SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13a-16 OR 15d-16 OF
THE SECURITIES EXCHANGE ACT OF 1934

For the month of November 2026

Commission file number: 001-35223

BioLineRx Ltd.

(Translation of registrant's name into English)

2 HaMa'ayan Street
Modi'in 7177871, Israel
(Address of Principal Executive Offices)

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F ☒ Form 40-F ☐

On November 17, 2026, BioLineRx Ltd. (the "Company") entered into a Purchase and Sale Agreement (the "Purchase Agreement") with SCOF Motixafortide Holdings, Inc., a Delaware corporation and an affiliate of Soleus Capital Management, L.P. (the "Purchaser"), pursuant to which the Company agreed to sell to the Purchaser a portion of its right to receive future royalty payments on net sales of APHEXDA® (motixafortide) under the Company's License Agreement with Ayrmid Pharma Ltd. ("Ayrmid"), dated November 20, 2024, as amended (the "Ayrmid License"). The transaction is expected to close on or about November 30, 2026, subject to the satisfaction of customary closing conditions.

Pursuant to the Purchase Agreement, the Company will sell to the Purchaser, at closing, 80% of the royalty payments payable to the Company under the Ayrmid License attributable to sales occurring on or after the closing date, together with related rights, including amounts payable in respect of any underpayment or late payment of such royalties, amounts payable in lieu thereof, and royalties payable under any replacement license entered into following a termination of the Ayrmid License (collectively, the "Purchased Receivables"). As a condition to closing, Ayrmid will consent to the sale and agree to remit the Purchased Receivables directly to the Purchaser. The Company will retain the remaining 20% of such royalty payments. Based on the 18% royalty rate payable to the Company under the Ayrmid License, the 80% interest to be sold to the Purchaser corresponds to a 14.4% royalty on net sales of APHEXDA, and the 20% interest to be retained by the Company corresponds to a 3.6% royalty on net sales, which retained portion is attributable to the royalties the Company is obligated to pay to Biokine Therapeutics Ltd., the original licensor of motixafortide to the Company, under the Company's upstream license agreement with Biokine.

In consideration for the Purchased Receivables, the Purchaser will pay the Company a one-time purchase price of $5.6 million at closing, less the Purchaser's documented reasonable transaction expenses capped at $100,000. The Company will retain, among other things, all rights to receive potential future milestone payments under the Ayrmid License.

In addition, Kreos Capital VII Aggregator SCSp ("Kreos"), an affiliate of BlackRock and the lender under the Company's loan agreement dated September 14, 2022, as amended (the "Loan Agreement"), has consented to the transaction and agreed to release its security interest in the Purchased Receivables. In connection with such consent, the Company and Kreos will enter into a Second Amendment to the Loan Agreement at the closing of the Purchase Agreement (the "Loan Amendment"), pursuant to which the Company will make a partial loan prepayment to Kreos of $3.0 million at such closing. Following such prepayment, the remaining outstanding amount under the Loan Agreement of approximately $2.0 million will be repaid in accordance with a new repayment schedule, the minimum cash balance covenant under the Loan Agreement of $4.0 million will be eliminated, and an amendment to the Company's floating charge in favor of Kreos will become effective.

The Purchase Agreement contains customary representations, warranties and covenants of the parties for a transaction of this nature, as well as customary closing conditions.

Chardan Capital Markets, LLC acted as financial advisor to the Company in connection with the transaction described herein and will receive a financial advisory fee of approximately $0.4 million, payable upon the closing of the transaction.

The Company intends to use the net proceeds of the transaction, if consummated, to support its ongoing research and development activities, including the clinical development of GLIX1, as well as for working capital and general corporate purposes, including the partial repayment of the Loan Agreement described above.

The foregoing description of the Purchase Agreement is not complete and is qualified in its entirety by reference to the full text of such document, a copy of which is filed as Exhibit 10.1 to this Report on Form 6-K and is incorporated by reference herein.

On November 18, 2026, the Company issued a press release entitled "BioLineRx Enters into $5.6 Million Royalty Monetization Transaction with Soleus Capital." A copy of the press release is attached hereto as Exhibit 99.1.

This Report on Form 6-K, including all exhibits hereto (other than the press release attached as Exhibit 99.1), is hereby incorporated by reference into all effective registration statements filed by the registrant under the Securities Act of 1933.

Attached hereto and incorporated by reference herein are the following exhibits:

Exhibit No.	Description
10.1(1)	Purchase and Sale Agreement, dated as of November 17, 2026, between BioLineRx Ltd. and SCOF Motixafortide Holdings, Inc.
99.1	Press Release dated November 18, 2026

(1) Portions of this exhibit have been omitted in accordance with Item 601(a)(5) of Regulation S-K. The Registrant undertakes to furnish a copy of all omitted schedules and exhibits to the SEC upon its request.

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

BioLineRx Ltd.

By: /s/ Philip A. Serlin
Philip A. Serlin
Chief Executive Officer

Dated: November 18, 2026

Exhibit 10.1

PURCHASE AND SALE AGREEMENT

dated as of November 17, 2026

between

BIOLINERX LTD., as Seller

and

SCOF MOTIXAFORTIDE HOLDINGS, INC., as Purchaser

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Exhibits

Exhibit A: Form of Bill of Sale
Exhibit B: License Agreement
Exhibit C: Upstream Agreement

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "Purchase Agreement"), dated as of November 17, 2026, is by and between BioLineRx Ltd., a company organized under the laws of Israel (the "Seller") and SCOF Motixafortide Holdings, Inc., a Delaware corporation (the "Purchaser"). The Seller and the Purchaser are referred to herein individually as a "Party" and collectively as the "Parties".

W I T N E S S E T H :

WHEREAS, the Seller holds certain assets and rights relating to the Licensed Products; and

WHEREAS, the Seller desires to sell, contribute, assign, transfer, convey and grant to the Purchaser, and the Purchaser desires to purchase, acquire and accept from the Seller, the Purchased Assets described herein, upon and subject to the terms and conditions set forth in this Purchase Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements, representations and warranties set forth herein and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties covenant and agree as follows:

ARTICLE I
DEFINED TERMS AND RULES OF CONSTRUCTION

Section 1.1 Defined Terms. The following terms, as used herein, shall have the following respective meanings:

"Affiliate" means, with respect to any designated Person, any other Person that, directly or indirectly, controls, is controlled by or is under common control with such designated Person. For purposes of this definition, "control" of a Person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of Equity Interests, by contract or otherwise, and the terms "controlled" and "controlling" have meanings correlative to the foregoing.

"Applicable Law" means, with respect to any Person, all laws, rules, regulations and orders of Governmental Authorities applicable to such Person or any of its properties or assets.

"Ayrmid" means Ayrmid Pharma Ltd., a company organized under the laws of Ireland.

"Ayrmid Consent" means that certain letter agreement between Ayrmid and the Seller, in form and substance satisfactory to the Purchaser, whereby Ayrmid consents to the transactions contemplated hereby and agrees that all Purchased Receivables will be remitted directly to the Purchaser.

"Bankruptcy Event" means the occurrence of any of the following in respect of any Person: (a) an admission in writing by such Person of its inability to pay its debts as they become due or a general assignment by such Person for the benefit of creditors; (b) the filing of any petition or answer by such Person seeking to adjudicate itself as bankrupt or insolvent, or seeking for itself any liquidation, winding-up, reorganization, arrangement, adjustment, protection, relief, conciliation, safeguard, including accelerated safeguard or composition of such Person or its debts under any Applicable Law relating to bankruptcy, insolvency, receivership, winding-up, liquidation, reorganization, examination, relief of debtors or other similar law now or hereafter in effect, or seeking, consenting to or acquiescing in the entry of an order for relief in any case under any such law, or the appointment of or taking possession by a receiver, trustee, custodian, liquidator, examiner, assignee, sequestrator or other similar official for such Person or for any substantial part of its property; (c) corporate or other entity action taken by such Person to authorize any of the actions set forth in clause (a) or (b) of this definition; or (d) without the consent or acquiescence of such Person, the entering of an order for relief or approving a petition for relief or reorganization or any other petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or other similar relief under any present or future bankruptcy, insolvency or similar statute, law or regulation, or the filing of any such petition against such Person, or, without the consent or acquiescence of such Person, the entering of an order appointing a trustee, custodian, receiver or liquidator of such Person or of all or any substantial part of the property of such Person, in each case where such petition or order shall remain unstayed or shall not have been stayed or dismissed within ninety (90) days from entry thereof.

"Bill of Sale" means that certain bill of sale, dated as of the Closing Date, executed by the Seller and the Purchaser, substantially in the form of Exhibit A.

"Business Day" means any day that is not a Friday, Saturday, Sunday or other day on which commercial banks in New York, New York and in the State of Israel are authorized or required by Applicable Law to remain closed.

"Calendar Quarter" has the meaning given to such term in Section 1.9 of the License Agreement.

"Closing" has the meaning set forth in Section 6.1.

"Closing Date" has the meaning set forth in Section 6.1.

"Closing Payment" has the meaning set forth in Section 2.2.

"Code" means the U.S. Internal Revenue Code of 1986, as amended, and the regulations thereunder.

"Commercially Reasonable Actions" means, with respect to any Intellectual Property Rights in any country, efforts or actions that would be commercially reasonable for an owner and licensor of such Intellectual Property Rights in such country, which owner and licensor is entitled to the full economic benefit of such Intellectual Property Rights without regard to the transactions contemplated by this Purchase Agreement or any other business of, or assets owned by, such owner and licensor.

"Confidential Information" has the meaning set forth in Section 8.1.

"Disclosing Party" has the meaning set forth in Section 8.1.

"Disclosure Letter" means that certain Confidential Disclosure Letter, dated as of the date hereof, delivered by the Seller to the Purchaser.

"Disputes" has the meaning set forth in Section 3.11(h).

"Dollar" or the sign "$" means United States dollars.

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

"Excluded Liabilities and Obligations" has the meaning set forth in Section 2.4.

"Existing Confidentiality Agreement" means that certain Mutual Confidential Disclosure Agreement dated August 3, 2026 by and between the Seller and Soleus Capital Management, L.P.

"FDA" means the U.S. Food and Drug Administration and any successor agency thereto.

"Gloria" means, collectively, Auspex Bioscience (Guangzhou) Co., Ltd., formerly known as Guangzhou Gloria Biosciences Co., Ltd., and Hong Seng Technology Limited.

"Gloria License" means that certain License Agreement, dated as of August 27, 2023, by and between the Seller and Gloria, as amended from time to time.

"Governmental Authority" means the government of the United States, the State of Israel, any other nation or any political subdivision thereof, whether state or local, and any agency, authority (including supranational authority), commission, instrumentality, regulatory body, court, central bank or other Person exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, including each Patent Office, the FDA and any other government authority in any country.

"IFRS" means International Financial Reporting Standards, the set of principles-based accounting rules established by the International Accounting Standards Board.

"Indebtedness" with respect to any Person means (a) all indebtedness pursuant to an agreement or instrument involving or evidencing money borrowed, the advance of credit, a conditional sale or a transfer with recourse or with an obligation to repurchase (but excluding trade credit and accounts payable in the ordinary course of business), (b) all obligations of such Person evidenced by notes, bonds, debentures or other similar instruments (c) all capitalized lease obligations, (d) all indebtedness of a third party secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any Lien on assets owned or acquired by such Person, whether or not the indebtedness secured thereby has been assumed (but only to the extent of such Lien), (e) net amounts owing pursuant to an interest rate protection agreement, foreign currency exchange agreement or other hedging arrangement, (f) all reimbursement obligations under letters of credit issued for the account of such Person, and (g) all guarantees with respect to Indebtedness of the types specified in clauses (a) through (f) above of another Person. For the avoidance of doubt, the Indebtedness of any Person shall include the Indebtedness of any other entity to the extent such Person is directly liable therefor as a result of such Person's ownership interest in or other relationship with such entity, except to the extent the terms of such Indebtedness provide that such Person is not liable therefor.

"Intellectual Property Rights" means, all intellectual property, including but not limited to the Patents, trademarks, trademark applications and know-how, used in, relating to or necessary for the sale, manufacture, use, importation or marketing of the Licensed Products that is owned or controlled by the Seller.

"Know-How" has the meaning given to the term "Licensed Know-How" in the License Agreement.

"Knowledge" means, with respect to the Seller, the actual knowledge of Mali Zeevi, CFO, Ella Sorani, CDO, and Jacob Schnipper, Alliance Management Director, or any successor to any such person holding the same or substantially similar position at such time, after due inquiry by each such person of each of his or her direct reports.

"Kreos" means Kreos Capital VII Aggregator SCSp, a special limited partnership incorporated in Luxembourg.

"Kreos Consent" means that certain agreement between the Seller, Kreos and the Purchaser, in form and substance satisfactory to the Purchaser, whereby Kreos consents to the transactions contemplated hereby and terminates the security interests of Kreos with respect to the Purchased Assets and the License Agreement.

"Kreos Loan Agreement" means that certain loan agreement, dated September 14, 2022, by and between the Seller and Kreos, as amended by the First Amendment, dated November 14, 2024, and the Consent Letter, dated November 14, 2024.

"Kreos Loan Documents" means the Kreos Loan Agreement and all agreements entered into in connection therewith, including the Security Documents (as defined in the Kreos Loan Agreement).

"License Agreement" means that certain License Agreement, by and between Ayrmid and the Seller, dated November 20, 2024, as amended by that certain Amendment #1 to License Agreement, dated February 4, 2025, as further amended by that certain Amendment #2 to License Agreement, dated September 16, 2025, and as further amended from time to time (but subject to the terms of this Purchase Agreement with respect to the amendment thereof).

"Licensed Products" means, (a) the "Licensed Products" as defined in the License Agreement and (b) the "New Development Products" as defined in the License Agreement.

"Lien" means any security interest, mortgage, pledge, hypothecation, assignment, deposit arrangement, encumbrance, lien (statutory or otherwise), charge against or interest in property or other priority or preferential arrangement of any kind or nature whatsoever, including any conditional sale or any sale with recourse, or any other restriction on transfer.

"Loss" means any loss, liability, Tax, cost, expense (including reasonable costs of investigation and defense and reasonable attorneys' fees and expenses), charge, fine, penalty, obligation, judgment, award, assessment, claim or cause of action.

"Material Adverse Effect" means a (a) material adverse effect on the legality, validity or enforceability of any of the Transaction Documents or the License Agreement, (b) material adverse effect on the ability of the Seller to perform its obligations under any of the Transaction Documents or the License Agreement, (c) a material adverse effect on the rights or remedies of the Purchaser under any of the Transaction Documents or the License Agreement, (d) an adverse effect in any material respect on the right of the Purchaser to receive the Purchased Assets, the timing, amount or duration of the Receivables, or the right to receive Material Reports and other information (including audit information) on the terms set forth in the License Agreement and this Purchase Agreement, or (e) material adverse effect on the business of the Seller and its Subsidiaries, taken as a whole.

"Material Reports" means, collectively, (a) the Royalty Reports, (b) the quarterly reports that Ayrmid is required to prepare pursuant to Section 5.2.3.1 of the License Agreement and (c) all other material information, reports and notices relating to the calculation, payment or verification of Receivables delivered to the Seller by Ayrmid pursuant to the License Agreement.

"Milestone Payments" has the meaning given to such term in the License Agreement.

"Net Sales" has the meaning given to such term in the License Agreement.

"New Arrangement" has the meaning set forth in Section 5.5(a).

"Party" shall mean the Seller or the Purchaser, as the context requires, and "Parties" shall mean, collectively, the Seller and the Purchaser.

"Patent Office" means the applicable patent office, including the United States Patent and Trademark Office and any comparable foreign patent office, for any Intellectual Property Rights that are Patents.

"Patents" means any and all issued patents and pending patent applications, including without limitation, all provisional applications, substitutions, continuations, continuations-in part, divisions, and renewals, all letters patent granted thereon, and all reissues, reexaminations and extensions or restorations by existing or future extension or restoration mechanisms (including regulatory extensions), and all supplementary protection certificates, together with any foreign counterparts thereof anywhere, claiming or covering the Licensed Products, or composition of matter, formulation, or methods of manufacture or use thereof, that are issued or filed on or after the Closing Date, in each such case, which are owned or controlled by, issued or licensed to, licensed by, or hereafter acquired or licensed by, the Seller or any Subsidiary of the Seller, that are necessary for the use or exploitation of the Licensed Products, and including, for the avoidance of doubt, the "Licensed Patents" as defined in the License Agreement. For the avoidance of doubt, Patents shall not mean any patents unrelated to the Licensed Products.

"Person" means any natural person, firm, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Authority or any other legal entity, including public bodies, whether acting in an individual, fiduciary or other capacity.

"Purchase Agreement" has the meaning set forth in the preamble.

"Purchased Assets" means, collectively, (a) the Seller's right, title and interest in, to and under the License Agreement to receive the Purchased Receivables and (b) subject to the terms of the Ayrmid Consent, (i) the right to enforce the royalty-related provisions of the License Agreement in accordance with the terms of this Agreement and (ii) the right to receive Royalty Reports in accordance with the terms of this Agreement For the avoidance of doubt, the Purchased Assets do *not* include, and the Purchaser shall *not* acquire, (i) any right to enforce, or to bring any claim, action or proceeding under, the License Agreement *other than* the rights described in clause (b)(i), (ii) any right to receive any report, data, notice or other information that the Seller receives from Ayrmid, other than the Royalty Report in accordance with the terms of this Agreement, or (iii) any other right, title or interest of the Seller under the License Agreement.

"Purchased Receivables" means eighty percent (80%) of the Receivables. For the avoidance of doubt, the Seller retains the remaining twenty percent (20%) of the Receivables.

"Purchase Price" means $5,600,000.

"Purchaser" has the meaning set forth in the preamble.

"Purchaser Expenses" means all documented reasonable third party expenses incurred by the Purchaser in connection with the transactions contemplated by this Purchase Agreement on or prior to the Closing, provided, that the amount of Purchaser Expenses shall not exceed $100,000.

"Purchaser Indemnified Party" has the meaning set forth in Section 7.1.

"Receivables" means all of the Seller's right, title and interest in and to (a) the Royalty Payments to the extent attributable to sales occurring on or after the Closing Date, (b) all amounts due, payable or paid to the Seller under Section 7.3 of the License Agreement in respect of any underpayment of the amounts described in clause (a), (c) all amounts due, payable or paid to the Seller in lieu of the amounts described in clauses (a) or (b), (d) all interest that becomes payable in respect of the late payment of any of the amounts referred to in the foregoing clauses (a) through (c) pursuant to the License Agreement, (e) all accounts (as defined under the UCC) evidencing the rights to the payments and amounts described in this definition, and (f) all proceeds (as defined under the UCC) of any of the foregoing, in each of cases in clauses (a) through (d), due, payable or paid to the Seller on or after November 15, 20206 attributable to sales occurring on or after the Closing Date. For the avoidance of doubt, Receivables (x) shall include all amounts due, payable or paid to the Seller or any of its Affiliates by one or more licensees under any New Arrangement, (y) shall exclude Milestone Payments and (z) shall be computed without reduction for withholding of any Taxes.

"Receiving Party" has the meaning set forth in Section 8.1.

"Regulatory Agency" means a Governmental Authority with responsibility for the approval of the marketing and sale of pharmaceuticals or other regulation of pharmaceuticals in any country.

"Regulatory Approval" means, collectively, all regulatory approvals, registrations, certificates, authorizations, permits and supplements thereto, as well as associated materials (including the product dossier) pursuant to which the Licensed Products may be marketed, sold and distributed by Ayrmid in a jurisdiction, issued by the appropriate Regulatory Agency.

"Representatives" has the meaning set forth in Section 8.3.

"Royalty Payments" means the royalty payments owed to the Seller pursuant to Section 6.3 of the License Agreement.

"Royalty Reduction" has the meaning set forth in Section 3.13(f).

"Royalty Report" means the royalty reports delivered to the Seller pursuant to Section 7.1 of the License Agreement to the extent related to the Purchased Receivables.

"Royalty Termination Date" means the date of the last royalty payment under the License Agreement or any New Arrangement.

"Seller" has the meaning set forth in the preamble.

"Seller Indemnified Party" has the meaning set forth in Section 7.2.

"Set-off" means any set-off or off-set.

"Subsidiary" means, with respect to any Person, any other Person of which more than 50% of the outstanding Equity Interests of such other Person (irrespective of whether at the time Equity Interests of any other class or classes of such other Person shall or might have voting power upon the occurrence of any contingency) is at the time directly or indirectly owned or controlled by such Person, by such Person and one or more other Subsidiaries of such Person, or by one or more other Subsidiaries of such Person.

"Tax" or "Taxes" means any U.S. federal, state, local or non-U.S. tax, including income, gross receipts, license, payroll, employment, excise, severance, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security, unemployment, disability, real property, personal property, escheat or unclaimed property, sales, use, value added, alternative or add-on minimum, estimated or other tax of any kind whatsoever, including, in each case, (a) any interest, penalty or addition thereto and (b) whether disputed or not.

"Third Party" means any Person that is not a Party or an Affiliate of a Party.

"Third Party Claim" means any claim, action, suit or proceeding by a Third Party, including any investigation by any Governmental Authority.

"Trademarks" means all trademarks, service marks, trade names, brand names, corporate names, trade dress, logos, slogans, designs, symbols, and other indicia of origin or source, together with all translations, adaptations, derivations, and combinations thereof, and all goodwill associated therewith, in each case whether registered or unregistered, and including all registrations and applications for registration thereof, together with all extensions, modifications, and renewals thereof.

"Transaction Documents" means this Purchase Agreement, the Ayrmid Consent, the Disclosure Letter and the Bill of Sale.

"Upstream License" means that certain License Agreement, dated September 2, 2012, between the Seller and Upstream Licensor, as amended by Amendment No. 1 dated November 8, 2012, Amendment No. 2 dated May 7, 2016, Amendment No. 3 dated October 9, 2016, the Amendment Agreement, dated October 2, 2018, the First Addendum dated October 16, 2019, the Amendment to First Addendum dated November 18, 2019, the Second Addendum dated July 7, 2020, the Third Addendum dated March 18, 2021, and the Amendment to Third Addendum dated November 20, 2024 and as amended from time to time (but subject to the terms of this Purchase Agreement with respect to the amendment thereof).

"Upstream Licensor" means Biokine Therapeutics Ltd., a company organized under the laws of the State of Israel.

"Upstream Royalty Payments" means the payments by the Seller to Upstream Licensor pursuant to Section 6.3.1 of the Upstream License.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of Delaware; provided, that, if, with respect to any financing statement or by reason of any provisions of law, the perfection or the effect of perfection or non-perfection of the back-up security interest or any portion thereof granted pursuant to Section 2.1(d) is governed by the Uniform Commercial Code as in effect in a jurisdiction of the United States other than the State of Delaware, then "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions of this Purchase Agreement and any financing statement relating to such perfection or effect of perfection or non-perfection.

"U.S." or "United States" means the United States of America, its 50 states, each territory thereof and the District of Columbia.

Section 1.2 Rules of Construction.

(a) Unless the context otherwise requires, in this Purchase Agreement:

(i) a term has the meaning assigned to it and an accounting term not otherwise defined has the meaning assigned to it in accordance with IFRS;

(ii) unless otherwise defined, all terms that are defined in the UCC shall have the meanings stated in the UCC;

(iii) words of the masculine, feminine or neuter gender shall mean and include the correlative words of other genders;

(iv) the terms "include," "including" and similar terms shall be construed as if followed by the phrase "without limitation";

(v) unless otherwise specified, references to a contract or agreement include references to such contract or agreement as from time to time amended, restated, reformed, supplemented or otherwise modified in accordance with its terms (subject to any restrictions on such amendments, restatements, reformations, supplements or modifications set forth herein), and include any annexes, exhibits and schedules hereto or thereto, as the case may be;

(vi) any reference to any Person shall be construed to include such Person's successors and assigns (subject to any restrictions on assignment, transfer or delegation set forth herein or in any of the other Transaction Document) and any reference to a Person in a particular capacity excludes such Person in other capacities;

(vii) references to any Applicable Law shall include such Applicable Law as from time to time in effect, including any amendment, modification, codification, replacement, or reenactment thereof or any substitution therefor;

(viii) the word "will" shall be construed to have the same meaning and effect as the word "shall";

(ix) the words "hereof," "herein," "hereunder" and similar terms shall refer to this Purchase Agreement as a whole and not to any particular provision hereof, and Article, Section and Exhibit references herein are references to Articles and Sections of, and Exhibits to, this Purchase Agreement unless otherwise specified;

(x) the definitions of terms shall apply equally to the singular and plural forms of the terms defined;

(xi) in the computation of a period of time from a specified date to a later specified date, the word "from" means "from and including" and each of the words "to" and "until" means "to but excluding"; and

(xii) where any payment is to be made, any funds are to be applied or any calculation is to be made under this Purchase Agreement on a day that is not a Business Day, unless this Purchase Agreement otherwise provides, such payment shall be made, such funds shall be applied and such calculation shall be made on the succeeding Business Day, and payments shall be adjusted accordingly.

(b) The provisions of this Purchase Agreement shall be construed according to their fair meaning and neither for nor against any Party irrespective of which Party caused such provisions to be drafted. Each Party acknowledges that it has been represented by an attorney in connection with the preparation and execution of this Purchase Agreement and the other Transaction Documents.

ARTICLE II
PURCHASE AND SALE OF THE PURCHASED ASSETS

Section 2.1 Purchase and Sale.

(a) Subject to the terms and conditions of this Purchase Agreement, on the Closing Date, the Seller hereby sells, assigns, transfers, conveys and grants to the Purchaser, and the Purchaser hereby purchases, acquires and accepts from the Seller, all of the Seller's rights, title and interest in and to the Purchased Assets, free and clear of any and all Liens, other than those Liens created under the Transaction Documents.

(b) The Seller and the Purchaser intend and agree that the sale, assignment, transfer, conveyance and granting of the Purchased Assets under this Purchase Agreement shall be, and are, a true, complete, absolute and irrevocable assignment and sale by the Seller to the Purchaser of the Purchased Assets (including for U.S. federal, state and local income tax purposes) and that such assignment and sale shall provide the Purchaser with the full benefits of ownership of the Purchased Assets. Neither the Seller nor the Purchaser intend the transactions contemplated hereby to be, or for any purpose (including for U.S. federal, state and local income tax purposes) to be characterized as, a loan from the Purchaser to the Seller or a pledge or assignment or a security agreement. The Seller waives any right to contest or otherwise assert that this Purchase Agreement does not constitute a true, complete, absolute and irrevocable sale and assignment by the Seller to the Purchaser of the Purchased Assets under Applicable Law.

(c) The Seller hereby authorizes the Purchaser to execute, record and file, and consents to the Purchaser executing, recording and filing, at the Purchaser's sole cost and expense, financing statements in the appropriate filing offices under the UCC (and continuation statements with respect to such financing statements when applicable), and amendments thereto, in such manner and in such jurisdictions as are necessary or appropriate to evidence or perfect the sale, assignment, transfer, conveyance and grant by the Seller to the Purchaser, and the purchase, acquisition and acceptance by the Purchaser from the Seller, of the Purchased Assets and to perfect the security interest in the Purchased Assets granted by the Seller to the Purchaser pursuant to Section 2.1(d).

(d) Notwithstanding that the Seller and the Purchaser expressly intend for the sale, assignment, transfer, conveyance and granting of the Purchased Assets to be a true, complete, absolute and irrevocable sale and assignment, from an abundance of caution and solely to protect the Purchaser in the event that the transfer contemplated by this Purchase Agreement is held not to be a sale, the Seller hereby assigns, conveys, grants and pledges to the Purchaser, as security for its obligations created hereunder a first priority security interest in and to all of the Seller's right, title and interest in, to and under the Purchased Assets and, in such event, this Purchase Agreement shall constitute a security agreement.

Section 2.2 Payment of the Purchase Price. In full consideration for the sale, transfer, conveyance and granting of the Purchased Assets, and subject to the terms and conditions set forth herein, on the Closing Date, the Purchaser shall pay to Seller an amount equal to the Purchase Price minus the Purchaser Expenses, in immediately available funds by wire transfer to the account specified by Seller in writing on or prior to the Closing Date (the "Closing Payment").

Section 2.3 Payments of the Purchased Receivables.

(a) On or prior to the date of this Agreement, the Seller and Ayrmid shall execute and deliver the Ayrmid Consent to Purchaser. On the Closing Date, the Seller shall deliver the payment instruction contemplated by the Ayrmid Consent to Ayrmid.

(b) The Seller shall not amend, revoke, or otherwise modify the Ayrmid Consent or any subsequent payment direction or instruction to Ayrmid without the prior written consent of the Purchaser.

(c) If, notwithstanding the Ayrmid Consent, Ayrmid, any of its Affiliates, any of its sublicensees, or any other Person makes any future payment of the Purchased Receivables to the Seller or any of its Affiliates, then (i) such amount shall be held by the Seller (or such Affiliate) in trust for the benefit of the Purchaser, (ii) the Seller (or such Affiliate) shall have no right, title or interest whatsoever in such payment and shall not create or suffer to exist any Lien thereon and (iii) the Seller (or such Affiliate) promptly, and in any event no later than five (5) Business Days following the receipt by the Seller (or such Affiliate) of such payment, shall remit such payment to the Purchaser by wire transfer of immediately available funds, without set-off, withholding or deduction of any kind.

(d) If, notwithstanding the Ayrmid Consent, Ayrmid, any of its Affiliates, any of its sublicensees or any other Person makes any payment to the Purchaser that does not consist entirely of Purchased Receivables, then (i) the portion of such payment that does not constitute Purchased Receivables shall be held by the Purchaser in trust for the benefit of the Seller, (ii) the Purchaser shall have no right, title or interest whatsoever in such payment and shall not create or suffer to exist any Lien thereon and (iii) the Purchaser promptly, and in any event no later than five (5) Business Days following the receipt by the Purchaser of such payment, shall remit such payment to such account of the Seller as the Seller may direct in writing by wire transfer of immediately available funds, without set-off, withholding or deduction of any kind.

(e) If Ayrmid takes any Set-off against the Purchased Receivables (other than for any prior overpayment of Purchased Receivables actually made to the Purchaser) for any liability, debt or other obligation that the Seller owes or allegedly owes to Ayrmid, then the Seller shall, promptly following such Set-off, cause an amount equal to such Set-off to be paid to the Purchaser; provided, that if the Seller disputes in good faith the taking of such Set-off or the amount thereof, the Seller may dispute such Set-off with Ayrmid and shall cause an amount equal to such Set-off to be paid to the Purchaser upon the earlier of (A) the date on which such Set-off or the alleged liability, debt or obligation is agreed upon by the Seller and Ayrmid and (B) the date that is thirty (30) days following the date such Set-off was taken.

Section 2.4 No Assumed Obligations. Notwithstanding any provision in this Purchase Agreement or any other writing to the contrary, the Purchaser is purchasing, acquiring and accepting only the Purchased Assets and is not assuming any liability or obligation of the Seller or any of the Seller's Affiliates of whatever nature, whether presently in existence or arising or asserted hereafter, including any liability or obligation of the Seller under the License Agreement. All such liabilities and obligations shall, subject as aforesaid, be retained by, and remain liabilities and obligations of, the Seller or the Seller's Affiliates, as the case may be (the "Excluded Liabilities and Obligations").

Section 2.5 Excluded Assets. The Purchaser does not, (whether by purchase, acquisition or acceptance of the right, title or interest granted hereunder or otherwise pursuant to any of the Transaction Documents), purchase, acquire or accept any assets or contract rights of the Seller under the License Agreement, other than the Purchased Assets, or any other assets of the Seller. The Seller retains its twenty percent (20%) interest in the Receivables, all Milestone Payments, all royalties or other consideration under the Gloria License and all rights reserved to the Seller under the License Agreement other than the Purchased Assets.

ARTICLE III
REPRESENTATIONS AND WARRANTIES OF THE SELLER.

Except as set forth on the Disclosure Letter, the Seller hereby makes each of the following representations and warranties to the Purchaser, as of the date hereof, as follows:

Section 3.1 Organization. The Seller is a corporation duly organized and validly existing under the laws of Israel, it has not been designated by the Registrar of Companies as a "breaching company", and has all corporate power and authority, and all material licenses, permits, franchises, authorizations, consents and approvals of all Governmental Authorities, required to own its property and conduct its business, as now conducted, and to exercise its rights and to perform its obligations under the License Agreement and the Upstream License. The Seller is duly qualified to transact business and is in good standing in every jurisdiction in which such qualification or good standing is required by Applicable Law (except where the failure to be so qualified or in good standing would not reasonably be expected to result in a Material Adverse Effect).

Section 3.2 No Conflicts.

(a) The execution and delivery by the Seller of any of the Transaction Documents, the performance by the Seller of its obligations hereunder or thereunder or the consummation by the Seller of the transactions contemplated hereby or thereby will not (i) contravene, conflict with or violate any material term or provision of any of the organizational documents of the Seller or any of its Subsidiaries, (ii) contravene, conflict with or violate, or give any Governmental Authority or other Person the right to exercise any remedy or obtain any relief under, any Applicable Law or any judgment, order, writ, decree, permit or license of any Governmental Authority to which the Seller or any of its Subsidiaries or any of their respective assets or properties may be subject or bound, (iii) result in a breach or violation of, constitute a default (with or without notice or lapse of time, or both) under, or give any Person the right to exercise any remedy or obtain any additional rights under, or accelerate the maturity or performance of, or payment under, or cancel or terminate, any material contract, agreement, indenture, lease, license, deed, commitment, obligation or instrument to which the Seller or any of its Subsidiaries is a party or by which the Seller or any of its Subsidiaries or any of their respective assets or properties is bound or committed, or (iv) except as provided in any of the Transaction Documents, result in or require the creation or imposition of any Lien on the Intellectual Property Rights, the Licensed Product, the License Agreement or the Purchased Assets.

(b) Except for Liens in favor of Kreos pursuant to the Kreos Loan Documents (which security interest as to the License Agreement will be terminated effective upon the Closing), the Seller has not granted, nor does there exist, any Lien on or relating to the License Agreement, the Intellectual Property Rights or the Licensed Product. Except for Liens created under the Transaction Documents and Liens in favor of Kreos pursuant to the Kreos Loan Documents (which security interest will be terminated effective upon the Closing), the Seller has not granted, nor does there exist, any Lien on or relating to the Purchased Assets. Except for (i) the license granted by the Seller to Ayrmid under the License Agreement and the Gloria License, and (ii) any sublicense by Ayrmid to a Third Party, there are no licenses, sublicenses or other rights under the Intellectual Property Rights that have been granted to any Third Party.

Section 3.3 Authorization. The Seller has all necessary corporate power and authority to execute and deliver the Transaction Documents, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of each of the Transaction Documents and the performance by the Seller of its obligations hereunder and thereunder have been duly authorized by all necessary corporate action on the part of the Seller. Each of the Transaction Documents has been duly executed and delivered by an authorized officer of the Seller. Each of the Transaction Documents constitutes the legal, valid and binding obligation of the Seller, enforceable against the Seller in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general equitable principles.

Section 3.4 Ownership; Capitalization.

(a) The Seller is the exclusive owner, or exclusive licensee, of the entire right, title (legal and equitable) and interest in, to and under the Purchased Assets and the Intellectual Property Rights, free and clear of all Liens other than Liens under the Kreos Documents (which security interest as to the Purchased Assets will be terminated effective upon the Closing). The Seller has duly and legally filed or applied for registration for its ownership interest in the Patents included in the Intellectual Property Rights, including the Patents listed on Schedule 3.11(a) to the Disclosure Letter, in the appropriate agencies and in the jurisdictions listed on Schedule 3.11(a) to the Disclosure Letter. The Purchased Assets sold, contributed, assigned, transferred, conveyed and granted to the Purchaser on the Closing Date have not been pledged, sold, contributed, assigned, transferred, conveyed or granted by the Seller to any other Person. The Seller has full right to sell, contribute, assign, transfer, convey and grant the Purchased Assets to the Purchaser. Upon the sale, contribution, assignment, transfer, conveyance and granting by the Seller of the Purchased Assets to the Purchaser, the Purchaser shall acquire good and marketable title to the Purchased Assets free and clear of all Liens, other than those Liens created under the Transaction Documents, and shall be the exclusive owner of the Purchased Assets. The Purchaser shall have the same rights as the Seller would have with respect to the Purchased Assets (if the Seller were still the owner of such Purchased Assets) against any other Person.

(b) The Seller's Subsidiaries are BioLineRx USA, Inc. and Tetragon Biosciences Ltd.

Section 3.5 Governmental and Third Party Authorizations. The execution and delivery by the Seller of the Transaction Documents, the performance by the Seller of its obligations hereunder and thereunder and the consummation by the Seller of the transactions contemplated hereby and thereby do not require any consent, approval, license, order, authorization or declaration from, notice to, action or registration by, or filing with, any Governmental Authority or any other Person, except for (a) the filing of UCC financing statements, (b) the Ayrmid Consent and (c) the Kreos Consent.

Section 3.6 No Litigation.

(a) There is no action, suit, arbitration proceeding, claim, demand, citation, summons, subpoena or other proceeding (whether civil, criminal, administrative, regulatory or informal) (i) pending or, to the Knowledge of the Seller, threatened in writing by or against the Seller or any of its Affiliates or (ii) to the Knowledge of the Seller, pending or threatened in writing by or against Ayrmid, its Affiliates, or any of their sublicensees, in each case, in respect of the License Agreement, the Intellectual Property Rights, the Licensed Products or the Purchased Assets, at law or in equity that would reasonably be expected to (x) result in a liability to the Seller in excess of $100,000 or (y) adversely affect the Purchased Assets or the Seller's ability to perform its obligations under the Transaction Documents.

(b) There is no inquiry or investigation (whether civil, criminal, administrative, regulatory, investigative or informal) by or before a Governmental Authority (i) pending or, to the Knowledge of the Seller, threatened in writing against the Seller or any of its Affiliates or (ii) to the Knowledge of the Seller, pending or threatened in writing against Ayrmid, in each case in respect of the License Agreement, the Intellectual Property Rights, the Licensed Products or the Purchased Assets, that would reasonably be expected to (x) result in a liability to the Seller in excess of $100,000 or (y) adversely affect the Purchased Assets or the Seller's ability to perform its obligations under the Transaction Documents.

(c) To the Knowledge of the Seller, no event has occurred or circumstance exists that would reasonably be expected to give rise to the commencement of any action, suit, arbitration proceeding, claim, investigation, proceeding or inquiry of the nature described in Section 3.6(a) or Section 3.6(b) that would reasonably be expected to (x) result in a liability to the Seller in excess of $100,000 or (y) adversely affect the Purchased Assets or the Seller's ability to perform its obligations under the Transaction Documents.

Section 3.7 Solvency. Immediately after giving effect to the consummation of the transactions contemplated by the Transaction Documents and the application of the proceeds therefrom, (a) the Seller does not have any present plans or intentions to incur debts or other obligations or liabilities beyond its ability to pay such debts or other obligations or liabilities as they become absolute and matured, (b) the Seller will not have become subject to any Bankruptcy Event and (c) the Seller will not have been rendered insolvent under Applicable Law. For purposes of this Section 3.7, the amount of all contingent obligations at any time shall be computed as the amount that, in light of all facts and circumstances existing at such time, would reasonably be expected to become an actual or matured liability within the applicable time period.

Section 3.8 Tax Matters

(a) No deduction or withholding for or on account of any Tax has been made from any payment to the Seller or any of its Affiliates under the License Agreement. No applicable withholding agent under the License Agreement or any taxing authority has ever notified the Seller that any such withholding may be, was or would have been required.

(b) To the Knowledge of the Seller, there are no existing Liens for Taxes on the Purchased Assets (or any portion thereof).

Section 3.9 No Brokers' Fees. The Seller has not taken any action that would entitle any Person, whose fees will be paid by the Seller, to any commission or broker's fee in connection with the transactions contemplated by this Purchase Agreement.

Section 3.10 Compliance with Laws. None of the Seller or any of its Affiliates (a) is in violation of, or has received written notice of any violation of, or, to the Knowledge of the Seller, is under investigation with respect to or has been threatened in writing to be charged with, any material violation of, any Applicable Law or any judgment, order, writ, decree, injunction, stipulation, consent order, permit or license granted, issued or entered by any Governmental Authority or (b) is subject to any judgment, order, writ, decree, injunction, stipulation or consent order issued or entered by any Governmental Authority, in each case that that would reasonably be expected to (i) result in a liability to Seller in excess of $100,000 or (ii) adversely affect the Purchased Assets or the Seller's ability to perform its obligations under the Transaction Documents.

Section 3.11 Intellectual Property Matters.

(a) Schedule 3.11(a) to the Disclosure Letter sets forth an accurate and complete list of all issued Patents and pending Patent applications covering the Licensed Products. For each Patent listed on Schedule 3.11(a) to the Disclosure Letter the Seller has indicated (i) the countries in which such Patent is pending, allowed, granted or issued, (ii) the proper agency of such country, (iii) a notation of any term extensions, (iv) the patent number and/or patent application serial number, (v) the scheduled expiration date of each such issued Patent, or the expected scheduled expiration date of each Patent issuing from such pending Patent application once issued, and (vi) the registered owner thereof.

(b) The Seller is the sole and exclusive owner or licensee of each of the Patents listed on Schedule 3.11(a) to the Disclosure Letter and each of the inventions claimed in such Patents.

(c) In each Patent and application listed on Schedule 3.11(a) to the Disclosure Letter, to the Knowledge of the Seller, there is at least one valid claim covering the manufacture, use, import, offering for sale, or sale of the Licensed Product.

(d) To the knowledge of the Seller, there are no unpaid maintenance or renewal fees payable by the Seller to any Third Party that currently are overdue for any of the Patents. No Patents listed on Schedule 3.11(a) to the Disclosure Letter have lapsed or been abandoned, cancelled or expired.

(e) To the Knowledge of the Seller, other than as noted in Schedule 3.11(e) to the Disclosure Letter, each Person who has or has had any rights in or to the Patents, including each inventor named on the Patents, has executed a contract assigning his, her or its entire right, title and interest in and to such Patents and the inventions embodied, described and or claimed therein, to the owner thereof, and each such contract has been duly recorded at the applicable Patent Office.

(f) To the Knowledge of the Seller, each individual associated with the filing and prosecution of the Patents, including the named inventors of the Patents, has complied in all material respects with all applicable duties of candor and good faith in dealing with any Patent Office, including any duty to disclose to any Patent Office all information known by such inventors to be material to the patentability of the Patents (including any relevant prior art), in each case, in those jurisdictions where such duties exist.

(g) Subsequent to the issuance of each Patent, neither the Seller nor, to the Knowledge of the Seller, Ayrmid, has filed any terminal or similar disclaimer or made or permitted any other voluntary reduction in the scope or term of such Patent.

(h) There is no pending or, to the Knowledge of the Seller, threatened in writing opposition, interference, reexamination, injunction, claim, suit, action, citation, summons, subpoena, hearing, inquiry, investigation (by the International Trade Commission or otherwise), complaint, arbitration, mediation, demand, decree or other dispute, disagreement, proceeding or claim (collectively, "Disputes") against the Seller challenging the legality, validity, scope, enforceability or ownership of any of the Intellectual Property Rights or that would give rise to any Royalty Reduction against the payments due to the Seller under the License Agreement. To the Knowledge of the Seller, there are no such Disputes that are pending or threatened in writing by Ayrmid, or its Affiliates or sublicensees. There are no Disputes pending or, to the Knowledge of the Seller, threatened in writing by any Third Party against the Seller or, to the Knowledge of the Seller, against Ayrmid or any of its sublicensees involving the Licensed Product. To the Knowledge of the Seller, the Intellectual Property Rights are not subject to any outstanding injunction, judgment, order, decree, ruling, settlement or other disposition of a Dispute. There are no proceedings, other than proceedings in the ordinary course of patent prosecution with respect to the Patents listed on Schedule 3.11(a) to the Disclosure Letter, that are pending against the Seller or, to the Knowledge of the Seller, otherwise pending with respect to such Patents that would reasonably be expected to materially adversely affect the Purchased Receivables.

(i) There is no pending action, suit, proceeding, investigation or claim against the Seller and, to the Knowledge of the Seller, there is no such action, suit, proceeding, investigation or claim pending against Ayrmid or any of its Affiliates or sublicensees or threatened in writing against any of the foregoing, by any Person that claims that the manufacture, use, marketing, sale, offer for sale, importation or distribution of any Licensed Product infringes any patent or other intellectual property rights of any Third Party or constitutes misappropriation of any other Person's trade secrets or other intellectual property rights, in each case that would reasonably be expected to materially adversely affect the Purchased Receivables. To the Knowledge of the Seller, no event has occurred or circumstance exists that would reasonably be expected to give rise to any such action, suit, proceeding, investigation or claim.

(j) To the Knowledge of the Seller, except as set forth on Schedule 3.11(j) to the Disclosure Letter, there are no patents issued, and no pending patent applications with claims reasonably likely to issue, owned by any Third Party that, if issued, would limit or prohibit in any material respect the manufacture, use or sale of any Licensed Product by the Seller, Ayrmid or any of their respective sublicensees or that would give rise to any Royalty Reduction against the payments due to the Seller under the License Agreement.

(k) To the Knowledge of the Seller, except as set forth on Schedule 3.11(k) to the Disclosure Letter, there is no Person infringing any of the Intellectual Property Rights, nor has the Seller received any notice under the License Agreement or put any Person on notice, of actual or alleged infringement of any of the Intellectual Property Rights.

(l) The Seller and, to the Knowledge of the Seller, Ayrmid have taken all reasonable precautions to protect the secrecy, confidentiality and/or value of the applicable Know-How.

(m) The Intellectual Property Rights constitute all of the intellectual property owned or licensed by the Seller or any of the Seller's Affiliates that is, to the Seller's Knowledge, necessary for the manufacture, use, import, export or sale of the Licensed Product.

(n) No written legal opinion concerning or with respect to any Third Party intellectual property rights relating to the Licensed Product, including any freedom-to-operate, product clearance, patentability, validity or right-to-use opinion, has been delivered to the Seller.

(o) To the Knowledge of the Seller, there is no Person who is or claims to be an inventor under any Patent who is not a named inventor thereof.

(p) Schedule 3.11(p) of the Disclosure Letter sets forth an accurate and complete list of all Trademarks owned or licensed by the Seller that are used in, relating to, or necessary for the manufacture, use, import, export or sale of the Licensed Product (the "Product Trademarks"). For each Trademark listed on Schedule 3.11(p) of the Disclosure Letter, the Seller has indicated: (i) the application or registration number, (ii) the status (pending, registered, or unregistered) of such Trademark, (iii) the country or other jurisdiction where such Trademark was registered or filed, (iv) if registered, the registration date and scheduled renewal date, (v) whether such Trademark is owned or licensed by the Seller and, if licensed, the identity of the licensor and the applicable license agreement, and (vi) an image or word mark description of such Trademark. No Product Trademark has lapsed, been abandoned, cancelled, or expired, other than decisions taken in the ordinary course and in the exercise of business judgment with respect to registration and maintenance of such Product Trademark, and to the Knowledge of the Seller, there are no unpaid maintenance or renewal fees currently overdue with respect to any Product Trademark. No Dispute is pending or, to the Knowledge of the Seller, threatened, challenging the validity, enforceability, or ownership of any Product Trademark, and no Product Trademark is subject to any outstanding injunction, judgment, order, decree, ruling, settlement, or other disposition of a Dispute. To the Knowledge of the Seller, the use of the Product Trademarks by Ayrmid in connection with the manufacture, use, import, export or sale of any Product does not infringe, misappropriate, or otherwise violate the Trademark of any Third Party.

Section 3.12 Regulatory Approval and Marketing.

(a) To the Knowledge of the Seller, Ayrmid is in compliance with its obligations to seek, obtain and maintain Regulatory Approval for the Licensed Product to the extent required by the License Agreement.

(b) To the Knowledge of the Seller, the Licensed Product listed on Schedule 3.12 to the Disclosure Letter has received Regulatory Approval for marketing and distribution for the indications and in the countries listed.

Section 3.13 License Agreement.

(a) Other than the Transaction Documents, the License Agreement, the Upstream License, the Gloria License and the Kreos Loan Documents, there is no contract, agreement or other arrangement (whether written or, to the Knowledge of the Seller, oral) to which the Seller or any of its Affiliates is a party that affects or relates to the Purchased Assets, the Licensed Products, Seller's rights or obligations under the License Agreement, the Upstream License, or the Intellectual Property Rights, in a manner that would reasonably be expected to adversely affect the Purchased Receivables. Other than the License Agreement and the agreements listed in Schedule 3.13(a) to the Disclosure Letter, there is no other contract, agreement or other arrangement to which the Seller or any of its Affiliates, on the one hand, and Ayrmid, on the other hand, is a party that relates to the Purchased Assets.

(b) Attached as Exhibit B is a true, correct and complete copy of the License Agreement. The Seller has provided to the Purchaser true, correct and complete copies of (i) all Material Reports that were delivered to the Seller by Ayrmid and (ii) all material notices and correspondence delivered to the Seller by Ayrmid or by the Seller to Ayrmid pursuant to, or relating to, the License Agreement

(c) The License Agreement is in full force and effect and is the legal, valid and binding obligation of the Seller and, to the Knowledge of the Seller, Ayrmid, enforceable against the Seller and, to the Knowledge of the Seller, Ayrmid in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights generally, general equitable principles and principles of public policy. The Seller is not in material breach or violation of or in material default under the License Agreement. To the Knowledge of the Seller, there is no event or circumstance that, upon notice or the passage of time, or both, would constitute or give rise to any material breach or default in the performance of the License Agreement by the Seller or, to the Knowledge of the Seller, Ayrmid.

(d) The Seller has not waived any rights or defaults under the License Agreement or released Ayrmid, in whole or in part, from any of its obligations under the License Agreement. To the Knowledge of the Seller, there are no oral waivers or modifications (or pending requests therefor), by Seller, in respect of the License Agreement. To the Knowledge of the Seller, neither the Seller nor Ayrmid has agreed to amend or waive any provision of the License Agreement, and the Seller has not received or submitted any proposal to do so.

(e) No event has occurred that would give the Seller, or to the Knowledge of the Seller, Ayrmid the right to terminate the License Agreement or cease paying Receivables under the License Agreement. The Seller has not received any notice of an intention by Ayrmid to terminate or breach the License Agreement, in whole or in part, or challenging the validity or enforceability of the License Agreement or the obligation to pay the Receivables under the License Agreement, or alleging that the Seller or Ayrmid is currently in default of its obligations under the License Agreement. To the Knowledge of the Seller, there is and has been no default, violation or breach of Ayrmid under the License Agreement. The Seller has no intention of terminating the License Agreement and has not given Ayrmid any notice of termination of the License Agreement, in whole or in part.

(f) Except as provided in the License Agreement, the Seller is not a party to any agreement providing for any sharing of, or providing for or permitting any right of counterclaim, credit, reduction or deduction by contract or otherwise or permitting any Set-off against, the Receivables.

(g) Ayrmid has not exercised, and, to the Knowledge of the Seller, Ayrmid has not had the right to exercise, and no event or condition exists that, upon notice or passage of time, or both, would permit Ayrmid to exercise, any Royalty Reduction or Set-off against the Receivables or any other amounts payable to the Seller under the License Agreement.

(h) The Seller has not consented to an assignment by Ayrmid of any of Ayrmid's rights or obligations under the License Agreement, and the Seller does not have Knowledge of any such assignment by Ayrmid. The Seller has not assigned, in whole or in part, and has not granted, incurred or suffered to exist any Lien on, the License Agreement or any of the Seller's rights, title or interest in or to the Intellectual Property Rights or the Licensed Product.

(i) Neither the Seller nor Ayrmid has made any claim of indemnification under the License Agreement.

(j) The Seller has not exercised its rights to conduct an audit under the License Agreement.

(k) The Seller has received all amounts owed to it by Ayrmid under the License Agreement.

(l) APHEXDA® is a Licensed Product.

(m) The Seller has not received notice from Ayrmid that Ayrmid has granted a sublicense to any other Person.

Section 3.14 Indebtedness. Other than Indebtedness under the Kreos Documents and lease liabilities disclosed in the Disclosure Letter, the Seller has no Indebtedness.

Section 3.15 Upstream License.

(a) The Upstream License is in full force and effect and is the legal, valid and binding obligation of the Seller and, to the Knowledge of the Seller, the Upstream Licensor, enforceable against the Seller and, to the Knowledge of the Seller, the Upstream Licensor in accordance with its terms, subject, as to enforceability, to bankruptcy, insolvency, reorganization, moratorium or similar laws now or hereafter in effect relating to or affecting creditors' rights generally, general equitable principles and principles of public policy. The Seller is not in breach or violation of or in default under any provision of the Upstream License. There is no event or circumstance that, upon notice or the passage of time, or both, would constitute or give rise to any breach or default in the performance of any material provision of the Upstream License by the Seller, or to the Knowledge of the Seller, the Upstream Licensor.

(b) The Seller has not waived any rights or defaults under the Upstream License or released Upstream Licensor, in whole or in part, from any of its obligations under the Upstream License. To the Knowledge of the Seller, there are no oral waivers or modifications (or pending requests therefor) in respect of the Upstream License. To the Knowledge of the Seller, neither the Seller nor the Upstream Licensor has agreed to amend or waive any provision of the Upstream License, and the Seller has not received or submitted any proposal to do so.

(c) No event has occurred that would give the Seller or, to the Knowledge of the Seller, Upstream Licensor the right to terminate the Upstream License, or for the Seller to cease making payments to Upstream Licensor pursuant to Section 6 of the Upstream License. The Seller has not received any notice of an intention by Upstream Licensor to terminate or breach the Upstream License, in whole or in part, or challenging the validity or enforceability of the Upstream License or Upstream Licensor's obligations under the Upstream License, or alleging that the Seller or Upstream Licensor is currently in default of its obligations under the Upstream License. To the Knowledge of the Seller, there is and has been no default, violation or breach of Upstream Licensor under the Upstream License. The Seller has no intention of terminating the Upstream License and has not given Upstream Licensor any notice of termination of the Upstream License, in whole or in part.

(d) The Seller has not consented to an assignment by Upstream Licensor of any of their respective rights or obligations under the Upstream License, and the Seller does not have Knowledge of any such assignment by Upstream Licensor.

(e) The Seller has paid all amounts that are to the Knowledge of the Seller owed by it to Upstream Licensor under the Upstream License.

(f) Neither the Seller nor any other party to the Upstream License has made any claim of indemnification under the Upstream License.

(g) Attached as Exhibit C is a true, correct and complete copy of the Upstream License. The Seller has provided to the Purchaser true, correct and complete copies of (i) all applicable royalty reports and (ii) all material notices and correspondence delivered by the Seller to Upstream Licensor or by Upstream Licensor to the Seller pursuant to the Upstream License.

Section 3.16 UCC Matters. The Seller's exact legal name is BioLineRx Ltd. The Seller's principal place of business is located at 2 HaMa'ayan Street, Modi'in 7177871, Israel. The Seller's jurisdiction of organization is, and since its formation has been, the State of Israel.

ARTICLE IV
REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser hereby represents and warrants to the Seller, as of the date hereof, as follows:

Section 4.1 Organization. The Purchaser is a corporation duly organized, validly existing and in good standing under the laws of Delaware.

Section 4.2 No Conflicts. The execution and delivery by the Purchaser of any of the Transaction Documents to which it is party, the performance by the Purchaser of its obligations hereunder or thereunder or the consummation by the Purchaser of the transactions contemplated hereby or thereby will not (i) contravene, conflict with or violate any term or provision of any of the organizational documents of the Purchaser, (ii) contravene, conflict with or violate, or give any Governmental Authority or other Person the right to exercise any remedy or obtain any relief under, in any material respect, any Applicable Law or any judgment, order, writ, decree, permit or license of any Governmental Authority to which the Purchaser or any of its assets or properties may be subject or bound or (iii) result in a breach or violation of, constitute a default (with or without notice or lapse of time, or both) under, or give any Person any right to exercise any remedy, or accelerate the maturity or performance of, in any material respect, any contract, agreement, indenture, lease, license, deed, commitment, obligation or instrument to which such Purchaser is a party or by which such Purchaser or any of its assets or properties is bound or committed.

Section 4.3 Authorization. The Purchaser has all necessary power and authority to execute and deliver the Transaction Documents to which it is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of each of the Transaction Documents to which it is party and the performance by the Purchaser of its obligations hereunder and thereunder have been duly authorized by the Purchaser. Each of the Transaction Documents to which the Purchaser is party has been duly executed and delivered by the Purchaser. Each of the Transaction Documents to which the Purchaser is party constitutes the legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally, and general equitable principles.

Section 4.4 Governmental and Third Party Authorizations. The execution and delivery by the Purchaser of the Transaction Documents to which it is party, the performance by the Purchaser of its obligations hereunder and thereunder and the consummation of the transactions contemplated hereby and thereby do not require any consent, approval, license, order, authorization or declaration from, notice to, action or registration by, or filing with, any Governmental Authority or any other Person, except for the filing of UCC financing statements.

Section 4.5 Compliance with Laws. The Purchaser (a) has not violated, and has not been given notice of any violation of, or, to the Knowledge of the Purchaser, is not under investigation with respect to or has not been threatened to be charged with, any violation of, any Applicable Law or any judgment, order, writ, decree, injunction, stipulation, consent order, permit or license granted, issued or entered by any Governmental Authority and (b) is not subject to any judgment, order, writ, decree, injunction, stipulation or consent order issued or entered by any Governmental Authority.

Section 4.6 Sufficiency of Funds. The Purchaser has and will have available at the Closing, sufficient cash on hand or immediately available funds to pay the Purchase Price and to consummate the transactions contemplated by the Transaction Documents, and the Purchaser's obligations under this Purchase Agreement are not subject to, or contingent upon, the availability of financing.

ARTICLE V
COVENANTS

The Parties covenant and agree as follows:

Section 5.1 Books and Records; Notices.

(a) The Seller shall keep and maintain, or cause to be kept and maintained, at all times, full and accurate books and records adequate to reflect accurately all financial information received and all instructions given for payments to be made under the License Agreement in respect of the Purchased Assets.

(b) Promptly (but in no event more than five (5) Business Days) after receipt by the Seller of

(i) (x) notice of the commencement by any Third Party of, or (y) written notice from any Third Party threatening to commence, in either case any action, suit, arbitration proceeding, claim, demand, investigation or other proceeding relating to this Purchase Agreement, any of the other Transaction Documents, the License Agreement, the Upstream License, the Gloria License, any transaction contemplated hereby or thereby or the Purchased Assets (in any case other than any notice contemplated in Section 5.1(e)), or

(ii) any other correspondence relating to the foregoing, the Seller shall (A) notify the Purchaser in writing of the receipt of such notice or correspondence and provide the Purchaser with a written summary of all material details thereof and (B) if such notice is in writing, furnish the Purchaser with a copy thereof and any materials reasonably related thereto.

(c) Following the completion of each Calendar Quarter during the term of this Purchase Agreement, as promptly as practicable, but in any event no later than five (5) Business Days after the Seller receives a Royalty Report for such Calendar Quarter, the Seller shall deliver to the Purchaser a true, correct and complete copy of each report in respect of such completed Calendar Quarter.

(d) Promptly (but in no event more than five (5) Business Days) after receipt by the Seller of any material written notice, certificate, offer, proposal, correspondence, report or other communication relating to the License Agreement, the Upstream License, the Intellectual Property Rights, the Purchased Assets or, except in relation to the Licensed Products (in any case, other than any notice contemplated by Section 5.1(b) or 5.1(e)), the Seller shall (i) notify the Purchaser in writing of the receipt thereof and provide the Purchaser with a written summary of all material details thereof and (ii) to the extent not prohibited by obligations of confidentiality contained in the License Agreement, furnish the Purchaser with a copy thereof.

(e) The Seller shall provide the Purchaser with written notice as promptly as practicable (and in any event within five (5) Business Days) after obtaining Knowledge of any of the following:

(i) the occurrence of any Bankruptcy Event in respect of the Seller;

(ii) any material breach or default by the Seller of or under any covenant, agreement or other provision of any Transaction Document;

(iii) the Seller, Ayrmid, Upstream Licensor, Gloria or any other Third Party receiving any notice of audit or regulatory action by the FDA (or foreign equivalent thereof) relating to the Licensed Products or the Purchased Assets;

(iv) any representation or warranty made by the Seller in this Purchase Agreement or any of the other Transaction Documents (or in any certificate delivered by the Seller to the Purchaser pursuant to this Purchase Agreement) shall prove to be untrue, inaccurate or incomplete in any material respect on the date as of which made; or

(v) the occurrence or existence of any change, effect, event, occurrence, state of facts, development or condition with respect to the Receivables that has had, or would reasonably be expected to have, a Material Adverse Effect.

(f) Upon the delivery of the quarterly Royalty Reports to be delivered to the Purchaser pursuant to Section 5.1(c), Purchaser may reasonably request to hold one videoconference for the purpose of discussing such Royalty Reports. In addition, Purchaser may request that Seller request a videoconference with Ayrmid for the purpose of discussing such Royalty Reports, the Seller shall use it best efforts to hold such conference promptly following the Purchaser's request, and the Seller shall provide a detailed report to the Purchaser following such conference. Where acceptable to Ayrmid, an executive officer of the Purchaser may participate.

(g) The Seller shall notify the Purchaser in writing not less than five (5) Business Days prior to any change in, or amendment or alteration of, the Seller's (i) legal name, (ii) form or type of organizational structure, or (iii) jurisdiction of organization.

(h) The Seller shall notify the Purchaser in writing not more than thirty (30) days after becoming aware that any Tax may be required to be withheld with respect to any payment under the License Agreement or otherwise to the Purchaser pursuant to this Purchase Agreement.

Section 5.2 Public Announcement. No Party shall, and each Party shall cause its Affiliates not to, without the prior written consent of the other Party (which consent shall not be unreasonably withheld, conditioned, or delayed), issue any press release or make any other public disclosure with respect to this Purchase Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby, except if and to the extent that any such release or disclosure is required by Applicable Law, by the rules and regulations of any securities exchange or market on which any security of such Party may be listed or traded or by any Governmental Authority of competent jurisdiction, in which case, the Party proposing to issue such press release or make such public disclosure shall, to the extent reasonably practicable, (a) provide to the other Party a copy of such proposed release or disclosure and (b) consider in good faith any comments or changes that the other Party may propose or suggest; provided that a Party may freely make any public disclosure identical to a disclosure previously reviewed by the other Party in accordance with the foregoing clauses (a) and (b).

Section 5.3 Further Assurances.

(a) Subject to the terms and conditions of this Purchase Agreement, each Party shall use commercially reasonable efforts to execute and deliver such other documents, certificates, instruments, agreements and other writings, take such other actions and perform such additional acts under Applicable Law as may be reasonably requested by the other Party and necessary to implement expeditiously the transactions contemplated by, and to carry out the purposes and intent of the provisions of, this Purchase Agreement and the other Transaction Documents, including to (i) perfect the sale, contribution, assignment, transfer, conveyance and granting of the Purchased Assets to the Purchaser pursuant to this Purchase Agreement, (ii) perfect, protect, more fully evidence, vest and maintain in the Purchaser good, valid and marketable rights and interests in and to the Purchased Assets free and clear of all Liens (other than Liens under the Transaction Documents), (iii) create, evidence and perfect the Purchaser's back-up security interest granted pursuant to Section 2.1(d), and (iv) enable the Purchaser to exercise or enforce any of the Purchaser's rights under any Transaction Document to which the Purchaser is a party.

(b) The Seller and the Purchaser shall cooperate and provide assistance as reasonably requested by any other Party, at the expense of such other Party (except as otherwise set forth herein), in connection with any litigation, arbitration, investigation or other proceeding (whether threatened, existing, initiated or contemplated prior to, on or after the Closing Date) to which the other Party, any of its Affiliates or controlling Persons or any of their respective officers, directors, managers, employees or controlling Persons is or may become a party or is or may become otherwise directly or indirectly affected or as to which any such Persons have a direct or indirect interest, in each case relating to any Transaction Document, the transactions contemplated hereby or thereby or the Purchased Assets, but in all cases excluding any litigation brought by the Seller (for itself or on behalf of any Seller Indemnified Party) against the Purchaser or brought by the Purchaser (in each case, for itself or on behalf of any Purchaser Indemnified Party) against the Seller.

(c) The Seller shall use its commercially reasonable efforts to comply in all material respects with all Applicable Laws with respect to the Transaction Documents, the License Agreement and the Purchased Assets, except where compliance therewith is being contested by the Seller in good faith by appropriate proceedings.

(d) The Seller shall not enter into any contract, agreement or other legally binding arrangement (whether written or oral), or grant any right to any other Person, in any case that would reasonably be expected to conflict with the Transaction Documents or serve or operate to limit, circumscribe or alter any of the Purchaser's rights under the Transaction Documents (or the Purchaser's ability to exercise any such rights).

Section 5.4 License Agreement.

(a) The Seller (i) shall perform and comply with in all material respects its obligations under the License Agreement, (ii) shall not, except with the Purchaser's consent, (A) forgive, release or compromise any Purchased Receivables payable by Ayrmid under the License Agreement, or (B) amend, modify, supplement, restate, waive, cancel or terminate (or consent to any cancellation or termination of), in whole or in part, any provision of or right under the License Agreement in a manner that would adversely affect the Purchaser's rights under this Purchase Agreement (including the timing, amount or duration of the Purchased Receivables), (iii) shall not, except with the Purchaser's consent, which consent shall not be unreasonably withheld, conditioned or delayed, enter into any new contract, agreement or legally binding arrangement in respect of the Purchased Receivables, or in respect to the Intellectual Property Rights or the Licensed Product to the extent that doing so would adversely affect and the Purchased Receivables; and (iv) shall not agree to do any of the foregoing. The Seller shall promptly (and in any case within five (5) Business Days) deliver to the Purchaser copies of all fully-executed or definitive writings related to the matters set forth in clauses (ii), (iii) and (iv) of the immediately preceding sentence. Except as otherwise expressly set forth in this Article V and except as otherwise consented to by the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, the Seller shall not grant or withhold any consent, exercise or waive any right or option, fail to exercise any right or option or deliver to Ayrmid any material notice under the License Agreement; provided, that the foregoing shall not apply to any consent, waiver, exercise or failure to exercise any right or option, or notice under the License Agreement that does not relate to, and would not reasonably be expected to adversely affect, the Purchased Receivables, the Intellectual Property Rights or the Purchaser's rights under this Purchase Agreement. The Seller shall promptly (and in any case within five (5) Business Days) deliver to the Purchaser copies of all fully-executed or definitive writings related to the matters set forth in the immediately preceding sentence.

(b) Promptly (and in any case within five (5) Business Days) after (i) receiving (x) notice from Ayrmid, including any notice terminating the License Agreement (in whole or in part), alleging any breach of or default under the License Agreement by the Seller related to the Receivables, or any other material breach or default, or asserting the existence of any facts, circumstances or events that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to a breach of or default under the License Agreement by the Seller related to the Receivables, or any other material breach or default, or the right to terminate the License Agreement (in whole or in part) by Ayrmid, or (y) any other correspondence relating to the foregoing, or (ii) the Seller otherwise has Knowledge of any fact, circumstance or event that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to a breach of or default under the License Agreement by the Seller related to the Receivables, or any other material breach or default, or the right to terminate the License Agreement (in whole or in part) by Ayrmid, in each case the Seller shall (A) (x) give written notice thereof to the Purchaser and provide the Purchaser with a written summary of all material details thereof, (y) include a copy of any written notice received from Ayrmid, and (z) in the case of any such breach or default or alleged breach or default by the Seller, describe in reasonable detail any corrective action the Seller proposes to take in respect of such breach or default, and (B) in the case of any such breach or default or alleged breach or default by the Seller, use commercially reasonable efforts to cure such breach or default and give written notice to the Purchaser upon curing such breach or default; provided, however, that, if the Seller fails to promptly (and in any event at least five (5) days prior to the expiration of the cure period applicable thereto) cure any such breach or default, without limiting any other rights it may have, the Purchaser shall, following good faith consultation with Seller, upon written notice to the Seller and to the extent permitted by the License Agreement, be entitled to take any and all actions the Purchaser considers reasonably necessary to promptly cure such breach or default, and the Seller shall cooperate with the Purchaser for such purpose and reimburse the Purchaser, promptly (but in no event later than five (5) Business Days) following demand, for all reasonable out-of-pocket costs and expenses incurred by the Purchaser in connection therewith.

(c) Promptly after the Seller obtains Knowledge of any actual or alleged breach of or default that relates to the Receivables or any other actual or alleged material breach of or default under any License Agreement by Ayrmid or of the existence of any facts, circumstances or events that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to any such breach of or default or the right to terminate the License Agreement (in whole or in part) by the Seller, in each case the Seller shall promptly (but in any event within five (5) Business Days) give written notice thereof to the Purchaser and provide the Purchaser with a written summary of all material details thereof and, where the breach or default reasonably relates to the Purchased Receivables or would adversely affect and the Purchased Receivables, act as mutually agreed by the Seller and the Purchaser to take such permissible actions (including commencing legal action against Ayrmid and the selection of legal counsel reasonably satisfactory to the Purchaser) to enforce compliance by Ayrmid with the relevant provisions of the License Agreement and to exercise any or all of the Seller's rights and remedies, whether under the License Agreement or by operation of law, with respect thereto. If the Seller is required to act as mutually agreed pursuant to this Section 5.4(c), then the Purchaser shall reimburse the Seller, promptly on demand, for all out-of-pocket costs and expenses (including the reasonable fees and expenses of the Seller's counsel) incurred by the Seller in connection with the Seller's actions and exercise of rights and remedies pursuant the immediately preceding sentence; provided, however, that such out-of-pocket costs and expenses (including the reasonable fees and expenses of the Seller's counsel) shall be borne by the Seller if (x) such breach, default or termination event or alleged breach, default or termination event results from a breach of or default under the License Agreement by the Seller or (y) the Seller acts without or contrary to the mutually agreed course of action. The Purchaser shall, except to the extent prohibited by the obligations of confidentiality contained in the License Agreement, have the right, at its sole cost and expense, to attend (or, if the Seller is required to act as directed by the Purchaser pursuant to this Section 5.4(c), participate in) any meeting, discussion, action, suit or other proceeding relating to any such breach, default or termination event or alleged breach, default or termination event, including any counterclaim, settlement discussions or meetings, to the extent same would be reasonably expected to affect the Purchased Receivables; provided, however, that the Purchaser shall have no such right to attend or participate, as applicable, if the exercise thereof would adversely affect the maintenance by the Seller of any applicable attorney-client privilege (and, in such event, the Parties agree to use commercially reasonable efforts to effect such other arrangements to preserve such privilege, including negotiating to enter into a mutually-acceptable joint defense agreement). Notwithstanding anything to the contrary contained in this Article V, nothing herein shall prevent, restrict or limit the Purchaser, from directly enforcing, at the Purchaser's sole cost and expense, Ayrmid's payment obligations in respect of the Purchased Receivables with counsel selected by the Purchaser in its sole discretion in the event that the Seller fails to enforce such provisions after a thirty (30) day notice from the Purchaser to both the Seller and Ayrmid of such failure; provided, however, that the Seller shall make available its relevant records and personnel to the Purchaser in connection with any such enforcement and provide reasonable assistance and authority to file and bring any legal action in connection therewith, including, if required, being joined as a party plaintiff, and the Purchaser shall reimburse the Seller, promptly on demand, for all out-of-pocket costs and expenses incurred by the Seller in connection therewith, (x) unless Ayrmid's breach, default or termination event or alleged breach, default or termination event results from a breach of or default under the License Agreement by the Seller or (y) the Seller acts without or contrary to the Parties' mutual agreement as per this Section 5.4(c)).

(d) Patent Prosecution, Enforcement and Defense.

(i) To the extent required or permitted by the License Agreement, the Seller shall take any and all commercially reasonable actions, and prepare, execute, deliver and file any and all agreements, documents and instruments, that are reasonably necessary to diligently prosecute, obtain, preserve and maintain the applicable Intellectual Property Rights, including payment of maintenance fees or annuities, prosecuting and maintaining any corrections, substitutions, reissues, reviews and reexaminations, and seeking and obtaining patent term extensions, supplementary protection certificates and any other forms of patent term restoration. In connection with any actions or decisions by the Seller not to act in respect of matters contemplated by the foregoing sentence, to the extent such action or decision would reasonably be expected to have a Material Adverse Effect, the Seller shall provide advance written notice of all such actions or decisions not to act in order to consult with the Purchaser, and the Seller shall, in good faith, give due consideration to any reasonable suggestions of, the Purchaser.

(ii) To the extent required by the License Agreement, the Seller shall (A) diligently defend (and enforce) the applicable Intellectual Property Rights against infringement or interference by any other Person, and against any claims of invalidity or unenforceability, in any jurisdiction (including by bringing any legal action for infringement or defending any counterclaim of invalidity or action of any other Person for declaratory judgment of non-infringement or non-interference) and (B) when available in respect of the Licensed Product exclusively in the United States, seek to obtain any corrections, substitutions, reissues and reexaminations thereof. In connection with the Seller's actions or decisions not to act in respect of matters contemplated by the foregoing sentence, the Seller shall provide advance written notice of all such actions or decisions not to act in order to consult with the Purchaser, if applicable, and, if applicable, allow the Purchaser sufficient time to issue instructions. The Seller shall promptly (but in any event within five (5) Business Days) provide to the Purchaser a copy of any written notice or other documentation received in connection with any such legal action, suit or other proceeding.

(iii) The Seller shall promptly (but in any event within five (5) Business Days) after receipt thereof, provide to the Purchaser a copy of all substantive written notices or other documentation relating to the patentability, enforceability, validity, scope or term of the Patents, and shall provide the Purchaser with a copy of drafts of any written material proposed to be filed in response thereto.

(iv) The Parties shall bear their own costs and expenses in connection with the actions taken pursuant to this Section 5.4.

(v) The Seller may disclaim or abandon, (or agree to a disclaimer or abandonment of) any Intellectual Property Rights if (i) doing so would not be reasonably expected to have an adverse effect on the Purchased Receivable, and (ii) the Seller consults with the Purchaser in advance and considers in good faither any comments provided by the Purchaser in respect thereof.

(e) Except in connection with any assignment by the Seller of its rights and a delegation by the Seller of its obligations under this Purchase Agreement pursuant to and in accordance with Section 10.3, the Seller shall not encumber, grant a Lien on, dispose of, assign or otherwise transfer, in whole or in part, the Purchased Receivables without the Purchaser's prior written consent. Any restriction under this Section 5.4 on dealings with the License Agreement or Intellectual Property Rights shall apply only to the extent such dealings would reasonably be expected to adversely affect the Purchased Receivables and the Purchaser's ownership thereof.

Section 5.5 Termination of the License Agreement.

(a) If Ayrmid terminates the License Agreement or the License Agreement otherwise terminates (whether in whole or in part) during the term of the License Agreement, then the Purchaser shall have the right following such termination to negotiate a license with a Third Party with respect to the applicable Intellectual Property Rights for such Third Party to make, have made, use, import, offer for sale and sell the Licensed Product in the Territory, which license shall (i) become effective not earlier than the effective date of such termination, (ii) expire not later than the last day of the Term (as defined in the License Agreement) that would have applied but for such termination, and (iii) include terms, conditions and limitations that are not materially less favorable to the Seller than those contained in the License Agreement, including with respect to obligations and costs imposed on the Seller, and shall require the Seller's prior written consent, not to be unreasonably withheld, conditioned or delayed (any such license, a "New Arrangement"). The Seller shall reasonably cooperate and assist the Purchaser in connection with the Purchaser's pursuit and negotiation of the New Arrangement, including by executing and delivering any agreements, documents, or instruments reasonably necessary to effect the New Arrangement.

(b) Each of the Seller and the Purchaser shall bear its own costs and expenses in connection with any New Arrangement.

Section 5.6 Audits.

(a) The Seller shall not, without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned or delayed, cause an inspection or audit of Ayrmid's books and records to be conducted pursuant to and in accordance with Section 7.3 of the License Agreement, to the extent such inspection or audit relates to the Purchased Assets. From time to time, but not more frequently than once per calendar year, following good faith consultation with Seller, and with the consent of Seller, which consent shall not be unreasonably withheld, conditioned or delayed, the Purchaser may direct the Seller to cause an inspection or audit of Ayrmid's books and records in respect of the Purchased Assets to be conducted pursuant to and in accordance with Section 7.6 of the License Agreement, and the Seller shall promptly cause such inspection or audit to be conducted upon the Purchaser's written request. For purposes of exercising the Purchaser's rights pursuant to this Section 5.6(a), the Purchaser shall have the right to select an independent public accountant reasonably acceptable to Ayrmid to conduct such inspection or audit. The Seller shall reasonably cooperate with the Purchaser and such independent public accountant in connection with any such inspection or audit, including by providing any authorizations, consents, or directions required under the License Agreement.

(b) The Seller and the Purchaser agree that all expenses of any inspection or audit carried out at the direction of the Purchaser pursuant to Section 5.6(a) shall be borne by the Purchaser; provided that if Ayrmid is required to reimburse such audit expenses in accordance with Section 7.6 of the License Agreement, such reimbursement shall be for the account of the Purchaser. The Purchaser shall promptly (but in no event later than five (5) Business Days) furnish to the Seller any inspection or audit report prepared in connection with such inspection or audit.

(c) In the event that any inspection or audit conducted pursuant to Section 5.6(a) reveals that the amounts actually paid to the Purchaser for any period in respect of the Receivables were greater than the amounts that should have been paid to the Purchaser for such period in respect of the Receivables, the Purchaser shall cause the amount of such overpayment to be paid to Ayrmid promptly (but in no event later than five (5) Business Days) after delivery to the Purchaser of the applicable inspection or audit report showing such overpayment.

(d) In the event that any inspection or audit conducted pursuant to Section 5.6(a) reveals that the amounts actually paid to the Purchaser for any period in respect of the Receivables were less than the amounts that should have been paid to the Purchaser for such period in respect of the Receivables, the Seller shall cooperate and provide assistance as reasonably requested by the Purchaser to cause the amount of such underpayment to be paid to the Purchaser by Ayrmid in accordance with Section 7.6 of the License Agreement promptly after delivery to the Purchaser of the applicable inspection or audit report showing such underpayment.

Section 5.7 Upstream License.

(a) The Seller (i) shall perform and comply in all respects with its obligations to pay Upstream Licensor the Upstream Royalty Payments and any other amounts owed to Upstream Licensor pursuant to Section 6 of the Upstream License, (ii) shall perform and comply with in all material respects its other obligations under the Upstream License, (iii) shall not, except with the Purchaser's consent, amend, modify, supplement, restate, waive, cancel or terminate (or consent to any cancellation or termination of), in whole or in part, any provision of or right under the Upstream License that would affect the Purchaser's purchase of the Purchased Assets and its rights pursuant to this Agreement, (iv) shall not, except with the Purchaser's consent, enter into any new contract, agreement or legally binding arrangement which would reasonably be expected to have an adverse effect on the Upstream License; and (v) shall not agree to do any of the foregoing. The Seller shall promptly (and in any case within four (4) Business Days) deliver to the Purchaser copies of all fully-executed or definitive writings related to the matters set forth in clauses (iii), (iv) and (v) of the immediately preceding sentence.

(b) Except as otherwise expressly set forth in this Article V and except as otherwise consented to by the Purchaser, the Seller shall not grant or withhold any consent, exercise or waive any right or option, fail to exercise any right or option or deliver to Upstream Licensor any notice under the Upstream License. The Seller shall promptly (and in any case within four (4) Business Days) deliver to the Purchaser copies of all fully-executed or definitive writings related to the matters set forth in the immediately preceding sentence.

(c) Promptly (and in any case within three (3) Business Days) after (i) receiving (x) notice from Upstream Licensor, including any notice terminating the Upstream License (in whole or in part), alleging any breach of or default under the Upstream License by the Seller, or asserting the existence of any facts, circumstances or events that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to a breach of or default under the Upstream License by the Seller, or the right to terminate the Upstream License (in whole or in part) by Upstream Licensor, or (y) any other correspondence relating to the foregoing, or (ii) the Seller otherwise has Knowledge of any fact, circumstance or event that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to a breach of or default under the Upstream License by the Seller, or the right to terminate the Upstream License (in whole or in part) by Upstream Licensor, in each case the Seller shall (A) (x) give written notice thereof to the Purchaser and provide the Purchaser with a written summary of all material details thereof, (y) to the extent not prohibited by obligations of confidentiality contained in the Upstream License, include a copy of any written notice received from Upstream Licensor, as applicable, and (z) in the case of any such breach or default or alleged breach or default by the Seller, describe in reasonable detail any corrective action the Seller proposes to take in respect of such breach or default, and (B) in the case of any such breach or default or alleged breach or default by the Seller, use its commercially reasonable efforts to cure such breach or default and give written notice to the Purchaser upon curing such breach or default.

(d) Promptly after the Seller obtains Knowledge of any actual or alleged breach of or default or any other actual or alleged material breach of or default under the Upstream License by Upstream Licensor, as applicable, or of the existence of any facts, circumstances or events that, alone or together with other facts, circumstances or events, would reasonably be expected (with or without the giving of notice or passage of time, or both) to give rise to any such breach of or default or the right to terminate the Upstream License (in whole or in part) by the Seller, in each case the Seller shall promptly (but in any event within three (3) Business Days) give written notice thereof to the Purchaser and provide the Purchaser with a written summary of all material details thereof and act as mutually agreed to take such permissible actions (including commencing legal action against Upstream Licensor, as applicable, and the selection of legal counsel reasonably satisfactory to the Purchaser) to enforce compliance by Upstream Licensor, as applicable, with the relevant provisions of the Upstream License and to exercise any or all of the Seller's rights and remedies, whether under the Upstream License or by operation of law, with respect thereto. If the Seller is required to act as directed by the Purchaser pursuant to this Section 5.7(d), then the Purchaser shall reimburse the Seller, promptly on demand, for all out-of-pocket costs and expenses (including the reasonable fees and expenses of the Seller's counsel) incurred by the Seller in connection with the Seller's actions and exercise of rights and remedies pursuant to the immediately preceding sentence; provided, however, that such out-of-pocket costs and expenses (including the reasonable fees and expenses of the Seller's counsel) shall be borne by the Seller if (x) such breach, default or termination event or alleged breach, default or termination event results from a breach of or default under the Upstream License by the Seller or (y) the Seller acts without or contrary to the Purchaser's direction.

Section 5.8 Tax Matters.

(a) All payments to the Purchaser under this Purchase Agreement shall be made without any deduction or withholding for or on account of any Tax unless required by Applicable Law. If the Seller becomes aware that or intends to make any deduction or withholding by the Seller, Ayrmid, or any other applicable withholding agent is required by Applicable Law as a result of actions by Seller, the Seller shall provide the Purchaser with prior written notice thereof to the extent reasonably practicable at least five (5) Business Days in advance of making any such deduction or withholding.

(b) The Seller shall notify the Purchaser in writing promptly (but in no event later than five (5) Business Days) following (i) the receipt of any written notification by Ayrmid or any Affiliate of Ayrmid that Ayrmid intends to deduct or withhold any Tax from any payment under the License Agreement, or (ii) the Seller obtaining Knowledge that Ayrmid has redomiciled or assigned its rights or obligations under the License Agreement in circumstances that would give rise to a deduction or withholding obligation pursuant to Section 7.5.2 of the License Agreement. The Parties shall cooperate in good faith to reduce or eliminate any such deduction or withholding, including by providing to the applicable withholding agent certificates and such other information as is necessary to establish an exemption or reduction from such deduction or withholding; provided that no Party shall be obligated to provide any certificate or information if it is legally unable to do so.

(c) The Parties agree not to take any position that is inconsistent with the provisions of Section 2.1(b) on any Tax return or in any Tax audit or other administrative or judicial proceeding unless required by Applicable Law or the good faith resolution of a Tax audit or other Tax proceeding. If there is an inquiry by any Governmental Authority of the Seller or the Purchaser related to the treatment described in Section 2.1(b), the Party receiving such inquiry shall promptly inform the other Party of such inquiry and the Parties shall cooperate with each other in responding to such inquiry in a commercially reasonable manner that is consistent with Section 2.1(b).

Section 5.9 Existence. The Seller shall (a) preserve and maintain its existence, (b) qualify and remain qualified in good standing in its jurisdiction of incorporation, (c) comply with its organizational documents, except, in the case of this clause (c), for any non-compliance that would not reasonably be expected to have a Material Adverse Effect and except that nothing herein shall prohibit a merger, consolidation, reorganization, change of control, asset sale or other transaction permitted under Section 10.3, including cessation of the Seller's separate existence in connection with such transaction. In addition, Seller shall not (x) create, incur, assume or suffer to exist any lien, upon or with respect to the Purchased Assets, (y) encumber, pledge or suffer to exist any lien upon or with respect to any of the Intellectual Property Rights to the extent that doing so would reasonably be expected to adversely affect the Purchased Receivables or the Purchaser's ownership thereof; or (z) enter into any agreement or take any action that could reasonably be expected to (A) violate or result in a breach of Seller's obligations under the License Agreement or (B) adversely affect the timing, amount or duration of Purchased Receivables.

ARTICLE VI
THE CLOSING

Section 6.1 Closing. The closing of the transactions contemplated hereby (the "Closing") shall take place by electronic exchange of signatures on the date hereof, or such other date as the Parties shall mutually agree, subject to the satisfaction or applicable waiver of the conditions set forth in Section 6.2 and Section 6.3. The date on which the Closing actually occurs shall be referred to as the "Closing Date". For the avoidance of doubt, should Closing not occur by February 1, 2027, either party may provide written notice of termination of the Agreement to the other party; provided, however, that the parties shall take all reasonable, good faith actions to fulfill the Closing conditions hereinbelow prior to such date.

Section 6.2 Closing Deliverables of the Seller. At the Closing, the Seller shall deliver or cause to be delivered to the Purchaser the following:

(a) the Bill of Sale duly executed by the Seller;

(b) a certificate of an executive officer of the Seller dated as of the Closing Date and: (i) attaching copies, certified by such officer as true and complete, of (x) the organizational documents of the Seller and (y) resolutions of the governing body of the Seller authorizing and approving the execution, delivery and performance by the Seller of the Transaction Documents and the transactions contemplated hereby and thereby, (ii) setting forth the incumbency of the officer or officers of the Seller who have executed and delivered the Transaction Documents, including therein a signature specimen of each such officer or officers and (iii) attaching a copy, certified by such officer as true and complete, of a good standing certificate of the appropriate Governmental Authority of the Seller's jurisdiction of organization, stating that the Seller is in good standing under the laws of such jurisdiction;

(c) the Kreos Consent, duly executed by Kreos and the Seller, in form suitable for filing in all applicable jurisdictions;

(d) the Ayrmid Consent, duly executed by Ayrmid and the Seller;

(e) a duly executed IRS Form W-8BEN-E or other appropriate form under Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Purchaser to determine what if any tax deduction or withholding is required to be made; and

(f) a legal opinion of counsel to the Seller regarding the due authorization of the Seller entering into the Agreement, in form and substance reasonably satisfactory to the Purchaser.

Section 6.3 Closing Deliverables of the Purchaser. At the Closing, the Purchaser shall deliver or cause to be delivered to the Seller the following:

(a) the Bill of Sale duly executed by the Purchaser;

(b) the Closing Payment, less any amounts owed to Kreos under the Kreos Consent, which the Purchaser shall deliver directly to Kreos;

(c) UCC-1 financing statements to evidence and perfect the sale, assignment, transfer, conveyance and grant of the Purchased Assets pursuant to Section 2.1 and the back-up security interest granted pursuant to Section 2.1(d); and

(d) a duly executed IRS Form W-9 from the Purchaser that it is a U.S. person and exempt from U.S. federal backup withholding.

ARTICLE VII
INDEMNIFICATION

Section 7.1 Indemnification by the Seller. The Seller agrees to indemnify the Purchaser and its Affiliates and their respective directors, officers, employees and agents (each, a "Purchaser Indemnified Party") harmless from and against any and all Losses actually incurred by such Purchaser Indemnified Party, whether or not involving a Third Party Claim, as a direct result of (a) any breach of any representation or warranty made by the Seller in any of the Transaction Documents, (b) any breach of any express covenant of the Seller in any of the Transaction Documents, (c) any Excluded Liabilities and Obligations actually asserted by against a Purchaser Indemnified Party by a Third Party as a result of the transactions contemplated hereby or (d) any brokerage or finder's fees or commissions or similar amounts owed by the Seller to any brokers, financial advisors or comparable other Persons retained or employed by it in connection with the transactions contemplated by this Purchase Agreement. Any amounts due to any Purchaser Indemnified Party hereunder shall be payable by the Seller to such Purchaser Indemnified Party within ten (10) Business Days from receipt of a demand or, in the case of a disputed claim, from the date of agreement or final determination. The Seller's aggregate liability to the Purchaser and all Purchaser Indemnified Parties under all Transaction Documents and in connection with the transactions contemplated hereby, regardless of the form of claim, except in cases of Seller's actual intentional fraud, shall not exceed an amount equal to (i) one hundred seventy five percent (175%) of the Purchase Price minus (ii) the amount of Purchased Receivables actually received by the Purchaser.

Section 7.2 Indemnification by the Purchaser. The Purchaser agrees to indemnify and hold each of the Seller and its Affiliates and any or all of their respective partners, directors, officers, managers, members, employees, agents and controlling Persons (each, a "Seller Indemnified Party") harmless from and against, and will pay to each Seller Indemnified Party the amount of, any and all Losses awarded against or incurred or suffered by such Seller Indemnified Party, whether or not involving a Third Party Claim, arising out of (a) any breach of any representation or warranty made by the Purchaser in any of the Transaction Documents or any certificate delivered by the Purchaser to the Seller in writing pursuant to this Purchase Agreement, or (b) any breach of or default under any covenant or agreement of the Purchaser in any Transaction Document to which the Purchaser is party. Any amounts due to any Seller Indemnified Party hereunder shall be payable by the Purchaser to such Seller Indemnified Party upon demand.

Section 7.3 Procedures for Third Party Claims. If any Third Party Claim shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party pursuant to Section 7.1 or Section 7.2, the indemnified party shall, promptly after receipt of notice of the commencement of such Third Party Claim, notify the indemnifying party in writing of the commencement thereof, enclosing a copy of all papers served, if any; provided, that the omission to so notify such indemnifying party will not relieve the indemnifying party from any liability that it may have to any indemnified party under Section 7.1 or Section 7.2 unless, and only to the extent that, the indemnifying party is actually prejudiced by such omission. In the event that any Third Party Claim is brought against an indemnified party and it notifies the indemnifying party of the commencement thereof in accordance with this Section 7.3, the indemnifying party will be entitled, at the indemnifying party's sole cost and expense, to participate therein and, to the extent that it may wish, to assume the defense thereof, with counsel reasonably satisfactory to such indemnified party (who shall not, except with the consent of the indemnified party, be counsel to the indemnifying party), and, after notice from the indemnifying party to such indemnified party of its election so to assume the defense thereof, the indemnifying party will not be liable to such indemnified party under this Article VII for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. In any such Third Party Claim, an indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the sole cost and expense of such indemnified party unless (a) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (b) the indemnifying party has assumed the defense of such proceeding and has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party or (c) the named parties to any such Third Party Claim (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential conflicts of interests between them based on the advice of counsel to the indemnified party. It is agreed that the indemnifying party shall not, in connection with any Third Party Claim or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where necessary) for all such indemnified parties. The indemnifying party shall not be liable for any settlement of any Third Party Claim effected without its written consent, but, if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any Loss by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or discharge of any pending or threatened Third Party Claim in respect of which any indemnified party is or could have been a party and indemnity could be sought hereunder by such indemnified party, unless such settlement, compromise or discharge, as the case may be, (i) includes an unconditional, full written release of such indemnified party, in form and substance reasonably satisfactory to the indemnified party, from all liability on claims that are the subject matter of such claim or proceeding, (ii) does not include any statement as to an admission of fault, culpability or failure to act by or on behalf of any indemnified party and (iii) does not impose any continuing obligations or restrictions other than customary and reasonable confidentiality obligations relating to such claim, settlement or compromise.

Section 7.4 Other Claims. A claim by an indemnified party under this Article VII for any matter not involving a Third Party Claim and in respect of which such indemnified party would be entitled to indemnification hereunder may be made by delivering, in good faith, a written notice of demand to the indemnifying party, which notice shall contain (a) a description and the amount of any Losses incurred or suffered or reasonably expected to be incurred or suffered by the indemnified party, (b) a statement that the indemnified party is entitled to indemnification under this Article VII for such Losses and a reasonable explanation of the basis therefor, and (c) a demand for payment in the amount of such Losses. For all purposes of this Section 7.4, the Seller shall be entitled to deliver such notice of demand to the Purchaser on behalf of the Seller Indemnified Parties, and the Purchaser shall be entitled to deliver such notice of demand to the Seller on behalf of the Purchaser Indemnified Parties.

Section 7.5 Survival. All representations and warranties made in this Purchase Agreement shall survive the execution and delivery of this Purchase Agreement and the Closing until the date that is eighteen (18) months after Closing, except that the representations in Section 3.3 and Section 3.4(a) shall survive for three (3) years after Closing, and those in Section 3.8 shall survive for six (6) years after Closing. Covenants shall survive for their expressly stated duration or, if no duration is stated, until termination of this Purchase Agreement, without prejudice to claims for breaches occurring before such termination. No claim may be brought after the applicable survival period unless written notice reasonably describing the factual basis of the claim has been delivered before expiry, in which case only that notified claim survives until resolution. The survival periods and claim deadlines in this paragraph apply notwithstanding Section 9.2 or any other Transaction Document. No Purchaser Indemnified Party may recover for a breach of representation or warranty breach actually known to the Purchaser's transaction team before Closing, unless otherwise expressly reserved in writing by agreement with the Seller.

Section 7.6 Remedies. Except in the case of actual fraud and except for equitable relief as set forth in Section 10.1, the indemnification afforded by this Article VII shall be the sole and exclusive remedy for any and all damages and Losses arising under or in connection with the Transaction Documents and the transactions contemplated thereby, including any and all Losses incurred by a Party in connection with any breach of any representation or warranty made by a Party in any of the Transaction Documents or any breach of or default under any express covenant by a Party pursuant to any Transaction Document. All such claims, including claims asserted under another Transaction Document, in tort or otherwise, are subject to the applicable aggregate limitations, exclusions and claim procedures in this Article VII, and no Party may circumvent them by recharacterizing a claim. No Party may obtain duplicative recovery or circumvent those limitations by recharacterizing a claim.

Section 7.7 Limitations. NOTWITHSTANDING ANYTHING IN THIS PURCHASE AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL ANY SELLER INDEMNIFIED PARTY OR PURCHASER INDEMNIFIED PARTY HAVE ANY LIABILITY FOR, OR LOSSES BE DEEMED TO INCLUDE, ANY SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR ANY LOST PROFITS, WHETHER IN CONTRACT OR TORT, REGARDLESS OF WHETHER THE OTHER PARTY SHALL BE ADVISED, SHALL HAVE REASON TO KNOW, OR IN FACT SHALL KNOW OF THE POSSIBILITY OF SUCH DAMAGES SUFFERED OR INCURRED BY ANY SUCH SELLER INDEMNIFIED PARTY OR PURCHASER INDEMNIFIED PARTY IN CONNECTION WITH THIS PURCHASE AGREEMENT ANY OF THE OTHER TRANSACTION DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, EXCEPT TO THE EXTENT ANY SUCH DAMAGES ARE ACTUALLY PAID TO A THIRD PARTY IN ACCORDANCE WITH SECTION 7.3. Notwithstanding the foregoing, the limitations set forth in this Section 7.7 shall not apply to any claim for indemnification hereunder in the case of actual fraud. The Parties acknowledge and agree that (a) the Purchaser's Losses, if any, for any indemnifiable events under this Purchase Agreement will typically include Losses for Purchased Assets that the Purchaser was entitled to receive in respect of its ownership of the Purchased Assets but did not receive timely or at all as a direct result of such indemnifiable event, excluding, for the avoidance of doubt, any shortfall attributable to Ayrmid's independent nonpayment, dispute or insolvency, or the commercial, regulatory or competitive performance of the Licensed Product, in each case not directly caused by the Seller's breach, and (b) subject to this Section 7.7, the Purchaser shall be entitled to make indemnification claims for all such missing or delayed Purchased Assets that the Purchaser was entitled to receive in respect of its ownership of the Purchased Assets as Losses hereunder (which claims shall be reviewed and assessed by the Parties in accordance with the procedures set forth in this Article VII), and such missing or delayed Purchased Assets shall not be deemed special, punitive or exemplary damages, or lost profits for any purpose of this Purchase Agreement. No amount shall be recovered more than once, whether as indemnification, Set-off compensation or otherwise.

Section 7.8 Tax Treatment of Indemnification Payments. For all purposes hereunder, any indemnification payments made pursuant to this Article VII will be treated as an adjustment to the Purchase Price for all Tax purposes to the fullest extent permitted by Applicable Law.

ARTICLE VIII
CONFIDENTIALITY

Section 8.1 Confidentiality. Except as provided in this Article VIII or otherwise agreed in writing by the Parties, the Parties agree that, during the term of this Purchase Agreement and until the seventh (7^{th}) anniversary of the date of termination of this Purchase Agreement, provided that trade secrets and highly sensitive technical, regulatory and commercial information shall remain protected for so long as such information remains non-public, each Party (the "Receiving Party") shall keep confidential, and shall not publish or otherwise disclose and shall not use for any purpose other than as provided for in this Purchase Agreement (which includes the exercise of any rights or the performance of any obligations hereunder), any information (whether written or oral, or in electronic or other form) furnished to it by or on behalf of the other Party (the "Disclosing Party") pursuant to the Existing Confidentiality Agreement or this Purchase Agreement, including the terms of this Purchase Agreement (such information, "Confidential Information" of the Disclosing Party), except for that portion of such information that:

(a) was already in the Receiving Party's possession on a non-confidential basis prior to its disclosure to it by the Disclosing Party, or becomes known to the Receiving Party from a source other than the Disclosing Party and its Representatives (as defined below) without any breach of this Purchase Agreement, in each case as evidenced by written records (provided, that, if such information was disclosed to the Receiving Party on a non-confidential basis by a source that is not the Disclosing Party, such source to the knowledge of the Receiving Party had the right to disclose such information to the Receiving Party without any legal, contractual or fiduciary obligation to, any Person with respect to such information);

(b) is or becomes generally available to the public other than as a result of an act or omission by the Receiving Party or its Affiliates in breach of this Purchase Agreement;

(c) was independently developed by the Receiving Party, as evidenced by written records, without use of or reference to the Confidential Information or in violation of the terms of this Purchase Agreement.

Section 8.2 Termination of Confidentiality Agreement. Effective upon the date hereof, the Existing Confidentiality Agreement shall terminate and be of no further force or effect, and shall be superseded by the provisions of this Article VIII.

Section 8.3 Permitted Disclosure. In the event that the Receiving Party or its Affiliates or any of its or its Affiliates' representatives are requested by a Governmental Authority or Regulatory Agency or required by Applicable Law, regulation or legal process (including the regulations of a stock exchange or Governmental Authority or Regulatory Agency or the order or ruling of a court, administrative agency or other government or regulatory body of competent jurisdiction) to disclose any Confidential Information, the Receiving Party shall promptly, to the extent permitted by Applicable Law, notify the Disclosing Party in writing of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other appropriate remedy (and if the Disclosing Party seeks such an order or other remedy, the Receiving Party will provide such cooperation, at the Disclosing Party's sole expense, as the Disclosing Party shall reasonably request). If no such protective order or other remedy is obtained and the Receiving Party or its Affiliates or its or its Affiliates' Representatives are, in the view of their respective counsel (which may include their respective internal counsel), legally required to disclose Confidential Information, the Receiving Party or its Affiliates or its or its Affiliates' Representatives, as the case may be, shall only disclose that portion of the Confidential Information that their respective counsel advises that the Receiving Party or its Affiliates or its or its Affiliates' Representatives, as the case may be, are required to disclose and will exercise commercially reasonable efforts, at the Disclosing Party's sole expense, to obtain reliable assurance that confidential treatment will be accorded to that portion of the Confidential Information that is being disclosed. In any event, the Receiving Party will not oppose action by the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information. Notwithstanding the foregoing, notice to the Disclosing Party shall not be required where disclosure is made (i) in response to a request by a Governmental Authority or Regulatory Agency having competent jurisdiction over the Receiving Party, its Affiliates or its or its Affiliates' Representatives, as the case may be, or (ii) in connection with a routine examination by a regulatory examiner, where in each case such request or examination does not expressly reference the Disclosing Party, its Affiliates, the Purchased Assets or this Purchase Agreement. The Receiving Party may disclose Confidential Information to its Affiliates, its and their employees, directors, officers, contractors, agents, and representatives, and to potential or actual acquirers (who are not competitors of Seller, Ayrmid, or any strategic purchaser of the Licensed Products), merger partners, permitted assignees, investment bankers, investors, limited partners, partners, lenders, or other financing sources, and their respective directors, employees, contractors and agents (collectively, "Representatives"); provided that such Person agrees to confidentiality and non-use obligations with respect thereto at least as stringent as those specified for in this Article VIII.

Any voluntary disclosure to Representatives under this Section 8.3 shall be limited to Persons with a need to know the Confidential Information for a permitted purpose. The Purchaser shall not disclose Confidential Information to a competitor of Ayrmid, or any Person acting on behalf of such Person, in any capacity, without the Seller's prior written consent, which may be withheld in its sole discretion. Each Receiving Party shall be responsible for breaches of the confidentiality and non-use obligations by its Representatives to whom it discloses Confidential Information. No disclosure obligation under any Transaction Document requires waiver of attorney-client privilege or violation of applicable third-party confidentiality obligations. The Purchaser shall inform Representatives receiving material non-public information of its confidential nature and the applicable securities-law restrictions on its use and disclosure.

Section 8.4 Other Relevant Obligations. In addition to, and without limiting, the Purchaser's obligations under this Article VIII, the Purchaser shall fully comply with any confidentiality obligations of the Seller or any of its Affiliates under the License Agreement that are applicable to the Confidential Information. Without limiting the generality of the foregoing, the Purchaser may use Royalty Reports solely to monitor the payment of the Purchased Receivables, and Ayrmid shall be a third-party beneficiary of this Section 8.4.

ARTICLE IX
TERMINATION

Section 9.1 Termination of Agreement. This Purchase Agreement shall terminate on the earlier of (a) the Royalty Termination Date, and (b) mutual written agreement of the Purchaser and the Seller.

Section 9.2 Effect of Termination. Upon the termination of this Purchase Agreement pursuant to Section 9.1, this Purchase Agreement shall become void and of no further force and effect; provided, however, that (a) the provisions of Section 5.2, Article VII, Article VIII, this Article IX and Article X shall survive such termination and shall remain in full force and effect, (b) if, upon the termination of this Purchase Agreement, any Purchased Assets or other amounts are payable to the Purchaser, this Purchase Agreement shall remain in full force and effect until any and all such payments have been made in full, and (except as provided in this Section 9.2) solely for that purpose, and (c) nothing contained in this Section 9.2 shall relieve any Party from liability for any breach of this Purchase Agreement that occurs prior to termination, and (d) promptly (but in no event later than ten (10) Business Days) following the Royalty Termination Date, the Purchaser shall, at the Seller's sole cost and expense, (i) execute and deliver UCC-3 termination statements (or authorized amendments indicating termination) with respect to all UCC-1 financing statements filed against the Seller in favor of the Purchaser, (ii) release and terminate the security interest granted pursuant to Section 2.1(d), and (iii) execute such other instruments reasonably requested by the Seller to evidence such release and termination.

ARTICLE X
MISCELLANEOUS

Section 10.1 Specific Performance. Each Party acknowledges and agrees that, if it fails to perform any of its obligations under any of the Transaction Documents, the other Parties will have no adequate remedy at law. In such event, each Party agrees that the other Parties shall have the right, in addition to any other rights it may have (whether at law or in equity), to seek specific performance of this Purchase Agreement.

Section 10.2 Notices. All notices, consents, waivers and other communications hereunder shall be in writing and shall be effective (a) upon receipt when sent by registered or certified mail, return receipt requested, postage prepaid, with such receipt to be effective the date of delivery indicated on the return receipt, (b) upon receipt when sent by an overnight courier (costs prepaid and receipt requested), (c) on the date personally delivered to an authorized officer of the Party to which sent or (d) on the date transmitted by e-mail with a confirmation of receipt, addressed to the recipient as follows:

if to the Seller, to:

BioLineRx, Ltd.
2 HaMa'ayan Street, Modi'in
7177871, Israel
Attention: Philip Serlin; Mali Zeevi
Email: phils@biolinerx.com; maliz@biolinerx.com

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

Arnon, Tadmor-Levy, Law Firm
31 Hillel Street, Jerusalem, Israel
Attention: Daniel Green
Email: danielg@arnontl.com

if to the Purchaser, to:

c/o Soleus Capital Management LP
100 Field Point Rd., 2nd Fl
Greenwich, CT 06830
Attention: Steven Musumeci; Ben Lund
Email: steven@soleuscapital.com; ben@soleuscapital.com

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

Hogan Lovells Cadwalader US LLP
1735 Market Street, Floor 23
Philadelphia, PA 19103
Attention: Conor F. Larkin
Email: conor.larkin@hoganlovells.com

Each Party may, by notice given in accordance herewith to the other Party, designate any further or different address to which subsequent notices, consents, waivers and other communications shall be sent.

Section 10.3 Successors and Assigns. The Seller shall not be entitled to assign any of its rights or delegate any of its obligations under this Purchase Agreement without the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, conditioned, or delayed, provided that the Seller may assign this Purchase Agreement or any of its rights or delegate any of its obligations under this Purchase Agreement to an Affiliate or in connection with a change of control or sale of all or substantially all of its business or assets, without the prior written consent of the Purchaser; provided that the acquirer of all or substantially all of the Seller's business or assets executes and delivers to the Purchaser documentation, in form and substance reasonably satisfactory to the Purchaser, evidencing that such acquirer has lawfully and validly acquired all of the Seller's right, title and interest in and to this Purchase Agreement, including without limitation the Seller's obligation under this Purchase Agreement. Nothing herein overrides applicable restrictions on assignment or transfer under the License Agreement or the Upstream License. The Purchaser may assign its rights and delegate its obligations under this Purchase Agreement only if the transferee assumes in writing all corresponding obligations under the Transaction Documents including confidentiality and non-use obligations; provided however that Purchaser may not assign to a competitor of Ayrmid or a Person acting on their behalf without Seller's prior written consent, which may be granted or withheld in its sole discretion; provided further that in connection with any such assignment the Seller shall be provided with an IRS Form W-9 or applicable IRS Form W-8, as appropriate, with respect to such assignee. Each Party shall give written notice to the other Party of any assignment permitted by this Section 10.3 promptly (but in any event within three (3) Business Days) after the occurrence thereof. Any purported assignment of rights or delegation of obligations in violation of this Section 10.3 will be void. Subject to the foregoing, this Purchase Agreement will apply to, be binding upon, and inure to the benefit of, the respective successors and permitted assigns of the Parties.

Section 10.4 Independent Nature of Relationship. The relationship between the Seller and the Purchaser is solely that of seller and purchaser, and neither the Seller nor the Purchaser has any fiduciary or other special relationship with the other Party or any of its Affiliates. This Purchase Agreement is not a partnership or similar agreement, and nothing contained herein or in any other Transaction Document shall be deemed to constitute the Seller and the Purchaser as a partnership, an association, a joint venture or any other kind of entity or legal form for any purposes, including for any Tax purposes. The Parties agree that they shall not take any inconsistent position with respect to such treatment in a filing with any Governmental Authority.

Section 10.5 Entire Agreement. This Purchase Agreement, together with the Exhibits and Schedules hereto and the other Transaction Documents, constitute a complete and exclusive statement of the terms of agreement between the Parties, and supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties, with respect to the subject matter of this Purchase Agreement. No representation, inducement, promise, understanding, condition or warranty not set forth herein (or in the Exhibits or Schedules hereto or the other Transaction Documents) has been made or relied upon by any Party.

Section 10.6 Governing Law.

(a) THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL SUBSTANTIVE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO THE RULES THEREOF RELATING TO CONFLICTS OF LAW OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

(b) Each Party irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of (i) the United States District Court for the Southern District of New York and (ii) the Supreme Court of the State of New York, Borough of Manhattan, for purposes of any claim, action, suit or proceeding arising out of this Purchase Agreement, any of the other Transaction Documents or any of the transactions contemplated hereby or thereby, and agrees that all claims in respect thereof shall be heard and determined only in such courts. Each Party agrees to commence any such claim, action, suit or proceeding only in the United States District Court for the Southern District of New York or, if such claim, action, suit or proceeding cannot be brought in such court for jurisdictional reasons, in the Supreme Court of the State of New York, Borough of Manhattan, and agrees not to bring any such claim, action, suit or proceeding in any other court. Each Party hereby waives, and agrees not to assert in any such claim, action, suit or proceeding, to the fullest extent permitted by Applicable Law, any claim that (i) such Party is not personally subject to the jurisdiction of such courts, (ii) such Party and such Party's property is immune from any legal process issued by such courts or (iii) any claim, action, suit or proceeding commenced in such courts is brought in an inconvenient forum. Each Party agrees that a final judgment in any such claim, action, suit or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by Applicable Law. Each Party acknowledges and agrees that this Section 10.6(b) constitutes a voluntary and bargained-for agreement between the Parties.

(c) The Parties agree that service of process in any claim, action, suit or proceeding referred to in Section 10.6(b) may be served on any Party anywhere in the world, including by sending or delivering a copy of such process to such Party in any manner provided for the giving of notices in Section 10.2. Nothing in this Purchase Agreement will affect the right of any Party to serve process in any other manner permitted by Applicable Law. Each Party waives personal service of any summons, complaint or other process, which may be made by any other means permitted by New York law.

Section 10.7 Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS PURCHASE AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HERETO HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE OTHER PARTY HERETO WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTY HERETO HAVE BEEN INDUCED TO ENTER INTO THIS PURCHASE AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS Section 10.7.

Section 10.8 Severability. If one or more provisions of this Purchase Agreement are held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be excluded from this Purchase Agreement and the balance of this Purchase Agreement shall be interpreted as if such provision were so excluded and shall remain in full force and effect and be enforceable in accordance with its terms. Any provision of this Purchase Agreement held invalid or unenforceable only in part or degree by a court of competent jurisdiction shall remain in full force and effect to the extent not held invalid or unenforceable.

Section 10.9 Counterparts. This Purchase Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Purchase Agreement shall become effective when each Party shall have received a counterpart hereof signed by the other Party. Any counterpart may be executed by facsimile or other similar means of electronic transmission, including “PDF”, and such facsimile or other electronic transmission shall be deemed an original.

Section 10.10 Amendments; No Waivers. Neither this Purchase Agreement nor any term or provision hereof may be amended, supplemented, restated, waived, changed or modified except with the written consent of the Parties. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. No notice to or demand on any Party in any case shall entitle it to any notice or demand in similar or other circumstances. No waiver or approval hereunder shall, except as may otherwise be stated in such waiver or approval, be applicable to subsequent transactions. No waiver or approval hereunder shall require any similar or dissimilar waiver or approval thereafter to be granted hereunder. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by Applicable Law.

Section 10.11 No Third Party Rights. Other than the Parties, no Person will have any legal or equitable right, remedy or claim under or with respect to this Purchase Agreement or any of the other Transaction Documents. This Purchase Agreement may be amended or terminated, and any provision of this Purchase Agreement may be waived, without the consent of any Person who is not a Party. The Seller shall enforce any legal or equitable right, remedy or claim under or with respect to this Purchase Agreement for the benefit of the Seller Indemnified Parties and the Purchaser shall enforce any legal or equitable right, remedy or claim under or with respect to this Purchase Agreement for the benefit of the Purchaser Indemnified Parties.

Section 10.12 Table of Contents and Headings. The Table of Contents and headings of the Articles and Sections of this Purchase Agreement have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the Parties have executed this Purchase Agreement as of the day and year first written above.

SELLER

BIOLINERX LTD., an Israeli company

By: /s/ Philip Serlin
Name: Philip Serlin
Title: Chief Executive Officer

PURCHASER:

SCOF MOTIXAFORTIDE HOLDINGS, INC.

By: /s/ Steven J. Musumeci
Name: Steven J. Musumeci
Title: Authorized Person

EXHIBIT A

FORM OF BILL OF SALE

BILL OF SALE

This **BILL OF SALE** (this "**Bill of Sale**") is dated as of November [●], 2026 by BioLineRx Ltd., a corporation organized under the laws of Israel (the "**Seller**"), in favor of SCOF Motixafortide Holdings, Inc., a Delaware corporation (the "**Purchaser**"). Unless otherwise specifically defined herein, each capitalized term used herein shall have the meaning assigned to such term in that certain Purchase and Sale Agreement, dated as of the date hereof (the "**Purchase Agreement**").

RECITALS

WHEREAS the Seller and the Purchaser are parties to the Purchase Agreement, pursuant to which, among other things, the Seller has agreed to sell, contribute, assign, transfer, convey and grant to the Purchaser, and the Purchaser has agreed to purchase, acquire and accept from the Seller, all of the Seller's right, title and interest in and to the Purchased Assets, for the consideration described in the Purchase Agreement; and

WHEREAS the parties hereto now desire to evidence the transfer of all of the Seller's right, title and interest in and to the Purchased Assets from the Seller to the Purchaser pursuant to the Purchase Agreement by the execution and delivery of this instrument.

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in the Purchase Agreement and of other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. The Seller, by this Bill of Sale, does hereby sell, contribute, assign, transfer, convey and grant to the Purchaser, and the Purchaser does hereby purchase, acquire and accept, all of the Seller's right, title and interest in and to the Purchased Assets.

2. This Bill of Sale: (a) is made pursuant to, and is subject to the terms of, the Purchase Agreement, and (b) shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns, for the uses and purposes set forth and referred to above. Notwithstanding delivery of an executed counterpart, this Bill of Sale shall become effective only upon satisfaction or written waiver by the Seller of the funding condition in Section 6.3 of the Purchase Agreement and release in accordance with that Section.

3. THIS BILL OF SALE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

4. This Bill of Sale may be executed in any number of counterparts and by facsimile or other electronic transmission, each of which counterpart shall constitute an original and all of which counterparts together shall constitute one and the same instrument.

5. The terms of the Purchase Agreement are incorporated herein mutatis mutandis by this reference. The parties hereto acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby but shall remain in full force and effect to the full extent provided therein, and that nothing herein shall be deemed to modify, expand or limit in any way the terms of the Purchase Agreement including any of the representations, warranties, covenants and obligations of the parties thereunder. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Bill of Sale as of the day and year first written above.

SELLER

BIOLINERX LTD.

By: _____
Name:
Title:

[*Signature Page to Bill of Sale*]

PURCHASER:

SCOF MOTIXAFORTIDE HOLDINGS, INC.

By:
Name:
Title:

EXHIBIT B

LICENSE AGREEMENT
[Omitted pursuant to Item 601(a)(5) of Regulation S-K]

EXHIBIT C

UPSTREAM AGREEMENT
[Omitted pursuant to Item 601(a)(5) of Regulation S-K]

[DISCLOSURE LETTER OMITTED PURSUANT TO ITEM 601(a)(5) OF REGULATION S-K]

Exhibit 99.1



For Immediate Release

BioLineRx Enters into $5.6 Million Royalty Monetization Transaction with Soleus Capital

- Transaction provides non-dilutive capital through sale of BioLineRx's portion of future APHEXDA royalties -

- Funds to support clinical development of GLIX1, including ongoing Phase 1/2a clinical trial, which is currently enrolling the fourth of five planned dosing cohorts -

- BioLineRx retains rights to future commercial milestone payments under its existing license agreement with Ayrmid -

TEL AVIV, Israel, November 18, 2026 – BioLineRx Ltd. (NASDAQ/TASE: BLRX), a clinical-stage biopharmaceutical company pursuing life-changing therapies in oncology and rare diseases, today announced that it has entered into an agreement for the sale of its rights to certain future royalty payments from APHEXDA® (motixafortide) to Soleus Capital Management, L.P. and its affiliates ("Soleus") for a one-time payment of $5.6 million.

Under the terms of the agreement, Soleus will acquire BioLineRx's 14.4% royalty interest in future net sales of APHEXDA under the Company's existing license agreement with Ayrmid Pharma Ltd. ("Ayrmid"). The transaction excludes the remaining 3.6% royalty interest attributable to the original licensor of motixafortide to BioLineRx, which will continue to retain its interest in the royalty stream. BioLineRx has retained its rights to receive potential commercial milestone payments under the Ayrmid agreement, as well as royalty payments attributable to periods prior to the closing of the transaction.

"This transaction enables us to immediately unlock the value of our APHEXDA royalty stream and strengthen our financial position while retaining the potential for future commercial milestone payments," said Philip Serlin, Chief Executive Officer of BioLineRx. "Importantly, the non-dilutive capital will provide additional financial flexibility as we continue to advance our lead development asset, GLIX1, through its ongoing Phase 1/2a clinical trial in glioblastoma and other solid tumors. We believe this transaction represents an attractive, non-dilutive financing solution for our company and our shareholders."

"We are pleased to partner with BioLineRx on this transaction, which provides us with an opportunity to participate in the future commercial performance of APHEXDA," said Benjamin Lund, Partner at Soleus Capital. "We believe APHEXDA represents a differentiated treatment option in stem cell mobilization for patients with multiple myeloma, and we look forward to supporting BioLineRx through this innovative financing arrangement."

BioLineRx intends to use the proceeds to support its ongoing research and development activities, including the clinical development of GLIX1, as well as for working capital and general corporate purposes, including a partial loan repayment to BlackRock EMEA Venture and Growth Lending. In connection with the partial loan repayment, the Company's minimum cash balance requirement under the loan agreement (currently $4 million) will be eliminated. The transaction is expected to close on or about November 30, 2026.

About APHEXDA® (motixafortide)

APHEXDA is a CXCR4 antagonist approved by the U.S. Food and Drug Administration for use in combination with filgrastim (G-CSF) to mobilize hematopoietic stem cells to the peripheral blood for collection and subsequent autologous stem cell transplantation in patients with multiple myeloma. APHEXDA is being commercialized by Ayrmid globally, except in Asia, where it is partnered with Gloria Biosciences.

About BioLineRx

BioLineRx Ltd. (NASDAQ/TASE: BLRX) is a biopharmaceutical company pursuing life-changing therapies in oncology and rare diseases. The Company's lead development asset is GLIX1, a first-in-class, oral, small molecule targeting DNA damage response in glioblastoma and other solid tumors, for which a Phase 1/2a clinical trial has been initiated in the first quarter of 2026. GLIX1 is being developed under a collaboration with Hemispherian AS.

The Company's first approved product, APHEXDA® (motixafortide), is indicated in the U.S. for stem cell mobilization for autologous transplantation in multiple myeloma, and is being commercialized by Ayrmid Ltd. (globally, except Asia) and Gloria Biosciences (in Asia). BioLineRx has retained the rights to develop motixafortide in solid tumors, including metastatic pancreatic cancer (PDAC), and has a Phase 2b PDAC trial currently ongoing under a collaboration with Columbia University.

Learn more about who we are, what we do, and how we do it at www.biolinerx.com, or on LinkedIn.

About Soleus Capital

Soleus Capital is an investment firm based in Greenwich, CT focused on the innovative areas of life sciences, including biopharmaceuticals, medical technologies, life sciences tools and diagnostics. With approximately $3.5 billion in total assets under management as of June 30, 2026, Soleus Capital invests across the healthcare lifecycle from developmental-stage through commercial, and partners with life science companies across the capital structure with hedge fund, private equity and structured credit vehicles.

Forward Looking Statement

Various statements in this release concerning BioLineRx's future expectations constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. These statements include words such as "anticipates," "believes," "could," "estimates," "expects," "intends," "may," "plans," "potential," "predicts," "projects," "should," "will," and "would," and describe opinions about future events. These include statements regarding management's expectations, beliefs and intentions regarding, among other things, the consummation and expected benefits of the royalty monetization transaction with Soleus Capital; BioLine's receipt and intended use of the transaction proceeds; the completion and expected effects of the partial repayment of BioLine's outstanding loan facility, including the elimination of the minimum cash balance requirement; the future commercial performance, market uptake and net sales of APHEXDA; potential future royalty and commercial milestone payments relating to APHEXDA; the ongoing Phase 1/2a clinical trial of GLIX1, including its enrollment, progress and the timing and results of any clinical readout; and BioLineRx's business strategy, financial position and financing requirements.. These forward-looking statements involve known and unknown risks, uncertainties and other factors that may cause the actual results, performance or achievements of BioLineRx to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Factors that could cause BioLineRx's actual results to differ materially from those expressed or implied in such forward-looking statements include, but are not limited to: the clinical development, commercialization and market acceptance of GLIX1 and motixafortide including the degree and pace of market uptake of APHEXDA for the mobilization of hematopoietic stem cells for autologous transplantation in multiple myeloma patients; the initiation, timing, progress and results of BioLineRx's preclinical studies, clinical trials and other therapeutic candidate development efforts; BioLineRx's ability to advance GLIX1 and motixafortide into clinical trials or to successfully complete its preclinical studies or clinical trials; whether the clinical trial results for GLIX1 and motixafortide will be predictive of real-world results; BioLineRx's receipt of regulatory approvals for GLIX1 and motixafortide and the timing of other regulatory filings and approvals; whether access to GLIX1 and motixafortide is achieved in a commercially viable manner and whether GLIX1 and motixafortide receives adequate reimbursement from third-party payors; BioLineRx's ability to establish, manage, and maintain corporate collaborations, as well as the ability of BioLineRx's collaborators to execute on their development and commercialization plans; BioLineRx's ability to integrate new therapeutic candidates and new personnel, as well as new collaborations; the interpretation of the properties and characteristics of BioLineRx's therapeutic candidates and of the results obtained with its therapeutic candidates in preclinical studies or clinical trials; the implementation of BioLineRx's business model and strategic plans for its business and therapeutic candidates; the scope of protection that BioLineRx's is able to establish and maintain for intellectual property rights covering its therapeutic candidates and its ability to operate its business without infringing the intellectual property rights of others; estimates of BioLineRx's expenses, future revenues, capital requirements and its need for and ability to access sufficient additional financing; risks related to changes in healthcare laws, rules and regulations in the United States or elsewhere; competitive companies, technologies and BioLineRx's industry; BioLineRx's ability to maintain the listing of its ADSs on Nasdaq; statements as to the impact of the political and security situation in Israel on BioLineRx's business which may exacerbate the magnitude of the factors discussed above. These and other factors are more fully discussed in the "Risk Factors" section of BioLineRx's most recent annual report on Form 20-F filed with the Securities and Exchange Commission on March 23, 2026. In addition, any forward-looking statements represent BioLineRx's views only as of the date of this release and should not be relied upon as representing its views as of any subsequent date. BioLineRx does not assume any obligation to update any forward-looking statements unless required by law.

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