

FIRST AMENDMENT TO EXCLUSIVE LICENSE AGREEMENT

This first amendment (JHU Agreement No. A45624) (“Amendment”) to the exclusive license agreement (JHU Agreement A41090) effective 10.13.2022 (the “Agreement”), is effective as of June 25, 2025 (“Amendment Effective Date”), by and among BullFrog AI Holdings, Inc. (“Licensee”), a Nevada corporation having an address of 325 Ellington Boulevard, Gaithersburg, Maryland 20878, United States, and Johns Hopkins University (“JHU”), a corporation of the State of Maryland, having a principal place of business at 3400 N. Charles Street, Baltimore, MD 21218-2695, and and the Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences (Ustav organické chemie a biochemie AV ČR, v. v. i.), having an address at Flemingovo nám. 542/2, 160 00 Praha 6, Czech Republic (“IOCB”) (collectively, the “Licensors”) (collectively, the “Licensors”). Each of JHU and Licensee may be referred to herein as a “Party” and collectively as “Parties.”

RECITALS

WHEREAS, JHU and Licensee entered into the Agreement for [REDACTED] and [REDACTED]

WHEREAS, the Parties desire to amend the Agreement to adjust milestones for additional time to fund and complete IND-enabling studies; and

WHEREAS, the Parties desire to amend the Agreement to update certain terms.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises made herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

AMENDMENT

1. **Terms.** Capitalized terms in this Amendment shall have the same meaning as those in the Agreement, unless specifically defined in this Amendment. All section and paragraph references refer to sections or paragraphs as applicable, in the Agreement. References to the term “Agreement” in the Agreement shall be deemed to include the Amendment.

2. **Interpretation.** Except as expressly modified herein, the Agreement shall remain in full force and effect in accordance with its terms. To the extent there are any inconsistencies or ambiguities between this Amendment and the Agreement, the terms of this Amendment shall supersede the Agreement.

3. **Amendment.**

i. **Amendment of Section 4.14.** Section 4.14 “Non-U.S. Taxes” is hereby amended by deleting it in its entirety and replacing it with the following:

4.14. Non-U.S. Taxes. LICENSEE shall pay all non-U.S. taxes imposed on all amounts payable by LICENSEE under this AGREEMENT. Such tax payments are not deductible from any payments due to JHU. If any amounts payable by LICENSEE to JHU under the AGREEMENT are subject to withholding tax, LICENSEE shall gross up such amounts to account for such withholding taxes due by LICENSEE. LICENSEE shall provide any tax forms that are required for payments to JHU within ten (10) business days of execution of this AGREEMENT and within ten (10) business days of each January 1st during the term of the AGREEMENT.

- ii. **Amendment of Section 12.5.** Section 12.5 “Notices” is hereby amended by deleting it in its entirety and replacing it with the following:

12.5. Notices. Any notice under any of the provisions of this AGREEMENT shall be deemed given when deposited in the mail, postage prepaid, registered or certified first-class mail or by nationally-recognized private mail carrier and addressed to the applicable party at the address stated below, or such other address as such party shall specify for itself by like notice to other party. Transmission of notice by electronic mail is insufficient to meet the requirements of this provision.

If to JHU:

Executive Director
Johns Hopkins Technology Ventures
1812 Ashland Avenue, Suite 110
Baltimore, Maryland 21205

If to IOCB:

Ustav organické chemie a biochemie AV CR, v. v. i.
Director
Flemingovo nám. 542/2 160 00 Praha 6
Czech Republic

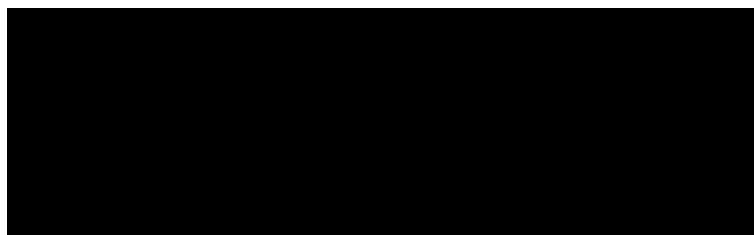
If to LICENSEE:

BullFrog AI Holdings, Inc.
325 Ellington Boulevard, #317
Gaithersburg, Maryland 20878
United States

LICENSEE contacts by agreement function:

Legal:

Patent:

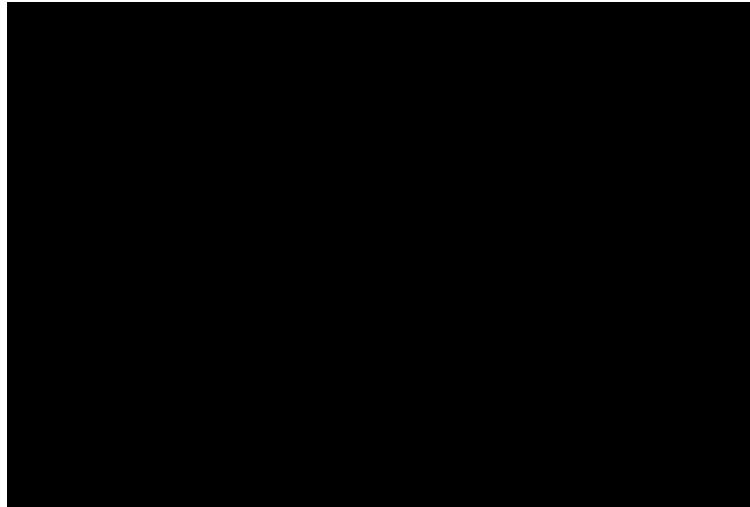


Licensing:

Billing:

Insurance:

Reporting:



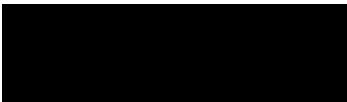
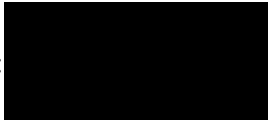
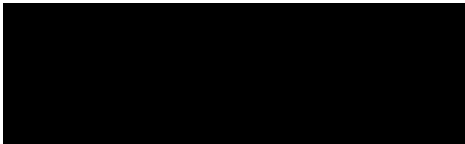
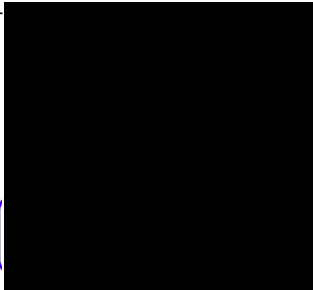
iii. **Amendment of Exhibit A-3, “MILESTONES”** Exhibit A-3 “MILESTONES” is hereby amended by deleting it in its entirety and replacing it with the version of Exhibit A-3 attached to this Amendment.

4. **No Other Amendment.** Except as expressly amended hereby, the provisions of the Agreement shall remain in full force and effect.

5. **Electronic Signature.** Any signature, including any electronic symbol or process affirmatively attached to or associated with this Amendment and adopted by JHU or Licensee to sign, authenticate, or accept such contract or record acceptance of the Amendment, hereto shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act or any state law based on the Uniform Electronic Transactions Act, and the parties hereby waive any objection to the contrary.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed in duplicate counterparts, each of which shall be deemed to constitute an original, effective as of the Amendment Effective Date. The undersigned verify that they have the authority to bind to this Amendment the party on behalf of which they are executing.

<p>Johns Hopkins University</p> <p>By: </p> <p>Name: Steven L. Kousouris</p> <p>Title: Executive Director, JHTV</p> <p>Date: June 25, 2025 3:05 PM EDT</p>	<p>BullFrog AI Holdings, Inc.</p> <p>By: </p> <p>Name: Vin Singh, MS MBA</p> <p>Title: Founder and CEO</p> <p>Date: June 25, 2025 1:37 PM EDT</p>
<p>Institute of Organic Chemistry and Biochemistry of the Czech Academy of Sciences</p> <p>By: </p> <p>Name: Jan Konvalinka</p> <p>Title: Director</p> <p>Date:</p> <p></p>	

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CONFIDENTIAL

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