

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): August 13, 2025

Celularity Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-38914
(Commission
File Number)

83-1702591
(IRS Employer
Identification No.)

170 Park Ave
Florham Park, New Jersey
(Address of principal executive offices)

07932
(Zip Code)

Registrant's telephone number, including area code: (908) 768-2170

N/A

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

| Title of each class | Trading Symbol(s) | Name of each exchange on which registered |
|---|-------------------|---|
| Class A Common Stock, \$0.0001 par value per share | CELU | The Nasdaq Stock Market LLC |
| Warrants, each exercisable for one-tenth of one share of Class A Common Stock at an exercise price of \$11.50 per share | CELUW | The Nasdaq Stock Market LLC |

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

Emerging growth company X

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

Item 1.01 Entry into a Material Definitive Agreement

Asset Purchase Agreement

On August 13, 2025 (the "Effective Date"), Celularity Inc. (the "Company") entered into an asset purchase agreement (the "APA") with Celeniv Pte. Ltd. ("Celeniv"). Pursuant to the APA, the Company agreed to sell to Celeniv certain Purchased IP (as defined in the APA) exclusive of the Excluded Assets (as defined in the APA) and Excluded Liabilities (as defined in the APA) for a purchase price of \$33,812,230 (the "Purchase Price"). The Company used the Purchase Price to satisfy, in full, the following obligations: (i) the loan in the principal amount of \$27,000,000 outstanding pursuant to that certain Second Amended and Restated Loan Agreement, dated as of January 12, 2024 by and between (among others) the Company and Resorts World Inc. Pte. Ltd. ("RWI"), subsequently assigned by RWI to Celeniv and (ii) the loan in the principal amount of \$6,812,230 evidenced by that certain promissory note dated as of July 21, 2025, issued by the Company to Tan Sri Dato Lim Kok Thay, ("Mr. Lim"), and subsequently assigned by Mr. Lim to Celeniv.

The APA contains customary representations, warranties and covenants. The APA also contains customary indemnification provisions by the Company and Celeniv in favor of one another.

The foregoing description of the APA does not purport to be complete and is qualified, in its entirety, by reference to the full text of the APA, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

License Agreement

In connection with the APA, on the Effective Date the Company entered into a license agreement (the "License Agreement") with Celeniv pursuant to which Celeniv

granted the Company an exclusive, irrevocable, worldwide, royalty-bearing, sublicensable license (i) under the Licensed Patents (as defined in the License Agreement) and Patents (as defined in the License Agreement) within Improvements (as defined in the License Agreement), (ii) under the Licensed Know-How (as defined in the License Agreement) and Know-How (as defined in the License Agreement) within Improvements and (iii) to the Licensed Marks (as defined in the License Agreement) to use, improve, modify, advance, practice and otherwise Exploit (as defined in the License Agreement) any Products (as defined in the License Agreement). Pursuant to the License Agreement, the Company shall pay Celeniv a royalty in an amount equal to a low double digit percentage of the Purchase Price payable in quarterly installments (the "Quarterly Payments") commencing on the one year anniversary of the Effective Date through the earlier of (A) the closing of the Asset Purchase (as defined herein) and (B) the expiration of the Term (as defined herein) (including the Negotiation Period (as defined herein)).

Pursuant to the License Agreement, the Company has the option (the "Option") to purchase from Celeniv all (and not any part) of Celeniv's right, title and interest in the Licensed Technology (as defined in the License Agreement) and Licensed Marks ("Asset Purchase"). The Option shall be in effect for a period of five years from the Effective Date (the "Option Period"). The purchase price for the Asset Purchase shall be as follows: (i) if the Option is exercised on or prior to the one year anniversary of the Effective Date, the purchase price shall be a mid eight digit amount (the "Option Purchase Price") and (ii) if the Option is exercised after the one year anniversary of the Effective Date, the purchase price shall be the Option Purchase Price, plus an amount equal to a low double digit percentage of the Purchase Price, plus the amount of any Quarterly Payments (and penalty interest if any) accrued but unpaid through the date of the closing. If the Company does not exercise the Option before the end of the Option Period, the Option shall lapse and the Term of the License Agreement shall automatically extend for 90 days (the "Negotiation Period"). If the Option is exercised during the Option Period, the Term of the License Agreement shall be extended through the closing of the Asset Purchase.

Unless terminated earlier or otherwise extended pursuant to the terms of the License Agreement, the License Agreement shall terminate on the fifth anniversary of the Effective Date (the "Term"). Celeniv may terminate the License Agreement (i) if the Company breaches the terms thereof, unless such breach is cured within 60 days of the receipt of written notice of the breach from Celeniv or (ii) immediately in the event that any action is taken by the Company or its creditors to effectuate the Company's liquidation, dissolution or winding-up. The License Agreement will automatically terminate upon the closing of the Asset Purchase or may be terminated upon mutual agreement of the parties.

-2-

The foregoing description of the License Agreement does not purport to be complete and is qualified, in its entirety, by reference to the full text of the License Agreement, a copy of which is attached as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 8.01 Other Events

On August 18, 2025, the Company issued a press release announcing, among other things, the sale of its intellectual property to Celeniv pursuant to the APA, the license by Celeniv of certain intellectual property to the Company pursuant to the License Agreement, the extinguishment of all outstanding debt, including interest accrued thereon, payable to two of the Company's senior secured lenders and the creation of four wholly-owned operating subsidiaries for the Company's four commercial businesses. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Cautionary Statement Regarding Forward-Looking Statements

This Current Report on Form 8-K contains "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995 that are subject to risks and uncertainties and are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, and other related federal securities laws. Words such as "anticipate," "believe," "estimate," "expect," "intend," "plan," and "project" and other similar words and expressions are intended to signify forward-looking statements. Forward-looking statements by their nature address matters that are, to different degrees, uncertain, including information regarding (i) the satisfaction of the conditions to the closing of the transactions (the "Transactions") contemplated by the APA and License Agreement (collectively, the "Transaction Documents"), (ii) the expected occurrence of such closing and the timing thereof, and (iii) the expected benefits to the Company from the Transactions that may or may not be realized within the expected time periods. Forward-looking statements are based on assumptions as of the time they are made and are subject to risks, uncertainties and other factors that are difficult to predict with regard to timing, extent, likelihood and degree of occurrence, which could cause actual results to differ materially from anticipated results expressed or implied by such forward-looking statements. The Company undertakes no obligation to update any such forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law. Further information regarding the Company's risk factors is contained in the Company's filings with the Securities and Exchange Commission (the "SEC"), including its Annual Report on Form 10-K for the year ended December 31, 2024 and other filings with the SEC. forward-looking statement made by the Company in this Current Report on Form 8-K or the exhibits attached hereto speaks only as of the date on which it is made.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

| Exhibit No. | Description |
|-------------|---|
| 10.1 | Asset Purchase Agreement dated as of August 13, 2025 by and between the Company and Celeniv Pte. Ltd. |
| 10.2# | License Agreement dated as of August 13, 2025 by and between the Company and Celeniv Pte. Ltd. |
| 99.1 | Press release dated August 18, 2025 |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

Pursuant to Item 601(b)(10) of Regulation S-K, certain confidential portions of this exhibit were omitted by means of marking such portions with an asterisk because such information is both not material and is the type that the Company treats as private or confidential.

-3-

SIGNATURES

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

CELULARITY INC.

Dated: August 18, 2025

By: /s/ Robert J. Hariri
Name: Robert J. Hariri, M.D., Ph.D.
Title: Chairman and CEO

-4-

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement (this “**Agreement**”) is made effective as of August 13, 2025 (the “**Effective Date**”) by and between Celularity Inc., a Delaware corporation (“**Seller**”), and Celeniv Pte. Ltd., a Singapore company (“**Buyer**”). Seller and Buyer are each hereafter referred to individually as a “**Party**” and together as the “**Parties**”.

WHEREAS, Seller desires to sell, and Buyer desires to purchase, the Purchased IP Assets (as defined below) in accordance with the terms and conditions set forth in this Agreement.

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

1. DEFINITIONS

Whenever used in the Agreement with an initial capital letter, the terms defined in this Article 1 shall have the meanings specified.

1.1 “**Affiliate**” shall mean any corporation, firm, limited liability company, partnership or other entity that directly controls or is controlled by a Party to this Agreement. For purposes of this Section 1.1, “control” means ownership, directly or indirectly through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

1.2 “**Applicable Law**” shall mean, with respect to any Person, any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, rule, regulation, statute or treaty, in each of the foregoing cases, as amended or may be amended, to the extent applicable to such Person.

1.3 “**CFIUS**” shall mean the Committee on Foreign Investment in the United States or any U.S. Governmental Entity acting in its capacity as a member of CFIUS.

1.4 “**CFIUS LOA**” shall mean that certain Letter of Assurance dated as of October 15, 2018, by and among CFIUS, Seller and Dragasac Limited.

1.5 “**CFIUS Protected Data and Materials**” shall mean, collectively, the Deidentified Protected Material, the Protected Data and the Protected Material, each as defined and described in the CFIUS LOA.

1.6 “**Closing**” shall have the meaning set forth in Section 3.2.1.

1.7 “**Closing Date**” shall have the meaning set forth in Section 3.2.1.

1.8 “**Confidential Information**” shall mean with respect to a Party (the “**Receiving Party**”), all information which is disclosed by the other Party (the “**Disclosing Party**”) to the Receiving Party hereunder or to any of its employees, consultants, Affiliates, licensees or sublicensees, except to the extent that the Receiving Party can demonstrate by written record or other suitable physical evidence that such information, (a) as of the date of disclosure is demonstrably known to the Receiving Party or its Affiliates other than by virtue of a prior confidential disclosure to such Party or its Affiliates; (b) as of the date of disclosure is in, or subsequently enters, the public domain, through no fault or omission of the Receiving Party; (c) is obtained from a Third Party having a lawful right to make such disclosure free from any obligation of confidentiality to the Disclosing Party; or (d) is independently developed by or for the Receiving Party without reference to or reliance upon any Confidential Information of the Disclosing Party; provided, however, that with respect to the Purchased IP Assets, Seller shall be deemed to be the Receiving Party as of the Closing.

1.9 “**Consent**” shall mean any approval, consent, ratification, permission, waiver, order and authorization (including any Governmental Authorization).

1.10 “**Encumbrance**” shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, intangible property right, claim, infringement, option, right of first refusal, preemptive right, community property interest or restriction of any nature (including any restriction on the voting of any security or restriction on the transfer, use or ownership of any security or other asset).

1.11 “**Excluded Liabilities**” shall have the meaning set forth in Section 2.3.

1.12 “**Governmental Authorization**” shall mean any permit, license, approval, certificate, franchise, permission, clearance, registration, filing, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Entity or pursuant to any Applicable Law.

1.13 “**Governmental Entity**” shall mean any court, arbitral tribunal, administrative agency or commission or other governmental, quasi-governmental or regulatory authority, agency or instrumentality, including without limitation, foreign regulatory authorities.

1.14 “**ICC**” shall have the meaning set forth in Section 8.3.

1.15 “**Intellectual Property**” shall mean all intellectual property (including all worldwide rights, title and interests associated with or arising out of such intellectual property), including Patents, Trademarks and Know-How, and all claims for damages by reason of past, present or future infringement, dilution or misappropriation thereof, with the right to sue for, and collect the same.

1.16 “**Know-How**” shall mean any proprietary scientific or technical information, results and data of any type whatsoever, in any tangible or intangible form whatsoever, including databases, practices, methods, techniques, specifications, formulations, formulae, knowledge, know-how, skill, experience, test data (including pharmacological, medicinal chemistry, biological, chemical, biochemical, toxicological and clinical test data), analytical and quality control data, stability data, studies and procedures, and manufacturing process and research and development information, results and data, in each case that is related to the Purchased Patents.

1.17 “**Liabilities**” shall mean any liability or obligation of any kind, character or description, whether known or unknown, absolute or contingent, matured or unmatured, disputed or undisputed, secured or unsecured, conditional or unconditional, accrued or unaccrued, liquidated or unliquidated, vested or unvested, joint or several, due or to become due, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on financial statements.

1.18 “**Loan Agreement**” shall have the meaning set forth in Section 3.1.1(a).

1.19 “**Order**” shall mean any order, writ, injunction, judgment, decree, ruling or award of any arbitrator or any court or other Governmental Entity.

1.20 “**Patent Assignment**” shall have the meaning set forth in Section 3.2.2(a).

1.21 “**Patents**” shall mean patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications whether published or unpublished, worldwide, (including additions, provisional, national, regional and international applications, as well as original, continuation, continuation-in-part, divisionals, continued prosecution applications, reissues, and re-examinations), patent or invention disclosures, registrations, applications for registrations and any rights of priority, term extension or other governmental action or grant of rights or rights which provides rights beyond the original expiration date of any of the foregoing, including patent term extensions and supplementary protection certificates and the like, and any renewals, substitutions, confirmation patents, registration patents, invention certificates, patents of addition and the like.

1.22 “**Permitted Encumbrance**” shall mean (a) License Agreement, dated August 15, 2017, by and between Celgene Corporation (now Bristol Myers Squibb) and Anthrogenesis Corp; and (b) Amended and Restated Distribution and Manufacturing Agreement between Licensee and Genting Innovation Pte Ltd dated as of June 14, 2023, as amended from time to time.

1.23 “**Person**” shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Entity.

1.24 “**Pre-Closing Tax Period**” shall mean any tax period (or portion of any Straddle Period) ending on or before the Closing Date.

1.25 “**Proceeding**” shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding), inter partes review, hearing, inquiry, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any court, arbitrator, arbitration panel or other Governmental Entity.

1.26 “**Purchased IP Assets**” shall have the meaning set forth in Section 2.1.

1.27 “**Purchased Know-How**” shall mean all of the Know-How owned, purported to be owned and acquired by Seller or any of its Affiliates as of the Effective Date; *provided, however*, that the “Purchased Know-How” shall exclude any CFIUS Protected Data and Material, none of which shall be disclosed to, shared with or assigned or transferred by Seller or its Affiliates to Buyer.

1.28 “**Purchased Patents**” shall mean all of the Patents owned, purported to be owned or acquired by Seller or any of its Affiliates, as of the Effective Date, including the existing issued Patents and Patent applications as of the Effective Date identified on Schedule 1 attached hereto; *provided, however*, that the “Purchased Patents” shall exclude any CFIUS Protected Data and Material, none of which shall be disclosed to, shared with or assigned or transferred by Seller or its Affiliates to Buyer.

1.29 “**Purchased Trademarks**” shall mean all of the Trademarks owned, purported to be owned or acquired by Seller or any of its Affiliates, as of the Effective Date including the registered Trademarks and Trademark registration applications identified on Schedule 1 attached hereto.

1.30 “**Seller Taxes**” shall mean any (a) Taxes attributable to, levied or imposed upon the Purchased IP Assets for any Pre-Closing Tax Period (and with respect to any Straddle Period, allocated in accordance with Section 3.1.2), (b) any Taxes of Seller (including Taxes imposed on amounts payable under this Agreement) and (c) any Transfer Taxes.

3

1.31 “**Solvent**” shall mean, with respect to Seller on a particular date, that on such date (a) the present fair salable value of the property and assets of Seller exceeds the Liabilities of Seller; (b) the present fair salable value of the property and assets of Seller is greater than the amount that will be required to pay the Liabilities of Seller; as such Liabilities become absolute and matured, (c) Seller does not intend to incur, or believe (nor should it reasonably believe) that it will incur, Liabilities beyond its ability to pay such Liabilities as they become absolute and matured, and (d) Seller does not have unreasonably small capital with which to conduct the business in which it is engaged as such business is now conducted and is proposed to be conducted. The amount of contingent liabilities at any time shall be computed as the amount that, in the light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured liability.

1.32 “**Straddle Period**” shall mean any taxable year or period beginning on or before and ending after the Closing Date.

1.33 “**Tax Return**” shall mean any return, report, information return or other document (including any related or supporting information and any schedules thereto) filed or required to be filed in connection with the determination, assessment or collection of any Taxes or the administration of any laws, regulations or administrative requirements relating to Taxes, including any amendment thereof.

1.34 “**Taxes**” shall mean all federal, state, local or non-U.S. taxes, including income, franchise, capital stock, real property, personal property, escheat, unclaimed property, environmental, alternative minimum, tangible, withholding, employment, payroll, social security, social contribution, unemployment compensation, disability, stamp, transfer, registration, sales, use, excise, gross receipts, value-added, ad valorem, and all other taxes, whether disputed or not, and any interest, penalties or additions to tax (including any amount on account of the failure to file any tax return) imposed by any Governmental Entity with respect to any taxes and any liability for the payment of amounts with respect to the foregoing pursuant to any contract or agreement, as a transferee or successor (including under any bulk-transfer laws) or otherwise by operation of law.

1.35 “**Third Party**” shall mean any Person other than Buyer, Seller and their respective Affiliates.

1.36 “**Trademark Assignment**” shall have the meaning set forth in Section 3.2.2(b).

1.37 “**Trademarks**” shall mean United States, state and foreign trademarks, service marks, logos, trade dress, trade names, and other source or business identifiers, whether registered or unregistered, and pending applications to register the foregoing, together with all goodwill of the business associated therewith, excluding Internet domain names.

1.38 “**Transaction Documents**” shall mean, collectively, this Agreement, the Patent Assignment, the Trademark Assignment, the License Agreement, and the other documents, instruments and agreements contemplated to be entered into in connection with the transactions contemplated hereby.

1.39 “**Transfer Taxes**” shall have the meaning set forth in Section 3.1.2.

4

2. SALE AND PURCHASE OF ASSETS

2.1 **Sale and Purchase of IP Assets.** Subject to the terms and conditions of this Agreement, at the Closing, Seller shall, and shall cause each of its Affiliates to, sell, transfer, convey, assign and deliver to Buyer, and Buyer shall purchase, acquire and accept from Seller, free and clear from any Encumbrance, other than Permitted

Encumbrances, all right, title and interest of Seller and its Affiliates in and to the Purchased Patents, the Purchased Trademarks, the Purchased Know-How and all other Intellectual Property, whether or not registered, granted, renewed and under application for registration, or howsoever subsisting in any jurisdiction, and any enhancements, developments, improvements or modifications to the foregoing, excluding any CFIUS Protected Data and Material, none of which shall be disclosed to, shared with or assigned or transferred by Seller or its Affiliates to Buyer (the “**Purchased IP Assets**”).

2.2 Excluded Assets. Notwithstanding anything to the contrary in this Agreement, neither Seller nor any of its Affiliates shall sell, transfer or assign, and Buyer shall not purchase, acquire or accept, any right, title or interest of Seller or its Affiliates in any of their domain names or any other assets not specifically identified in this Agreement, including any CFIUS Protected Data and Material (the “**Excluded Assets**”).

2.3 Excluded Liabilities. Notwithstanding anything to the contrary in this Agreement, Buyer shall not assume, nor shall Buyer be or become responsible for, or obligated to pay, perform or otherwise discharge, any Liabilities of Seller or any of its Affiliates, including, without limitation, any Liabilities of Seller or any of its Affiliates arising out of or relating to the ownership or use of the Purchased IP Assets prior to the Closing Date, including any Seller Taxes, or any Liabilities that do not arise out of or relate to the Purchased IP Assets (collectively, the “**Excluded Liabilities**”).

2.4 Assignment of Certain Purchased IP Assets.

(a) Notwithstanding the foregoing, this Agreement shall not constitute a sale, conveyance, assignment, transfer or delivery of any Purchased IP Asset if an attempted sale, conveyance, assignment, transfer or delivery thereof, or an agreement to do any of the foregoing, without the Consent of a Third Party (including any Governmental Entity), would constitute a breach or other contravention thereof or a violation of any Applicable Law (each such Purchased IP Asset, claim, right or benefit, a “**Non-Transferable IP Asset**”).

(b) If, on the Closing Date, any such Consent is not obtained and an attempted sale, conveyance, assignment, transfer or delivery thereof would constitute a violation of any Applicable Law, Seller and its applicable Affiliates shall use commercially reasonable efforts to obtain, at Seller's cost and expense, any such Consent as promptly as practicable, and upon receipt of such Consent, such Non-Transferable IP Asset shall automatically be sold, conveyed, assigned, transferred and delivered to Buyer as otherwise contemplated by this Agreement, and Seller and its applicable Affiliates shall promptly execute and deliver such documents and instruments as may be reasonably requested by Buyer to evidence such sale, conveyance, assignment, transfer and delivery of such Non-Transferable IP Asset to Buyer (or Buyer's applicable Affiliates). From and after the Closing and prior to having the ability to convey a Non-Transferable IP Asset as provided in this Section 2.4, to the extent practicable and in compliance with any Applicable Law and the terms of the applicable Non-Transferable IP Asset, Seller and its applicable Affiliates shall work in good faith with Buyer to provide Buyer (or Buyer's Affiliates) with a reasonable arrangement designed to provide Buyer with the benefits of such Non-Transferable IP Asset in accordance with this Agreement as if such Non-Transferable IP Asset had been sold, conveyed, assigned, transferred or delivered at the Closing as contemplated by this Agreement, including by means of subcontracting, sublicensing or subleasing to Buyer (or its applicable Affiliates). Nothing in this Section 2.4 shall relieve Seller of its obligations or affect the conditions set forth in Section 6.2.

5

3. CONSIDERATION AND CLOSING

3.1 Consideration.

3.1.1 Consideration. As total consideration for the Purchased IP Assets amounting to US\$33,812,230, effective as of the Closing (as defined below):

(a) Parties agree that, effective upon the transfer of the Purchased IP Assets to Buyer at the Closing in accordance with this Agreement, without further action of the Parties:

(i) the principal amount equal to US\$27,000,000 of the loan outstanding as of the Closing Date under the Second Amended and Restated Loan Agreement, dated as of January 12, 2024 (as amended, restated, supplemented or otherwise modified through the Closing Date, the “**Loan Agreement**”), by and between (among others) Seller and Resorts World Inc. Pte. Ltd., a Singapore company (“**RWI**”), which has been assigned by RWI to Buyer, shall be deemed satisfied in full; and

(ii) the principal amount equal to US\$6,812,230 of the indebtedness outstanding as of the Closing Date under the Promissory Note dated as of July 21, 2025, issued by Seller to Lim Kok Thay (“**Lim**”), which has been assigned by Lim to Buyer, shall be deemed satisfied in full.

(b) Seller shall be authorized to file a termination with respect to the following UCC financing statements filed to perfect the security interests granted pursuant to the Loan Agreement: the financing statement filed in the Delaware Department of State, Filing Number 2023 3677159, naming Seller as the debtor and RWI as the secured party, and the financing statement filed in the Delaware Department of State, Filing Number 2024 0307148, naming Seller as the debtor and RWI as the secured party.

3.1.2 Taxes. Seller and Buyer shall each be responsible for 50% of the payment of, and Seller shall pay when due and shall indemnify Buyer against, all applicable Taxes, including any sales, use, consumption, withholding, excise or transfer Taxes and other Taxes associated with payments to Seller under this Agreement (“**Transfer Taxes**”). The Parties shall use commercially reasonable efforts to cooperate and take all reasonable steps to timely file any Tax Return or other document with respect to such Transfer Taxes required to be filed with respect thereto. In addition, each Party shall be responsible for paying their own income Taxes and be responsible for filing their own income Tax Returns with respect to Taxes arising in connection with this Agreement. For purposes of this Agreement, the determination of Taxes for the portion of any Straddle Period ending on and including the Closing Date shall be determined on a closing-of-the-books basis by assuming that the Straddle Period consisted of two taxable years or periods, one of which ended at the close of the Closing Date and the other of which began at the beginning of the day following the Closing Date (with depreciation, allowances, deductions or Taxes that are calculated on an annual or periodic basis, such as property Taxes, apportioned on a daily basis).

3.1.3 Transfer Costs. Seller shall be responsible for the costs of transferring and delivering the Purchased IP Assets to Buyer, except that Buyer shall bear the costs relating to the recordation of the assignment of any Purchased IP Asset with the Governmental Entity of competent jurisdiction if Buyer elects, in its sole discretion, to make such recordation.

3.2 Closing.

3.2.1 Closing Date. The closing of the purchase and sale contemplated by this Agreement (the “**Closing**”) shall take place remotely via the exchange of documents and signatures by electronic mail on or before August 15, 2025, or such other date as shall be agreed upon by Buyer and Seller, upon the execution and delivery by Seller and Buyer of the deliverables identified below. The time and date on which the Closing is actually held is referred to herein as the “**Closing Date**.”

6

3.2.2 Seller's Closing Deliveries. At the Closing, Seller shall take all steps necessary to place Buyer in actual possession and control of the Purchased IP Assets, all of which shall be in form and substance attached as an exhibit to this Agreement or otherwise mutually agreed upon by Buyer and Seller:

(a) A patent assignment, substantially in the form of Exhibit A hereto (the “**Patent Assignment**”);

(b) A trademark assignment, substantially in the form of Exhibit B hereto (the “**Trademark Assignment**”);

(c) A License Agreement, substantially in the form of Exhibit C hereto (the “**License Agreement**”); and

(d) A properly executed and completed IRS Form W-9 from Seller.

3.2.3 **Buyer's Closing Deliveries.** At the Closing, Buyer shall deliver the following items, duly executed by Buyer, as applicable, all of which shall be in form and substance attached as an exhibit to this Agreement or otherwise mutually agreed upon by Buyer and Seller:

(a) The Patent Assignment;

(b) The Trademark Assignment; and

(c) The License Agreement.

4. TREATMENT OF CONFIDENTIAL INFORMATION

4.1 **Confidentiality Obligations.** Seller and Buyer each recognize that the other Party's Confidential Information constitutes highly valuable and proprietary confidential information. Seller and Buyer each agree that it will keep confidential, and will cause its employees, consultants, Affiliates, licensees and sublicensees to keep confidential, all Confidential Information of each other Party, including, without limitation, the terms and existence of this Agreement. Neither Seller nor Buyer nor any of their respective employees, consultants, Affiliates, licensees or sublicensees shall use or disclose Confidential Information of each other Party for any purpose whatsoever other than exercising any rights granted to it or reserved by it hereunder. Without limiting the foregoing, each Party may disclose information to the extent such disclosure is reasonably necessary to (a) file and prosecute patent applications and/or maintain patents which are filed or prosecuted in accordance with the provisions of this Agreement, or (b) file, prosecute or defend litigation in accordance with the provisions of this Agreement or (c) comply with Applicable Law or court orders; *provided, however*, that if a Party is required to make any such disclosure of the other Party's Confidential Information in connection with any of the foregoing, it will give reasonable advance notice to the other Party of such disclosure requirement and will use reasonable efforts to assist such other Party in efforts to secure confidential treatment of such information required to be disclosed. Notwithstanding the foregoing, from and after the Closing Date, Buyer may use or disclose all of the documents, materials and information included in the Purchased IP Assets or otherwise related to the Purchased IP Assets (the “**Buyer Confidential Information**”) and its confidentiality obligations to Seller shall terminate with respect to such Buyer Confidential Information obtained from Seller. From and after Closing, all Buyer Confidential Information shall solely and exclusively vest with Buyer, and notwithstanding any conflicting provision of this Section 4, Seller and its Affiliates and their respective Representatives will be obligated to maintain the confidentiality of any of such Buyer Confidential Information.

7

4.2 **Publicity.** Neither Seller nor Buyer may publicly disclose the existence or terms or any other matter of fact regarding this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; *provided, however*, that (a) each Party may make such a disclosure to the minimum extent required by law or by the requirements of any nationally recognized securities exchange, quotation system or over-the-counter market on which such Party has its securities listed or traded, or (b) each Party may disclose the existence and high level terms (including without limitation high level financial terms) of this Agreement to any investors, prospective investors, lenders and other potential financing sources, and may provide a copy of this Agreement to any such Persons who have executed a non-disclosure agreement with respect to such copy. In the event that such disclosure is required as aforesaid, the disclosing Party shall make reasonable efforts to provide the other Party with notice beforehand and to coordinate with the other Party with respect to the wording, content, scope and timing of any such disclosure.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Seller Representations.** Seller represents and warrants to Buyer, as of each of the Effective Date and the Closing Date, that:

(a) Seller has been duly organized, and is validly existing and in good standing in the State of Delaware. Seller has corporate or other organizational power and authority: (i) to conduct its business in the manner in which such business is currently being conducted; (ii) to own and use its assets in the manner in which its assets are currently owned and used to conduct its business in the manner in which such business is currently being conducted. Seller is qualified, licensed or admitted to do business as a foreign corporation, and is in good standing (or its equivalent), under the laws of all jurisdictions where the property owned, leased or operated by it or the nature of its business requires such qualification, license or admission.

(b) Seller has the full right, power, capacity and legal authority to enter into this Agreement and the other Transaction Documents, to consummate the transactions contemplated herein and therein and to perform its obligations hereunder and thereunder without violating the rights of any Third Party and no Consent is required in connection with the execution, delivery and performance by either Seller of this Agreement or other Transaction Documents to which it is a party or the consummation by Seller of the transactions contemplated hereby or thereby.

(c) This Agreement and the other Transaction Documents are legal and valid obligations binding upon Seller and enforceable in accordance with their terms, and the execution, delivery and performance of this Agreement and the other Transaction Documents by Seller does not violate, breach, contravene, or conflict with any of the provisions of the certificate of incorporation, certificate of formation, bylaws, operating agreement or membership agreement (or equivalent governing documents) of Seller, or any resolution adopted by the shareholders, board of directors or any committee of the board of directors (or similar body) of Seller, or any contract, agreement, instrument or understanding to which Seller is a party or by which Seller is bound.

(d) Unless otherwise stated in Schedule 1, Seller (i) owns all right, title and interest in the Purchased IP Assets and (ii) has good and marketable title to all of the Purchased IP Assets, free and clear of any Encumbrances as of the Closing, other than the Permitted Encumbrances. Other than Seller and except for the Permitted Encumbrances, no other Person has any right, title or interest in or to the Purchased IP Assets.

8

(e) To Seller's knowledge, the Purchased IP Assets do not infringe any intellectual property rights of any Third Party, including but not limited to patents, copyrights, trademarks, trade secrets, or other proprietary rights.

(f) There are no prior, existing, or currently pending, or to Seller's knowledge, threatened: (i) claims of infringement of the intellectual property rights of any Third Party with respect to the Purchased IP Assets; (ii) challenges to the inventorship, ownership or the validity of the Purchased Patents; or (iii) Proceedings which challenge the validity, enforceability, priority, scope, ownership, or registrability of, or use or right to use, any Purchased Patents or Purchased Trademarks.

(g) No license fees or other payment to any Third Party is required in connection with the use or exploitation of any of the Purchased IP Assets.

(h) The Purchased Patents and Purchased Trademarks identified on Schedule 1 constitute all of the registered and pending applications for intellectual property assets owned by the Seller as of the Effective Date and Closing Date, excluding domain names.

(i) Except for the Permitted Encumbrances, neither Seller nor any of its Affiliates is bound by, and no Purchased IP Asset is subject to, any contract,

agreement, instrument or understanding containing any covenant or other provision that in any way limits or restricts the ability of Seller or Affiliate to own, use, exploit, convey, transfer, make available, assert or enforce any Purchased IP Asset.

(j) Except for the Permitted Encumbrances, none of Seller or any of its Affiliates has entered into any contract, agreement, instrument or understanding pursuant to which any Person has been granted any license by Seller or any of its Affiliates under, or otherwise has received or acquired any right (whether or not currently exercisable and including a right to receive a license) or interest in, any Purchased IP Asset, including any collaboration, research, development, license or strategic alliance agreements, material transfer agreements, services agreements or asset purchase agreements.

(k) Unless otherwise stated in Schedule 1, no Purchased IP Asset has lapsed or been abandoned, disclaimed, dedicated to the public, cancelled, forfeited, in whole or in part by Seller or its Affiliates, and all Purchased Patents and Purchased Trademarks are valid, subsisting and enforceable.

(l) Each inventor named on the Purchased Patents has executed a written valid and enforceable agreement assigning their entire right (including the right to claim priority), title and interest in and to such Purchased Patent, and the inventions embodied and claimed therein, to Seller or its Affiliates, as applicable. No such inventor has any contractual or other obligation that would preclude or render void or voidable any such assignment or otherwise conflict with the obligations of such inventor to Seller or its Affiliates, as applicable.

(m) Seller has the sole and exclusive right to bring actions (at its own expense) for infringement, unauthorized use, or misappropriation of the Purchased IP Asset.

(n) Neither the execution, performance nor delivery of this Agreement or any other Transaction Document nor the consummation of any of the transactions contemplated hereby and thereby will, with or without notice or lapse of time, result in, or give any other Person the right or option to cause or declare: (i) a loss of, or Encumbrance on any Purchased IP Asset; (ii) a breach of or default under, violation of, or right to terminate or suspend performance of any contracts relating to Purchased IP Asset; (iii) the release, disclosure or delivery of any Purchased IP Asset by or to any escrow agent or other Person; (iv) the grant, assignment or transfer to any other Person of any license or other right or interest under, to or in any of the Purchased IP Asset; (v) a payment obligation (including any milestone, royalty payment or revenue sharing) with respect to the Purchased IP Asset; or (vi) by the terms of any such contract, a reduction of any royalties, revenue sharing, or other payments Seller or its Affiliates would otherwise be entitled to with respect to any Purchased IP Asset.

9

(o) To Seller's knowledge, no Person has infringed, misappropriated, or otherwise violated, and no Person is currently infringing, misappropriating, or otherwise violating or threatening to infringe, misappropriate, or otherwise violate, any Purchased IP Asset.

(p) Each of Seller and its Affiliates is, and at all times has been, in compliance in all material respects with, and is not in violation, in any material respect, of, any Applicable Laws or Orders applicable to the Purchased IP Assets. Without limiting the foregoing, (i) each of Seller and its Affiliates has obtained all export and import licenses, license exceptions and other Consents required for (A) the export, import and re-export of products, services, software and technologies, and (B) releases of technologies and software to foreign nationals located in the U.S. and abroad, in each case, as necessary for the ownership and use of the Purchased IP Assets; and (ii) each of Seller and its Affiliates is and has been, in compliance with the terms of all applicable licenses, exceptions and other Consents.

(q) The Purchased IP Assets are not used for, and are not involved in, (i) the production, design, testing, manufacture, fabrication, or development of any critical technologies as that term is defined in 31 C.F.R. § 800.215; (ii) the functions as set forth in column 2 of appendix A to 31 C.F.R. Part 800 with respect to covered investment critical infrastructure, as that term is defined in 31 C.F.R. § 800.212; and (iii) maintaining or collecting sensitive personal data as described in 31 C.F.R. § 800.241, and there is currently no demonstrated business objective that the Purchased IP Assets will be used to maintain or collect such sensitive personal data in the future.

(r) Seller is, and after giving effect to the transactions contemplated by this Agreement and the other Transaction Documents and the currently anticipated use of the proceeds therefrom will be, Solvent.

(s) All material Taxes with respect to the Purchased IP Assets (whether or not shown on any Tax Return) have been timely and properly paid for all taxable periods. Seller and any other person required to file any Tax Return with respect to the Purchased IP Assets have duly and timely filed all such Tax Returns and all such Tax Returns are true, correct, and complete in all material respects. There are no liens for Taxes on any of the Purchased IP Assets. There are no pending or, to the knowledge of Seller, threatened audits, examinations, regulatory or legal proceedings with respect to Taxes, and there are no outstanding waivers or extensions, or requests for waivers or extensions, of statutes of limitations with respect to, Taxes, in each case with respect to any of the Purchased IP Assets. No transaction contemplated by this agreement is subject to any withholding Tax. None of the Purchased IP Assets is properly treated as owned by persons other than the Seller for income Tax purposes.

(t) There is no Proceeding pending or, to Seller's knowledge, threatened against any of Seller or its Affiliates (i) seeking injunctive, declaratory, or other equitable relief or remedy affecting the ownership right of or in any Purchased IP Asset or involving an investigation or suit by any Governmental Entity relating to any Purchased IP Assets; (ii) that seeks to prevent, delay, make illegal or otherwise interfere with, any of the transactions contemplated by this Agreement; or (iii) that relates to the right to receive consideration as a result of this Agreement. No event has occurred, and no claim, dispute or other condition or circumstance exists, that would serve as a basis for the commencement of any such Proceeding. There is no Order to which any of Seller or its Affiliates (with respect to the Purchased IP Assets) or any of the Purchased IP Assets is subject.

10

5.2 Buyer Representations. Buyer represents and warrants to Seller, as of each of the Effective Date and the Closing Date, that:

(a) Buyer has the full right and legal authority to enter into this Agreement and the other Transaction Documents and to consummate the transactions contemplated herein and therein without violating the rights of any Third Party and no consent, approval, license, permit, order, or authorization of, or notice or filing with, any Third Party is required in connection with the execution, delivery and performance by Buyer of this Agreement or the other Transaction Documents to which it is a party or the consummation by Buyer of the transactions contemplated hereby and thereby.

(b) This Agreement and the other Transaction Documents are legal and valid obligations binding upon Buyer and enforceable in accordance with their terms, and the execution, delivery and performance of this Agreement and the other Transaction Documents by the Parties does not conflict with any agreement, instrument or understanding to which Buyer is a party of or by which it is bound.

5.3 No Additional Warranties. EXCEPT AS OTHERWISE SET FORTH HEREIN, EACH PARTY ACKNOWLEDGES AND AGREES THAT ALL ASSETS TRANSFERRED HEREUNDER ARE PROVIDED WITHOUT ANY ADDITIONAL WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. CONDITIONS TO CLOSING.

6.1 Conditions Precedent to Obligations of the Parties. The obligations of the Parties to close are subject to the satisfaction of the following conditions, unless waived by the Parties in writing:

6.1.1 CFIUS. As of the Closing, no declaration or notification of the transactions contemplated by this Agreement is required to be filed with CFIUS under either 31 C.F.R. Part 800, Subparts D or E, as amended, or 31 C.F.R. Part 802, Subparts D or E, as amended.

6.2 Conditions Precedent to Obligations of Buyer. The obligations of Buyer to close are subject to the satisfaction of the following conditions, unless waived by Buyer in writing:

6.2.1 Representations and Warranties. Each of the representations and warranties made by Seller in this Agreement shall have been accurate in all material respects as of the Effective Date and as of the Closing Date as if made on and as of the Closing Date; *provided, however*, that for purposes of determining the accuracy of such representations and warranties, all materiality and similar qualifications limiting the scope of such representations and warranties shall be disregarded.

6.2.2 Performance of Covenants. Each of the covenants and obligations that Seller is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

6.2.3 Approvals. Seller shall have obtained all corporate approvals necessary to enter into and consummate the transactions contemplated by this Agreement and the other Transaction Documents.

6.2.4 Closing Deliveries. Seller shall have delivered to Buyer all of the closing documents and agreements set forth in Section 3.2.2.

11

6.3 Conditions Precedent to Obligations of Seller. The obligations of Seller to close are subject to the satisfaction of the following conditions, unless waived by Seller in writing:

6.3.1 Representations and Warranties. Each of the representations and warranties made by Buyer in this Agreement shall have been accurate in all material respects as of the Effective Date and as of the Closing Date as if made on and as of the Closing Date; *provided, however*, that for purposes of determining the accuracy of such representations and warranties, all materiality and similar qualifications limiting the scope of such representations and warranties shall be disregarded.

6.3.2 Performance of Covenants. Each of the covenants and obligations that Buyer is required to comply with or to perform at or prior to the Closing shall have been complied with and performed in all material respects.

6.3.3 Closing Deliveries. Buyer shall have delivered to Seller all of the closing documents and agreements set forth in Section 3.2.3.

7. INDEMNITY.

7.1 **Buyer Indemnity.** Buyer shall indemnify, defend and hold harmless, and shall pay, compensate and reimburse, Seller, its Affiliates and their respective directors, officers, employees, stockholders and agents and their respective successors, heirs and assigns, from and against any Liability, damage, loss, injury, claim, demand, settlement, judgment, award, fine, penalty, Tax, fee, cost or expense of any nature (including reasonable attorneys' fees and expenses) (collectively, "**Damages**") suffered or incurred by or imposed upon such Persons, or any of them, in connection with any claims, suits, actions, demands or judgments to the extent directly or indirectly arising out of or resulting from Buyer's breach of any of its representations, warranties, covenants or obligations under this Agreement.

7.2 **Seller Indemnity.** Seller shall, severally and jointly, indemnify, defend and hold harmless, and shall pay, compensate and reimburse, Buyer, its Affiliates and their respective directors, officers, employees, stockholders and agents, and their respective successors, heirs and assigns, from and against any Damages suffered or incurred by or imposed upon such Persons, or any of them, in connection with any claims, suits, actions, demands or judgments to the extent directly or indirectly arising out of or resulting from (a) Seller's or its Affiliates' breach of any of its representations, warranties, covenants or obligations under this Agreement or any other Transaction Document, or (b) any Excluded Liability.

7.3 **Indemnification Procedures.** In the event of any claim subject to indemnification under this Article 7 by a Party, the Party seeking indemnification shall notify the indemnifying Party of such claim as soon as reasonably practicable after receiving notice of the claim; provided, the failure to provide such notice shall not relieve the indemnifying Party of its obligations under this Article 7, except to the extent the indemnifying Party is actually and materially prejudiced thereby. The indemnifying Party shall be entitled to assume direction and control of the defense of the claim and the indemnified Party shall cooperate as requested (at the expense of the indemnifying Party) in the defense of the claim. The indemnifying Party may not enter into any settlement of any claim, demand, action or other proceeding without the prior written consent of the indemnified Party, which consent shall not be withheld or delayed unreasonably, unless the settlement is solely for monetary consideration, does not admit any fault or wrongdoing on the part of the indemnified Party or its indemnitees and the indemnifying Party pays all monetary remedies payable thereunder. The indemnified Party shall be entitled to participate in the defense of such claim with counsel of its own choosing, at its own expense.

12

8. MISCELLANEOUS.

8.1 **Notification.** All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by private courier service providing evidence of receipt, (iii) sent by registered or certified mail, return receipt requested, postage prepaid, or (iv) sent by electronic mail or facsimile. All notices, requests and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by private courier, on the day such notice is delivered to the recipient, (iii) if sent by registered or certified mail, on the fifth (5th) business day following the day such mailing is made, or (iv) if sent by electronic mail or facsimile, upon confirmation of transmission.

If to Seller: Celularity Inc.
170 Park Ave.
Florham Park, NJ 07932
Attn: John R. Haines, Senior Executive Vice President, Global Manager and Chief Administrative Officer
Email: john.haines@celularity.com

With a copy to: Sheppard, Mullin, Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10012
Attn: Jeffrey Fessler
Email: jfessler@sheppardmullin.com

If to Buyer: Celeniv Pte. Ltd.
3, Lim Teck Kim Road

#09-02, Genting Centre
Singapore 088934
Attn: Board of Directors
Email: woonyau.hiu@rwi.genting/limch@rwi.genting

With a copy (which shall not constitute notice) to: Sidley Austin LLP
1001 Page Mill Road, Building 1
Palo Alto, California 94304
Attn: Ruchun Ji
Email: rji@sidley.com

8.2 Governing Law. This Agreement will be construed, interpreted and applied in accordance with the laws of the State of New York, USA (excluding its body of law controlling conflicts of law). This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases hereof in the United States of America.

13

8.3 Arbitration. Any dispute, controversy or claim initiated by any Party arising out of, resulting from or relating to this Agreement, or the performance by any Party of its obligations under this Agreement (other than bona fide Third Party actions or proceedings filed or instituted in an action or proceeding by a Third Party against a Party), whether before or after termination of this Agreement, shall be finally resolved by binding arbitration. The arbitration shall be submitted to the International Court of Arbitration of the International Chamber of Commerce ("ICC") and shall be finally settled under the Rules of Arbitration of the ICC. The place and location of the arbitration shall be New York, New York, USA. There shall only be one arbitrator who shall be mutually selected by both Parties. If the Parties are unable to agree, then the International Court of Arbitration shall choose the arbitrator. The language to be used in the arbitral proceeding shall be English. The arbitrator shall have no authority to issue an award that is contrary to the express terms of this Agreement or the laws of the State of New York, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall be specifically empowered to allocate between the Parties the costs of arbitration, as well as reasonable attorneys' fees and costs, in such equitable manner as the arbitrator may determine. The arbitrator shall have the authority to determine issues of arbitrability and to award compensatory damages, but shall not have authority to award punitive or exemplary damages. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either Party shall have the right, without waiving any right or remedy available to such Party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such Party, pending the selection of the arbitrator hereunder or pending the arbitrator's determination of any dispute, controversy or claim hereunder.

8.4 Entire Agreement; Amendment. This Agreement, together with the other Transaction Documents, is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument, signed by duly authorized representatives of the Parties,

8.5 Waiver. The terms or conditions of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The failure of any Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by any Party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

8.6 Assignment. Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred, in whole or part, by any Party without the prior express written consent of the other Parties; *provided, however*, that each Party may, without the written consent of the other Parties, assign this Agreement and its rights and delegate its obligations hereunder to its Affiliates, or in connection with the transfer or sale of all or substantially all of such Party's assets or business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 8.6 shall be void. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

8.7 Construction. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, and the word "or" is used in the inclusive sense (and/or). The words "include", "includes," "including" and "such as" shall be deemed to be followed by the phrase "without limitation". Except as otherwise indicated, all references in this Agreement to "Sections," "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement. All dollars are US Dollars. References to any specific law or article, section or other division thereof, shall be deemed to include the then-current amendments or any replacement law thereto.

14

8.8 Survival. The representations and warranties of Seller in this Agreement shall survive the Closing and shall survive the Closing until the date that is 90 days after the expiration of all applicable statutes of limitations (including any extensions thereof).

8.9 Severability. If any provision(s) of this Agreement are found by any court of competent jurisdiction to be unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

8.10 Transaction Expenses. Except as specifically provided herein, each Party to this Agreement shall bear and pay all fees, costs and expenses that have been incurred or that are incurred in the future by such Party in connection with the transactions contemplated by this Agreement, including all fees, costs and expenses incurred by such Party in connection with or by virtue of: (a) the negotiation, preparation and review of this Agreement, and all agreements, certificates, opinions and other instruments and documents delivered or to be delivered in connection with this Agreement; (b) the preparation and submission of any filing or notice required to be made or given in connection with any of the transactions contemplated herein, and the obtaining of any consent or waiver required to be obtained in connection with this Agreement; and (c) the consummation of the transactions contemplated by this Agreement.

8.11 Further Assurances. Each Party agrees to execute, acknowledge and deliver such further instructions and documents, and to do all such other acts, at any time and from time to time after the Closing, without further consideration, as may be necessary or appropriate in order to (a) carry out the purposes and intent of this Agreement, (b) perfect or record title of Buyer in the Purchased IP Assets, (c) put Buyer in possession of the Purchased IP Assets and (d) provide such other Party in all respects with the intended benefits of this Agreement. In the event that Buyer receives any of the Excluded Assets, Buyer agrees to promptly return or cause the return of such assets to Seller at Seller's sole expense. In the event that Seller or any of its Affiliates retains any of the Purchased IP Assets, Seller agrees to promptly transfer or cause the transfer of such assets to Buyer at Seller's sole expense.

8.12 **Remedies Cumulative; Specific Performance.** Except as expressly set forth in this Agreement, the rights and remedies of the Parties hereto shall be cumulative (and not alternative). The Parties agree that, in the event of any breach or threatened breach by Seller or any of its Affiliates of any covenant, obligation or other provision set forth in this Agreement: (a) Buyer shall be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it) to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach; and (b) Buyer shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or Proceeding.

8.13 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, including, without limitation, DocuSign or similar services, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank]

15

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

BUYER:

Celeniv Pte. Ltd.

By: /s/ Hiu Woon Yau
Name: Hiu Woon Yau
Title: Director

COMPANY:

Celularity Inc.

By: /s/ Robert Hariri
Name: Robert Hariri
Title: CEO

Signature Page to Asset Purchase Agreement

Schedule 1

PURCHASED PATENTS AND PURCHASED TRADEMARKS

[To be attached.]

Exhibit A

PATENT ASSIGNMENT

This Patent Assignment is made and entered into as of August 13, 2025, by and between and among Celularity Inc., a Delaware corporation ("**Assignor**"), and Celeniv Pte. Ltd., a Singapore company ("**Assignee**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Agreement (as defined below).

WHEREAS, Assignors and Assignee are parties to that certain Asset Purchase Agreement, dated as of August 13, 2025 (the "**Agreement**"), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor's right, title and interest in all of the Purchased Patents (as defined in the Agreement) and other related Intellectual Property (as defined in the Agreement) (the "**Purchased Patent Rights**"); and

WHEREAS, Assignee has paid for the Purchased Patent Rights and desires to acquire by formal, recordable assignment the entire right, title and interest in and to the Purchased Patent Rights.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns and transfers to Assignee, the entire right, title and interest, including all rights to sue for past, present, and future infringement, in and to the Purchased Patent Rights in the United States, its territorial possessions, and in all foreign countries (including the right to claim priority under the terms of any international conventions, treaties, or and arrangements from the Purchased Patent Rights) and the entire right, title, and interest in and to any and all Patents which may be granted therefor in the United States, its territorial possessions, and all foreign countries, and in and to any and all divisions, reissues, continuations, continuations-in-part, substitutions, and renewals thereof.

Further, Assignor agrees that, upon request and without further compensation, at its own expenses, it and its legal representatives and assigns will perform all lawful acts, including the execution of papers and the giving of testimony, that might be necessary or desirable for obtaining, sustaining, reissuing or enforcing the Patents in the United States and throughout the world pursuant to the Purchased Patent Rights, and for perfecting, recording or maintaining the title of Assignee, its successors and assigns, to any such Patents in the United States and throughout the world.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted by this Patent Assignment.

Assignor authorizes and requests the Commissioner of Patent Rights and Trademarks of the United States and of all foreign countries to record and register this Patent Assignment upon request by Assignee, and to issue any Patents granted pursuant to the Purchased Patent Rights, to Assignee, its successors and assigns, as the assignee of the entire interest in the Purchased Patent Rights.

[Remainder of page left intentionally blank]

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

ASSIGNOR:

ASSIGNEE:

Celularity Inc.

By: _____
Name: _____
Title: _____

Celeniv Pte. Ltd.

By: _____
Name: _____
Title: _____

Exhibit B

TRADEMARK ASSIGNMENT

This Trademark Assignment (this “**Trademark Assignment**”) is made and entered into as of August 13, 2025, by and between Celularity Inc., a Delaware corporation (“**Assignor**”), and Celeniv Pte. Ltd., a Singapore company (“**Assignee**”).

WHEREAS, Assignor and Assignee have entered into that certain Asset Purchase Agreement, dated as of August 13, 2025 (the “ **Agreement**”), pursuant to which Assignor has agreed to sell, transfer, assign, convey and deliver to Assignee, and Assignee has agreed to purchase and acquire from Assignor, all of Assignor’s right, title and interest in all of the Purchased Trademarks (as defined in the Agreement).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor assigns, quitclaims, transfers and conveys to Assignee all of its right, title and interest in and to the Purchased Trademarks, including without limitation any and all registrations, applications, and/or common law rights for the Purchased Trademarks throughout the world. Assignor hereby authorizes and requests the U.S. Patent and Trademark Office, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Purchased Trademarks and to issue all corresponding registrations to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this Trademark Assignment. Assignor and its successors and assigns shall execute and deliver to Assignee any necessary further documents or instruments and shall take any actions which may be necessary to effect the foregoing assignment or the recordation or perfection thereof.

[Remainder of page left intentionally blank]

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

ASSIGNOR:

Celularity Inc.

By: _____
Name: _____
Title: _____

ASSIGNEE:

Celeniv Pte. Ltd.

By: _____
Name: _____
Title: _____

Exhibit D

LICENSE AGREEMENT

[To be attached]

[*] Certain information in this document has been omitted from this exhibit because it is both (i) not material and (ii) is the type of information that the company treats as private or confidential.

LICENSE AGREEMENT

This License Agreement (this “**Agreement**”) is made effective as of August 13, 2025 (the “**Effective Date**”), by and between Celeniv Pte. Ltd., a Singapore company (“**Licensor**”), and Celularity Inc., a Delaware corporation (“**Licensee**”). Licensor and Licensee are each hereafter referred to individually as a “**Party**” and together as the “**Parties**”.

RECITALS

WHEREAS, on or about the Effective Date, Licensee and Licensor entered into an Asset Purchase Agreement (the “**APA**”), pursuant to which Licensor has acquired the sole and exclusive ownership of, and has the right to license to Licensee, the Licensed Technology and Licensed Marks (each as defined below);

WHEREAS, Licensee desires to exclusively license on a global basis the Licensed Technology and Licensed Marks; and

WHEREAS, Licensee desires to obtain and Licensor desired to grant to Licensee an option to purchase Licensed Technology and Licensed Marks.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

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

1.1 “**Action**” shall mean any action, suit, proceeding, claim, demand, hearing, inquiry, audit or investigation by or before any Governmental Entity, and any other arbitration, mediation or similar proceeding.

1.2 “**Affiliate**” shall mean any corporation, firm, limited liability company, partnership or other entity that directly controls or is controlled by a Party to this Agreement. For purposes of this Section 1.2, “control” means ownership, directly or indirectly through one or more Affiliates, of fifty percent (50%) or more of the shares of stock entitled to vote for the election of directors, in the case of a corporation, or fifty percent (50%) or more of the equity interests in the case of any other type of legal entity, status as a general partner in any partnership, or any other arrangement whereby a Party controls or has the right to control the Board of Directors or equivalent governing body of a corporation or other entity.

1.3 “**Applicable Law**” shall mean, with respect to any Person, any federal, state, local, municipal, foreign, international, multinational or other constitution, law, ordinance, principle of common law, code, rule, regulation, statute or treaty, in each of the foregoing cases, as amended or may be amended to the extent applicable to such Person.

1.4 “**Asset Purchase**” shall have the meaning set forth in Section 5.4.1.

1.5 “**Calendar Quarter**” shall mean the three (3) month period commencing on January 1 and each successive three (3) month period thereafter.

1.6 “**Closing**” shall have the meaning set forth in Section 5.4.5.

-1-

1.7 “**Confidential Information**” shall mean with respect to a Party (the “**Receiving Party**”), all information which is disclosed by the other Party or its Representatives (in the case of Licensor) (the “**Disclosing Party**”) to the Receiving Party hereunder or to any of its employees, consultants, Affiliates, licensees or sublicensees, except to the extent that the Receiving Party can demonstrate by written record or other suitable physical evidence that such information, (a) as of the date of disclosure is demonstrably known to the Receiving Party or its Affiliates other than by virtue of a prior confidential disclosure to such Party or its Affiliates; (b) as of the date of disclosure is in, or subsequently enters, the public domain, through no fault or omission of the Receiving Party; (c) is obtained from a Third Party having a lawful right to make such disclosure free from any obligation of confidentiality to the Disclosing Party; or (d) is independently developed by or for the Receiving Party without reference to or reliance upon any Confidential Information of the Disclosing Party. .

1.8 “**Exploit**” shall have the meaning set forth in Section 2.1.

1.9 “**Genting Agreement**” means that certain Amended and Restated Distribution and Manufacturing Agreement between Licensee and Genting Innovation Pte Ltd dated as of June 14, 2023, as amended from time to time.

1.10 “**Governmental Entity**” shall mean any court, arbitrational tribunal, administrative agency or commission or other governmental, quasi-governmental or regulatory authority, agency or instrumentality, including without limitation, foreign regulatory authorities.

1.11 “**ICC**” shall have the meaning set forth in Section 9.6.

1.12 “**Improvements**” shall mean any derivative works, enhancements, updates or modifications to the Licensed Patents or Licensed Know-How.

1.13 “**Infringement**” shall have the meaning set forth in Section 3.2.1.

1.14 “**Know-How**” shall mean any proprietary scientific or technical information, results and data of any type whatsoever, in any tangible or intangible form whatsoever, including databases, practices, methods, techniques, specifications, formulations, formulae, knowledge, know-how, skill, experience, test data (including pharmacological, medicinal chemistry, biological, chemical, biochemical, toxicological and clinical test data), analytical and quality control data, stability data, studies and procedures, and manufacturing process and research and development information, results and data.

1.15 “**Licensed Know-How**” shall mean any and all Know-How (a) acquired by the Licensor pursuant to the APA as of the Effective Date and (b) within the Improvements assigned to the Licensor pursuant to Section 8.2.2 of this Agreement during the Term, in each case related to the Licensed Patents.

1.16 “**Licensed Marks**” shall mean the trademarks and trademark applications listed on Schedule 1 attached hereto.

1.17 “**Licensed Patents**” shall mean the Patents (a) acquired by Licensor pursuant to the APA as of the Effective Date and (b) within the Improvements assigned to Licensor pursuant to Section 8.2.2 of this Agreement during the Term, including those Patents listed on Schedule 1 attached hereto and all the Patents that issue therefrom, in each case related to the Products.

1.18 “**Licensed Technology**” shall mean the Licensed Know-How and the Licensed Patents.

1.19 “**Losses**” shall mean all losses, liabilities, claims, obligations, damages, interest, awards, judgments, settlements, penalties, fees, costs, and expenses (including all reasonable attorneys’ fees, costs, and expenses incurred in investigating, preparing for or defending any of the foregoing).

1.20 “**Option**” shall have the meaning set forth in Section 5.4.1.

1.21 “**Option Period**” shall have the meaning set forth in Section 5.4.2.

1.22 “**Patents**” shall mean patents (including utility, utility model, plant and design patents, and certificates of invention), patent applications whether published or unpublished, worldwide, (including additions, provisional, national, regional and international applications, as well as original, continuation, continuation-in-part, divisionals, continued prosecution applications, reissues, and re-examinations), patent or invention disclosures, registrations, applications for registrations and any rights of priority, term extension or other governmental action or grant of rights or rights which provides rights beyond the original expiration date of any of the foregoing, including patent term extensions and supplementary protection certificates and the like, and any renewals, substitutions, confirmation patents, registration patents, invention certificates, patents of addition and the like.

1.23 “**Permitted Encumbrance**” shall mean (a) License Agreement, dated August 15, 2017, by and between Celgene Corporation (now Bristol Myers Squibb) and Anthrogenesis Corp; and (b) the Genting Agreement.

1.24 “**Person**” shall mean any individual, corporation, general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, labor union, or other entity or Governmental Entity.

1.25 “**Post-Grant Proceeding**” means any proceeding before any national patent authority involving the review, examination, analysis or any combination thereof, of any issued patent. Examples of Post-Grant Proceedings include post grant review proceedings, *inter partes* review proceedings, supplemental examination, patent interference proceedings, opposition, reissue proceedings, reexamination proceedings and invalidation proceedings.

1.26 “**Principal Amount Owed**” shall mean US\$33,812,230.00.

1.27 “**Products**” shall have the meaning set forth in Section 2.1.

1.28 “**Purchase Price**” shall have the meaning set forth in Section 5.4.4.

1.29 “**Quarterly Payment**” shall have the meaning set forth in Section 4.1.

1.30 “**Representatives**” in respect of the Licensor, shall mean its shareholders and Affiliates.

1.31 “**Term**” shall have the meaning set forth in Section 5.1.

1.32 “**Territory**” shall mean worldwide.

1.33 “**Third Party**” shall mean any Person other than Licensor, Licensee or their respective Affiliates.

2. LICENSE GRANTS.

2.1 **Patents License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term, and Licensee hereby accepts, an exclusive (even as to Licensor), irrevocable, worldwide, royalty-bearing, sublicensable (only pursuant to Section 2.4) license under the Licensed Patents and Patents within Improvements to use, improve, modify, advance, practice and otherwise exploit the Licensed Patents and Patents within Improvements for any purpose, including to make, have made, use, offer for sale, sell, have sold, import, export and otherwise exploit (“**Exploit**”) any current and future products or services of Licensee, including any derivatives or versions thereof (“**Products**”) (and to have any of the foregoing carried out on its behalf).

2.2 **Know-How License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term, and Licensee hereby accepts, an exclusive (even as to Licensor), worldwide, irrevocable, royalty-bearing, sublicensable (only pursuant to Section 2.4) license under the Licensed Know-How and Know-How within Improvements to use, improve, modify, advance, practice and otherwise Exploit such Licensed Know-How and Know-How within Improvements for any purpose, including to Exploit any Products (and to have any of the foregoing carried out on its behalf).

2.3 **Trademark License Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee during the Term, and Licensee hereby accepts, an exclusive (even as to Licensor), worldwide, irrevocable, royalty-bearing and sublicensable (only pursuant to Section 2.4) license to the Licensed Marks in connection with the operation of Licensee’s business and to Exploit any Products (and to have any of the foregoing carried out on its behalf).

2.4 **Sublicense.** Subject to the terms and conditions of this Agreement and the remainder of this Section, Licensee shall have the right to grant sublicenses of the licenses granted to it under Section 2.1.2.2 and 2.3: (i) to its Affiliates, provided that such sublicense shall automatically terminate if such sublicensee ceases to be an Affiliate of Licensee; and (ii) to Third Parties. Each such sublicense shall be subject to a written agreement that is consistent with the terms and conditions of this Agreement. Without limiting the foregoing, each sublicense shall: (i) require each such sublicensee to protect and keep confidential any Confidential Information of Licensor in accordance with Article 7 of this Agreement; (ii) require each such sublicensee to assign or license to Licensee all Improvements developed or used by such sublicensee to the extent necessary to allow Licensee to assign the same to Licensor in accordance with Section 8.2.2; and (iii) not impose any obligation or liability on Licensor. Licensee shall provide a true and complete copy of each sublicense agreement to Licensor within thirty (30) days after the grant of a sublicense; provided, however, that Licensee may reasonably redact certain information in such sublicense agreement to the extent not reasonably necessary to determine Licensee’s compliance with its obligations under this Agreement with respect to sublicensees. Licensee shall remain directly responsible for all of its obligations under this Agreement that have been delegated or sublicensed to any sublicensee. Any sublicensee conduct, act or omission that would have constituted a breach of this Agreement shall be imputed to Licensee and deemed a breach of this Agreement as if such conduct, act or omission had been directly attributable to Licensee.

3. PROSECUTION; PROSECUTION OF THIRD-PARTY INFRINGEMENT.

3.1 **Prosecution.** Licensee shall, at its cost and expense, be responsible to prepare, file, prosecute, obtain and maintain, and if necessary, abandon, all Licensed Technology and Licensed Marks; provided, that Licensee shall promptly notify Licensor in writing of any decision to abandon or cease prosecution or maintenance of any Patent within Licensed Technology or Licensed Marks in any country or jurisdiction with underlying reasons for such abandonment or cessation, and in any event shall provide such notice at least thirty (30) days prior to any filing or payment due date, or any other due date that requires action in order to avoid loss of rights, in connection with such Patent or Licensed Marks in such country or jurisdiction. In the event that any such filing is made, such Patent shall be automatically included in the Improvements (if applicable) and the

3.2 Infringement Actions and Post-Grant Proceedings.

3.2.1 Notification. Each Party shall promptly notify the other Party in writing of any and all infringement or other misappropriation, violation or misuse (“**Infringement**”) of the Licensed Technology or Licensed Marks that comes to such Party’s attention and shall provide such other Party with all available evidence to support such known or potential, or suspected Infringement. In addition, each Party will promptly notify the other in writing in the event such Party becomes aware of any Action by a Third Party for a declaration that any of the Licensed Patents or Licensed Marks are invalid or unenforceable. Each Party will provide any available evidence of such Infringement or other conduct with such notification.

3.2.2 Enforcement. Licensee shall, at its expense, be responsible to institute, prosecute, or settle allegations or Actions for Infringement of the Licensed Technology or Licensed Marks by Third Parties or take any other action to prevent the Infringement of the Licensed Technology or Licensed Marks, and if required by law to maintain standing or otherwise requested by Licensee, Licensor or its applicable Affiliate will join as party plaintiff in such Action at Licensee’s cost and expense, subject to Section 3.2.5, and may be represented in any such matter by counsel of Licensor’s own choice at Licensee’s sole cost and expense (for only one such counsel chosen by Licensor); provided that such counsel shall act in an advisory capacity only, except with respect to matters solely directed to Licensor or to represent Licensor’s interests in maintaining the validity and enforceability of the Licensed Technology or Licensed Marks.

3.2.3 Post-Grant Proceeding.

(a) If either Party learns that a Third Party has filed a Post-Grant Proceeding regarding a Licensed Patent, such Party shall notify the other Party in writing to that effect within 10 days of such knowledge. Once such a post-Grant Proceeding has commenced, the Party receiving a copy of any action, communication, letter or other correspondence issued by the national patent authority (“Record Party”) shall provide the other Party a copy of the same within no more than ten (10) days of receipt thereof. Licensee shall then determine whether a response is to be filed, and if so, shall prepare a response for the Record Party to file with the national patent authority. Within ten (10) days of filing the response with the national patent authority, the Record Party shall provide proof to the other Party that the response was indeed filed. The Record Party agrees not to settle any Post-Grant Proceeding that a Third Party files without the consent of Licensee, and agrees and acknowledges that Licensee has sole decision making authority on whether the Record Party shall enter into a settlement agreement with the Third Party and terms of such settlement agreement.

(b) Licensee has sole decision making authority on whether to file a Post-Grant Proceeding regarding a Licensed Patent. If Licensee decides to file the Post-Grant Proceeding, to the extent the Record Party is the Licensor, Licensee shall provide Licensor a copy of any request, petition, communication, or letter in Licensor’s name to initiate the Post-Grant Proceeding, which Licensor shall use reasonable efforts to file with the national patent authority within ten (10) days of receipt. Licensor shall provide Licensee proof of the filing of the request, petition, communication or letter within ten (10) days of its filing. During the Post-Grant Proceeding, Licensor shall provide Licensee copies of all communications received from the national patent authority within ten (10) days of its receipt. Licensee shall within ten (10) days of receipt prepare all responses and amendments to all communications received from the national patent authority for Licensor to file with the national patent authority in Licensor’s name.

3.2.4 Cooperation. Each Party shall provide the other Party with all reasonable assistance requested by the other Party in connection with any matter pertaining to the protection, enforcement or Infringement, or validity or enforceability, of the Licensed Technology or Licensed Marks in accordance with this Section, whether in the courts, administrative or quasi-judicial agencies, or otherwise.

3.2.5 Recovery. Any damages, monetary awards or other amounts recovered, whether by judgment or settlement, pursuant to any suit or proceeding brought, or other legal action taken, under this Section 3.2, shall be allocated first to the reimbursement of any expenses incurred by the Parties in such (including, for this purpose, a reasonable allocation of expenses of internal counsel), and the remainder shall be retained by Licensee.

3.3 Defense. If either Party or its Affiliates learns of an allegation that a Product infringes or otherwise violates the intellectual property rights of any Third Party, then such Party shall promptly notify the other Party in writing of this allegation. If a Third Party sues Licensee or Licensor alleging that the development, manufacture or commercialization of any Product or the use of any Licensed Technology or Licensed Marks by Licensee or its sublicensees infringes or misappropriates said Third Party’s intellectual property, or alleges the invalidity or unenforceability of any Licensed Technology or Licensed Mark (including in a counter claim filed as a result of an Action filed pursuant to paragraph 3.2.2), then, as between the Parties, Licensee shall control and be solely responsible for the defense of such suit, at Licensee’s sole cost and expense. Licensor will be entitled to attend any substantive meetings, hearings, or other proceedings related to such suit. Licensee will provide Licensor with copies of all pleadings and other documents to be filed with the court reasonably in advance and will consider in good faith reasonable and timely input from Licensor during the course of the suit. Licensee shall not enter into any compromise or settlement relating to such suit that (a) admits the invalidity or unenforceability of any Licensed Technology or Licensed Marks; or (b) requires abandonment of any Licensed Technology or Licensed Marks; or (c) contemplates payment or other action by Licensor or otherwise has a material adverse effect on Licensor’s business, in all cases ((a) through (c)), without obtaining the prior written consent of Licensor.

3.4 Costs. Licensee shall bear all its internal and out-of-pocket costs and other expenses incurred for conducting any activities under this Article 3 including but not limited to any settlement sums from any resulting settlement agreement, and, shall reimburse Licensor for the reasonable and documented internal and out-of-pocket costs incurred by Licensor for conducting any activities required under this Article 3.

4. ROYALTIES AND PAYMENT TERMS.

4.1 Royalties. In consideration of its license to the Licensed Marks and Licensed Technology under this Agreement, during the Term, Licensee shall pay Licensor an annual royalty equal to:

4.1.1 * through the one (1)-year anniversary of the Effective Date;

4.1.2 * percent (%) of the Principal Amount Owed, payable in equal one-quarter (1/4) installments on a Calendar Quarterly basis (each, a “**Quarterly Payment**”), commencing from the one (1)-year anniversary of the Effective Date through the earlier of (a) the Closing of the Asset Purchase or (b) the expiration of the Term (including the Negotiation Period pursuant to Section 5.4.6).

Any Quarterly Payments not paid when due hereunder shall accrue and bear interest for each calendar month at one percent (1%) per month (pro-rated if less than a full month), or the highest rate allowed under applicable law, whichever is less, in order to compensate Licensor for the loss of use of such delinquent payment.

4.2 Payment Terms. All amounts due and payable under this Agreement by Licensee will be paid in United States dollars. On or prior to the last calendar day of each Calendar Quarter, Licensee shall pay (or cause to be paid) the applicable Quarterly Payment. For clarity, with respect to the first Calendar Quarter and last Calendar Quarter of the Term, if such Calendar Quarter is less than a full Calendar Quarter, the Quarterly Payment for such Calendar Quarter shall be prorated.

4.3 **Taxes.** All amounts payable by Licensee to Licensor under this Agreement are exclusive of taxes, except as required by Applicable Law. If any deduction or withholding is required by Applicable Law on any royalty payments due under this Agreement, Licensee shall be entitled to make such deduction or withholding, and shall have no obligation to gross up or otherwise increase any payments otherwise due to Licensor. Subject to the foregoing, Licensee shall be responsible for all sales, use, excise, and value-added taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Entity on any amounts payable by Licensee hereunder, excluding taxes based on Licensor's property or income, and shall pay all non-royalty payments payable hereunder free and clear of all deductions and withholdings whatsoever, unless the deduction or withholding is required by law. If any deduction or withholding on non-royalty payments is required by law, Licensee shall pay to Licensor such sum as will, after the deduction or withholding has been made, leave Licensor with the same amount of such non-royalty payments as it would have been entitled to receive without any such requirement to make a deduction or withholding; provided, however that Licensee will not be obligated to pay any amounts to Licensor pursuant to this sentence that arise from or relate to an assignment of this Agreement by Licensor pursuant to Section 9.9.

5. TERM AND TERMINATION; OPTION.

5.1 **Term.** Unless earlier terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on the Effective Date and shall remain in effect until the fifth (5th) anniversary thereof (the "**Term**"), subject to any extension pursuant to Section 5.4.3 or 5.4.6.

5.2 **Termination.** Notwithstanding the foregoing:

(a) This Agreement may be terminated (i) by Licensor for Licensee's breach of this Agreement, unless Licensee shall have corrected such breach within sixty (60) days from the receipt by it of written notice thereof from Licensor; or (ii) by Licensor immediately in the event of any action taken by Licensee or its creditors to effectuate liquidation, dissolution or winding-up of Licensee's existence.

(b) This Agreement shall automatically terminate upon Closing of the Asset Purchase (as defined below).

(c) This Agreement can be terminated upon mutual agreement of the Parties.

5.3 **Survival.** Sections 1, 6.3- 6.7, 7, 8 and 9 shall survive any termination of this Agreement.

5.4 **Purchase Option.**

5.4.1 **Option Grant.** Licensor hereby grants to Licensee the right and option (the "**Option**"), but not the obligation, to purchase from Licensor all (and not any part) of Licensor's right, title and interest in the Licensed Technology and Licensed Marks ("**Asset Purchase**"), in accordance with and subject to the terms and conditions of this Section 5.4.

5.4.2 **Exercise of Purchase Option.** This Option shall be in effect during the period beginning on the Effective Date and ending on the fifth (5th) anniversary thereof (the "**Option Period**"). If Licensee elects, in its discretion, to exercise the Option it shall deliver written notice to Licensor no later than the end of the Option Period.

5.4.3 **Entire Option Term.** If the Option is exercised during the Option Period in accordance with Section 5.4.2, the Term of this Agreement shall be extended through the Closing of the Asset Purchase.

5.4.4 **Purchase Price.** The purchase price payable by Licensee to Licensor for the Asset Purchase ("**Purchase Price**") shall be (a) if the Option is exercised on or prior to the one (1)-year anniversary of the Effective Date, US\$* or (b) if the Option is exercised after the one (1)-year anniversary of the Effective Date, an amount equal to (i) US\$*, *plus* (ii) an amount equal to *% of the Principal Amount Owing, *plus* (iii) the amount of any Quarterly Payments (and penalty interest if any) accrued but unpaid through the date of the Closing. For the avoidance of doubt, any disposal, abandonment or non-renewal resulting in a change to Schedule 1 pursuant to Section 3.1 will not result in a reduced Purchase Price.

-7-

5.4.5 **Closing of Asset Purchase.** If the Option is exercised, the closing of the Asset Purchase (the "**Closing**") shall take place remotely on such date no later than 30 days after the exercise of the Option as mutually agreed by Licensee and Licensor in writing. The Parties shall enter into a simple assignment agreement, containing representations and warranties similar to those contained in Sections 5.1(a), (b), (c) and (d) of the APA, including organization, good standing, authority, enforceability, and title. At the Closing, Licensee shall pay to Licensor the Purchase Price, and Licensor shall sell, transfer, convey, assign and deliver all right, title and interest in and to the Licensed Technology and Licensed Marks to Licensee, free and clear of all liens, charges, restrictions or encumbrances other than the Permitted Encumbrances.

5.4.6 **Failure to Exercise.** If Licensee does not exercise the Option before the end of the Option Period, the Option shall lapse and the Term of this Agreement shall automatically extend for ninety (90) days (the "**Negotiation Period**"). The Parties will negotiate in good faith an alternative arrangement for the continued use of the Licensed Technology and Licensed Marks selected by Licensee, including, without limitation, whether to continue the licensing of the Licensed Technology and Licensed Marks on an exclusive or non-exclusive basis, licensing rates payable after the expiration of the Negotiation Period, or disposal of the Licensed Technology and Licensed Marks at a price and on terms and conditions satisfactory to Licensor. If the Parties are unable to reach an agreement within the Negotiation Period, (a) the royalty payable by Licensee hereunder shall automatically be changed to market rates against net sales of products (as defined under U.S. GAAP) sold by Licensee, its Affiliates and sublicensees worldwide and other royalties/revenue however received in connection with the use or exploitation of the applicable Licensed Technology and Licensed Marks that Licensee, in its sole discretion, has elected to continue to use and license from Licensor; (b) the license with respect to such selected Licensed Technology and Licensed Marks shall become non-exclusive; and (c) the Term of this Agreement shall automatically extend with respect to such selected Licensed Technology and Licensed Marks for another five (5) years commencing from the expiration of the Negotiation Period, or such other mutually agreed period ("**Extended Period**"). The Licensee's obligations under Section 3 shall continue during the Extended Period. Accordingly, while the Licensee may select which Licensed Technology and Licensed Marks it intends to license from Licensor, Licensee must still fulfill its obligations under Section 3 on Licensed Technology and Licensed Marks which are not abandoned or not expired. All rights with respect to the Licensed Technology and Licensed Marks not selected by Licensee shall revert to Licensor. The market rates described in this Section 5.4.6 shall be benchmarked against the royalty rates charged by Licensee to Genting Innovation Pte Ltd or its Affiliates as of the Effective Date under the Genting Agreement, regardless of whether or not the Genting Agreement is still in effect or is modified as of the date of amendment.

6. REPRESENTATIONS AND WARRANTIES; LIMITATION OF LIABILITY; INDEMNITY.

6.1 **Representations and Warranties of Licensor.** Licensor represents and warrants that:

6.1.1 **Authority.** Licensor has the full approval, right, interest, and authority to enter into and perform its obligations under this Agreement.

6.2 **Representations and Warranties of Licensee.** Licensee represents and warrants that:

6.2.1 **Authority.** Licensee has the full approval, right, interest, and authority to enter into and perform its obligations under this Agreement.

-8-

6.3 No Other Warranties. EXCEPT AS SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATION OR EXTENDS ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED.

6.4 Indemnification by Licensor. Licensor shall be liable for, and shall defend, indemnify, and hold harmless Licensee and its Affiliates, and each of its and their respective Representatives, from and against any and all Losses in connection with a claim by a Third Party resulting from or arising out of any breach of Licensor's representations, warranties and covenants in this Agreement, except to the extent such Losses are subject to Licensee's indemnification obligations under Section 6.5.

6.5 Indemnification by Licensee. Licensee shall be liable for, and shall defend, indemnify, and hold harmless Licensor and its Affiliates, and each of its and their respective Representatives, from and against any and all Losses in connection with a claim by a Third Party resulting from or arising out of (a) any breach of Licensee's representations, warranties and covenants in this Agreement or (b) Licensee's Exploitation of the Licensed Technology or Licensed Marks or Licensee's Exploitation of any Product, except to the extent such Losses are subject to Licensor's indemnification obligations under Section 6.4.

6.6 Indemnification Procedures. In the event of any claim subject to indemnification under Section 6.4 or 6.5, as applicable, the Party seeking indemnification shall notify the indemnifying Party of such claim as soon as reasonably practicable after receiving notice of the claim; provided, that the failure to provide such notice shall not relieve the indemnifying Party of its indemnification obligations, except to the extent the indemnifying Party is materially prejudiced thereby. The indemnifying Party shall be entitled to assume direction and control of the defense of the claim and the indemnified Party shall cooperate as requested (at the expense of the indemnifying Party) in the defense of the claim. The indemnifying Party may not enter into any settlement of any claim, demand, Action or other proceeding without the consent of the indemnified Party, which consent shall not be withheld or delayed unreasonably, unless the settlement is solely for monetary consideration and does not admit any fault or wrongdoing on the part of the indemnified Party or its indemnitees. The indemnified Party shall be entitled to participate in the defense of such claim with counsel of its own choosing, at its own expense.

6.7 Limitation on Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER TO THE OTHER PARTY FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST REVENUE, LOST PROFITS, OR LOST SAVINGS) HOWEVER CAUSED AND UNDER ANY THEORY, EVEN IF IT HAS NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS SHALL NOT APPLY WITH RESPECT TO (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.4 OR 6.5, AS APPLICABLE; (B) A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATION IN SECTION 7, OR (C) THE FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY.

7. CONFIDENTIALITY.

7.1 Confidentiality and Non-Use. Each Party agrees that it will keep confidential, and will cause its employees, consultants, Affiliates and sublicensees to keep confidential, all Confidential Information of the other Party, including, without limitation, the terms and existence of this Agreement. Neither Party nor any of their respective employees, consultants, Affiliates, Representatives or sublicensees shall use or disclose Confidential Information of the other Party for any purpose whatsoever other than exercising any rights granted to it hereunder. Without limiting the foregoing, each Party may disclose information to the extent such disclosure is reasonably necessary to (a) file and prosecute Patent applications and/or maintain Patents which are filed or prosecuted in accordance with the provisions of this Agreement, or (b) file, prosecute or defend litigation in accordance with the provisions of this Agreement or (c) comply with Applicable Law or court orders; provided, however, that if a Party is required to make any such disclosure of the other Party's Confidential Information in connection with any of the foregoing, it will give reasonable advance notice to the other Party of such disclosure requirement and will use reasonable efforts to assist such other Party in efforts to secure confidential treatment of such information required to be disclosed.

-9-

7.2 Return of Confidential Information. Upon the expiration or termination of this Agreement or at any time upon the request of Disclosing Party, the Receiving Party shall return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information, including all copies thereof, in its possession.

7.3 Equitable Relief. Each Party agrees that should the provisions of this Section 7 be breached, money damages would be inadequate to remedy such a breach. As a result, each Party shall be entitled to seek, and a court of competent jurisdiction may grant, specific performance and injunctive or other equitable relief as a remedy for any such breach of this Section 7, in addition to all other remedies, including money damages, available to each Party at law or in equity.

8. COMMERCIALIZATION; INTELLECTUAL PROPERTY.

8.1 Commercialization of Products. For clarity, Licensee shall have full control and authority over (a) research and development in connection with seeking, obtaining and/or maintaining any regulatory approval for any Product in the Territory, (b) all activities relating to manufacture and supply of all Products, (c) all marketing, promotion, sales, distribution, import and export activities relating to any Product, and (d) all activities relating to any regulatory filings, registrations, applications and regulatory approvals relating to any of the foregoing. Licensee shall own all data, results and all other information arising from any such activities under this Section 8.1, including without limitation, all regulatory filings, registrations, and applications relating to Products, and all of the foregoing information, documentation and materials shall be considered Confidential Information solely owned by Licensee, all at Licensee's sole cost and expense, except as otherwise expressly provided in this Agreement.

8.2 Intellectual Property Ownership.

8.2.1 Inventorship. Except as set out in Section 8.2.2, inventorship of inventions and discoveries conceived and reduced to practice during the Term shall be determined in accordance with the rules of inventorship under United States or applicable foreign patent laws.

8.2.2 Improvements. Improvements made and reduced to practice during the Term (including any extension thereof) by or on behalf of Licensee (whether by itself, its Affiliates or sublicensees or subcontractors) shall be owned by Licensor. Licensee hereby assigns to Licensor, without any additional consideration or action on the part of Licensee or Licensor, all of Licensee's right, title and interest in, to and under all Improvements and all intellectual property rights that claim or comprise such Improvements. Improvements shall be included in the Licensed Technology owned by Licensor and licensed to Licensee pursuant to Section 2.1 or 2.2, as applicable.

8.2.3 Updates. Licensee shall timely update Licensor if there are any changes to the information set out in Schedule 1 and the reason for such changes.

9. MISCELLANEOUS.

9.1 Force Majeure. In the event that either Party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits because of any failure or delay in the performance of its obligations on account of fire, natural disaster, actions or decrees of Governmental Entities, riots, flood, storm, earthquake, acts of God, hostilities or any other cause beyond its reasonable control, the Party who has been so affected shall immediately give written notice to the other Party and shall do everything reasonably possible to resume performance.

-10-

9.2 Independent Contractor. Each Party hereto shall be and remain an independent contractor and nothing herein shall be deemed to constitute the Parties as partners. Further, neither Party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or

attempt to assume or create, any obligation on behalf of or in the name of the other, nor shall either be deemed the agent of the other.

9.3 **Rights in Bankruptcy.** All rights and licenses granted under or pursuant to this Agreement by Licensor are and shall otherwise be deemed to be, for purposes of Section 365(n) of the U.S. Bankruptcy Code or analogous provisions of Applicable Law outside the United States, licenses of right to “intellectual property” as defined under Section 101 of the U.S. Bankruptcy Code or analogous provisions of Applicable Law outside the United States. Licensor agrees that Licensee, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code or any other provisions of Applicable Law outside the United States that provide similar protection for licensees of intellectual property. Upon the bankruptcy of Licensor, Licensee shall further be entitled to a complete duplicate of (or complete access to, as appropriate) any Licensed Technology and Licensed Marks, and such intellectual property, if not already in Licensee’s possession, shall be promptly delivered to Licensee.

9.4 **Notification.** All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party’s address set forth below or to such other address as a Party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by private courier service providing evidence of receipt, (iii) sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) sent by electronic mail or facsimile. All notices, requests and other communications hereunder shall be deemed to have been given either (i) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above, (ii) if sent by private courier, on the day such notice is delivered to the recipient, (iii) if sent by registered or certified mail, on the fifth (5th) business day following the day such mailing is made, or (iv) if sent by electronic mail or facsimile, upon confirmation of transmission.

If to Licensee:

Celularity Inc.
170 Park Ave.
Florham Park, NJ 07932

Attn: John Haines
Email: john.haines@celularity.com

With a copy to:

Sheppard Mullin Richter & Hampton LLP
30 Rockefeller Plaza
New York, NY 10012
Attn: Jeffrey Fessler
Email: jfessler@sheppardmullin.com

If to Licensor:

Celeniv Pte. Ltd.
3, Lim Teck Kim Road
#09-02, Genting Centre
Singapore 088934

Attn: Board of Directors
Email: woonyau.hiu@rwi.genting/limch@rwi.genting

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

Sidley Austin LLP
1001 Page Mill Road, Building 1
Palo Alto, California 94304
Attn: Ruchun Ji; Joshua Hofheimer
Email: rji@sidley.com; jhofheimer@sidley.com

-11-

9.5 **Governing Law.** This Agreement will be construed, interpreted and applied in accordance with the laws of the State of New York, USA (excluding its body of law controlling conflicts of law). This Agreement, which is in English, shall be interpreted in accordance with the commonly understood meaning of the words and phrases hereof in the United States of America.

9.6 **Arbitration.** Any dispute, controversy or claim initiated by either Party arising out of, resulting from or relating to this Agreement, or the performance by either Party of its obligations under this Agreement (other than bona fide Third Party actions or proceedings filed or instituted in an action or proceeding by a Third Party against a Party), whether before or after termination of this Agreement, shall be finally resolved by binding arbitration. The arbitration shall be submitted to the International Court of Arbitration of the International Chamber of Commerce (“ICC”) and shall be finally settled under the Rules of Arbitration of the ICC. The place and location of the arbitration shall be New York, NY, USA. There shall only be one arbitrator who shall be mutually selected by both Parties. If the Parties are unable to agree, then the International Court of Arbitration shall choose the arbitrator. The language to be used in the arbitral proceeding shall be English. The arbitrator shall have no authority to issue an award that is contrary to the express terms of this Agreement or the laws of the State of New York, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. The arbitrator shall be specifically empowered to allocate between the Parties the costs of arbitration, as well as reasonable attorneys’ fees and costs, in such equitable manner as the arbitrator may determine. The arbitrator shall have the authority to determine issues of arbitrability and to award compensatory damages, but shall not have authority to award punitive or exemplary damages. Judgment upon the award so rendered may be entered in any court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, either Party shall have the right, without waiving any right or remedy available to such Party under this Agreement or otherwise, to seek and obtain from any court of competent jurisdiction any interim or provisional relief that is necessary or desirable to protect the rights or property of such Party, pending the selection of the arbitrator hereunder or pending the arbitrator’s determination of any dispute, controversy or claim hereunder.

9.7 **Entire Agreement; Amendment.** This Agreement (including the Schedules hereto) is the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument, signed by duly authorized representatives of both Parties.

9.8 **Waiver.** The terms or conditions of this Agreement may be waived only by a written instrument executed by the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

9.9 **Assignment.**

9.9.1 Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred, in whole or part, by either Party without the prior express written consent of the other; provided, however, that either Party may, without the written consent of the other, assign this Agreement and its rights and delegate its obligations hereunder to its Affiliates, or in connection with the transfer or sale of all or substantially all of such Party’s assets or business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction; provided, further, that Licensee shall provide written notice to Licensor at least thirty (30) days prior to the anticipated date of execution of definitive agreements giving rise to the underlying transaction therefor. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 9.9 shall be null and void. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

9.9.2 All licenses, rights, covenants, and other immunities contained herein shall run with the Licensed Technology and Licensed Marks and shall be binding on any successors-in-interest, assigns, or acquirers of any rights thereof. Neither Licensor nor its Affiliates shall assign or grant any right to any other party that materially impairs the rights under this Agreement of Licensee or any of its Affiliates. Licensor, on behalf of itself and its Affiliates, represents and warrants to Licensee and its Affiliates that in connection with assigning or otherwise transferring any rights in and to the Licensed Technology and Licensed Marks to any Third Party (whether by the transfer or sale of all or substantially all of such Party's assets or business to which this Agreement relates, or in the event of its merger, consolidation, change in control or similar transaction), as provided herein, it shall notify such Third Party regarding the licenses, rights, covenants, and other immunities granted to the other Party and its Affiliates hereunder and, if requested by such Third Party, confidentially disclose the terms of this Agreement (only to the extent necessary, and excluding financial terms) to such Third Party subject to obligations of confidentiality at least as stringent as those contained in this Agreement, to provide notice that: (i) the licenses, rights, covenants, and other immunities provided in this Agreement run with the Licensed Technology and Licensed Marks; (ii) such Third Party is bound by the provisions, disclaimers, and restrictions of this Agreement with respect to the Licensed Technology and Licensed Marks; and (iii) any further assignees or transferees that receive any rights in and to any such Licensed Technology and Licensed Marks are subject to all of the provisions of this Agreement, including this Section 9.9. Any attempted assignment or grant failing to comply with the terms and conditions of this Section 9.9 shall be null and void.

9.10 **Construction.** The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement. Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement. Except where the context otherwise requires, wherever used, the singular shall include the plural, the plural the singular, and the word "or" is used in the inclusive sense (and/or). The words "include", "includes," "including" and "such as" shall be deemed to be followed by the phrase "without limitation". Except as otherwise indicated, all references in this Agreement to "Sections," "Schedules" and "Exhibits" are intended to refer to Sections of this Agreement and Schedules and Exhibits to this Agreement. All dollars are US Dollars. References to any specific law or article, section or other division thereof, shall be deemed to include the then-current amendments or any replacement law thereto.

9.11 **Severability.** If any provision(s) of this Agreement are found by any court of competent jurisdiction to be unenforceable, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

9.12 **Further Assurances.** Each Party agrees to execute, acknowledge and deliver such further instructions and documents, and to do all such other acts, as may be necessary or appropriate in order to carry out the purposes and intent of this Agreement.

9.13 **Remedies Cumulative; Specific Performance.** Except as expressly set forth in this Agreement, the rights and remedies of the Parties hereto shall be cumulative (and not alternative). The Parties agree that, in the event of any breach or threatened breach by Licensee of any covenant, obligation or other provision set forth in this Agreement: (a) Licensor shall be entitled, without any proof of actual damages (and in addition to any other remedy that may be available to it) to: (i) a decree or order of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision; and (ii) an injunction restraining such breach or threatened breach; and (b) Licensor shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or Proceeding.

9.14 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission, including, without limitation, DocuSign or similar services, is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

LICENSOR:

Celeniv Pte. Ltd.

By: /s/ Hiu Woon Yau
Name: Hiu Woon Yau
Title: Director

LICENSEE:

Celularity Inc.

By: /s/ Robert Hariti
Name: Robert Hariti
Title: CEO

SCHEDULE 1

LICENSED PATENTS AND LICENSED MARKS

[To be attached.]

Celularity Completes Major Balance Sheet Restructuring, Retires All \$41.6 Million in Senior Secured Debt

- Retired all principal and accrued interest owed its two senior secured lenders, Resorts World Inc. Pte. Ltd., or RWI, and C.V. Starr and Co., Inc., eliminating all senior secured debt from its balance sheet.
- Entered into an Asset Purchase Agreement with Celeniv Pte. Ltd., or Celeniv, to monetize Celularity intellectual property assets and eliminate senior secured debt. In connection therewith entered into a License Agreement with Celeniv to license back the intellectual property assets on an exclusive basis with an exclusive five-year repurchase option.
- Completed an internal restructuring and realignment to create wholly owned operating subsidiaries for its four commercial businesses—advanced biomaterial products, longevity-focused cell therapy, biobanking, and contract development and manufacturing.

FLORHAM PARK, N.J., August 18, 2025 (GLOBE NEWSWIRE) — Celularity Inc. (Nasdaq: CELU) (“Celularity”), a regenerative and cellular medicine company focused on addressing age-related and degenerative diseases, announced today that it has completed a major balance sheet restructuring resulting in the retirement of all \$32.0 million of the Company’s senior secured debt plus \$9.6 million in associated unpaid interest. As part of this restructuring, Celularity entered into an Asset Purchase Agreement and a License Agreement with Celeniv Pte. Ltd. (“Celeniv”), a Singapore company formed by Resorts World Inc. Pte. Ltd., or RWI, one of Celularity’s two senior secured lenders, and Tan Sri Dato Lim Kok Thay (“Mr. Lim”), executive chairman/non-independent executive director of Genting Group and former Celularity director.

Under the Asset Purchase Agreement, Celularity sold its intellectual property assets to Celeniv, which under the License Agreement licensed those assets to Celularity on an exclusive basis for an initial term of five (5) years renewable for additional five-year terms. Celularity is required to make quarterly license payments to Celeniv under the License Agreement based on the value of the assets sold under the Asset Purchase Agreement. Celularity also has an exclusive five-year option under the Asset Purchase Agreement to repurchase the assets from Celeniv.

Celularity received consideration under the Asset Purchase Agreement in the amount of \$33,812,230, which it used to retire the \$27,000,000 senior secured loan outstanding from RWI and the \$6,812,230 Promissory Note outstanding from Mr. Lim (which Mr. Lim previously assigned to Celeniv). Previously, Celularity used part of the proceeds it received under the Promissory Note to retire the senior secured loan outstanding from C.V. Starr and Co., Inc., or Starr. Celularity was advised in the transactions by Faithstone Capital Partners.

“Under the Celeniv agreements announced today, we successfully monetized Celularity’s intellectual property assets to retire the Company’s senior secured debt in its entirety while retaining exclusive use of the assets for our cell therapy, advanced biomaterials, and biobanking businesses. An exclusive five-year right to repurchase those assets from Celeniv gives us additional optionality going forward,” said Robert J. Hariri, M.D., Ph.D., Celularity’s Chairman and CEO. “We believe this agreement results in a major improvement of Celularity’s balance sheet with the removal of all the Company’s senior secured debt, which was due for repayment in February 2026, as well as the senior secured lenders’ general security interest in all Company assets. We accomplished this while preserving our exclusive use of intellectual property that is operationally aligned with our programs and commercial activities and expect to gain greater financial flexibility and potential access to lower cost traditional financing sources. We are deeply grateful to both RWI and Mr. Lim for their continued support of Celularity’s mission as we embark on this new chapter.”

Celularity also completed an internal restructuring including establishing operating subsidiaries for each of its functional business units, as follows:

- Celularity Biomaterials LLC, its advanced biomaterial products commercial unit.
- Celularity Longevity LLC, its cellular therapeutics products commercial unit.

-1-

- Celularity Advanced Manufacturing LLC, its contract development and manufacturing, or CDMO, commercial unit.
- Celularity Biorepository LLC, its neonatal (Lifebank) and adult cell and tissue banking commercial unit.
- Celularity Discovery & Development, LLC, its internal discovery and development unit.
- Celularity Asset Holding LLC, its internal services unit.

“This internal restructuring formalizes how we manage Celularity to optimize efficiency and financial performance across the Company’s commercial units—advanced biomaterial products, longevity-focused cellular therapeutics, biobanking services, and contract manufacturing and development services—as well as our internal discovery and development unit that supports the four commercial units with new product discovery, development, and technology transfer services, and our internal business services unit. We wanted better visibility around the fact that Celularity operates four commercial businesses under one roof, in contrast to the more typical biotechnology enterprise’s single-shot discovery or development stage programs,” said Dr. Hariri.

About Celularity

Celularity Inc. (Nasdaq: CELU) is a regenerative and aging-related cellular medicine company developing, manufacturing, and commercializing advanced biomaterial products and allogeneic and autologous cell therapies, all derived from the postpartum placenta. Celularity believes that by harnessing the placenta’s unique biology and ready availability, it can develop therapeutic solutions that address significant unmet global needs for effective, accessible, and affordable therapies that target fundamental aging mechanisms like cellular senescence, age-related chronic inflammation, and tissue degeneration. For more information about Celularity and its cutting-edge regenerative medicine solutions, please visit www.celularity.com.

Forward Looking Statements

Certain statements in this press release are “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. These forward-looking statements include, without limitation, statements regarding: (i) our future sales or sales growth; (ii) our expectations for future financial results, including levels of net sales; (iii) our expectations regarding new products including our 510K products; and (iv) future demand for our products. All statements other than statements of historical facts are “forward-looking statements,” including those relating to future events. In some cases, you can identify forward-looking statements by terminology such as “anticipate,” “believe,” “can,” “could,” “continue,” “expect,” “improving,” “may,” “observed,” “potential,” “promise,” “should,” and similar expressions (as well as other words or expressions referencing future events, conditions or circumstances). Forward-looking statements are based on Celularity’s current expectations and assumptions. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks, and changes in circumstances that may differ materially from those contemplated by the forward-looking statements, which are neither statements of historical fact nor guarantees or assurances of future performance. Many factors could cause actual results to differ materially from those described in these forward-looking statements, including those risk factors set forth under the caption “Risk Factors” in Celularity’s annual report on Form 10-K and Form 10-K/A for the year ended December 31, 2024 filed with the Securities and Exchange Commission (SEC) on May 8, 2025 and May 21, 2025, respectively, and other filings with the SEC. If any of these risks materialize or underlying assumptions prove incorrect, actual results could differ materially from the results implied by these forward-looking statements. There may be additional risks that Celularity does not presently know, or that Celularity currently believes are immaterial, that could also cause actual results to differ from those contained in the forward-looking statements. In addition, these forward-looking statements reflect Celularity’s current expectations, plans, or forecasts of future events and views as of the date of this communication. Subsequent events and developments could cause assessments to change. Accordingly, forward-looking statements should not be relied upon as representing Celularity’s views as of any subsequent date, and Celularity undertakes no obligation to update forward-looking statements contained herein,

whether because of any new information, future events, changed circumstances or otherwise, except as otherwise required by law.

Carlos Ramirez
Senior Vice President, Celularity Inc.
Carlos.ramirez@celularity.com