduced reporting requirements provided by the JOBS Act. Subject to certain conditions set forth in the JOBS Act, as an "emerging growth company," we intend to rely on certain of these exemptions, including without limitation, (i) providing an auditor's attestation report on our system of internal controls over financial reporting pursuant to Section 404(b) of the Sarbanes-Oxley Act and (ii) complying with any requirement that may be adopted by the Public Company Accounting Oversight Board ("PCAOB") regarding mandatory audit firm rotation or a supplement to the auditor's report providing additional information about the audit and the financial statements, known as the auditor discussion and analysis. We will remain an "emerging growth company" until the earliest of (i) the last day of the fiscal year in which we have total annual gross revenues of $1.07 billion or more; (ii) the last day of our fiscal year following the fifth anniversary of the date of the completion of our IPO (December 31, 2025); (iii) the date on which we have issued more than $1 billion in nonconvertible debt during the previous three years; or (iv) the date on which we are deemed to be a large accelerated filer under the rules of the SEC.

Recently Issued and Adopted Accounting Pronouncements

See Note 3 - Summary of Significant Accounting Policies to the accompanying financial statements for a description of other accounting policies and recently issued accounting pronouncements.

Recent Developments

See Note 12 – Subsequent Event to the accompanying financial statements for a description of material recent developments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

We are not required to provide the information required by this Item as we are a "smaller reporting company," as defined in Rule 229.10(f)(1).

Item 4. Controls and Procedures.

Disclosure Controls and Procedures

In accordance with Rules 13a-15(b) and 15d-15(b) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), we, under the supervision and with the participation of our Chief Executive Officer and Chief Financial Officer, carried out an evaluation of the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rule 13a-15(e) and Rule 15d-15(e) of the Exchange Act) as of the end of the period covered by this Quarterly Report on Form 10-Q. Based on the foregoing, our Chief Executive Officer and Chief Financial Officer concluded that our disclosure controls and procedures were (a) designed to ensure that the information we are required to disclose in our reports under the Exchange Act is recorded, processed, and reported in an accurate manner and on a timely basis and the information that we are required to disclose in our Exchange Act reports is accumulated and communicated to management to permit timely decisions with respect to required disclosure and (b) operating in an effective manner.

Change in Internal Control Over Financial Reporting

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No change occurred in our internal control over financial reporting (as defined in Rule 13a-15(f) and 15d-15(f) of the Exchange Act) during the quarter ended September 30, 2021 that has materially affected, or is reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. Legal Proceedings

From time to time, we may become involved in various lawsuits and legal proceedings which arise in the ordinary course of business. However, litigation is subject to inherent uncertainties, and an adverse result in these or other matters may arise from time to time that may harm our business.

Item 1A. Risk Factors

Our business, financial condition, results of operations, and cash flows may be impacted by a number of factors, many of which are beyond our control, including those set forth in our most recent Annual Report on Form 10-K and in our other filings with the SEC, the occurrence of any one of which could have a material adverse effect on our actual results. There have been no material changes to the Risk Factors previously disclosed in our Annual Report on Form 10-K and our other filings with the SEC.

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

(a) Sales of Unregistered Securities

On January 1, 2021, the Company issued a consultant 6,000 shares of common stock for services rendered.

On March 1, 2021, the Company issued a consultant 12,000 shares of common stock for services rendered.

On April 1, 2021, the Company issued a consultant 6,000 shares of common stock for services rendered.

On May 11, 2021, the Company issued a consultant 50,000 shares of common stock for services rendered.

On June 8, 2021, the Company issued a consultant 12,000 shares of common stock for services rendered.

On September 29, 2021, the Company issued a consultant 2,934 shares of common stock for services rendered.

On August 25, 2021, in connection with our registered direct offering, in a concurrent private placement, we issued warrants to purchase an aggregate of 4,583,334 shares of common stock. The warrants have an exercise price of $2.53 per share and are exercisable for a five-year period commencing six months from the date of issuance.

The issuances above were made pursuant to Section 4(a)(2) of the Securities Act.

(b) Use of Proceeds

On July 2, 2020, the Company completed its initial public offering ("IPO"). In connection therewith, the Company issued 1,226,668 Units (the "Units"), excluding the underwriters' option to cover overallotments (the underwriter did not exercise their overallotment), at an offering price of $9.00 per Unit, resulting in gross proceeds of approximately $11.0 million. The Units issued in the IPO consisted of one share of common stock, one Series A warrant, and one Series B warrant. The Series A warrants originally had an exercise price of $9.00 and a term of 5 years. In addition, the Company issued a Unit Purchase Option at an exercise price of $11.25 per

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unit to the underwriters to purchase up to 67,466 units, with each unit consisting of (i) one share of common stock and (ii) one Series A Warrant. On August 19, 2020, the Company modified the exercise price of the Series A Warrants from $9.00 per share to $4.50 per share. The term of the Series A Warrants was not modified. The Series B warrants have an exercise price of $11.25 per share, a term of 5 years and contain a cashless exercise option upon certain criteria being met. As of September 30, 2020, substantially all of the Series B warrants issued in the IPO have been exercised pursuant to a cashless provision therein.

We received net proceeds of $9.5 million in the IPO, after deducting underwriting discounts and commissions and issuance expenses borne by us. No payments were made by us to directors, officers or persons owning ten percent or more of our common stock or to their associates, or to our affiliates, other than payments in the ordinary course of business to officers for salaries and to non-employee directors pursuant to our director compensation policy. Dawson James Securities, Inc. acted as lead book-running manager of the offering and as representative of the underwriters for the offering.

There has been no material change in the planned use of proceeds from our IPO from that described in the final prospectus related to the offering, dated June 29, 2020 as filed with the SEC.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosures

Not applicable.

Item 5. Other Information

On August 12, 2021, the Board of Directors of the Company approved the Company's Second Amended and Restated Bylaws to reflect the change in the Company's corporate name from Aditx Therapeutics, Inc. to Aditxt, Inc. The Amended and Restated Bylaws contain no other changes other than the change in name.

Amended and Restated Employment Agreement

On November 14, 2021, the Company entered into an Amended and Restated Employment Agreement with Mr. Amro Albanna, the Chief Executive Officer of the Company (the "Amro Employment Agreement"). Pursuant to the Amro Employment Agreement, Mr. Albanna will receive (i) a base salary at the annual rate of $280,000 for the remainder of calendar year 2021, and effective January 1, 2022, $500,000 (prorated for any partial year) payable in bimonthly installments (ii) the opportunity to earn an annual bonus of 2% of the Company's earnings before interest, taxes, depreciation, and amortization (EBITDA) with respect to an applicable year for which the bonus is payable, provided that such bonus will not exceed two (2) times Mr. Albanna's base salary, and (iii) eligible to earn an annual discretionary bonus as determined by the Board or its Compensation Committee in their sole discretion. In addition, for calendar year 2021, Mr. Albanna will be eligible to earn an additional discretionary bonus as determined by the Company.

The term of Mr. Albanna's engagement under the Amro Employment Agreement commences as of the Effective Date (as defined in the Amro Employment Agreement) and continues until November 14,2023, unless earlier terminated in accordance with the terms of the Amro Employment Agreement. The term of Mr. Albanna's Employment Agreement is automatically renewed for successive one (1) year periods until terminated by Mr. Albanna or the Company.

Under the Amro Employment Agreement, termination of Mr. Albanna by the Company for "Cause," "Death," or "Disability," (as such terms are defined in the Amro Employment Agreement), or resignation by Mr. Albanna without "Good Reason" (as defined in the Amro Employment Agreement), will not require the Company to pay severance to Mr. Albanna. Upon any such termination, Mr. Albanna will be entitled to receive any Accrued Compensation (as defined in the Amro Employment Agreement), which in the case of termination by the Company for Cause or resignation by Mr. Albanna for Good Reason will not include payment of pro rata bonus;

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provided, *however*, if termination of Mr. Albanna by the Company without "Cause" or resignation by Mr. Albanna for "Good Reason," then under the Amro Employment Agreement will require the Company to pay severance to Mr. Albanna. Upon any such termination, Mr. Albanna will be entitled to receive any Accrued Compensation and, subject to Mr. Albanna's execution of an irrevocable release, receive (i) on the sixtieth day (60th) day following termination, a lump sum amount equal to twelve (12) months base salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Mr. Albanna's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) cause any equity awards granted prior to the Effective Date (as defined in the Amro Employment Agreement), that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable.

Notwithstanding the foregoing, under the Amro Employment Agreement, termination of Mr. Albanna by the Company without Cause or resignation by Mr. Albanna for Good Reason and a Change of Control (as defined in the Amro Employment Agreement) of the Company occurs within six (6) months after such termination, or within twenty-four (24) months prior to such termination, the Company will pay severance to Mr. Albanna in connection to such termination. Upon such termination, Mr. Albanna will be entitled to receive any Accrued Compensation, and subject to Mr. Albanna's execution of an irrevocable release, receive (i) on the sixtieth (60th) day of termination, a lump sum cash-payment equal to the product of three times Mr. Albanna's salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Mr. Albanna's medical insurance premiums for a period of twenty-four (24) months following the date of termination; and (iii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, cause any equity awards granted prior to the that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable for twenty-four (24) months (but not later than when the award would otherwise expire).

The Amro Employment Agreement also contains customary non-solicitation and non-competition covenants, which covenants remain in effect for twelve (12) months following any cessation of employment with respect to Mr. Albanna. To the extent any of the payments or benefits provided for under the Amro Employment Agreement or any other agreement or arrangement between Mr. Albanna and the Company (collectively, the "Payments"), (a) constitute an "excess parachute payment" within the meaning of Section 280G ("Section 280G") of the Internal Revenue Code of 1986, as amended and restated (the "Code"), and (b) would otherwise be subject to the excise tax imposed by Section 4999 of the Code ("Section 4999"), then the Company will pay or provide the greater (whichever gives Mr. Albanna the highest net after-tax amount) of (i) all of the Payments or (ii) the portion of Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999.

The foregoing description of the terms of the Amro Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the provisions of the Amro Employment Agreement, which is filed as Exhibit 10.12 to this Current Report on Form 10-Q.

Pankovcin Employment Agreement

On November 14, 2021, Aditxt, Inc. (the "Company") entered into a new employment agreement (the "Pankovcin Employment Agreement") with the Company's President, Corinne Pankovcin, pursuant to which Ms. Pankovcin will continue to serve as the Company's President and Secretary until the date upon which Ms. Pankovcin's employment may be terminated in accordance with the terms of the Pankovcin Employment Agreement.

The term of Ms. Pankovcin's engagement under the Pankovcin Employment Agreement commences as of the Effective Date (as defined in the Pankovcin Employment Agreement) and continues until November 14,2023, unless earlier terminated in accordance with the terms of the Pankovcin Employment Agreement. The term of Ms. Pankovcin's Employment Agreement is automatically renewed for successive one (1) year periods until terminated by Ms. Pankovcin or the Company.

Pursuant to the Pankovcin Employment Agreement, Ms. Pankovcin will receive: (i) a base salary at the annual rate of $250,000 for the remainder of calendar year 2021, and effective January 1, 2022, $385,000 (prorated for any partial year) payable in bimonthly installments and (ii) eligible to earn an annual discretionary bonus with a target amount of 45% of Base Compensation, which is based on the achievement of performance objectives, which will be determined by the Board and Compensation Committee. In addition, for calendar year 2021, Ms. Pankovcin shall be eligible to earn an additional discretionary bonus as determined by the Company.

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Under the Pankovcin Employment Agreement, termination of Ms. Pankovcin by the Company for "Cause," "Death," or "Disability," (as such terms are defined in the Pankovcin Employment Agreement), or resignation by Ms. Pankovcin for "Good Reason" (as defined in the Pankovcin Employment Agreement), will not require the Company to pay severance to Ms. Pankovcin. Upon any such termination, Ms. Pankovcin will be entitled to receive any Accrued Compensation (as defined in the Pankovcin Employment Agreement), which in the case of termination by the Company for Cause or resignation by Ms. Pankovcin for Good Reason will not include payment of pro rata bonus; *provided*, *however*, if termination of Ms. Pankovcin by the Company without "Cause" or resignation by Ms. Pankovcin for "Good Reason," then under the Pankovcin Employment Agreement will require the Company to pay severance to Ms. Pankovcin. Upon any such termination, Ms. Pankovcin will be entitled to receive any Accrued Compensation and, subject to Ms. Pankovcin's execution of an irrevocable release, receive: (i) on the sixtieth day (60th) day following termination, a lump sum amount equal to twelve (12) months base salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Ms. Pankovcin's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) cause any equity awards granted prior to the Effective Date (as defined in the Pankovcin Employment Agreement), that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable.

Notwithstanding the foregoing, under the Pankovcin Employment Agreement, termination of Ms. Pankovcin by the Company without Cause or resignation by Ms. Pankovcin for Good Reason and a Change of Control (as defined in the Pankovcin Employment Agreement) of the Company occurs within six (6) months after such termination, or within twenty-four (24) months prior to such termination, the Company will pay severance to Ms. Pankovcin in connection to such termination. Upon such termination, Ms. Pankovcin will be entitled to receive any Accrued Compensation, and subject to Ms. Pankovcin's execution of an irrevocable release, receive (i) on the sixtieth (60th) day of termination, a lump sum cash-payment equal to the sum of (A) the product of two times Ms. Pankovcin's salary then in effect as of the date of termination, less applicable taxes and withholdings, and (B) the product of two times Ms. Pankovcin's Target Bonus; (ii) provide reimbursement to Ms. Pankovcin's medical insurance premiums for a period of twenty-four (24) months following the date of termination; and (iii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, cause any equity awards granted prior to the that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable for twenty-four (24) months (but not later than when the award would otherwise expire).

The Pankovcin Employment Agreement also contains customary non-solicitation and non-competition covenants, which covenants remain in effect for twelve (12) months following any cessation of employment with respect to Ms. Pankovcin. To the extent any of the payments or benefits provided for under the Pankovcin Employment Agreement or any other agreement or arrangement between Ms. Pankovcin and the Company (collectively, the "Payments"), (a) constitute an "excess parachute payment" within the meaning of Section 280G ("Section 280G") of the Internal Revenue Code of 1986, as amended and restated (the "Code"), and (b) would otherwise be subject to the excise tax imposed by Section 4999 of the Code ("Section 4999"), then the Company will pay or provide the greater (whichever gives Ms. Pankovcin the highest net after-tax amount) of (i) all of the Payments or (ii) the portion of Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999.

A copy of the Pankovcin Employment Agreement is filed as Exhibit 10.13 to this report and incorporated herein by reference.

Farley Employment Agreement

On November 14, 2021, Aditxt, Inc. (the "Company") entered into a new employment agreement (the "Farley Employment Agreement") with the Company's Chief Financial Officer, Thomas Farley, pursuant to which Mr. Farley will continue to serve as the Company's Chief Financial Officer until the date upon which Mr. Farley's employment may be terminated in accordance with the terms of the Farley Employment Agreement.

The term of Mr. Farley's engagement under the Farley Employment Agreement commences as of the Effective Date (as defined in the Farley Employment Agreement) and continues until November 14,2023, unless earlier terminated in accordance with the terms of the Farley Employment Agreement. The term of Mr. Farley's Employment Agreement is automatically renewed for successive one (1) year periods until terminated by Mr. Farley or the Company.

Pursuant to the Farley Employment Agreement, Mr. Farley will receive: (i) a base salary at the annual rate of $225,000 for the remainder of calendar year 2021, and effective January 1, 2022, $355,000 (prorated for any partial year) payable in bimonthly installments and, (ii) eligible to earn an annual discretionary bonus with a target amount of 40% of Base Compensation, which is based on the

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achievement of performance objectives, which will be determined by the Board and Compensation Committee. In addition, for calendar year 2021, Mr. Farley will be eligible to earn an additional discretionary bonus as determined by the Company.

Under the Farley Employment Agreement, termination of Mr. Farley by the Company for "Cause," "Death," or "Disability," (as such terms are defined in the Farley Employment Agreement), or resignation by Mr. Farley without "Good Reason" (as defined in the Farley Employment Agreement), will not require the Company to pay severance to Mr. Farley. Upon any such termination, Mr. Farley will be entitled to receive any Accrued Compensation (as defined in the Farley Employment Agreement which in the case of termination by the Company for Cause or resignation by Mr. Farley for Good Reason will not include payment of pro rata bonus; *provided*, *however*, if termination of Mr. Farley by the Company without "Cause" or resignation by Mr. Farley for "Good Reason," then under the Farley Employment Agreement will require the Company to pay severance to Mr. Farley. Upon any such termination, Mr. Farley will be entitled to receive any Accrued Compensation and, subject to Mr. Farley's execution of an irrevocable release, receive (i) on the sixtieth day (60th) day following termination, a lump sum cash-payment equal to the sum of (A) the product of two times Mr. Farley's salary then in effect as of the date of termination, less applicable taxes and withholdings, and (B) the product of two times Mr. Farley's Target Bonus (as defined in the Farley Employment Agreement); (ii) provide reimbursement to Mr. Farley's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) cause any equity awards granted prior to the Effective Date (as defined in the Farley Employment Agreement), that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable.

Notwithstanding the foregoing, under the Farley Employment Agreement, termination of Mr. Farley by the Company without Cause or resignation by Mr. Farley for Good Reason and a Change of Control (as defined in the Farley Employment Agreement) of the Company occurs within six (6) months after such termination, or within twenty-four (24) months prior to such termination, the Company will pay severance to Mr. Farley in connection to such termination. Upon such termination, Mr. Farley will be entitled to receive any Accrued Compensation, and subject to Mr. Farley's execution of an irrevocable release, receive (i) on the sixtieth (60th) day of termination, a lump sum cash-payment equal to the product of two times Mr. Farley's salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Mr. Farley's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, cause any equity awards granted prior to the that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable (but not later than when the award would otherwise expire).

The Farley Employment Agreement also contains customary non-solicitation and non-competition covenants, which covenants remain in effect for twelve (12) months following any cessation of employment with respect to Mr. Farley. To the extent any of the payments or benefits provided for under the Farley Employment Agreement or any other agreement or arrangement between Mr. Farley and the Company (collectively, the "Payments"), (a) constitute an "excess parachute payment" within the meaning of Section 280G ("Section 280G") of the Internal Revenue Code of 1986, as amended and restated (the "Code"), and (b) would otherwise be subject to the excise tax imposed by Section 4999 of the Code ("Section 4999"), then the Company will pay or provide the greater (whichever gives Mr. Farley the highest net after-tax amount) of (i) all of the Payments or (ii) the portion of Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999.

A copy of the Farley Employment Agreement is filed as Exhibit 10.14 to this report and incorporated herein by reference.

Shabahang Employment Agreement

On November 14, 2021, Aditxt, Inc. (the "Company") entered into a new employment agreement (the "Shabahang Employment Agreement") with the Company's Chief Innovation Officer, Shahrokh Shabahang, pursuant to which Mr. Shabahang will continue to serve as the Company's Chief Innovation Officer until the date upon which Mr. Shabahang's employment may be terminated in accordance with the terms of the Shabahang Employment Agreement.

The term of Mr. Shabahang's engagement under the Shabahang Employment Agreement commences as of the Effective Date (as defined in the Shabahang Employment Agreement) and continues until November 14,2023, unless earlier terminated in accordance with the terms of the Shabahang Employment Agreement. The term of Mr. Shabahang's Employment Agreement is automatically renewed for successive one (1) year periods until terminated by Mr. Shabahang or the Company.

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Pursuant to the Shabahang Employment Agreement, Mr. Shabahang will receive: (i) a base salary at the annual rate of $210,000 for the remainder of calendar year 2021, and effective January 1, 2022, $325,000 (prorated for any partial year) payable in bimonthly installments, and (ii) eligible to earn an annual discretionary bonus with a target amount of 40% of Base Compensation, which is based on the achievement of performance objectives, which will be determined by the Board and Compensation Committee. In addition, for calendar year 2021, Mr. Shabahang will be eligible to earn an additional discretionary bonus as determined by the Company.

Under the Shabahang Employment Agreement, termination of Mr. Shabahang by the Company for "Cause," "Death," or "Disability," (as such terms are defined in the Shabahang Employment Agreement), or resignation by Mr. Shabahang without "Good Reason" (as defined in the Shabahang Employment Agreement), will not require the Company to pay severance to Mr. Shabahang. Upon any such termination, Mr. Shabahang will be entitled to receive any Accrued Compensation (as defined in the Shabahang Employment Agreement), which in the case of termination by the Company for Cause or resignation by Mr. Shabahang for Good Reason will not include payment of pro rata bonus; *provided*, *however*, if termination of Mr. Shabahang by the Company without "Cause" or resignation by Mr. Shabahang for "Good Reason," then under the Shabahang Employment Agreement will require the Company to pay severance to Mr. Shabahang. Upon any such termination, Mr. Shabahang will be entitled to receive any Accrued Compensation and, subject to Mr. Shabahang's execution of an irrevocable release, receive: (i) on the sixtieth day (60th) day following termination, a lump sum cash-payment equal to the sum of (A) the product of two times Mr. Shabahangs's salary then in effect as of the date of termination, less applicable taxes and withholdings, and (B) the product of two times Mr. Shabahang's Target Bonus (as defined in the Shabahang Employment Agreement); (ii) provide reimbursement to Mr. Shabahang's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) cause any equity awards granted prior to the Effective Date (as defined in the Shabahang Employment Agreement), that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable.

Notwithstanding the foregoing, under the Shabahang Employment Agreement, termination of Mr. Shabahang by the Company for without Cause or resignation by Mr. Shabahang for Good Reason and a Change of Control (as defined in the Shabahang Employment Agreement) of the Company occurs within six (6) months after such termination, or within twenty-four (24) months prior to such termination, the Company will pay severance to Mr. Shabahang in connection to such termination. Upon such termination, Mr. Shabahang will be entitled to receive any Accrued Compensation, and subject to Mr. Shabahang's execution of an irrevocable release, receive: (i) on the sixtieth (60th) day of termination, a lump sum cash-payment equal to the product of two times Mr. Shabahang's salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Mr. Shabahang's medical insurance premiums for a period of twenty-four (24) months following the date of termination; and (iii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, cause any equity awards granted prior to the that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable for twenty-four (24) months (but not later than when the award would otherwise expire).

The Shabahang Employment Agreement also contains customary non-solicitation and non-competition covenants, which covenants remain in effect for twelve (12) months following any cessation of employment with respect to Mr. Shabahang. To the extent any of the payments or benefits provided for under the Shabahang Employment Agreement or any other agreement or arrangement between Mr. Shabahang and the Company (collectively, the "Payments"), (a) constitute an "excess parachute payment" within the meaning of Section 280G ("Section 280G") of the Internal Revenue Code of 1986, as amended and restated (the "Code"), and (b) would otherwise be subject to the excise tax imposed by Section 4999 of the Code ("Section 4999"), then the Company will pay or provide the greater (whichever gives Mr. Shabahang the highest net after-tax amount) of (i) all of the Payments or (ii) the portion of Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999.

A copy of the Shabahang Employment Agreement is filed as Exhibit 10.15 to this report and incorporated herein by reference.

Rowena Employment Agreement

On November 14, 2021, Aditxt, Inc. (the "Company") entered into a new employment agreement (the "Rowena Employment Agreement") with the Company's Chief Operating Officer, Rowena Albanna, pursuant to which Ms. Albanna will continue to serve as the Company's Chief Operating Officer until the date upon which Ms. Albanna's employment may be terminated in accordance with the terms of the Rowena Employment Agreement.

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The term of Ms. Albanna's engagement under the Rowena Employment Agreement commences as of the Effective Date (as defined in the Rowena Employment Agreement) and continues until November 14,2023, unless earlier terminated in accordance with the terms of the Rowena Employment Agreement. The term of Ms. Albanna's Employment Agreement is automatically renewed for successive one (1) year periods until terminated by Ms. Albanna or the Company.

Pursuant to the Rowena Employment Agreement, Ms. Albanna will receive: (i) a base salary at the annual rate of $210,000 for the remainder of calendar year 2021 and effective January 1, 2022, $325,000 (prorated for any partial year) payable in bimonthly installments, and (ii) eligible to earn an annual discretionary bonus with a target amount of 40% of Base Compensation, which is based on the achievement of performance objectives, which will be determined by the Board and Compensation Committee. In addition, for calendar year 2021, Ms. Albanna will be eligible to earn an additional discretionary bonus as determined by the Company.

Under the Rowena Employment Agreement, termination of Ms. Albanna by the Company for "Cause," "Death," or "Disability," (as such terms are defined in the Rowena Employment Agreement), or resignation by by Ms. Albanna for "Good Reason" (as defined in the Rowena Employment Agreement), will not require the Company to pay severance to Ms. Albanna. Upon any such termination, Ms. Albanna will be entitled to receive any Accrued Compensation (as defined in the Rowena Employment Agreement), which in the case of termination by the Company for Cause or resignation by Ms. Albanna for Good Reason will not include payment of pro rata bonus; *provided*, *however*, if termination of Ms. Albanna by the Company without "Cause" or resignation by Ms. Albanna for "Good Reason" (as such terms are defined in the Rowena Employment Agreement), then under the Rowena Employment Agreement will require the Company to pay severance to Ms. Albanna. Upon any such termination, Ms. Albanna will be entitled to receive any Accrued Compensation and, subject to Ms. Albanna's execution of an irrevocable release, receive: (i) on the sixtieth day (60th) day following termination, a lump sum amount equal to twelve (12) months base salary then in effect as of the date of termination, less applicable taxes and withholdings; (ii) provide reimbursement to Ms. Albanna's medical insurance premiums for a period of twelve (12) months following the date of termination; and (iii) cause any equity awards granted prior to the Effective Date (as defined in the Rowena Employment Agreement), that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable.

Notwithstanding the foregoing, under the Rowena Employment Agreement, termination of Ms. Albanna by the Company without Cause or resignation by Ms. Albanna for Good Reason and a Change of Control (as defined in the Rowena Employment Agreement) of the Company occurs within six (6) months after such termination, or within twenty-four (24) months prior to such termination, the Company will pay severance to Ms. Albanna in connection to such termination. Upon such termination, Ms. Albanna will be entitled to receive any Accrued Compensation, and subject to Ms. Albanna's execution of an irrevocable release, receive: (i) on the sixtieth (60th) day of termination, a lump sum cash-payment equal to the sum of (A) the product of two times Ms. Albanna's salary then in effect as of the date of termination, less applicable taxes and withholdings, and (B) the product of two times Ms. Albanna's Target Bonus; (ii) provide reimbursement to Ms. Albanna's medical insurance premiums for a period of twenty-four (24) months following the date of termination; and (iii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, cause any equity awards granted prior to the that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable for twenty-four (24) months (but not later than when the award would otherwise expire).

The Rowena Employment Agreement also contains customary non-solicitation and non-competition covenants, which covenants remain in effect for twelve (12) months following any cessation of employment with respect to Ms. Albanna. To the extent any of the payments or benefits provided for under the Rowena Employment Agreement or any other agreement or arrangement between Ms. Albanna and the Company (collectively, the "Payments"), (a) constitute an "excess parachute payment" within the meaning of Section 280G ("Section 280G") of the Internal Revenue Code of 1986, as amended and restated (the "Code"), and (b) would otherwise be subject to the excise tax imposed by Section 4999 of the Code ("Section 4999"), then the Company will pay or provide the greater (whichever gives Ms. Albanna the highest net after-tax amount) of (i) all of the Payments or (ii) the portion of Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999.

A copy of the Rowena Employment Agreement is filed as Exhibit 10.16 to this report and incorporated herein by reference.

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Item 6. Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
1.1	Underwriting Agreement between the Company and Revere Securities LLC dated October 18, 2021	8-K	001-39336	1.1	October 20, 2021	
3.1	Amended and Restated Certificate of Incorporation of the Registrant.	S-1	333-235933	3.1	June 25, 2020	
3.2	Certificate of Amendment, dated June 29, 2020	10-Q	001-39336	3.2	August 13, 2020	
3.3	Amended and Restated Bylaws of the Registrant	S-1	333-235933	3.3	June 25, 2020	
3.4	Second Amended and Restated Bylaws of the Registrant	10-Q	001-39336	3.4	August 12, 2021	
4.1	Form of Warrant	8-K	001-39336	4.1	August 30, 2021	
10.1	Form of Securities Purchase Agreement	8-K	001-39336	10.1	August 30, 2021	
10.2	Placement Agency Agreement	8-K	001-39336	10.2	August 30, 2021	
10.3	Form of Placement Agent Warrant	8-K	001-39336	10.3	August 30, 2021	
10.4	Waiver and Defeasance Agreement	8-K	001-39336	10.4	August 30, 2021	
10.5	Secured Credit Agreement, dated as of August 27, 2021, by and among AiPharma, AiPharma Holdings Limited, AiPharma Asia Limited and the Company					X
10.6	Security Agreement, dated as of August 27, 2021 by and between AiPharma Asia Limited and the Company.					X
10.7	Security Agreement, dated as of August 27, 2021 by and between AiPharma Limited and the Company					X
10.8	Security Agreement – AiPharma Limited and Aditxt (BVI Law)					X
10.9	Floating Charge					X
10.10	Transaction Agreement, dated as of October 4, 2021 by and between the company and AiPharma Global Holdings LLC					X
10.11	First Amendment to Secured Credit Agreement with AiPharma Global Holding LLC					X
10.12	Employment Agreement, dated as of November 14, 2021 between Aditxt, Inc. and Amro Albanna, Chief Executive Officer.					X
10.13	Employment Agreement, dated as of November 14, 2021 between Aditxt, Inc. and Corinne Pankovcin, President and Secretary.					X
10.14	Employment Agreement, dated as of November 14, 2021 between Aditxt, Inc. and Thomas Farley, Chief Financial Officer.					X
10.15	Employment Agreement, dated as of November 14, 2021 between Aditxt, Inc. and Shahrokh Shabahang, Chief Innovation Officer.					X
10.16	Employment Agreement, dated as of November 14, 2021 between Aditxt, Inc. and Rowena Albanna, Chief Operating Officer.					X
31.1*	Certification of Principal Executive Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
31.2*	Certification of Principal Financial Officer pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					X
32.1*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					X
101.INS	Inline XBRL Instance Document.					X

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101.SCH	Inline XBRL Taxonomy Extension Schema Document.	X
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase Document.	X
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase Document.	X
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase Document.	X
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase Document.	X
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).	X

* This certification is deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (Exchange Act), or otherwise subject to the liability of that section, nor shall it be deemed incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act.

SIGNATURES

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

Aditxt, Inc.

Date: November 15, 2021

By: /s/ Amro Albanna
Amro Albanna
Chief Executive Officer
(Principal Executive Officer)

Date: November 15, 2021

By: /s/ Thomas J. Farley
Thomas J. Farley
Chief Financial Officer
(Principal Financial and Accounting Officer)

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Exhibit 10.5

SECURED CREDIT AGREEMENT

CREDIT AGREEMENT dated as of August 27, 2021 (this "Agreement"), between AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company ("DE Topco"), AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands ("BVI Holdco") and AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong ("HK Opco" and together with DE Topco and BVI Holdco, individually and collectively, the "Borrower") and ADITXT, INC., a Delaware corporation (the "Lender").

The Borrower has requested that the Lender extend credit to the Borrower, and the Lender is willing to do so on the terms and conditions set forth herein. In consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

SECTION 1.01 Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Acquisition" means, as to any Person, the purchase or other acquisition (in one transaction or a series of transactions, including through a merger) of all of the equity interests of another Person or all or substantially all of the property, assets or business of another Person or of the assets constituting a business unit, line of business or division of another Person.

"Affiliate" means, with respect to a specified Person, another Person that directly or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Applicable Law" means, as to any Person, all applicable Laws binding upon such Person or to which such a Person is subject.

"Applicable Rate" means 8.00%.

"Business Day" means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of Delaware.

"BVI Opco" means AIPHARMA LIMITED, a company formed under the laws of the British Virgin Islands.

"Capitalized Lease" means each lease that has been or is required to be, in accordance with GAAP, recorded as a capital or financing lease.

"Change of Control" means, at any time, (a) any Person or "group" (within the meaning of Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended) shall have obtained the power (whether or not exercised) to elect a majority of the members of the Board of Directors (or similar governing body) of the Borrower, or (b) the Borrower shall cease to beneficially own and control on a fully diluted basis of the economic and voting interest in the Equity Interests in each of its respective Subsidiaries as described on Schedule 3.01.

"Closing Date" means the first date all the conditions precedent in Section 4.01 are satisfied or waived in accordance with Section 8.02.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Collateral Documents" means, the Security Agreement by HK Opco governed by Delaware law, the Security Agreement by BVI Opco governed by Delaware law (including the "Shareholder Direction" attached thereto), the Floating Charge of HK Opco governed by the laws of Hong Kong, the Security Agreement by BVI Opco governed by the laws of the British Virgin Islands, and certain documents, instruments, agreements and financing statements relating thereto.

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"Combination LOI" means the letter agreement dated as of August 25, 2021 between Lender and Borrower relating to the proposed combination of Borrower by Lender.

"Combination LOI Binding Provisions" means the "Binding Provisions" as defined in the Combination LOI.

"Combination LOI Exclusivity Termination Event" means the expiration or termination of the "Exclusivity Period" as defined in the Combination LOI.

"Combination LOI Termination Event" means the expiration or termination of the Combination LOI.

"Combination LOI Termination Fee" means a fee in the amount of $4,000,000.

"Contractual Obligation" means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. "Controlling" and "Controlled" have meanings analogous thereto.

"Credit Extension" means the Term Loan and any other extension of credit made by the Lender to the Borrower from time to time.

"Debtor Relief Laws" means the Bankruptcy Code of the United States of America, and all other liquidation, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization, or similar debtor relief Laws of the United States or other applicable jurisdictions from time to time in effect.

"Debtor Relief Plan" means a plan of reorganization or plan of liquidation pursuant to any Debtor Relief Laws.

"Default" means any event or condition that constitutes an Event of Default or that, with the giving of any notice, the passage of time, or both, would be an Event of Default.

"Default Rate" means an interest rate (before as well as after judgment) equal to the applicable interest rate plus 5.00%.

"Disposition" or "Dispose" means the sale, transfer, license, lease or other disposition of any property by any Person (including any sale and leaseback transaction and any issuance of Equity Interests by a Subsidiary of such Person), including any sale, assignment, transfer or other disposal, with or without recourse, of any notes or accounts receivable or any rights and claims associated therewith.

"Dollar" and "$" mean lawful money of the United States.

"Environmental Laws" means any and all federal, state, local, and foreign statutes, Laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or governmental restrictions, including all common law, relating to pollution or the protection of health, safety or the environment or the release of any materials into the environment, including those related to Hazardous Materials, air emissions, discharges to waste or public systems and health and safety matters.

"Environmental Liability" means any liability or obligation, contingent or otherwise (including any liability for damages, costs of environmental remediation, fines, penalties or indemnities), directly or indirectly, resulting from or based upon (a) violation of any Environmental Law, (b) the generation, use, handling, transportation, storage, treatment, disposal or permitting or arranging for the disposal of any Hazardous Materials, (c) exposure to any Hazardous Materials, (d) the release or threatened release of any Hazardous Materials or (e) any contract, agreement or other consensual arrangement pursuant to which liability is assumed or imposed with respect to any of the foregoing.

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"Equity Interests" means, as to any Person, all of the shares of capital stock of (or other ownership or profit interests in) such Person, all of the warrants, options or other rights for the purchase or acquisition from such Person of shares of capital stock of (or other ownership or profit interests in) such Person, all of the securities convertible into or exchangeable for shares of capital stock of (or other ownership or profit interests in) such Person or warrants, rights or options for the purchase or acquisition from such Person of such shares (or such other interests), and all of the other ownership or profit interests in such Person (including partnership, member or trust interests therein), whether voting or nonvoting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) under common control with the Borrower within the meaning of Section 414(b) or (c) of the Code (and Sections 414(m) and (o) of the Code for purposes of provisions relating to Section 412 of the Code or Section 302 of ERISA).

"Event of Default" has the meaning specified in Article VII.

"Federal Reserve Board" means the Board of Governors of the Federal Reserve System of the United States.

"GAAP" means, subject to Section 1.03, United States generally accepted accounting principles as in effect as of the date of determination thereof.

"Governmental Authority" means the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank).

"Hazardous Materials" means all explosive or radioactive substances or wastes and all hazardous or toxic substances, wastes or other pollutants, including petroleum or petroleum distillates, asbestos or asbestos-containing materials, polychlorinated biphenyls, radon gas, infectious or medical wastes, and other substances or wastes of any nature regulated under or with respect to which liability or standards of conduct are imposed pursuant to any Environmental Law.

"Indebtedness" means, as to any Person at a particular time, without duplication, all of the following, whether or not included as indebtedness or liabilities in accordance with GAAP:

(a) all obligations of such Person for borrowed money and all obligations of such Person evidenced by bonds, debentures, notes, loan agreements or other similar instruments;

(b) all direct or contingent obligations of such Person arising under (i) letters of credit (including standby and commercial), bankers' acceptances and bank guaranties and (ii) surety bonds, performance bonds and similar instruments issued or created by or for the account of such Person;

(c) all obligations of such Person to pay the deferred purchase price of property or services (other than trade accounts payable in the ordinary course of business);

(d) indebtedness (excluding prepaid interest thereon) secured by a Lien on property owned or being purchased by such Person (including indebtedness arising under conditional sales or other title retention agreements), whether or not such indebtedness shall have been assumed by such Person or is limited in recourse; and

(e) all guarantees of such Person in respect of any of the foregoing.

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For all purposes hereof, the Indebtedness of any Person shall include the Indebtedness of any partnership or joint venture (other than a joint venture that is itself a corporation or limited liability company) in which such Person is a general partner or a joint venturer, unless such Indebtedness is expressly made non-recourse to such Person.

"Investment" means, as to any Person, any direct or indirect acquisition or investment by such Person, whether by means of (a) the purchase or other acquisition of Equity Interests or debt or other securities of another Person, (b) a loan, advance or capital contribution to, guarantee or assumption of debt of, or purchase or other acquisition of any other debt or equity participation or interest in, another Person, including any partnership or joint venture interest in such other Person and any arrangement pursuant to which the investor incurs Indebtedness of the type referred to in clause (h) of the definition of "Indebtedness" in respect of such other Person, or (c) the purchase or other acquisition (in one transaction or a series of transactions) of all or substantially all of the property and assets or business of another Person or assets constituting a business unit, line of business or division of such Person. For purposes of covenant compliance, the amount of any Investment shall be the amount actually invested, without adjustment for subsequent increases or decreases in the value of such Investment but giving effect to any returns or distributions of capital or repayment of principal actually received in case by such Person with respect thereto.

"IRS" means the United States Internal Revenue Service.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, guidelines, regulations, ordinances, codes and administrative or judicial precedents or authorities, including the interpretation or administration thereof by any Governmental Authority charged with the enforcement, interpretation or administration thereof, and all applicable administrative orders, directed duties, requests, licenses, authorizations and permits of, and agreements with, any Governmental Authority, in each case whether or not having the force of law.

"Lien" means any mortgage, pledge, hypothecation, collateral assignment, deposit arrangement, encumbrance, lien (statutory or other), charge, or preference, priority or other security interest or preferential arrangement of any kind or nature whatsoever (including any conditional sale or other title retention agreement, any easement, right of way or other encumbrance on title to real property, and any financing lease having substantially the same economic effect as any of the foregoing).

"Loan" means the Term Loan and any other loan made by the Lender to the Borrower from time to time.

"Loan Documents" means, collectively, this Agreement, the Collateral Documents, all promissory notes, guaranties and any other documents or instruments entered into in connection herewith.

"Margin Stock" means margin stock within the meaning of Regulations T, U and X.

"Material Adverse Effect" means (a) a material adverse change in, or a material adverse effect on, the operations, business, properties, liabilities (actual or contingent), condition (financial or otherwise) or prospects of the Borrower and its Subsidiaries taken as a whole; or (b) a material adverse effect on (i) the ability of the Borrower to perform its Obligations, (ii) the legality, validity, binding effect or enforceability against the Borrower or any Subsidiary of any Loan Document or the Combination LOI to which it is a party or (iii) the rights, remedies and benefits available to, or conferred upon, the Lender under any Loan Documents or the Combination LOI.

"Maturity Date" means the earliest to occur of (a) November 30, 2021, (b) an Combination LOI Exclusivity Termination Event, or (c) an Combination LOI Termination Event.

"Obligations" means all advances to, and debts, liabilities, obligations, covenants and duties of, the Borrower arising under any Loan Document or otherwise with respect to any Loan or other Credit Extension, whether direct or indirect (including those acquired by assumption), absolute or contingent, due or to become due, now existing or hereafter arising and including interest and fees that accrue after the commencement by or against the Borrower or any Affiliate thereof of any proceeding under any Debtor Relief Laws naming such Person as the debtor in such proceeding, regardless of whether such interest and fees are allowed claims in such proceeding. Without limiting the foregoing, the Obligations include (a) the obligation to pay principal, interest, charges, expenses, fees, indemnities and other amounts payable by the Borrower under any Loan Document and (b) the obligation of the Borrower to reimburse any amount in respect of any of the foregoing that the Lender, in its sole discretion, may elect to pay or advance on behalf of the Borrower.

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"Organizational Documents" means (a) as to any corporation, the charter or certificate or articles of incorporation and the bylaws (or equivalent or comparable constitutive documents with respect to any non-U.S. jurisdiction), (b) as to any limited liability company, the certificate or articles of formation or organization and operating or limited liability agreement and (c) as to any partnership, joint venture, trust or other form of business entity, the partnership, joint venture or other applicable agreement of formation or organization and any agreement, instrument, filing or notice with respect thereto filed in connection with its formation or organization with the applicable Governmental Authority in the jurisdiction of its formation or organization and, if applicable, any certificate or articles of formation or organization of such entity.

"PATRIOT Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"PBGC" means the Pension Benefit Guaranty Corporation.

"Pension Act" means the Pension Protection Act of 2006.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"PTE" means a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

"Related Parties" means, with respect to any Person, such Person's Affiliates and the partners, directors, officers, employees, agents, trustees, administrators, managers, advisors and representatives of such Person and of such Person's Affiliates.

"Responsible Officer" means the chief executive officer or the chief financial officer of Borrower. Any document delivered hereunder that is signed by a Responsible Officer of the Borrower shall be conclusively presumed to have been authorized by all necessary corporate, partnership or other action on the part of the Borrower and such Responsible Officer shall be conclusively presumed to have acted on behalf of the Borrower.

"Restricted Payment" means any dividend or other distribution (whether in cash, securities or other property) with respect to any Equity Interest of any Person, or any payment (whether in cash, securities or other property), including any sinking fund or similar deposit, on account of the purchase, redemption, retirement, acquisition, cancellation or termination of any such Equity Interest, or on account of any return of capital to such Person's shareholders, partners or members (or the equivalent Persons thereof).

"SEC" means the Securities and Exchange Commission, or any Governmental Authority succeeding to any of its principal functions.

"Shareholders' Equity" means, as of any date of determination, consolidated shareholders' equity of the Borrower and its Subsidiaries as of such date determined in accordance with GAAP.

"Solvent" means, as to any Person as of any date of determination, that on such date (a) the fair value of the property of such Person is greater than the total amount of liabilities, including contingent liabilities, of such Person, (b) the present fair saleable value of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured, (c) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to pay such debts and liabilities as they mature and (d) such Person is not engaged in a business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute an unreasonably small capital. The amount of any contingent liability at any time shall be computed as the amount that, in light of all of the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

"Subsidiary" of a Person means a corporation, partnership, limited liability company, association or joint venture or other business entity of which more than 25% of the Equity Interests are owned or controlled by such Person. Unless otherwise specified, all references herein to a "Subsidiary" or to "Subsidiaries" shall refer to a Subsidiary or Subsidiaries of the Borrower. For the avoidance of doubt, the term "Subsidiary" includes, without limitation, BVI Holdco, HK Opco, BVI Opco and G Response Aid FZCO.

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"Taxes" means all present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Term Loan" means the loan made by Lender to the Borrower pursuant to Section 2.01 in the amount of $6,500,000.

"United States" and "U.S." mean the United States of America.

"U.S. Borrower" means any Borrower that is a U.S. Person.

"U.S. Person" means any Person that is a "United States Person" as defined in Section 7701(a)(30) of the Code.

SECTION 1.02 Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" is not exclusive. The word "year" shall refer (i) in the case of a leap year, to a year of three hundred sixty-six (366) days, and (ii) otherwise, to a year of three hundred sixty-five (365) days. Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (d) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement, (e) any reference to any law or regulation herein shall, unless otherwise specified, refer to such law or regulation as amended, modified or supplemented from time to time, and (f) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 1.03 Accounting Terms; Changes in GAAP.

(a) Accounting Terms. Except as otherwise expressly provided herein, all accounting terms not otherwise defined herein shall be construed in conformity with GAAP. Financial statements and other information required to be delivered by the Borrower to the Lender pursuant to Sections 5.01(a) and 5.01(b) shall be prepared in accordance with GAAP as in effect at the time of such preparation. Notwithstanding the foregoing, for purposes of determining compliance with any covenant (including the computation of any financial covenant) contained herein, Indebtedness of the Borrower and its Subsidiaries shall be deemed to be carried at 100% of the outstanding principal amount thereof, and the effects of FASB ASC 825 and FASB ASC 470-20 on financial liabilities shall be disregarded.

(b) Changes in GAAP. If the Borrower notifies the Lender that the Borrower requests an amendment to any provision hereof to eliminate the effect of any change occurring after the date hereof in GAAP or in the application thereof on the operation of such provision (or if the Lender notifies the Borrower that the Lender requests an amendment to any provision hereof for such purpose), regardless of whether any such notice is given before or after such change in GAAP or in the application thereof, then such provision shall be interpreted on the basis of GAAP as in effect and applied immediately before such change shall have become effective until such notice shall have been withdrawn or such provision amended in accordance herewith.

SECTION 1.04 Divisions. For all purposes under the Loan Documents, in connection with any division or plan of division under Delaware law (or any comparable event under a different jurisdiction's laws): (a) if any asset, right, obligation or liability of any Person becomes the asset, right, obligation or liability of a different Person, then it shall be deemed to have been transferred from the original Person to the subsequent Person, and (b) if any new Person comes into existence, such new Person shall be deemed to have been organized on the first date of its existence by the holders of its Equity Interests at such time.

ARTICLE II
CREDIT EXTENSIONS

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SECTION 2.01 Term Loan. Subject to the terms and conditions set forth herein, the Lender agrees to make a Term Loan to the Borrower on the Closing Date in the amount of $6,500,000. Amounts borrowed under this Section 2.01 and repaid or prepaid may not be reborrowed.

SECTION 2.02 Prepayments.

(a) Optional Prepayments. The Borrower may, upon notice to the Lender, at any time and from time to time prepay any Borrowing in whole or in part without premium or penalty.

(b) [Omitted]

SECTION 2.03 Repayment of Term Loan at Maturity. The Borrower shall repay to the Lender on the Maturity Date the aggregate principal amount of the Term Loan (any any other Credit Extensions made from time to time by Lender) together with all accrued interest, fees and expenses and any other Obligations outstanding on such date.

SECTION 2.04 Interest.

(a) Interest Rates. Subject to paragraph (b) of this Section, the Term Loan shall bear interest at the Applicable Rate.

(b) Default Interest. If any amount payable by the Borrower under this Agreement or any other Loan Document (including principal of the Term Loan, interest, fees and other amount) is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a rate per annum equal to the applicable Default Rate. At the election of the Lender, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all Loans outstanding hereunder at a rate per annum equal to the applicable Default Rate.

(c) Interest Payment Dates. Accrued interest on the Term Loan shall be paid in arrears on the Maturity Date.

(d) Interest Computation. All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) compounded monthly.

SECTION 2.05 Combination LOI Termination Fee. Unless a Definitive Agreement (as defined in the Combination LOI) is executed, delivered and becomes effective on or before the Maturity Date, Borrower shall pay the Combination LOI Termination Fee to Lender on the Maturity Date.

SECTION 2.06 Evidence of Debt. The Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrower resulting from each Loan made by the Lender. The entries made in the records maintained pursuant to this paragraph (a) shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein. Any failure of the Lender to maintain such records or make any entry therein or any error therein shall not in any manner affect the obligations of the Borrower under this Agreement and the other Loan Documents.

SECTION 2.07 Payments Generally. All payments to be made by the Borrower hereunder and the other Loan Documents shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all such payments shall be made to the Lender in immediately available funds not later than 12:00 noon (East Coast time) on the date specified herein. All amounts received by the Lender after such time on any date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue. If any payment to be made by the Borrower shall fall due on a day that is not a Business Day, payment shall be made on the next succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, if such next succeeding Business Day would fall after the applicable Maturity Date, payment shall be made on the immediately preceding Business Day. Except as otherwise expressly provided herein, all payments hereunder or under any other Loan Document shall be made in Dollars.

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ARTICLE III
REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender that:

SECTION 3.01 Existence, Qualification and Power. The organizational structure of the Borrower and its Subsidiaries is, as of the date hereof, as set forth Schedule 3.01. The Borrower and each Subsidiary (a) is duly organized or formed, validly existing and, as applicable, in good standing under the Laws of the jurisdiction of its incorporation or organization, (b) has all requisite power and authority and all requisite governmental licenses, authorizations, consents and approvals to (i) own or lease its assets and carry on its business and (ii) execute, deliver and perform its obligations under the Loan Documents to which it is a party and the Combination LOI, and (c) is duly qualified and is licensed and, as applicable, in good standing under the Laws of each jurisdiction where its ownership, lease or operation of properties or the conduct of its business requires such qualification or license, except, in each case referred to in clause (a) (other than with respect to the Borrower), (b)(i) or (c), to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02 Authorization; No Contravention. The execution, delivery and performance by the Borrower and each Subsidiary of each Loan Document to which it is party and the Combination LOI have been duly authorized by all necessary corporate or other organizational action, and do not and will not (a) contravene the terms of its Organizational Documents, (b) conflict with or result in any breach or contravention of, or the creation of any Lien under, or require any payment to be made under (i) any material Contractual Obligation to which the Borrower is a party or affecting the Borrower or the properties of the Borrower or any Subsidiary or (ii) any material order, injunction, writ or decree of any Governmental Authority or any arbitral award to which the Borrower or any Subsidiary or its property is subject or (c) violate any Law in any material respect.

SECTION 3.03 Governmental Authorization; Other Consents. No approval, consent, exemption, authorization, or other action by, or notice to, or filing with, any Governmental Authority or any other Person is necessary or required in connection with the execution, delivery or performance by, or enforcement against, the Borrower or its Subsidiaries of this Agreement, the Combination LOI or any other Loan Document to which they are a party, except for such approvals, consents, exemptions, authorizations, actions or notices that have been duly obtained, taken or made and in full force and effect.

SECTION 3.04 Execution and Delivery; Binding Effect. This Agreement has been, and each other Loan Document and the Combination LOI, when delivered hereunder, will have been, duly executed and delivered by the Borrower and any applicable Subsidiaries party thereto. This Agreement constitutes, and each other Loan Document when so delivered will constitute, a legal, valid and binding obligation of the Borrower and each Subsidiary party thereto, enforceable against the Borrower and each Subsidiary party thereto, in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, receivership, moratorium or other Laws affecting creditors' rights generally and by general principles of equity.

SECTION 3.05 Litigation. Except as set forth on Schedule 3.05, there are no actions, suits, proceedings, claims, disputes or investigations pending or, to the knowledge of the Borrower, threatened, at Law, in equity, in arbitration or before any Governmental Authority, by or against the Borrower or any Subsidiary or against any of their properties or revenues that (a) either individually or in the aggregate could reasonably be expected to have a Material Adverse Effect or (b) purport to affect or pertain to this Agreement or any other Loan Document, the Combination LOI or any of the transactions contemplated hereby.

SECTION 3.06 No Material Adverse Effect; No Default. Neither the Borrower nor any Subsidiary thereof is in default under or with respect to any Contractual Obligation that, either individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect. No Default has occurred and is continuing or would result from the consummation of the transactions contemplated by this Agreement or any other Loan Document.

SECTION 3.07 Property.

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(a) Ownership of Properties. Each of the Borrower and its Subsidiaries has good record and marketable title in fee simple to, or valid leasehold interests in, all real property necessary or used in the ordinary conduct of its business, except for such defects in title that, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

(b) Intellectual Property. Each of the Borrower and its Subsidiaries owns, licenses or possesses the right to use all of the trademarks, tradenames, service marks, trade names, copyrights, patents, franchises, licenses and other intellectual property rights that are necessary for the operation of their respective businesses, as currently conducted, business, and the use thereof by the Borrower and its Subsidiaries does not conflict with the rights of any other Person, except to the extent that such failure to own, license or possess or such conflicts, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. The conduct of the business of the Borrower or any Subsidiary as currently conducted or as contemplated to be conducted does not infringe upon or violate any rights held by any other Person, except to the extent that such infringements and violations, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect. No claim or litigation regarding any of the foregoing is pending or, to the knowledge of the Borrower, threatened that could reasonably be expected to have a Material Adverse Effect.

SECTION 3.08 Taxes. The Borrower and its Subsidiaries have filed all federal, state and other tax returns and reports required to be filed, and have paid all federal, state and other taxes, assessments, fees and other governmental charges levied or imposed upon them or their properties, income or assets otherwise due and payable, except (a) Taxes that are being contested in good faith by appropriate proceedings diligently conducted and for which adequate reserves are being maintained in accordance with GAAP or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.09 Compliance with Laws. Each of the Borrower and its Subsidiaries is in compliance with the requirements of all Laws (including Environmental Laws) and all orders, writs, injunctions and decrees applicable to it or to its properties, except in such instances in which (a) such requirement of Law or order, writ, injunction or decree is being contested in good faith by appropriate proceedings diligently conducted or (b) the failure to so comply, either individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.10 Margin Regulations. The Borrower is not engaged and will not engage, principally or as one of its important activities, in the business of purchasing or carrying Margin Stock, or extending credit for the purpose of purchasing or carrying Margin Stock, and no part of the proceeds of any Credit Extension hereunder will be used to buy or carry any Margin Stock. Following the application of the proceeds of each Loan, not more than 25% of the value of the assets (either of the Borrower only or of the Borrower and its Subsidiaries on a consolidated basis) will be Margin Stock.

SECTION 3.11 Investment Company Act. Neither the Borrower nor any of its Subsidiaries is an "investment company" as defined in, or subject to regulation under, the Investment Company Act of 1940.

SECTION 3.12 Sanctions; Anti-Corruption.

(a) None of the Borrower, any of its Subsidiaries or any director, officer, of the Borrower or any of its Subsidiaries is an individual or entity ("person") that is, or is owned or controlled by persons that are: (i) the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.S. Department of State, the United Nations Security Council, the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), or (ii) located, organized or resident in a country or territory that is the subject of Sanctions (including, Crimea, Cuba, Iran, North Korea and Syria).

(b) The Borrower, its Subsidiaries and their respective directors, officers and employees and, to the knowledge of the Borrower, the agents of the Borrower and its Subsidiaries, are in compliance with all applicable Sanctions and with the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") and any other applicable anti-corruption law, in all material respects. The Borrower and its Subsidiaries have instituted and maintain policies and procedures designed to ensure continued compliance with applicable Sanctions, the FCPA and any other applicable anti-corruption laws.

SECTION 3.13 Solvency. The Borrower and its Subsidiaries are Solvent.

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SECTION 3.14 Material Events. Since August 2, 2021, (a) the Borrower and its Subsidiaries have not made any Dispositions outside the ordinary course of business, (b) the Borrower and its Subsidiaries have not made any Restricted Payments, and (c) there has been no Material Adverse Effect.

ARTICLE IV
CONDITIONS

SECTION 4.01 Closing Date. The effectiveness of this Agreement is subject to the satisfaction (or waiver in accordance with Section 9.02) of the following conditions (and, in the case of each document specified in this Section to be received by the Lender, such document shall be in form and substance satisfactory to the Lender):

(a) Executed Counterparts. The Lender shall have received from each party thereto a counterpart of the following documents signed on behalf of such party (or written evidence satisfactory to the Lender (which may include telecopy transmission of a signed signature page to this Agreement) that such party has signed a counterpart of this Agreement):

(i) This Agreement;

(ii) The Collateral Documents; and

(iii) The Combination LOI.

(b) Certificates. The Lender shall have received such customary certificates of resolutions or other action, incumbency certificates or other certificates of Responsible Officers of the Borrower as the Lender may require evidencing the identity, authority and capacity of each Responsible Officer thereof authorized to act as a Responsible Officer in connection with the Loan Documents.

(c) Pay Proceeds Letter. The Lender shall have received a letter directing the Lender to fund $5,000,000 from the proceeds of the Term Loan directly to FujiFilm Toyama Chemical Co, Ltd.

(d) Corporate Documents. The Lender shall have received such other documents and certificates (including Organizational Documents and good standing certificates) as the Lender may reasonably request relating to the organization, existence and good standing of the Borrower and any other legal matters relating to the Borrower, the Loan Documents or the transactions contemplated thereby.

(e) Fees and Expenses. The Borrower shall have paid all fees, costs and expenses (including legal fees and expenses) agreed in writing to be paid by it to the Lender in connection herewith (including pursuant to the Fee Letters) to the extent due (and, in the case of expenses (including legal fees and expenses), to the extent that statements for such expenses shall have been delivered to the Borrower on or prior to the Closing Date).

(f) Financial Statements. The Borrower shall have delivered to the Lender the unaudited monthly financial statements of the Borrower for the month ended July 31, 2021.

(g) Officer's Certificate. The Lender shall have received a certificate, dated the Closing Date and signed by a Responsible Officer of the Borrower, confirming satisfaction of the conditions set forth in this Section.

(h) Other Documents. The Lender shall have received such other documents as the Lender may reasonably request.

ARTICLE V
AFFIRMATIVE COVENANTS

The Borrower covenants and agrees with the Lender that:

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SECTION 5.01 Financial Statements. The Borrower will furnish to the Lender, as soon as available, but in any event 10 days after the end of each month, a consolidated and consolidating balance sheet of the Borrower and its Subsidiaries as at the end of such month, the related consolidated and consolidating statements of income or operations, shareholders' equity and cash flows for such fiscal quarter and for the portion of the Borrower's fiscal year then ended, in each case setting forth in comparative form, as applicable, the figures for the corresponding month of the previous fiscal year, certified by a Responsible Officer of the Borrower as fairly presenting in all material respects the financial condition, results of operations, shareholders' equity and cash flows of the Borrower and its Subsidiaries on a consolidated basis in accordance with GAAP consistently applied, subject only to normal year-end audit adjustments and the absence of notes.

SECTION 5.02 Notices. The Borrower will promptly notify the Lender of:

(a) the occurrence of any Default;

(b) any matter or development that has had or could reasonably be expected to have a Material Adverse Effect.

Each notice delivered under this Section shall be accompanied by a statement of a Responsible Officer of the Borrower setting forth the details of the occurrence requiring such notice and stating what action the Borrower has taken and proposes to take with respect thereto.

SECTION 5.03 Preservation of Existence, Etc. The Borrower will, and will cause each of its Subsidiaries to, (a) preserve, renew and maintain in full force and effect its legal existence and good standing under the Laws of the jurisdiction of its organization except in a transaction permitted by Section 6.03 or 6.04; (b) take all reasonable action to maintain all rights, licenses, permits, privileges and franchises necessary or desirable in the normal conduct of its business, except to the extent that failure to do so could not reasonably be expected to have a Material Adverse Effect; and (c) preserve or renew all of its registered patents, trademarks, trade names and service marks, the non-preservation of which could reasonably be expected to have a Material Adverse Effect.

SECTION 5.04 Maintenance of Properties. The Borrower will, and will cause each of its Subsidiaries to, (a) maintain, preserve and protect all of its properties and equipment necessary in the operation of its business in good working order and condition (ordinary wear and tear excepted) and (b) make all necessary repairs thereto and renewals and replacements thereof, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.05 Maintenance of Insurance. The Borrower will, and will cause each of its Subsidiaries to, maintain with financially sound and reputable insurance companies, reasonably appropriate insurance with respect to its material properties and business against loss or damage of the kinds customarily insured against by Persons engaged in the same or similar business, of such types and in such amounts (after giving effect to any self-insurance reasonable and customary for similarly situated Persons engaged in the same or similar businesses as the Borrower and its Subsidiaries) as are customarily carried under similar circumstances by such Persons.

SECTION 5.06 Payment of Obligations. The Borrower will, and will cause each of its Subsidiaries to, pay, discharge or otherwise satisfy as the same shall become due and payable, all of its obligations and liabilities, including Tax liabilities, unless the same are being contested in good faith by appropriate proceedings diligently conducted and adequate reserves in accordance with GAAP are being maintained by the Borrower or such Subsidiary, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.07 Compliance with Laws. The Borrower will, and will cause each of its Subsidiaries to, comply with the requirements of all Laws and all orders, writs, injunctions and decrees applicable to it or to its business or property, except to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

SECTION 5.08 Books and Records. The Borrower will, and will cause each of its Subsidiaries to, maintain proper books of record and account, in which full, true and correct entries in conformity with GAAP consistently applied shall be made of all financial transactions and matters involving the assets and business of the Borrower or such Subsidiary, as the case may be.

SECTION 5.09 Inspection Rights. The Borrower will, and will cause each of its Subsidiaries to, permit representatives and independent contractors of the Lender to visit and inspect any of its properties, to examine its corporate, financial and operating

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records, and make copies thereof or abstracts therefrom, and to discuss its affairs, finances and accounts with its directors, officers, and independent public accountants, all at the reasonable expense of the Borrower and at such reasonable times during normal business hours and as often as may be reasonably requested.

SECTION 5.10 Use of Proceeds. The Borrower will, and will cause each of its Subsidiaries to, use the proceeds of the Loans for general corporate purposes of the Borrower and its Subsidiaries not in contravention of any Law or of any Loan Document.

SECTION 5.11 Sanctions; Anti-Corruption Laws. The Borrower will maintain in effect policies and procedures designed to promote compliance by the Borrower, its Subsidiaries, and their respective directors, officers, employees, and agents with applicable Sanctions and with the FCPA and any other applicable anti-corruption laws.

SECTION 5.12 Cooperation. The Borrower will promptly cooperate with all reasonable requests for information in connection with Lender's diligence efforts with respect to the Combination LOI.

ARTICLE VI
NEGATIVE COVENANTS

The Borrower covenants and agrees with the Lender that:

SECTION 6.01 Indebtedness. The Borrower will not, nor will it permit any Subsidiary to, create, incur, assume or suffer to exist any Indebtedness, except:

(a) Indebtedness under the Loan Documents;

(b) Indebtedness to G Response Aid FZCO in an amount not to exceed $500,000;

(c) Indebtedness owed by G Response Aid FZCO to SHIPA Investment LLC in a principal amount not to exceed $9,500,000;

(d) Indebtedness in respect of capital leases, synthetic leases and purchase money obligations for fixed or capital assets; provided that the aggregate amount of all such Indebtedness at any time outstanding shall not exceed $500,000;

(e) unsecured Indebtedness in an aggregate principal amount not exceeding $500,000 at any time outstanding.

SECTION 6.02 Liens. The Borrower will not, nor will it permit any Subsidiary to, create, incur, assume or suffer to exist any Lien upon any of its property, assets or revenues, whether now owned or hereafter acquired, other than:

(a) Liens under the Collateral Documents;

(b) Liens securing capital leases, synthetic leases and purchase money obligations for fixed or capital assets; provided that the aggregate amount of all such Indebtedness at any time outstanding shall not exceed $500,000; and

(c) Liens securing obligations in an aggregate amount not exceeding $250,000 at any time outstanding.

SECTION 6.03 Fundamental Changes. The Borrower will not, nor will it permit any Subsidiary to, merge, dissolve, liquidate, consolidate with or into another Person, or Dispose of (whether in one transaction or in a series of transactions) a material portion of its assets outside the ordinary course of business other than the proposed combination with Lender except as approved in advance and in writing by Lender.

SECTION 6.04 Dispositions. The Borrower will not, and will not permit any Subsidiary to, make any Disposition or enter into any agreement to make any Disposition, except:

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(a) Dispositions of obsolete or worn out property, whether now owned or hereafter acquired, in the ordinary course of business;

(b) Dispositions of inventory and Investments in the ordinary course of business;

(c) Sublicenses entered into in the ordinary course of businesses approved in advance and in writing by Lender, which approval shall not be unreasonably withheld;

(d) Dispositions by the Borrower and its Subsidiaries not otherwise permitted under this Section; provided that the aggregate book value of all property Disposed of pursuant to this clause (c) in any fiscal year shall not exceed $500,000.

SECTION 6.05 Restricted Payments. The Borrower will not, and will not permit any Subsidiary to, declare or make, directly or indirectly, any Restricted Payment, or incur any obligation (contingent or otherwise) to do so, except that, so long as no Default shall have occurred and be continuing at the time of any action described below or would result therefrom:

(a) each Subsidiary may make Restricted Payments to the Borrower and any other Person that owns an Equity Interest in such Subsidiary, ratably according to their respective holdings of such Equity Interests in respect of which such Restricted Payment is being made; and

(b) the Borrower and each Subsidiary may declare and make dividend payments or other distributions payable solely in common Equity Interests of such Person.

SECTION 6.06 Investments. The Borrower will not, and will not permit any Subsidiary to, make any Investments, except:

(a) Investments held by the Borrower or such Subsidiary in the form of cash equivalents; and

(b) such other Investments as Lender agrees in advance in writing.

SECTION 6.07 Transactions with Affiliates. The Borrower will not, and will not permit any Subsidiary to, enter into any transaction of any kind with any Affiliate of the Borrower, whether or not in the ordinary course of business, other than on fair and reasonable terms substantially as favorable to the Borrower or such Subsidiary as would be obtainable by the Borrower or such Subsidiary at the time in a comparable arm's-length transaction with a Person other than an Affiliate; provided that the foregoing restriction shall not apply to (a) transactions between or among the Borrower and any of its Subsidiaries or between and among any Subsidiaries, (b) Restricted Payments permitted by Section 6.05 and (c) Investments permitted by Section 6.06.

SECTION 6.08 Certain Restrictive Agreements. The Borrower will not, and will not permit any Subsidiary to, enter into any Contractual Obligation (other than this Agreement or any other Loan Document) that, directly or indirectly, (a) limits the ability of (i) any Subsidiary to make Restricted Payments to the Borrower or to otherwise transfer property to the Borrower, (ii) any Subsidiary to guarantee Indebtedness of the Borrower, (iii) Borrower or any Subsidiary to consummate the transactions contemplated by the Combination LOI, (iv) the Borrower or any Subsidiary to create, incur, assume or suffer to exist Liens on property of such Person to secure the Obligations; provided that this clause (iv) shall not prohibit any negative pledge incurred or provided in favor of any holder of Indebtedness permitted under Section 6.01(d) solely to the extent that any such negative pledge relates to the property financed by or the subject of such Indebtedness; or (b) requires the grant of a Lien to secure an obligation of such Person if a Lien is granted to secure another obligation of such Person.

SECTION 6.09 Changes in Nature of Business. The Borrower will not, and will not permit any Subsidiary to, engage to any material extent in any business other than those businesses conducted by the Borrower and its Subsidiaries on the date hereof or any business reasonably related or incidental thereto or representing a reasonable expansion thereof.

SECTION 6.10 Restriction on Use of Proceeds. The Borrower will not use the proceeds of any Credit Extension, whether directly or indirectly, and whether immediately, incidentally or ultimately, to purchase or carry Margin Stock, or to extend credit to others for the purpose of purchasing or carrying Margin Stock or to refund indebtedness originally incurred for such purpose.

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SECTION 6.11 Sanctions; Anti-Corruption Use of Proceeds. The Borrower will not, directly or indirectly, use the proceeds of the Loans, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person, (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of the FCPA or any other applicable anti-corruption law, or (ii) (A) to fund any activities or business of or with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions, or (B) in any other manner that would result in a violation of Sanctions by any Person.

ARTICLE VII
EVENTS OF DEFAULT

SECTION 7.01 Events of Default. If any of the following events (each, an "Event of Default") shall occur:

(a) the Borrower shall fail to pay any principal or interest of the Term Loan or any other Credit Extension when and as the same shall become due and payable, whether at the due date thereof or at a date fixed for prepayment thereof or otherwise , and such failure shall continue unremedied for a period of three (3) or more Business Days;

(b) the Borrower shall fail to pay any other amounts payable under this Agreement or under any other Loan Document, when and as the same shall become due and payable, and such failure shall continue unremedied for a period of three (3) or more Business Days;

(c) the Borrower shall fail to comply with any Combination LOI Binding Provisions;

(d) any representation or warranty made or deemed made by or on behalf of the Borrower in or in connection with this Agreement, any other Loan Document or the Combination LOI, or any amendment or modification hereof or thereof, or any waiver hereunder or thereunder, or in any report, certificate, financial statement or other document furnished pursuant to or in connection therewith, or any waiver hereunder or thereunder, shall prove to have been incorrect in any material respect (or, in the case of any such representation or warranty under this Agreement, any other Loan Document or Combination LOI already qualified by materiality, such representation or warranty shall prove to have been incorrect) when made or deemed made;

(e) the Borrower shall fail to observe or perform any covenant, condition or agreement;

(f) Subsidiary shall fail to make any payment when due (whether by scheduled maturity, required prepayment, acceleration, demand, or otherwise) in respect of any Indebtedness (other than Indebtedness under the Loan Documents) having an aggregate principal amount of more than $1,000,000, in each case beyond the applicable grace period with respect thereto, if any; or (ii) the Borrower or any Subsidiary shall fail to observe or perform any other material agreement or condition relating to any such Indebtedness or contained in any instrument or agreement evidencing, securing or relating thereto, or any other event occurs, the effect of which default or other event is to cause, or to permit the holder or holders or beneficiary or beneficiaries of such Indebtedness (or a trustee or agent on behalf of such holder or holders or beneficiary or beneficiaries) to cause, with the giving of notice if required, such Indebtedness to become due or to be repurchased, prepaid, defeased or redeemed (automatically or otherwise), or an offer to repurchase, prepay, defease or redeem such Indebtedness to be made, prior to its stated maturity; provided that this clause (f)(ii) shall not apply to secured Indebtedness that becomes due as a result of the voluntary sale or transfer of the property or assets securing such Indebtedness, if such sale or transfer is permitted hereunder and under the documents providing for such Indebtedness and such Indebtedness is repaid when required under the documents providing for such Indebtedness;

(g) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of the Borrower or any of its Subsidiaries or its debts, or of a substantial part of its assets, under any Debtor Relief Law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator,

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conservator or similar official for the Borrower or any of its Subsidiaries or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for a period of 60 or more days or an order or decree approving or ordering any of the foregoing shall be entered;

(h) the Borrower or any of its Subsidiaries shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any Debtor Relief Law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (g) of this Section, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for the Borrower or any of its Subsidiaries or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing;

(i) the Borrower or any of its Subsidiaries shall become unable, admit in writing its inability or fail generally to pay its debts as they become due;

(j) there is entered against the Borrower or any Subsidiary (i) a final judgment or order for the payment of money in an aggregate amount (as to all such judgments and orders) exceeding $250,000 (to the extent not covered by independent third-party insurance as to which the insurer has been notified of such judgment or order and has not denied or failed to acknowledge coverage), or (ii) a non-monetary final judgment or order that, either individually or in the aggregate, has or could reasonably be expected to have a Material Adverse Effect and, in either case, (A) enforcement proceedings are commenced by any creditor upon such judgment or order, or (B) there is a period of 30 consecutive days during which a stay of enforcement of such judgment, by reason of a pending appeal or otherwise, is not in effect;

(k) a Change of Control shall occur; or

(l) any material provision of any Loan Document, or Combination LOI Binding Provision at any time after its execution and delivery and for any reason other than as expressly permitted hereunder or thereunder or satisfaction in full of all Obligations, ceases to be in full force and effect; or the Borrower or any other Person contests in writing the validity or enforceability of any provision of any Loan Document or Combination LOI Binding Provision; or the Borrower denies in writing that it has any or further liability or obligation under any Loan Document, or purports in writing to revoke, terminate or rescind any Loan Document or the Combination LOI;

then, and in every such event (other than an event with respect to the Borrower described in clause (g) or (h) of this Section), and at any time thereafter during the continuance of such event, Lender shall, by notice to the Borrower, take any or all of the following actions, at the same or different times:

(i) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other Obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and

(ii) exercise all rights and remedies available to it under the Loan Documents and Applicable Law;

provided that, in case of any event with respect to the Borrower described in clause (g) or (h) of this Section, the principal of the Loans then outstanding, together with accrued interest thereon and all fees and other Obligations accrued hereunder, shall automatically become due and payable without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VIII
MISCELLANEOUS

SECTION 8.01 Notices; Public Information.

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(a) Notices Generally. Except in the case of notices and other communications expressly permitted to be given by telephone (and except as provided in paragraph (b) below), all notices and other communications provided for herein shall be in writing and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by facsimile or email as follows:

(i) if to the Borrower, to it at:

c/o AiPharma Global Holdings LLC
14th Floor, One JLT
Jumeirah Lakes Towers
Dubai 103805
UAE

(ii) if to a Lender, to it at:

Aditxt, Inc.
737 N. Fifth Street, Suire 200
Richmond, VA, 23219
Attn: Corinne Pankovcin and Thomas Farley

Notices sent by hand or overnight courier service, or mailed by certified or registered mail, shall be deemed to have been given when received; notices sent by facsimile shall be deemed to have been given when sent (except that, if not given during normal business hours for the recipient, shall be deemed to have been given at the opening of business on the next business day for the recipient). Notices delivered through electronic communications, to the extent provided in paragraph (b) below, shall be effective as provided in said paragraph (b).

SECTION 8.02 Waivers; Amendments. No failure or delay by the Lender in exercising any right, remedy, power or privilege hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, remedy, power or privilege, or any abandonment or discontinuance of steps to enforce such a right remedy, power or privilege, preclude any other or further exercise thereof or the exercise of any other right remedy, power or privilege. The rights, remedies, powers and privileges of the Lender hereunder and under the Loan Documents and Combination LOI are cumulative and are not exclusive of any rights, remedies, powers or privileges that any such Person would otherwise have.

SECTION 8.03 Expenses; Indemnity; Damage Waiver.

(a) Indemnification by the Borrower. The Borrower shall indemnify the Lender and each Related Party (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses (including the fees, charges and disbursements of any counsel for any Indemnitee), and shall indemnify and hold harmless each Indemnitee from all fees and time charges and disbursements for attorneys who may be employees of any Indemnitee, incurred by any Indemnitee or asserted against any Indemnitee by any Person (including the Borrower) arising out of, in connection with, the occurrence of any Event of Default.

(b) Waiver of Consequential Damages, Etc. To the fullest extent permitted by Applicable Law, the Borrower shall not assert, and hereby waives, any claim against any Indemnitee, on any theory of liability, for special, indirect, consequential or punitive damages (as opposed to direct or actual damages) arising out of, in connection with, or as a result of, this Agreement, any other Loan Document.

(c) Payments. All amounts due under this Section shall be payable promptly after demand therefor.

(d) Survival. Each party's obligations under this Section shall survive the termination of the Loan Documents and payment of the obligations hereunder.

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SECTION 8.04 Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder.

SECTION 8.05 Survival. All covenants, agreements, representations and warranties made by the Borrower herein and in any Loan Document or other documents delivered in connection herewith or therewith or pursuant hereto or thereto shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery hereof and thereof and the making of the Credit Extensions hereunder, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Lender may have had notice or knowledge of any Default at the time of any Credit Extension, and shall continue in full force and effect as long as any Loan or any other Obligation hereunder shall remain unpaid and this Agreement has been terminated. The provisions of Sections 8.03, 8.15 shall survive and remain in full force and effect regardless of the consummation of the transactions contemplated hereby, the payment in full of the Obligations and the termination of this Agreement or any provision hereof.

SECTION 8.06 Counterparts; Integration; Effectiveness; Electronic Execution.

(a) Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and the other Loan Documents constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Lender and Lender shall have received counterparts hereof that, when taken together, bear the signatures of each of the other parties hereto. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

(b) Electronic Execution of Loan Documents. The words "execution," "signed," "signature," and words of like import in this Agreement and the other Loan Documents including any Assignment and Assumption shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any Applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 8.07 Severability. If any provision of this Agreement or the other Loan Documents is held to be illegal, invalid or unenforceable, (a) the legality, validity and enforceability of the remaining provisions of this Agreement and the other Loan Documents shall not be affected or impaired thereby and (b) the parties shall endeavor in good faith negotiations to replace the illegal, invalid or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the illegal, invalid or unenforceable provisions. The invalidity of a provision in a particular jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

SECTION 8.08 Right of Setoff. If an Event of Default shall have occurred and be continuing, the Lender is hereby authorized at any time and from time to time, to the fullest extent permitted by Applicable Law, to set off and apply any and all deposits (general or special, time or demand, provisional or final, in whatever currency) at any time held, and other obligations (in whatever currency) at any time owing, by the Lender, to or for the credit or the account of the Borrower against any and all of the obligations of the Borrower now or hereafter existing under this Agreement or any other Loan Document to the Lender or its Affiliates, irrespective of whether or not Lender shall have made any demand under this Agreement or any other Loan Document and although such obligations of the Borrower may be contingent or unmatured or are owed to an Affiliate of Lender.

SECTION 8.09 Governing Law; Dispute Resolution; Etc.

(a) Governing Law. This Agreement and the other Loan Documents and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement or any other Loan Document (except, as to any other Loan Document, as expressly set forth therein) and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of Delaware.

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(b) Service of Process. Each party hereto irrevocably consents to service of process in the manner provided for notices in Section 8.01. Nothing in this Agreement will affect the right of any party hereto to serve process in any other manner permitted by Applicable Law.

(c) Dispute Resolution.

(i) Except for Lender's non-judicial foreclosure of any security interests in real or personal property, exercise of self-help remedies (including, without limitation, set-off), appointment of a receiver and temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions) (collectively, the "Secured Creditor Remedies"), any dispute arising out of or in connection with this Agreement or the other Loan Documents, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.

(ii) The number of arbitrators shall be three (3). Each party or "side" in the dispute shall nominate one (1) arbitrator, and the two party-nominated arbitrators shall nominate a third arbitrator, who shall serve as presiding arbitrator. Parties who are Affiliates shall be considered one side. In the event the parties cannot agree on the composition of two separate "sides" for the purposes of constituting the arbitral tribunal, and the then the LCIA Court shall determine the composition of the sides, and the arbitral tribunal shall be nominated as set forth above.

(iii) The seat, or legal place, of arbitration shall be New York, New York, USA.

(iv) The governing law of the contract shall be the substantive law of Delaware.

(v) The language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall be confidential.

(vi) Each party must bear its own costs in connection with any dispute, provided however that: (i) all interim expenses or fees payable to arbitrators or institutions conducting an arbitration must be shared equally by the parties interested in the dispute (and to the extent parties to the dispute are Affiliates, they shall be deemed to be one party for the purposes of allocation of such interim expenses); and (ii) the arbitral tribunal may apportion arbitration costs, including legal fees, as part of the arbitral award.

(vii) Notwithstanding any provision of this Section 8.09(c), nothing in this Section 8.09(c) prevents any party from applying to a court of competent jurisdiction: (i) for injunctive relief, a preservation order or other interim relief; (ii) to seek recognition and enforcement of any arbitral award or determination made under this Agreement; or (iii) to aid in Lender's enforcement of any Secured Creditor Remedies.

(viii) Notwithstanding any of the foregoing provisions of this Section 8.09(c), the arbitral tribunal shall have the power to order consolidation of any other dispute, controversy, difference or claim arising between the parties in relation to or connected with this Agreement and which is already the subject of existing arbitration proceedings, unless the parties otherwise agree in writing.

(ix) Notwithstanding the existence of any dispute or the conduct of any arbitration proceedings pursuant to this Agreement, this Agreement shall remain in full force and effect and the parties must continue to perform their obligations hereunder.

SECTION 8.10 WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES

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THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 8.11 Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 8.12 PATRIOT Act. Lender hereby notifies the Borrower that, pursuant to the requirements of the PATRIOT Act, it may be required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow Lender to identify the Borrower in accordance with the PATRIOT Act.

SECTION 8.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under Applicable Law (collectively, "charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Lender holding such Loan in accordance with Applicable Law, the rate of interest payable in respect of such Loan hereunder, together with all charges payable in respect thereof, shall be limited to the Maximum Rate.

SECTION 8.14 Payments Set Aside. To the extent that any payment by or on behalf of the Borrower is made to the Lender or the Lender exercises its right of setoff, and such payment or the proceeds of such setoff or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required (including pursuant to any settlement entered into by the Lender in its discretion) to be repaid to a trustee, receiver or any other party, in connection with any proceeding under any Debtor Relief Law or otherwise, then to the extent of such recovery, the obligation or part thereof originally intended to be satisfied shall be revived and continued in full force and effect as if such payment had not been made or such setoff had not occurred.

SECTION 8.15 Co-Borrower Provisions. If there is more than one Borrower under this Agreement, each Borrower agrees that (i) each Borrower is jointly and severally, directly, and primarily liable to Bank for payment in full of the Obligations and that such liability is independent of the duties, obligations and liabilities of the other Borrower(s), and (ii) unless otherwise expressly provided herein, each and every reference to the term "Borrower" in this Agreement shall mean and refer to each such Borrower, and all undertakings, agreements, warranties, covenants, liabilities and obligations of each Borrower, and all rights, powers and authorities given to or conferred upon Lender hereunder, shall apply to each Borrower severally and to all of them jointly. This Agreement and the other Loan Documents are a primary and original obligation of each Borrower, are not the creation of a surety relationship, and are an absolute, unconditional, and continuing promise of payment and performance which shall remain in full force and effect without respect to future changes in conditions, including any change of law or any invalidity or irregularity with respect to this Agreement and the other Loan Documents. Each Borrower acknowledges that the obligations of such Borrower undertaken herein might be construed to consist, at least in part, of the guaranty of obligations of persons or entities other than such Borrower (including any other Borrower party hereto) and, in full recognition of that fact, each Borrower consents and agrees that Lender may, at any time and from time to time, without notice or demand, whether before or after any actual or purported termination, repudiation, or revocation of this Agreement and the other Loan Documents by any one or more Borrowers, and without affecting the enforceability or continuing effectiveness hereof as to each Borrower: (i) supplement, restate, modify, amend, increase, decrease, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Obligations or any part thereof, including any increase or decrease of the rate(s) of interest thereon; (ii) supplement, restate, modify, amend, increase, decrease or waive, or enter into or give any agreement, approval, or consent with respect to, the Obligations or any part thereof, or any of this Agreement or the other Loan Documents or any additional security or guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder; (iii) accept new or additional instruments, documents or agreements in exchange for or relative to this Agreement or any of the other Loan Documents or the Obligations or any part thereof; (iv) accept partial payments on the Obligations; (v) receive and hold additional security or guaranties for the Obligations or any part thereof; (vi) release, reconvey, terminate, waive, abandon, fail to perfect, subordinate, exchange, substitute, transfer, or enforce any security or guaranties, and apply any security and direct the order or manner of sale thereof as Lender in its sole and absolute discretion may determine; (vii) release any Person from any personal liability with respect to the Obligations or any part thereof; (viii) settle, release on terms satisfactory to Lender or by operation of applicable laws, or otherwise liquidate or enforce any Obligations and any security therefor or guaranty thereof in any manner, consent to the transfer of any security and bid and purchase at any sale; or (ix) consent to the merger, change, or any other restructuring or termination of the corporate or partnership existence of any Borrower or any other Person,

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and correspondingly restructure the Obligations, and any such merger, change, restructuring, or termination shall not affect the liability of any Borrower or the continuing effectiveness hereof, or the enforceability hereof with respect to all or any part of the Obligations.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands

By: /s/ Alessandro Gadotti
Name: Alessandro Gadotti
Title: Authorized Representative

AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong

By: /s/ Alessandro Gadotti
Name: Alessandro Gadotti
Title: Authorized Representative

ADITXT, INC., a Delaware corporation

By: /s/ Amro Albanna
Name: Amro Albanna
Title: Chief Executive Officer

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Exhibit 10.6

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of August 27, 2021, is made by AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong ("Grantor") in favor of ADITXT, INC., a Delaware corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Secured Party extended certain financial accommodations to AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company, AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands and Grantor (individually and collectively, "Company"), pursuant to the Secured Credit Agreement, of even date herewith (as amended, the "Credit Agreement").

B. Grantor has directly benefited from the financial accommodations provided to Company and, in order to induce Lender to provide such accommodations, Grantor has agreed to grant to Secured Party a continuing security interest in the Collateral (defined below) in order to secure the prompt and complete payment, observance and performance of the Obligations (defined below).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and incorporating the recitals set forth above, Grantor hereby jointly and severally represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Terms defined in the Delaware Uniform Commercial Code (the "UCC") and not otherwise defined in this Agreement shall have the meanings defined for those terms in the UCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Collateral" means and includes all present and future right, title and interest of Grantor in or to any of the following assets to the maximum extent permitted by applicable law:

(1) accounts; and

(2) all books and records, proceeds and products of the foregoing.

"Event of Default" shall occur upon the occurrence of an "Event of Default" under the Credit Agreement.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents.

"Loan Documents" has the meaning given to it in the Credit Agreement.

"Obligations" has the meaning given to it in the Credit Agreement.

"Person" means any individual, corporation, joint venture, limited liability company, partnership, trust, unincorporated organization or governmental entity or agency.

2. Security Agreement. For valuable consideration, Grantor hereby assigns and pledges to Secured Party, and grants to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of the Obligations. Grantor authorizes Secured Party to file on behalf of Grantor any financing statement, amendment thereto or continuation thereof.

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3. Rights Upon Event of Default. Upon the occurrence of an Event of Default, Lender may from time to time, without notice of election and without demand, enter upon any premises where Collateral is located; and exercise any or all rights and remedies available under the Loan Documents, at law and/or in equity including, without limitation, the rights and remedies of a secured party under the UCC. The rights and remedies of Lender under this Agreement and the other Loan Documents shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided by Law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any default on Grantors' part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election or acquiescence.

4. Waivers and Consents. Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, and without affecting the enforceability of this Agreement:

a) supplement, modify, amend, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Obligations or any part thereof;

b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof or the Loan Documents or any additional guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder;

c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Obligations or any part thereof;

d) accept partial payments on the Obligations;

e) release Company, any guarantor or any other Person from any liability with respect to the Obligations or any part thereof;

f) settle, release on terms satisfactory to Secured Party or by operation of applicable laws or otherwise liquidate or enforce any Obligations or guaranty therefor in any manner; and

g) consent to the merger, change or any other restructuring or termination of the corporate existence of Company, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Grantor.

Secured Party may enforce this Agreement independently of any other remedy Secured Party at any time may have or hold in connection with the Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of Grantor or any other Person or to proceed upon or against and/or exhaust any remedy before proceeding to enforce this Agreement. Grantor expressly waives, any right to require Secured Party to marshal assets in favor of Grantor or any other Person or to proceed against any other Person, and agrees that Secured Party may proceed against any Person in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against Company and Grantor, whether action is brought or prosecuted with respect to any other Person, or whether any other Person is joined in any such action or actions. Grantor agrees that Secured Party and Company and any other Person may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of Company or any other Person or otherwise, all as though such amount had not been paid. The enforceability of this Agreement at all times shall remain effective even though the Obligations, including any part thereof may be or hereafter may become invalid or otherwise unenforceable as against Company or any other Person and whether or not Company or any other Person shall have any personal liability with respect thereto. Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (i) any disability or other defense of Company or any other Person with respect to the Obligations, (ii) the cessation for any cause whatsoever of the liability of Company or any other Person (other than by reason of the full payment and performance of all Obligations), (iii) any failure of Secured Party to marshal assets in favor of Grantor or any other Person, (iv) any act or omission of Secured Party or others that directly or indirectly

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results in or aids the discharge or release of Company or any other Person or the Obligations, (v) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (vi) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, or (vii) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding. Except as provided herein, Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Obligations, except for those arising from or relating to the gross negligence or willful misconduct of Secured Party.

5. Condition of Company. Grantor represents and warrants to Secured Party that it has established adequate means of obtaining from the Company, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of the Company and its assets, and Grantor now is and hereafter will be completely familiar with the business, operations and condition (financial and otherwise) of the Company and its assets. Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party to disclose to Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of the Company and its assets, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Obligations, Secured Party need not inquire into the powers of Company, or the officers or employees acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

6. Waiver of Rights of Subrogation. Until all of the Obligations have been paid and performed in full, notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which Grantor is a party, Grantor hereby waives with respect to the Company, its successors and assigns (including any surety) and any other Person any and all rights at law or in equity, to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which Grantor may have or hereafter acquire against Company in connection with or as a result of Grantor's execution, delivery and/or performance of this Agreement or any other Loan Document to which Grantor is a party.

7. Waiver of Discharge. Without limiting the generality of the foregoing, Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment.

8. Understandings with Respect to Waivers and Consents. Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantor otherwise may have against Company, Secured Party or others and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

9. Miscellaneous Provisions. Article VIII of the Credit Agreement is hereby incorporated herein by this reference *mutatis mutandis.* Without limiting the foregoing, Grantor agrees that this Agreement shall be interpreted in accordance with Delaware law and that any dispute will be determined by and arbitral tribunal in accordance with Section 8.09(c) of the Credit Agreement on the “side” of the Borrower.

[Signature page follows]

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IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

Acknowledged and accepted:

"Secured Party"

ADITXT, INC., a Delaware corporation

By: */s/ Amro Albanna*
Name: Amro Albanna
Title: Chief Executive Officer

[Signature Page to Security Agreement – DE Law]

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Exhibit 10.7

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement"), dated as of August 27, 2021, is made by AIPHARMA LIMITED, a company formed under the laws of the British Virgin Islands ("Grantor") in favor of ADITXT, INC., a Delaware corporation ("Secured Party"), with reference to the following facts:

RECITALS

A. Secured Party extended certain financial accommodations to AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company, AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands and AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong (individually and collectively, "Company"), pursuant to the Secured Credit Agreement, of even date herewith (as amended, the "Credit Agreement").

B. Grantor has directly benefited from the financial accommodations provided to Company and, in order to induce Lender to provide such accommodations, Grantor has agreed to grant to Secured Party a continuing security interest in the Collateral (defined below) in order to secure the prompt and complete payment, observance and performance of the Obligations (defined below).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and incorporating the recitals set forth above, Grantor hereby jointly and severally represents, warrants, covenants, agrees, assigns and grants as follows:

1. Definitions. Terms defined in the Delaware Uniform Commercial Code (the "UCC") and not otherwise defined in this Agreement shall have the meanings defined for those terms in the UCC. As used in this Agreement, the following terms shall have the meanings respectively set forth after each:

"Collateral" means and includes all present and future right, title and interest of Grantor in or to any of the following assets to the maximum extent permitted by applicable law:

(1) accounts;

(2) dividends and distributions, including, without limitation dividends and distributions payable by G Response Aid FZCO;

(3) all books and records, proceeds and products of the foregoing.

"Event of Default" shall occur upon the occurrence of an "Event of Default" under the Credit Agreement.

"Laws" means, collectively, all international, foreign, federal, state and local statutes, treaties, rules, regulations, ordinances, codes and administrative or judicial precedents.

"Loan Documents" has the meaning given to it in the Credit Agreement.

"Obligations" has the meaning given to it in the Credit Agreement.

"Person" means any individual, corporation, joint venture, limited liability company, partnership, trust, unincorporated organization or governmental entity or agency.

"Shareholder Direction" means the Direction Regarding Payment of Dividends attached as Exhibit A.

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2. Security Agreement. For valuable consideration, Grantor hereby assigns and pledges to Secured Party, and grants to Secured Party a security interest in, all presently existing and hereafter acquired Collateral, as security for the timely payment and performance of the Obligations. Grantor authorizes Secured Party to file on behalf of Grantor any financing statement, amendment thereto or continuation thereof.

3. Rights Upon Event of Default. Upon the occurrence of an Event of Default, Lender may from time to time, without notice of election and without demand, enter upon any premises where Collateral is located; and exercise any or all rights and remedies available under the Loan Documents, at law and/or in equity including, without limitation, the rights and remedies of a secured party under the UCC. The rights and remedies of Lender under this Agreement and the other Loan Documents shall be cumulative. Lender shall have all other rights and remedies not inconsistent herewith as provided by Law, or in equity. No exercise by Lender of one right or remedy shall be deemed an election, and no waiver by Lender of any default on Grantors' part shall be deemed a continuing waiver. No delay by Lender shall constitute a waiver, election or acquiescence. Without limiting the foregoing, upon the occurrence of an Event of Default, Lender is authorized to deliver the Shareholder Direction to G Response Aid FZCO.

4. Waivers and Consents. Grantor consents and agrees that Secured Party may, at any time and from time to time, without notice or demand, and without affecting the enforceability of this Agreement:

a) supplement, modify, amend, extend, renew, accelerate, or otherwise change the time for payment or the terms of the Obligations or any part thereof;

b) supplement, modify, amend or waive, or enter into or give any agreement, approval or consent with respect to, the Obligations or any part thereof or the Loan Documents or any additional guaranties, or any condition, covenant, default, remedy, right, representation or term thereof or thereunder;

c) accept new or additional instruments, documents or agreements in exchange for or relative to any of the Loan Documents or the Obligations or any part thereof;

d) accept partial payments on the Obligations;

e) release Company, any guarantor or any other Person from any liability with respect to the Obligations or any part thereof;

f) settle, release on terms satisfactory to Secured Party or by operation of applicable laws or otherwise liquidate or enforce any Obligations or guaranty therefor in any manner; and

g) consent to the merger, change or any other restructuring or termination of the corporate existence of Company, and correspondingly restructure the Obligations, and any such merger, change, restructuring or termination shall not affect the liability of Grantor.

Secured Party may enforce this Agreement independently of any other remedy Secured Party at any time may have or hold in connection with the Obligations, and it shall not be necessary for Secured Party to marshal assets in favor of Grantor or any other Person or to proceed upon or against and/or exhaust any remedy before proceeding to enforce this Agreement. Grantor expressly waives, any right to require Secured Party to marshal assets in favor of Grantor or any other Person or to proceed against any other Person, and agrees that Secured Party may proceed against any Person in such order as it shall determine in its sole and absolute discretion. Secured Party may file a separate action or actions against Company and Grantor, whether action is brought or prosecuted with respect to any other Person, or whether any other Person is joined in any such action or actions. Grantor agrees that Secured Party and Company and any other Person may deal with each other in connection with the Obligations or otherwise, or alter any contracts or agreements now or hereafter existing between any of them, in any manner whatsoever, all without in any way altering or affecting this Agreement. Secured Party's rights hereunder shall be reinstated and revived, and the enforceability of this Agreement shall continue, with respect to any amount at any time paid on account of the Obligations which thereafter shall be required to be restored or returned by Secured Party upon the bankruptcy, insolvency or reorganization of Company or any other Person or otherwise, all as though such amount had not been paid. The enforceability of this Agreement at all times shall remain effective even though the Obligations, including any part thereof may be or hereafter may become invalid or otherwise unenforceable as against Company or any other Person and whether or not Company or any other Person

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shall have any personal liability with respect thereto. Grantor expressly waives any and all defenses now or hereafter arising or asserted by reason of (i) any disability or other defense of Company or any other Person with respect to the Obligations, (ii) the cessation for any cause whatsoever of the liability of Company or any other Person (other than by reason of the full payment and performance of all Obligations), (iii) any failure of Secured Party to marshal assets in favor of Grantor or any other Person, (iv) any act or omission of Secured Party or others that directly or indirectly results in or aids the discharge or release of Company or any other Person or the Obligations, (v) any law which provides that the obligation of a surety or guarantor must neither be larger in amount nor in other respects more burdensome than that of the principal or which reduces a surety's or guarantor's obligation in proportion to the principal obligation, (vi) any failure of Secured Party to file or enforce a claim in any bankruptcy or other proceeding with respect to any Person, or (vii) any bankruptcy, insolvency, reorganization, arrangement, readjustment of debt, liquidation or dissolution proceeding commenced by or against any Person, including any discharge of, or bar or stay against collecting, all or any of the Obligations (or any interest thereon) in or as a result of any such proceeding. Except as provided herein, Grantor expressly waives all setoffs and counterclaims and all presentments, demands for payment or performance, notices of nonpayment or nonperformance, protests, notices of protest, notices of dishonor and all other notices or demands of any kind or nature whatsoever with respect to the Obligations, and all notices of acceptance of this Agreement or of the existence, creation or incurring of new or additional Obligations, except for those arising from or relating to the gross negligence or willful misconduct of Secured Party.

5. Condition of Company. Grantor represents and warrants to Secured Party that it has established adequate means of obtaining from the Company, on a continuing basis, financial and other information pertaining to the business, operations and condition (financial and otherwise) of the Company and its assets, and Grantor now is and hereafter will be completely familiar with the business, operations and condition (financial and otherwise) of the Company and its assets. Grantor hereby expressly waives and relinquishes any duty on the part of Secured Party to disclose to Grantor any matter, fact or thing related to the businesses, operations or condition (financial or otherwise) of the Company and its assets, whether now known or hereafter known by Secured Party during the life of this Agreement. With respect to any of the Obligations, Secured Party need not inquire into the powers of Company, or the officers or employees acting or purporting to act on its behalf, and all Obligations made or created in good faith reliance upon the professed exercise of such powers shall be secured hereby.

6. Waiver of Rights of Subrogation. Until all of the Obligations have been paid and performed in full, notwithstanding anything to the contrary elsewhere contained herein or in any other Loan Document to which Grantor is a party, Grantor hereby waives with respect to the Company, its successors and assigns (including any surety) and any other Person any and all rights at law or in equity, to subrogation, to reimbursement, to exoneration, to indemnity, to contribution, to setoff or to any other rights that could accrue to a surety against a principal, to a guarantor against a maker or obligor, to an accommodation party against the party accommodated, or to a holder or transferee against a maker and which Grantor may have or hereafter acquire against Company in connection with or as a result of Grantor's execution, delivery and/or performance of this Agreement or any other Loan Document to which Grantor is a party.

7. Waiver of Discharge. Without limiting the generality of the foregoing, Grantor hereby waives discharge by waiving all defenses based on suretyship or impairment.

8. Understandings with Respect to Waivers and Consents. Grantor warrants and agrees that each of the waivers and consents set forth herein is made after consultation with legal counsel and with full knowledge of its significance and consequences, with the understanding that events giving rise to any defense or right waived may diminish, destroy or otherwise adversely affect rights which Grantor otherwise may have against Company, Secured Party or others and that, under the circumstances, the waivers and consents herein given are reasonable and not contrary to public policy or law. If any of the waivers or consents herein are determined to be contrary to any applicable law or public policy, such waivers and consents shall be effective to the maximum extent permitted by law.

9. Miscellaneous Provisions. Article VIII of the Credit Agreement is hereby incorporated herein by this reference except that each reference therein to Borrower therein shall instead refer to Grantor *mutatis mutandis.* Without limiting the foregoing, Grantor agrees that this Agreement shall be interpreted in accordance with Delaware law and that any dispute will be determined by and arbitral tribunal in accordance with Section 8.09(c) of the Credit Agreement on the "side" of the Borrower.

[Signature page follows]

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IN WITNESS WHEREOF, Grantor has executed this Agreement by its duly authorized officer as of the date first written above.

"Grantor"

AIPHARMA LIMITED, a company formed under the laws of the British Virgin Islands

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

Acknowledged and accepted:

"Secured Party"

ADITXT, INC., a Delaware corporation

By: */s/ Amro Albanna*
Name: Amro Albanna
Title: Chief Executive Officer

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Exhibit 10.8

Security Agreement

Dated 27 August 2021

AiPharma Limited

(as Chargor)

and

Aditxt Inc

(as Chargee)

Maples and Calder
Kingston Chambers PO Box 173 Road Town Tortola VG1110 British Virgin Islands
Tel +1 284 852 3000 Fax +1 284 852 3097 maples.com

This Security Agreement is made on ___ August 2021

Between:

(1) AiPharma Limited, a company incorporated in the British Virgin Islands, the registered office of which is at Jayla Place, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "**Chargor**"); and

(2) Aditxt Inc, of 737 N.Fifth Street, Suite 200, Richmond, VA 23219 (the "**Chargee**").

Whereas:

(A) Pursuant to the Credit Agreement (as defined below), the Chargee has agreed to extend credit in the form of a term loan to the Borrowers subject to the terms and conditions set out in the Credit Agreement.

(B) It is a condition precedent of the Credit Agreement that the Chargor enter into this Security Agreement.

It is agreed as follows**:**

1 Definitions and Interpretation

1.1 In this Security Agreement (except where the context otherwise requires) words and expressions shall have the same meanings assigned to them as defined in the Credit Agreement and the following words and expressions shall have the following meanings:

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"Accounts"	means all interests and rights (if any) present or future in or to any money at any time standing to the credit of any bank or other account with any bank, building society, financial institution or other person;
"Affiliates"	has the meaning given to such term in the Credit Agreement;
"BCA"	means the BVI Business Companies Act (as amended);
"Borrowers"	means AiPharma Global Holdings LLC, AiPharma Asia Limited and AiPharma Holdings Limited;
"Business Day"	means any day that is not a Saturday, Sunday or other day that is a legal holiday under the laws of the State of Delaware or the British Virgin Islands;
"Charged Property"	means all Investment Rights, Debts and Accounts and all other assets, property and undertaking for the time being subject to the security interests purported to be created by this Security Agreement. References to the Charged Property include references to any part of it;

"Debts"	means, in relation to the Chargor, all debts and other sums of money owed to it now or in the future, including all book and other debts, revenues and monetary claims and all rights, benefits and advantages now or at any time in the future deriving from or incidental to the Debts;
"Event of Default"	has the meaning given to such term under the Credit Agreement;
"Credit Agreement"	means the secured credit agreement dated on or about the date hereof between, the Borrowers and the Chargee;
"Indebtedness"	means any obligation for the payment or repayment of money in any currency, whether present or future, actual or contingent, joint or several, whether incurred as principal or surety or in any other way whatever, and including principal, interest, commission, fees and other charges;
"Insolvency Act"	means the BVI Insolvency Act, 2003 (as amended);
"Investment Rights"	means all: (a) dividends, distributions, interest and other income paid or payable, now or in the future, in relation to any shares, equity interests or other securities (howsoever described) held by the Chargor, including, without limitation, the equity interests held by the Company in the JV Subsidiary; (b) rights and benefits, now or in the future, of the Company to receive any sums related to, or in respect of, the assets described at (a) above;
"JV Subsidiary"	means G Response Aid FZCO, a company incorporated in the Jebel Ali Free Zone, Dubai, United Arab Emirates;
"Liability"	means any liability, damage, loss, cost, claim or expense of any kind or nature, whether direct, indirect, special, consequential or otherwise;

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"Receiver"	has the meaning given to it in Clause 9;
"Registry"	means the Registry of Corporate Affairs in the British Virgin Islands;
"Secured Obligations"	has the meaning given to the term "Obligations" in the Credit Agreement and references to the Secured Obligations include references to any part of the Secured Obligations;
"Security Interest"	means any mortgage, charge, pledge, lien, encumbrance, right of set off or any security interest, howsoever created or arising; and
"Shareholder Direction"	means a direction to the JV Subsidiary in the form attached to this Security Agreement at Schedule 1.

1.2 In this Security Agreement:

(a) any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Security Agreement;

(b) the clause headings are included for convenience only and shall not affect the interpretation of this Security Agreement;

(c) use of the singular includes the plural and vice versa;

(d) use of any gender includes the other gender;

(e) any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

(f) references to this Security Agreement or any other document or agreement are to be construed as references to this Security Agreement or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Security Agreement or such other document or to the nature or amount of any facilities made available under such other document;

(g) indebtedness due, owing or incurred under the Credit Agreement shall include all moneys, obligations and liabilities due, owing or incurred in respect of any variations or increases in the amount or composition of the facilities provided for therein or the obligations and liabilities imposed thereunder; and

(h) references to a "**person**" shall be construed so as to include any individual, firm, company or other body corporate, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality); and in each case, its successors and assigns and persons deriving title under or through it, in whole or in part, and any person which replaces any party to any document in its respective role thereunder, whether by assuming the rights and obligations of the party being replaced or whether by executing a document in or substantially in the form of the document it replaces.

1.3 If any conflict arises between the covenants and undertakings in this Security Agreement and the corresponding covenants and undertakings in the Credit Agreement, the covenants and undertakings given in the Credit Agreement shall prevail.

1.4 The Recitals and Schedules form part of this Security Agreement and shall have effect as if set out in full in the body of this Security Agreement and any reference to this Security Agreement includes the Recitals and Schedules.

2 Covenant to Pay

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2.1 The Chargor hereby covenants that it will, on the Chargee's written demand, pay or discharge to the Chargee all Indebtedness now or in the future due and payable, owing or incurred by it or the Borrowers under or in connection with the Credit Agreement, whether on or after such demand and including any Indebtedness (secured or unsecured) of the Chargor to a third party which has been subsequently assigned or novated.

2.2 The making of one demand shall not preclude the Chargee from making any further demands.

3 Grant of Security

3.1 The Chargor, as legal and beneficial owner, charges in favour of the Chargee by way of first fixed charge as a continuing security for the payment and discharge of the Secured Obligations all its right, title, interest and benefit present and future in, to and under:

(a) all Investment Rights;

(b) all Debts; and

(c) all Accounts.

3.2 The Chargor, as legal and beneficial owner, and as security for the payment and discharge of the Secured Obligations charges in favour of the Chargee by way of first floating charge, any and all rights, assets and other property comprising the Charged Property, both present and future.

3.3 The Chargor, as legal and beneficial owner, and as security for the payment and discharge of the Secured Obligations assigns by way of security to the Chargee, any and all rights it has in respect of the Charged Property, both present and future.

3.4 Priority:

(a) Any fixed Security Interest created by a Chargor and subsisting in favour of the Chargee shall (save as the Chargee may otherwise declare at or after the time of its creation) have priority over the floating charge created by Clause 3.3; and

(b) Any Security Interest created in the future by a Chargor (except in favour of the Chargee) shall be expressed to be subject to this Security Agreement and shall rank in order of priority behind the charges created by this Security Agreement.

3.5 Any receipt, release or discharge of any security interest created by this Security Agreement or of any liability arising under this Security Agreement may be given by the Chargee in accordance with the provisions of this Security Agreement and shall not release or discharge the Chargor from any liability owed to the Chargee for the same or any other monies which may exist independently of this Security Agreement. Where such receipt, release or discharge relates to only part of the Secured Obligations such receipt, release or discharge shall not prejudice or affect any other part of the Secured Obligations nor any of the rights and remedies of the Chargee under this Security Agreement nor any of the obligations of the Chargor under this Security Agreement.

3.6 Upon the payment or discharge of all Secured Obligations and the Chargee having no further obligation (whether actual or contingent) to make advances or provide other financial accommodation or otherwise, the Chargee shall on request by the Chargor (at the Chargor's cost) release the Charged Property from the security interests and discharge the obligations of the Chargor, created by this Security Agreement. Such release shall not prejudice the rights of the Chargee under Clause 11.4 and Clause 14.

3.7 The Chargee shall, following the release of the security interests and discharge of the obligations of the Chargor created by this Security Agreement, provide written confirmation of such release and discharge to the Chargor.

3.8 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation

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or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Chargee shall be entitled to enforce this Security Agreement as if such release, discharge or settlement had not occurred and any such payment not been made.

3.9 The restriction on the consolidation of mortgages imposed by section 35 of the Conveyancing and Law of Property Act 1961 of the British Virgin Islands (as amended) (the "**CLPA**") shall not apply to this Security Agreement and the provisions of section 40 of the CLPA shall be varied and/or extended to the extent that the provisions of this Security Agreement are inconsistent with the provisions of such section.

4 Crystallisation of Floating Charge

4.1 The Chargee may at any time by notice to the Chargor:

(a) following the occurrence of an Event of Default which is continuing; or

(b) if the Chargee considers that any of the Charged Property the subject of the floating charge granted pursuant to Clause 3.2 is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,

convert the floating charge constituted under Clause 3.2 with immediate effect into a fixed charge. Such crystallisation shall take effect over such Charged Property as may be specified in the notice. If no Charged Property is specified in the notice, the floating charge over all of the Charged Property shall be crystallised

4.2 The floating charge constituted under Clause 3.2 shall automatically and immediately (without the requirement for any notice) be converted into a fixed charge if:

(a) the Chargor creates, or attempts to create, a Security Interest without the prior written consent of the Chargee, or any trust in favour of another person over all or any part of the Charged Property;

(b) the Chargor disposes or attempts to dispose of all or any part of the Charged Property other than property that is subject only to the floating charge (while the floating charge remains uncrystallised) in the ordinary course of business;

(c) any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against the Charged Property; or

(d) a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of the Chargor.

5 Covenants by the Chargor

The Chargor covenants that, for so long as any Secured Obligations remain outstanding:

5.1 it shall, collect, get in and realise all Debts and other monies owing to it in the ordinary course of its business and, immediately on receipt, pay all money so collected into a bank account held in the name of the Chargor. Each Chargor shall, pending such payment, hold all money so received upon trust for the Chargee;

5.2 it shall not purport, without the Chargee's prior written consent, to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Debts in favour of any person or do or omit to do anything which might delay or prejudice the full recovery of such Debt;

5.3 it shall:

(a) immediately after the execution of this Security Agreement, instruct its registered agent to create and maintain a Register of Charges ("**Register of Charges**") and to enter particulars of the security created pursuant to this Security Agreement in such Register of Charges, and the Chargor shall instruct its registered agent to effect registration of particulars of this Security Agreement at the Registry pursuant to section 163 of the BCA;

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(b) promptly and in any event within three (3) Business Days from and including the date of execution of this Security Agreement, deliver or procure to be delivered to the Chargee a certified copy of the updated Register of Charges recording the particulars of the security created pursuant to this Security Agreement and a confirmation in writing from the registered agent of the Chargor that the relevant application form to register the security created pursuant to this Security Agreement with the Registry has been filed with the Registry pursuant to section 163 of the BCA; and

(c) promptly and in any event within three (3) Business Days from and including the date of receipt of the same from the Registry, deliver or procure to be delivered to the Chargee the certificate of registration of charge issued by the Registry and a Registry stamped copy of the Register of Charges recording the particulars of the security created pursuant to this Security Agreement;

5.4 it shall not, except with the prior written consent of the Chargee:

(a) create, or agree or attempt to create, or permit to subsist over all or part of the Charged Property (or any interest therein) any Security Interest (except as may be created under this Security Agreement or a lien arising by operation of law in the ordinary course of the Chargor's business) or any trust over any the Charged Property whether ranking prior to, pari passu with or behind the security created in this Security Agreement;

(b) sell, assign, lease, license or sub-license, grant any interest in the Charged Property or any interest therein or attempt or agree to so dispose other than in accordance with this Security Agreement;

(c) do or permit to be done any act or thing which may prejudice the value of the Charged Property or otherwise jeopardise the security constituted by this Security Agreement;

(d) continue in a jurisdiction outside of the British Virgin Islands; or

(e) be the subject of a merger, consolidation, plan of arrangement or scheme of arrangement.

6 Representations and Warranties by the Chargor

The Chargor represents and warrants to the Chargee and undertakes that:

6.1 the Chargor is the absolute sole, legal and beneficial owner of all of the Charged Property free of all Security Interests, trusts, equities and claims whatsoever (save those under this Security Agreement);

6.2 it is duly incorporated and in good standing under the laws of the British Virgin Islands and has and will at all times have the necessary power to enter into and perform its obligations under this Security Agreement and has duly authorised the execution and delivery of this Security Agreement and the performance of its obligations hereunder;

6.3 this Security Agreement constitutes its legal, valid, binding and enforceable obligation and is a first priority security interest over the Charged Property effective in accordance with its terms;

6.4 the execution, delivery, observance and performance by the Chargor of this Security Agreement will not require the Chargor to obtain any licences, consents or approvals and will not result in any violation of any law, statute, ordinance, rule or regulation applicable to it;

6.5 no consents or approvals are required in order to grant the security interests over the Charged Property created pursuant to this Security Agreement;

6.6 it has obtained all the necessary authorisations and consents to enable it to enter into this Security Agreement and the necessary authorisations and consents will remain in full force and effect at all times during the subsistence of the security constituted by this Security Agreement;

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6.7 the execution, delivery, observance and performance by the Chargor of this Security Agreement will not constitute an event of default or trigger any enforcement under any Security Interest in the Chargor's assets;

6.8 no litigation against the Chargor is current or, to their knowledge pending or threatened; and

6.9 it is not necessary to file details of this Security Agreement anywhere in the world.

7 Power of Attorney

7.1 The Chargor, by way of security for the payment of the Secured Obligations and the performance of its obligations under this Security Agreement and the Credit Agreement, hereby irrevocably appoints each of the Chargee (whether or not a Receiver has been appointed) and any Receiver separately to be its attorney (with full power to appoint substitutes and to delegate) with power in its name and on its behalf, and as its act and deed or otherwise at any time and from time to time, to:

(a) sign, seal, execute, deliver and complete all transfers, renunciations, proxies, mandates, assignments, deeds and documents and do all acts and things which the Chargee may consider to be necessary or advisable to (i) perfect or improve its security over the Charged Property or (ii) give proper effect to the intent and purposes of this Security Agreement; or (iii) enable or assist in any way in the exercise of any right or the enforcement thereof including any power of sale of the Charged Property (whether arising under this Security Agreement or implied by statute or otherwise); and

(b) perform any other act of any description,

which may be required of the Chargor under this Security Agreement or may be deemed by such attorney necessary or desirable for any purpose of this Security Agreement or to constitute, enhance or perfect the security intended to be constituted by it or to convey or transfer legal ownership of any Charged Property.

7.2 The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this Clause.

7.3 All sums expended by the Chargee or any Receiver under this Clause shall be recoverable from the Chargor in accordance with the terms of this Security Agreement.

8 Event of Default and Enforcement

8.1 The Chargee's rights of enforcement in relation to this Security Agreement shall become immediately enforceable upon the occurrence of an Event of Default and the Chargee may in its absolute discretion enforce all or any part of the security created by this Security Agreement as it sees fit.

8.2 Upon the occurrence of an Event of Default, without prejudice to any other rights of enforcement in relation to this Security Agreement, the Chargee shall be entitled to deliver the Shareholder Direction to the JV Subsidiary.

8.3 The power of sale created by the Chargee over the Security Interests will be immediately exercisable at any time after any Security Interest created under this Security Agreement has become enforceable.

8.4 To the fullest extent permissible by law, following the occurrence of an Event of Default the Chargee may exercise any powers or rights conferred on a Receiver by this Security Agreement or by law, in relation to any part of the Charged Property without first appointing a Receiver and notwithstanding the appointment of a Receiver.

9 Receiver

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9.1 Without prejudice to the provisions of Clause 8 above, upon the occurrence of an Event of Default the Chargee may by writing without notice to the Chargor appoint one or more persons eligible to be appointed as a receiver or administrative receiver under the Insolvency Act as the Chargee thinks fit to be a receiver or administrative receiver (the "**Receiver**") in relation to the Charged Property. Where the Chargee appoints two or more persons as Receiver, the Receivers may act jointly or independently.

9.2 The Chargee may remove any Receiver it appoints, and appoint another person or other persons as Receiver or Receivers, either in the place of a Receiver it has removed, or who has otherwise ceased to act, or to act jointly with a Receiver or Receivers.

9.3 If at any time any two or more persons hold office as Receivers of the same assets or income, such Receivers may act jointly and/or severally so that each one of such Receivers shall be entitled (unless the contrary is stated in any instrument(s) appointing them) to exercise all the powers and discretions hereby conferred on Receivers individually and to the exclusion of the other or others of them.

9.4 Every such appointment or removal, and every delegation, appointment or removal by the Chargee in the exercise of any right to delegate its powers or to remove delegates, may be made in writing under the hand of any officer of the Chargee.

9.5 Every Receiver shall have the following powers:

(a) power to take possession of, collect and get in any of the Charged Property and, for that purpose, to take such proceedings as may seem to him to be expedient;

(b) without notice to, or further consent or concurrence by, the Chargor to sell or otherwise dispose of any of the Charged Property by such method, at such place and upon such terms as a Receiver may in its absolute discretion determine, with power to postpone any such sale and in any such case a Receiver may exercise any and all rights attaching to the Charged Property as the Receiver in its absolute discretion may determine and without being answerable for any loss occasioned by such sale or resulting from postponement thereof or the exercise of such rights;

(c) power to raise or borrow money and grant security over the Charged Property;

(d) power to appoint an attorney or accountant or other professionally qualified person to assist him in the performance of his functions;

(e) power to bring or defend any action or other legal proceedings in the name of and on behalf of the Chargor in respect of the Charged Property;

(f) power to refer to arbitration any question affecting the Chargor;

(g) power to effect and maintain insurances in respect of the business and assets of the Chargor;

(h) power to do all acts and execute in the name and on behalf of the Chargor any document or deed in respect of the Charged Property;

(i) power to appoint any agent to do any business which the Receiver is unable to do or which can be more conveniently done by an agent and power to employ and dismiss employees;

(j) power to do all such things (including the carrying out of works) as may be necessary for the realisation of the assets of the Chargor;

(k) power to make any payment which is necessary or incidental to the performance of his functions;

(l) power to carry on the business of the Chargor;

(m) power to establish subsidiaries of the Chargor;

(n) power to transfer to subsidiaries of the Chargor the whole or any part of the business and assets of the Chargor;

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(o) power to grant or accept a surrender of a lease of tenancy of any of the assets of the Chargor, and to take a lease or tenancy of any property required or convenient for the business of the Chargor;

(p) power to make any arrangement or compromise on behalf of the Chargor in respect of the Charged Property;

(q) power to call up any uncalled capital of the Chargor;

(r) power to rank and claim in the insolvency or liquidation of the Chargor or any person indebted to the Chargor and to receive dividends and to accede to trust deeds for the creditors of the Chargor or any person indebted to the Chargor;

(s) power to present or defend a petition for the winding up of the Chargor;

(t) power to amend the memorandum and articles of association of the Chargor and to change the situation of the Chargor's registered office; and

(u) power to do all things incidental to the exercise of the foregoing powers.

9.6 The Receiver shall be the agent of the Chargor and the Chargor alone shall be responsible for his acts and defaults and liable on any contracts made, entered into or adopted by the Receiver. The Chargee shall not be liable for the Receiver's acts, omissions, negligence or default, nor be liable on contracts entered into or adopted by the Receiver.

9.7 In making any sale or other disposal of any of the Charged Property in the exercise of their respective powers, the Receiver or the Chargee may accept by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations including, without limitation, consideration fluctuating according to or dependent upon a profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments.

9.8 Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or, failing such agreement, to be conclusively fixed by the Chargee) commensurate with the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with the current practice of such Receiver or his firm.

9.9 To the fullest extent permissible under law, the Chargee may exercise any right or power that the Receiver may exercise in relation to the enforcement of this Security Agreement.

10 Other powers exercisable by the Chargee

10.1 All powers of the Receiver conferred by this Security Agreement may be exercised by the Chargee after this Security Agreement has become enforceable.

10.2 The Chargee shall have no liability or responsibility to the Chargor arising out of the exercise or non-exercise of the powers conferred on it by this Clause, except for gross negligence or wilful default.

10.3 The Chargee need not enquire as to the sufficiency of any sums received by it in respect of any debt or claim so assigned to it or make any claim or take any other action to collect in or enforce them.

11 Application of Monies by the Chargee or a Receiver

11.1 The Chargee (and any Receiver) shall apply the monies received by it as a result of the enforcement of this Security Agreement:

(a) firstly, in payment or satisfaction of the expenses related to enforcement of this Security Agreement (including without limitation the fees and expenses of the Receiver);

(b) secondly, in meeting claims of the Chargee in respect of the Secured Obligations; and

(c) thirdly, in payment of the balance (if any) to the Chargor or any third person entitled to it.

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11.2 The Chargee shall not be liable for any loss or damage occasioned by:

(a) any sale or disposal of the Charged Property or an interest in the Charged Property; or

(b) arising out of the exercise, or failure to exercise, any of its powers under this Security Agreement; or

(c) any neglect or default to pay any instalment or accept any offer or notify the Chargor of any such neglect or default; or

(d) any other loss of whatever nature in connection with the Charged Property.

11.3 The Chargee may, at any time after demand and until the irrevocable and unconditional payment to the Chargee of all Secured Obligations, place and keep to the credit of a suspense account any money received or realised by the Chargee by virtue of this Security Agreement. The Chargee shall have no intermediate obligation to apply such money in or towards the discharge of any Secured Obligations.

11.4 The Chargee may keep any security held by it in respect of the Chargor's liability under this Security Agreement and the Credit Agreement in order to protect it against any possible claim under insolvency law for up to three years after all Secured Obligations have been satisfied. If a claim is made against the Chargee within that period, the Chargee may keep the security until that claim has finally been dealt with.

12 Protection of the Chargee and Receiver

12.1 Neither the Chargee nor any Receiver shall be liable in respect of any Liability which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise, any of their respective powers under or by virtue of this Security Agreement, except if and insofar as such Liability results from its or his own gross negligence or wilful default.

12.2 Without prejudice to the generality of Clause 12.1, neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession or otherwise for any sum not actually received by it or him respectively. If and whenever the Chargee enters into possession of any Charged Property, it shall be entitled at any time at its discretion to go out of possession.

13 Protection of Purchasers

13.1 No purchaser or other person dealing with the Chargee or its delegate shall be bound to see or inquire whether any of the powers which the Chargee has exercised or purported to exercise has arisen or become exercisable, or whether this Security Agreement has become enforceable, or whether a Receiver has been validly appointed, or whether any event or cause has happened to authorise the Chargee or a Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

13.2 The receipt of the Chargee shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any money paid to or by the direction of the Chargee.

14 Continuing Security and Non-Merger

14.1 The security constituted by this Security Agreement shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Obligations or any other matter or thing whatsoever and shall be binding until all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

14.2 This Security Agreement is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set-off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge or other security now or hereafter held by or available to the Chargee.

15 Ruling Off Account

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15.1 On receiving notice that the Chargor has created a Security Interest over or otherwise encumbered or disposed of any of the Charged Property, the Chargee may rule off all its accounts and open new accounts with the Chargor.

15.2 If the Chargee does not open a new account immediately on receipt of such notice, it shall nevertheless be treated as if it had done so on that day. From that day, all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account and shall not operate to reduce the amount owing from the Chargor to the Chargee at the time when it received such notice.

16 Currency

16.1 For the purpose of, or pending the discharge of, any of the Secured Obligations the Chargee may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Security Agreement (including the proceeds of any previous conversion under this Clause) from their existing currency of denomination into any other currency at such rate or rates of exchange and at such time as the Chargee thinks fit.

16.2 No payment to the Chargee (whether under any judgment or court order or otherwise) shall discharge the Secured Obligations in respect of which it was made unless and until the Chargee shall have received payment in full in the currency in which such Secured Obligations were incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such Secured Obligations expressed in that currency, the Chargee shall have a further separate cause of action against the Chargor and shall be entitled to enforce this Security Agreement to recover the amount of the shortfall.

17 Costs

17.1 The Chargor shall on demand and on a full indemnity basis pay to the Chargee the amount of all costs and expenses and other liabilities (including stamp duty, and legal and out-of-pocket expenses) which the Chargee incurs in connection with:

(a) the preparation, negotiation, execution and delivery of this Security Agreement;

(b) any actual or proposed amendment or waiver or consent under or in connection with this Security Agreement;

(c) any discharge or release of this Security Agreement;

(d) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Security Agreement; or

(e) dealing with or obtaining advice about any matter or question arising out of or in connection with enforcing the Chargee's exercise of its rights under this Security Agreement.

18 Variation and Amendment

This Security Agreement shall remain in full force and effect notwithstanding any amendments or variations from time to time of the Credit Agreement and no variation of this Security Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

19 Assignment

19.1 The Chargor may not assign or transfer all or any part of its rights, benefits or obligations under this Security Agreement to any other person without the prior written consent of the Chargee.

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19.2 The Chargee may assign or otherwise transfer the whole or any part of the benefit of this Security Agreement to any person to whom all or any part of its rights, benefits and obligations under the Credit Agreement are assigned or transferred and the expression "the Chargee" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Chargee, who shall be entitled to enforce and proceed upon this Security Agreement in the same manner as if named herein. The Chargee shall be entitled to disclose any information concerning the Chargor to any such assignee or other successor or any participant or proposed assignee, successor or participant.

20 Information

The Chargee may from time to time seek from any other finance provider to the Chargor such information about the Chargor and its affairs as the Chargee may think fit. The Chargor directs any such third party to provide such information to the Chargee and agrees to provide such further authority for this purpose as the Chargee may from time to time require.

21 Entire Agreement

This Security Agreement and the Credit Agreement and the documents referred to therein constitute the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of this Security Agreement.

22 Further Assurance

The Chargor shall promptly execute all documents and do all things that the Chargee may specify for the purpose of:

(a) securing and perfecting its security over or title to all or any of the Charged Property; and/or

(b) enabling the Chargee to vest all or part of the Charged Property in its name or in the names of its nominee(s), agent or any purchaser,

including the execution and delivery of all assignments, transfers, mortgages, charges, notices, instructions and such other documents as the Chargee may in its discretion think fit.

23 Notices

Without prejudice to any other method of service of notices and communications provided by law, a demand or notice under this Security Agreement shall be delivered in accordance with Section 8.01 (*Notices*) of the Credit Agreement.

24 Miscellaneous

24.1 All sums payable by the Chargor under this Security Agreement shall be paid without any set-off, counterclaim, withholding or deduction whatsoever unless required by law in which event the Chargor will simultaneously with making the relevant payment under this Security Agreement pay to the Chargee such additional amount as will result in the receipt by the Chargee of the full amount which would otherwise have been receivable and will supply the Chargee promptly with evidence satisfactory to the Chargee that the Chargor has accounted to the relevant authority for the sum withheld or deducted.

24.2 No delay or omission on the part of the Chargee in exercising any right or remedy under this Security Agreement shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Security Agreement of that or any other right or remedy.

24.3 The Chargee's rights powers and remedies under this Security Agreement are cumulative and are not, nor are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise and may be exercised from time to time and as often as the Chargee deems expedient.

24.4 Any waiver by the Chargee of any terms of this Security Agreement or any consent or approval given by the Chargee under it shall be effective only if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.

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24.5 If at any time any one or more of the provisions of this Security Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Security Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

24.6 Any statement, certificate or determination of the Chargee as to the Secured Obligations or (without limitation) any other matter provided for in this Security Agreement shall, in the absence of manifest error, be conclusive and binding on the Chargor.

25 Law and Jurisdiction

25.1 This Security Agreement is governed by, and shall be construed in accordance with, the laws of the British Virgin Islands.

25.2 Except for the Chargee's remedies provided for under the terms of this Security Agreement and the laws of the British Virgin Islands and any non-judicial foreclosure of any security interests in real or personal property, exercise of self-help remedies (including, without limitation, set-off), appointment of a receiver and temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions) (collectively, the "Secured Creditor Remedies"), any dispute arising out of or in connection with this Security Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this Clause 25.2.

(a) The number of arbitrators shall be three (3). Each party or "side" in the dispute shall nominate one (1) arbitrator, and the two party-nominated arbitrators shall nominate a third arbitrator, who shall serve as presiding arbitrator. Parties who are Affiliates shall be considered one side. In the event the parties cannot agree on the composition of two separate "sides" for the purposes of constituting the arbitral tribunal, and the then the LCIA Court shall determine the composition of the sides, and the arbitral tribunal shall be nominated as set forth above.

(b) The seat, or legal place, of arbitration shall be New York, New York, United States of America.

(c) The language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall be confidential.

(d) Each party must bear its own costs in connection with any dispute, provided however that: (i) all interim expenses or fees payable to arbitrators or institutions conducting an arbitration must be shared equally by the parties interested in the dispute (and to the extent parties to the dispute are Affiliates, they shall be deemed to be one party for the purposes of allocation of such interim expenses); and (ii) the arbitral tribunal may apportion arbitration costs, including legal fees, as part of the arbitral award.

(e) Notwithstanding any provision of this Clause 25.2, nothing in this Clause 25.2 prevents any party from applying to a court of competent jurisdiction: (i) for injunctive relief, a preservation order or other interim relief; (ii) to seek recognition and enforcement of any arbitral award or determination made under this Security Agreement; or (iii) to aid in Lender's enforcement of any Secured Creditor Remedies.

(f) Notwithstanding any of the foregoing provisions of this Clause 25.2, the arbitral tribunal shall have the power to order consolidation of any other dispute, controversy, difference or claim arising between the parties in relation to or connected with this Security Agreement and which is already the subject of existing arbitration proceedings, unless the parties otherwise agree in writing.

(g) Notwithstanding the existence of any dispute or the conduct of any arbitration proceedings pursuant to this Security Agreement, this Security Agreement shall remain in full force and effect and the parties must continue to perform their obligations hereunder.

25.3 The Chargee shall not be prevented from taking proceedings relating to a dispute in any jurisdiction, including, without limitation, the British Virgin Islands. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

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26 Counterparts

This Security Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

This Security Agreement has been executed by the Chargor as a deed and signed by the Chargee and it shall take effect on the date stated at the beginning of this document.

The Chargor

Executed and Delivered as a	)	*/s/ Alessandro Gadotti_*
Deed by AiPharma Limited	)	Authorised Signatory
acting by:	)	
	)	Alessandro Gadotti
		Name of Authorised Signatory

The Chargee

Executed and Delivered as a Deed by	)	*/s/ Amro Albanna*
Aditxt, Inc.	)	Authorised Signatory
	)	
	)	Amro Albanna
	)	Authorised Signatory

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Exhibit 10.9

Execution Version

Date: August 27, 2021

AIPHARMA ASIA LIMITED

as Chargor

and

ADITXT, INC.
as Lender

FLOATING CHARGE

Bird & Bird
6/F, The Annex, Central Plaza
18 Harbour Road
Hong Kong
T +852 2248 6000
F +852 2248 6011
twobirds.com
Ref: WONC/

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THIS DEED is made on _________________ 2021

BETWEEN:

(1) **AiPharma Asia Limited**, a company incorporated in Hong Kong with registration number 2989727 and having its registered office at Rooms 05-15, 13A/F., South Tower, World Finance Centre, Kowloon, Hong Kong (the "**Chargor**"); and

(2) **ADITXT, INC.**, a Delaware corporation (the "**Lender**").

WHEREAS:

(A) The Chargor is entering into this Deed in connection with the Loan Documents (as defined below).

(B) The board of directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor.

(C) The Lender and the Chargor intend this Deed to take effect as a deed of the Chargor (notwithstanding that the Lender may have executed it under hand only).

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IT IS AGREED as follows:

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

Terms defined in the Secured Credit Agreement (as defined below) shall, unless otherwise defined in this Deed, or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"**Affiliate**" has the meaning given in the Secured Credit Agreement.

"**Borrower**" means any borrower under the Secured Credit Agreement.

"**Business Day**" means a day on which commercial banks are generally open for business in Hong Kong.

"**Charged Assets**" means the Receivables from time to time mortgaged, charged or assigned pursuant to Clause 3 (*Security*).

"Collateral Documents" has the meaning given in the Secured Credit Agreement.

"**Companies Ordinance**" means the Companies Ordinance (Cap. 622) of the Laws of Hong Kong.

"**CPO**" means the Conveyancing and Property Ordinance (Cap. 219) of the Laws of Hong Kong.

"**Event of Default**" has the meaning specified in Article VII of the Secured Credit Agreement.

"**Hong Kong**" means the Hong Kong Special Administrative Region of the People's Republic of China.

"**Loan**" has the meaning given in the Secured Credit Agreement.

"**Loan Documents**" means, collectively, the Secured Credit Agreement, the Collateral Documents, all promissory notes, guarantees and any other documents or instruments entered into in connection with the Secured Credit Agreement.

"**Party**" means a party to this Deed.

"**Receivables**" means all present and future book debts, receivables and monetary claims due or owing to the Chargor.

"**Receiver**" means any person appointed by the Lender to be a receiver or receiver and manager of the property subject to the Security created by this Deed or any part thereof.

"**Secured Credit Agreement**" means the secured credit agreement made between AIPHARMA HOLDINGS LIMITED, AIPHARMA GLOBAL HOLDINGS LLC, the Chargor and the Lender, dated on or about the date of this Deed.

"**Secured Obligations**" means all of the obligations owing to or expressed to be owing to the Lender by the Borrowers or any of them under or pursuant to the Loan Documents or any of them, whether present or future, actual or contingent (and whether incurred alone or jointly and whether as principal or surety or in some other capacity), and including without limitation any such obligation in respect of any further advance or financial accommodation from time to time made available under any Loan Document.

"**Security**" means any mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having similar effect.

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"**Security Period**" means the period from the date of this Deed until the date on which all of the Secured Obligations (whether actual or contingent) have been irrevocably and unconditionally paid and discharged in full.

1.2 **Construction**

(a) Unless a contrary indication appears, any reference in this Deed to:

(i) the singular includes the plural and vice versa;

(ii) the "**Lender**" and the "**Chargor**" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

(iii) "**assets**" includes present and future properties, revenues and rights of every description;

(iv) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

(v) a provision of law is a reference to that provision as amended or re-enacted;

(vi) a Clause or a Schedule is a reference to a clause of or schedule to this Deed;

(vii) this Deed shall be construed as references also to any separate or independent stipulation or agreement contained in it;

(viii) a reference to an agreement (including the Secured Credit Agreement and each other Loan Document) shall be construed as a reference to such agreement as the same may have been modified, extended, amended, varied or supplemented or novated from time to time;

(ix) any form of property or asset (including a Charged Assets) shall include a reference to all or any part of that property or asset; and

(x) the word "**including**" shall be construed as "including, without limitation".

(b) Clause and Schedule headings are for ease of reference only.

(c) The words "**other**", "**or otherwise**" and "**whatsoever**" shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.

1.3 **Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.4 **Inconsistency and no prohibition**

(a) In the event of any inconsistency arising between any of the provisions of this Deed and the Secured Credit Agreement, the provisions of the Secured Credit Agreement shall prevail.

(b) For the avoidance of doubt, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by a Loan Document and the Lender shall promptly enter into such documentation and/or take such other action as is required by the relevant Chargor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Lender entering

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into such documentation and/or taking such other action at the request of the relevant Chargor, pursuant to this Clause 1.4(b) shall be for the account of the relevant Chargor.

(c) Notwithstanding any other provision of this Deed at all times prior to an Event of Default and unless otherwise expressly contemplated under this Deed, the Lender confirms that each Chargor shall be free to deal with the Charged Assets in the course of its business and in any other way not prohibited under the Loan Documents.

2. COVENANTS TO PAY

2.1 **Nature**

All Security created or made by or pursuant to this Deed are created or made:

(a) in favour of the Lender; and

(b) as continuing security for the full and punctual payment and discharge of the Secured Obligations.

2.2 **Covenant to Pay Secured Obligations**

The Chargor shall on demand of the Lender discharge each of the Secured Obligations and pay to the Lender when due and payable each sum now or hereafter owing, due or incurred by any Borrower in respect of the Secured Obligations.

2.3 **Potential Invalidity**

Neither the covenant to pay in Clause 2.2 (*Covenant to Pay Secured Obligations*) nor the Security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.3, cause such covenant, obligation or Security to be unlawful under any applicable law.

3. SECURITY

3.1 The Chargor charges as legal and/or beneficial owner in favour of the Lender, as security for the payment and discharge of the Secured Obligations, by way of first floating charge, all of its present and future rights, title, benefit and interest in and to the Charged Assets provided that the Chargor may deal with the Charged Assets in the ordinary course of its business until the Security created by this Deed becomes enforceable or this floating charge is converted into a fixed charge pursuant to Clauses 4.1 or 4.2.

3.2 The floating charge created by the Chargor pursuant to Clause 3.1 shall rank in priority to any subsequently created Security over any of the Charged Assets.

3.3 Unless the context otherwise requires, a reference to a Charged Asset includes:

(a) any part of that Charged Asset; and

(b) the proceeds of sale of that Charged Asset.

4. CRYSTALLISATION OF FLOATING CHARGE

4.1 **Crystallisation: By Notice**

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The Lender may at any time by notice in writing to the Chargor convert any floating charge created under this Deed with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

(a) an Event of Default has occurred; or

(b) the Lender is reasonably of the view that any asset charged under the floating charge created under this Deed is in danger of being seized or sold under any form of distress, attachment, execution or other legal process or is otherwise in jeopardy; or

(c) the Lender reasonably considers, that it is necessary in order to protect the priority of the Security created under this Deed.

4.2 **Crystallisation: Automatic**

Notwithstanding Clause 4.1 (*Crystallisation: By Notice*) and without prejudice to any law which may have a similar effect, any floating charge created by this Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

(a) the members of that Chargor convene a meeting for the purposes of considering any resolution for its winding-up, dissolution, or a compromise, assignment or arrangement with any creditor (except as permitted or not prohibited by the Loan Documents or with the prior consent of the Lender); or

(b) that Chargor creates, or purports to create, Security (except as permitted or not prohibited by the Loan Documents or with the prior consent of the Lender) on or over any asset which is subject to the floating charge created under this Deed;

(c) any third party takes any step with a view to levying distress, attachment, execution or other legal process against any such asset;

(d) any person (entitled to do so) appoints an administrator, receiver or liquidator to any Chargor or files such a notice with the court; or

(e) if any other floating charge created by that Chargor crystallises for any reason.

4.3 **Crystallisation: Reconversion**

Any charge which has crystallised under Clauses 4.1 or 4.2 may, by notice in writing given at any time by the Lender to the Chargor, be reconverted into a floating charge (on the terms of Clause 3.1) in relation to the Charged Assets specified in such notice.

5. FURTHER ASSURANCE

Except as would otherwise be inconsistent with this Deed, the Chargor undertakes promptly upon request by the Lender to execute (in such form as the Lender may require) such documents (including assignments, conveyances, assurances of the Charged Assets, transfers, mortgages, charges, notices, orders, directions and instructions) in favour of the Lender or its nominees or any Receiver and to do all such assurances and things as the Lender may reasonably require from time to time for:

5.1 perfecting and/or protecting (by registration or in any other way) the Security created or intended to be created by this Deed or the priority of such Security;

5.2 conferring upon the Lender such Security as it may require over the assets of the Chargor outside of Hong Kong which if in Hong Kong would form part of or be intended to form part of the Charged Assets;

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5.3 facilitating the realisation of all or any part of the Charged Assets; and

5.4 for exercising all powers, authorities and discretions conferred on the Lender or any Receiver pursuant to this Deed or by law.

6. GENERAL UNDERTAKINGS WITH RESPECT TO THE CHARGED ASSETS

The Chargor undertakes to the Lender with respect to the Charged Assets that:

6.1 **Negative Pledge**

save as any lien arising by operation of law or any Security not prohibited or permitted by the Loan Documents, it shall not, without the prior consent in writing of the Lender, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them other than any Security created under this Deed;

6.2 **Disposals**

save to the extent not prohibited or permitted by the Loan Documents, it shall not dispose of the Charged Assets or any part of them or agree to do so and for these purposes the term "dispose" shall include any form of disposal of any interest in any asset including any transfer, declaration of trust, assignment, sale or the creation of any other form of legal or equitable interest in or over any asset or any option in respect of any of the foregoing;

6.3 **Liability of Lender**

Neither the Lender nor any of its nominees will have any liability for any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Charged Assets or which may be exercised by the Lender or any nominee for the Lender under this Deed.

7. UNDERTAKINGS WITH RESPECT TO THE CHARGED ASSETS

The Chargor undertakes to the Lender with respect to Charged Assets that:

7.1 **Realising Receivables**

the Chargor shall, following an Event of Default if called on to do so by the Lender, execute a legal assignment of the Receivables to the Lender on such terms as the Lender may require and give notice of that assignment to the debtors from whom the Receivables are due, owing or incurred.

7.2 **Filings and registrations**

(a) The Chargor must:

(i) immediately after execution of this Deed, create and maintain a register of charges to the extent this has not already been done;

(ii) enter particulars of the security interests created pursuant to this Deed in the register of charges and immediately after entry of such particulars has been made, and in any event within 3 Business Days after execution of this Deed, provide the Lender with a certified true copy of the updated register of charges;

(iii) effect registration, or assist the Lender in effecting registration of this Deed with the Hong Kong Companies Registry within two days after execution of this Deed pursuant to the Companies Ordinance; and

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(iv) immediately on receipt, deliver or procure to be delivered to the Lender, the certificate of registration of charge issued by the Hong Kong Companies Registry evidencing that the requirements of the Companies Ordinance as to registration have been complied with.

(b) The Chargor shall make all such other filings and registrations required or desirable under law as the Lender may specify in order to perfect, protect, maintain or improve any Security created or intended to be created by this Deed.

8. RIGHTS OF THE LENDER

8.1 Enforcement

At any time on or after the occurrence of an Event of Default, the Security created pursuant to this Deed shall be immediately enforceable and save as may be provided in this Deed, the powers conferred to the Lender in this Deed shall be immediately exercisable following the occurrence of an Event of Default:

(a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit;

(b) appoint under seal or in writing under its hand any one or more persons to be a Receiver under this Deed of the whole or any part of the Charged Assets; and

(c) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions granted to a Receiver by this Deed or by law.

8.2 No Restrictions on Consolidation

The Lender shall have the right to consolidate all or any of the Security created by or pursuant to this Deed with any other Security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default.

8.3 Restrictions on Exercise of Power of Sale

Paragraph 11 of the Fourth Schedule to the CPO shall not apply to this Deed and the power of sale arising under the CPO shall apply to the Lender and shall arise on the date of occurrence of an Event of Default (and the Secured Obligations shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by sections 51 (*Powers of mortgagee and receiver*) and 53 (*Sale by mortgagee*) of and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Lender at any time on or after the occurrence of an Event of Default.

8.4 No Prior Notice Needed

The powers of the Lender set out in Clauses 8.2 (*No Restrictions on Consolidation*) and 8.3 (*Restrictions on Exercise of Power of Sale*) above may be exercised by the Lender without prior notice to the Chargor.

8.5 Construction of Enforcement Powers

The powers of the Lender under this Deed shall have as wide and flexible a range of powers as may be conferred by any applicable law. Except to the extent provided by law, none of the powers described in this Clause 8 (*Right of the Lender*) will be affected by the winding-up or dissolution of the Chargor.

8.6 Delegation

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The Lender may delegate in any manner to any person any rights exercisable by the Lender under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Lender thinks fit.

8.7 **Exercise of Rights not Foreclosure**

If the Lender exercises any of the rights conferred on it by paragraph 3 of Schedule 1 (*Receiver's Powers*), the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Assets to the exclusion of the Chargor and in extinguishment of its interests therein, unless the Lender shall otherwise notify the Chargor (whether before or after the relevant appropriation or foreclosure has been effected), in which latter event any such appropriation or foreclosure shall be treated as a sale of the Charged Assets at a fair market value and the Secured Obligations shall be reduced by an equivalent amount.

8.8 **Lender May Purchase Charged Assets**

In any disposal pursuant to paragraph 3 of Schedule 1 (*Receiver's Powers*), the Lender may, subject to compliance with applicable law, and any rules or regulations laid down by any governmental or other agency or authority, purchase the whole or any part of the Charged Assets or rights for full market value disposed of free from any rights of redemption on the part of the Chargor which are hereby waived and released.

8.9 **Conversion of currency**

(a) For the purpose of, or pending the discharge of, any of the Secured Obligations, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this Clause 8.9) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

(b) Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

(c) Each reference in this Clause 8.9 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

9. EXONERATION

9.1 **Exoneration**

The Lender shall not, nor shall any Receiver, by reason of its or the Receiver entering into possession of the Charged Assets or any part thereof, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Lender under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the CPO save to the extent that the provisions of the CPO are varied by or are inconsistent with the provisions of this Deed when the provisions hereof shall prevail and every such Receiver and the Lender shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the CPO on mortgagees and receivers duly appointed under the CPO.

9.2 **Indemnity**

The Lender and every Receiver, attorney, delegatee, director, officer, manager, agent, employee or other person appointed by the Lender hereunder shall be entitled to be indemnified by the Chargor and/or out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or him in the execution of any of the powers, authorities or discretions vested in it or him pursuant to this Deed and against all actions, proceedings, judgments, losses, expenses, taxes, charges, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Lender and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received under the powers conferred by this Deed. The Lender is not obliged to take any action hereunder unless it has been identified and/or secured to its satisfaction any liabilities it may incur by doing so.

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10. APPOINTMENT OF RECEIVER

10.1 Appointment

At any time on or after the occurrence of an Event of Default, or at the request of the Chargor, the Lender may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his stead.

10.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Lender may specify to the contrary in the appointment.

10.3 Receiver as agent

A Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults and for his remuneration. No Receiver shall at any time act as agent of the Lender.

10.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for his services at a rate to be determined by the Lender from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

11. RECEIVER'S POWERS

11.1 Powers

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

(a) all of the powers and rights conferred from time to time on receivers, mortgagors and mortgagees in possession by the CPO;

(b) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and

(c) all the powers and rights outlined in Schedule 1 (*Receiver's Powers*).

11.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Lender) appointing him but they shall not be restricted by any winding-up or dissolution of the Chargor.

12. PROTECTION OF PURCHASER

12.1 Absence of Enquiry

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No person or persons dealing with the Lender or any Receiver appointed by it shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 52, 53 and 55 of the CPO shall apply to any person purchasing from or dealing with the Lender or any such Receiver.

12.2 **Receipt: Conclusive Discharge**

The receipt of the Lender or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

13. POWER OF ATTORNEY AND DELEGATION

13.1 **Power of Attorney: General**

The Chargor irrevocably and by way of security (within the meaning of section 4 of the Powers of Attorney Ordinance (Cap. 31 of the Laws of Hong Kong)) appoints the Lender and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

(a) to date, execute and/or deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;

(b) to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargor is required to enter into pursuant to this Deed; and

(c) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or any Receiver under this Deed or which the Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or any part thereof or in connection with any other exercise of any other power under this Deed.

13.2 **Power of Attorney: Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 13 shall do or purport to do in exercise of the powers granted by this Clause 13.

13.3 **Power of Attorney: General Delegation**

The Lender and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation. Neither the Lender nor any Receiver will be in any way liable to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate selected by it in good faith.

14. APPLICATION OF MONIES RECEIVED UNDER THIS DEED

Any monies received as a result of the exercise of the rights and powers under this Deed shall, subject to the repayment of any claims having priority to this Deed, be applied for the following purposes and in the following order of priority:

14.1 in satisfaction of all costs (including but not limited to all legal fees), charges and expenses and payments (including payments made in accordance with paragraphs (a), (b) and (c) of section 54 of the CPO) made or incurred by the Lender or the Receiver

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and of remuneration to the Receiver under or in connection with this Deed in such order as the Lender shall in its absolute discretion decide;

14.2 in or towards payment *pari passu* and rateably of:

(a) all accrued interest remaining unpaid in respect of the Loan; and

(b) all principal moneys due or in respect of the Loan; and

14.3 in towards payment pro rata of any other sum due but unpaid under the Loan Documents; and

14.4 at the end of the Security Period, in payment of the balance (if any) to a bank account to be notified in writing to the Lender by the Chargor (without prejudice to, or liability in respect of, any question as to how such payment into such account shall be dealt with as between the Borrowers and any other person).

15. RELEASE OF SECURITY

15.1 Release

If:

(a) all the Secured Obligations have been irrevocably paid in full and the Lender has no actual or contingent liability to advance further monies to, or incur liability on behalf of, the Chargor; or

(b) the Chargor is entitled pursuant to any provision of the Secured Credit Agreement to have the Charged Assets released from the Security,

the Lender shall, at the request and cost of each Chargor, execute any documents (or procure that its nominees execute any documents) or take any action which may be necessary to release the Charged Property from the Security constituted by this Deed.

15.2 Avoidance of Payments

(a) No amount paid, repaid or credited to the Lender shall be deemed to have been irrevocably paid if the Lender considers that the payment or credit of such amount is capable of being avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or similar laws.

(b) If any amount paid, repaid or credited to the Lender is avoided or reduced by virtue of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between the Lender and the Chargor shall be deemed not to have occurred and the Lender shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

16. AMOUNTS PAYABLE

16.1 No Deduction

All payments under this Deed by the Chargor shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes whatsoever, present or future. If the Chargor is compelled by the law or regulation of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes from any amount payable to the Lender under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Chargor shall pay such additional amount so as to ensure that the net amount received by the Lender shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

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16.2 **Currency of Payment**

The obligation of the Chargor under this Deed to make payments in any currency shall not be discharged or satisfied by any tender, or recovery pursuant to any judgment or otherwise, expressed in or converted into any other currency, except to the extent to which such tender or recovery results in the effective receipt by the Lender of the full amount of the currency expressed to be payable under this Deed.

16.3 **Currency Indemnity**

(a) If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(i) making or filing a claim or proof against the Chargor;

(ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or

(iii) applying the Sum in satisfaction of any of the Secured Obligations,

the Chargor shall, as an independent obligation, within ten (10) Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (1) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (2) the rate or rates of exchange available to the Lender at the time of its receipt of that Sum.

(b) The Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency unit other than that in which it is payable.

17. MISCELLANEOUS

17.1 **The Chargor**

This Deed shall be binding on the successors and permitted assigns of the Chargor.

17.2 **Assignment and Transfer**

The Chargor may not assign any rights it has under this Deed without the prior written consent of the Lender. The Lender may assign and transfer all or any part of its rights and obligations under this Deed in accordance with the provisions of the Secured Credit Agreement.

17.3 **Disclosure**

The Lender may disclose any information about the Chargor, the Secured Credit Agreement or this Deed as the Lender shall consider appropriate in accordance with the Secured Credit Agreement.

17.4 **Remedies and Waivers Cumulative**

Save as expressly provided in this Deed, no failure to exercise, or delay in exercising, on the part of any party hereto any right, power or privilege under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise, or the exercise of any other right, power or privilege. No waiver by the Lender shall be effective unless it is in writing. The rights and remedies of the Lender are cumulative and not exclusive of any rights or remedies provided by law.

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17.5 **Set-Off, Combination of Accounts and Lien**

The Lender may (but shall not be obliged to) set-off any obligation in respect of Secured Obligations which is due and payable by the Chargor against any obligation (contingent or otherwise) owed by the Lender to the Chargor in payment of the Secured Obligations. The Lender may, at the cost of the Chargor, effect any currency exchanges as it considers are appropriate to implement such set-off.

17.6 **Partial Invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed, nor the legality, validity or enforceability of that provision under the law of any other jurisdiction, shall in any way be affected or impaired.

17.7 **Property**

This Deed is and will remain the property of the Lender.

17.8 **Continuing Security**

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Obligations.

17.9 **Additional Security**

This Deed shall be in addition to and not be affected by any other Security or guarantee at any time held by the Lender for all or any part of the Secured Obligations nor shall any such other Security or guarantee of liability to the Lender of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other Security or guarantee.

17.10 **Variation of Security**

This Deed shall not in any way be affected or prejudiced by the Lender at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any Security or guarantee referred to in Clause 17.9 (*Additional Security*) above or any rights which the Lender may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

17.11 **Enforcement of Other Security**

The Lender shall not be obliged to enforce any other Security it may hold for the Secured Obligations before enforcing any of its rights under this Deed.

17.12 **Redemption of Prior Incumbrances**

The Lender may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargor to the Lender and until such payment shall form part of the Secured Obligations.

17.13 **Stamp Duties**

The Chargor covenants to pay to the Lender or any Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed immediately upon demand a sum equal to any liability which the Lender, that Receiver, attorney, manager, agent or other person incurs in respect of stamp duty, registration fee and other taxes which is or becomes payable in connection with

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the entry into, performance or enforcement of this Deed (including any interest, penalties, liabilities, costs and expenses resulting from any failure to pay or delay in paying any such duty, fee or tax).

17.14 **Costs and Expenses**

The Chargor shall immediately upon demand reimburse the Lender and any Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed for all costs and expenses (including all legal fees) incurred by the Lender, that Receiver, attorney, manager, agent or other person (on a full indemnity basis together with any applicable tax) in connection with the negotiation, preparation and execution of this Deed, the completion of the transactions and perfection of the Security contemplated by this Deed and the exercise, preservation and/or enforcement or attempted enforcement of the Security created by or contemplated by this Deed.

18. CALCULATIONS AND CERTIFICATES

18.1 **Accounts**

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the records maintained by the Security Agent in connection with this Deed are, in the absence of manifest error, conclusive evidence of the matters to which they relate.

18.2 **Certificates and Determinations**

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19. NOTICES

Any communication to be made under or in connection with this Deed shall be made in accordance with the provisions of Section 8.01 (a) (*Notices Generally*) of the Secured Credit Agreement.

20. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

21. ENTIRE AGREEMENT

This Deed, together with any agreements or documents referred to herein, sets out the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations and discussions (whether oral or written) and all previous agreements in relation to the subject matter contained herein are hereby terminated and shall have no further force or effect.

22. GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability shall be governed by and construed in accordance with Hong Kong law.

23. WAIVER OF IMMUNITIES

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Each Party irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment or award to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

24. DISPUTE RESOLUTION

24.1 Except for Lender's non-judicial foreclosure of any security interests in real or personal property, exercise of self-help remedies (including, without limitation, set-off), appointment of a receiver and temporary, provisional or ancillary remedies (including, without limitation, writs of attachment, writs of possession, temporary restraining orders or preliminary injunctions) (collectively, the "**Secured Creditor Remedies**"), any dispute arising out of or in connection with this Deed or the other Loan Documents, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Rules of London Court of International Arbitration, which are deemed to be incorporated by reference into this clause.

24.2 The number of arbitrators shall be three (3). Each party or "side" in the dispute shall nominate one (1) arbitrator, and the two party-nominated arbitrators shall nominate a third arbitrator, who shall serve as presiding arbitrator. Parties who are Affiliates shall be considered one side. In the event the parties cannot agree on the composition of two separate "sides" for the purposes of constituting the arbitral tribunal, and the then the London Court of International Arbitration shall determine the composition of the sides, and the arbitral tribunal shall be nominated as set forth above.

24.3 The seat, or legal place, of arbitration shall be New York, New York, United States of America.

24.4 The language to be used in the arbitral proceedings shall be English. The arbitration proceedings shall be confidential.

24.5 Each party must bear its own costs in connection with any dispute, provided however that: (i) all interim expenses or fees payable to arbitrators or institutions conducting an arbitration must be shared equally by the parties interested in the dispute (and to the extent parties to the dispute are Affiliates, they shall be deemed to be one party for the purposes of allocation of such interim expenses); and (ii) the arbitral tribunal may apportion arbitration costs, including legal fees, as part of the arbitral award.

24.6 Notwithstanding any provision of this Clause 24 (*Dispute Resolution*), nothing in this Clause 24 (*Dispute Resolution*) prevents any party from applying to a court of competent jurisdiction: (i) for injunctive relief, a preservation order or other interim relief; (ii) to seek recognition and enforcement of any arbitral award or determination made under this Deed; or (iii) to aid in Lender's enforcement of any Secured Creditor Remedies.

24.7 Notwithstanding any of the foregoing provisions of this Clause 24 (*Dispute Resolution*), the arbitral tribunal shall have the power to order consolidation of any other dispute, controversy, difference or claim arising between the parties in relation to or connected with this Deed and which is already the subject of existing arbitration proceedings, unless the parties otherwise agree in writing.

24.8 Notwithstanding the existence of any dispute or the conduct of any arbitration proceedings pursuant to this Deed, this Deed shall remain in full force and effect and the parties must continue to perform their obligations hereunder.

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25. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Nothing in this Deed is intended to grant to any third party and right to enforce any term of this Deed or to confer on any third party any benefits under this Deed for the purposes of the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong), the application of which legislation is hereby expressly excluded.

26. PUNCTUAL PERFORMANCE

Time is of the essence of this Deed, but no failure or delay by the Lender in exercising or enforcing any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise or enforcement of any right, power or privilege preclude any further exercise or enforcement thereof or the exercise or enforcement of any other right, remedy, power or privilege. The rights, remedies, powers and privileges herein provided are cumulative and not exclusive of any rights and remedies powers or privileges provided by law.

IN WITNESS whereof this Deed has been duly executed in Hong Kong and delivered as a deed on the date first above written.

SCHEDULE 1
RECEIVER'S POWERS

The Receiver shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as he thinks fit, and either alone or jointly with any other person:

1. to take immediate possession of, get in and collect the Charged Assets;

2. to borrow or raise money either unsecured or on the Security of the Charged Assets (either in priority to the Security created by this Deed or otherwise);

3. to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Assets to any person either by public or private offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);

4. manage and use the Charged Assets and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as he thinks fit and as if he were the absolute beneficial owner of the Charged Assets;

5. to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit;

6. to exercise any conversion rights or voting rights in respect of the Charged Assets;

7. to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating to the Charged Assets;

8. to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets;

9. to redeem any Security (whether or not having priority to the Security created by this Deed) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

10. to execute any documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor);

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11. to purchase, lease, hire or otherwise acquire any asset or right of any description that he, in his absolution discretion, considers necessary or desirable for the improvement or realisation of the whole or any party of the Charged Assets or otherwise for the benefit of the whole or any part of the Charged Assets;

12. to form any subsidiary of the Chargor and transfer to that subsidiary any Charged Asset;

13. to appoint any professional adviser in relation to discharge of its duties as a receiver as it sees fit; and

14. to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally.

The Chargor

Executed and Delivered as a deed by
AiPharma Asia Limited

acting by Alessandro Gadotti as attorney for and on behalf of AiPharma Asia Limited under a power of attorney dated 28 August 2021

....
AiPharma Asia Limited by his attorney

/s/ Alessandro Gadotti

The Lender

SIGNED for and on behalf of
ADITXT, INC.

/s/ Amro Albanna
Amro Albanna]

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Exhibit 10.10

Execution Copy

TRANSACTION AGREEMENT

This TRANSACTION AGREEMENT (this "Agreement"), dated as of October 4, 2021, by and between AiPharma Global Holdings LLC, a Delaware limited liability company ("AiPharma"), and Aditxt, Inc., a Delaware corporation ("Aditxt", and together with AiPharma, the "Parties" and each, a "Party") and replaces in its entirety and terminates that certain letter agreement between the Parties dated August 24, 2021.

R E C I T A L S

WHEREAS, the Parties desire to enter into a series of transactions, including the transactions set forth in Exhibit A (*Material Terms for Subsequent Transaction*) hereto, pursuant to which (i) Aditxt would acquire Holdco (as defined in Exhibit A) which will hold the Acquired Assets (as hereinafter defined), and (ii) AiPharma would be issued shares of Aditxt Common Stock (as defined below), as further provided herein. An organization chart of AiPharma and its subsidiaries as of the date hereof is attached hereto as Schedule 6.

NOW, THEREFORE, in consideration for the promises contained herein and the mutual obligations of the Parties, the receipt and sufficiency of which are hereby expressly acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Initial Transaction.

(a) Upon the execution and delivery of this Agreement, AiPharma will be permitted to borrow under the Loan Documents (as defined below) an additional principal amount of $8,500,000 (the "Borrowing Capacity") as follows: during the period beginning on the date hereof and ending upon the earlier of (i) the Initial Closing (as defined in Exhibit A) and (ii) the termination of this Agreement in accordance with its terms (such period, the "Interim Period"), Aditxt shall promptly lend (unless AiPharma elects to not borrow) 70% of any and all net cash proceeds Aditxt receives in connection with (A) exercises of the Existing Aditxt Warrants (as defined below) or (B) any other capital raises, in each case, to AiPharma under the Loan Documents ("Additional Borrowings") until the aggregate amount of the Additional Borrowings actually provided to AiPharma is equal to the Borrowing Capacity. To the extent the exercise of the Existing Aditxt Warrants is unlikely to fund sufficient Additional Borrowings to reach the Borrowing Capacity, Aditxt shall use commercially reasonable efforts to fund Additional Borrowings by raising additional funds through other available means; provided, that Aditxt shall consult with (and consider in good faith any comment from) AiPharma in connection therewith. Any and all Additional Borrowings shall bear interest on the terms set forth under the Loan Documents; provided, that any payment of such interest shall be deferred (and shall not become due and payable) during the Interim Period.

(b) Following the date hereof, each of the Parties shall use its commercially reasonable efforts, acting in good faith, to amend the Loan Documents as promptly as practicable in a manner consistent with and reflecting this Agreement (including Section 1(a) and Section 11) and the transactions contemplated hereby, and until such amendment is executed, the "Maturity Date" (as defined thereunder) shall be extended to November 30, 2021 (including with respect to all principal, interest and any other payments due under the Loan Documents). The Parties agree that, under the Loan Documents, the term "Combination LOI" shall mean this Agreement, and that "Definitive Agreement" shall mean the Definitive Purchase Agreement contemplated by Exhibit A (and not this Agreement).

(c) "Loan Documents" means, collectively, each of the following documents that were entered into between the Parties on August 27, 2021, pursuant to which Aditxt made a secured loan to AiPharma in the principal amount of $6.5 million: (i) the Secured Credit Agreement, dated as of August 27, 2021, by and among AiPharma, AiPharma Holdings Limited, AiPharma Asia Limited, and Aditxt, (ii) the Security Agreement, dated as of August 27, 2021, by and between AiPharma Asia Limited and Aditxt, (iii) the Security Agreement by HK Opco governed by Delaware law, the Security Agreement by BVI Opco governed by Delaware law (including the "Shareholder Direction" attached thereto), the Floating Charge of HK Opco governed by the laws of Hong Kong, the Security Agreement by BVI Opco governed by the laws of the British Virgin Islands, and certain documents, instruments, agreements and financing statements relating thereto, (iv) the Direction Regarding Payment of Dividends by and between AiPharma Limited and Aditxt, (v) the Floating Charge, dated as of August 27, 2021, by and between AiPharma Asia Limited and Aditxt, (vi) Statement of Particulars of Charge, dated as of August 27, 2021, by and between AiPharma Asia Limited and Aditxt, and (vii) the Security Agreement, dated as of August 27, 2021, by and between AiPharma Limited and Aditxt.

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2. Subsequent Transaction. Unless this Agreement is terminated under Section 11, the Parties hereby agree to enter into a definitive purchase agreement (the "Definitive Purchase Agreement") for a subsequent transaction (the "Subsequent Transaction") including the terms set forth on Exhibit A (the "Material Terms") as promptly as practicable after the date hereof but in any event no later than the Outside Date. In furtherance of the foregoing, the Parties agree to act in good faith and use all reasonable efforts in all respects to (i) negotiate and agree on the Definitive Purchase Agreement and other definitive agreements for the Subsequent Transaction reflecting the Material Terms (collectively, the "Definitive Documents"), and (ii) execute and deliver the Definitive Documents, in each case, as promptly as practicable after the date hereof but in any event no later than the Outside Date. For the avoidance of doubt, the obligations of the Parties stated herein are legally binding in all respects as further provided herein, and the Parties have agreed to the Material Terms and are obligated to reflect them in the Definitive Documents and perform and implement all actions required pursuant to the Material Terms.

3. Representations and Warranties of each Party. Each Party represents and warrants (solely with respect to itself) to the other Party as of the date hereof as follows (provided, that only Aditxt is making the representations set forth in Section 3(g) and Section 3(h) and only AiPharma is making the representations set forth in Section 3(i)), except in each case as is set forth in, as applicable, the Disclosure Letter of AiPharma, attached as Schedule 1 hereto, or the Disclosure Letter of Aditxt, attached as Schedule 2 hereto (as applicable, the "Disclosure Letters", each of which will be delivered by the applicable Party to the other Party within seven (7) business days after the date hereof):

(a) Existence. Such Party is a limited liability company or corporation, as applicable, duly formed or incorporated and validly existing in good standing under the laws of the State of Delaware, with all requisite power and authority to own, use, lease and operate its properties and conduct its business in the manner presently conducted, and is duly qualified to transact business in each jurisdiction where it is so required.

(b) Authorization. The execution and delivery, and performance by such Party, of this Agreement has been authorized by all necessary limited liability company or corporate action on the part of such Party and no further limited liability company or corporate action is required by such Party, its officers, its board of directors, or its equityholders in connection with this Agreement or the transactions contemplated hereby (other than as set forth in the Definitive Documents with respect to the Subsequent Transaction, which will be subject to the approvals set forth in Exhibit A among others).

(c) No Contravention. Except as disclosed in the applicable Disclosure Letter, the entry into this Agreement by such Party and the undertaking of the transactions contemplated hereby will not cause such Party to breach or contravene: (i) its certificate of incorporation, by-laws or limited liability company agreement, as applicable; (ii) any material agreement such Party has with any other third party (and does not constitute an event of default under any such agreement); or (iii) any applicable law.

(d) Binding Obligations. This Agreement has been duly executed and delivered by such Party and constitutes a legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability, relating to or affecting creditors' rights generally.

(e) Consents. Except as disclosed in the applicable Disclosure Letters, there are no consents, approvals, authorizations, orders or agreements of any governmental authorities or any other persons or entities which may be required for the execution, delivery and performance by such Party of this Agreement (other than as set forth in the Definitive Documents with respect to the Subsequent Transaction, which will be subject to the approvals set forth in Exhibit A among others).

(f) Investment. Each Party hereby respectively makes the representations set forth on Exhibit B hereto.

(g) Aditxt Capitalization. Except as set forth in the Aditxt Disclosure Letter, as of September 30, 2021: (i) the authorized capital stock of Aditxt consists of (A) 100,000,000 shares of common stock, par value $0.001 per share, of Aditxt ("Aditxt Common Stock"), and (B) 3,000,000 shares of preferred stock, par value $0.001 per share (the "Aditxt Preferred Stock"); (ii) (A) 24,077,013 shares of Aditxt Common Stock are issued and outstanding, (B) zero (0) shares of Aditxt Preferred Stock are issued and outstanding, (C) 10,276,217 warrants to purchase 10,276,217 shares of Aditxt Common Stock are outstanding (collectively, the "Existing Aditxt Warrants"), (D) 39,000 shares of Common Stock to be issued to consultants (E) 3,000,000 securities to be issued under the 2021 Omnibus Equity Incentive Plan, of which 1,575,400 have been approved by the Board of Directors of Aditxt (the "Board) and/or compensation committee of the Board awarded as of the date of this Agreement and 2,478,000 securities, including options, to be issued pursuant to awards granted under the Aditxt 2017 Equity Inventive Plan and (F) 67,466 other stock options to purchase 67,466 shares of Aditxt

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Common Stock outstanding. (collectively, the "Existing Aditxt Awards/Grants"); (iii) except for the Existing Aditxt Warrants and the Existing Aditxt Awards/Grants, as disclosed above, , there are no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the issued or unissued capital stock of Aditxt or obligating Aditxt to issue or sell any shares of capital stock of, or other equity interests in, Aditxt (except as may be required in accordance with the terms of the Existing Aditxt Warrants); (iv) Aditxt is not a party to, or otherwise bound by, and has not granted, any equity appreciation rights, participations, phantom equity or similar rights; (v) there are no voting trusts, voting agreements, proxies, shareholder agreements or other agreements with respect to the voting or transfer of Aditxt Common Stock or any of the equity interests or other securities of Aditxt; (vi) there are no outstanding contractual obligations of Aditxt to repurchase, redeem or otherwise acquire any shares of Aditxt Common Stock; and (vii) there are no outstanding contractual obligations of Aditxt to make any investment (in the form of a loan, capital contribution or otherwise) in, any person or entity.

(h) No Anti-Takeover Provisions.

(i) None of Aditxt or any of its subsidiaries is party to a stockholder rights plan or agreement, "poison pill" or substantially similar anti-takeover agreement or plan.

(ii) The board of directors of Aditxt has taken all necessary actions, including, without limitation, the approval of this Agreement, the transactions contemplated hereby and the Subsequent Transaction, to ensure that the restrictions on business combinations contained in Section 203 of the General Corporation Law of the State of Delaware do not apply to this Agreement, the transactions contemplated hereby and the Subsequent Transaction.

(iii) No other "control share acquisition", "fair price", "moratorium" or anti-takeover provision of law, rule, regulation or requirement applies or purports to apply to this Agreement, the transactions contemplated hereby, or the Subsequent Transaction.

(i) Holdco Capitalization. As of the Initial Closing, AiPharma will be the sole owner of 100% of the membership interests in Holdco (as defined in Exhibit A). As of the Initial Closing, there will be no options, warrants, convertible securities or other rights, agreements, arrangements or commitments of any character relating to the equity of Holdco or obligating Holdco or AiPharma to issue or sell any shares of capital stock of, or other equity interests in, Holdco (other than this Agreement and the Definitive Documents). As of the Initial Closing, Holdco will not be a party to, or otherwise bound by, or have granted, any equity appreciation rights, participations, phantom equity or similar rights. As of the Initial Closing, there will be no voting trusts, voting agreements, proxies, shareholder agreements or other agreements with respect to the voting or transfer of any of the equity interests or other securities of Holdco. As of the Initial Closing, there will be no outstanding contractual obligations of Holdco to repurchase, redeem or otherwise acquire any Holdco equity. As of the Initial Closing, there will be no outstanding contractual obligations of Holdco to make any investment (in the form of a loan, capital contribution or otherwise) in, any person or entity.

4. Covenants of the Parties.

(a) Public Announcements. The initial press release relating to this Agreement shall be a joint press release, the text of which has been agreed to by the Parties. Thereafter, during the Interim Period, unless otherwise required by applicable laws, rules or regulations or the requirements of the Nasdaq Stock Market, each Party shall obtain the prior written consent (not to be unreasonably withheld, conditioned or delayed) of the other Party prior to issuing any press release or otherwise making any public statements with respect to this Agreement or the Subsequent Transaction.

(b) Alternative Transaction. The Parties mutually agree that during the Interim Period, each Party shall not, and shall cause its affiliates, representatives and agents not to:

(i) initiate, solicit, encourage, entertain, respond to, negotiate, accept or discuss, directly or indirectly, any proposal or offer from any person or group of persons (other than the other Party), to acquire all or any significant part of the business and properties, capital stock or capital stock equivalents of such Party (except as contemplated by Section 4(d) and

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any agreements entered into prior to the date hereof) or any of such Party's subsidiaries, whether by merger, purchase of stock, purchase of assets, tender offer or otherwise (an "Alternative Transaction");

(ii) provide any nonpublic information to any third party in connection with an Alternative Transaction, or take any action intended or designed to facilitate a possible Alternative Transaction; or

(iii) approve recommend or enter into any Alternative Transaction.

provided, however, that, in the event that Aditxt receives an unsolicited proposal, indication or communication related to any Alternative Transaction, Aditxt shall immediately notify AiPharma and provide all terms and particulars relating to such proposal and allow AiPharma to make any alternative proposal (the "Alternative Proposal") to the Alternative Transaction within 5 business days of receipt of all the terms of the Alternative Transaction and the Board, in the exercise of its fiduciary duties, will consider such Alternative Proposal before accepting any Alternative Transaction. Should the board of directors of Aditxt, in the exercise of its fiduciary duties and upon the advice of its outside counsel and any other advisor it deems appropriate, determine that such Alternative Transaction is superior to this Agreement and the transactions contemplated hereby, including the Subsequent Transaction or the Alternative Proposal (if any), such that compliance with its fiduciary duties requires, based on the advice of such outside counsel, the termination of this Agreement and the entry into the Alternative Transaction, Aditxt shall have the right to enter into the Alternative Transaction subject to Aditxt terminating this Agreement pursuant to Section 11(a)(v) and paying the fee required by Section 11(e).

(c) Conduct of Business; Further Assurances. During the Interim Period, except as set forth in the applicable Disclosure Letters, each Party:

(i) shall conduct its respective business, in all material respects, in the ordinary course consistent with past practices;

(ii) shall not, and shall cause its subsidiaries not to, issue any equity interests of such Party or such subsidiaries, other than, with respect to Aditxt, as set forth in Section 4(d); and

(iii) shall act in good faith, and shall not (and shall cause its subsidiaries not to) take actions that are inconsistent with or would defeat the intent of this Agreement (including the Subsequent Transaction).

(d) Permitted Aditxt Issuances. Notwithstanding Section 4(c), during the Interim Period, Aditxt shall have the right to: (i) issue shares of Aditxt Common Stock pursuant to exercises of Existing Aditxt Warrants; (ii) issue shares of Aditxt Common Stock pursuant to exercises of Existing Aditxt Options; (iii) issue securities, in the ordinary course of business consistent with past practice, pursuant to the Aditxt 2021 Omnibus Equity Incentive Plan and the Aditxt 2017 Equity Incentive Plan, as amended as of the date hereof; (iv) issue securities to consultants in the ordinary course of business (outside of the foregoing plan(s)) up to 500,000 shares of Aditxt Common Stock (with any issuances in excess thereof to be subject to consulting with AiPharma first); and (v) sell and issue Aditxt securities pursuant to Aditxt's currently effective S-3 shelf registration statement; provided, that with respect to any sale or issuance of Aditxt securities pursuant to the foregoing clause (v), Aditxt shall consult with (and consider in good faith any comment from) AiPharma in connection therewith.

(e) Restructuring. Prior to the execution of the Definitive Agreement Purchase Agreement, AiPharma will cause all the assets and liabilities of AiPharma (other than those mutually agreed with Aditxt to be excluded) to be directly or indirectly owned by Holdco (as defined in Exhibit A) (the "Acquired Assets"), to the extent not already so owned by Holdco (the "Restructuring"). Such assets and liabilities include the entities, material assets (including licenses) and material liabilities owned or possessed by AiPharma and its subsidiaries as of the date hereof which are set forth on Schedule 4(e) (which may be updated by AiPharma within seven (7) business days of the date of this Agreement) provided with this Agreement (the "Specified Acquired Assets and Liabilities"). Prior to the execution of the Definitive Purchase Agreement and as part of the Restructuring, AiPharma shall have the right to transfer the Specified Acquired Assets and Liabilities among Holdco and Holdco's subsidiaries in AiPharma's sole discretion; provided, that (i) AiPharma shall consult with (and consider in good faith any comment from) Aditxt in connection therewith, (ii) AiPharma will provide Aditxt with the particulars of the Restructuring and reasonably promptly thereafter Aditxt shall inform AiPharma if such particulars of the Restructuring will cause adverse tax consequences to Aditxt or any material adverse issues relating to its NASDAQ listing, in which case AiPharma and Aditxt shall cooperate in good faith to revise the particulars to reduce or eliminate such adverse tax consequences to Aditxt and such material adverse issues relating to its NASDAQ listing, in each case, to the extent commercially reasonable; and (iii) at the execution of the Definitive Purchase Agreement all of the Acquired Assets will be directly or indirectly owned by Holdco. In the

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event that further restructuring is required by AiPharma after the Initial Closing, the consent of Aditxt shall be required (such consent not to be unreasonably withheld, conditioned or delayed if such further restructuring shall not adversely affect the ownership (directly or indirectly) of the Acquired Assets).

(f) Board Appointments. After the execution and delivery of the Definitive Purchase Agreement, Aditxt shall take all actions necessary to cause two (2) individuals designated by AiPharma to be appointed to the board of directors of Aditxt (each, an "AiPharma Director") within fourteen (14) days after the date thereof and shall cooperate and take additional actions as shall be reasonably necessary in connection therewith; provided, that such individuals meet Aditxt's customary qualifying requirements (but not, for the avoidance of doubt, any qualifications relating to "independence"); provided, further, that if any such individual (or alternate) fails to so qualify, AiPharma shall have the right to designate an alternate individual to be appointed as an AiPharma Director. Upon any termination of the Definitive Purchase Agreement, AiPharma shall cause the AiPharma Directors to promptly resign unless otherwise agreed between such AiPharma Director and Aditxt. Such directors, upon appointment, shall deliver to the Board of Directors of Aditxt an executed resignation letter that will only take effect in the event that the Definitive Purchase Agreement is terminated.

(g) Financial Statements. Prior to the Initial Closing, the Parties will use commercially reasonable efforts and cooperate for AiPharma to provide Aditxt the following financial statements: (i) financial statements of AiPharma and its consolidated subsidiaries (as of the date hereof) prepared under PCAOB standards and audited in accordance with US GAAP as of December 31, 2020 and the interim period ended June 30, 2021 (including, in each case, audited consolidating schedules), and (ii) unaudited interim financial statements of AiPharma and its consolidated subsidiaries (as of the date hereof) prepared under PCAOB standards and in accordance with US GAAP for the interim period ending September 30, 2021 (or such other period as the Parties mutually agree are required for Aditxt's filings with the Securities Exchange Commission).

5. Further Assurances. Each Party hereby agrees to take such further actions as may be necessary or reasonably requested by another Party to give effect to or to achieve the purpose and intent of this Agreement (including the Subsequent Transaction).

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6. Notices. All notices, consents, waivers and other communications under this Agreement must be in writing and shall be deemed to have been duly given: (a) when delivered by hand (with written confirmation of receipt), (b) when transmitted (except if not a business day, then the next business day) via email to the email address set out below (and sender shall bear the burden of proof of delivery, which shall be deemed satisfied if such notice is also delivered by hand, deposited in registered or certified mail (postage prepaid, return receipt requested), or delivered prepaid to a reputable national overnight air courier service on or before the date that is one (1) business day after its transmission by email), (c) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (d) the third business day following the day on which the same is sent by registered or certified mail (postage prepaid, return receipt requested), in each case to the appropriate addresses set forth below (or to such other addresses as a Party may designate by notice to the other Party):

If to AiPharma, to:

AiPharma Global Holdings LLC
14th Floor, One JLT,
Jumeirah Lakes Towers
PO Box 103805
Dubai
Attention: xxx
Email: xxxx@aipharmalab.com

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

Greenberg Traurig, LLP
200 Park Avenue
New York, NY 10166
Attention: xxx
Email: xxxx@gtlaw.com

If to Aditxt, to:

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Aditxt, Inc.
737 N. Fifth St., Suite 200
Richmond, VA 23219
Attention: xxx
Email: xxxx@aditxt.com

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

xxx.
Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, New York 10112
Email: xxxx@sheppardmullin.com

7. Binding Effect. This Agreement shall be binding upon and inure to the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable benefit, claim, cause of action, remedy or right of any kind.

8. Assignments. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party without the prior written consent of the other Party.

9. Amendments and Waivers. This Agreement may only be amended by an instrument in writing signed by both Parties. The Parties may, to the extent legally allowed, (a) extend the time for the performance of any of the obligations or other acts of the other Party, (b) waive any inaccuracies in the representations and warranties of the other Party contained herein, or (c) waive compliance by the other Party with any of the agreements or conditions contained herein. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of the Party against which such waiver or extension is to be enforced. Neither the failure nor any delay by any Party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. Waiver of any term or condition of this Agreement by a Party shall not be construed as (i) a waiver by the other Party, (ii) a waiver of any subsequent breach or waiver of the same term or condition by such Party, or (iii) a waiver of any other term or condition of this Agreement by such Party.

10. No Survival. The Parties, intending to modify any applicable statute of limitations, agree that the representations and warranties in this Agreement shall terminate effective as of execution of the Definitive Documents, and thereafter, there shall be no liability on the part of, nor shall any claim be made by, any Party or any of their respective affiliates in respect thereof.

11. Termination; Effect of Termination.

(a) This Agreement may be terminated and the Subsequent Transaction abandoned at any time prior to the execution and delivery of the Definitive Documents:

(i) by the mutual written consent of the Parties;

(ii) by either Party, if the Definitive Documents have not been executed and delivered by the Parties on or before November 30, 2021 (the "Outside Date");

(iii) by either Party, if (A) there has been a material breach of or any material failure to perform any covenant or agreement of the other Party herein (including Section 4(e)), or any representation or warranty of the other Party herein shall be or shall have become inaccurate in any material respect, and (B) such breach, failure to perform or inaccuracy (1) is not cured by the other Party prior to the earlier to occur of (x) the Outside Date and (y) the date that is fifteen (15) business days after the delivery of written notice of such breach, failure to perform or inaccuracy by such Party to the other Party, or (2) is not capable of being cured by the Outside Date; provided, that the right to terminate this Agreement pursuant to this Section 11(a)(iii) shall not be available to a Party if such Party is then in material breach of any of its representations, warranties, covenants or agreements contained in this Agreement;

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(iv) by Aditxt, if the circumstances set forth in Schedule 3 hereto are satisfied;

(v) by Aditxt, pursuant to the last sentence of Section 4(b);

(vi) by AiPharma, if Aditxt breaches Section 4(d); or

(vii) by AiPharma, if at any time during the Interim Period, the Initial Aditxt Shares and Secondary Aditxt Shares, collectively, represent less than 50.1% of the issued and outstanding shares of Aditxt Common Stock as of such time (including, for this purpose, any shares of Aditxt Common Stock issuable upon the exercise or conversion of any securities issued during the Interim Period, other than any securities which were issued with the prior written approval of AiPharma).

(b) If this Agreement is terminated pursuant to Section 11(a)(i) or Section 11(a)(ii), then AiPharma shall make the $4,000,000 contemplated by the Loan Documents (the "$4M Payment") on November 30, 2021.

(c) If Aditxt terminates this Agreement pursuant to Section 11(a)(iii), then AiPharma shall pay to Aditxt, in cash by wire transfer of immediately available funds (to an account designated by Aditxt), the $4M Payment under the Loan Documents on November 30, 2021.

(d) If Aditxt terminates this Agreement pursuant to Section 11(a)(iv), then AiPharma shall pay to Aditxt, in cash by wire transfer of immediately available funds (to an account designated by Aditxt), the $4M Payment under the Loan Documents on November 30, 2021, subject to any limitations in Schedule 3.

(e) If Aditxt terminates this Agreement pursuant to Section 11(a)(v), then (i) the obligation of AiPharma to make the $4M Payment shall be terminated and be of no further force or effect, and (ii) Aditxt shall pay to AiPharma, in cash by wire transfer of immediately available funds (to an account designated by AiPharma), a termination fee equal to $4,000,000 on November 30, 2021.

(f) If AiPharma terminates this Agreement pursuant to Section 11(a)(iii) or Section 11(a)(vi), then (i) the obligation of AiPharma to make the $4M Payment shall be terminated and be of no further force or effect, and (ii) Aditxt shall pay to AiPharma, in cash by wire transfer of immediately available funds (to an account designated by AiPharma), a termination fee equal to $4,000,000 on November 30, 2021.

(g) If AiPharma terminates this Agreement pursuant to Section 11(a)(vii), then the obligation of AiPharma to make the $4M Payment shall be terminated and be of no further force or effect.

(h) Upon the execution and delivery of the Definitive Documents by the Parties, this Agreement shall automatically terminate, and the Definitive Documents shall supersede this Agreement in its entirety and in all respects as will be provided in the Definitive Documents. The Parties acknowledge and agree that this Agreement is not the "Definitive Agreement" contemplated by the Loan Documents.

(i) The Parties acknowledge and agree that during the Interim Period, Aditxt will not have any right to require AiPharma to pay the $4M Payment under any circumstances, except as specifically set forth in this Section 11.

12. Severability. If any provision of this Agreement, or the application thereof to any Person or circumstance is held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other Persons or circumstances, shall not be affected thereby, and to such end, the provisions of this Agreement are agreed to be severable. Upon such determination that any term or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to replace such provision with a valid, legal and enforceable provision that corresponds as closely as possible to the intentions of the Parties as expressed so as to effect the original intent of the Parties as closely as possible in order that the transactions contemplated herein are consummated as originally contemplated to the fullest extent possible.

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13. Choice of Law/Consent to Jurisdiction. All disputes, claims or controversies arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its rules of conflict of laws. Each Party hereby irrevocably and unconditionally (a) consents to submit to the sole and exclusive jurisdiction of the Chancery Court of the State of Delaware for any Proceeding arising out of or relating to this Agreement or the negotiation, validity or performance of this Agreement or the transactions contemplated hereby; provided, that if (and only after) such courts determine that they lack subject matter jurisdiction over any such Proceeding, such Proceeding shall be brought in the Federal courts of the United States located in the State of Delaware (in such order, the "Chosen Courts"), (b) waives any objection to the laying of venue of any such Proceeding in the Chosen Courts, and (c) agrees not to plead or claim in any Chosen Court that such Proceeding brought therein has been brought in any inconvenient forum. Each Party hereby agrees not to commence any such Proceeding other than before the appropriate Chosen Courts. Each Party agrees that a final, non-appealable judgment in any Proceeding so brought shall be conclusive and may be enforced by suit on the judgment in any court of competent jurisdiction, or in any other manner provided by law. Each Party agrees that service of summons and complaint or any other process that might be served in any Proceeding hereunder may be made on such Party by sending or delivering a copy of the process to such Party to be served at the address of such Party and in the manner provided for the giving of notices in Section 6. Nothing in this Section 13, however, shall affect the right of any Party to serve legal process in any other manner permitted by law.

14. Waiver of Jury Trial. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY THE TRANSACTIONS CONTEMPLATED HEREBY OR THE NEGOTIATION, VALIDITY OR PERFORMANCE HEREOF.

15. Descriptive Headings; Interpretation. The descriptive headings in this Agreement are for convenience of reference only and will not be deemed to alter or affect the meaning or interpretation of any provision of this Agreement. The Parties are sophisticated and have been represented by attorneys throughout the transactions contemplated hereby who have carefully negotiated the provisions hereof. As a consequence, the Parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any agreement or instrument executed in connection herewith, and therefore waive their effects.

16. Entire Agreement. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, understandings and agreements (whether oral or written) between the Parties relating to the same.

17. Counterparts. This Agreement may be executed in two or more counterparts, which together shall constitute a single agreement. Delivery of an executed counterpart of a signature page to this Agreement by pdf or electronic mail intended to preserve the original graphic and pictorial appearance of the signature shall be effective as delivery of a manually executed original counterpart of this Agreement.

[*Signature page follows*]

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

AiPharma Global Holdings LLC

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: CEO

Aditxt, Inc.

By: */s/ Amro Albanna*
Name: Amro Albanna
Title: Chief Executive Officer

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EXHIBIT A

Material Terms for Subsequent Transaction

Defined Terms	As used herein, the following terms shall have the following meanings: "A&R Holdco LLC Agreement" means the Amended and Restated Limited Liability Company Agreement of Holdco, to be dated as of the date of the Initial Closing (as defined below), to be entered into among Holdco, AiPharma and Aditxt at the Initial Closing. "Holdco" means AiPharma Development LLC, a Delaware limited liability company or such other entity designated as part of the Restructuring that is a wholly-owned subsidiary of AiPharma and will directly or indirectly hold all of the Acquired Assets at the Initial Closing in accordance with Section 4(e) of the Transaction Agreement. "Initial Aditxt Shares" means 4,812,995 shares of Aditxt Common Stock (as further described in Schedule 5). "Outstanding Loan" means, as of the Initial Closing, all amounts due and owing under the Loan Documents (including, without limitation, all principal (including the amount of any Additional Borrowings), accrued and unpaid interest, and any fees or other amounts payable in connection with the repayments and cancelation thereof as contemplated by the Definitive Purchase Agreement). "Purchased Holdco Interests" means ten percent (10%) of the issued and outstanding equity interests of Holdco. "Subsequent Transaction" means the transaction set forth in this Exhibit A.
Subsequent Transaction	Initial Closing: Upon (x) the execution and delivery of the Definitive Purchase Agreement by the Parties, (y) the completion of the Restructuring by AiPharma and (z) any approval from the Committee on Foreign Investment in the United States ("CFIUS") required to be obtained prior to the execution of the Definitive Purchase Agreement, if any (the "Initial Closing"): (i) AiPharma shall subscribe for and purchase the Initial Aditxt Shares in exchange for the sale of the Purchased Holdco Interests contemplated by clause (ii) below and the other consideration contemplated herein, and Aditxt shall sell and issue (in book-entry form) the Initial Aditxt Shares to AiPharma. (ii) Aditxt shall subscribe for and purchase the Purchased Holdco Interests in exchange for the issuance of the Initial Aditxt Shares contemplated by clause (i) above and the other consideration contemplated herein, and AiPharma shall sell the Purchased Holdco Interests to Aditxt.

(iii) Aditxt to exchange the Outstanding Loan as part of the consideration for the Purchased Holdco Interests. Promptly after the Initial Closing (and in any event within (10) business days thereafter), Aditxt will take all actions necessary or desirable to cause the release of all liens over the properties and assets of AiPharma and its subsidiaries securing the Outstanding Loan and any and all other obligations under the Loan Documents (including, without limitation, providing any releases reasonably necessary or desirable to evidence the satisfaction and release of such liens). The Parties will acknowledge and agree that (a) it will be deemed for all purposes that Aditxt paid to AiPharma, as partial consideration for the Purchased Holdco Interests, cash in

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an amount equal to the Outstanding Loan, and, immediately after such payment, AiPharma paid such cash to Aditxt in satisfaction of the Outstanding Loan, and (b) upon the deemed repayment of the Outstanding Loan pursuant to the terms of this clause (iii), all Loan Documents will be terminated and be of no further force or effect, without any further liability thereunder on the part of the Parties and their respective affiliates.

(iv) To the extent the aggregate amount of the Additional Borrowings actually made prior to the Initial Closing is less than $8.5 million, then Aditxt shall (a) have an obligation to pay to AiPharma an amount equal such difference (the "Loan Shortfall") prior to the Secondary Closing and (b) in furtherance of the foregoing, pay 70% of any and all cash proceeds it receives after the Initial Closing in connection with exercises of the Existing Aditxt Warrants to AiPharma until the Loan Shortfall has been paid in full. To the extent Aditxt decides to raise additional funds to allow it to pay the Loan Shortfall, Aditxt shall consult with (and consider in good faith any comment from) AiPharma in connection therewith. Aditxt's obligation to pay the Loan Shortfall shall survive any termination of the Definitive Purchase Agreement.

Additionally, at the Initial Closing:

(a) Aditxt to deliver to AiPharma (i) a signature page to the A&R Holdco LLC Agreement, duly executed by Aditxt, and (ii) the Initial Aditxt Shares, in book entry form; and

(b) AiPharma to deliver to Aditxt (i) signature page(s) to the A&R Holdco LLC Agreement, duly executed by Holdco and AiPharma, and (ii) a copy of Exhibit A to A&R Holdco LLC Agreement reflecting the transfer of the Purchased Holdco Interests to Aditxt.

Secondary Closing:

Two (2) business days following the satisfaction or (to the extent permitted by applicable Law) waiver of all of the conditions precedent set forth in the Definitive Purchase Agreement (the "Secondary Closing"):

(A) Aditxt to issue to (i) AiPharma, (ii) any wholly-owned subsidiary of AiPharma, (iii) any member or related person of AiPharma, (iv) any parent company or other holding company of AiPharma, or (v) any combination of the foregoing (in each case, as specified by AiPharma) sufficient shares of Aditxt Common Stock (such additional shares, the "Secondary Aditxt Shares") such that the Initial Aditxt Shares and the Secondary Aditxt Shares collectively (the "AiPharma Aditxt Stock") shall equal 44,714,453 (as further described in Schedule 5) in the aggregate (i.e., because the number of Initial Aditxt Shares was equal to 4,812,995, the number of Secondary Aditxt Shares will equal 39,901,458).

(B) AiPharma to transfer all the remaining equity interests of Holdco to Aditxt.

(C) AiPharma shall deliver agreements by its major holders who may hold directly Aditxt shares after the Closing regarding certain limitations on sales by such holders of Aditxt shares (based on the number Aditxt shares they hold, if any) for a period of 6 months after the Closing in the form agreed to by the Parties.

Transaction Structure

It is currently contemplated that the Subsequent Transaction will be structured as a sale by AiPharma of 100% of the equity interests of Holdco to Aditxt in exchange for the Initial Aditxt Shares and the Secondary Aditxt Shares. However, the Parties agree that AiPharma may implement the Restructuring (as defined in Section 4(e) of the Transaction Agreement) and

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change the structure of the Subsequent Transaction (and the Definitive Documents shall reflect such structure) as provided in Section 4(e) of the Transaction Document.

Representations and Warranties

Parties to make representations and warranties in the Definitive Documents (the "R&Ws") that are customary for transactions of this type and reciprocal (other than differences which are necessary as a result of AiPharma being a private company and Aditxt being a public company), including, but not limited to, the R&Ws set forth on Exhibit B hereto (which R&Ws shall be given by the Parties as of the dates of the respective signing of both the Transaction Agreement and the Definitive Purchase Agreement) and in the case of AiPharma shall include the representation in Section 3(i) of the Transaction Agreement.

None of the Parties' respective R&Ws will survive the Secondary Closing, and no Party will have any liability for any representations or warranties of any person or entity except for fraud, gross negligence or willful malfeasance in connection with making the R&Ws.

Covenants

The Definitive Documents will have customary covenants (including, with respect to AiPharma, that Holdco will be subject to such covenants), including:

- interim operating covenants, with (i) customary exceptions for compliance with applicable laws, actions that are expressly required or expressly permitted, COVID-19 measures, and scheduled items, and (ii) exceptions that are consented to by the other Party, such consent not to be unreasonably withheld, conditioned or delayed (and consent will be deemed to be given if no response within three (3) business days);
- public announcements;
- exclusivity (including, with respect to Aditxt's obligations, a "no shop" provision, and a "fiduciary out") and;
- confidentiality and access to information.

During the period from the Initial Closing to the Secondary Closing or termination of the Definitive Purchase Agreement (if terminated), Aditxt shall not issue any securities (which shall not include debt financings in the ordinary course of business) without the prior written consent of AiPharma, other than: (i) shares of Aditxt Common Stock pursuant to exercises of Existing Aditxt Warrants; (ii) shares of Aditxt Common Stock pursuant to exercises of Existing Aditxt Options; (iii) securities, in the ordinary course of business consistent with past practice, pursuant to the Aditxt 2021 Omnibus Equity Incentive Plan and the Aditxt 2017 Equity Incentive Plan, as amended as of the date hereof; and (iv) securities to consultants in the ordinary course of business (outside of the foregoing plan(s)) up to 500,000 shares of Aditxt Common Stock.

The Parties will also retain a proxy solicitor to get approval of the Definitive Purchase Agreement and any other matters contemplated thereby which requires the consent of the Aditxt stockholders.

The Parties will also consult with each other on whether to pursue support agreements with any significant stockholders of Aditxt with the goal of facilitating the approval by the Aditxt stockholders of the contemplated transactions.

None of the Parties' covenants that are to be performed prior to the Secondary Closing will survive the Secondary Closing, and no Party will have any liability for any such covenants after the Secondary Closing.

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The Parties will discuss with each other the inclusion in the Definitive Purchase Agreement of appropriate provisions relating to the amendment of Aditxt's certificate of incorporation and bylaws.

Consents and Approvals

The only consents/approvals which will be required for and constitute conditions to the Secondary Closing of the Subsequent Transaction will include, among others:

- HSR (to the extent it is determined to be applicable);
- CFIUS (to the extent applicable);
- the approvals of the stockholders of Aditxt of all matters required for the Secondary Closing (the "Stockholder Approvals"); and
- NASDAQ – for the continued listing of the Aditxt Common Stock after the Secondary Closing, and the listing of the (i) Initial Aditxt Shares (in connection with the issuance thereof at the Initial Closing) and (ii) Secondary Aditxt Shares (in connection with the issuance thereof at the Secondary Closing).

The Parties will use their respective commercially reasonable efforts to (i) prepare and submit any required HSR or CFIUS filings and the Nasdaq application promptly after signing of the Definitive Documents (and in any event within 10 business days), and (ii) obtain any required HSR, CFIUS and Nasdaq approvals as promptly as practicable.

Closing Conditions

The closing conditions (in addition to the consents and approvals referenced above) to the Secondary Closing will be, among others, customary closing conditions relating to:

- No illegality (based on law or order);
- Bringdown of R&Ws (with all R&Ws being subject to a materiality strip and an aggregate MAE standard);
- Bringdown of covenants (performed in all material respects);
- Officer's certificate regarding bringdown of R&Ws and covenants;
- No MAE;
- Evidence of issuance of the Secondary Aditxt Shares;
- Listing of the Initial Aditxt Shares and Secondary Aditxt Shares on the Nasdaq Stock Market at, and the continuous listing of the Aditxt Common Stock on the Nasdaq Stock Market through, the Secondary Closing;
- Delivery of interest transfer power relating to the Purchased Holdco Interests (no certificate will be delivered), the withdrawal of AiPharma as a member of Holdco and the resignations of all managers and officers thereof;
- Effectiveness of the S-4 and or any other documents filed with the SEC; and
- Other customary closing deliverables.

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Termination	The Definitive Documents will provide for customary termination rights (e.g., mutual agreement, final non-appealable order prohibiting the Subsequent Transaction, no closing by agreed end date (with customary extension if any of CFIUS, HSR (if applicable) or Stockholder Approval is the only condition that is not satisfied), material breach resulting in failure of rep/ covenant closing condition, failure to obtain the Stockholder Approval at the Aditxt stockholder meeting). The Definitive Purchase Agreement will contain customary "no solicit" and "fiduciary out" provisions. If the Definitive Purchase Agreement is terminated under the following circumstances, a termination fee of $3 million will be payable by the person specified below: ● By the breaching party, in the case of a material breach by the breaching party of a representation, warranty, covenant or agreement resulting in a failure of a closing condition of such party. ● By Aditxt, upon the exercise by Aditxt of its "fiduciary out".
Registration; Registration Rights	● Aditxt shall prepare and file an S-4/Proxy Statement covering the issuance of the Secondary Aditxt Shares. ● Aditxt and AiPharma shall enter into a Registration Rights Agreement, pursuant to which, among other customary registration rights provided to a significant stockholder, AiPharma shall have registration rights that require Aditxt to prepare and file an S-3 Registration Statement (the "Shelf"), to be effective no later than three (3) months following the Secondary Closing, to register the resale of the Initial Aditxt Shares and Secondary Aditxt Shares issued to and held by AiPharma (or any of its assignees or transferees) (the "Selling Stockholders"). The Registration Rights Agreement shall provide for the following, among other customary registration rights to AiPharma: o that the Shelf shall be maintained and kept effective until the Selling Stockholders have sold all of the Initial Aditxt Shares and Secondary Aditxt Shares; and o that the Selling Stockholders shall also have registration rights with respect to underwritten offerings and piggyback registration rights.
Post-Closing Governance of Aditxt	The Parties will in good faith agree on and document in the Definitive Documents the parameters and constitution of Aditxt's Board of Directors from and after the Secondary Closing, taking into account all applicable statutory, regulatory, accounting, and legal requirements, the share ownership of Aditxt from and after the Secondary Closing, director qualifications and business needs. Upon such agreement, such directors will be nominated by the board of directors following the nominating procedures of Aditxt consistent with past practices; provided, that if the 2022 annual meeting occurs prior to the Closing, the board of directors of Aditxt shall implement such nominated board from and after the Secondary Closing and recommend such board for election at the next annual stockholders meeting.
Post-Closing Equity Incentive Plan	Aditxt shall establish a new equity incentive plan providing for the issuance of awards for up to 10 million shares of Aditxt Common Stock. The Parties shall negotiate in good faith the key parameters for the equity incentive plan, to be set forth in the Definitive Purchase Agreement.
Employment Agreements	The Parties shall agree on the forms of employment agreements and the individuals who will be entering into them, which shall include, but not be limited to the executive management teams and key advisors of the consolidated companies. Such employment agreements will be entered into at or prior to the Initial Closing and shall automatically (i) become effective

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upon the Secondary Closing and (ii) terminate upon any termination of the Definitive Purchase Agreement.

Transaction Expenses	Except as noted herein, each Party will be responsible for its own customary transaction expenses (e.g., advisors, legal, accounting).

Exhibit B

Investment Representations

Each Party represents and warrants (solely with respect to itself) to the other Party as of the date hereof that:

1. the Party making this representation has been furnished by the other Party with all information regarding (a) such other Party, and (b) the Securities, and any additional information that it has requested or desired to know, and has been afforded the opportunity to ask questions of, and receive answers from, duly authorized officers or other representatives of such other Party concerning the aforementioned. For purposes of this Exhibit B, the term "Securities" shall mean either the Initial Aditxt Shares or the Purchased Holdco Interests, as applicable;

2. no Securities were offered or sold to the Party making this representation by means of any form of general solicitation or general advertising, and in connection therewith, such Party did not (a) receive or review any advertisement, article, notice or other communication published in a newspaper or magazine or similar media or broadcast over television or radio, whether closed circuit, or generally available, or (b) attend any seminar meeting or industry investor conference whose attendees were invited by any general solicitation or general advertising;

3. the Party making this representation acknowledges that the issuance of the Securities has not been reviewed by the U.S. Securities and Exchange Commission (the "SEC") nor any state regulatory authority, and the issuance of the Securities is intended to be exempt from the registration requirements of the Securities Act of 1933, as amended ("Securities Act"), pursuant to Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder. Such Party understands that the Securities have not been registered under the Securities Act or under any state securities or "blue sky" laws and agrees not to sell, assign or otherwise transfer or dispose of the Securities unless they are registered under the Securities Act and under any applicable state securities or "blue sky" laws or unless an exemption from such registration is available;

4. the Party making this representation consents to the placement of a legend on any certificate or other document evidencing the Securities that such Securities have not been registered under the Securities Act or any state securities or "blue sky" laws. Such Party is aware that the issuer of such Securities will make a notation in its appropriate records with respect to the restrictions on the transferability of such Securities;

5. the Party making this representation represents that it is an "accredited investor", as such term is defined in Rule 501(a) of Regulation D promulgated under the Securities Act; and

6. the Party making this representation has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Securities, and it and any accounts for which it is acting are able to bear the economic risks of and an entire loss of its or their investment in the Securities.

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Exhibit 10.11

FIRST AMENDMENT TO SECURED CREDIT AGREEMENT

FIRST AMENDMENT TO SECURED CREDIT AGREEMENT dated as of October 18, 2021 (this "Amendment"), between AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company ("DE Topco"), AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands ("BVI Holdco") and AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong ("HK Opco" and together with DE Topco and BVI Holdco, individually and collectively, the "Borrower") and ADITXT, INC., a Delaware corporation (the "Lender").

RECITALS

A. Lender made a loan to Borrower pursuant to a Secured Credit Agreement, dated as of August 27, 2021 (as the same may be amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

B. Lender and Borrower have entered into an extension letter dated September 30, 2021 to extend the "Exclusivity Period" (as defined in the Combination LOI) to October 4, 2021.

C. Lender and DE Topco have entered into a Transaction Agreement, dated as of October 4, 2021 (as the same may be amended, supplemented or otherwise modified from time to time, the "Transaction Agreement") pursuant to which, the parties agreed, among other things, to further extend the Exclusivity Period through November 30, 2021, on the terms and conditions set forth therein.

D. Pursuant to the Section 1 of the Transaction Agreement, the Lender has agreed (on the terms set forth therein) to make certain additional loans to Borrower.

E. In accordance with the provisions of Section 1(b) of the Transaction Agreement, Lender and DE Topco have agreed to use commercially reasonable efforts to amend the Loan Documents in a manner consistent with the Transaction Agreement.

In consideration of the mutual covenants and agreements herein contained and contained in the Transaction Agreement, the parties hereto agree as follows:

1. Defined Terms. Any and all initially capitalized terms used in this Amendment (including, without limitation, in the Recitals to this Amendment) without definition shall have the respective meanings assigned thereto in the Credit Agreement, or if not defined therein, as defined in the Transaction Agreement.

2. Additional Defined Terms. Section 1.01 of the Credit Agreement is hereby amended and supplemented to add the following additional defined terms:

"Additional Borrowings" has the meaning given to it in the Combination LOI.

"Available Borrowing Capacity" shall mean the lesser of (x) seventy percent (70%) of any and all net cash proceeds Lender receives during the Interim Period in connection with (A) exercises of the Existing Aditxt Warrants (as defined in the Combination LOI) or (B) any other capital raises, and (y) the Borrowing Capacity.

"Borrowing Capacity" has the meaning given to it in the Combination LOI.

"Borrowing Request" means a borrowing request in the form of Exhibit A.

"Interim Period" has the meaning given to it in the Combination LOI.

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3. Amended Defined Terms. The following defined terms, as set forth in Section 1.01 of the Credit Agreement, are hereby amended and restated in their entirety to read as follows:

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"Combination LOI" means the Transaction Agreement between Lender and DE Topco, dated as of October 4, 2021, as the same may be amended, supplemented or otherwise modified from time to time.

"Combination LOI Binding Provisions" means all of the provisions of the Combination LOI.

"Combination LOI Termination Event" means the termination of the Combination LOI in accordance with Section 11 of the Combination LOI.

"Combination LOI Termination Fee" means the fee payable by the Borrower to Lender pursuant to clause (b), (c) or (d) of Section 11 of the Combination LOI.

"Credit Extension" means the any Loan or other extension of credit made by the Lender to the Borrower from time to time.

"Definitive Agreement" has the meaning given to it in the Combination LOI.

"Loan" means the Term Loan, any Additional Borrowings or any other loan made by the Lender to the Borrower from time to time.

"Maturity Date" means the earlier to occur of (a) November 30, 2021, or (b) a Combination LOI Termination Event.

4. Credit Extensions. Article II of the Credit Agreement is hereby amended to read in full as follows:

ARTICLE II
CREDIT EXTENSIONS

SECTION 2.01 Loans

(a) Term Loan. Lender made a Term Loan to the Borrower on the Closing Date in the amount of $6,500,000. Amounts borrowed under this Section 2.01(a) and repaid or prepaid may not be reborrowed.

(b) Additional Borrowings. Lender shall, from time to time, make additional Loans to Borrower during the Interim Period in an amount not to exceed the Available Borrowing Capacity from time to time, on the following terms and conditions:

(i) Combination LOI. Each Additional Borrowing shall be subject to the terms and conditions set forth in the Combination LOI.

(ii) Notice of Available Borrowing Capacity. Lender shall notify the Borrower in writing on each Tuesday during the Interim Period of the aggregate Available Borrowing Capacity and the amount thereof remaining for Additional Borrowings by the Borrower (based on the previous Additional Borrowings loaned to Borrower out of the Additional Borrowing Capacity during the Interim Period). Such notices shall be sent to xxx via email at xxxx@aipharmalab.com. Amounts borrowed and repaid or prepaid may not be reborrowed.

(iii) Borrowing Request. Each Additional Borrowing shall be made upon the Borrower's irrevocable notice to the Lender. Each such notice shall be in the form of the Borrowing Request, appropriately completed and signed by a Responsible Officer of the Borrower and must be received by the Lender not later than 11:00 a.m. (New York City time) at least two (2) Business Days and not more than five (5) Business Days prior to the funding date, such funding date to be not later than the last day of the Interim Period. Borrower shall not be permitted to submit more than one Borrowing Request in any five (5) Business Day period. Such notices shall be sent to Thomas J. Farley, via email at xxxx@aditxt.com (with a cc to xxxx@aditxt.com and xxxx@aditxt.com), and shall be confirmed by phone by either Thomas J. Farley at xxx-xxx-xxxx or Thomas Eaton at xxx-xxx-xxxx. If Lender elects to terminate the Combination LOI pursuant to Section 11 of the Combination LOI (after its receipt of a Borrowing Request but before Lender is required to fund such Additional Borrowing), Lender shall not be required to make the Additional Borrowing available to Borrower.

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(iv) Other Documents. Borrower shall execute such other certificates and amendments to the Collateral Documents as Lender may reasonably request; including, without limitation a certification as to the existence of any material Event of Default.

SECTION 2.02 Prepayments

(a) Optional Prepayments. The Borrower may, upon notice to the Lender, at any time and from time to time prepay any Loan or Credit Extension in whole or in part (provided any such principal payment shall include any accrued interest thereon) without premium or penalty. Once repaid Borrower may not reborrow any Loans or other Credit Extensions.

(b) [Omitted]

SECTION 2.03 Repayment of Credit Extensions at Maturity. The Borrower shall repay to the Lender on the Maturity Date the aggregate principal amount of the Loans (together with any other Credit Extensions made from time to time by Lender) together with all accrued interest, fees and expenses and any other Obligations outstanding on such date.

SECTION 2.04 Interest.

(a) Interest Rates. Subject to paragraph (b) of this Section, the Loans and other Credit Extensions shall bear interest at the Applicable Rate of 8.00% per annum.

(b) Default Interest. If any amount payable by the Borrower under this Agreement or any other Loan Document (including principal of the Loans or other Credit Extensions, interest, fees and other amount) is not paid when due, whether at stated maturity, by acceleration or otherwise, such amount shall thereafter bear interest at a rate per annum equal to the applicable Default Rate. At the election of the Lender, while any Event of Default exists, the Borrower shall pay interest on the principal amount of all Loans and other Credit Extensions outstanding hereunder at a rate per annum equal to the applicable Default Rate.

(c) Interest Payment Dates. Accrued interest on the Loans and other Credit Extensions shall be paid in arrears on the Maturity Date.

(d) Interest Computation. All interest hereunder shall be computed on the basis of a year of 365 days (or 366 days in a leap year) compounded monthly.

SECTION 2.05 Combination LOI Termination Fee. Solely to the extent the Combination LOI Termination Fee shall be payable by the Borrower to Lender pursuant to Section 11 of the Combination LOI, Borrower shall pay the Combination LOI Termination Fee to Lender, at such time as the payment thereof shall be required under Section 11 of the Combination LOI, in accordance with the terms and conditions set forth in the Combination LOI. For the avoidance of doubt, the Combination LOI Termination Fee shall not be deemed a fee payable in respect of, nor interest accrued on, any Loan or Credit Extension hereunder, and shall be deemed solely to be an obligation arising under the Combination LOI.

SECTION 2.06 Evidence of Debt. The Lender shall maintain in accordance with its usual practice records evidencing the indebtedness of the Borrower resulting from each Loan or other Credit Extension made by the Lender. The entries made in the records maintained pursuant to this Section 2.06 shall be prima facie evidence absent manifest error of the existence and amounts of the obligations recorded therein. Any failure of the Lender to maintain such records or make any entry therein or any error therein shall not in any manner affect the obligations of the Borrower under this Agreement and the other Loan Documents.

SECTION 2.07 Payments Generally. All payments to be made by the Borrower hereunder and the other Loan Documents shall be made without condition or deduction for any counterclaim, defense, recoupment or setoff. Except as otherwise expressly provided herein, all such payments shall be made to the Lender in immediately available funds not later than 12:00 noon (East Coast time) on the date specified herein. All amounts received by the Lender after such time on any date shall be deemed to have been received on the next succeeding Business Day and any applicable interest or fees shall continue to accrue. If any payment to be made by the Borrower shall fall due on a day that is not a Business Day, payment shall be made on the next succeeding Business Day and such extension of time shall be reflected in computing interest or fees, as the case may be; provided that, if such next succeeding Business Day would fall after the applicable Maturity Date, payment shall be made on the immediately preceding Business Day. Except as otherwise expressly provided herein, all payments hereunder or under any other

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Loan Document shall be made in Dollars. Unless Lender sends notice to the Borrower will alternative payment instructions, all payments to Lender should be made either via ACH or wire transfer via the following payment instructions:

For ACH delivery:
Bank Routing Number: XXXXXXXXX
Account Number: XXXXXXXXXXX
Account Name: XXXXXXXXXXXXX

For Wire Transfers:
Bank Routing Number: XXXXXXXXXX
SWIFT Code: XXXXXXXXX
General Bank Reference Address: XXXXXXXXXXXXX
Account Number: XXXXXXXXXXXXXXX
Account Name: XXXXXXXXXXXXXXXXX

5. Borrowing Request. The Credit Agreement is hereby amended and supplemented to add a new Exhibit A thereto in the form of Exhibit A hereto.

6. Miscellaneous Provisions. The provisions of Article VIII of the Credit Agreement are incorporated herein by this reference *mutatis mutandis*.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.

AIPHARMA GLOBAL HOLDINGS LLC, a Delaware limited liability company

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

AIPHARMA HOLDINGS LIMITED, a company formed under the laws of the British Virgin Islands

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

AIPHARMA ASIA LIMITED, a company formed under the laws of Hong Kong

By: */s/ Alessandro Gadotti*
Name: Alessandro Gadotti
Title: Authorized Representative

ADITXT, INC., a Delaware corporation

By: */s/ Amro Albanna*
Name: Amro Albanna
Title: Chief Executive Officer

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Exhibit 10.12

AMENDED AND RESTATED
EXECUTIVE AGREEMENT

This Amended and Restated Executive Agreement (the "Agreement") is made and entered into effective as of November 14, 2021 (the "Effective Date"), by and between Amro Albanna (the "Executive") and Aditxt, Inc., a Delaware corporation (the "Company"). This Agreement amends and restates that certain Employment Agreement, dated February 24, 2021, by and between Executive and the Company (the "Prior Agreement"), and supersedes the Prior Agreement in its entirety.

R E C I T A L S

A. WHEREAS, the Company wishes to retain Executive as its Chief Executive Officer; and

B. WHEREAS, in order to provide Executive with the financial security and sufficient encouragement to become retained by the Company, the Board of Directors of the Company (the "Board") and the Compensation Committee believes that it is in the best interests of the Company to provide Executive with certain engagement terms and severance benefits as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained and the engagement of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in substantial personal enrichment of Executive in connection with Executive's engagement with the Company; (ii) Executive's conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) Executive's willful misconduct that is materially injurious to the Company; (iv) a material breach of Executive's proprietary information agreement that is materially injurious to the Company; or (v) Executive's (1) material failure to perform Executive's duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, fifty percent (50%) or more of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

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(c) "Disability" means a physical or mental disability, which prevents Executive from performing Executive's duties under this Agreement for a period of at least 120 consecutive days in any twelve-month period or 150 nonconsecutive days in any twelve-month period.

(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a significant reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a material reduction of Executive's base compensation or target bonus opportunities as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than twenty (20) miles from Executive's current principal location without the prior written consent of Executive; (iv) requiring Executive to travel on behalf of the Company for more than two (2) consecutive weeks or for more than twelve (12) weeks in a calendar year without the prior written consent of Executive; (v) requiring Executive to report to someone other than the Board of the ultimate parent of the Company, or if no such ultimate parent entity, then the Board of the Company, without the prior written consent of Executive; (vi) a material breach by the Company of this Agreement or any other agreement with Executive that is not corrected within fifteen (15) days after written notice from Executive (or such earlier date that the Company has notice of such material breach); (vii) the failure of the Company to obtain the written assumption of this Agreement by any successor contemplated in Section 12 below; or (viii) requiring Executive to engage in conduct that Executive reasonably believes to be unethical or dishonest; provided, however, that Executive's resignation shall not constitute a resignation for Good Reason unless (1) Executive provides written notice to the Company describing the existence of any Good Reason condition(s) within sixty (60) days of the date of the initial existence of the condition(s), (2) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

2. Duties and Scope of Position. During the Engagement Term (as defined below), Executive will serve as the Chief Executive Officer of the Company, reporting to the Board, and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Engagement Term, Executive will provide services in a manner that will faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's investments, other business affairs and other matters or serving on civic or charitable boards or committees, provided that no such activities materially interferes with the performance of Executive's obligations under this Agreement, and provided further that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below. During the Engagement Term, Executive agrees to disclose to the Company those other companies of which Executive is a member of the Board of Directors, an executive officer, or a consultant.

3. Term. The term of Executive's engagement under this Agreement shall commence as of the Effective Date and shall continue until November 14, 2023 (the "Initial Term End Date"), unless earlier terminated in accordance with Section 8 hereof. The term of Executive's engagement shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the Engagement Term (as defined below), such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Engagement Term. The period commencing as of the Effective Date and ending Initial Term End Date or such later date to which the term of Executive's engagement under the Agreement shall have been extended is referred to herein as the "Engagement Term" and the end of the Engagement Term is the last day of employment.

4. Base Compensation. Initially, the Company shall pay to Executive a base compensation (the "Base Compensation") of $280,000 for calendar year 2021 (prorated for any partial year), payable in equal bimonthly installments. Effective January 1, 2022 Executive's Base Compensation shall be increased to $500,000. In addition, each year during the term of this Agreement, Executive shall be reviewed for purposes of determining the appropriateness of increasing Executive's Base Compensation hereunder. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Bonuses. In addition to Executive's Base Compensation, Executive shall be given the opportunity to earn an annual bonus (the "Bonus") of 2% of the Company's EBITDA with respect to an applicable year for which the Bonus is payable (the "Target Year"), provided, however, that such Bonus shall not exceed two times (2x) Executive's Base Compensation. The Bonus shall be paid by the

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fifteenth day of the third month of the fiscal year immediately following the Target Year. Other than in case of termination for Cause or voluntary resignation without Good Reason, in the event Executive is retained by the Company for less than the full Target Year for which a Bonus is earned pursuant to this Section 5, Executive shall be entitled to receive a pro-rated Bonus for such Target Year based on the number of days Executive was retained by the Company during such Target Year divided by 365 (the "Pro Rata Bonus"). In addition to the foregoing, Executive shall be eligible to earn additional discretionary bonuses as determined by the Board or its Compensation Committee in their sole discretion. The determinations of the Board or its Compensation Committee with respect to Bonuses will be final and binding.

6. Stock Incentive Grants. Executive shall participate in, and to receive grants under, the Company's stock incentive plan. The amount and terms of any such grants shall be determined by the Board or its Compensation Committee, including the exercise price (which shall be equal to or greater than fair market value per share on the date of grant), vesting terms, and other relevant provisions. The determinations of the Board or its Compensation Committee with respect to grants will be final and binding. Notwithstanding the foregoing, upon the occurrence of a Change of Control, as defined herein, where the Company becomes a subsidiary or division of an entity which, immediately prior to such Change in Control, in terms of enterprise value, is at least two (2) times larger than the Company, any unvested equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable.

7. Benefits. Executive shall participate in all employee welfare and benefit plans and shall receive such other fringe benefits as the Company offers to its senior executives and directors. Until such time that the Company implements an employee health insurance plan, the Company agrees to reimburse Executive for all COBRA payments Executive makes to maintain health insurance coverage for Executive and Executive's family. In addition, Executive shall be entitled to a personal car allowance from the Company during the Engagement Term of up to Six Hundred Fifty Dollars ($650) per month.

8. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in this Section 8, the Company may terminate Executive's engagement at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's engagement without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice. Executive's engagement shall terminate automatically in the event of Executive's death.

(b) Termination by Executive. Executive may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason or no reason. Executive may terminate the engagement for Good Reason without notice.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 8, Executive's engagement shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 8, in the event Executive is unable to perform Executive's duties as a result of Disability during the Engagement Term, the Company shall have the right to terminate the engagement of Executive by providing written notice of the effective date of such termination.

9. Payments Upon Termination of Engagement.

(a) Termination for Cause, Death or Disability or Termination by Executive Without Good Reason. In the event that Executive's engagement hereunder is terminated during the Engagement Term by the Company for Cause pursuant to Section 8(a), the Company elects not to renew the Engagement Term for Cause, by Executive without Good Reason, the Executive elects not to renew the Engagement Term without Good Reason (any termination described immediately preceding this parenthetical in this section 9(a), each a "Bad Leaver Termination"), or as a result of Executive's death or Disability pursuant to Section 8(c), the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination the Company shall pay to the Executive (i) a lump sum amount equal to any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus earned for the year immediately preceding termination, but unpaid and which shall be paid at such time that bonuses are paid to other executives (or as otherwise determined by the Board); (iii) for termination other than a Bad Leaver Termination, any Pro Rata Bonus; (iv) within 1 month following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and (v) any vested

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rights under any of the Company's compensation or benefit plans (other than the severance plan), to be paid and/or provided pursuant to the terms of such plans or agreements (collectively, "Accrued Compensation").

(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's engagement is terminated during the Engagement Term by the Company without Cause pursuant to Section 8(a), by Executive for Good Reason pursuant to Section 8(b), the Company elects not to renew the Engagement Term without Cause, or the Executive elects not to renew the Engagement Term for Good Reason, then the Company shall pay and/or provide Executive Accrued Compensation and, subject to Executive executing a release in the form set forth in Exhibit A attached hereto (such release becomes irrevocable within sixty (60) days of termination), the Company shall (i) pay to the Executive on the sixtieth (60th) following termination of employment a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the date of termination, (ii) provide reimbursement to Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twelve (12) month anniversary of the date of termination and (iii) cause any equity awards granted prior to the Effective Date, that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable. Notwithstanding the foregoing, if Executive's engagement is terminated or not renewed without Cause or for Good Reason and a Change of Control of the Company occurs within six (6) months after such termination or within twenty-four (24) months prior to such termination ("Change in Control Termination"), then Executive shall be entitled to the severance benefits set forth under Section 9(c) and not under this Section 9(b).

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 9(a) or 9(b) to the contrary, in the event of a Change in Control Termination, then Executive shall be entitled to receive Accrued Compensation and, subject to the Executive executing a release in the form set forth as Exhibit A attached here (and such release becomes irrevocable within sixty (60) days of termination), the following compensation and other benefits:

(i) on the sixtieth (60th) day of termination, the Company shall pay to the Executive a lump sum cash-payment equal to (a) the product of three times Executive's Base Compensation (then in effect as of the date of termination) and (b) reimburse Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twenty-four (24) month anniversary of the date of termination; provided, however, Executive will not be entitled to such COBRA premiums upon Executive's employment with a third party after termination;

(ii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, all of the equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable for a period of twenty four (24) months following the date of termination (but not later than when the award would otherwise expire); and

(iii) Severance benefits under this Section 9(c) and Section 9(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

(d) If Executive's employment terminates for any reason, Executive shall have no obligation to seek other employment and there shall be no setoff against amounts due to Executive under this Agreement for income or benefits from any subsequent employment.

10. Indemnification. The Company agrees to indemnify and hold harmless Executive, to the fullest extent permitted by the laws of the State of Delaware and applicable federal law in effect on the date hereof, or as such laws may be amended to increase the scope of such permitted indemnification, against any and all Losses if Executive was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Executive is solely a witness. For purposes of this section, "Claim" means any proceeding, threatened or contemplated civil, criminal, administrative or arbitration action, suit or proceeding and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding. "Indemnifiable Event" means any event or occurrence, whether occurring before, on or after the effective date of this Agreement, related to the fact that Executive was a director, officer, employee or agent of the Company or by reason of an action or inaction by Company in any such capacity whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement. "Losses" means any and all damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, reasonable expenses, including

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attorney's fees, experts' fees, court costs, transcript costs, travel expenses, printing, duplication and binding costs, and telephone charges, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating (including on appeal), or preparing to defend, be a witness or participate in, any Claim. The Company further agrees to maintain a directors and officers liability insurance policy covering Executive in an amount, and on terms no less favorable to Executive than the coverage the Company provides other senior executives and directors.

11. Section 409A It is intended that this Agreement and any payments or benefits provided to Executive whether under this Agreement or otherwise shall either be exempt from or comply with Internal Revenue Code (the "Code") Section 409A and this Agreement and such payments/benefits shall be interpreted and administered consistent with such intention. For this purpose, each payment shall be considered a separate and distinct payment. However, to the extent any such payments are treated as nonqualified deferred compensation subject to Section 409A of the Code, then no amount payable upon Executive's termination of employment shall be payable unless such termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h). In addition, if Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's termination benefits shall not be provided to Executive prior to the earlier of (x) the first business day of the seventh month after the date of Executive's "separation from service" with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)) or (y) the date of Executive's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Executive is a "specified employee" as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. In no event shall the date of termination of Executive's employment be deemed to occur until Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the date of termination.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's engagement by and service to the Company before, during and, if applicable, after the Engagement Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the

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Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such engagement, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's engagement, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. In consideration for the right to potentially receive payments under Sections 9(b) or 9(c) and in consideration for the Executive receiving equity awards in 2021, the Executive hereby covenants and agrees that during the Engagement Term and for a period of twelve (12) months following the last day of employment, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15(a), (i) "Competing Business" means any business competing with any products and/or services of the Company or its affiliates that exist or are in the process of being formed or acquired as of the Expiration Date (which shall include any biotechnology company focused on developing or marketing immunotherapy treatments) and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. The Executive further agrees that during the Engagement Term and for a period of one (1) year from the last day of employment, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave Executive or Executive's employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. The Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of Executive's covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages. Notwithstanding the foregoing, Executive acknowledges and Executive agrees that Executive shall be bound to the obligations set forth in Section 15 irrespective of any reason for Executive's termination of engagement (as described in Section 8).

16. Engagement Relationship. Executive's engagement with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's engagement at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between

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Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of Executive's engagement may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Excess Parachute Payments.

(a) If any portion of the amounts payable to Executive under this Agreement, either alone or together with other payments which the Executive has the right to receive from the Company (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other plans or agreements or otherwise) ("Payment"), constitute "excess parachute payments" within the meaning of Section 280G of the Code, that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment) (such taxes and assessments, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), and, if so, then Company shall pay or provide to Executive the greatest of the following, whichever gives Executive the highest net after-tax amount (after taking into account federal, state, local and payroll taxes at Executive's actual marginal rates and the Excise Tax): (1) all of the Payments or (2) Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code (the "Safe Harbor Amount"). Payments shall be made as follows: (A) if none of the Payments constitute nonqualified deferred compensation (within the meaning of Section 409A of the Code), then such reduction and/or repayment shall occur in the manner the Executive elects in writing prior to the date of Payment; or (B) if any Payment constitutes non-qualified deferred compensation or if the Executive fails to elect an order in the event that none of the Payments constitutes non-qualified deferred compensation (within the meaning of Section 409A of the Code), then the Payments to be reduced will be determined in a manner which maximizes the Executive's economic position and, to the extent the economic cost is equivalent between one or more Payments, such Payments will be reduced in the inverse order of when payment would have been made to the Executive, until the aggregate Payments payable to the Executive equal the Safe Harbor Amount (the "Reduced Amount"). The Company and Executive shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment).

(b) As a result of the uncertainty in the application of Section 280G of the Code, it is possible that Payments may be made by the Company, which should not have been made ("Overpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Certified Public Accountants, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive which said Certified Public Accountants believe has a high probability of success, determines that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no amount shall be payable by Executive to the Company in and to the extent such payment would not reduce the amount which is subject to taxation under Section 4999 of the Code. In the event that the Certified Public Accountants, based upon controlling precedent, determine that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code.

(c) The determination of the Excise Tax, Safe Harbor Amount and Reduced Amount, if any, and other amounts under this subsection 17 shall be made by, Golden Parachute Tax Solutions LLC, or if they are no longer in business or are unable to take on this engagement, the independent accounting firm employed by the Company immediately prior to the Change of Control, or such other nationally recognized certified public accounting firm as may be designated by the Executive ("Certified Public Accountants").

18. Miscellaneous Provisions.

(a) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

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(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of Delaware.

(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(f) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(g) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY: ADITXT, INC.

By: /s/ Corinne Pankovcin
Name: Corinne Pankovcin
Title: President

EXECUTIVE: /s/ Amro Albanna
AMRO ALBANNA

EXHIBIT A

FORM OF RELEASE

EXHIBIT B

CONFIDENTIALITY AGREEMENT AND INVENTIONS AGREEMENT

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Exhibit 10.13

EXECUTIVE AGREEMENT

This Executive Agreement (the "Agreement") is made and entered into effective as of November 14, 2021 (the "Effective Date"), by and between Corinne Pankovcin (the "Executive") and Aditxt, Inc., a Delaware corporation (the "Company").

R E C I T A L S

A. WHEREAS, the Company wishes to retain Executive as its President and Corporate Secretary; and

B. WHEREAS, in order to provide Executive with the financial security and sufficient encouragement to become retained by the Company, the Board of Directors of the Company (the "Board") and the Compensation Committee believes that it is in the best interests of the Company to provide Executive with certain engagement terms and severance benefits as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained and the engagement of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in substantial personal enrichment of Executive in connection with Executive's engagement with the Company; (ii) Executive's conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) Executive's willful misconduct that is materially injurious to the Company; (iv) a material breach of Executive's proprietary information agreement that is materially injurious to the Company; or (v) Executive's (1) material failure to perform Executive's duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, fifty percent (50%) or more of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

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(c) "Disability" means a physical or mental disability, which prevents Executive from performing Executive's duties under this Agreement for a period of at least 120 consecutive days in any twelve-month period or 150 nonconsecutive days in any twelve-month period.

(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a significant reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a material reduction of Executive's base compensation or target bonus opportunities as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than twenty (20) miles from Executive's current principal location without the prior written consent of Executive; (iv) requiring Executive to travel on behalf of the Company for more than two (2) consecutive weeks or for more than twelve (12) weeks in a calendar year without the prior written consent of Executive; (v) requiring Executive to report to someone other than Amro Albanna without the prior written consent of Executive; (vi) a material breach by the Company of this Agreement or any other agreement with Executive that is not corrected within fifteen (15) days after written notice from Executive (or such earlier date that the Company has notice of such material breach); (vii) the failure of the Company to obtain the written assumption of this Agreement by any successor contemplated in Section 12 below; or (viii) requiring Executive to engage in conduct that Executive reasonably believes to be unethical or dishonest; provided, however, that Executive's resignation shall not constitute a resignation for Good Reason unless (1) Executive provides written notice to the Company describing the existence of any Good Reason condition(s) within sixty (60) days of the date of the initial existence of the condition(s), (2) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

2. Duties and Scope of Position. During the Engagement Term (as defined below), Executive will serve as the President and Corporate Secretary of the Company, reporting to Amro Albanna, the Chief Executive Officer ("Supervisor"), and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Engagement Term, Executive will provide services in a manner that will faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's investments, other business affairs and other matters or serving on civic or charitable boards or committees, provided that no such activities materially interferes with the performance of Executive's obligations under this Agreement, and provided further that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below. During the Engagement Term, Executive agrees to disclose to the Company those other companies of which Executive is a member of the Board of Directors, an executive officer, or a consultant.

3. Term. The term of Executive's engagement under this Agreement shall commence as of the Effective Date and shall continue until November 14, 2023 (the "Initial Term End Date"), unless earlier terminated in accordance with Section 8 hereof. The term of Executive's engagement shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the Engagement Term (as defined below), such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Engagement Term. The period commencing as of the Effective Date and ending Initial Term End Date or such later date to which the term of Executive's engagement under the Agreement shall have been extended is referred to herein as the "Engagement Term" and the end of the Engagement Term is referred to herein as the last day of employment.

4. Base Compensation. Initially, the Company shall pay to Executive a base compensation (the "Base Compensation") of $250,000 (prorated for any partial year), payable in equal bimonthly installments. Effective January 1, 2022, Executive's Base Compensation shall be increased to $385,000. In addition, each year during the term of this Agreement, Executive shall be reviewed for purposes of determining the appropriateness of increasing Executive's Base Compensation hereunder. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Bonuses. In addition to Executive's Base Compensation, Executive shall be eligible to earn an annual discretionary bonus beginning in fiscal year 2022 with a target amount of 45% of Base Compensation (the "Target Bonus") at the time of payment, less all applicable withholdings and deductions (such annual bonus, the "Bonus"); provided, for calendar year 2021, Executive shall be eligible to earn an additional discretionary bonus as determined by the Company. Any Bonus shall be determined at the Company's sole discretion and shall be based on factors, including but not limited to, achievement of certain performance objectives established by the Company's Board and Executive's achievement of certain individual performance objectives which shall be established by Executive and Executive's Supervisor. The payment of the Bonus will be made in the fiscal year following the fiscal year for which it is earned, at such time that bonuses are paid to other executives (or as otherwise determined by the Board), but no later than the fifteenth day of the third month following the end of the fiscal year for which it is earned. Other than in case of termination for Cause or voluntary resignation without Good Reason, in the event Executive is retained by the Company for less than the full fiscal year for which a Bonus is earned pursuant to this Section 5, Executive shall be entitled to receive a pro-rated Bonus for such fiscal year based on the number of days Executive was

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retained by the Company during such fiscal year divided by 365 (the "Pro Rata Bonus"), which shall be paid at the same time that such Pro Rata Bonus would ordinarily be paid.

6. Stock Incentive Grants. Executive shall participate in, and to receive grants under, the Company's stock incentive plan. The amount and terms of any such grants shall be determined by the Board or its Compensation Committee, including the exercise price (which shall be equal to or greater than fair market value per share on the date of grant), vesting terms, and other relevant provisions. The determinations of the Board or its Compensation Committee with respect to grants will be final and binding. Notwithstanding the foregoing, upon the occurrence of a Change of Control, as defined herein, where the Company becomes a subsidiary or division of an entity which, immediately prior to such Change in Control, in terms of enterprise value, is at least two (2) times larger than the Company, any unvested equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable.

7. Benefits. Executive shall participate in all employee welfare and benefit plans and shall receive such other fringe benefits as the Company offers to its senior executives and directors.

8. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in this Section 8, the Company may terminate Executive's engagement at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's engagement without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice. Executive's engagement shall terminate automatically in the event of Executive's death.

(b) Termination by Executive. Executive may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason or no reason. Executive may terminate the engagement for Good Reason without notice.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 8, Executive's engagement shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 8, in the event Executive is unable to perform Executive's duties as a result of Disability during the Engagement Term, the Company shall have the right to terminate the engagement of Executive by providing written notice of the effective date of such termination.

9. Payments Upon Termination of Engagement.

(a) Termination for Cause, Death or Disability or Termination by Executive Without Good Reason. In the event that Executive's engagement hereunder is terminated during the Engagement Term by the Company for Cause pursuant to Section 8(a), the Company elects not to renew the Engagement Term for Cause, by Executive without Good Reason, the Executive elects not to renew the Engagement Term without Good Reason (any termination described immediately preceding this parenthetical in this section 9(a), each a "Bad Leaver Termination"), or as a result of Executive's death or Disability pursuant to Section 8(c), the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination the Company shall pay to the Executive (i) a lump sum amount equal to any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus earned for the year immediately preceding termination, but unpaid and which shall be paid at such time that bonuses are paid to other executives (or as otherwise determined by the Board); (iii) for termination other than a Bad Leaver Termination, any Pro Rata Bonus; (iv) within 1 month following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and (v) any vested rights under any of the Company's compensation or benefit plans (other than the severance plan), to be paid and/or provided pursuant to the terms of such plans or agreements (collectively, "Accrued Compensation").

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(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's engagement is terminated during the Engagement Term by the Company without Cause pursuant to Section 8(a), by Executive for Good Reason pursuant to Section 8(b), the Company elects not to renew the Engagement Term without Cause, or the Executive elects not to renew the Engagement Term for Good Reason, then the Company shall pay and/or provide Executive Accrued Compensation and, subject to Executive executing a release in the form set forth in Exhibit A attached hereto (such release becomes irrevocable within sixty (60) days of termination), the Company shall (i) pay to the Executive on the sixtieth (60th) following termination of employment a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the date of termination, (ii) provide reimbursement to Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twelve (12) month anniversary of the date of termination and (iii) cause any equity awards granted prior to the Effective Date, that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable. Notwithstanding the foregoing, if Executive's engagement is terminated or not renewed without Cause or for Good Reason and a Change of Control of the Company occurs within six (6) months after such termination or within twenty-four (24) months prior to such termination ("Change in Control Termination"), then Executive shall be entitled to the severance benefits set forth under Section 9(c) and not under this Section 9(b).

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 9(a) or 9(b) to the contrary, in the event of a Change in Control Termination, then Executive shall be entitled to receive Accrued Compensation and, subject to the Executive executing a release in the form set forth as Exhibit A attached here (and such release becomes irrevocable within sixty (60) days of termination), the following compensation and other benefits:

(i) on the sixtieth (60th) day of termination, the Company shall pay to the Executive a lump sum cash-payment equal to (a) the sum of (1) the product of two times Executive's Base Compensation (then in effect as of the date of termination) and (2) the product of two times Executive's Target Bonus, and (b) reimburse Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twenty-four (24) month anniversary of the date of termination; provided, however, Executive will not be entitled to such COBRA premiums upon Executive's employment with a third party after termination;

(ii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, all of the equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable for a period of twenty four (24) months following the date of termination (but not later than when the award would otherwise expire); and

(iii) Severance benefits under this Section 9(c) and Section 9(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

(d) If Executive's employment terminates for any reason, Executive shall have no obligation to seek other employment and there shall be no setoff against amounts due to Executive under this Agreement for income or benefits from any subsequent employment.

10. Indemnification. The Company agrees to indemnify and hold harmless Executive, to the fullest extent permitted by the laws of the State of Delaware and applicable federal law in effect on the date hereof, or as such laws may be amended to increase the scope of such permitted indemnification, against any and all Losses if Executive was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Executive is solely a witness. For purposes of this section, "Claim" means any proceeding, threatened or contemplated civil, criminal, administrative or arbitration action, suit or proceeding and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding. "Indemnifiable Event" means any event or occurrence, whether occurring before, on or after the effective date of this Agreement, related to the fact that Executive was a director, officer, employee or agent of the Company or by reason of an action or inaction by Company in any such capacity whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement. "Losses" means any and all damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, reasonable expenses, including attorney's fees, experts' fees, court costs, transcript costs, travel expenses, printing, duplication and binding costs, and telephone charges, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating (including on appeal), or preparing to defend, be a witness or participate in, any Claim. The Company further agrees to maintain a directors and officers liability

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insurance policy covering Executive in an amount, and on terms no less favorable to Executive than the coverage the Company provides other senior executives and directors.

11. Section 409A It is intended that this Agreement and any payments or benefits provided to Executive whether under this Agreement or otherwise shall either be exempt from or comply with Internal Revenue Code (the "Code") Section 409A and this Agreement and such payments/benefits shall be interpreted and administered consistent with such intention. For this purpose, each payment shall be considered a separate and distinct payment. However, to the extent any such payments are treated as nonqualified deferred compensation subject to Section 409A of the Code, then no amount payable upon Executive's termination of employment shall be payable unless such termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h). In addition, if Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's termination benefits shall not be provided to Executive prior to the earlier of (x) the first business day of the seventh month after the date of Executive's "separation from service" with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)) or (y) the date of Executive's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Executive is a "specified employee" as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. In no event shall the date of termination of Executive's employment be deemed to occur until Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the date of termination.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's engagement by and service to the Company before, during and, if applicable, after the Engagement Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such engagement, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no

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fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's engagement, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. In consideration for the right to potentially receive payments under Section 9(b) or 9(c) and in consideration for the Executive receiving equity awards in 2021, the Executive hereby covenants and agrees that during the Engagement Term and for a period of twelve (12) months following the last day of employment, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15(a), (i) "Competing Business" means any business competing with any products and/or services of the Company or its affiliates that exist or are in the process of being formed or acquired as of the last day of employment (which shall include any biotechnology company focused on developing or marketing immunotherapy treatments) and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. The Executive further agrees that during the Engagement Term and for a period of one (1) year from the last day of employment, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave Executive or Executive's employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. The Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of Executive's covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

(d) Notwithstanding the foregoing, Executive acknowledges and Executive agrees that Executive shall be bound to the obligations set forth in Section 15 irrespective of any reason for Executive's termination of engagement (as described in Section 8).

16. Engagement Relationship. Executive's engagement with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's engagement at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's

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personnel policies and procedures, may change from time to time, the "at will" nature of Executive's engagement may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Excess Parachute Payments.

(a) If any portion of the amounts payable to Executive under this Agreement, either alone or together with other payments which the Executive has the right to receive from the Company (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other plans or agreements or otherwise) ("Payment"), constitute "excess parachute payments" within the meaning of Section 280G of the Code, that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment) (such taxes and assessments, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), and, if so, then Company shall pay or provide to Executive the greatest of the following, whichever gives Executive the highest net after-tax amount (after taking into account federal, state, local and payroll taxes at Executive's actual marginal rates and the Excise Tax): (1) all of the Payments or (2) Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code (the "Safe Harbor Amount"). Payments shall be made as follows: (A) if none of the Payments constitute nonqualified deferred compensation (within the meaning of Section 409A of the Code), then such reduction and/or repayment shall occur in the manner the Executive elects in writing prior to the date of Payment; or (B) if any Payment constitutes non-qualified deferred compensation or if the Executive fails to elect an order in the event that none of the Payments constitutes non-qualified deferred compensation (within the meaning of Section 409A of the Code), then the Payments to be reduced will be determined in a manner which maximizes the Executive's economic position and, to the extent the economic cost is equivalent between one or more Payments, such Payments will be reduced in the inverse order of when payment would have been made to the Executive, until the aggregate Payments payable to the Executive equal the Safe Harbor Amount (the "Reduced Amount"). The Company and Executive shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment).

(b) As a result of the uncertainty in the application of Section 280G of the Code, it is possible that Payments may be made by the Company, which should not have been made ("Overpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Certified Public Accountants, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive which said Certified Public Accountants believe has a high probability of success, determines that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no amount shall be payable by Executive to the Company in and to the extent such payment would not reduce the amount which is subject to taxation under Section 4999 of the Code. In the event that the Certified Public Accountants, based upon controlling precedent, determine that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code

(c) The determination of the Excise Tax, Safe Harbor Amount and Reduced Amount, if any, and other amounts under this subsection 17 shall be made by, Golden Parachute Tax Solutions LLC, or if they are no longer in business or are unable to take on this engagement, the independent accounting firm employed by the Company immediately prior to the Change of Control, or such other nationally recognized certified public accounting firm as may be designated by the Executive ("Certified Public Accountants").

18. Miscellaneous Provisions.

(a) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of Delaware.

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(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(f) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(g) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY: ADITXT, INC.

By: /s/ Amro Albanna
Name: Amro Albanna
Title: Chief Executive Officer

EXECUTIVE: /s/ Corinne Pankovcin
CORINNE PANKOVCIN

EXHIBIT A

FORM OF RELEASE

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EXHIBIT B

CONFIDENTIALITY AGREEMENT AND INVENTIONS AGREEMENT

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Exhibit 10.14

EXECUTIVE AGREEMENT

This Executive Agreement (the "Agreement") is made and entered into effective as of November 14, 2021 (the "Effective Date"), by and between Thomas Farley (the "Executive") and Aditxt, Inc., a Delaware corporation (the "Company").

RECITALS

A. WHEREAS, the Company wishes to retain Executive as its Chief Financial Officer; and

B. WHEREAS, in order to provide Executive with the financial security and sufficient encouragement to become retained by the Company, the Board of Directors of the Company (the "Board") and the Compensation Committee believes that it is in the best interests of the Company to provide Executive with certain engagement terms and severance benefits as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained and the engagement of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in substantial personal enrichment of Executive in connection with Executive's engagement with the Company; (ii) Executive's conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) Executive's willful misconduct that is materially injurious to the Company; (iv) a material breach of Executive's proprietary information agreement that is materially injurious to the Company; or (v) Executive's (1) material failure to perform Executive's duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, fifty percent (50%) or more of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

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(c) "Disability" means a physical or mental disability, which prevents Executive from performing Executive's duties under this Agreement for a period of at least 120 consecutive days in any twelve-month period or 150 nonconsecutive days in any twelve-month period.

(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a significant reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a material reduction of Executive's base compensation or target bonus opportunities as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than twenty (20) miles from Executive's current principal location without the prior written consent of Executive; (iv) requiring Executive to travel on behalf of the Company for more than two (2) consecutive weeks or for more than twelve (12) weeks in a calendar year without the prior written consent of Executive; (v) requiring Executive to report to someone other than Amro Albanna without the prior written consent of Executive; (vi) a material breach by the Company of this Agreement or any other agreement with Executive that is not corrected within fifteen (15) days after written notice from Executive (or such earlier date that the Company has notice of such material breach); (vii) the failure of the Company to obtain the written assumption of this Agreement by any successor contemplated in Section 12 below; or (viii) requiring Executive to engage in conduct that Executive reasonably believes to be unethical or dishonest; provided, however, that Executive's resignation shall not constitute a resignation for Good Reason unless (1) Executive provides written notice to the Company describing the existence of any Good Reason condition(s) within sixty (60) days of the date of the initial existence of the condition(s), (2) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

2. Duties and Scope of Position. During the Engagement Term (as defined below), Executive will serve as the Chief Financial Officer of the Company, reporting to Amro Albanna, the Chief Executive Officer ("Supervisor"), and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Engagement Term, Executive will provide services in a manner that will faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's investments, other business affairs and other matters or serving on civic or charitable boards or committees, provided that no such activities materially interferes with the performance of Executive's obligations under this Agreement, and provided further that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below. During the Engagement Term, Executive agrees to disclose to the Company those other companies of which Executive is a member of the Board of Directors, an executive officer, or a consultant.

3. Term. The term of Executive's engagement under this Agreement shall commence as of the Effective Date and shall continue until November 14, 2023 (the "Initial Term End Date"), unless earlier terminated in accordance with Section 8 hereof. The term of Executive's engagement shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the Engagement Term (as defined below), such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Engagement Term. The period commencing as of the Effective Date and ending Initial Term End Date or such later date to which the term of Executive's engagement under the Agreement shall have been extended is referred to herein as the "Engagement Term" and the end of the Engagement Term is referred to herein as the last day of employment.

4. Base Compensation. Initially, the Company shall pay to Executive a base compensation (the "Base Compensation") of $225,000 per year (prorated for any partial year), payable in equal bimonthly installments. Effective January 1, 2022, Executive's Base Compensation shall be increased to $355,000. In addition, each year during the term of this Agreement, Executive shall be reviewed for purposes of determining the appropriateness of increasing Executive's Base Compensation hereunder. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Bonuses. In addition to Executive's Base Compensation, Executive shall be eligible to earn an annual discretionary bonus beginning in fiscal year 2022 with a target amount of 40% of Base Compensation (the "Target Bonus") at the time of payment, less all applicable withholdings and deductions (such annual bonus, the "Bonus"); provided, for calendar year 2021, Executive shall be eligible to earn an additional discretionary bonus as determined by the Company. Any Bonus shall be determined at the Company's sole discretion and shall be based on factors, including but not limited to, achievement of certain performance objectives established by the Company's Board and Executive's achievement of certain individual performance objectives which shall be established by Executive and Executive's

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Supervisor. The payment of the Bonus will be made in the fiscal year following the fiscal year for which it is earned, at such time that bonuses are paid to other executives (or as otherwise determined by the Board), but no later than the fifteenth day of the third month following the end of the fiscal year for which it is earned. Other than in case of termination for Cause or voluntary resignation without Good Reason, in the event Executive is retained by the Company for less than the full fiscal year for which a Bonus is earned pursuant to this Section 5, Executive shall be entitled to receive a pro-rated Bonus for such fiscal year based on the number of days Executive was retained by the Company during such fiscal year divided by 365 (the "Pro Rata Bonus"), which shall be paid at the same time that such Pro Rata Bonus would ordinarily be paid.

6. Stock Incentive Grants. Executive shall participate in, and to receive grants under, the Company's stock incentive plan. The amount and terms of any such grants shall be determined by the Board or its Compensation Committee, including the exercise price (which shall be equal to or greater than fair market value per share on the date of grant), vesting terms, and other relevant provisions. The determinations of the Board or its Compensation Committee with respect to grants will be final and binding. Notwithstanding the foregoing, upon the occurrence of a Change of Control, as defined herein, where the Company becomes a subsidiary or division of an entity which, immediately prior to such Change in Control, in terms of enterprise value, is at least two (2) times larger than the Company, any unvested equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable.

7. Benefits. Executive shall participate in all employee welfare and benefit plans and shall receive such other fringe benefits as the Company offers to its senior executives and directors.

8. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in this Section 8, the Company may terminate Executive's engagement at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's engagement without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice. Executive's engagement shall terminate automatically in the event of Executive's death.

(b) Termination by Executive. Executive may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason or no reason. Executive may terminate the engagement for Good Reason without notice.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 8, Executive's engagement shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 8, in the event Executive is unable to perform Executive's duties as a result of Disability during the Engagement Term, the Company shall have the right to terminate the engagement of Executive by providing written notice of the effective date of such termination.

9. Payments Upon Termination of Engagement.

(a) Termination for Cause, Death or Disability or Termination by Executive Without Good Reason. In the event that Executive's engagement hereunder is terminated during the Engagement Term by the Company for Cause pursuant to Section 8(a), the Company elects not to renew the Engagement Term for Cause, by Executive without Good Reason, the Executive elects not to renew the Engagement Term without Good Reason (any termination described immediately preceding this parenthetical in this section 9(a), each a "Bad Leaver Termination"), or as a result of Executive's death or Disability pursuant to Section 8(c), the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination the Company shall pay to the Executive (i) a lump sum amount equal to any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus earned for the year immediately preceding termination, but unpaid and which shall be paid at such time that bonuses are paid to other executives (or as otherwise determined by the Board); (iii) for a termination other than a Bad Leaver Termination, any Pro Rata Bonus; (iv) within 1 month following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and (v) any vested rights under any of the Company's compensation or benefit plans (other than the severance plan), to be paid and/or provided pursuant to the terms of such plans or agreements (collectively, "Accrued Compensation").

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(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's engagement is terminated during the Engagement Term by the Company without Cause pursuant to Section 8(a), by Executive for Good Reason pursuant to Section 8(b), the Company elects not to renew the Engagement Term without Cause, or the Executive elects not to renew the Engagement Term for Good Reason, then the Company shall pay and/or provide Executive Accrued Compensation and, subject to Executive executing a release in the form set forth in Exhibit A attached hereto (such release becomes irrevocable within sixty (60) days of termination), the Company shall (i) pay to the Executive on the sixtieth (60th) following termination of employment a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the date of termination, (ii) provide reimbursement to Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twelve (12) month anniversary of the date of termination and (iii) cause any equity awards granted prior to the Effective Date, that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable. Notwithstanding the foregoing, if Executive's engagement is terminated or not renewed without Cause or for Good Reason and a Change of Control of the Company occurs within six (6) months after such termination or within twenty-four (24) months prior to such termination ("Change in Control Termination"), then Executive shall be entitled to the severance benefits set forth under Section 9(c) and not under this Section 9(b).

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 9(a) or 9(b) to the contrary, in the event of a Change in Control Termination, then Executive shall be entitled to receive Accrued Compensation and, subject to the Executive executing a release in the form set forth as Exhibit A attached here (and such release becomes irrevocable within sixty (60) days of termination), the following compensation and other benefits:

(i) on the sixtieth (60th) day of termination, the Company shall pay to the Executive a lump sum cash-payment equal to (a) the sum of (1) the product of two times Executive's Base Compensation (then in effect as of the date of termination) and (2) the product of two times Executive's Target Bonus, and (b) reimburse Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twenty-four (24) month anniversary of the date of termination; provided, however, Executive will not be entitled to such COBRA premiums upon Executive's employment with a third party after termination;

(ii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, all of the equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable for a period of twenty four (24) months following the date of termination (but not later than when the award would otherwise expire); and

(iii) Severance benefits under this Section 9(c) and Section 9(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

(d) If Executive's employment terminates for any reason, Executive shall have no obligation to seek other employment and there shall be no setoff against amounts due to Executive under this Agreement for income or benefits from any subsequent employment.

10. Indemnification. The Company agrees to indemnify and hold harmless Executive, to the fullest extent permitted by the laws of the State of Delaware and applicable federal law in effect on the date hereof, or as such laws may be amended to increase the scope of such permitted indemnification, against any and all Losses if Executive was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Executive is solely a witness. For purposes of this section, "Claim" means any proceeding, threatened or contemplated civil, criminal, administrative or arbitration action, suit or proceeding and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding. "Indemnifiable Event" means any event or occurrence, whether occurring before, on or after the effective date of this Agreement, related to the fact that Executive was a director, officer, employee or agent of the Company or by reason of an action or inaction by Company in any such capacity whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement. "Losses" means any and all damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, reasonable expenses, including attorney's fees, experts' fees, court costs, transcript costs, travel expenses, printing, duplication and binding costs, and telephone charges, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating (including on appeal), or preparing to defend, be a witness or participate in, any Claim. The Company further agrees to maintain a directors and officers liability

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insurance policy covering Executive in an amount, and on terms no less favorable to Executive than the coverage the Company provides other senior executives and directors.

11. Section 409A It is intended that this Agreement and any payments or benefits provided to Executive whether under this Agreement or otherwise shall either be exempt from or comply with Internal Revenue Code (the "Code") Section 409A and this Agreement and such payments/benefits shall be interpreted and administered consistent with such intention. For this purpose, each payment shall be considered a separate and distinct payment. However, to the extent any such payments are treated as nonqualified deferred compensation subject to Section 409A of the Code, then no amount payable upon Executive's termination of employment shall be payable unless such termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h). In addition, if Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's termination benefits shall not be provided to Executive prior to the earlier of (x) the first business day of the seventh month after the date of Executive's "separation from service" with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)) or (y) the date of Executive's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Executive is a "specified employee" as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. In no event shall the date of termination of Executive's employment be deemed to occur until Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the date of termination.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/ or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's engagement by and service to the Company before, during and, if applicable, after the Engagement Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such engagement, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no

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fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's engagement, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. In consideration for the right to potentially receive payments under Sections 9(b) or 9(c) and in consideration for the Executive receiving equity awards in 2021, the Executive hereby covenants and agrees that during the Engagement Term and for a period of twelve (12) months following the last day of employment, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15(a), (i) "Competing Business" means any business competing with any products and/or services of the Company or its affiliates that exist or are in the process of being formed or acquired as of the last day of employment (which shall include any biotechnology company focused on developing or marketing immunotherapy treatments) and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. The Executive further agrees that during the Engagement Term and for a period of one (1) year from the last day of employment, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave Executive or Executive's employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. The Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of Executive's covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

(d) Notwithstanding the foregoing, Executive acknowledges and Executive agrees that Executive shall be bound to the obligations set forth in Section 15 irrespective of any reason for Executive's termination of engagement (as defined in Section 8).

16. Engagement Relationship. Executive's engagement with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's engagement at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's

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personnel policies and procedures, may change from time to time, the "at will" nature of Executive's engagement may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Excess Parachute Payments.

(a) If any portion of the amounts payable to Executive under this Agreement, either alone or together with other payments which the Executive has the right to receive from the Company (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other plans or agreements or otherwise) ("Payment"), constitute "excess parachute payments" within the meaning of Section 280G of the Code, that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment) (such taxes and assessments, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), and, if so, then Company shall pay or provide to Executive the greatest of the following, whichever gives Executive the highest net after-tax amount (after taking into account federal, state, local and payroll taxes at Executive's actual marginal rates and the Excise Tax): (1) all of the Payments or (2) Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code (the "Safe Harbor Amount"). Payments shall be made as follows: (A) if none of the Payments constitute nonqualified deferred compensation (within the meaning of Section 409A of the Code), then such reduction and/or repayment shall occur in the manner the Executive elects in writing prior to the date of Payment; or (B) if any Payment constitutes non-qualified deferred compensation or if the Executive fails to elect an order in the event that none of the Payments constitutes non-qualified deferred compensation (within the meaning of Section 409A of the Code), then the Payments to be reduced will be determined in a manner which maximizes the Executive's economic position and, to the extent the economic cost is equivalent between one or more Payments, such Payments will be reduced in the inverse order of when payment would have been made to the Executive, until the aggregate Payments payable to the Executive equal the Safe Harbor Amount (the "Reduced Amount"). The Company and Executive shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment).

(b) As a result of the uncertainty in the application of Section 280G of the Code, it is possible that Payments may be made by the Company, which should not have been made ("Overpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Certified Public Accountants, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive which said Certified Public Accountants believe has a high probability of success, determines that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no amount shall be payable by Executive to the Company in and to the extent such payment would not reduce the amount which is subject to taxation under Section 4999 of the Code. In the event that the Certified Public Accountants, based upon controlling precedent, determine that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code

(c) The determination of the Excise Tax, Safe Harbor Amount and Reduced Amount, if any, and other amounts under this subsection 17 shall be made by, Golden Parachute Tax Solutions LLC, or if they are no longer in business or are unable to take on this engagement, the independent accounting firm employed by the Company immediately prior to the Change of Control, or such other nationally recognized certified public accounting firm as may be designated by the Executive ("Certified Public Accountants").

18. Miscellaneous Provisions.

(a) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of Delaware.

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(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(f) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(g) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY: ADITXT, INC.

By: /s/ Amro Albanna
Name: Amro Albanna
Title: Chief Executive Officer

EXECUTIVE: /s/ Thomas Farley
THOMAS FARLEY

EXHIBIT A

FORM OF RELEASE

EXHIBIT B

CONFIDENTIALITY AGREEMENT AND INVENTIONS AGREEMENT

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Exhibit 10.15

EXECUTIVE AGREEMENT

This Executive Agreement (the "Agreement") is made and entered into effective as of November 14, 2021 (the "Effective Date"), by and between Shahrokh Shabahang (the "Executive") and Aditxt, Inc., a Delaware corporation (the "Company").

RECITALS

A. WHEREAS, the Company wishes to retain Executive as its Chief Innovation Officer; and

B. WHEREAS, in order to provide Executive with the financial security and sufficient encouragement to become retained by the Company, the Board of Directors of the Company (the "Board") and the Compensation Committee believes that it is in the best interests of the Company to provide Executive with certain engagement terms and severance benefits as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained and the engagement of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in substantial personal enrichment of Executive in connection with Executive's engagement with the Company; (ii) Executive's conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) Executive's willful misconduct that is materially injurious to the Company; (iv) a material breach of Executive's proprietary information agreement that is materially injurious to the Company; or (v) Executive's (1) material failure to perform Executive's duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, fifty percent (50%) or more of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

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(c) "Disability" means a physical or mental disability, which prevents Executive from performing Executive's duties under this Agreement for a period of at least 120 consecutive days in any twelve-month period or 150 nonconsecutive days in any twelve-month period.

(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a significant reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a material reduction of Executive's base compensation or target bonus opportunities as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than twenty (20) miles from Executive's current principal location without the prior written consent of Executive; (iv) requiring Executive to travel on behalf of the Company for more than two (2) consecutive weeks or for more than twelve (12) weeks in a calendar year without the prior written consent of Executive; (v) requiring Executive to report to someone other than Amro Albanna without the prior written consent of Executive; (vi) a material breach by the Company of this Agreement or any other agreement with Executive that is not corrected within fifteen (15) days after written notice from Executive (or such earlier date that the Company has notice of such material breach); (vii) the failure of the Company to obtain the written assumption of this Agreement by any successor contemplated in Section 12 below; or (viii) requiring Executive to engage in conduct that Executive reasonably believes to be unethical or dishonest; provided, however, that Executive's resignation shall not constitute a resignation for Good Reason unless (1) Executive provides written notice to the Company describing the existence of any Good Reason condition(s) within sixty (60) days of the date of the initial existence of the condition(s), (2) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

2. Duties and Scope of Position. During the Engagement Term (as defined below), Executive will serve as the Chief Innovation Officer of the Company, reporting to Amro Albanna, the Chief Executive Officer ("Supervisor"), and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Engagement Term, Executive will provide services in a manner that will faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's investments, other business affairs and other matters or serving on civic or charitable boards or committees, provided that no such activities materially interferes with the performance of Executive's obligations under this Agreement, and provided further that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below. During the Engagement Term, Executive agrees to disclose to the Company those other companies of which Executive is a member of the Board of Directors, an executive officer, or a consultant.

3. Term. The term of Executive's engagement under this Agreement shall commence as of the Effective Date and shall continue until November 14, 2023 (the "Initial Term End Date"), unless earlier terminated in accordance with Section 8 hereof. The term of Executive's engagement shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the Engagement Term (as defined below), such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Engagement Term. The period commencing as of the Effective Date and ending Initial Term End Date or such later date to which the term of Executive's engagement under the Agreement shall have been extended is referred to herein as the "Engagement Term" and the end of the Engagement Term is referred to herein as the last day of employment.

4. Base Compensation. Initially, the Company shall pay to Executive a base compensation (the "Base Compensation") of $210,000 per year (prorated for any partial year), payable in equal bimonthly installments. Effective January 1, 2022, Executive's Base Compensation shall be increased to $325,000. In addition, each year during the term of this Agreement, Executive shall be reviewed for purposes of determining the appropriateness of increasing Executive's Base Compensation hereunder. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Bonuses. In addition to Executive's Base Compensation, Executive shall be eligible to earn an annual discretionary bonus beginning in fiscal year 2022 with a target amount of 40% of Base Compensation (the "Target Bonus") at the time of payment, less all applicable withholdings and deductions (such annual bonus, the "Bonus"); provided, for calendar year 2021, Executive shall be eligible to earn an additional discretionary bonus as determined by the Company. Any Bonus shall be determined at the Company's sole discretion and shall be based on factors, including but not limited to, achievement of certain performance objectives established by the Company's Board and Executive's achievement of certain individual performance objectives which shall be established by Executive and Executive's

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Supervisor. The payment of the Bonus will be made in the fiscal year following the fiscal year for which it is earned, at such time that bonuses are paid to other executives (or as otherwise determined by the Board), but no later than the fifteenth day of the third month following the end of the fiscal year for which it is earned. Other than in case of termination for Cause or voluntary resignation without Good Reason, in the event Executive is retained by the Company for less than the full fiscal year for which a Bonus is earned pursuant to this Section 5, Executive shall be entitled to receive a pro-rated Bonus for such fiscal year based on the number of days Executive was retained by the Company during such fiscal year divided by 365 (the "Pro Rata Bonus"), which shall be paid at the same time that such Pro Rata Bonus would ordinarily be paid.

6. Stock Incentive Grants. Executive shall participate in, and to receive grants under, the Company's stock incentive plan. The amount and terms of any such grants shall be determined by the Board or its Compensation Committee, including the exercise price (which shall be equal to or greater than fair market value per share on the date of grant), vesting terms, and other relevant provisions. The determinations of the Board or its Compensation Committee with respect to grants will be final and binding. Notwithstanding the foregoing, upon the occurrence of a Change of Control, as defined herein, where the Company becomes a subsidiary or division of an entity which, immediately prior to such Change in Control, in terms of enterprise value, is at least two (2) times larger than the Company, any unvested equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable.

7. Benefits. Executive shall participate in all employee welfare and benefit plans and shall receive such other fringe benefits as the Company offers to its senior executives and directors.

8. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in Section 8, the Company may terminate Executive's engagement at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's engagement without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice. Executive's engagement shall terminate automatically in the event of Executive's death.

(b) Termination by Executive. Executive may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason or no reason. Executive may terminate the engagement for Good Reason without notice.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 8, Executive's engagement shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 8, in the event Executive is unable to perform Executive's duties as a result of Disability during the Engagement Term, the Company shall have the right to terminate the engagement of Executive by providing written notice of the effective date of such termination.

9. Payments Upon Termination of Engagement.

(a) Termination for Cause, Death or Disability or Termination by Executive Without Good Reason. In the event that Executive's engagement hereunder is terminated during the Engagement Term by the Company for Cause pursuant to Section 8(a), the Company elects not to renew the Engagement Term for Cause, by Executive without Good Reason, the Executive elects not to renew the Engagement Term without Good Reason (any termination described immediately preceding this parenthetical in this section 9(a), each a "Bad Leaver Termination"), or as a result of Executive's death or Disability pursuant to Section 8(c), the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination the Company shall pay to the Executive (i) a lump sum amount equal to any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus earned for the year immediately preceding termination, but unpaid and which shall be paid at such time that bonuses are paid to other executives (or as otherwise determined by the Board); (iii) for termination other than a Bad Leaver Termination, any Pro Rata Bonus; (iv) within 1 month following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and (v) any vested rights under any of the Company's compensation or benefit plans (other than the severance plan), to be paid and/or provided pursuant to the terms of such plans or agreements (collectively, "Accrued Compensation").

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(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's engagement is terminated during the Engagement Term by the Company without Cause pursuant to Section 8(a), by Executive for Good Reason pursuant to Section 8(b), the Company elects not to renew the Engagement Term without Cause, or the Executive elects not to renew the Engagement Term for Good Reason, then the Company shall pay and/or provide Executive Accrued Compensation and, subject to Executive executing a release in the form set forth in Exhibit A attached hereto (such release becomes irrevocable within sixty (60) days of termination), the Company shall (i) pay to the Executive on the sixtieth (60th) following termination of employment a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the date of termination, (ii) provide reimbursement to Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twelve (12) month anniversary of the date of termination and (iii) cause any equity awards granted prior to the Effective Date, that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable. Notwithstanding the foregoing, if Executive's engagement is terminated or not renewed without Cause or for Good Reason and a Change of Control of the Company occurs within six (6) months after such termination or within twenty-four (24) months prior to such termination ("Change in Control Termination"), then Executive shall be entitled to the severance benefits set forth under Section 9(c) and not under this Section 9(b).

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 9(a) or 9(b) to the contrary, in the event of a Change in Control Termination, then Executive shall be entitled to receive Accrued Compensation and, subject to the Executive executing a release in the form set forth as Exhibit A attached here (and such release becomes irrevocable within sixty (60) days of termination), the following compensation and other benefits:

(i) on the sixtieth (60th) day of termination, the Company shall pay to the Executive a lump sum cash-payment equal to (a) the sum of (1) the product of two times Executive's Base Compensation (then in effect as of the date of termination) and (2) the product of two times Executive's Target Bonus, and (b) reimburse Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twenty-four (24) month anniversary of the date of termination; provided, however, Executive will not be entitled to such COBRA premiums upon Executive's employment with a third party after termination;

(ii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, all of the equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable for a period of twenty four (24) months following the date of termination (but not later than when the award would otherwise expire); and

(iii) Severance benefits under this Section 9(c) and Section 9(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

(d) If Executive's employment terminates for any reason, Executive shall have no obligation to seek other employment and there shall be no setoff against amounts due to Executive under this Agreement for income or benefits from any subsequent employment.

10. Indemnification. The Company agrees to indemnify and hold harmless Executive, to the fullest extent permitted by the laws of the State of Delaware and applicable federal law in effect on the date hereof, or as such laws may be amended to increase the scope of such permitted indemnification, against any and all Losses if Executive was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Executive is solely a witness. For purposes of this section, "Claim" means any proceeding, threatened or contemplated civil, criminal, administrative or arbitration action, suit or proceeding and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding. "Indemnifiable Event" means any event or occurrence, whether occurring before, on or after the effective date of this Agreement, related to the fact that Executive was a director, officer, employee or agent of the Company or by reason of an action or inaction by Company in any such capacity whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement. "Losses" means any and all damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, reasonable expenses, including attorney's fees, experts' fees, court costs, transcript costs, travel expenses, printing, duplication and binding costs, and telephone charges, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating (including on appeal), or preparing to defend, be a witness or participate in, any Claim. The Company further agrees to maintain a directors and officers liability

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insurance policy covering Executive in an amount, and on terms no less favorable to Executive than the coverage the Company provides other senior executives and directors.

11. Section 409A It is intended that this Agreement and any payments or benefits provided to Executive whether under this Agreement or otherwise shall either be exempt from or comply with Internal Revenue Code (the "Code") Section 409A and this Agreement and such payments/benefits shall be interpreted and administered consistent with such intention. For this purpose, each payment shall be considered a separate and distinct payment. However, to the extent any such payments are treated as nonqualified deferred compensation subject to Section 409A of the Code, then no amount payable upon Executive's termination of employment shall be payable unless such termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h). In addition, if Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's termination benefits shall not be provided to Executive prior to the earlier of (x) the first business day of the seventh month after the date of Executive's "separation from service" with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)) or (y) the date of Executive's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Executive is a "specified employee" as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. In no event shall the date of termination of Executive's employment be deemed to occur until Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the date of termination.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's engagement by and service to the Company before, during and, if applicable, after the Engagement Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such engagement, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no

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fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation, in any computer or other electronic format) which comes into Executive's possession during the course of Executive's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's engagement, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. In consideration for the right to potentially receive payments under Sections 9(b) or 9(c) and in consideration for the Executive receiving equity awards in 2021, the Executive hereby covenants and agrees that during the Engagement Term and for a period of twelve (12) months following the last day of employment, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15(a), (i) "Competing Business" means any business competing with any products and/or services of the Company or its affiliates that exist or are in the process of being formed or acquired as of the last day of employment (which shall include any biotechnology company focused on developing or marketing immunotherapy treatments) and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. The Executive further agrees that during the Engagement Term and for a period of one (1) year from the last day of employment, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave Executive or Executive's employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. The Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of Executive's covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

(d) Notwithstanding the foregoing, Executive acknowledges and Executive agrees that Executive shall be bound to the obligations set forth in Section 15 irrespective of any reason for Executive's termination of engagement (as described in Section 8).

16. Engagement Relationship. Executive's engagement with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's engagement at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's

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personnel policies and procedures, may change from time to time, the “at will” nature of Executive’s engagement may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Excess Parachute Payments.

(a) If any portion of the amounts payable to Executive under this Agreement, either alone or together with other payments which the Executive has the right to receive from the Company (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other plans or agreements or otherwise) (“Payment”), constitute “excess parachute payments” within the meaning of Section 280G of the Code, that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment) (such taxes and assessments, together with any such interest and penalties, are hereinafter collectively referred to as the “Excise Tax”), and, if so, then Company shall pay or provide to Executive the greatest of the following, whichever gives Executive the highest net after-tax amount (after taking into account federal, state, local and payroll taxes at Executive’s actual marginal rates and the Excise Tax): (1) all of the Payments or (2) Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code (the “Safe Harbor Amount”). Payments shall be made as follows: (A) if none of the Payments constitute nonqualified deferred compensation (within the meaning of Section 409A of the Code), then such reduction and/or repayment shall occur in the manner the Executive elects in writing prior to the date of Payment; or (B) if any Payment constitutes non-qualified deferred compensation or if the Executive fails to elect an order in the event that none of the Payments constitutes non-qualified deferred compensation (within the meaning of Section 409A of the Code), then the Payments to be reduced will be determined in a manner which maximizes the Executive’s economic position and, to the extent the economic cost is equivalent between one or more Payments, such Payments will be reduced in the inverse order of when payment would have been made to the Executive, until the aggregate Payments payable to the Executive equal the Safe Harbor Amount (the “Reduced Amount”). The Company and Executive shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment).

(b) As a result of the uncertainty in the application of Section 280G of the Code, it is possible that Payments may be made by the Company, which should not have been made (“Overpayment”), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Certified Public Accountants, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive which said Certified Public Accountants believe has a high probability of success, determines that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no amount shall be payable by Executive to the Company in and to the extent such payment would not reduce the amount which is subject to taxation under Section 4999 of the Code. In the event that the Certified Public Accountants, based upon controlling precedent, determine that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code.

(c) The determination of the Excise Tax, Safe Harbor Amount and Reduced Amount, if any, and other amounts under this subsection 17 shall be made by, Golden Parachute Tax Solutions LLC, or if they are no longer in business or are unable to take on this engagement, the independent accounting firm employed by the Company immediately prior to the Change of Control, or such other nationally recognized certified public accounting firm as may be designated by the Executive (“Certified Public Accountants”).

18. Miscellaneous Provisions.

(a) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of Delaware.

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(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(e) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(f) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(g) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

ADITXT, INC.

By: /s/ Amro Albanna
Name: Amro Albanna
Title: Chief Executive Officer

EXECUTIVE:

/s/ Shahrokh Shabahang
SHAHROKH SHABAHANG

EXHIBIT A

FORM OF RELEASE

EXHIBIT B

CONFIDENTIALITY AGREEMENT AND INVENTIONS AGREEMENT

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Exhibit 10.16

EXECUTIVE AGREEMENT

This Executive Agreement (the "Agreement") is made and entered into effective as of November 14, 2021 (the "Effective Date"), by and between Rowena Albanna (the "Executive") and Aditxt, Inc., a Delaware corporation (the "Company").

RECITALS

A. WHEREAS, the Company wishes to retain Executive as its Chief Operating Officer; and

B. WHEREAS, in order to provide Executive with the financial security and sufficient encouragement to become retained by the Company, the Board of Directors of the Company (the "Board") and the Compensation Committee believes that it is in the best interests of the Company to provide Executive with certain engagement terms and severance benefits as set forth herein.

AGREEMENT

In consideration of the mutual covenants herein contained and the engagement of Executive by the Company, the parties agree as follows:

1. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) "Cause" shall mean any of the following: (i) the commission of an act of fraud, embezzlement or material dishonesty which is intended to result in substantial personal enrichment of Executive in connection with Executive's engagement with the Company; (ii) Executive's conviction of, or plea of *nolo contendere*, to a crime constituting a felony (other than traffic-related offenses); (iii) Executive's willful misconduct that is materially injurious to the Company; (iv) a material breach of Executive's proprietary information agreement that is materially injurious to the Company; or (v) Executive's (1) material failure to perform Executive's duties as an officer of the Company, and (2) failure to "cure" any such failure within thirty (30) days after receipt of written notice from the Company delineating the specific acts that constituted such material failure and the specific actions necessary, if any, to "cure" such failure.

(b) "Change of Control" shall mean the occurrence of any of the following events:

(i) the date on which any "person" (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act")) obtains "beneficial ownership" (as defined in Rule 13d-3 of the Exchange Act) or a pecuniary interest in fifty percent (50%) or more of the combined voting power of the Company's then outstanding securities ("Voting Stock");

(ii) the consummation of a merger, consolidation, reorganization, or similar transaction involving the Company, other than a transaction: (1) in which substantially all of the holders of the Voting Stock immediately prior to such transaction hold or receive directly or indirectly fifty percent (50%) or more of the voting stock of the resulting entity or a parent company thereof, in substantially the same proportions as their ownership of the Company immediately prior to the transaction; or (2) in which the holders of the Company's capital stock immediately before such transaction will, immediately after such transaction, hold as a group on a fully diluted basis the ability to elect at least a majority of the authorized directors of the surviving entity (or a parent company); or

(iii) there is consummated a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, fifty percent (50%) or more of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale, lease, license or disposition.

(c) "Disability" means a physical or mental disability, which prevents Executive from performing Executive's duties under this Agreement for a period of at least 120 consecutive days in any twelve-month period or 150 nonconsecutive days in any twelve-month period.

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(d) "Good Reason" shall mean without Executive's express written consent any of the following: (i) a significant reduction of Executive's duties, position or responsibilities relative to Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of Executive from such position, duties or responsibilities; (ii) a material reduction of Executive's base compensation or target bonus opportunities as in effect immediately prior to such reduction; (iii) the relocation of Executive to a facility or a location more than twenty (20) miles from Executive's current principal location without the prior written consent of Executive; (iv) requiring Executive to travel on behalf of the Company for more than two (2) consecutive weeks or for more than twelve (12) weeks in a calendar year without the prior written consent of Executive; (v) requiring Executive to report to someone other than Amro Albanna without the prior written consent of Executive; (vi) a material breach by the Company of this Agreement or any other agreement with Executive that is not corrected within fifteen (15) days after written notice from Executive (or such earlier date that the Company has notice of such material breach); (vii) the failure of the Company to obtain the written assumption of this Agreement by any successor contemplated in Section 12 below; or (viii) requiring Executive to engage in conduct that Executive reasonably believes to be unethical or dishonest; provided, however, that Executive's resignation shall not constitute a resignation for Good Reason unless (1) Executive provides written notice to the Company describing the existence of any Good Reason condition(s) within sixty (60) days of the date of the initial existence of the condition(s), (2) to the extent curable, the Company fails to cure the circumstance or event so identified within thirty (30) days following its receipt of such notice, and (3) the effective date of Executive's termination for Good Reason occurs no later than thirty (30) days after the expiration of the Company's cure period.

2. Duties and Scope of Position. During the Engagement Term (as defined below), Executive will serve as the Chief Operating Officer of the Company, reporting to Amro Albanna, the Chief Executive Officer ("Supervisor"), and assuming and discharging such responsibilities as are commensurate with Executive's position. During the Engagement Term, Executive will provide services in a manner that will faithfully and diligently further the business of the Company and will devote a substantial portion of Executive's business time, attention and energy thereto. Notwithstanding the foregoing, nothing in this Agreement shall restrict Executive from managing Executive's investments, other business affairs and other matters or serving on civic or charitable boards or committees, provided that no such activities materially interferes with the performance of Executive's obligations under this Agreement, and provided further that Executive shall honor the non-competition and non-solicitation terms as per Section 15 below. During the Engagement Term, Executive agrees to disclose to the Company those other companies of which Executive is a member of the Board of Directors, an executive officer, or a consultant.

3. Term. The term of Executive's engagement under this Agreement shall commence as of the Effective Date and shall continue until November 14, 2023 (the "Initial Term End Date"), unless earlier terminated in accordance with Section 8 hereof. The term of Executive's engagement shall be automatically renewed for successive one (1) year periods until the Executive or the Company delivers to the other party a written notice of their intent not to renew the Engagement Term (as defined below), such written notice to be delivered at least sixty (60) days prior to the expiration of the then-effective Engagement Term. The period commencing as of the Effective Date and ending Initial Term End Date or such later date to which the term of Executive's engagement under the Agreement shall have been extended is referred to herein as the "Engagement Term" and the end of the Engagement Term is referred to herein as the last day of employment.

4. Base Compensation. Initially, the Company shall pay to Executive a base compensation (the "Base Compensation") of $210,000 per year (prorated for any partial year), payable in equal bimonthly installments. Effective January 1, 2022, Executive's Base Compensation shall be increased to $325,000. In addition, each year during the term of this Agreement, Executive shall be reviewed for purposes of determining the appropriateness of increasing Executive's Base Compensation hereunder. For purposes of the Agreement, the term "Base Compensation" as of any point in time shall refer to the Base Compensation as adjusted pursuant to this Section 4.

5. Bonuses. In addition to Executive's Base Compensation, Executive shall be eligible to earn an annual discretionary bonus beginning in fiscal year 2022 with a target amount of 40% of Base Compensation (the "Target Bonus") at the time of payment, less all applicable withholdings and deductions (such annual bonus, the "Bonus"); provided, for calendar year 2021, Executive shall be eligible to earn an additional discretionary bonus as determined by the Company. Any Bonus shall be determined at the Company's sole discretion and shall be based on factors, including but not limited to, achievement of certain performance objectives established by the Company's Board and Executive's achievement of certain individual performance objectives which shall be established by Executive and Executive's Supervisor. The payment of the Bonus will be made in the fiscal year following the fiscal year for which it is earned, at such time that bonuses are paid to other executives (or as otherwise determined by the Board), but no later than the fifteenth day of the third month following the end of the fiscal year for which it is earned. Other than in case of termination for Cause or voluntary resignation without

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Good Reason, in the event Executive is retained by the Company for less than the full fiscal year for which a Bonus is earned pursuant to this Section 5, Executive shall be entitled to receive a pro-rated Bonus for such fiscal year based on the number of days Executive was retained by the Company during such fiscal year divided by 365 (the "Pro Rata Bonus"), which shall be paid at the same time that such Pro Rata Bonus would ordinarily be paid.

6. Stock Incentive Grants. Executive shall participate in, and to receive grants under, the Company's stock incentive plan. The amount and terms of any such grants shall be determined by the Board or its Compensation Committee, including the exercise price (which shall be equal to or greater than fair market value per share on the date of grant), vesting terms, and other relevant provisions. The determinations of the Board or its Compensation Committee with respect to grants will be final and binding. Notwithstanding the foregoing, upon the occurrence of a Change of Control, as defined herein, where the Company becomes a subsidiary or division of an entity which, immediately prior to such Change in Control, in terms of enterprise value, is at least two (2) times larger than the Company, any unvested equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable.

7. Benefits. Executive shall participate in all employee welfare and benefit plans and shall receive such other fringe benefits as the Company offers to its senior executives and directors.

8. Termination.

(a) Termination by the Company. Subject to the obligations of the Company set forth in Section 8, the Company may terminate Executive's engagement at any time and for any reason (or no reason), and with or without Cause, and without prejudice to any other right or remedy to which the Company or Executive may be entitled at law or in equity or under this Agreement. Notwithstanding the foregoing, in the event the Company desires to terminate the Executive's engagement without Cause, the Company shall give the Executive not less than sixty (60) days advance written notice. Executive's engagement shall terminate automatically in the event of Executive's death.

(b) Termination by Executive. Executive may voluntarily terminate the Engagement Term upon sixty (60) days' prior written notice for any reason or no reason. Executive may terminate the engagement for Good Reason without notice.

(c) Termination for Death or Disability. Subject to the obligations of the Company set forth in Section 8, Executive's engagement shall terminate automatically upon Executive's death. Subject to the obligations of the Company set forth in Section 8, in the event Executive is unable to perform Executive's duties as a result of Disability during the Engagement Term, the Company shall have the right to terminate the engagement of Executive by providing written notice of the effective date of such termination.

9. Payments Upon Termination of Engagement.

(a) Termination for Cause, Death or Disability or Termination by Executive Without Good Reason. In the event that Executive's engagement hereunder is terminated during the Engagement Term by the Company for Cause pursuant to Section 8(a), the Company elects not to renew the Engagement Term for Cause, by Executive without Good Reason, the Executive elects not to renew the Engagement Term without Good Reason (any termination described immediately preceding this parenthetical in this section 9(a), each a "Bad Leaver Termination"), or as a result of Executive's death or Disability pursuant to Section 8(c), the Company shall compensate Executive (or in the case of death, Executive's estate) as follows: on the date of termination the Company shall pay to the Executive (i) a lump sum amount equal to any portion of unpaid Base Compensation then due for periods prior to the effective date of termination; (ii) any Bonus earned for the year immediately preceding termination, but unpaid and which shall be paid at such time that bonuses are paid to other executives (or as otherwise determined by the Board); (iii) for termination other than a Bad Leaver Termination, any Pro Rata Bonus; (iv) within 1 month following submission of proper expense reports by Executive or Executive's estate, all expenses reasonably and necessarily incurred by Executive in connection with the business of the Company prior to the date of termination; and (v) any vested rights under any of the Company's compensation or benefit plans (other than the severance plan), to be paid and/or provided pursuant to the terms of such plans or agreements (collectively, "Accrued Compensation").

(b) Termination by Company Without Cause or by Executive for Good Reason. In the event that Executive's engagement is terminated during the Engagement Term by the Company without Cause pursuant to Section 8(a), by Executive for Good Reason pursuant to Section 8(b), the Company elects not to renew the Engagement Term without Cause, or the Executive elects not

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to renew the Engagement Term for Good Reason, then the Company shall pay and/or provide Executive Accrued Compensation and, subject to Executive executing a release in the form set forth in Exhibit A attached hereto (such release becomes irrevocable within sixty (60) days of termination), the Company shall (i) pay to the Executive on the sixtieth (60th) following termination of employment a lump sum amount equal to twelve (12) months of Executive's Base Compensation then in effect as of the date of termination, (ii) provide reimbursement to Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twelve (12) month anniversary of the date of termination and (iii) cause any equity awards granted prior to the Effective Date, that are then outstanding and unvested to immediately vest and, with respect to all options and stock appreciation rights, to become fully exercisable. Notwithstanding the foregoing, if Executive's engagement is terminated or not renewed without Cause or for Good Reason and a Change of Control of the Company occurs within six (6) months after such termination or within twenty-four (24) months prior to such termination ("Change in Control Termination"), then Executive shall be entitled to the severance benefits set forth under Section 9(c) and not under this Section 9(b).

(c) Termination in the Context of a Change of Control. Notwithstanding anything in Section 9(a) or 9(b) to the contrary, in the event of a Change in Control Termination, then Executive shall be entitled to receive Accrued Compensation and, subject to the Executive executing a release in the form set forth as Exhibit A attached here (and such release becomes irrevocable within sixty (60) days of termination), the following compensation and other benefits:

(i) on the sixtieth (60th) day of termination, the Company shall pay to the Executive a lump sum cash-payment equal to (a) the sum of (1) the product of two times Executive's Base Compensation (then in effect as of the date of termination) and (1) the product of two times Executive's Target Bonus, and (b) reimburse Executive for the COBRA premiums Executive pays to maintain health insurance coverage through the twenty-four (24) month anniversary of the date of termination; provided, however, Executive will not be entitled to such COBRA premiums upon Executive's employment with a third party after termination;

(ii) notwithstanding any provision of any stock incentive plan, stock option agreement, realization bonus, restricted stock agreement or other agreement relating to capital stock of the Company, all of the equity awards that are then outstanding and unvested shall immediately vest and, with respect to all options and stock appreciation rights, shall become fully exercisable for a period of twenty four (24) months following the date of termination (but not later than when the award would otherwise expire); and

(iii) Severance benefits under this Section 9(c) and Section 9(b) above shall be mutually exclusive and severance under one such section shall prohibit severance under the other.

(d) If Executive's employment terminates for any reason, Executive shall have no obligation to seek other employment and there shall be no setoff against amounts due to Executive under this Agreement for income or benefits from any subsequent employment.

10. Indemnification. The Company agrees to indemnify and hold harmless Executive, to the fullest extent permitted by the laws of the State of Delaware and applicable federal law in effect on the date hereof, or as such laws may be amended to increase the scope of such permitted indemnification, against any and all Losses if Executive was or is or becomes a party to or participant in, or is threatened to be made a party to or participant in, any Claim by reason of or arising in part out of an Indemnifiable Event, including, without limitation, Claims brought by or in the right of the Company, Claims brought by third parties, and Claims in which Executive is solely a witness. For purposes of this section, "Claim" means any proceeding, threatened or contemplated civil, criminal, administrative or arbitration action, suit or proceeding and any appeal therein and any inquiry or investigation which could lead to such action, suit or proceeding. "Indemnifiable Event" means any event or occurrence, whether occurring before, on or after the effective date of this Agreement, related to the fact that Executive was a director, officer, employee or agent of the Company or by reason of an action or inaction by Company in any such capacity whether or not serving in such capacity at the time any Loss is incurred for which indemnification can be provided under this Agreement. "Losses" means any and all damages, losses, liabilities, judgments, fines, penalties (whether civil, criminal or other), ERISA excise taxes, amounts paid or payable in settlement, including any interest, assessments, reasonable expenses, including attorney's fees, experts' fees, court costs, transcript costs, travel expenses, printing, duplication and binding costs, and telephone charges, and all other charges paid or payable in connection with investigating, defending, being a witness in or participating (including on appeal), or preparing to defend, be a witness or participate in, any Claim. The Company further agrees to maintain a directors and officers liability insurance policy covering Executive in an amount, and on terms no less favorable to Executive than the coverage the Company provides other senior executives and directors.

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11. Section 409A It is intended that this Agreement and any payments or benefits provided to Executive whether under this Agreement or otherwise shall either be exempt from or comply with Internal Revenue Code (the "Code") Section 409A and this Agreement and such payments/benefits shall be interpreted and administered consistent with such intention. For this purpose, each payment shall be considered a separate and distinct payment. However, to the extent any such payments are treated as nonqualified deferred compensation subject to Section 409A of the Code, then no amount payable upon Executive's termination of employment shall be payable unless such termination of employment constitutes a "separation from service" within the meaning of Treas. Reg. Section 1.409A-1(h). In addition, if Executive is deemed at the time of his separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, then to the extent delayed commencement of any portion of the termination benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's termination benefits shall not be provided to Executive prior to the earlier of (x) the first business day of the seventh month after the date of Executive's "separation from service" with the Company (within the meaning of Treas. Reg. Section 1.409A-1(h)) or (y) the date of Executive's death. Upon the earlier of such dates, all payments deferred pursuant to this Section 11 shall be paid in a lump sum to Executive, and any remaining payments due under the Agreement shall be paid as otherwise provided herein. The determination of whether Executive is a "specified employee" as of the time of his separation from service shall be made by the Company in accordance with the terms of Section 409A of the Code and applicable guidance thereunder (including without limitation Treas. Reg. Section 1.409A-1(i) and any successor provision thereto). With regard to any provision herein that provides for reimbursement of costs and expenses or in-kind benefits, except as permitted by Section 409A of the Code, (i) the right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits, to be provided in any other taxable year, and (iii) such payments shall be made on or before the last day of Executive's taxable year following the taxable year in which the expense occurred. In no event shall the date of termination of Executive's employment be deemed to occur until Executive experiences a "separation from service" within the meaning of Section 409A of the Code, and notwithstanding anything contained herein to the contrary, the date on which such separation from service takes place shall be the date of termination.

12. Successors. Any successor to the Company (whether direct or indirect and whether by purchase, lease, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets or otherwise pursuant to a Change of Control shall assume the Company's obligations under this Agreement and agree expressly in writing to perform the Company's obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" shall include any successor to the Company's business and/or assets (including any parent company to the Company), whether or not in connection with a Change of Control, which becomes bound by the terms of this Agreement by operation of law or otherwise.

13. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered (if to the Company, addressed to its Secretary at the Company's principal place of business on a non-holiday weekday between the hours of 9 a.m. and 5 p.m.; if to Executive, via personal service to Executive's last known residence) or three business days following the date it is mailed by U.S. registered or certified mail, return receipt requested and postage prepaid.

14. Confidential Information. Executive recognizes and acknowledges that by reason of Executive's engagement by and service to the Company before, during and, if applicable, after the Engagement Term, Executive will have access to certain confidential and proprietary information relating to the Company's business, which may include, but is not limited to, trade secrets, trade "know-how," product development techniques and plans, formulas, customer lists and addresses, financing services, funding programs, cost and pricing information, marketing and sales techniques, strategy and programs, computer programs and software and financial information (collectively referred to herein as "Confidential Information"). Executive acknowledges that such Confidential Information is a valuable and unique asset of the Company and Executive covenants that he will not, unless expressly authorized in writing by the Company, at any time during the course of Executive's engagement use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Executive also covenants that at any time after the termination of such engagement, directly or indirectly, Executive will not use any Confidential Information or divulge or disclose any Confidential Information to any person, firm or corporation, unless such information is in the public domain through no fault of Executive or except when required to do so by a court of law, by any governmental agency having supervisory authority over the business of the Company or by any administrative or legislative body (including a committee thereof) with apparent jurisdiction to order Executive to divulge, disclose or make accessible such information. All written Confidential Information (including, without limitation,

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in any computer or other electronic format) which comes into Executive's possession during the course of Executive's engagement shall remain the property of the Company. Unless expressly authorized in writing by the Company, Executive shall not remove any written Confidential Information from the Company's premises, except in connection with the performance of Executive's duties for and on behalf of the Company and in a manner consistent with the Company's policies regarding Confidential Information. Upon termination of Executive's engagement, the Executive agrees to immediately return to the Company all written Confidential Information (including, without limitation, in any computer or other electronic format) in Executive's possession. As a condition of Executive's engagement with the Company and in order to protect the Company's interest in such proprietary information, the Company shall require Executive's execution of a Confidentiality Agreement and Inventions Agreement in the form attached hereto as Exhibit B, and incorporated herein by this reference.

15. Non-Competition; Non-Solicitation.

(a) Non-Compete. In consideration for the right to potentially receive payments under Sections 9(b) or 9(c) and in consideration for the Executive receiving equity awards in 2021, the Executive hereby covenants and agrees that during the Engagement Term and for a period of twelve (12) months following the last day of employment, the Executive will not, without the prior written consent of the Company, directly or indirectly, on Executive's own behalf or in the service or on behalf of others, whether or not for compensation, engage in any business activity, or have any interest in any person, firm, corporation or business, through a subsidiary or parent entity or other entity (whether as a shareholder, agent, joint venturer, security holder, trustee, partner, Executive, creditor lending credit or money for the purpose of establishing or operating any such business, partner or otherwise) with any Competing Business in the Covered Area. For the purpose of this Section 15(a), (i) "Competing Business" means any business competing with any products and/or services of the Company or its affiliates that exist or are in the process of being formed or acquired as of the last day of employment (which shall include any biotechnology company focused on developing or marketing immunotherapy treatments) and (ii) "Covered Area" means all geographical areas of the United States and other foreign jurisdictions where Company then has offices and/or sells its products directly or indirectly through distributors and/or other sales agents. Notwithstanding the foregoing, the Executive may own shares of companies whose securities are publicly traded, so long as ownership of such securities do not constitute more than one percent (1%) of the outstanding securities of any such company.

(b) Non-Solicitation. The Executive further agrees that during the Engagement Term and for a period of one (1) year from the last day of employment, the Executive will not divert any business of the Company and/or its affiliates or any customers or suppliers of the Company and/or the Company's and/or its affiliates' business to any other person, entity or competitor, or induce or attempt to induce, directly or indirectly, any person to leave Executive or Executive's employment with the Company and/or its affiliates; provided, however, that the foregoing provisions shall not apply to a general advertisement or solicitation program that is not specifically targeted at such employees.

(c) Remedies. The Executive acknowledges and agrees that Executive's obligations provided herein are necessary and reasonable in order to protect the Company and its affiliates and their respective business and the Executive expressly agrees that monetary damages would be inadequate to compensate the Company and/or its affiliates for any breach by the Executive of Executive's covenants and agreements set forth herein. Accordingly, the Executive agrees and acknowledges that any such violation or threatened violation of this Section 15 will cause irreparable injury to the Company and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Company and its affiliates shall be entitled to obtain injunctive relief against the threatened breach of this Section 15 or the continuation of any such breach by the Executive without the necessity of proving actual damages.

(d) Notwithstanding the foregoing, Executive acknowledges and Executive agrees that Executive shall be bound to the obligations set forth in Section 15 irrespective of any reason for Executive's termination of engagement (as described in Section 8).

16. Engagement Relationship. Executive's engagement with the Company will be "at will," meaning that either Executive or the Company may terminate Executive's engagement at any time and for any reason, with or without Cause or Good Reason. Any contrary representations that may have been made to Executive are superseded by this Agreement. This is the full and complete agreement between Executive and the Company on this term. Although Executive's duties, title, compensation and benefits, as well as the Company's personnel policies and procedures, may change from time to time, the "at will" nature of Executive's engagement may only be changed in an express written agreement signed by Executive and a duly authorized officer of the Company (other than Executive).

17. Excess Parachute Payments.

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(a) If any portion of the amounts payable to Executive under this Agreement, either alone or together with other payments which the Executive has the right to receive from the Company (whether paid or payable or distributed or distributable pursuant to the terms of this Agreement, any other plans or agreements or otherwise) ("Payment"), constitute "excess parachute payments" within the meaning of Section 280G of the Code, that are subject to the excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment) (such taxes and assessments, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), and, if so, then Company shall pay or provide to Executive the greatest of the following, whichever gives Executive the highest net after-tax amount (after taking into account federal, state, local and payroll taxes at Executive's actual marginal rates and the Excise Tax): (1) all of the Payments or (2) Payments not in excess of the greatest amount of Payments that can be paid that would not result in the imposition of the excise tax under Section 4999 of the Code (the "Safe Harbor Amount"). Payments shall be made as follows: (A) if none of the Payments constitute nonqualified deferred compensation (within the meaning of Section 409A of the Code), then such reduction and/ or repayment shall occur in the manner the Executive elects in writing prior to the date of Payment; or (B) if any Payment constitutes non-qualified deferred compensation or if the Executive fails to elect an order in the event that none of the Payments constitutes non-qualified deferred compensation (within the meaning of Section 409A of the Code), then the Payments to be reduced will be determined in a manner which maximizes the Executive's economic position and, to the extent the economic cost is equivalent between one or more Payments, such Payments will be reduced in the inverse order of when payment would have been made to the Executive, until the aggregate Payments payable to the Executive equal the Safe Harbor Amount (the "Reduced Amount"). The Company and Executive shall cooperate with each other and use all reasonable efforts to minimize to the fullest extent possible the amount of excise tax imposed by Section 4999 of the Code (or similar tax and/or assessment).

(b) As a result of the uncertainty in the application of Section 280G of the Code, it is possible that Payments may be made by the Company, which should not have been made ("Overpayment"), in each case, consistent with the calculation of the Reduced Amount hereunder. In the event that the Certified Public Accountants, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or Executive which said Certified Public Accountants believe has a high probability of success, determines that an Overpayment has been made, any such Overpayment shall be treated for all purposes as a loan to Executive which Executive shall repay to the Company together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code; provided, however, that no amount shall be payable by Executive to the Company in and to the extent such payment would not reduce the amount which is subject to taxation under Section 4999 of the Code. In the event that the Certified Public Accountants, based upon controlling precedent, determine that an Underpayment has occurred, any such Underpayment shall be promptly paid by the Company to or for the benefit of Executive together with interest at the applicable Federal rate provided for in Section 7872(f)(2)(A) of the Code

(c) The determination of the Excise Tax, Safe Harbor Amount and Reduced Amount, if any, and other amounts under this subsection 17 shall be made by, Golden Parachute Tax Solutions LLC, or if they are no longer in business or are unable to take on this engagement, the independent accounting firm employed by the Company immediately prior to the Change of Control, or such other nationally recognized certified public accounting firm as may be designated by the Executive ("Certified Public Accountants").

18. Miscellaneous Provisions.

(a) Modifications; No Waiver. No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(b) Entire Agreement. This Agreement supersedes all prior agreements and understandings between the parties, oral or written. No modification, termination or attempted waiver shall be valid unless in writing, signed by the party against whom such modification, termination or waiver is sought to be enforced.

(c) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the internal substantive laws, but not the conflicts of law rules, of the State of Delaware.

(d) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

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(e) Counterparts. This Agreement may be executed in separate counterparts, any one of which need not contain signatures of more than one party, and may be delivered by facsimile or other electronic means, but all of which shall be deemed originals and taken together will constitute one and the same Agreement.

(f) Headings. The headings of the Articles and Sections hereof are inserted for convenience only and shall not be deemed to constitute a part hereof nor to affect the meaning thereof.

(g) Construction of Agreement. In the event of a conflict between the text of the Agreement and any summary, description or other information regarding the Agreement, the text of the Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY: ADITXT, INC.

By: /s/ Amro Albanna
Name: Amro Albanna
Title: Chief Executive Officer

EXECUTIVE: /s/ Rowena Albanna
ROWENA ALBANNA

EXHIBIT A

FORM OF RELEASE

EXHIBIT B

CONFIDENTIALITY AGREEMENT AND INVENTIONS AGREEMENT

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EXHIBIT 31.1

CERTIFICATION

I, Amro Albanna, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Aditxt, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 15, 2021

/s/ Amro Albanna
Amro Albanna
Chief Executive Officer
(Principal Executive Officer)

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EXHIBIT 31.2

CERTIFICATION

I, Thomas J. Farley, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Aditxt, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 15, 2021

/s/ Thomas J. Farley
Thomas J. Farley
Chief Financial Officer
(Principal Financial and Accounting Officer)

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EXHIBIT 32.1

**CERTIFICATIONS PURSUANT TO
18 U.S.C. SECTION 1350,
AS ENACTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report of Aditxt, Inc. (the “Company”) on Form 10-Q for the period ended September 30, 2021, as filed with the Securities and Exchange Commission on the date hereof (the “Report”), each of Amro Albanna, Chief Executive Officer of the Company and Thomas J. Farley, Chief Financial Officer, certify, pursuant to 18 U.S.C. § 1350, as enacted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

November 15, 2021

/s/ Amro Albanna
Amro Albanna
Chief Executive Officer
(Principal Executive Officer)

November 15, 2021

/s/ Thomas J. Farley
Thomas J. Farley
Chief Financial Officer
(Principal Financial and Accounting Officer)

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Document And Entity Information - shares	9 Months Ended Sep. 30, 2021	Nov. 12, 2021
Document Information Line Items		
Entity Registrant Name	Aditxt, Inc.	
Trading Symbol	ADTX	
Document Type	10-Q	
Current Fiscal Year End Date	--12-31	
Entity Common Stock, Shares Outstanding		26,926,346
Amendment Flag	false	
Entity Central Index Key	0001726711	
Entity Current Reporting Status	Yes	
Entity Filer Category	Non-accelerated Filer	
Document Period End Date	Sep. 30, 2021	
Document Fiscal Year Focus	2021	
Document Fiscal Period Focus	Q3	
Entity Small Business	true	
Entity Emerging Growth Company	true	
Entity Shell Company	false	
Entity Ex Transition Period	false	
Document Quarterly Report	true	
Document Transition Report	false	
Entity File Number	001-39336	
Entity Incorporation, State or Country Code	DE	
Entity Tax Identification Number	82-3204328	
Entity Address, Address Line One	737 N. Fifth Street	
Entity Address, Address Line Two	Suite 200	
Entity Address, City or Town	Richmond	
Entity Address, State or Province	VA	
Entity Address, Postal Zip Code	23219	
City Area Code	(650)	
Local Phone Number	870-1200	
Title of 12(b) Security	Common Stock, par value $0.001 per share	
Security Exchange Name	NASDAQ	
Entity Interactive Data Current	Yes	

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Balance Sheets (Unaudited) - USD ($)	Sep. 30, 2021	Dec. 31, 2020
CURRENT ASSETS:		
Cash	$ 5,469,435	$ 10,500,826
Prepaid expenses	416,072	147,642
ROU asset - short term		384,685
Note receivable	6,500,000	
TOTAL CURRENT ASSETS	12,385,507	11,033,153
Fixed assets, net	2,255,089	798,919
Intangible assets, net	240,970	321,000
ROU asset - long term	3,967,338	871,136
Deposits	315,655	72,296
Other assets	422,108	
TOTAL ASSETS	19,586,667	13,096,504
CURRENT LIABILITIES:		
Accounts payable and accrued expenses	1,655,976	241,613
Financing of fixed asset – short term	744,299	587,588
Deferred rent	180,940	6,536
Lease liability - short term	1,019,613	391,221
TOTAL CURRENT LIABILITIES	3,600,828	1,226,958
Financing of fixed asset - long term	246,723	
Lease liability - long term	2,766,785	858,064
TOTAL LIABILITIES	6,614,336	2,085,022
STOCKHOLDERS' EQUITY		
Preferred stock, $0.001 par value, 3,000,000 shares authorized, zero shares issued and outstanding, respectively		
Common stock, $0.001 par value, 100,000,000 shares authorized, 24,193,816 and 13,074,495 shares issued and 24,093,013 and 12,973,692 shares outstanding, respectively	24,198	13,078
Treasury stock, 100,803 and 100,803 shares, respectively	(201,605)	(201,605)
Additional paid-in capital	56,450,015	32,079,187
Accumulated deficit	(43,300,277)	(20,879,178)
TOTAL STOCKHOLDERS' EQUITY	12,972,331	11,011,482
TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY	$ 19,586,667	$ 13,096,504

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Balance Sheets (Unaudited) (Parentheticals) - $ / shares	Sep. 30, 2021	Dec. 31, 2020
Statement of Financial Position [Abstract]		
Preferred stock, par value (in Dollars per share)	$ 0.001	$ 0.001
Preferred stock, shares authorized	3,000,000	3,000,000
Preferred stock, shares issued	0	0
Preferred stock, shares outstanding	0	0
Common stock, par value (in Dollars per share)	$ 0.001	$ 0.001
Common stock, shares authorized	100,000,000	100,000,000
Common stock, shares issued	24,193,816	13,074,495
Common stock, shares outstanding	24,093,013	12,973,692
Treasury stock	100,803	100,803

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Statements of Operations (Unaudited) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
OPERATING EXPENSES				
General and administrative expenses, including $650,325, $874,363, $2,887,657 and $1,564,129, in stock-based compensation, respectively	$ 4,451,545	$ 2,453,725	$ 14,348,375	$ 3,677,490
Research and development expenses, including $248,989, $0, $248,989, and $0 in stock-based compensation, respectively	1,471,544	285,813	3,340,247	514,478
Sales and marketing expenses, including $0, $0, $0, and $0 in stock-based compensation, respectively	150,056	5,000	252,562	7,848
Total operating expenses	6,073,145	2,744,538	17,941,184	4,199,816
NET LOSS FROM OPERATIONS	(6,073,145)	(2,744,538)	(17,941,184)	(4,199,816)
OTHER EXPENSE				
Interest expense	(38,198)		(74,587)	(902)
Interest income	42,838	116	43,267	116
Gain on forgiveness of debt				32,500
Loss on extinguishment of debt	(2,500,970)		(2,500,970)	
Amortization of debt discount	(1,191,254)		(1,845,358)	(300,000)
Total other expense	(3,687,584)	116	(4,377,648)	(268,286)
Net loss before income taxes	(9,760,729)	(2,744,422)	(22,318,832)	(4,468,102)
Income tax provision				
NET LOSS	$ (9,760,729)	$ (2,744,422)	$ (22,318,832)	$ (4,468,102)
Net loss per share - basic and diluted (in Dollars per share)	$ (0.56)	$ (0.37)	$ (1.46)	$ (0.88)
Weighted average number of shares outstanding during the period - basic and diluted (in Shares)	17,380,505	7,439,225	15,270,814	5,091,584

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Statements of Operations (Unaudited) (Parentheticals) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
General and administrative expenses				
Stock-based compensation	$ 650,325	$ 874,363	$ 2,887,657	$ 1,564,129
Research and development				
Stock-based compensation	248,989	0	248,989	0
Sales and marketing				
Stock-based compensation	$ 0	$ 0	$ 0	$ 0

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Statements of Stockholders' Equity (Deficit) (Unaudited) - USD ($)	Preferred Shares	Common Shares	Treasury Stock	Additional Paid-in Capital	Accumulated Deficit	Total
Balance at Dec. 31, 2019		$ 3,916	$ (189,625)	$ 9,063,483	$ (11,729,951)	$ (2,852,177)
Balance (in Shares) at Dec. 31, 2019		3,821,087				
Issuance of shares for services		$ 105		418,895		419,000
Issuance of shares for services (in Shares)		104,750				
Stock option and warrant compensation				110,437		110,437
Treasury stock			(11,980)			(11,980)
Treasury stock (in Shares)		(5,990)				
Net loss					(1,189,363)	(1,189,363)
Balance at Mar. 31, 2020		$ 4,021	(201,605)	9,592,815	(12,919,314)	(3,524,083)
Balance (in Shares) at Mar. 31, 2020		3,919,847				
Exercise of warrants		$ 31		185,819		185,850
Exercise of warrants (in Shares)		30,975				
Adjustment to Common Shares due to reverse stock split		$ (1)				(1)
Adjustment to Common Shares due to reverse stock split (in Shares)		(10)				
Issuance of shares for services		$ 18		83,174		83,192
Issuance of shares for services (in Shares)		17,500				
Stock option and warrant compensation				77,138		77,138
Net loss					(534,317)	(534,317)
Balance at Jun. 30, 2020		$ 4,069	(201,605)	9,938,946	(13,453,631)	(3,712,221)
Balance (in Shares) at Jun. 30, 2020		3,968,312				
Exercise of warrants		$ 3,712		20,982		24,694
Exercise of warrants (in Shares)		3,709,778				
Issuance of shares for the settlement of accrued compensation and accounts payable		$ 147		1,221,878		1,222,025
Issuance of shares for the settlement of accrued compensation and accounts payable (in Shares)		146,818				
Issuance of shares and warrants for IPO, net of issuance costs		$ 1,227		9,429,455		9,430,682
Issuance of shares and warrants for IPO, net of issuance costs (in Shares)		1,226,668				
Issuance of shares for the settlement of debt		$ 63		124,937		125,000
Issuance of shares for the settlement of debt (in Shares)		62,500				
Exercise conversion of preferred shares	$ (1,250)	$ 1,250				

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Exercise conversion of preferred shares (in Shares)	(1,250,000)	1,250,000				
Issuance of shares for services		$ 209		810,533		810,742
Issuance of shares for services (in Shares)		208,666				
Stock option and warrant compensation				63,621		63,621
Issuance of shares and warrants for offering, net of issuance costs	$ 1,250	$ 1,150		8,524,376		8,526,776
Issuance of shares and warrants for offering, net of issuance costs (in Shares)	1,250,000	1,150,000				
Net loss					(2,744,422)	(2,744,422)
Balance at Sep. 30, 2020		$ 11,827	(201,605)	30,134,728	(16,198,053)	13,746,897
Balance (in Shares) at Sep. 30, 2020		11,722,742				
Balance at Dec. 31, 2020		$ 13,078	(201,605)	32,079,187	(20,879,178)	11,011,482
Balance (in Shares) at Dec. 31, 2020		12,973,692				
Exercise of warrants		$ 1,164		3,717,792		3,718,956
Exercise of warrants (in Shares)		1,163,556				
Issuance of shares for services		$ 18		51,222		51,240
Issuance of shares for services (in Shares)		18,000				
Issuance of shares for employee compensation		$ 335		1,111,865		1,112,200
Issuance of shares for employee compensation (in Shares)		335,000				
Stock option and warrant compensation				301,462		301,462
Fair value of warrants issued with convertible note payable				1,322,840		1,322,840
Warrant consideration for convertible note offering costs				231,316		231,316
Net loss					(6,379,667)	(6,379,667)
Balance at Mar. 31, 2021		$ 14,595	(201,605)	38,815,684	(27,258,845)	11,369,829
Balance (in Shares) at Mar. 31, 2021		14,490,248				
Issuance of shares for services		$ 68		181,792		181,860
Issuance of shares for services (in Shares)		68,000				
Issuance of shares for employee compensation		$ 130		331,370		331,500
Issuance of shares for employee compensation (in Shares)		130,000				
Stock option and warrant compensation				259,070		259,070
Net loss					(6,178,436)	(6,178,436)
Balance at Jun. 30, 2021		$ 14,793	(201,605)	39,587,916	(33,437,281)	5,963,823
Balance (in Shares) at Jun. 30, 2021		14,688,248				
Issuance of shares for services		$ 3		5,161		5,164

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Issuance of shares for services (in Shares)	2,934				
Stock option and warrant compensation			219,885		219,885
Issuance of shares for the conversion of debt	$ 4,803		5,745,119		5,749,922
Issuance of shares for the conversion of debt (in Shares)	4,802,497				
Issuance of shares and warrants for offering, net of issuance costs	$ 4,583		10,115,418		10,120,001
Issuance of shares and warrants for offering, net of issuance costs (in Shares)	4,583,334				
Restricted stock unit compensation			674,265		674,265
Issuance of shares for vested restricted stock units	$ 16		(16)		
Issuance of shares for vested restricted stock units (in Shares)	16,000				
Reduction in exercise price of warrants			102,267	(102,267)	
Net loss				(9,760,729)	(9,760,729)
Balance at Sep. 30, 2021	$ 24,198	$ (201,605)	$ 56,450,015	$ (43,300,277)	$ 12,972,331
Balance (in Shares) at Sep. 30, 2021	24,093,013				

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Statements of Cash Flows (Unaudited) - USD ($)	9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net loss	$ (22,318,832)	$ (4,468,102)
Adjustments to reconcile net loss to net cash used in operating activities		
Stock-based compensation	3,136,646	1,564,129
Depreciation expense	266,385	2,796
Amortization of intangible assets	80,030	
Amortization of debt discount	1,845,358	300,000
Loss on extinguishment of debt	2,500,970	
Changes in operating assets and liabilities:		
Prepaid expenses	(268,430)	(238,308)
Deposits	(243,359)	(61,586)
Accounts payable and accrued expenses	1,414,363	(1,302,193)
Accrued compensation to related parties		128,396
Net cash used in operating activities	(13,586,869)	(4,074,868)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Purchase of fixed assets	(900,693)	(160,534)
TI allowance receivable	(226,738)	
Deferred acquisition costs	(152,630)	
Note receivable and accrued interest	(6,542,740)	
Net cash used in investing activities	(7,822,801)	(160,534)
CASH FLOWS FROM FINANCING ACTIVITIES:		
Proceeds from convertible note payable	5,000,000	375,000
Discount on convertible note payable from offering costs	(526,460)	
Repayments of note payable	(315,790)	(715,600)
Common stock and warrants issued for cash, net of issuance costs	10,120,001	18,500,039
Offering costs		(423,139)
Proceeds from exercise of warrants	3,718,956	210,546
Payments on financing of fixed asset	(418,428)	
Cash paid on extinguishment of note payable	(1,200,000)	
Net cash provided by financing activities	16,378,279	17,946,846
NET (DECREASE) INCREASE IN CASH	(5,031,391)	13,711,444
CASH AT BEGINNING OF PERIOD	10,500,826	4,090
CASH AT END OF PERIOD	5,469,435	13,715,534
Supplemental cash flow information:		
Cash paid for income taxes		
Cash paid for interest expense	15,789	5,842
NON-CASH INVESTING AND FINANCING ACTIVITIES:		
Liabilities assumed for common stock		11,980
Issuance of shares for the conversion of notes payable	5,749,922	125,000
Lease liability recognized from right of use asset	2,806,427	
Issuance of shares for the settlement of accounts payable		1,222,025

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Original offering discount on note payable	1,000,000	300,000
Debt Discount from warrants issued with convertible note payable	1,322,840	
Debt Discount from warrant consideration for convertible debt offering costs	231,316	
Liability recognized for financed assets	821,862	$ 1,191,985
Reduction in exercise price of warrants	$ 102,267	

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Organization and Nature of Business	9 Months Ended
	Sep. 30, 2021
Accounting Policies [Abstract]	
ORGANIZATION AND NATURE OF BUSINESS	

NOTE 1 – ORGANIZATION AND NATURE OF BUSINESS

Company Background

Overview

Aditxt, Inc. ("Aditxt" or the "Company"), formally known as Aditx Therapeutics, Inc., was incorporated in the State of Delaware on September 28, 2017 and the Company's headquarters are located in Richmond, VA. The Company is a biotech innovation company with a mission of prolonging life and enhancing its quality by improving the health of the immune system.

The Company is developing biotechnologies specifically focused on improving the health of the immune system through immune reprogramming and monitoring. The Company's immune reprogramming technologies are currently at the pre-clinical stage and are designed to retrain the immune system to induce tolerance with an objective of addressing rejection of transplanted organs, autoimmune diseases, and allergies. The Company's immune monitoring technologies are designed to provide a personalized comprehensive profile of the immune system and the Company plans to utilize them in its upcoming reprogramming clinical trials to monitor subjects' immune response before, during and after drug administration.

Offerings

On July 2, 2020, the Company completed its initial public offering ("IPO"). In connection therewith, the Company issued 1,226,668 Units (the "Units"), at an offering price of $9.00 per Unit, resulting in gross proceeds of approximately $11.0 million. The Units issued in the IPO consisted of one share of common stock, one Series A warrant, and one Series B warrant. The Series A warrants originally had an exercise price of $9.00 and a term of 5 years. In addition, the Company issued a Unit Purchase Option at an exercise price of $11.25 per unit to the underwriters to purchase up to 67,466 units, with each unit consisting of (i) one share of common stock and (ii) one Series A warrant. On August 19, 2020, the Company modified the exercise price of the Series A warrants from $9.00 per share to $4.50 per share. The term of the Series A warrants was not modified. The Series B warrants have an exercise price of $11.25 per share, a term of 5 years and contain a cashless exercise option upon certain criteria being met. As of September 30, 2021, substantially all of the Series B warrants issued in the IPO have been exercised pursuant to a cashless provision therein.

On September 10, 2020, the Company completed a follow-on public offering ("September 2020 Offering"). In connection therewith, the Company issued 2,400,000 Units (the "Follow-On Units"), at an offering price of $4.00 per Follow-On Unit, resulting in gross proceeds of approximately $9.6 million. The Follow-On Units issued in the September 2020 Offering consisted of one share of common stock (or Series A Preferred Stock for investors who would own more than 4.99% of the Company if they invested in common stock), one Series A-1 warrant, and one Series B-1 warrant. The Series A-1 warrants have an exercise price of $3.19 per share and a term of 5 years. The Series B-1 warrants have an exercise price of $5.00 per share, a term of 5 years and contain a cashless exercise option upon certain criteria being met. In addition, the Company issued a warrant to the underwriters to purchase up to 60,000 shares of common stock at an exercise price of $5.00 per share. Subsequent to quarter end, substantially all of the Series B-1 warrants issued in the September 2020 Offering have been exercised pursuant to a cashless provision therein.

On August 31, 2021, the Company completed a registered direct offering ("August 2021 Offering"). In connection therewith, the Company issued 4,583,334 shares of common stock, at a purchase price of $2.40 per share, resulting in gross proceeds of approximately $11.0 million. In

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a concurrent private placement, the Company issued warrants to purchase up to 4,583,334 shares. The warrants have an exercise price of $2.53 per share and are exercisable for a five-year period commencing six months from the date of issuance. In addition, the Company issued a warrant to the placement agent to purchase up to 229,166 shares of common stock at an exercise price of $3.00 per share.

Risks and Uncertainties

The Company has a limited operating history and has not generated revenue from intended operations. The Company's business and operations are sensitive to general business and economic conditions in the U.S. and worldwide along with local, state, and federal governmental policy decisions. A host of factors beyond the Company's control could cause fluctuations in these conditions. Adverse conditions may include: changes in the biotechnology regulatory environment, technological advances that render our technologies obsolete, availability of resources for clinical trials, acceptance of technologies into the medical community, and competition from larger, more well-funded companies. These adverse conditions could affect the Company's financial condition and the results of its operations.

On January 30, 2020, the World Health Organization declared the COVID-19 novel coronavirus outbreak a "Public Health Emergency of International Concern" and on March 10, 2020, declared it to be a pandemic. Actions taken around the world to help mitigate the spread of the coronavirus include restrictions on travel, and quarantines in certain areas, and forced closures for certain types of public places and businesses. The COVID-19 coronavirus and actions taken to mitigate it have had and are expected to continue to have an adverse impact on the economies and financial markets of many countries, including the geographical area in which the Company operates. While it is unknown how long these conditions will last and what the financial impact will be to the Company, it is reasonably possible that future capital raising efforts and additional development of our technologies may be negatively affected.

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Going Concern Analysis	9 Months Ended Sep. 30, 2021
Going Concerns Disclosure [Abstract]	
GOING CONCERN ANALYSIS	**NOTE 2 – GOING CONCERN ANALYSIS** ***Management Plans*** The Company was incorporated on September 28, 2017 and has not generated revenues to date. During the nine months ended September 30, 2021, the Company had a net loss of $22,318,832 and cash of $5,469,435 at September 30, 2021. The Company will be conducting medical research and development, and the time at which the Company will begin generating revenue is unknown. These factors indicate substantial doubt about the Company’s ability to continue as a going concern. The Company believes, however, that the funds raised by August 2021 Offering as well as its remaining availability of approximately $89.0 million to raise future funds pursuant to an effective shelf registration statement filed with the SEC on Form S-3 declared effective on July 13, 2021 will be sufficient to fund the Company’s operations for at least the next 12 months. Because of these factors, the Company believes that this alleviates substantial doubt in connection with the Company’s ability to continue as a going concern. The accompanying financial statements have been prepared assuming that the Company will continue as a going concern. The financial statements included in this report do not include any adjustments to reflect the possible future effects on the recoverability and classification of assets or the amounts and classification of liabilities that may result from the matters discussed herein. While we believe in the viability of our strategy to generate sufficient revenue, control costs, and raise additional funds, when necessary, there can be no assurances to that effect. The Company’s ability to continue as a going concern is dependent upon the ability to complete clinical studies and implement the business plan, generate sufficient revenues and to control operating expenses.

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Summary of Significant Accounting Policies	9 Months Ended Sep. 30, 2021
Accounting Policies [Abstract]	
SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES	

NOTE 3 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation

The accompanying unaudited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). In the opinion of the Company's management, the accompanying financial statements reflect all adjustments, consisting of normal, recurring adjustments, considered necessary for a fair presentation of the results for the interim periods ended September 30, 2021 and September 30, 2020. Although management believes that the disclosures in these unaudited financial statements are adequate to make the information presented not misleading, certain information and footnote disclosures normally included in financial statements that have been prepared in accordance U.S. GAAP have been omitted pursuant to the rules and regulations of the SEC.

The accompanying unaudited financial statements should be read in conjunction with the Company's financial statements and notes related thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 25, 2021. The interim results for the nine months ended September 30, 2021 are not necessarily indicative of the results to be expected for the year ended December 31, 2021 or for any future interim periods.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates. Significant estimates underlying the financial statements include the fair value of stock options and warrants.

Fair Value Measurements and Fair Value of Financial Instruments

The Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, Fair Value Measurements. ASC Topic 820 clarifies the definition of fair value, prescribes methods for measuring fair value, and establishes a fair value hierarchy to classify the inputs used in measuring fair value as follows:

Level 1 -	Inputs are unadjusted quoted prices in active markets for identical assets or liabilities available at the measurement date.
Level 2 -	Inputs are unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data.
Level 3 -	Inputs are unobservable inputs which reflect the reporting entity's own assumptions on what assumptions the market participants would use in pricing the asset or liability based on the best available information.

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The Company did not identify any assets or liabilities that are required to be presented on the balance sheets at fair value in accordance with ASC Topic 820.

Due to the short-term nature of all financial assets and liabilities, their carrying value approximates their fair value as of the balance sheet dates.

Concentrations of Credit Risk

The Company maintains its cash accounts at financial institutions which are insured by the Federal Deposit Insurance Corporation. At times, the Company may have deposits in excess of federally insured limits.

Cash and Cash Equivalents

Cash and cash equivalents include short-term, liquid investments.

Fixed Assets

Fixed assets are stated at cost less accumulated depreciation. Cost includes expenditures for furniture, office equipment, laboratory equipment, and other assets. Maintenance and repairs are charged to expense as incurred. When assets are sold, retired, or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations. The costs of fixed assets are depreciated using the straight-line method over the estimated useful lives or lease life of the related assets.

Intangible Assets

Intangible assets are stated at cost less accumulated amortization. For intangible assets that have finite lives, the assets are amortized using the straight-line method over the estimated useful lives of the related assets. For intangible assets with indefinite lives, the assets are tested periodically for impairment.

Offering Costs

The Company accounts for offering costs in accordance with ASC 340, Other Assets and Deferred Costs. Prior to the completion of an offering, offering costs were capitalized as deferred offering costs on the balance sheet. The deferred offering costs are netted against the proceeds of the offering in stockholders' equity (deficit) or the related debt, as applicable. Costs related to unsuccessful offerings are expensed.

Leases

Under Topic 842, adopted in 2020 with no impact related to adoption, operating lease expense is generally recognized evenly over the term of the lease. The Company has operating leases consisting of office space, laboratory space, and lab equipment.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. For lease agreements entered or reassessed after the adoption of Topic 842, we combine the lease and non-lease components in determining the lease liabilities and right of use ("ROU") assets.

Stock-Based Compensation

The Company accounts for stock-based compensation costs under the provisions of ASC 718, Compensation—Stock Compensation, which requires the measurement and recognition of compensation expense related to the fair value of stock-based compensation awards that are ultimately expected to vest. Stock based compensation expense recognized includes the compensation cost for all stock-based payments granted to employees, officers, and directors based on the grant date fair value estimated in accordance with the provisions of ASC 718. ASC 718 is also applied to awards modified, repurchased, or cancelled during the periods reported. Stock-

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based compensation is recognized as expense over the employee's requisite vesting period and over the nonemployee's period of providing goods or services.

Patents

The Company incurs fees from patent licenses, which are expensed as incurred. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred patent licensing fees for the patents of $76,245 and $258,635, respectively.

Research and Development

We incur research and development costs during the process of researching and developing our technologies and future offerings. We expense these costs as incurred unless such costs qualify for capitalization under applicable guidance. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred research and development costs of $3,340,247 and $514,478, respectively.

Basic and Diluted Net Loss per Common Share

Basic loss per common share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding for each period. Diluted loss per share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding plus the dilutive effect of shares issuable through the common stock equivalents. The weighted-average number of common shares outstanding excludes common stock equivalents because their inclusion would be anti-dilutive. As of September 30, 2021, 2,143,000 stock options, 1,428,800 restricted stock units, and 10,263,964 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive. As of September 30, 2020, 1,110,000 stock options and 6,237,296 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive.

Recent Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, which simplifies the guidance on the issuer's accounting for convertible debt instruments by removing the separation models for convertible debt with a cash conversion feature and convertible instruments with a beneficial conversion feature. As a result, entities will not separately present in equity an embedded conversion feature in such debt and will account for a convertible debt instrument wholly as debt, unless certain other conditions are met. The elimination of these models will reduce reported interest expense and increase reported net income for entities that have issued a convertible instrument that is within the scope of ASU 2020-06. ASU 2020-06 is applicable for fiscal years beginning after December 15, 2021, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. The Company has elected to early adopt this ASU and the adoption of this ASU did not have a material impact on the Company's consolidated financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been several ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

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Note Receivable	9 Months Ended Sep. 30, 2021
Receivables [Abstract]	
NOTE RECEIVABLE	**NOTE 4 – NOTE RECEIVABLE** On August 25, 2021, the Company entered into a letter of intent ("the LOI") to acquire a biopharmaceutical company, the (“Target Company”), commercializing COVID-19 antiviral oral therapy. Key terms of the proposed transaction as stated in the Letter of Intent included: the completion of a proposed $6.5 million secured loan from the Company to the Target Company by August 31, 2021, as well as the issuance of such number of shares of the Company’s common stock that yields 50% of the number of the Company’s outstanding shares post-closing of the transaction. The acquisition is subject to the satisfaction of numerous conditions, including satisfactory due diligence, the negotiation and execution of definitive agreements and other closing conditions, including board and shareholder approval and approval by Nasdaq of the listing of shares proposed to be issued in the transaction. The Company and the Target Company have agreed to an exclusivity period until September 30, 2021 (the “Exclusivity Period”), with a view to settling the definitive agreement. On September 30, 2021, the parties entered into a letter agreement pursuant to which they agreed to extend the Exclusivity Period until October 4, 2021. As contemplated by the Letter of Intent, on August 30, 2021, the Company entered into a secured credit agreement dated August 27, 2021 (the “Credit Agreement”) with the Target Company and certain affiliated entities, pursuant to which the Company made a secured loan to the Target Company in the principal amount of $6.5 million (the “Loan”). The Loan was funded on August 31, 2021, following the closing of the Company’s August 2021 Offering. The Loan bears interest at a rate of 8% per annum and matures on November 30, 2021 or upon such earlier date as the Letter of Intent or Exclusivity Period is terminated in accordance with the terms thereof. The Loan is secured by certain accounts receivable and other assets of the Target Company and certain of its affiliates. The Credit Agreement also contains certain covenants that prohibit the Target Company from incurring additional indebtedness, incurring liens or making any dispositions of its property.

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Fixed Assets	9 Months Ended Sep. 30, 2021

Property, Plant and Equipment [Abstract]

FIXED ASSETS

NOTE 5 – FIXED ASSETS

The Company's fixed assets include the following on September 30, 2021:

	Cost Basis	Accumulated Depreciation	Net
Computers	$ 312,489	$ (48,798)	$ 263,691
Lab Equipment	2,134,809	(232,590)	1,902,219
Office Furniture	83,345	(2,625)	80,720
Other Fixed Assets	8,605	(146)	8,459
Total Fixed Assets	$2,539,248	$ (284,159)	$2,255,089

The Company's fixed assets include the following on December 31, 2020:

	Cost Basis	Accumulated Depreciation	Net
Computers	$ 54,579	$ (3,079)	$ 51,500
Lab Equipment	750,658	(14,350)	736,308
Office Furniture	10,407	(312)	10,095
Other Fixed Assets	1,048	(32)	1,016
Total Fixed Assets	$816,692	$ (17,773)	$798,919

Depreciation expense was $99,857 for the three months ended September 30, 2021 and $2,796 for the three months ended for September 30, 2020. Depreciation expense was $266,385 for the nine months ended September 30, 2021 and $2,796 for the nine months ended for September 30, 2020. None of the Company's fixed assets serve as collateral against any loans as of September 30, 2021 and December 31, 2020, other than those subject to the financed asset liability.

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Intangible Assets	9 Months Ended Sep. 30, 2021
Goodwill and Intangible Assets Disclosure [Abstract]	
INTANGIBLE ASSETS	

NOTE 6 – INTANGIBLE ASSETS

The Company's intangible assets include the following on September 30, 2021:

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$321,000	$ (80,030)	$240,970
Total Intangible Assets	$321,000	(80,030)	$240,970

The Company's intangible assets include the following on December 31, 2020:

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$321,000	$ -	$321,000
Total Intangible Assets	$321,000	-	$321,000

Amortization expense was $26,970 for the three months ended September 30, 2021 and zero for the three months ended for September 30, 2020. Amortization expense was $80,030 for the nine months ended September 30, 2021 and zero for the nine months ended for September 30, 2020. None of the Company's intangible assets serve as collateral against any loans as of September 30, 2021 and December 31, 2020.

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Related Party Transactions	9 Months Ended Sep. 30, 2021
Related Party Transactions [Abstract]	
RELATED PARTY TRANSACTIONS	**NOTE 7 – RELATED PARTY TRANSACTIONS** On February 24, 2021, the Company granted 225,000 shares of restricted stock pursuant to the Company's 2017 Equity Incentive Plan to the Company's Chief Executive Officer. The Company recognized $747,000 in stock-based compensation for the issuance of these shares. The grant vests in equal annual installments over the course of (3) three years, beginning on March 31, 2021. On February 24, 2021, the Company granted 110,000 shares of restricted stock pursuant to the Company's 2017 Equity Incentive Plan to the Company's current President and former Chief Financial Officer. The Company recognized $365,200 in stock-based compensation for the issuance of these shares. The grant vests in equal annual installments over the course of (3) three years, beginning on March 31, 2021. On June 4, 2021, the Company granted 75,000 shares of restricted stock pursuant to the Company's 2021 Equity Incentive Plan to the Company's Chief Executive Officer. The Company recognized $191,250 in stock-based compensation for the issuance of these shares. On June 4, 2021, the Company granted 55,000 shares of restricted stock pursuant to the Company's 2021 Equity Incentive Plan to the Company's current President and former Chief Financial Officer. The Company recognized $140,250 in stock-based compensation for the issuance of these shares. On August 5, 2021, the Company granted 225,000 shares of Restricted Stock Units pursuant to the Company's 2021 Equity Incentive Plan to officers and board members of the Company. 5,000 of these shares vested during the quarter, the remaining 220,000 shares are unvested as of September 30, 2021. The Company recognized $46,264 in stock-based compensation for the issuance of these vested and unvested shares during the three months ended September 30, 2021.

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Agreements	9 Months Ended Sep. 30, 2021
Financing Agreement [Abstract]	
FINANCING AGREEMENT	**NOTE 8 – FINANCING AGREEMENT** In February 2021, the Company entered into an additional 24-month financing agreement for lab equipment. The aggregate cost of this financing agreement, net of a $200,000 down payment is $892,094, of which $821,861 represents principal and $70,233 represents interest. The financing agreement has an interest rate of 8% per year.

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Convertible Note Payable	9 Months Ended Sep. 30, 2021
Debt Disclosure [Abstract]	
CONVERTIBLE NOTE PAYABLE	**NOTE 9 – CONVERTIBLE NOTE PAYABLE** On January 25, 2021, the Company entered into a Securities Purchase Agreement with an institutional accredited investor (the “Investor”) for the offering, sale, and issuance of a $6,000,000 Senior Convertible Promissory Note (the “January 2021 Securities Purchase Agreement, or the Convertible Note”). The Convertible Note had a twenty-four-month term and was convertible at the option of the Investor at any time prior to maturity in shares of common stock at an initial conversion price of $4.00 per share. Pursuant to the January 2021 Securities Purchase Agreement, the Company also issued a warrant to the Investor to purchase up to 800,000 shares of the Company’s common stock. The warrant is immediately exercisable for a period of three (3) years at an exercise price of $4.00 per share, subject to adjustment. An additional 75,000 warrants to purchase shares of the Company’s common stock was also issued to the underwriters. These underwriter warrants are immediately exercisable for a period of five (5) years at an exercise price of $4.00 per share, subject to adjustment. The Convertible Note had an original issuance discount of $1,000,000. The Company also recognized an additional discount of $526,460 from the issuance costs of the debt, $1,322,840 from the relative fair value of the warrants issued to the Investor, and $231,316 from the fair value of warrants issued to the underwriters. The total debt discount from these items was $3,080,616 which would have been amortized over the life of the Convertible Note. Repayment of the Convertible Note’s principal amount would occur in nineteen monthly cash or common stock payments beginning in July 2021. The Convertible Note could have been prepaid by the Company at any time without penalty at 105% of the then outstanding principal amount due under the Convertible Note. On August 25, 2021, commensurate with the offering of securities described in Note One, the exercise price of the warrants was reset based on the sale of securities at a lesser price than the original strike price of the warrants. The reset provision was partially waived at the time and formally waived based on the defeasance and waiver agreement on August 30, 2021, described below. The reset provision resulted in a warrant reset adjustment for $102,267 and recorded as an increase to accumulated deficit and an increase to additional paid-in-capital. On August 30, 2021, the Company entered into a defeasance and waiver agreement with the holder (the “Noteholder”) of the Convertible Note pursuant to which the Noteholder has agreed in exchange for (a) a cash payment by the Company to the Convertible Noteholder of $1.2 million, (b) a waiver, in part, of the conversion price adjustment provision such that the January 2021 Note shall be convertible into 4,802,497 shares of common stock (without giving effect to the conversion notices received by the Company from the Noteholder prior to the date hereof totaling 1,005,748 shares) and (c) a voluntary and permanent reduction by the Company of the exercise price of the warrant to purchase 800,000 shares of common stock of the Company to $2.53 per share. As a result of the modification of the debt terms, the Company determined that an extinguishment of the debt occurred and recorded a loss on extinguishment of the debt in the amount of $2,500,970 for the three and nine months ended September 30, 2021.

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Leases	9 Months Ended Sep. 30, 2021

Leases [Abstract]

LEASES

NOTE 10 – LEASES

Our lease agreements generally do not provide an implicit borrowing rate; therefore, an internal incremental borrowing rate is determined based on information available at lease commencement date for purposes of determining the present value of lease payments. We used the incremental borrowing rate on September 30, 2021 and December 31, 2020 for all leases that commenced prior to that date. In determining this rate, which is used to determine the present value of future lease payments, we estimate the rate of interest we would pay on a collateralized basis, with similar payment terms as the lease and in a similar economic environment.

Lease Costs

	Nine Months Ended September 30, 2021	Nine Months Ended September 30, 2020
Components of total lease costs:		
Operating lease expense	$ 515,956	$ 46,698
Total lease costs	$ 515,956	$ 46,698

Lease Positions as of September 30, 2021

ROU lease assets and lease liabilities for our operating leases are recorded on the balance sheet as follows:

	September 30, 2021	December 31, 2020
Assets		
Right of use asset – short term	$ -	$ 384,685
Right of use asset – long term	3,967,338	871,136
Total right of use asset	$ 3,967,338	$ 1,255,821
Liabilities		
Operating lease liabilities – short term	$ 1,019,613	$ 391,221
Operating lease liabilities – long term	2,766,785	858,064
Total lease liability	$ 3,786,398	$ 1,249,285

Lease Terms and Discount Rate

Weighted average remaining lease term (in years) – operating leases	2.92
Weighted average discount rate – operating leases	8.00%

On May 4, 2021, the Company entered a triple net lease (the "Richmond Lease") for approximately 25,000 square feet of laboratory and office space in Richmond, Virginia. The Richmond Lease has a term of sixty-three months. The monthly base rent is approximately $53,000, plus applicable pro-rata common area charges, taxes, and maintenance. The Richmond Lease contains a base rent escalation clause of 3% per lease calendar year as well as a tenant improvement allowance of $375,000 in aggregate.

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Stockholders' Equity	9 Months Ended Sep. 30, 2021
Stockholders' Equity Note [Abstract]	
STOCKHOLDERS' EQUITY	**NOTE 11 – STOCKHOLDERS' EQUITY**

Common Stock

On May 24, 2021, the Company increased the number of authorized shares of the Company's common stock, par value $0.001 per share, from 27,000,000 to 100,000,000 (the "Authorized Shares Increase") by filing a Certificate of Amendment (the "Certificate of Amendment") to its Amended and Restated Certificate of Incorporation with the Secretary of State of the State of Delaware. In accordance with the General Corporation Law of the State of Delaware, the Authorized Shares Increase and the Certificate of Amendment were approved by the stockholders of the Company at the Company's Annual Meeting of Stockholders on May 19, 2021.

During the nine months ended September 30, 2021, the Company issued 88,934 shares of common stock and recognized expense of $238,264 in stock-based compensation for consulting services. The Company also issued 1,163,556 shares of common stock upon the exercise of warrants and received $3,718,956 in cash proceeds. The Company granted 465,000 shares of restricted common stock for employee compensation and recognized expense of $1,443,700 in stock-based compensation. The Company also granted 1,445,400 Restricted Stock Units, of which 16,000 vested and resulted in the issuance of shares, as a result, the Company recognized expense of $674,265 in stock-based compensation (See Note 7) The Company issued 4,802,497 shares of common stock for the conversion of a convertible note. (See Note 9) The Company issued 4,583,334 shares of common stock as part of the August 2021 Offering. The stock-based compensation for shares issued or RSU's granted during the period, were valued based on the fair market value on the date of grant.

During the nine months ended September 30, 2020, the Company issued 330,916 shares of common stock and recognized expense of $1,312,930 in stock compensation for consulting services. The Company also issued 3,740,753 shares of commons stock for the exercise of warrants and received $210,546 for the exercise of the warrants. The Company issued 1,250,000 shares of common stock for the exercise of 1,250,000 shares of Series A Preferred Stock. The Company issued 146,818 shares of common stock for the settlement of accounts payable and issued 62,500 shares of common stock for the settlement of debt. The Company issued 1,226,668 shares of common stock related to the IPO and issued 1,150,000 shares of common stock related to the September 2020 Offering. The stock compensation for the period was valued based on prior private placements or based on management's estimates of value immediately prior to the IPO and the value of the shares based on public information post IPO.

Preferred Stock

The Company is authorized to issue 3,000,000 shares of preferred stock, par value $0.001 per share. There were no shares of preferred stock outstanding as of September 30, 2021 and December 31, 2020, respectively.

Stock-Based Compensation

In October 2017, our Board of Directors adopted the Aditx Therapeutics, Inc. 2017 Equity Incentive Plan (the "2017 Plan"). The 2017 Plan provides for the grant of equity awards to directors, employees, and consultants. The Company is authorized to issue up to 2,500,000 shares of our common stock pursuant to awards granted under the 2017 Plan. The 2017 Plan is administered by our Board of Directors, and expires ten years after adoption, unless terminated earlier by the Board of Directors.

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On February 24, 2021, our Board of Directors adopted the Aditx Therapeutics, Inc. 2021 Omnibus Equity Incentive Plan (the "2021 Plan"). The 2021 Plan provides for grants of nonqualified stock options, incentive stock options, stock appreciation rights, restricted stock and restricted stock units, and other stock-based awards (collectively, the "Awards"). Eligible recipients of Awards include employees, directors or independent contractors of the Company or any affiliate of the Company. The Compensation Committee of the Board of Directors (the "Committee") will administer the 2021 Plan. A total of 3,000,000 shares of common stock, par value $0.001 per share, of the Company may be issued pursuant to Awards granted under the 2021 Plan. The exercise price per share for the shares to be issued pursuant to an exercise of a stock option will be no less than one hundred percent (100%) of the Fair Market Value (as defined in the 2021 Plan) of a share of Common Stock on the date of grant. The 2021 Plan was submitted and approved by the Company's stockholders at the 2021 annual meeting of stockholders, held on May 19, 2021.

During the nine months ended September 30, 2021, the Company granted no new stock options.

During the nine months ended September 30, 2020, the Company granted 7,500 stock options with an exercise price of $11.00 per share vesting on issuance. The total grant date fair value was determined to be $27,799.

The following is an analysis of the stock option grant activity under the Plan:

Vested and Nonvested Stock Options	**Number**	**Weighted Average Exercise Price**	**Weighted Average Remaining Life**
Outstanding December 31, 2020	2,143,000	$ 3.18	7.81
Granted	-	-	-
Exercised	-	-	-
Expired or forfeited	-	-	-
Outstanding September 30, 2021	2,143,000	$ 3.18	7.06

Nonvested Stock Options	**Number**	**Weighted-Average Exercise Price**
Nonvested on December 31, 2020	973,000	$ 2.28
Granted	-	-
Vested	(129,250)	3.49
Expired or forfeited	-	-
Nonvested on September 30, 2021	843,750	$ 2.09

The Company recognized stock-based compensation expense related to options issued and vesting of $616,781 during the nine months ended September 30, 2021, of which $556,817 is included in general and administrative expenses and $59,964 is included in research and development expenses in the accompanying statements of operations. The remaining value to be expensed is $1,164,704 with a weighted average vesting term of 1.12 years as of September 30, 2021. The Company recognized stock-based compensation expense related to options issued and vesting of $27,799 during the nine months ended September 30, 2020, which is included in general and administrative expenses in the accompanying statements of operations.

Warrants

For the nine months ended September 30, 2021, the fair value of each warrant granted was estimated using the assumption ranges and/or factors in the Black-Scholes Model as follows:

Exercise price	$ 4.00
Expected dividend yield	0%

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Risk free interest rate	0.17%-0.42%
Expected life in years	3.00-5.00
Expected volatility	154%-159%

The risk-free interest rate assumption for warrants granted is based upon observed interest rates on the United States Government Bond Equivalent Yield appropriate for the expected term of warrants.

The Company determined the expected volatility assumption for warrants granted using the historical volatility of comparable public companies' common stock. The Company will continue to monitor peer companies and other relevant factors used to measure expected volatility for future warrant grants, until such time that the Company's common stock has enough market history to use historical volatility.

The dividend yield assumption for warrants granted is based on the Company's history and expectation of dividend payouts. The Company has never declared nor paid any cash dividends on its common stock, and the Company does not anticipate paying any cash dividends in the foreseeable future.

The Company recognizes warrant forfeitures as they occur as there is insufficient historical data to accurately determine future forfeitures rates.

A summary of warrant issuances are as follows:

Vested and Nonvested Warrants	Number	Weighted Average Exercise Price	Weighted Average Remaining Life
Outstanding December 31, 2020	5,799,146	$ 5.05	4.00
Granted	5,687,500	2.57	-
Exercised	(1,163,556)	3.21	-
Expired or forfeited	(59,126)	5.56	-
Outstanding September 30, 2021	10,263,964	$ 3.17	4.54

Nonvested Warrants	Number	Weighted-Average Exercise Price
Nonvested on December 31, 2020	320,000	$ 3.69
Granted	5,687,500	2.57
Vested	(1,304,166)	3.18
Expired or forfeited	-	-
Nonvested on September 30, 2021	4,703,334	$ 2.51

The Company recognized stock-based compensation expense related to warrants issued and vesting of $163,637 and $223,398 during the nine months ended September 30, 2021 and September 30, 2020, respectively, which is included in general and administrative in the accompanying Statements of Operations. The remaining value to be expensed is $131,311 with a weighted average vesting term of 1.25 years as of September 30, 2021.

During the nine months ended September 30, 2021, 1,163,556 warrants were exercised for 1,163,556 shares of common stock. The Company recognized proceeds of $3,718,956 related to the exercises.

On January 25, 2021, pursuant to the January 2021 Securities Purchase Agreement the Company issued the January 2021 Warrant to the Investor to purchase up to 800,000 shares of the Company's common stock. The January 2021 Warrant is immediately exercisable for a period of three years at

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an exercise price of $4.00 per share. The warrant was subsequently adjusted to $2.53 as disclosed in Note 9. In addition, the Company issued 75,000 warrants to the placement agent related to the January 2021 Securities Purchase Agreement. These warrants have an exercise price of $4.00 and a term of five years. All the 75,000 warrants are exercisable on issuance. (See Note 8)

In connection with the August 2021 Offering, the Company issued warrants to purchase up to 4,583,334 shares. In addition, the Company issued a warrant to the placement agent to purchase up to 229,166 shares of common stock at an exercise price of $3.00 per share. (See Note 1)

Restricted Stock Units

A summary of Restricted Stock Units ("RSUs") issuances are as follows:

Nonvested RSUs	Number	Weighted Average Price
Outstanding December 31, 2020	-	$ -
Granted	1,445,400	2.11
Vested	(16,000)	2.12
Expired or forfeited	(600)	2.12
Outstanding September 30, 2021	1,428,800	$ 2.10

The Company recognized stock-based compensation expense related to RSUs issued and straight-line vesting expense of $674,265 and zero during the nine months ended September 30, 2021 and September 30, 2020, respectively, of which, $485,240 is included in general and administrative and $189,025 is included in research and development in the accompanying Statements of Operations. The remaining value to be expensed is $2,367,211 as of September 30, 2021.

During the nine months ended September 30, 2021, the Company issued a total of 1,445,400 RSUs. As of September 30, 2021, 16,000 of these RSUs have vested and 600 were forfeited. The Company issued 16,000 shares of common stock for the 16,000 vested RSUs.

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Income Taxes	9 Months Ended Sep. 30, 2021
Income Tax Disclosure [Abstract]	
INCOME TAXES	**NOTE 12 – INCOME TAXES** The Company has incurred losses since inception. During the nine months ended September 30, 2021, the Company did not provide any provision for income taxes as the Company incurred losses during such period. The Company accounts for income taxes using the asset and liability method in accordance with ASC 740, “Accounting for Income Taxes”. The asset and liability method provides that deferred tax assets and liabilities are recognized for the expected future tax consequences of temporary differences between the financial reporting and tax bases of assets and liabilities and for operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using the currently enacted tax rates and laws that will be in effect when the differences are expected to reverse. In assessing the need for a valuation allowance, the Company has considered both positive and negative evidence related to the likelihood of realization of deferred tax assets using a “more likely than not” standard. In making such assessment, more weight was given to evidence that could be objectively verified, including recent cumulative losses. Based on the Company’s review of this evidence, the Company has recorded a full valuation allowance for its net deferred tax assets as of September 30, 2021. As of September 30, 2021, the Company did not have any amounts recorded pertaining to uncertain tax positions.

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Subsequent Events	9 Months Ended Sep. 30, 2021
Subsequent Events [Abstract]	
SUBSEQUENT EVENTS	

NOTE 13 – SUBSEQUENT EVENTS

Transaction agreement:

On October 4, 2021 the Company entered into a transaction agreement (the "Transaction Agreement") with AiPharma Global Holdings LLC ("AiPharma Global"), pursuant to which the Company agreed to reach a definitive agreement (the "Definitive Agreement") no later than November 30, 2021 to acquire a subsidiary ("AiPharma Subsidiary" or Holdco") of AiPharma Global which is to own all of the assets of AiPharma Global, following a restructuring of AiPharma Global. AiPharma Global is a biopharmaceutical company focused on discovering, developing and commercializing antiviral therapies across a broad spectrum of infectious diseases.

Pursuant to the Transaction Agreement, the Company also agreed to permit AiPharma Global to borrow an additional principal amount of $8.5 million under the Credit Agreement resulting in total availability of $15 million, as well as the Company issuing such number of shares of common stock that yields 65% of the number of the Company's outstanding shares as of September 30, 2021 upon satisfaction of all closing conditions at the closing of the transaction.

The Transaction Agreement contemplates two events. First, upon the execution of the Definitive Agreement (the "Initial Closing"), AiPharma Global would acquire 19.99% of the Company's common stock as of September 30, 2021, subject to the filing of the Company's Quarterly Report on Form 10-Q (the "Initial Shares"), in exchange for 10% of the issued and outstanding equity interests of AiPharma Subsidiary. In addition, the Company would forgive all amounts then outstanding under the Credit Agreement, as amended. Following the execution of the Definitive Agreement, the Company has also agreed to take all necessary actions to cause two individuals designated by AiPharma Global to be appointed to the board of directors of the Company.

The Transaction Agreement may be terminated: (i) by mutual agreement of the parties, (ii) by either party if the Definitive Agreement has not be executed by November 30, 2021, (iii) by either party if there has been material breach or any material failure to perform any covenant or agreement and such breach or failure has not been cured or is incapable of being cured, (iv) by the Company if the Company is not satisfied with the currant due diligence conditions, (v) by the board of directors of the Company if it received a proposal that it deems to be superior to the AiPharma Global proposal described in the Transaction Agreement, (vi) by AiPharma Global if the Company breaches certain convents under the Transaction Agreement restricting issuance of securities during the period from execution of the Transaction Agreement through the Initial Closing, or termination of the Transaction Agreement, or (vii) if at any time period to the Initial Closing or earlier termination of the Transaction Agreement, the Initial Shares and Secondary Shares (defined below) represent less than 50.1% of the issued and outstanding shares of the Company. In the event that the Transaction Agreement is terminated pursuant to (i) or (ii), AiPharma Global is required to pay the Termination Fee to the Company by November 30, 2021. The Credit Agreement provided for a termination fee of $4 million (the "Termination Fee") in the event that the Definitive agreement is not entered into by November 30, 2021. In the event that the Transaction Agreement is terminated by the Company pursuant to (iii) or (iv), AiPharma Global is required to pay the Termination Fee to the Company of $4 million and AiPharma Global is not required to pay the Termination Fee. In the event that the Transaction Agreement is terminated by AiPharma Global pursuant to (vii) the Company is not required to pay a termination fee and AiPharma Global is not required to pay the Termination Fee.

The Secondary Closing (as defined below) is conditioned upon certain closing conditions, including but not limited to: (i) the approvals of the stockholders of the Company of all matters required for the Secondary Closing, and (ii) Nasdaq approval of the issuance of shares to AiPharma

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Global at the Secondary Closing and the continued listing of the Company's common stock following the Secondary Closing (collectively, the Closing Conditions").

The second event under the Transaction agreement occurs upon the satisfaction of all Closing Conditions (the "Secondary Closing") the Company shall issue an additional number of shares of the Company's common stock that yields 65.00% of the Company's outstanding shares of common stock as of September 30, 2021 (the "Secondary Shares") to AiPharma Global in exchange for all remaining equity interest of AiPharma Subsidiary.

Common stock offering:

On October 18, 2021, the Company entered into an underwriting agreement (the "Underwriting Agreement") with Revere Securities LLC, relating to the public offering (the "October Offering") of 2,833,333 shares of the Company's common stock (the "Shares") by the Company.

The Shares were offered, issued, and sold at a price to the public of $1.50 per share under a prospectus supplement and accompanying prospectus filed with the SEC pursuant to an effective shelf registration statement filed with the SEC on Form S-3 (File No. 333-257645), which was declared effective by the SEC on July 13, 2021.

The October Offering closed on October 20, 2021 for gross proceeds of $4.25 million. The Company utilized a portion of the proceeds, net of underwriting discounts of approximately $3.91 million from the October Offering to fund certain obligations under the Credit Agreement.

Amendment to Credit Agreement:

On October 18, 2021, the Company entered into the first amendment to the Credit Agreement with AiPharma Global and certain affiliated entities (the "Credit Agreement Amendment"), pursuant to which the Company agreed to increase the amount which AiPharma is permitted to borrow under the Credit Agreement by $8.5 million to an aggregate of $15.0 million, of which $6.5 million was outstanding prior to entering the Credit Agreement Amendment. The Company agreed to fund such additional borrowings, as requested by AiPharma, by advancing 70% of any amounts received by the Company from the exercise of existing warrants or any other capital raises, including the October Offering.

Lease:

On November 3, 2021, the Company entered a modified gross lease (the "Melville Lease") for approximately 3,150 square feet of office space in Melville, New York. The Melville Lease has a term of thirty-six months. The monthly base rent is approximately $7,240, plus applicable pro-rata common area charges. The Melville Lease contains a base rent escalation clause of 3.00% per lease calendar year. The Company anticipates moving into the space before the end of 2021.

RSU grant:

On November 10, 2021, the Compensation Committee approved the grant of 335,400 RSUs to employees pursuant to the Company's 2021 Equity Incentive Plan. Included in this grant were 195,000 RSUs granted to officers of the Company.

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Accounting Policies, by Policy (Policies)	9 Months Ended Sep. 30, 2021
Accounting Policies [Abstract]	
Basis of Presentation	***Basis of Presentation*** The accompanying unaudited financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and the rules and regulations of the Securities and Exchange Commission ("SEC"). In the opinion of the Company's management, the accompanying financial statements reflect all adjustments, consisting of normal, recurring adjustments, considered necessary for a fair presentation of the results for the interim periods ended September 30, 2021 and September 30, 2020. Although management believes that the disclosures in these unaudited financial statements are adequate to make the information presented not misleading, certain information and footnote disclosures normally included in financial statements that have been prepared in accordance U.S. GAAP have been omitted pursuant to the rules and regulations of the SEC. The accompanying unaudited financial statements should be read in conjunction with the Company's financial statements and notes related thereto included in the Company's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on March 25, 2021. The interim results for the nine months ended September 30, 2021 are not necessarily indicative of the results to be expected for the year ended December 31, 2021 or for any future interim periods.
Use of Estimates	***Use of Estimates*** The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expense during the reporting period. Actual results could differ from those estimates. Significant estimates underlying the financial statements include the fair value of stock options and warrants.
Fair Value Measurements and Fair Value of Financial Instruments	***Fair Value Measurements and Fair Value of Financial Instruments*** The Company adopted Financial Accounting Standards Board ("FASB") Accounting Standards Codification ("ASC") Topic 820, Fair Value Measurements. ASC Topic 820 clarifies the definition of fair value, prescribes methods for measuring fair value, and establishes a fair value hierarchy to classify the inputs used in measuring fair value as follows: Level 1 - Inputs are unadjusted quoted prices in active markets for identical assets or liabilities available at the measurement date. Level 2 - Inputs are unadjusted quoted prices for similar assets and liabilities in active markets, quoted prices for identical or similar assets and liabilities in markets that are not active, inputs other than quoted prices that are observable, and inputs derived from or corroborated by observable market data. Level 3 - Inputs are unobservable inputs which reflect the reporting entity's own assumptions on what assumptions the market participants would use in pricing the asset or liability based on the best available information. The Company did not identify any assets or liabilities that are required to be presented on the balance sheets at fair value in accordance with ASC Topic 820.

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Due to the short-term nature of all financial assets and liabilities, their carrying value approximates their fair value as of the balance sheet dates.

Concentrations of Credit Risk

Concentrations of Credit Risk

The Company maintains its cash accounts at financial institutions which are insured by the Federal Deposit Insurance Corporation. At times, the Company may have deposits in excess of federally insured limits.

Cash and Cash Equivalents

Cash and Cash Equivalents

Cash and cash equivalents include short-term, liquid investments.

Fixed Assets

Fixed Assets

Fixed assets are stated at cost less accumulated depreciation. Cost includes expenditures for furniture, office equipment, laboratory equipment, and other assets. Maintenance and repairs are charged to expense as incurred. When assets are sold, retired, or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts and any resulting gain or loss is reflected in operations. The costs of fixed assets are depreciated using the straight-line method over the estimated useful lives or lease life of the related assets.

Intangible Assets

Intangible Assets

Intangible assets are stated at cost less accumulated amortization. For intangible assets that have finite lives, the assets are amortized using the straight-line method over the estimated useful lives of the related assets. For intangible assets with indefinite lives, the assets are tested periodically for impairment.

Offering Costs

Offering Costs

The Company accounts for offering costs in accordance with ASC 340, Other Assets and Deferred Costs. Prior to the completion of an offering, offering costs were capitalized as deferred offering costs on the balance sheet. The deferred offering costs are netted against the proceeds of the offering in stockholders' equity (deficit) or the related debt, as applicable. Costs related to unsuccessful offerings are expensed.

Leases

Leases

Under Topic 842, adopted in 2020 with no impact related to adoption, operating lease expense is generally recognized evenly over the term of the lease. The Company has operating leases consisting of office space, laboratory space, and lab equipment.

Leases with an initial term of twelve months or less are not recorded on the balance sheet. For lease agreements entered or reassessed after the adoption of Topic 842, we combine the lease and non-lease components in determining the lease liabilities and right of use ("ROU") assets.

Stock-Based Compensation

Stock-Based Compensation

The Company accounts for stock-based compensation costs under the provisions of ASC 718, Compensation—Stock Compensation, which requires the measurement and recognition of compensation expense related to the fair value of stock-based compensation awards that are ultimately expected to vest. Stock based compensation expense recognized includes the compensation cost for all stock-based payments granted to employees, officers, and directors based on the grant date fair value estimated in accordance with the provisions of ASC 718. ASC 718 is also applied to awards modified, repurchased, or cancelled during the periods reported. Stock-based compensation is recognized as expense over the employee's requisite vesting period and over the nonemployee's period of providing goods or services.

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Patents

Patents

The Company incurs fees from patent licenses, which are expensed as incurred. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred patent licensing fees for the patents of $76,245 and $258,635, respectively.

Research and Development

Research and Development

We incur research and development costs during the process of researching and developing our technologies and future offerings. We expense these costs as incurred unless such costs qualify for capitalization under applicable guidance. During the nine months ended September 30, 2021 and September 30, 2020, the Company incurred research and development costs of $3,340,247 and $514,478, respectively.

Basic and Diluted Net Loss per Common Share

Basic and Diluted Net Loss per Common Share

Basic loss per common share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding for each period. Diluted loss per share is computed by dividing the net loss by the weighted average number of shares of common stock outstanding plus the dilutive effect of shares issuable through the common stock equivalents. The weighted-average number of common shares outstanding excludes common stock equivalents because their inclusion would be anti-dilutive. As of September 30, 2021, 2,143,000 stock options, 1,428,800 restricted stock units, and 10,263,964 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive. As of September 30, 2020, 1,110,000 stock options and 6,237,296 warrants were excluded from dilutive earnings per share as their effects were anti-dilutive.

Recent Accounting Pronouncements

Recent Accounting Pronouncements

In August 2020, the FASB issued ASU 2020-06, which simplifies the guidance on the issuer's accounting for convertible debt instruments by removing the separation models for convertible debt with a cash conversion feature and convertible instruments with a beneficial conversion feature. As a result, entities will not separately present in equity an embedded conversion feature in such debt and will account for a convertible debt instrument wholly as debt, unless certain other conditions are met. The elimination of these models will reduce reported interest expense and increase reported net income for entities that have issued a convertible instrument that is within the scope of ASU 2020-06. ASU 2020-06 is applicable for fiscal years beginning after December 15, 2021, with early adoption permitted no earlier than fiscal years beginning after December 15, 2020. The Company has elected to early adopt this ASU and the adoption of this ASU did not have a material impact on the Company's consolidated financial statements and related disclosures.

The FASB issues ASUs to amend the authoritative literature in ASC. There have been several ASUs to date, including those above, that amend the original text of ASC. Management believes that those issued to date either (i) provide supplemental guidance, (ii) are technical corrections, (iii) are not applicable to us or (iv) are not expected to have a significant impact on our financial statements.

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Fixed Assets (Tables)

	9 Months Ended
	Sep. 30, 2021

Property, Plant and Equipment [Abstract]

Schedule of fixed assets

	Cost Basis	Accumulated Depreciation	Net
Computers	$ 312,489	$ (48,798)	$ 263,691
Lab Equipment	2,134,809	(232,590)	1,902,219
Office Furniture	83,345	(2,625)	80,720
Other Fixed Assets	8,605	(146)	8,459
Total Fixed Assets	$2,539,248	$ (284,159)	$2,255,089

	Cost Basis	Accumulated Depreciation	Net
Computers	$ 54,579	$ (3,079)	$ 51,500
Lab Equipment	750,658	(14,350)	736,308
Office Furniture	10,407	(312)	10,095
Other Fixed Assets	1,048	(32)	1,016
Total Fixed Assets	$816,692	$ (17,773)	$798,919

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Intangible Assets (Tables)	9 Months Ended Sep. 30, 2021
Goodwill and Intangible Assets Disclosure [Abstract]	
Schedule of intangible assets	

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$321,000	$ (80,030)	$240,970
Total Intangible Assets	$321,000	(80,030)	$240,970

	Cost Basis	Accumulated Amortization	Net
Proprietary Technology	$321,000	$ -	$321,000
Total Intangible Assets	$321,000	-	$321,000

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Leases (Tables)	9 Months Ended Sep. 30, 2021

Disclosure Text Block [Abstract]

Schedule of lease costs

	Nine Months Ended September 30, 2021	Nine Months Ended September 30, 2020
Components of total lease costs:		
Operating lease expense	$ 515,956	$ 46,698
Total lease costs	$ 515,956	$ 46,698

Schedule of ROU lease assets and lease liabilities for our operating leases

	September 30, 2021	December 31, 2020
Assets		
Right of use asset – short term	$ -	$ 384,685
Right of use asset – long term	3,967,338	871,136
Total right of use asset	$ 3,967,338	$ 1,255,821
Liabilities		
Operating lease liabilities – short term	$ 1,019,613	$ 391,221
Operating lease liabilities – long term	2,766,785	858,064
Total lease liability	$ 3,786,398	$ 1,249,285

Schedule of lease terms and discount rate

Weighted average remaining lease term (in years) – operating leases	2.92
Weighted average discount rate – operating leases	8.00%

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Stockholders’ Equity (Tables)	9 Months Ended Sep. 30, 2021

Stockholders' Equity Note [Abstract]

Schedule of analysis of the stock option grant activity under the plan

Vested and Nonvested Stock Options	Number	Weighted Average Exercise Price	Weighted Average Remaining Life
Outstanding December 31, 2020	2,143,000	$ 3.18	7.81
Granted	-	-	-
Exercised	-	-	-
Expired or forfeited	-	-	-
Outstanding September 30, 2021	2,143,000	$ 3.18	7.06

Vested and Nonvested Warrants	Number	Weighted Average Exercise Price	Weighted Average Remaining Life
Outstanding December 31, 2020	5,799,146	$ 5.05	4.00
Granted	5,687,500	2.57	-
Exercised	(1,163,556)	3.21	-
Expired or forfeited	(59,126)	5.56	-
Outstanding September 30, 2021	10,263,964	$ 3.17	4.54

Nonvested RSUs	Number	Weighted Average Price
Outstanding December 31, 2020	-	$ -
Granted	1,445,400	2.11
Vested	(16,000)	2.12
Expired or forfeited	(600)	2.12
Outstanding September 30, 2021	1,428,800	$ 2.10

Schedule of nonvested option

Nonvested Stock Options	Number	Weighted-Average Exercise Price
Nonvested on December 31, 2020	973,000	$ 2.28
Granted	-	-
Vested	(129,250)	3.49
Expired or forfeited	-	-
Nonvested on September 30, 2021	843,750	$ 2.09

Nonvested Warrants	Number	Weighted-Average Exercise Price

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Nonvested on December 31, 2020	320,000	$	3.69
Granted	5,687,500		2.57
Vested	(1,304,166)		3.18
Expired or forfeited	-		-
Nonvested on September 30, 2021	4,703,334	$	2.51

Schedule of stock option granted was estimated using the Black-Scholes assumption

Exercise price	$	4.00
Expected dividend yield		0%
Risk free interest rate		0.17%-0.42%
Expected life in years		3.00-5.00
Expected volatility		154%-159%

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Organization and Nature of Business (Details) - USD ($)	Sep. 10, 2020	Jul. 02, 2020	1 Months Ended Aug. 31, 2021	Aug. 19, 2020
Organization and Nature of Business (Details) [Line Items]				
Company issued (in Shares)	2,400,000		4,583,334	
Offering price per unit	$ 4			
Gross proceeds (in Dollars)	$ 9,600,000		$ 11,000,000	
Warrant exercise price	$ 5		$ 2.53	
Exercise price term			5 years	
Exercise price (in Dollars)			$ 3	
Purchase of equity shares (in Shares)		67,466		
Purchase of common stock (in Shares)	60,000		229,166	
Purchase price per share			$ 2.4	
Issued warrants to purchase of shares (in Shares)			4,583,334	
IPO [Member]				
Organization and Nature of Business (Details) [Line Items]				
Company issued (in Shares)		1,226,668		
Offering price per unit		$ 9		
Gross proceeds (in Dollars)		$ 11,000,000		
Over-Allotment Option [Member]				
Organization and Nature of Business (Details) [Line Items]				
Exercise price (in Dollars)		$ 11.25		
Series A [Member]				
Organization and Nature of Business (Details) [Line Items]				
Warrant exercise price		$ 9		
Exercise price term		5 years		
Common stock voting rights percentage	4.99%			
Series A [Member] | Maximum [Member]				
Organization and Nature of Business (Details) [Line Items]				
Warrant exercise price				$ 9
Series A [Member] | Minimum [Member]				
Organization and Nature of Business (Details) [Line Items]				
Exercise price				$4.50
Series A [Member] | IPO [Member]				
Organization and Nature of Business (Details) [Line Items]				
Exercise price term				5 years

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Series B warrant [Member] | IPO [Member]		
Organization and Nature of Business (Details) [Line Items]		
Exercise price (in Dollars)		$ 11.25
Series A-1 warrant [Member]		
Organization and Nature of Business (Details) [Line Items]		
Exercise price (in Dollars)	$ 3.19	
Series A-1 warrant [Member] | IPO [Member]		
Organization and Nature of Business (Details) [Line Items]		
Exercise price term	5 years	
Series B-1 warrant [Member] | IPO [Member]		
Organization and Nature of Business (Details) [Line Items]		
Warrant exercise price	$ 5	
Exercise price term	5 years	

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Going Concern Analysis (Details) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
Going Concerns Disclosure [Abstract]				
Net loss	$ (9,760,729)	$ (2,744,422)	$ (22,318,832)	$ (4,468,102)
Cash	5,469,435		5,469,435	
Future funds	$ 89,000,000		$ 89,000,000	

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Summary of Significant Accounting Policies (Details) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
Accounting Policies [Abstract]				
Licensing fees (in Dollars)			$ 76,245	$ 258,635
Research and development expense (in Dollars)	$ 1,471,544	$ 285,813	$ 3,340,247	$ 514,478
Stock options issued			2,143,000	1,110,000
Restricted stock units			1,428,800	
Dilutive earning shares			10,263,964	6,237,296

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Note Receivable (Details) - USD ($) $ in Millions	1 Months Ended		
	Aug. 25, 2021	Nov. 30, 2021	Aug. 30, 2021
Note Receivable (Details) [Line Items]			
Completion of a proposed	$ 6.5		
Common stock yields percentage	50.00%		
Principal amount			$ 6.5
Subsequent Event [Member]			
Note Receivable (Details) [Line Items]			
Interest rate per annum		8.00%	

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Fixed Assets (Details) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
Property, Plant and Equipment [Abstract]				
Depreciation expense	$ 99,857	$ 2,796	$ 266,385	$ 2,796

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Fixed Assets (Details) - Schedule of fixed assets - USD ($)	Sep. 30, 2021	Dec. 31, 2020
Property, Plant and Equipment [Line Items]		
Cost Basis	$ 2,539,248	$ 816,692
Accumulated Depreciation	(284,159)	(17,773)
Net	2,255,089	798,919
Computers [Member]		
Property, Plant and Equipment [Line Items]		
Cost Basis	312,489	54,579
Accumulated Depreciation	(48,798)	(3,079)
Net	263,691	51,500
Lab Equipment [Member]		
Property, Plant and Equipment [Line Items]		
Cost Basis	2,134,809	750,658
Accumulated Depreciation	(232,590)	(14,350)
Net	1,902,219	736,308
Office Furniture [Member]		
Property, Plant and Equipment [Line Items]		
Cost Basis	83,345	10,407
Accumulated Depreciation	(2,625)	(312)
Net	80,720	10,095
Other Fixed Assets [Member]		
Property, Plant and Equipment [Line Items]		
Cost Basis	8,605	1,048
Accumulated Depreciation	(146)	(32)
Net	$ 8,459	$ 1,016

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Intangible Assets (Details) - USD ($)	3 Months Ended		9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
Goodwill and Intangible Assets Disclosure [Abstract]				
Amortization expense	$ 26,970	$ 0	$ 80,030	$ 0

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Intangible Assets (Details) - Schedule of intangible assets - USD ($)	Sep. 30, 2021	Dec. 31, 2020
Finite-Lived Intangible Assets [Line Items]		
Cost Basis	$ 321,000	$ 321,000
Accumulated Amortization	(80,030)	
Net	240,970	321,000
Proprietary Technology [Member]		
Finite-Lived Intangible Assets [Line Items]		
Cost Basis	321,000	321,000
Accumulated Amortization	(80,030)	
Net	$ 240,970	$ 321,000

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Related Party Transactions (Details) - USD ($)	Aug. 05, 2021	Jun. 04, 2021	1 Months Ended Feb. 24, 2021	3 Months Ended Sep. 30, 2021	9 Months Ended Sep. 30, 2021
Related Party Transactions (Details) [Line Items]					
Restricted stock of shares	225,000				
Restricted stock issued (in Dollars)				$ 46,264	
Vested shares					5,000
Unvested shares					220,000
Chief Executive Officer [Member]					
Related Party Transactions (Details) [Line Items]					
Restricted stock of shares		75,000	225,000		
Restricted stock issued (in Dollars)					$ 747,000
Chief Executive Officer [Member] | 2017 Equity Incentive Plan [Member]					
Related Party Transactions (Details) [Line Items]					
Restricted stock issued (in Dollars)					191,250
Chief Financial Officer [Member]					
Related Party Transactions (Details) [Line Items]					
Restricted stock of shares		55,000	110,000		
Restricted stock issued (in Dollars)					140,250
Chief Financial Officer [Member] | 2017 Equity Incentive Plan [Member]					
Related Party Transactions (Details) [Line Items]					
Restricted stock issued (in Dollars)					$ 365,200

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Agreements (Details)	9 Months Ended Sep. 30, 2021 USD ($)
Financing Agreement [Abstract]	
Finance arrangement cost	$ 200,000
Down payments	892,094
Represents principal	821,861
Represents interest amount	$ 70,233
Interest rate	8.00%

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Convertible Note Payable (Details) - USD ($)			1 Months Ended		3 Months Ended		9 Months Ended	
	Sep. 10, 2020	Aug. 31, 2021	Aug. 30, 2021	Jan. 25, 2021	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020
Convertible Note Payable (Details) [Line Items]								
Conversion price (in Dollars per share)				$ 4				
Warrant to purchase common shares (in Shares)			800,000					
Warrants exercisable period				3 years				
Warrant exercise price (in Dollars per share)				$ 4				
Additional warrants to purchase (in Shares)				75,000				
Warrant exercise price (in Dollars per share)	$ 5	$ 2.53						
Convertible note debt discount				$ 1,000,000				
Additional discount				526,460				
Debt issuance of cost				1,322,840				
Fair value of warrants issued				231,316				
Convertible notes debt discount				$ 3,080,616				
Debt instrument percentage				105.00%				
Reduction to accumulated deficit					$ 102,267		$ 102,267	
Convertible notes payable short term principal			$ 1,200,000					
Shares of common stock (in Shares)			4,802,497					
Conversion of shares (in Shares)			1,005,748					
Common stock price per share (in Dollars per share)			$ 2.53					
Loss on extinguishment of the debt					$ (2,500,970)		$ (2,500,970)	
Warrant [Member]								
Convertible Note Payable (Details) [Line Items]								
Warrants exercisable period				5 years				
Warrant exercise price (in Dollars per share)				$ 4				
Investor [Member]								
Convertible Note Payable (Details) [Line Items]								

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Sale of net issuance cost	$ 6,000,000
Conversion price (in Dollars per share)	$ 4
Warrant to purchase common shares (in Shares)	800,000

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Leases (Details)	May 04, 2021 USD ($) ft²
Disclosure Text Block [Abstract]	
Net lease (in Square Feet) | ft²	25,000
Base rent	$ 53,000
Percentage of base rent	3.00%
Allowance of aggregate lease	$ 375,000

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Leases (Details) - Schedule of lease costs - USD ($)	9 Months Ended	
	Sep. 30, 2021	Sep. 30, 2020
Schedule of lease costs [Abstract]		
Operating lease expense	$ 515,956	$ 46,698
Total lease costs	$ 515,956	$ 46,698

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Leases (Details) - Schedule of ROU lease assets and lease liabilities for our operating leases - USD ($)	Sep. 30, 2021	Dec. 31, 2020
Assets		
Right of use asset – short term		$ 384,685
Right of use asset – long term	3,967,338	871,136
Total right of use asset	3,967,338	1,255,821
Liabilities		
Operating lease liabilities – short term	1,019,613	391,221
Operating lease liabilities – long term	2,766,785	858,064
Total lease liability	$ 3,786,398	$ 1,249,285

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Leases (Details) - Schedule of lease terms and discount rate	Sep. 30, 2021
Schedule of lease terms and discount rate [Abstract]	
Weighted average remaining lease term (in years) – operating leases	2 years 11 months 1 day
Weighted average discount rate – operating leases	8.00%

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Stockholders’ Equity (Details) - USD ($)		1 Months Ended			3 Months Ended		9 Months Ended				
	Aug. 31, 2021	Feb. 24, 2021	Jan. 25, 2021	Oct. 31, 2017	Sep. 30, 2021	Sep. 30, 2020	Sep. 30, 2021	Sep. 30, 2020	May 24, 2021	Jan. 31, 2021	Dec. 31, 2020
Stockholders’ Equity (Details) [Line Items]											
Common stock, par value (in Dollars per share)					$ 0.001		$ 0.001		$ 0.001		$ 0.001
Common stock, shares authorized					100,000,000		100,000,000				100,000,000
Company issued shares					88,934	330,916	88,934	330,916			
Recognized expense (in Dollars)							$ 674,265	$ 1,312,930			
Issue of common stock					1,163,556	3,740,753	1,163,556	3,740,753			
Exercise of warrants and received (in Dollars)							$ 3,718,956	$ 210,546			
Settlement of accounts payable shares							465,000				
Common stock, shares convertible					4,802,497		4,802,497				
Common stock, shares issued					4,583,334		4,583,334				
Settlement of accounts payable						146,818		146,818			
Common stock for the settlement of debt						62,500		62,500			
Issued warrant to investors			800,000		24,193,816		24,193,816				13,074,495
Issued shares of common stock								1,150,000			
Preferred stock, shares authorized					3,000,000		3,000,000				3,000,000
Preferred stock, par value (in Dollars per share)					$ 0.001		$ 0.001				$ 0.001
Granted stock options		3,000,000									
Fair market value		100.00%									
Stock options shares								7,500			
Exercise price per share (in Dollars per share)	$ 3		$ 4					$ 11			
Total grant fair value (in Dollars)								$ 27,799			
Compensation expense (in Dollars)							$ 616,781				
General and administrative expenses (in Dollars)							556,817				
Research and development expenses (in Dollars)							59,964				
Share based payment remaining expenses (in Dollars)							$ 1,164,704				
Weighted average vesting term							1 year 1 month 13 days				
Compensation expense related to options issued and vesting (in Dollars)								27,799			
Investor exercisable period										3 years	
Subsequently adjusted price per share (in Dollars per share)			$ 2.53								
Warrant issued	4,583,334		75,000								
Warrant exercise price (in Dollars per share)			$ 4								

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Warrants exercisable issuance		75,000						
Vesting expense (in Dollars)						$ 674,265	0	
General and administrative expense (in Dollars)				$ 4,451,545	$ 2,453,725	14,348,375	3,677,490	
Research and development expense (in Dollars)				$ 1,471,544	$ 285,813	3,340,247	$ 514,478	
Remaining value (in Dollars)						$ 2,367,211		
Restricted Stock Units (RSUs) [Member]								
Stockholders’ Equity (Details) [Line Items]								
Company issued shares				1,445,400		1,445,400		
Number of shares, granted						1,445,400		
Number of shares, vested						16,000		
Common stock, shares issued				16,000		16,000		
General and administrative expense (in Dollars)						$ 485,240		
Research and development expense (in Dollars)						$ 189,025		
Restricted stock units, vested						16,000		
Number of forfeited shares						600		
IPO [Member]								
Stockholders’ Equity (Details) [Line Items]								
Issued warrant to investors					1,226,668		1,226,668	
Series A Preferred Stock [Member]								
Stockholders’ Equity (Details) [Line Items]								
Common stock, shares issued					1,250,000		1,250,000	
Stock exercise							1,250,000	
Common Stock [Member]								
Stockholders’ Equity (Details) [Line Items]								
Common stock, par value (in Dollars per share)	$ 0.001							
Minimum [Member]								
Stockholders’ Equity (Details) [Line Items]								
Common stock, shares authorized								27,000,000
Recognized expense (in Dollars)						$ 1,443,700		
Maximum [Member]								
Stockholders’ Equity (Details) [Line Items]								
Common stock, shares authorized								100,000,000
Recognized expense (in Dollars)						$ 238,264		
2017 Equity Incentive Plan [Member]								
Stockholders’ Equity (Details) [Line Items]								
Recognized expense			2,500,000					
Preferred Stock [Member]								
Stockholders’ Equity (Details) [Line Items]								
Preferred stock, shares authorized				3,000,000		3,000,000		

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Warrants [Member]				
Stockholders’ Equity (Details) [Line Items]				
Share based payment remaining expenses (in Dollars)			$ 131,311	
Weighted average vesting term			1 year 3 months	
Warrants exercised shares			1,163,556	
Shares of common stock			1,163,556	
Proceeds from exercised (in Dollars)			$ 3,718,956	
Warrants [Member] | Minimum [Member]				
Stockholders’ Equity (Details) [Line Items]				
Warrants issued and vesting (in Dollars)			$ 163,637	
Warrants [Member] | Maximum [Member]				
Stockholders’ Equity (Details) [Line Items]				
Warrants issued and vesting (in Dollars)				$ 223,398
Common Stock [Member]				
Stockholders’ Equity (Details) [Line Items]				
Company issued shares		16,000	16,000	
Warrant issued	229,166			

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Stockholders' Equity (Details) - Schedule of analysis of the stock option grant activity under the plan	9 Months Ended Sep. 30, 2021 $ / shares shares
Vested and Nonvested Stock Options [Member]	
Stockholders' Equity (Details) - Schedule of analysis of the stock option grant activity under the plan [Line Items]	
Number, Outstanding beginning balance | shares	2,143,000
Weighted Average Exercise Price, Outstanding beginning balance | $ / shares	$ 3.18
Weighted Average Remaining Life, Outstanding beginning balance	7 years 9 months 21 days
Number, Granted | shares	
Weighted Average Exercise Price, Granted | $ / shares	
Number, Exercised | shares	
Weighted Average Exercise Price, Exercised | $ / shares	
Number, Expired or forfeited | shares	
Weighted Average Exercise Price, Expired or forfeited | $ / shares	
Number, Outstanding ending balance | shares	2,143,000
Weighted Average Exercise Price, Outstanding ending balance | $ / shares	$ 3.18
Weighted Average Remaining Life, Outstanding ending balance	7 years 21 days
Vested and Nonvested Warrants [Member]	
Stockholders' Equity (Details) - Schedule of analysis of the stock option grant activity under the plan [Line Items]	
Number, Outstanding beginning balance | shares	5,799,146
Weighted Average Exercise Price, Outstanding beginning balance | $ / shares	$ 5.05
Weighted Average Remaining Life, Outstanding beginning balance	4 years
Number, Granted | shares	5,687,500
Weighted Average Exercise Price, Granted | $ / shares	$ 2.57
Number, Exercised | shares	(1,163,556)
Weighted Average Exercise Price, Exercised | $ / shares	$ 3.21
Number, Expired or forfeited | shares	(59,126)
Weighted Average Exercise Price, Expired or forfeited | $ / shares	$ 5.56
Number, Outstanding ending balance | shares	10,263,964
Weighted Average Exercise Price, Outstanding ending balance | $ / shares	$ 3.17
Weighted Average Remaining Life, Outstanding ending balance	4 years 6 months 14 days
Nonvested RSUs [Member]	
Stockholders' Equity (Details) - Schedule of analysis of the stock option grant activity under the plan [Line Items]	
Number, Outstanding beginning balance | shares	
Weighted Average Exercise Price, Outstanding beginning balance | $ / shares	
Number, Granted | shares	1,445,400
Weighted Average Exercise Price, Granted | $ / shares	$ 2.11
Number, Vested | shares	(16,000)

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Weighted Average Price, Vested | $ / shares	$ 2.12
Number, Expired or forfeited | shares	(600)
Weighted Average Exercise Price, Expired or forfeited | $ / shares	$ 2.12
Number, Outstanding ending balance | shares	1,428,800
Weighted Average Exercise Price, Outstanding ending balance | $ / shares	$ 2.1

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Stockholders’ Equity (Details) - Schedule of nonvested option	9 Months Ended Sep. 30, 2021 $ / shares shares
Nonvested Options [Member]	
Stockholders’ Equity (Details) - Schedule of nonvested option [Line Items]	
Number, Nonvested at beginning balance | shares	973,000
Weighted- Average Exercise Price, Nonvested at beginning balance | $ / shares	$ 2.28
Number, Granted | shares	
Weighted- Average Exercise Price, Granted | $ / shares	
Number, Vested | shares	(129,250)
Weighted- Average Exercise Price, Vested | $ / shares	$ 3.49
Number, Expired or forfeited | shares	
Weighted- Average Exercise Price, Expired or forfeited | $ / shares	
Number, Nonvested | shares	843,750
Weighted- Average Exercise Price, Nonvested | $ / shares	$ 2.09
Nonvested Warrants [Member]	
Stockholders’ Equity (Details) - Schedule of nonvested option [Line Items]	
Number, Nonvested at beginning balance | shares	320,000
Weighted- Average Exercise Price, Nonvested at beginning balance | $ / shares	$ 3.69
Number, Granted | shares	5,687,500
Weighted- Average Exercise Price, Granted | $ / shares	$ 2.57
Number, Vested | shares	(1,304,166)
Weighted- Average Exercise Price, Vested | $ / shares	$ 3.18
Number, Expired or forfeited | shares	
Weighted- Average Exercise Price, Expired or forfeited | $ / shares	
Number, Nonvested | shares	4,703,334
Weighted- Average Exercise Price, Nonvested | $ / shares	$ 2.51

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Stockholders’ Equity (Details) - Schedule of stock option granted was estimated using the Black-Scholes assumption	9 Months Ended Sep. 30, 2021 $ / shares
Stockholders’ Equity (Details) - Schedule of stock option granted was estimated using the Black-Scholes assumption [Line Items]	
Exercise price (in Dollars per share)	$ 4
Expected dividend yield	0.00%
Minimum [Member]	
Stockholders’ Equity (Details) - Schedule of stock option granted was estimated using the Black-Scholes assumption [Line Items]	
Risk free interest rate	0.17%
Expected life in years	3 years
Expected volatility	154.00%
Maximum [Member]	
Stockholders’ Equity (Details) - Schedule of stock option granted was estimated using the Black-Scholes assumption [Line Items]	
Risk free interest rate	0.42%
Expected life in years	5 years
Expected volatility	159.00%

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Subsequent Events (Details)	Nov. 10, 2021 shares	Nov. 03, 2021 USD ($) ft²	Oct. 04, 2021 USD ($)	1 Months Ended		9 Months Ended
				Oct. 20, 2021 USD ($)	Oct. 18, 2021 $ / shares shares	Sep. 30, 2021
Subsequent Events (Details) [Line Items]						
Common stock yield, percentage						65.00%
Acquiring, percentage						19.99%
Issued and outstanding, percentage						10.00%
Transaction agreement, description						(i) by mutual agreement of the parties, (ii) by either party if the Definitive Agreement has not be executed by November 30, 2021, (iii) by either party if there has been material breach or any material failure to perform any covenant or agreement and such breach or failure has not been cured or is incapable of being cured, (iv) by the Company if the Company is not satisfied with the currant due diligence conditions, (v) by the board of directors of the Company if it received a proposal that it deems to be superior to the AiPharma Global proposal described in the Transaction Agreement, (vi) by AiPharma Global if the Company breaches certain convents under the Transaction Agreement restricting issuance of securities during the period from execution of the Transaction Agreement through the Initial Closing, or termination of the

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		Transaction Agreement, or (vii) if at any time period to the Initial Closing or earlier termination of the Transaction Agreement, the Initial Shares and Secondary Shares (defined below) represent less than 50.1% of the issued and outstanding shares of the Company. In the event that the Transaction Agreement is terminated pursuant to (i) or (ii), AiPharma Global is required to pay the Termination Fee to the Company by November 30, 2021. The Credit Agreement provided for a termination fee of $4 million (the "Termination Fee") in the event that the Definitive agreement is not entered into by November 30, 2021. In the event that the Transaction Agreement is terminated by the Company pursuant to (iii) or (iv), AiPharma Global is required to pay the Termination Fee to the Company of $4 million and AiPharma Global is not required to pay the Termination Fee. In the event that the Transaction Agreement is terminated by AiPharma Global pursuant to (vii) the Company is not required to pay a termination fee and AiPharma Global is not required to pay the Termination Fee.
Subsequent Event [Member]		
Subsequent Events (Details) [Line Items]		
Underwriting discounts	$ 3,910,000	

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Credit agreement, description	the Company entered into the first amendment to the Credit Agreement with AiPharma Global and certain affiliated entities (the “Credit Agreement Amendment”), pursuant to which the Company agreed to increase the amount which AiPharma is permitted to borrow under the Credit Agreement by $8.5 million to an aggregate of $15.0 million, of which $6.5 million was outstanding prior to entering the Credit Agreement Amendment. The Company agreed to fund such additional borrowings, as requested by AiPharma, by advancing 70% of any amounts received by

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				the Company from the exercise of existing warrants or any other capital raises, including the October Offering.
Office space | ft²		3,150		
Payment for monthly rent		$ 7,240		
Rent escalation, percentage		3.00%		
Compensation committee shares | shares	335,400			
Granted officers shares | shares	195,000			
AiPharma Global [Member] | Subsequent Event [Member]				
Subsequent Events (Details) [Line Items]				
Principal amount		$ 8,500,000		
Credit agreement available amount		$ 15,000,000		
Common stock yield, percentage		65.00%		
Public Offering [Member] | Subsequent Event [Member]				
Subsequent Events (Details) [Line Items]				
Public offering shares | shares				2,833,333
Public per share | $ / shares				$ 1.5
Gross proceeds			$ 4,250,000	

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"role": "http://www.aditxt.com./role/ShareholdersEquityType2or3",
"shortName": "Statements of Stockholders\u2019 Equity (Deficit) (Unaudited)",
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"shortName": "Statements of Cash Flows (Unaudited)",
"subGroupType": "",
"uniqueAnchor": {
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"lang": null,
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"shortName": "Organization and Nature of Business",
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"label": "AdditionalWarrantsToPurchaseShares",
"terseLabel": "Additional warrants to purchase (in Shares)",
"verboseLabel": "Warrants exercisable issuance"
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"http://www.aditxt.com./role/StockholdersEquityDetails"
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"en-us": {
"role": {
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"label": "AmortizationOfDebtDiscount",
"terseLabel": "Amortization of debt discount"
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"lang": {
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"terseLabel": "Settlement of accounts payable"
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"localname": "CommonStockSharesConvertible",
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"terseLabel": "Common stock voting rights percentage"
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    "terseLabel": "Convertible notes debt discount"
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    "terseLabel": "Credit agreement available amount"
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    "label": "CreditAgreementDescription",
    "terseLabel": "Credit agreement, description"
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 "nsuri": "http://www.aditxt.com./20210930",
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 "presentation": [
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"adtx_DebtDiscountFromWarrantsIssuedWithConvertibleNotePayable": {
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    "terseLabel": "Debt Discount from warrants issued with convertible note payable"
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    "terseLabel": "Additional discount"
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    "terseLabel": "Dilutive earning shares"
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"adtx_DiscountOnConvertibleNotePayableFromOfferingCosts": {
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    "terseLabel": "Discount on convertible note payable from offering costs"
   }
  }
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 "nsuri": "http://www.aditxt.com./20210930",
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 "auth_ref": [],
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 "nsuri": "http://www.aditxt.com./20210930",
 "xbrltype": "stringItemType"
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 "auth_ref": [],
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   "role": {
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    "terseLabel": "2017 Equity Incentive Plan [Member]"
   }
  }
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 ],
 "xbrltype": "domainItemType"
},
"adtx_ExerciseOfWarrants": {
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 "crdr": "credit",
 "lang": {
  "en-us": {
   "role": {
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    "label": "ExerciseOfWarrants",
    "terseLabel": "Exercise of warrants"
   }
  }
 },
 "localname": "ExerciseOfWarrants",
 "nsuri": "http://www.aditxt.com./20210930",
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 ],
 "xbrltype": "monetaryItemType"
},
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    "label": "ExercisePricePerShare",
    "terseLabel": "Exercise price per share (in Dollars per share)"
   }
  }
 },
 "localname": "ExercisePricePerShare",
 "nsuri": "http://www.aditxt.com./20210930",
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 "xbrltype": "perShareItemType"
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    "label": "FairMarketValue",
    "terseLabel": "Fair market value"
   }
  }
 },
 "localname": "FairMarketValue",
 "nsuri": "http://www.aditxt.com./20210930",
 "presentation": [
  "http://www.aditxt.com./role/StockholdersEquityDetails"
 ],
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},
"adtx_FinanceArrangementCost": {
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 "lang": {
  "en-us": {
   "role": {
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    "label": "FinanceArrangementCost",
    "terseLabel": "Finance arrangement cost"
   }
  }
 },
 "localname": "FinanceArrangementCost",
 "nsuri": "http://www.aditxt.com./20210930",
 "presentation": [
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 ],
 "xbrltype": "monetaryItemType"
},
"adtx_FinancingAgreementAbstract": {
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 "lang": {
  "en-us": {
   "role": {
    "label": "Financing Agreement [Abstract]"
   }
  }
 },
 "localname": "FinancingAgreementAbstract",
 "nsuri": "http://www.aditxt.com./20210930",
 "xbrltype": "stringItemType"
},
"adtx_FinancingAgreementTextBlock": {
 "auth_ref": [],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Disclosure of financing agreement.",
    "label": "FinancingAgreementTextBlock",
    "terseLabel": "FINANCING AGREEMENT"
   }
  }
 },
 "localname": "FinancingAgreementTextBlock",
 "nsuri": "http://www.aditxt.com./20210930",
 "presentation": [
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"terseLabel": "Warrant consideration for convertible note offering costs"
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"terseLabel": "Warrant to purchase common shares (in Shares)"
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"role": {
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"label": "WarrantsExercisedShares",
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"xbrltype": "sharesItemType"
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"lang": {
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"terseLabel": "Warrants issued and vesting (in Dollars)"
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"role": {
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"label": "WarrantsOfStockOptions",
"terseLabel": "Stock options issued"
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"periodStartLabel": "Weighted- Average Exercise Price, Nonvested at beginning balance"
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    "terseLabel": "City Area Code"
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    "terseLabel": "Current Fiscal Year End Date"
   }
  }
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    "terseLabel": "Document Fiscal Year Focus"
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  }
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   }
  }
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 "xbrltype": "stringItemType"
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   }
  }
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 "localname": "DocumentInformationTable",
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    "terseLabel": "Document Quarterly Report"
   }
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  "en-us": {
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    "label": "Entity Address, Address Line One",
    "terseLabel": "Entity Address, Address Line One"
   }
  }
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    "label": "Entity Address, Address Line Two",
    "terseLabel": "Entity Address, Address Line Two"
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  }
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 "lang": {
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    "documentation": "Name of the City or Town",
    "label": "Entity Address, City or Town",
    "terseLabel": "Entity Address, City or Town"
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  }
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    "label": "Entity Address, Postal Zip Code",
    "terseLabel": "Entity Address, Postal Zip Code"
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  }
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    "label": "Entity Address, State or Province",
    "terseLabel": "Entity Address, State or Province"
   }
  }
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 "xbrltype": "stateOrProvinceItemType"
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 "lang": {
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    "label": "Entity Central Index Key",
    "terseLabel": "Entity Central Index Key"
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  }
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 "lang": {
  "en-us": {
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    "documentation": "Indicate number of shares or other units outstanding of each of registrant's classes of capital or common stock or other ownership interests, if and as stated on cover of related periodic report. Where multiple classes or units exist define each class/interest by adding class of stock items such as Common Class A [Member], Common Class B [Member] or Partnership Interest [Member] onto the Instrument [Domain] of the Entity Listings, Instrument.",
    "label": "Entity Common Stock, Shares Outstanding",
    "terseLabel": "Entity Common Stock, Shares Outstanding"
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  }
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 "xbrltype": "sharesItemType"
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 "lang": {
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   "role": {
    "documentation": "Indicate 'Yes' or 'No' whether registrants (1) have filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that registrants were required to file such reports), and (2) have been subject to such filing requirements for the past 90 days. This information should be based on the registrant's current or most recent filing containing the related disclosure.",
    "label": "Entity Current Reporting Status",
    "terseLabel": "Entity Current Reporting Status"
   }
  }
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"dei_EntityEmergingGrowthCompany": {
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    "documentation": "Indicate if registrant meets the emerging growth company criteria.",
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    "terseLabel": "Entity Emerging Growth Company"
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"dei_EntityExTransitionPeriod": {
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   "role": {
    "documentation": "Indicate if an emerging growth company has elected not to use the extended transition period for complying with any new or revised financial accounting standards.",
    "label": "Entity Ex Transition Period",
    "terseLabel": "Entity Ex Transition Period"
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 "lang": {
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   "role": {
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    "label": "Entity File Number",
    "terseLabel": "Entity File Number"
   }
  }
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 "xbrltype": "fileNumberItemType"
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 ],
 "lang": {
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   "role": {
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    "label": "Entity Filer Category",
    "terseLabel": "Entity Filer Category"
   }
  }
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 "nsuri": "http://xbrl.sec.gov/dei/2021",
 "presentation": [
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     "terseLabel": "Purchase price per share"
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     "terseLabel": "Additional paid-in capital"
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     "terseLabel": "Stock option and warrant compensation"
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"us-gaap_AssetsCurrentAbstract": {
 "auth_ref": [],
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    "label": "Cash and Cash Equivalents, Period Increase (Decrease)",
    "totalLabel": "NET (DECREASE) INCREASE IN CASH"
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  }
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 "presentation": [
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 "xbrltype": "monetaryItemType"
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"us-gaap_CashAndCashEquivalentsRestrictedCashAndCashEquivalentsPolicy": {
 "auth_ref": [
  "r10",
  "r66",
  "r390"
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Entity's cash and cash equivalents accounting policy with respect to restricted balances.  Restrictions may include legally restricted deposits held as compensating balances against short-term borrowing arrangements, contracts entered into with others, or company statements of intention with regard to particular deposits; however, time deposits and short-term certificates of deposit are not generally included in legally restricted deposits.",
    "label": "Cash and Cash Equivalents, Restricted Cash and Cash Equivalents, Policy [Policy Text Block]",
    "terseLabel": "Cash and Cash Equivalents"
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"us-gaap_ClassOfStockDomain": {
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  "r178",
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  "r205",
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  "r291",
  "r432"
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Share of stock differentiated by the voting rights the holder receives. Examples include, but are not limited to, common stock, redeemable preferred stock, nonredeemable preferred stock, and convertible stock.",
    "label": "Class of Stock [Domain]"
   }
  }
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 "presentation": [
  "http://www.aditat.com./role/StockholdersEquityDetails"
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 "xbrltype": "domainItemType"
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"us-gaap_ClassOfWarrantOrRightExercisePriceOfWarrantsOrRights1": {
 "auth_ref": [
  "r220"
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Exercise price per share or per unit of warrants or rights outstanding.",
    "label": "Class of Warrant or Right, Exercise Price of Warrants or Rights",
    "terseLabel": "Conversion price (in Dollars per share)",
    "verboseLabel": "Warrant exercise price (in Dollars per share)"
   }
  }
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 "localname": "ClassOfWarrantOrRightExercisePriceOfWarrantsOrRights1",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
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  "http://www.aditat.com./role/StockholdersEquityDetails"
 ],
 "xbrltype": "perShareItemType"
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"us-gaap_ClassOfWarrantOrRightNumberOfSecuritiesCalledByEachWarrantOrRight": {
 "auth_ref": [],
 "lang": {
  "en-us": {
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    "documentation": "Number of securities into which each warrant or right may be converted. For example, but not limited to, each warrant may be converted into two shares.",
    "label": "Class of Warrant or Right, Number of Securities Called by Each Warrant or Right",
    "terseLabel": "Warrant issued"
   }
  }
 },
 "localname": "ClassOfWarrantOrRightNumberOfSecuritiesCalledByEachWarrantOrRight",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"us-gaap_CommonStockCapitalSharesReservedForFutureIssuance": {
 "auth_ref": [
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Aggregate number of common shares reserved for future issuance.",
    "label": "Common Stock, Capital Shares Reserved for Future Issuance",
    "terseLabel": "Shares of common stock (in Shares)"
   }
  }
 },
 "localname": "CommonStockCapitalSharesReservedForFutureIssuance",
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 "presentation": [
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 "xbrltype": "sharesItemType"
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"us-gaap_CommonStockMember": {
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  "r79",
  "r80",
  "r288"
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 "lang": {
  "en-us": {
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    "documentation": "Stock that is subordinate to all other stock of the issuer.",
    "label": "Common Stock [Member]",
    "terseLabel": "Common Shares",
    "verboseLabel": "Common Stock [Member]"
   }
  }
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 "localname": "CommonStockMember",
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  "http://www.aditat.com./role/StockholdersEquityDetails"
 ],
 "xbrltype": "domainItemType"
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"us-gaap_CommonStockParOrStatedValuePerShare": {
 "auth_ref": [
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Face amount or stated value per share of common stock.",
    "label": "Common Stock, Par or Stated Value Per Share",
    "terseLabel": "Common stock, par value (in Dollars per share)"
   }
  }
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 "localname": "CommonStockParOrStatedValuePerShare",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
 "presentation": [
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  "http://www.aditat.com./role/StockholdersEquityDetails"
 ],
 "xbrltype": "perShareItemType"
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"us-gaap_CommonStockSharesAuthorized": {
 "auth_ref": [
  "r18"
 ],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "The maximum number of common shares permitted to be issued by an entity's charter and bylaws.",
    "label": "Common Stock, Shares Authorized",
    "terseLabel": "Common stock, shares authorized"
   }
  }
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 "localname": "CommonStockSharesAuthorized",
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 "presentation": [
  "http://www.aditat.com./role/ConsolidatedBalanceSheet_Parentheticals",
  "http://www.aditat.com./role/StockholdersEquityDetails"
 ],
 "xbrltype": "sharesItemType"
},
"us-gaap_CommonStockSharesIssued": {
 "auth_ref": [
  "r18"
 ],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Total number of common shares of an entity that have been sold or granted to shareholders (includes common shares that were issued, repurchased and remain in the treasury). These shares represent capital invested by the firm's shareholders and owners, and may be all or only a portion of the number of shares authorized. Shares issued include shares outstanding and shares held in the treasury.",
    "label": "Common Stock, Shares, Issued",
    "terseLabel": "Common stock, shares issued",
    "verboseLabel": "Issued warrant to investors"
   }
  }
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 "presentation": [
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  "http://www.aditat.com./role/StockholdersEquityDetails"
 ],
 "xbrltype": "sharesItemType"
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"us-gaap_CommonStockSharesOutstanding": {
 "auth_ref": [
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  "r219"
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Number of shares of common stock outstanding. Common stock represent the ownership interest in a corporation.",
    "label": "Common Stock, Shares, Outstanding",
    "terseLabel": "Common stock, shares outstanding"
   }
  }
 },
 "localname": "CommonStockSharesOutstanding",
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 "presentation": [
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 "xbrltype": "sharesItemType"
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"us-gaap_CommonStockValue": {
 "auth_ref": [
  "r18",
  "r337"
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 "calculation": {
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   "parentTag": "us-gaap_StockholdersEquity",
   "weight": 1.0
  }
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 "crdr": "credit",
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Aggregate par or stated value of issued nonredeemable common stock (or common stock redeemable solely at the option of the issuer). This item includes treasury stock repurchased by the entity. Note: elements for number of nonredeemable common shares, par value and other disclosure concepts are in another section within stockholders' equity.",
    "label": "Common Stock, Value, Issued",
    "terseLabel": "Common stock, $0.001 par value, 100,000,000 shares authorized, 24,193,816 and 13,074,495 shares issued and 24,093,013 and 12,973,692 shares outstanding, respectively"
   }
  }
 },
 "localname": "CommonStockValue",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
 "presentation": [
  "http://www.aditat.com./role/ConsolidatedBalanceSheet"
 ],
 "xbrltype": "monetaryItemType"
},
"us-gaap_CommonUnitIssued": {
 "auth_ref": [
  "r223"
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 "lang": {
  "en-us": {
   "role": {
    "documentation": "Number of common units issued of limited liability company (LLC).",
    "label": "Common Unit, Issued",
    "terseLabel": "Company issued (in Shares)"
   }
  }
 },
 "localname": "CommonUnitIssued",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
 "presentation": [
  "http://www.aditat.com./role/OrganizationandNatureofBusinessDetails"
 ],
 "xbrltype": "sharesItemType"
},
"us-gaap_CompensationRelatedCostsPolicyTextBlock": {
 "auth_ref": [
  "r236"
 ],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Disclosure of accounting policy for salaries, bonuses, incentive awards, postretirement and postemployment benefits granted to employees, including equity-based arrangements; discloses methodologies for measurement, and the bases for recognizing related assets and liabilities and recognizing and reporting compensation expense.",
    "label": "Compensation Related Costs, Policy [Policy Text Block]",
    "terseLabel": "Stock-Based Compensation"
   }
  }
 },
 "localname": "CompensationRelatedCostsPolicyTextBlock",
 "nsuri": "http://fasb.org/us-gaap/2021-01-31",
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  "http://www.aditat.com./role/AccountingPoliciesByPolicy"
 ],
 "xbrltype": "textBlockItemType"
},
"us-gaap_ComputerEquipmentMember": {
 "auth_ref": [],
 "lang": {
  "en-us": {
   "role": {
    "documentation": "Long lived, depreciable assets that are used in the creation, maintenance and utilization of information systems.",
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     "label": "Computer Equipment [Member]",
     "terseLabel": "Computers [Member]"
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   }
  },
  "localname": "ComputerEquipmentMember",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
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  ],
  "xbrltype": "domainItemType"
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 "us-gaap_ConcentrationRiskCreditRisk": {
  "auth_ref": [
   "r108",
   "r400"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Disclosure of accounting policy for credit risk.",
     "label": "Concentration Risk, Credit Risk, Policy [Policy Text Block]",
     "terseLabel": "Concentrations of Credit Risk"
    }
   }
  },
  "localname": "ConcentrationRiskCreditRisk",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/AccountingPoliciesByPolicy"
  ],
  "xbrltype": "textBlockItemType"
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  "auth_ref": [
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   "r69",
   "r70"
  ],
  "lang": {
   "en-us": {
    "role": {
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     "label": "Conversion of Stock, Shares Converted",
     "terseLabel": "Conversion of shares (in Shares)"
    }
   }
  },
  "localname": "ConversionOfStockSharesConverted1",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/ConvertibleNotePayableDetails"
  ],
  "xbrltype": "sharesItemType"
 },
 "us-gaap_ConversionOfStockSharesIssued1": {
  "auth_ref": [
   "r68",
   "r69",
   "r70"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "The number of new shares issued in the conversion of stock in a noncash (or part noncash) transaction. Noncash is defined as transactions during a period that do not result in cash receipts or cash payments in the period. \"Part noncash\" refers to that portion of the transaction not [illegible]
     "label": "Conversion of Stock, Shares Issued",
     "terseLabel": "Issued shares of common stock"
    }
   }
  },
  "localname": "ConversionOfStockSharesIssued1",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/StockholdersEquityDetails"
  ],
  "xbrltype": "sharesItemType"
 },
 "us-gaap_CustomerFunds": {
  "auth_ref": [
   "r28"
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  "crdr": "debit",
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Carrying amount as of the balance sheet date of amounts received from and refundable to customers unless used by them to obtain goods and services from the entity.",
     "label": "Customer Funds",
     "terseLabel": "Future funds"
    }
   }
  },
  "localname": "CustomerFunds",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/GoingConcernAnalysisDetails"
  ],
  "xbrltype": "monetaryItemType"
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 "us-gaap_DebtConversionConvertedInstrumentWarrantsOrOptionsIssued1": {
  "auth_ref": [
   "r68",
   "r70"
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  "lang": {
   "en-us": {
    "role": {
     "documentation": "The number of warrants issued in exchange for the original debt being converted in a noncash (or part noncash) transaction. \"Part noncash\" refers to that portion of the transaction not resulting in cash receipts or cash payments in the period.",
     "label": "Debt Conversion, Converted Instrument, Warrants or Options Issued",
     "terseLabel": "Issued warrants to purchase of shares (in Shares)"
    }
   }
  },
  "localname": "DebtConversionConvertedInstrumentWarrantsOrOptionsIssued1",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/OrganizationandNatureofBusinessDetails"
  ],
  "xbrltype": "sharesItemType"
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 "us-gaap_DebtDisclosureAbstract": {
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  "lang": {
   "en-us": {
    "role": {
     "label": "Debt Disclosure [Abstract]"
    }
   }
  },
  "localname": "DebtDisclosureAbstract",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "xbrltype": "stringItemType"
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 "us-gaap_DebtDisclosureTextBlock": {
  "auth_ref": [
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   "r184",
   "r185",
   "r186",
   "r187",
   "r189",
   "r191",
   "r192",
   "r194",
   "r199"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "The entire disclosure for information about short-term and long-term debt arrangements, which includes amounts of borrowings under each line of credit, note payable, commercial paper issue, bonds indenture, debenture issue, own-share lending arrangements and an [illegible]
     "label": "Debt Disclosure [Text Block]",
     "terseLabel": "CONVERTIBLE NOTE PAYABLE"
    }
   }
  },
  "localname": "DebtDisclosureTextBlock",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/ConvertibleNotePayable"
  ],
  "xbrltype": "textBlockItemType"
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 "us-gaap_DebtInstrumentConvertibleIfConvertedValueInExcessOfPrincipal": {
  "auth_ref": [
   "r195"
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  "crdr": "credit",
  "lang": {
   "en-us": {
    "role": {
     "documentation": "The amount by which the convertible debt's if-converted value exceeds its principle amount at the balance sheet date, regardless of whether the instrument is currently convertible. This element applies to public companies only.",
     "label": "Debt Instrument, Convertible, If-converted Value in Excess of Principal",
     "terseLabel": "Convertible notes payable short term principal"
    }
   }
  },
  "localname": "DebtInstrumentConvertibleIfConvertedValueInExcessOfPrincipal",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/ConvertibleNotePayableDetails"
  ],
  "xbrltype": "monetaryItemType"
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 "us-gaap_DebtInstrumentInterestRateEffectivePercentage": {
  "auth_ref": [
   "r32",
   "r196",
   "r301",
   "r303"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Effective interest rate for the funds borrowed under the debt agreement considering interest compounding and original issue discount or premium.",
     "label": "Debt Instrument, Interest Rate, Effective Percentage",
     "terseLabel": "Interest rate"
    }
   }
  },
  "localname": "DebtInstrumentInterestRateEffectivePercentage",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/AgreementsDetails"
  ],
  "xbrltype": "percentItemType"
 },
 "us-gaap_DebtInstrumentInterestRateStatedPercentage": {
  "auth_ref": [
   "r32",
   "r179"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Contractual interest rate for funds borrowed, under the debt agreement.",
     "label": "Debt Instrument, Interest Rate, Stated Percentage",
     "terseLabel": "Debt instrument percentage"
    }
   }
  },
  "localname": "DebtInstrumentInterestRateStatedPercentage",
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  "presentation": [
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  ],
  "xbrltype": "percentItemType"
 },
 "us-gaap_DebtInstrumentTerm": {
  "auth_ref": [],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Period of time between issuance and maturity of debt instrument, in PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days.",
     "label": "Debt Instrument, Term",
     "terseLabel": "Exercise price term"
    }
   }
  },
  "localname": "DebtInstrumentTerm",
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  "auth_ref": [
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  ],
  "calculation": {
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    "order": 5.0,
    "parentTag": "us-gaap_Assets",
    "weight": 1.0
   }
  },
  "crdr": "debit",
  "lang": {
   "en-us": {
    "role": {
     "documentation": "Carrying value of amounts transferred to third parties for security purposes that are expected to be returned or applied towards payment after one year or beyond the operating cycle, if longer.",
     "label": "Deposits Assets, Noncurrent",
     "terseLabel": "Deposits"
    }
   }
  },
  "localname": "DepositsAssetsNoncurrent",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
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  ],
  "xbrltype": "monetaryItemType"
 },
 "us-gaap_Depreciation": {
  "auth_ref": [
   "r63",
   "r160"
  ],
  "calculation": {
   "http://www.aditat.com./role/ConsolidatedCashFlow": {
    "order": 3.0,
    "parentTag": "us-gaap_NetCashProvidedByUsedInOperatingActivities",
    "weight": 1.0
   }
  },
  "crdr": "debit",
  "lang": {
   "en-us": {
    "role": {
     "documentation": "The amount of expense recognized in the current period that reflects the allocation of the cost of tangible assets over the assets' useful lives. Includes production and non-production related depreciation.",
     "label": "Depreciation",
     "terseLabel": "Depreciation expense"
    }
   }
  },
  "localname": "Depreciation",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
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   "http://www.aditat.com./role/FixedAssetsDetails"
  ],
  "xbrltype": "monetaryItemType"
 },
 "us-gaap_DisclosureTextBlockAbstract": {
  "auth_ref": [],
  "lang": {
   "en-us": {
    "role": {
     "label": "Disclosure Text Block [Abstract]"
    }
   }
  },
  "localname": "DisclosureTextBlockAbstract",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "xbrltype": "stringItemType"
 },
 "us-gaap_EarningsPerShareBasicAndDiluted": {
  "auth_ref": [
   "r98"
  ],
  "lang": {
   "en-us": {
    "role": {
     "documentation": "The amount of net income or loss for the period per each share in instances when basic and diluted earnings per share are the same amount and reported as a single line item on the face of the financial statements.  Basic earnings per share is the amount of net income or loss for the [illegible]
     "label": "Earnings Per Share, Basic and Diluted",
     "terseLabel": "Net loss per share - basic and diluted (in Dollars per share)"
    }
   }
  },
  "localname": "EarningsPerShareBasicAndDiluted",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/ConsolidatedIncomeStatement"
  ],
  "xbrltype": "perShareItemType"
 },
 "us-gaap_EarningsPerSharePolicyTextBlock": {
  "auth_ref": [
   "r100",
   "r101"
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  "lang": {
   "en-us": {
    "role": {
     "documentation": "Disclosure of accounting policy for computing basic and diluted earnings or loss per share for each class of common stock and participating security. Addresses all significant policy factors, including any antidilutive items that have been excluded from the computation and takes into [illegible]
     "label": "Earnings Per Share, Policy [Policy Text Block]",
     "terseLabel": "Basic and Diluted Net Loss per Common Share"
    }
   }
  },
  "localname": "EarningsPerSharePolicyTextBlock",
  "nsuri": "http://fasb.org/us-gaap/2021-01-31",
  "presentation": [
   "http://www.aditat.com./role/AccountingPoliciesByPolicy"
  ],
  "xbrltype": "textBlockItemType"
 },
 "us-gaap_EquityComponentDomain": {
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   "r41",
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   "r80",
   "r81",
   "r83",
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   "r98",
   "r102",
   "r138",
   "r219",
   "r223",
   "r256",
   "r257",
   "r258",
   "r266",
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   "r288",
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   "http://www.aditat.com./role/ShareholdersEquityType2or3",
   "http://www.aditat.com./role/StockholdersEquityDetails"
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     "label": "Excess Stock, Shares Issued",
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     "label": "Fair Value Adjustment of Warrants",
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  "http://www.aditat.com./role/StockholdersEquityDetails",
  "http://www.aditat.com./role/SubsequentEventsDetails"
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    "label": "Income (Loss) from Continuing Operations before Income Taxes, Noncontrolling Interest",
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  "http://www.aditat.com./role/ConsolidatedCashFlow"
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    "terseLabel": "Total lease costs"
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  }
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 "localname": "LeaseCost",
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    "documentation": "Tabular disclosure of lessee's lease cost. Includes, but is not limited to, interest expense for finance lease, amortization of right-of-use asset for finance lease, operating lease cost, short-term lease cost, variable lease cost and sublease income.",
    "label": "Lease, Cost [Table Text Block]",
    "terseLabel": "Schedule of lease costs"
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    "label": "Leases of Lessee Disclosure [Text Block]",
    "terseLabel": "LEASES"
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"us-gaap_LesseeLeasesPolicyTextBlock": {
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   "role": {
    "documentation": "Disclosure of accounting policy for leasing arrangement entered into by lessee.",
    "label": "Lessee, Leases [Policy Text Block]",
    "terseLabel": "Leases"
   }
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 "localname": "LesseeLeasesPolicyTextBlock",
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    "label": "Lessee, Operating Lease, Liability, Maturity [Table Text Block]",
    "terseLabel": "Schedule of ROU lease assets and lease liabilities for our operating leases"
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    "label": "Liabilities",
    "totalLabel": "TOTAL LIABILITIES"
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 "xbrltype": "stringItemType"
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"us-gaap_LiabilitiesAndStockholdersEquity": {
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 "localname": "LiabilitiesAndStockholdersEquity",
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    "totalLabel": "TOTAL CURRENT LIABILITIES"
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"en-us": {
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"label": "Net Income (Loss) Attributable to Parent",
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"totalLabel": "NET LOSS"
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"http://www.aditat.com./role/ConsolidatedIncomeStatement",
"http://www.aditat.com./role/GoingConcernAnalysisDetails"
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"terseLabel": "Recent Accounting Pronouncements"
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"label": "Nonoperating Income (Expense)",
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"lang": {
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"label": "Operating Lease, Expense",
"terseLabel": "Operating lease expense"
}
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"label": "Operating Lease, Liability",
"totalLabel": "Total lease liability"
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"lang": {
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"role": {
"documentation": "Present value of lessee's discounted obligation for lease payments from operating lease, classified as current.",
"label": "Operating Lease, Liability, Current",
"terseLabel": "Operating lease liabilities \u2013 short term"
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"en-us": {
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"xbrltype": "monetaryItemType"
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"us-gaap_OperatingLeaseWeightedAverageDiscountRatePercent": {
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"r323"
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"lang": {
"en-us": {
"role": {
"documentation": "Weighted average discount rate for operating lease calculated at point in time.",
"label": "Operating Lease, Weighted Average Discount Rate, Percent",
"terseLabel": "Weighted average discount rate \u2013 operating leases"

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},
"localname": "OperatingLeaseWeightedAverageDiscountRatePercent",
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"xbrltype": "percentItemType"
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"r323"
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"en-us": {
"role": {
"documentation": "Weighted average remaining lease term for operating lease, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.",
"label": "Operating Lease, Weighted Average Remaining Lease Term",
"terseLabel": "Weighted average remaining lease term (in years) \u2013 operating leases"
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"r307",
"r308",
"r310",
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"us-gaap_OperatingLeasesRentExpenseMinimumRentals": {
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"r308",
"r310"
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"crdr": "debit",
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"documentation": "This element represents the payments that the lessee is obligated to make or can be required to make in connection with a property under the terms of an agreement classified as an operating lease, excluding contingent rentals and a guarantee by the lessee of the lessor's debt and the lessee's obligation to pay (apart from the rental payments) executory costs such as insurance, maintenance, and taxes.",
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"en-us": {
"role": {
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"label": "Organization, Consolidation and Presentation of Financial Statements Disclosure [Text Block]",
"terseLabel": "ORGANIZATION AND NATURE OF BUSINESS"
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"crdr": "debit",
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"label": "Other Intangible Assets, Net",
"terseLabel": "Intangible assets, net"
}
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"r403"
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"label": "Other Loans Payable",
"terseLabel": "Completion of a proposed"
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"us-gaap_PaymentsForRent": {
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"en-us": {
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"documentation": "Cash payments to lessor's for use of assets under operating leases.",
"label": "Payments for Rent",
"terseLabel": "Payment for monthly rent"
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"lang": {
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"label": "Payments for Underwriting Expense",
"terseLabel": "Underwriting discounts"
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"xbrltype": "monetaryItemType"
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"label": "Payment for Debt Extinguishment or Debt Prepayment Cost",
"negatedLabel": "Cash paid on extinguishment of note payable"
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"localname": "PaymentsOfDebtExtinguishmentCosts",
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"en-us": {
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"label": "Preferred Stock [Member]",
"terseLabel": "Preferred Shares",
"verboseLabel": "Preferred Stock [Member]"
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"http://www.aditat.com./role/StockholdersEquityDetails"
],
"xbrltype": "domainItemType"
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"r204"
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"label": "Preferred Stock, Par or Stated Value Per Share",
"terseLabel": "Preferred stock, par value (in Dollars per share)"
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"localname": "PreferredStockParOrStatedValuePerShare",
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"http://www.aditat.com./role/StockholdersEquityDetails"
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"role": {
"documentation": "The maximum number of nonredeemable preferred shares (or preferred stock redeemable solely at the option of the issuer) permitted to be issued by an entity's charter and bylaws.",
"label": "Preferred Stock, Shares Authorized",
"terseLabel": "Preferred stock, shares authorized"
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}
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"http://www.aditat.com./role/StockholdersEquityDetails"
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"r204"
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   "label": "Prepaid Expense, Current",
   "terseLabel": "Prepaid expenses"
  }
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   "terseLabel": "Principal amount"
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   "label": "Proceeds from Issuance Initial Public Offering",
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   "label": "Proceeds from Issuance of Common Stock",
   "terseLabel": "Common stock and warrants issued for cash, net of issuance costs"
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 "r205"
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   "terseLabel": "Proceeds from exercised (in Dollars)"
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   "verboseLabel": "Exercise of warrants and received (in Dollars)"
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 "r421",
 "r422",
 "r423"
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   "terseLabel": "FIXED ASSETS"
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 "r26",
 "r141"
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 "en-us": {
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   "terseLabel": "Cost Basis"
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   "label": "Property, Plant and Equipment [Line Items]"
  }
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 "r143",
 "r337",
 "r399",
 "r406"
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 "en-us": {
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   "terseLabel": "Net"
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   "terseLabel": "Schedule of fixed assets"
  }
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 "r141"
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   "label": "Long-Lived Tangible Asset [Domain]"
  }
 }
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 "r329",
 "r330"
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"lang": {
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  }
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 "http://www.aditxt.com./role/SubsequentEventsDetails"
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"en-us": {
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"label": "Repayments of Notes Payable",
"negatedLabel": "Repayments of note payable"
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}
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"r372",
"r426"
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"label": "Research and Development Expense",
"terseLabel": "Research and development expenses, including $248,989, $0, $248,989, and $0 in stock-based compensation, respectively",
"verboseLabel": "Research and development expense (in Dollars)"
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"http://www.aditxt.com./role/StockholdersEquityDetails",
"http://www.aditxt.com./role/SummaryofSignificantAccountingPoliciesDetails"
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"us-gaap_ResearchAndDevelopmentExpenseMember": {
"auth_ref": [],
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"en-us": {
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"documentation": "Primary financial statement caption in which the reported facts about research and development expense have been included.",
"label": "Research and Development Expense [Member]",
"terseLabel": "Research and development"
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"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"xbrltype": "domainItemType"
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"us-gaap_ResearchAndDevelopmentExpensePolicy": {
"auth_ref": [
"r261"
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"lang": {
"en-us": {
"role": {
"documentation": "Disclosure of accounting policy for costs it has incurred (1) in a planned search or critical investigation aimed at discovery of new knowledge with the hope that such knowledge will be useful in developing a new product or service, a new process or technique, or in bringing about a significant improvement to an existing product or process; [illegible]
"label": "Research and Development Expense, Policy [Policy Text Block]",
"terseLabel": "Research and Development"
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"localname": "ResearchAndDevelopmentExpensePolicy",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"us-gaap_RestrictedStockUnitsRSUMember": {
"auth_ref": [],
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"en-us": {
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"documentation": "Share instrument which is convertible to stock or an equivalent amount of cash, after a specified period of time or when specified performance conditions are met.",
"label": "Restricted Stock Units (RSUs) [Member]",
"terseLabel": "Restricted Stock Units (RSUs) [Member]"
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"localname": "RestrictedStockUnitsRSUMember",
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"r259",
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"r404",
"r416",
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"weight": 1.0
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"label": "Retained Earnings (Accumulated Deficit)",
"terseLabel": "Accumulated deficit"
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"localname": "RetainedEarningsAccumulatedDeficit",
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"xbrltype": "monetaryItemType"
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"us-gaap_RetainedEarningsAppropriated": {
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"r74",
"r201",
"r202",
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"crdr": "credit",
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"en-us": {
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"documentation": "A segregation of retained earnings which is unavailable for dividend distribution. Includes also retained earnings appropriated for loss contingencies.",
"label": "Retained Earnings, Appropriated",
"terseLabel": "Reduction to accumulated deficit"
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"localname": "RetainedEarningsAppropriated",
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"xbrltype": "monetaryItemType"
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"us-gaap_RetainedEarningsMember": {
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"r79",
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"r90",
"r138",
"r256",
"r257",
"r258",
"r266",
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"us-gaap_SaleOfStockNameOfTransactionDomain": {
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"lang": {
"en-us": {
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"documentation": "Sale of the entity's stock, including, but not limited to, initial public offering (IPO) and private placement.",
"label": "Sale of Stock [Domain]"
}
}
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"localname": "SaleOfStockNameOfTransactionDomain",
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"http://www.aditxt.com./role/OrganizationandNatureofBusinessDetails",
"http://www.aditxt.com./role/ScheduleofnonvestedoptionTable",
"http://www.aditxt.com./role/StockholdersEquityDetails",
"http://www.aditxt.com./role/SubsequentEventsDetails"
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"xbrltype": "domainItemType"
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"us-gaap_SaleOfStockPricePerShare": {
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"en-us": {
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"documentation": "Per share amount received by subsidiary or equity investee for each share of common stock issued or sold in the stock transaction.",
"label": "Sale of Stock, Price Per Share",
"terseLabel": "Public per share"
}
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"localname": "SaleOfStockPricePerShare",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"http://www.aditxt.com./role/SubsequentEventsDetails"
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"xbrltype": "perShareItemType"
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"us-gaap_ScheduleOfFiniteLivedIntangibleAssetsTable": {
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"r152",
"r155",
"r375"
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"lang": {
"en-us": {
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"label": "Schedule of Finite-Lived Intangible Assets [Table]"
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"localname": "ScheduleOfFiniteLivedIntangibleAssetsTable",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"xbrltype": "stringItemType"
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"us-gaap_ScheduleOfFiniteLivedIntangibleAssetsTableTextBlock": {
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"r152",
"r155"
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"en-us": {
"role": {
"documentation": "Tabular disclosure of assets, excluding financial assets and goodwill, lacking physical substance with a finite life, by either major class or business segment.",
"label": "Schedule of Finite-Lived Intangible Assets [Table Text Block]",
"terseLabel": "Schedule of intangible assets"
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"localname": "ScheduleOfFiniteLivedIntangibleAssetsTableTextBlock",
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"xbrltype": "textBlockItemType"
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"us-gaap_ScheduleOfPropertyPlantAndEquipmentTable": {
"auth_ref": [
"r27",
"r163"
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"lang": {
"en-us": {
"role": {
"documentation": "Disclosure of information about physical assets used in the normal conduct of business and not intended for resale. Includes, but is not limited to, balances by class of assets, depreciation and depletion expense and method used, including composite depreciation, and accumulated deprecation.",
"label": "Property, Plant and Equipment [Table]"
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"localname": "ScheduleOfPropertyPlantAndEquipmentTable",
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"xbrltype": "stringItemType"
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"auth_ref": [
"r237",
"r245",
"r246"
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"lang": {
"en-us": {
"role": {
"documentation": "Tabular disclosure for stock option plans. Includes, but is not limited to, outstanding awards at beginning and end of year, grants, exercises, forfeitures, and weighted-average grant date fair value.",
"label": "Share-based Payment Arrangement, Option, Activity [Table Text Block]",
"terseLabel": "Schedule of nonvested option"
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"localname": "ScheduleOfShareBasedCompensationStockOptionsActivityTableTextBlock",
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"us-gaap_ScheduleOfShareBasedPaymentAwardStockOptionsValuationAssumptionsTableTextBlock": {
"auth_ref": [
"r249"
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"lang": {
"en-us": {
"role": {
"documentation": "Tabular disclosure of the significant assumptions used during the year to estimate the fair value of stock options, including, but not limited to: (a) expected term of share options and similar instruments, (b) expected volatility of the entity's shares, (c) expected dividends, (d) risk-free rate(s), and (e) discount for post-vesting restrictions.",
"label": "Schedule of Share-based Payment Award, Stock Options, Valuation Assumptions [Table Text Block]",
"terseLabel": "Schedule of stock option granted was estimated using the Black-Scholes assumption"
}
}
},
"localname": "ScheduleOfShareBasedPaymentAwardStockOptionsValuationAssumptionsTableTextBlock",
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"xbrltype": "textBlockItemType"
},
"us-gaap_SellingAndMarketingExpenseMember": {
"auth_ref": [
"r46"
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"lang": {
"en-us": {
"role": {
"documentation": "Primary financial statement caption encompassing selling and marketing expense.",
"label": "Selling and Marketing Expense [Member]",
"terseLabel": "Sales and marketing"
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"localname": "SellingAndMarketingExpenseMember",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"xbrltype": "domainItemType"
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"weight": 1.0
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"lang": {
"en-us": {
"role": {
"documentation": "The aggregate total costs related to selling a firm's product and services, as well as all other general and administrative expenses. Direct selling expenses (for example, credit, warranty, and advertising) are expenses that can be directly linked to the sale of specific products. Indirect selling expenses are expenses that cannot be directly linked to the sale of specific products, for example te[illegible]
"label": "Selling, General and Administrative Expense",
"terseLabel": "Sales and marketing expenses, including $0, $0, $0, and $0 in stock-based compensation, respectively"
}
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"en-us": {
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"documentation": "A classification of auction market preferred securities that may have different rights to other classifications of auction market preferred securities, for example Series B.",
"label": "Series A [Member]",
"terseLabel": "Series A [Member]"
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"xbrltype": "domainItemType"
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"en-us": {
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"label": "Series A Preferred Stock [Member]",
"terseLabel": "Series A Preferred Stock [Member]"
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"localname": "SeriesAPreferredStockMember",
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"xbrltype": "domainItemType"
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"us-gaap_SeriesBMember": {
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"en-us": {
"role": {
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"label": "Series B [Member]",
"terseLabel": "Series B warrant [Member]"
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"weight": 1.0
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"lang": {
"en-us": {
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"label": "Share-based Payment Arrangement, Noncash Expense",
"terseLabel": "Stock-based compensation"
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"http://www.aditxt.com./role/ConsolidatedIncomeStatement_Parentheticals"
],
"xbrltype": "monetaryItemType"
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"us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardAwardRequisiteServicePeriod1": {
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"r234"
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"en-us": {
"role": {
"documentation": "Estimated period over which an employee is required to provide service in exchange for the equity-based payment award, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Award Requisite Service Period",
"terseLabel": "Weighted average vesting term"
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}
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"localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardAwardRequisiteServicePeriod1",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"xbrltype": "durationItemType"
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"r234"
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"lang": {
"en-us": {
"role": {
"documentation": "Period over which grantee's right to exercise award under share-based payment arrangement is no longer contingent on satisfaction of service or performance condition, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days. Includes, but is not limited to, combination of market, performance or service condition.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Award Vesting Period",
"terseLabel": "Weighted average vesting term"
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}
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"localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardAwardVestingPeriod1",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
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"xbrltype": "durationItemType"
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"us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardEquityInstrumentsOtherThanOptionsOutstandingWeightedAverageRemainingContractualTerms": {
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"r247"
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"lang": {
"en-us": {
"role": {
"documentation": "Weighted average remaining contractual term for equity-based awards excluding options, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents the reported fact of one year, five months, and thirteen days.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Outstanding, Weighted Average Remaining Contractual Terms",
"terseLabel": "Weighted Average Remaining Life, Outstanding beginning balance"
}
}
},
"localname": "ShareBasedCompensationArrangementByShareBasedPaymentAwardEquityInstrumentsOtherThanOptionsOutstandingWeightedAverageRemainingContractualTerms",
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"http://www.aditxt.com./role/Scheduleofanalysisofthestockoptiongrantactivityundertheplantable"
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"xbrltype": "durationItemType"
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"us-gaap_ShareBasedCompensationArrangementByShareBasedPaymentAwardEquityInstrumentsOtherThanOptionsVestedInPeriod": {
"auth_ref": [
"r244"
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"lang": {
"en-us": {
"role": {
"documentation": "The number of equity-based payment instruments, excluding stock (or unit) options, that vested during the reporting period.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Equity Instruments Other than Options, Vested in Period",

"role": {
"documentation": "Weighted average price at which option holders acquired shares when converting their stock options into shares.",
"label": "Share-based Compensation Arrangements by Share-based Payment Award, Options, Exercises in Period, Weighted Average Exercise Price",
"terseLabel": "Weighted Average Exercise Price, Exercised"
}
}
},
"localname": "ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsExercisesInPeriodWeightedAverageExercisePrice",
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"us-gaap_ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageExercisePrice": {
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"lang": {
"en-us": {
"role": {
"documentation": "Weighted average per share amount at which grantees can acquire shares of common stock by exercise of options.",
"label": "Share-based Compensation Arrangements by Share-based Payment Award, Options, Grants in Period, Weighted Average Exercise Price",
"terseLabel": "Weighted Average Exercise Price, Granted",
"verboseLabel": "Weighted- Average Exercise Price, Granted"
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}
},
"localname": "ShareBasedCompensationArrangementsByShareBasedPaymentAwardOptionsGrantsInPeriodWeightedAverageExercisePrice",
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"http://www.aditat.com./role/ScheduleofnonvestedoptionTable"
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"xbrltype": "perShareItemType"
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"us-gaap_SharebasedCompensationArrangementBySharebasedPaymentAwardFairValueAssumptionsExpectedTerm1": {
"auth_ref": [
"r250",
"r260"
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"lang": {
"en-us": {
"role": {
"documentation": "Expected term of award under share-based payment arrangement, in 'PnYnMnDTnHnMnS' format, for example, 'P1Y5M13D' represents reported fact of one year, five months, and thirteen days.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Fair Value Assumptions, Expected Term",
"terseLabel": "Expected life in years"
}
}
},
"localname": "SharebasedCompensationArrangementBySharebasedPaymentAwardFairValueAssumptionsExpectedTerm1",
"nsuri": "http://fasb.org/us-gaap/2021-01-31",
"presentation": [
"http://www.aditat.com./role/ScheduleofstockoptiongrantedwasestimatedusingtheBlackScholesassumptionTable"
],
"xbrltype": "durationItemType"
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"us-gaap_SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsNonvestedOptionsForfeitedNumberOfShares": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Number of non-vested options forfeited.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Options, Nonvested Options Forfeited, Number of Shares",
"terseLabel": "Unvested shares"
}
}
},
"localname": "SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsNonvestedOptionsForfeitedNumberOfShares",
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"xbrltype": "sharesItemType"
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"us-gaap_SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsVestedNumberOfShares": {
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"lang": {
"en-us": {
"role": {
"documentation": "Number of options vested.",
"label": "Share-based Compensation Arrangement by Share-based Payment Award, Options, Vested, Number of Shares",
"negatedLabel": "Number, Vested"
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"localname": "SharebasedCompensationArrangementBySharebasedPaymentAwardOptionsVestedNumberOfShares",
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"xbrltype": "sharesItemType"
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"us-gaap_SharesIssued": {
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"r219"
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"lang": {
"en-us": {
"role": {
"documentation": "Number of shares of stock issued as of the balance sheet date, including shares that had been issued and were previously outstanding but which are now held in the treasury.",
"label": "Shares, Issued",
"terseLabel": "Common stock, shares convertible"
}
}
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"localname": "SharesIssued",
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"presentation": [
"http://www.aditat.com./role/StockholdersEquityDetails"
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"xbrltype": "sharesItemType"
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"us-gaap_SharesIssuedPricePerShare": {
"auth_ref": [],
"lang": {
"en-us": {
"role": {
"documentation": "Per share or per unit amount of equity securities issued.",
"label": "Shares Issued, Price Per Share",
"terseLabel": "Common stock price per share (in Dollars per share)"
}
}
},
"localname": "SharesIssuedPricePerShare",
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"http://www.aditat.com./role/ConvertibleNotePayableDetails"
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"xbrltype": "perShareItemType"
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"us-gaap_SharesOutstanding": {
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"lang": {
"en-us": {
"role": {
"documentation": "Number of shares issued which are neither cancelled nor held in the treasury.",
"label": "Shares, Outstanding",
"periodEndLabel": "Balance (in Shares)",
"periodStartLabel": "Balance (in Shares)"
}
}
},
"localname": "SharesOutstanding",
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],
"xbrltype": "sharesItemType"
},
"us-gaap_SignificantAccountingPoliciesTextBlock": {
"auth_ref": [
"r71",
"r78"
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"lang": {
"en-us": {
"role": {
"documentation": "The entire disclosure for all significant accounting policies of the reporting entity.",
"label": "Significant Accounting Policies [Text Block]",
"terseLabel": "SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES"
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"localname": "SignificantAccountingPoliciesTextBlock",
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],
"xbrltype": "textBlockItemType"
},
"us-gaap_StatementClassOfStockAxis": {
"auth_ref": [
"r16",
"r17",
"r18",
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"http://www.aditxt.com./role/ScheduleofanalysisofthestockoptiongrantactivityundertheplanTable",
"http://www.aditxt.com./role/ScheduleofnonvestedoptionTable",
"http://www.aditxt.com./role/StockholdersEquityDetails",
"http://www.aditxt.com./role/SubsequentEventsDetails"
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"terseLabel": "Treasury stock"
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"label": "Variable Interest Entity, Nonconsolidated, Comparison of Carrying Amount of Assets and Liabilities to Maximum Loss Exposure",
"terseLabel": "Exercise price (in Dollars)"
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"r79": {
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"Paragraph": "23",
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"r8": {
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"Section": "45",
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"r80": {
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"r81": {
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"Paragraph": "5",
"Publisher": "FASB",
"Section": "45",
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"r82": {
"Name": "Accounting Standards Codification",
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"r83": {
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"r84": {
"Name": "Accounting Standards Codification",
"Paragraph": "11",
"Publisher": "FASB",
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"r85": {
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"r86": {
"Name": "Accounting Standards Codification",
"Paragraph": "3",
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"Section": "50",
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"r88": {
"Name": "Accounting Standards Codification",
"Paragraph": "7",
"Publisher": "FASB",
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"r89": {
"Name": "Accounting Standards Codification",
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"r90": {
"Name": "Accounting Standards Codification",
"Paragraph": "9",

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"r91": {
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"r92": {
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"r93": {
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"Publisher": "FASB",
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"r94": {
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"r95": {
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"r96": {
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"Publisher": "FASB",
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"r97": {
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"r99": {
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