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

FORM 8-K

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

Date of report (Date of earliest event reported) October 3, 2023

FRESH TRACKS THERAPEUTICS, INC.

(Exact name of Registrant as specified in its charter)

Delaware	**000-21088**	**93-0948554**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

2000 Central Avenue
Suite 100
Boulder, CO 80301
(Address of Principal Executive Offices) (Zip Code)

Registrant's telephone number, including area code: (720) 505-4755

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

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.01 per share	**FRTX**	**The Nasdaq Stock Market LLC**

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

Emerging growth company ☐

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

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

As previously disclosed in the Current Report on Form 8-K filed by Fresh Tracks Therapeutics, Inc. (the "Company") with the Securities and Exchange Commission on September 19, 2023, in connection with the proposed liquidation and dissolution of the Company, the Company terminated Andrew D. Sklawer, the Company's President and Chief Executive Officer, without cause, effective October 2, 2023 (the "Separation Date").

In connection with Mr. Sklawer's separation from the Company, on October 3, 2023, the Company and Mr. Sklawer entered into a Separation and Release Agreement (the "Separation Agreement"). Pursuant to the Separation Agreement, Mr. Sklawer will receive, on January 2, 2024 or an earlier date if requested by Mr. Sklawer, a lump sum of (i) $441,000 in severance, which is an amount equal to 12 months of Mr. Sklawer's base salary in effect as of the Separation Date and (ii) $44,100 in accordance with that certain employee retention bonus agreement, dated as of February 21, 2023, between the Company and Mr. Sklawer. In addition, Mr. Sklawer was paid a lump sum of $165,375 for previously accrued but unused paid time off as a Company employee, and the Company will pay for 12 months of Mr. Sklawer's health care premiums; however, if the Company can no longer provide group health insurance for the full 12-month period, the Company will make a lump sum payment to Mr. Sklawer for the remaining premiums, grossed up by 35% to minimize the impact of any applicable taxes. Finally, all of Mr. Sklawer's outstanding and unvested equity awards vested in full as of the Separation Date in accordance with the terms of his employment agreement.

The Separation Agreement also includes a release of claims in favor of the Company and customary confidentiality and non-disparagement provisions. The foregoing summary of the Separation Agreement is qualified in its entirety by reference to the full text of the Separation Agreement, a copy of which is filed as Exhibit 10.1 hereto and incorporated herein by reference.

In connection with Mr. Sklawer's separation from the Company, the Company and Yonder Partners, LLC, a limited liability company owned by Mr. Sklawer, also entered into a Consulting Agreement (the "Consulting Agreement") on October 3, 2023, under which Mr. Sklawer will personally provide consulting and advisory services to the Company. The term of the Consulting Agreement continues until terminated, which either party may do (i) with cause upon 30 calendar days' prior written notice or (ii) without cause upon 45 calendar days' prior written notice. The Consulting Agreement provides for compensation at a fixed rate of $425 per hour, as well as reimbursement of Mr. Sklawer's related business expenses. The foregoing summary of the Consulting Agreement is qualified in its entirety by reference to the full text of the Consulting Agreement, a copy of which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

10.1	Separation and Release Agreement, dated as of October 3, 2023, by and between Fresh Tracks Therapeutics, Inc. and Andrew D. Sklawer
10.2	Consulting Agreement, dated as of October 3, 2023, by and between Fresh Tracks Therapeutics, Inc. and Yonder Partners, LLC
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: October 10, 2023

Fresh Tracks Therapeutics, Inc.

By: /s/ Albert N. Marchio, II
Name: Albert N. Marchio, II
Title: Chief Executive Officer and Chief Financial Officer

Exhibit 10.1

Andrew D. Sklawer
[***]
[***]

September 18, 2023

Re: Separation and Release Agreement

Dear Mr. Sklawer:

This letter sets forth the substance of the Separation and Release Agreement (the "**Agreement**") that Fresh Tracks Therapeutics, Inc., f/k/a Brickell Biotech, Inc., the parent of Brickell Sub ("**Brickell Parent**") and Brickell Subsidiary, Inc., d/b/a Brickell Biotech, Inc. ("**Brickell Sub**"), both being Delaware companies with a principal business address located at Founder Central, 2000 Central Avenue, 100, Boulder, Colorado 80301 (Brickell Sub and, together with Brickell Parent and any predecessors of Brickell Sub or Brickell Parent, collectively referred to herein as the "**Company**") is offering to aid you in your employment transition as a result of the Company's decision to downsize its business operations. Except as expressly referenced herein, this Agreement supersedes and replaces all prior understandings and agreements, whether oral or written, regarding the terms and conditions of your employment with the Company, including but not limited to that certain Employment Agreement between you and the Company dated February 21, 2023, and attached hereto as Exhibit A ("**Employment Agreement**") and the Retention Bonus Agreement referenced in Section 3 below. Together, you and the Company may be referred to collectively as the "**Parties**" and the term "**Party**" may refer either to you or Company individually as the circumstances dictate.

Now therefore, for good and valuable consideration, receipt of which is hereby agreed and acknowledged, and fully intending to be legally bound hereby, the Parties to this Agreement agree as follows:

1. **Separation Date.** Your last day of Company employment will be October 2, 2023 (the "**Separation Date**"). You are being terminated by the Company without Cause as defined by, and incorporated by reference herein, Sec. 5.4 of your Employment Agreement. No Change of Control event is involved with this termination, as defined in the foregoing.

2. **Accrued Salary and PTO.** On the Separation Date, the Company will pay to you as a lump sum all accrued but unpaid base salary earned through the Separation Date, subject to standard payroll deductions and withholdings.

Further, on the Separation Date, the Company will pay you for your unpaid time-off vacation days that have accrued from the start of your employment through the date the Company adopted its current "Flexible Time-Off" policy (your "PTO Balance") as set forth in the PTO Balance Acknowledgement Form attached and fully incorporated by reference for the purposes hereto as Exhibit E, and as further required by Section 4.3(b) in the Employment Agreement, and do so as a lump-sum payment, subject to standard payroll deductions and withholdings. You understand and agree that other than this PTO Balance the Company owes you no other compensation for vacation or other paid time off during your employment period.

You are entitled to the payments covered by this Section 2 regardless of whether or not you sign this Agreement.

3. **Retention Bonus.** Pursuant to that certain agreement between you and the Company dated February 21, 2023, and as amended, to provide conditional retention bonuses (the "Retention Bonus Agreement"), you are eligible for payment of Fifty Percent (50%) of the Retention Bonus as defined in the Retention Bonus Agreement, or $44,100 U.S. Dollars, if you timely sign, date, return, and do not revoke this Agreement. Conditional to the foregoing, the Company will pay to you this Retention Bonus amount, subject to standard payroll deductions and withholdings, on January 2, 2024, unless requested by you in writing to the Company be paid earlier, in which case the Company shall make the Retention Bonus payment on the Company's next regularly scheduled payroll date following such request.

4. **Severance Benefits.** Pursuant to the terms of your Employment Agreement, including but not limited to Section 5.4 Termination Without Cause of your Employment Agreement, if you timely sign, date, return, and do not revoke this Agreement, the Company will pay you, as severance, an amount equal to twelve (12) months of your base salary in effect as of the Separation Date, equal to $441,000 U.S. Dollars, subject to standard payroll deductions and withholdings ("Severance Payment"). Conditional to the foregoing, and as instructed by you, the Severance Payment will be paid in a lump sum to you on January 2, 2024, unless requested by you in writing to the Company be paid earlier, in which case the Company shall make the Severance Payment on the Company's next regularly scheduled payroll date following such request. Section 19 of the Employment Agreement on Section 409A-Nonqualified Deferred Compensation shall apply to the Severance Payment and other benefits provided for in this Agreement.

5. **Health Insurance.** If you have health coverage through the Company, your group health insurance will cease on the last day of the month in which your employment ends. At that time, you will be eligible to continue your group health insurance benefits at your own expense, subject to the terms and conditions of the Company's benefit plan, pursuant to the Colorado group health insurance continuation law. You will receive additional information regarding your right to elect continued coverage under the Colorado group health insurance continuation law in a separate written communication from the Company's Human Resources department. If you timely execute, return, and do not revoke this Agreement, and timely elect health insurance continuation coverage, the Company will pay for twelve (12) months of health care premiums equal to your current coverage for (a) medical, (b) dental, and (c) vision benefits by the Company for you and your eligible family and make such payments directly on your behalf to the Company's providers then in effect. In the event that the Company can no longer provide group health insurance for any applicable provider for the full twelve (12) months described above, the Company will make a lump-sum payment to you for the total amount of the remaining third-party health care premiums that would have been owed by it pursuant to this Section 5, grossed up by a Thirty-Five Percent (35%) factor to help you minimize the impact of any applicable taxes that would apply to this as income to you, payable on the Company's first regularly scheduled payroll date following the date the Company is no longer able to pay the applicable provider on your behalf.

6. **Company Equity.** Pursuant to Section 3.2(b) of the Employment Agreement, there shall be a full acceleration of vesting on any unvested Equity Awards as defined therein as of the Separation Date and an exercise period of three (3) years from that accelerated vesting date will apply, notwithstanding anything else to the contrary. In all other respects, the rights and obligations to your Equity Awards will be as set forth in your applicable grant notice(s), the applicable stock option and/or other equity agreement, and the Company plan(s) governing these grants. The Company offers no advice on the tax treatment of your vested equity interests in the Company.

7. **Indemnification.** You and the Company acknowledge and agree that both of you will remain subject to the Indemnification Agreement executed by yourselves dated May 24, 2020 (attached and fully incorporated by reference for the purposes hereto as Exhibit D), and as further provided in Section 18 of the Employment Agreement.

8. **Other Compensation or Benefits.** You acknowledge that, except as expressly provided in this Agreement, the Employment Agreement, and the Retention Bonus Agreement, you have not earned, and will not receive, any

additional pay or salary, incentive, or other compensation, severance, equity interests, or restricted stock, restricted stock units, or options or equity interests of any kind, or other property, insurance, or any other benefits, after the Separation Date, with the exception of any vested right(s) you may have under the express terms of a written ERISA-qualified benefit plan (e.g., 401(k) account) with the Company. You are entitled to payment for any such vested right(s) regardless of whether or not you sign this Agreement.

In particular, but without limitation, and qualified by all of the foregoing, you agree that based on your employment by the Company you are not owed any bonus for 2023 and beyond, incentive, or other compensation or benefits, or property, of any kind, or commissions, other than the Severance Payment, Retention Bonus, and Company-issued laptop, as provided herein and applicable to the Employment Agreement and the Retention Bonus Agreement. You understand, and agree, that you are solely and fully responsible for any and all tax liabilities or related obligations involving any payment amounts or property transfers you receive from the Company pursuant to this Agreement, except as may otherwise be provided expressly herein.

9. **Reference Requests.** All inquiries regarding your employment with the Company from any third party, including but not limited to recruitment by any prospective employer or board of directors, non-profit organization, or relevant other recruitment initiative you may be involved in now or in the future, shall be directed to our Finance or Human Resources Department(s) in general, who will provide the actual dates of your complete employment and your title(s) with the Company.

The Company will respond timely, fully, and truthfully to any requests for information from state unemployment compensation authorities relating to any claim for unemployment compensation benefits that you may file by stating that you were terminated as a result of lack of available work due to a Company downsizing, and not for cause, including scope of Cause as defined in your underlying Employment Agreement. Otherwise, the Company will not contest any finding made by state unemployment compensation authorities with respect to your eligibility for unemployment compensation benefits that may be applicable to your Company separation. The Company will not appeal any corresponding decision by the state unemployment compensation authorities finding you eligible for unemployment compensation benefits. You acknowledge that the consideration provided herein may affect the amount of unemployment compensation that you may receive and that the Company may confirm or report the payments made to you pursuant to this Agreement and your Employment Agreement, and any other information required by applicable law, to the state unemployment compensation system.

Company Initials /s/ AM

Your Initials /s/ A.S.

10. **Expense Reimbursements.** You agree that by the Effective Date, you will have submitted your final documented expense reimbursement statement reflecting all Company business expenses you incurred as an employee through the Separation Date, if any, for which you seek reimbursement. The Company will reimburse you for such authorized business expenses pursuant to its regular business policy and practice as provided in the Company's Travel, Meals, and Entertainment Policy (eff. 03.30.21). You are entitled to be reimbursed for all qualifying expenses regardless of whether or not you sign this Agreement.

11. **Return of Company Property.** Except for the Company-issued laptop described below in this Section, and other than is required to allow you to perform any consulting agreement you may sign with the Company following your Separation Date, you agree to return to the Company all Company documents (and all copies thereof, in whole or in part) and other Company property which you have in your possession or control, including but not limited to Company files, slide decks and presentations, memoranda, drafts, notes, drawings, records, plans, forecasts, reports, studies, data, samples, clinical trials and protocols, analyses, proposals, agreements, research and development information, sales and marketing information, personnel information, budget and financial information, legal, medical, and compliance information, audits, investigations, contracts (other than ones applicable to you), computer-recorded information, information related to intellectual property, trade secrets and know-how, tangible property, and equipment (including but not limited to computers, copiers, printers, facsimile machines, cell telephones, servers), Company-authorized credit cards, identification badges and keys, and any materials of any kind which contain, reference, or embody any proprietary or confidential information of the Company (and all reproductions thereof in whole or in part), and to do so within ten (10) business days of the Effective Date of this Agreement. You agree that you will make a diligent search to locate any such documents, property, and information covered by this Section 11 within the timeframe referenced above. If you have used any personally owned computer, server, or e-mail system to receive, store, review, author, prepare, edit, generate, and/or transmit any Company confidential or proprietary data, materials, or information, you agree to permanently delete and expunge such Company confidential or proprietary information from those systems promptly after the Separation Date.

If compliant with this Section, you will be entitled to keep at no cost to you your Company-issued laptop, known by Apple MacBook Pro model, Serial #FVFG70830KPF, and all associated computer equipment of the Company you use to support your use of the laptop, transferred by the Company "as is" with no representations or

warranties of any kind whatsoever. As part of an additional severance hereunder, the Company hereby transfers and assigns to you all of the Company's rights, title, and interest in your Company-issued laptop to be applicable as of the Effective Date of this Agreement. However, you are not entitled to the transfer of the Company-issued laptop unless you timely sign, date, and return and do not revoke this Agreement.

12. **Confidential Information And Other Obligations.** You acknowledge and reaffirm your continuing obligations under your Employee Confidentiality and Inventions Assignment Agreement, a copy of which is attached and fully incorporated by reference for the purposes hereto as Exhibit B ("**Confidentiality Agreement**"). In addition, you understand and agree that Section 6 of the Employment Agreement providing for restrictive covenants, including specifically but not limited to Section 6.1 (Non-Competition), Section 6.2 (Nondisclosure), and Section 6.3 (Non-solicitation of Executives and Clients/Customers), of the Employment Agreement survives the termination of your employment and remains in full force and effect, as does the separately executed Non-Competition Agreement signed between you and the Company, attached and fully incorporated by reference as Exhibit C.

13. **Mutual Nondisclosure**. Except as may be otherwise expressly provided herein, the provisions of this Agreement will be held in strictest confidence by both you and the Company and will not be publicized or disclosed in any manner whatsoever; provided, however, that: (a) you may disclose this Agreement to your immediate family or any medical or mental health provider, or mental or behavioral health therapeutic support group; (b) you and the Company may disclose this Agreement in confidence to their attorneys, accountants, auditors, tax preparers, financial advisors; (c) you and the Company may disclose this Agreement to the extent such disclosure may be required by law; (d) you and the Company may disclose this Agreement to any local, state, or federal agency for any reason; and (e) you and the Company may disclose the general existence and purpose of this Agreement without any of its specific terms as that fact will be publicly disclosed by the Company in its SEC filings as well as disclose any other terms that are part of these filings or otherwise put in the public domain without breach by you of the nondisclosure obligations of this Section 13. In particular, and to the extent allowed by law, you agree not to disclose the terms of this Agreement to, or with, any current or former Company or Company-related employee, director, consultant or independent contractor, or Company advisors or representatives, except as required for Company business, or as already publicly disclosed through no fault by you, or as otherwise authorized by the Company. This Agreement does not limit your right to discuss your employment or any unlawful acts that may be alleged to have been committed by the Company or any of its affiliates (defined

as entities under common ownership or control with Company) and subsidiaries, or any of their respective officers, directors, employees, shareholders, contractors, clients, customers, business partners, or agents and representatives in the Company's workplace, including but not limited to sexual harassment, or to report possible violations of law or regulation by the Company or its affiliates and subsidiaries, or any of their respective officers, directors, employees, shareholders, contractors, clients, customers, business partners, or agents and representatives with any Government Agency (as defined in Section 20 below), or to discuss the terms and conditions of your employment with others, but only to the extent expressly permitted or protected by (a) Section 7 of the federal National Labor Relations Act of 1935, as amended (the "**NLRA**"), or under (b) applicable provisions of law or regulation, including but not limited to "whistleblower" statutes or other similar provisions that protect such disclosure, and, further, to the extent any such rights are not permitted by applicable law to be the subject of nondisclosure or confidentiality obligations.

14. **Mutual Non-Disparagement.** You will not make, sponsor, assist, promote, solicit, or participate in the making of, or encourage any other person or entity to make, any public statements, written or oral, in whatever format, including but not limited to electronic or other communications such as Internet message boards or social media or the like, which are intended to criticize, disparage, libel, slander, or defame the goodwill or reputation of, or which are intended to embarrass, the Company, or any of its affiliates and subsidiaries, or any of their respective officers, directors, employees, shareholders, contractors, clients, customers, business partners, or agents and representatives. Notwithstanding the foregoing, you will not be prohibited from accurately and fully responding to any question, inquiry, order, subpoena, or request for information when required by legal process or applicable law, or which is requested by the Company. Further, it shall not be considered disparagement and nothing in this Agreement prevents you from discussing or disclosing information about discriminatory or unfair employment practices that may be alleged to occur in the Company workplace, such as harassment or discrimination or any other conduct that you have reason to believe is unlawful. The Company agrees, and shall direct its respective executive officers and directors, to refrain from making or publishing any statement that is malicious, critical, disparaging, defamatory, libelous, and/or slanderous about any aspect of your employment with the Company or would reasonably be expected to damage your business or reputation. In addition, in the event that the Company disparages you to a third party, the Company may not seek to enforce these Section 14 non-disparagement provisions, or the nondisclosure provisions of Section 13 of the Agreement, against you for violating either of these provisions but all other remaining terms of the Agreement shall remain enforceable.

15. **No Admissions.** You understand and agree that the promises and payments in consideration of this Agreement shall not be construed to be an admission of any liability or obligation by the Company or its officers, directors, employees, shareholders, contractors, clients, customers, business partners, or agents and representatives to you or to any other person or entity, and that the Company makes no such admission.

16. **Release of Claims.**

(a) In exchange for the payments and other consideration under this Agreement to which you would not otherwise be entitled, you hereby unconditionally, fully, irrevocably, and absolutely release, waive, acquit, and forever discharge the Company and its affiliates, subsidiaries, and its and their respective present and former owners, agents, representatives, employees, officers, directors, shareholders, partners, accountants, and attorneys, and, for each of the foregoing, their respective heirs, predecessors, successors, and assigns (collectively, the "**Releasees**" or "**Released Parties**"), from and of any and all claims (including attorneys' fees and costs), liabilities, demands, causes of action, promises, judgments, liens, indebtedness, losses, costs, expenses, damages, indemnities, and obligations of every kind and nature, and similar rights of any type of whatsoever kind and character in law, equity, or otherwise, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way related to agreements, events, your employment by, or service for, the Company, acts, omissions, incidents, or conduct at any time prior to, through, and including the date you sign this Agreement. This general release includes, but is not limited to: (i) all claims arising out of or in any way related to your employment with, or service for, the Company or the termination and separation of that employment and/or service; (ii) all claims related to your compensation or benefits, or conveyances of property of any type, from the Company, including but not limited to salary, bonuses, commissions, vacation pay, sick pay, expense reimbursements, severance pay, lost wages, fringe benefits, stock, stock options, restricted stock or units, equity awards and interests of any type, and any other property transfers, the Employment Agreement, the Retention Bonus Agreement, or any other ownership interests in, or obligations by, the Company; (iii) all claims for breach of contract, wrongful termination, and breach of the implied covenant of good faith

and fair dealing; (iv) all tort claims, including but not limited to claims for fraud, libel, slander, defamation, emotional distress, and discharge in violation of public policy; (v) all federal, state, and local statutory claims, including but not limited to claims for discrimination, harassment, retaliation, attorneys' fees, and/or other claims arising under the federal Civil Rights Act of 1964, as amended (the "**CRA**"), the federal Civil Rights Act of 1866, as amended (the "**CRA 1866**"), the federal Americans with Disabilities Act of 1990, as amended (the "**ADA**"), the federal Age Discrimination in Employment Act of 1967, as amended (the "**ADEA**"), the federal Equal Pay Act of 1963, as amended (the "**EPA**"), the federal Lilly Ledbetter Fair Pay Act of 2009, as amended (the "**LLFPA**"), the federal Worker Adjustment and Retraining Notification Act of 1988, as amended (the "**WARN**"), the federal Older Workers Benefit Protection Act of 1990, as amended (the "**OWBPA**"), the federal Employee Retirement Income Security Act of 1974, as amended (the "**ERISA**"), the federal Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), the federal Fair Labor Standards Act of 1938, as amended (the "**FLSA**"), the NLRA, the federal Emergency Paid Sick Leave Act of 2020, as amended (the "**EPSLA**"), the federal Inspector General Act of 1978, as amended (the "**IG Act**"), the federal Occupational Safety and Health Act of 1970, as amended (the "**OSH ACT**"), the federal Sarbanes-Oxley Act of 2002, as amended (the "**SOX**"), including as amended by the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, the federal Genetic Information Nondiscrimination Act of 2008, as amended (the "**GINA**"), the Colorado Anti-Discrimination Act, as amended (Colo. Rev. Stat §24-34-301 et seq.) (the "**CADA**"), the Colorado Whistleblower Law, as amended (Colo. Rev. Stat §24-114-101 et seq.), the Colorado Healthy Families and Workplaces Act, as amended (Colo. Rev. Stat §8-13.3-401 et seq.) (the "**HFWA**"), the Colorado Equal Pay for Equal Work Act of 2019, as amended (Colo. Rev. Stat §8-5-101 et seq.) (the "**CEPEWA**"); (vi) all claims under any other federal, state, or local statute or common law; and (vii) any claim which was or could have been raised by you.

(b) Where allowed by law, and subject to Section 20 exceptions below, you agree to waive and release your right to monetary or other recovery or award should any claim be pursued by you or on your behalf with any Government Agency arising out of or

related in any way to your employment with and/or separation and transition from the Company.

(c) You acknowledge that you may discover facts and/or law different from, or in addition to, the facts or law you know or believe to exist with respect to a released claim or a Released Party. You agree, nonetheless, that this Agreement and the releases contained in the Agreement shall be and remain effective in all respects notwithstanding such different or additional facts and/or law.

17. **For Employees Aged 40 and Over: ADEA Waiver and Release**. You acknowledge that you knowingly and voluntarily are waiving and releasing any rights you may have under the ADEA. You further acknowledge and agree that you have been advised by this writing, as required by the ADEA, that: (a) your waiver and release do not apply to any rights or claims that may arise after the Effective Date of this Agreement; (b) you have been advised hereby that you have the right to consult with an attorney that represents you (at your cost) prior to executing this Agreement; (c) you have twenty-one (21) calendar days to consider this Agreement (although you may choose to voluntarily sign and execute the Agreement earlier); (d) you have seven (7) calendar days following the execution of this Agreement by the Parties to revoke the Agreement; and (e) this Agreement will not be effective until the date upon which the revocation period has expired, which will be the eighth (8th) calendar day after this Agreement is executed by you, provided that the Company has also executed this Agreement by that date. If you choose to timely revoke this Agreement, the Agreement will be null and void, rescinded, and the Agreement shall not be valid or enforceable. To revoke this Agreement, you must timely deliver a signed writing stating your intention to revoke sent via email to Sue Fattor, Head of Human Resources of the Company at Sfattor@frtx.com, by 11:59 p.m. MT the seventh (7th) calendar day after you sign this Agreement, with a copy in parallel to Amy Hartman, Company counsel, of Hartman Employment Law Practice LLC, at amy@hartmanhrlaw.com. This Agreement will not be effective until the eighth (8th) calendar day after this Agreement is executed by you, provided that the Company has also executed this Agreement by that date, and you have not timely revoked the Agreement as provided above (the "**Effective Date**").

18. **No Claims Pending**. You warrant and represent that you have no lawsuits, claims, or actions pending in your name or on behalf of any other person or entity against the Company, Released Parties, or any other person or entity subject to the

Company Initials /s/ AM

Your Initials /s/ A.S.

released claims granted by you in this Agreement. You further agree that in the event you bring a claim or charge covered by your released claims made under this Agreement, or do not dismiss and withdraw promptly any claim or charge covered by these released claims, and are seeking damages against the Company, this Agreement shall serve as a complete defense to such claims or charges, including but not limited to the obligations set forth under Sections 4, 5, and 8 herein.

19. **Further Acknowledgments, Warranties, and Representations.** You acknowledge, warrant, and represent that:

(i) the consideration given by the Company to you for your waiver and release of rights as provided herein is in addition to anything of value to which you were already entitled;

(ii) you have not suffered any discrimination or harassment by the Company and/or any of the Released Parties on account of your race, gender, national origin, religion, marital or registered domestic partner status, sexual orientation, age, disability, medical condition, or any other characteristic protected by law;

(iii) you have not been denied by the Company and/or Released Parties any leave, wages, bonuses, benefits, property, compensation, or any other rights to which you may have been entitled under any applicable law, and that you have not suffered any job-related wrongs or injuries for which you might still be entitled to compensation or relief;

(iv) you have not suffered any on-the-job injury for which you have not already filed a claim as of the Effective Date; and

(v) except as expressly provided in this Agreement, you have been paid or given all leave and leave protections, wages, bonuses, benefits, property, compensation, and other amounts that the Company and/or any of the Released Parties have ever owed to you, or for which you were eligible to receive from the Company, and that you understand you will not receive any additional compensation, severance, property, or benefits, or the like, after the Separation Date, with the exception of any vested right(s) you may have with the Company, including but not limited to under the terms of a written ERISA-qualified benefit plan and your vested -- or will vest -- surviving equity interests from the Company.

20. **Exceptions and No Interference with Rights.** Nothing contained in this Agreement is intended to waive or release claims (a) for unemployment or workers' compensation benefits; (b) for vested rights under any ERISA-qualified benefit plans as applicable on the date you sign this Agreement, or other vested -- or will vest -- Company equity interests allowed hereunder and by the Company; (c) any rights or claims related to the enforcement of this Agreement; or (d) which cannot be released under applicable law by private agreement between an employer and employee. Further, nothing contained in this Agreement, the Confidentiality Agreement, or the surviving sections of the Employment Agreement shall prohibit either Party to this Agreement (or either Party's attorney(s)) from (a) filing a charge with, reporting possible violations of applicable law or regulation to, participating in any investigation by, or cooperating with the U.S. Equal Employment Opportunity Commission ("**EEOC**"), the National Labor Relations Board ("**NLRB**"), the Occupational Safety and Health Administration ("**OSHA**"), the U.S. Commodity Futures Trading Commission ("**CFTC**"), the U.S. Food and Drug Administration ("**FDA**"), Health Canada, the U.S. Department of Justice ("**DOJ**"), the U.S. Securities and Exchange Commission ("**SEC**"), the Financial Industry Regulatory Authority ("**FINRA**"), or any other securities regulatory agency, self-regulatory authority, or federal, state, local, or international regulatory authority (individually, "**Government Agency**" and collectively, "**Government Agencies**"), or making other disclosures that are protected under the whistleblower provisions of applicable law or regulations; (b) communicating directly with, cooperating with, or providing information in confidence to any Government Agency for the purpose of reporting or investigating a suspected violation of law, or from providing such information to attorney(s) for such Government Agencies, or in a sealed complaint, or other document filed in a lawsuit or other governmental proceeding; and/or (c) receiving a recovery or an award of any type for information provided to (i) the SEC under Section 17 of the Exchange Act and Exchange Act Rule 21F-17, as may be amended, (ii) OSHA pursuant to its Memorandum for Regional Administrators and Whistleblower Program Managers Regarding New Policy Guidelines for Approving Settlement Agreements in Whistleblower Cases (dated August 23, 2016, released September 15, 2016) and as it may be amended, or (iii) any other Government Agency that prohibits waivers or release by an employee of his/her right to a whistleblower or similar kind of reward. Pursuant to the employee immunity provision of the Defend Trade Secrets Act of 2016, and as that may be amended (18 USC §1833(b)), you will not be held criminally or civilly liable under any federal or state trade secret law for your disclosure of a Company trade secret that is made (a) in confidence to a federal, state, local, or international government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (b) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and/or if you file a lawsuit for retaliation by the Company or

Company Initials /s/ AM

Your Initials /s/ A.S.

its affiliates or subsidiaries based on you reporting a suspected Company violation of law, you may disclose the trade secret to your attorney and use the trade secret information in the court proceeding, if that trade secret is germane to the allegations, and you file any document containing the trade secret under seal with the court, and do not disclose the trade secret beyond this, except pursuant to court order. Nothing contained in this Agreement is intended to or shall preclude either Party from providing truthful testimony in response to a valid subpoena, court order, regulatory request, or other judicial, administrative, or legal process, or otherwise as required by law.

21. **Further Assurances.** In consideration of payment of the amounts specified herein, you agree to execute any documents (including but not limited to letters of resignation) and take any other actions reasonably necessary to terminate any directorships, officerships, committees, or other relationships with or for the Company or any of its affiliates or subsidiaries that exist as of your Separation Date. You also agree to reasonably cooperate after your Separation Date with any Company investigation or litigation, or required submission to any Government Agency, on any subject matter related to the time you were an employee and/or consultant of the Company, and with any request by the Company for assistance in responding to requests for information or documents by any Governmental Agencies, in making a required disclosure, or in connection with any pending or threatened administrative or judicial proceeding(s), and further agree, to the extent permitted by law, promptly to provide the Company with the same information or documents (or copies thereof) that you may provide to any Governmental Agency or disclose in any pending or threatened administrative or judicial proceeding. The Company agrees to reimburse you for any out-of-pocket expenses that you actually, reasonably, and directly incur in connection with compliance with any requests by the Company pursuant to this Section.

22. **Remedy**. You agree that if you bring any kind of legal, equitable, or other claim, complaint, or charge against the Company and/or the Released Parties that you have released by signing this Agreement, then you will be violating this Agreement, and you must pay all legal fees, other costs, and expenses, incurred by the Company and/or Released Parties in defending against and resolving your claim, complaint, or charge, in addition to any other relief you may owe the Company due to your breach of the Agreement.

23. **Conflicts**. To the extent that any provision of this Agreement may conflict with any surviving provision of the Employment Agreement, Retention Bonus

Agreement, Confidentiality Agreement, Non-Competition Agreement, Equity Awards, and/or the Indemnification Agreement, then as to the Employment Agreement, Indemnification Agreement, or the Non-Competition Agreement these other agreements will control; and as to the Equity Awards, Retention Bonus Agreement, or the Confidentiality Agreement, this Agreement will control.

24. **Miscellaneous.** This Agreement, including Exhibits A-E, and the Equity Awards defined in your Employment Agreement and described in Exhibit A to the Employment Agreement, and the Retention Bonus Agreement constitute the complete, final, and exclusive embodiment of the entire agreement between you and the Company with regard to its particular subject matter, and the other agreements still in effect, including those contained in Exhibits A-E, incorporated fully herein by reference unless specifically stated otherwise, shall each remain in effect in accordance with their terms. This Agreement is entered into without reliance on any promise or representation, written or oral, other than those expressly contained herein, and it supersedes any other such promises, warranties, or representations. The Agreement may not be modified or amended except in a writing signed by you and a duly authorized officer or representative of the Company. The Agreement will bind the heirs, personal representatives, successors, and assigns of both you and the Company, and inure to the benefit of you and the Company, and corresponding heirs, successors, and assigns. The rights and obligations under this Agreement may be assigned by either Party hereto without the prior written consent of the other Party; provided that should an assignment be made the assigning Party will provide prompt written notice of the details of such to the other Party. If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, this determination will not affect any other provision of this Agreement and the provision in question shall be modified to the limited extent necessary so as to be rendered enforceable. This Agreement will be deemed to have been entered into and will be construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of laws principles thereof, and as applied to contracts made and to be performed entirely within Colorado. Any dispute or controversy arising under or in connection with this Agreement, or any of the agreements contained in the Exhibits to this Agreement, shall be settled according to the Section 7 Arbitration provisions of your Employment Agreement. Any ambiguity in this Agreement shall not be construed against either Party as the drafter. Any waiver of a right or benefit under, or breach of, this Agreement shall be in a writing signed by the Party granting the waiver and, in case of a breach, shall not be deemed to be a waiver of any successive breach. The Company shall make any payments required by this Agreement to a bank account or accounts as designated by you in writing to it. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

Company Initials /s/ AM

Your Initials /s/ A.S.

25. **Counterparts.** This Agreement may be executed in counterparts and by facsimile or electronic signatures, each of which shall be an original and all of which shall constitute but one and the same instrument. The Parties agree that execution of this Agreement by industry standard electronic signature software and/or by exchanging .PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Agreement, each Party hereby waives any right to raise any defense or waiver based upon execution of this Agreement by means of such electronic signatures or maintenance of the executed Agreement electronically.

26. **Expiration**. If you wish to accept the offer set forth in this Agreement you must sign and return this Agreement to the Company on or before 11:59 pm EST on October 9, 2023.

If this Agreement is acceptable to you, please electronically sign below and return to Michael Fridman, Associate Director of Human Resources, at mfridman@frtx.com.

FRESH TRACKS THERAPEUTICS, INC. AND BRICKELL SUBSIDIARY, INC.

By: /s/ Albert N. Marchio II
Albert N. Marchio II
CEO

AGREED TO AND ACCEPTED BY:

By: /s/ Andrew D. Sklawer
Andrew D. Sklawer
Individually

ADDENDUM

The undersigned have read Section 13 (Mutual Nondisclosure) and Section 14 (Mutual Non-Disparagement) of this Separation and Release Agreement and attest that these provisions comply with the nondisclosure and non-disparagement requirements as set forth in §24-34-407(1) of the Colorado Protecting Opportunities and Workers' Rights (POWR) Act of 2023 (Colo. Rev. Stat §24-34-306 et. seq.)

FRESH TRACKS THERAPEUTICS, INC. AND BRICKELL SUBSIDIARY, INC.

By: /s/ Albert N. Marchio
Albert N. Marchio
CEO

AGREED TO AND ACCEPTED BY:

By: /s/ Andrew D. Sklawer
Andrew D. Sklawer
Individually

Company Initials /s/ AM

Your Initials /s/ A.S.

EXHIBIT A

EMPLOYMENT AGREEMENT
BETWEEN FRESH TRACKS THERAPEUTICS, INC. AND ANDREW SKLAWER

Company Initials /s/ AM

Your Initials /s/ A.S.

EXHIBIT B

CONFIDENTIALITY AND INVENTIONS ASSIGNMENT AGREEMENT BETWEEN FRESH TRACKS THERAPEUTICS, INC. AND ANDREW SKLAWER

Company Initials /s/ AM

Your Initials /s/ A.S.

EXHIBIT C

NON-COMPETITION AGREEMENT
BETWEEN FRESH TRACKS THERAPEUTICS, INC. AND ANDREW SKLAWER

Company Initials /s/ AM

Your Initials /s/ A.S.

EXHIBIT D

INDEMNIFICATION AGREEMENT
BETWEEN FRESH TRACKS THERAPEUTICS, INC. AND ANDREW SKLAWER

Company Initials /s/ AM

Your Initials /s/ A.S.

EXHIBIT E

PTO BALANCE ACKNOWLEDGMENT FORM

Company Initials /s/ AM

Your Initials /s/ A.S.

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT (the "Agreement") is made October 3, 2023 (the "Effective Date"), by and between **FRESH TRACKS THERAPEUTICS, INC.,** a Delaware corporation, with its principal place of business at Founder Central, 2000 Central Avenue, 100, Boulder, CO 80301 (hereafter "Corporation") and **YONDER PARTNERS, LLC,** a Colorado Limited Liability Company, with a principal place of business at [***] (hereafter "Consultant). Corporation and Consultant are sometimes referred to herein individually as a "party" and collectively as the "parties".

WHEREAS, Corporation may have requirements for expert consulting ("Advisory") services related to the Corporation's business, legal, regulatory, personnel, compliance, operations, clinical trials, strategies, finances, business development, contracts management, capital requirements and raises, and evaluation, research, development, and testing, and eventual commercialization, of its pipeline product portfolio and other assets, including without limit, potential and ongoing earnout payments and any contingent value rights, prosecution, maintenance, and enforcement of intellectual property rights including patents and trademarks, support for the Corporation's Transition Services Agreement between itself and Botanix SB, Inc., possible transition or delisting from Nasdaq to an OTC exchange, and reverse merger, merger, or other deal support as well as any other lawful business purpose ("Purpose"); and

WHEREAS, Consultant is uniquely skilled in the provision of Advisory services that may be required and is agreeable to providing such services to Corporation as requested by Corporation from time to time and provided for in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties do hereby agree as follows:

1. Services.

(a) Scope. Consultant shall provide its expert services, skills, experience, network, and knowledge to the tasks assigned to it by Corporation in the delivery of Advisory services for the Purpose ("Services"). Consultant will perform all Services in accordance with all applicable laws, rules, and regulations, and Corporation policies and guidelines as communicated by Corporation to Consultant.

(b) Performance. Consultant understands and agrees that Consultant is responsible solely for the control and supervision of the means by which the Services are provided consistent with the goal of successfully completing the Services on Corporation's schedule. During the Term (defined *infra* Section 4) of this Agreement, Consultant shall devote its reasonable best efforts, including time and attention, to providing Services and shall at all times promote the interests and welfare of Corporation without any actual or potential conflicts of interest. To the extent Consultant identifies an actual or potential conflict with its Services for the Corporation, Consultant shall promptly inform Corporation of the conflict in writing for instructions on how to proceed. Notwithstanding the foregoing, and except as otherwise set forth herein, Corporation acknowledges and agrees that Corporation's retention of Consultant's Services hereunder shall be non-exclusive for both parties. Consultant agrees to participate actively in such meetings designated by Corporation and that Corporation may request travel and in-person participation in Corporation's various meetings at Corporation's principal place of business or elsewhere, or at greater frequency, as required by Corporation.

2. Consideration.

(a) Hourly Rate. Consultant shall be entitled to compensation in an amount of Four Hundred Twenty-Five Dollars per hour ($425.00/hr) ("Consulting Fee") for completion of Services satisfactory to Corporation during the Term of the Agreement. Consulting Fees due hereunder shall commence upon the execution of this Agreement and continue during the Term of the Agreement. For avoidance of doubt, Corporation shall have no obligation under this Agreement to make any tax gross-up payments in respect of any tax imposed on, or that may be owed by, Consultant pursuant to applicable laws.

(b) Business Expenses. Corporation shall reimburse Consultant for all reasonable, actual, and necessary expenses incurred in providing Services hereunder (including but not limited to coach (not business) airfare, rental car or Uber/Lyft, taxi or the like, lodging, meals, tolls, fuel costs, parking) according to the Travel, Meals and Entertainment Policy attached hereto, the legitimacy of which shall be substantiated by Consultant through proper documentation including the requirement that Consultant attach receipts to each of his invoice(s). The Corporation may request that Consultant visit the Corporation's Boulder, Colorado facilities for meetings approximately once per month. In such case the Corporation will need to pre-approve the trip purpose and the airfare and any lodging expenses in advance; other associated trip costs do not need prior consent by Corporation. All other expenses not covered by this subsection (b) shall be borne solely by Consultant. For avoidance of doubt, professional license fees and continuing education credit costs to maintain such license are not reimbursable expenses.

(c) Invoicing. Consultant shall submit invoices to Corporation by the fifth (5^{th}) business day of the following month for Services performed and reimbursable expenses incurred by Consultant in the previous month. Invoices shall contain an adequate description of the specific completed Services and include any receipts for reimbursable business expenses as outlined by Section 2(b) above. All such invoices shall be submitted to the Corporation through Aaron Fox-Collis at: invoices@frtx.com.

(d) ACH Payments. Corporation will pay Consultant by the end of the month in which it receives a timely invoice that complies with the requirements of Section 2 and for which Corporation reasonably does not dispute any payment obligation. To the extent Corporation does have such a dispute, Corporation shall pay the amounts in the invoice that are not in dispute and promptly seek to resolve said dispute with Consultant. If Consultant submits an invoice late, Corporation will pay an amount as required hereunder in the month following receipt of that invoice. The parties agree that all payments due and owed under this Agreement shall be made through transfers utilizing the Automated Clearing House network ("ACH") by Corporation to Consultant's designated bank account for direct deposit and Consultant will execute such documents as necessary to effectuate the same.

(e) Taxes. Consultant shall be solely responsible for all taxes, tax returns, and payments required to be filed with or made to any federal, state, or local tax authorities with respect to Consultant's performance of Services and receipt of fees under this Agreement. Corporation may regularly report amounts paid by it to Consultant with tax authorities as required by law. Because Consultant is an independent contractor Corporation shall not withhold or make payments for social security, make unemployment insurance or disability insurance contributions, or obtain worker's compensation insurance on Consultant's (or Consultant's employees' or agents') behalf. Consultant shall comply with, and agrees to accept, exclusive liability for non-compliance with all applicable laws related to Consultant's performance under this Agreement including without limitation obligations such as payment of all taxes, social security, disability, and other contributions

based on fees paid by Corporation to Consultant, Consultant's employees, and/or agents under this Agreement. Consultant hereby agrees to indemnify, hold harmless, and defend Corporation from and against any and all such liabilities, taxes, or contributions, including without limitation penalties and interest.

3 . Independent Contractor and Means of Service. This Agreement does not create a fiduciary relationship between the parties. Consultant shall be an independent contractor at all times with respect to Corporation. Nothing in this Agreement constitutes or appoints Consultant as an agent, legal representative, partner, employee, or servant of Corporation for any purpose whatsoever. Consultant covenants and agrees that Corporation shall not in any event assume liability for or be deemed liable hereunder as a result of any contract, agreement, understanding, debt, or obligation entered into by Consultant on behalf of Corporation without Corporation's prior written consent. As an independent contractor, Consultant shall have no right or authority, either expressed or implied, to assume, bind, or create in any respect on behalf of Corporation any obligation, contract, commitment, representations, or responsibility, except to extent Consultant is acting as an authorized agent as designated in writing by the Corporation. The authority of Consultant hereunder is strictly limited to the performance of the Services as described herein. Further, it is not the intention of this Agreement or of the parties to confer a third-party beneficiary right of action upon any third party or entity. Nothing in this Agreement shall be construed to confer upon any third party other than the parties hereto a right of action under this Agreement or in any manner whatsoever. By virtue of this Agreement, Consultant and Consultant's employees and agents shall not be entitled to any of the benefits that Corporation may make available to its employees, such as but not limited to group health insurance, profit-sharing, or retirement benefits. Consultant will have exclusive control over the manner and means of performing the Services, including the choice of place and time, and will use Consultant's unique expertise and talents in performing the Services. Consultant shall provide, at Consultant's own expense, a place of work and all equipment, tools, and other materials necessary to complete the Services; however, to the extent necessary to facilitate performance of the Services and for no other purpose, Corporation shall make its equipment and facilities available to Consultant at Consultant's reasonable request, and shall provide at cost to the Corporation any licenses necessary for Consultant to conduct necessary video meeting(s) and other business communications or to prepare, send, read, and review essential documents, such as but not limited to Microsoft Teams, Adobe Acrobat, and the Microsoft 365 productivity suite.

4. Term and Termination. The term of this Agreement will commence on the Effective Date and will continue until such time as either party gives notice of termination pursuant to this Section 4 (the "Term"). The Agreement may be terminated by either party hereto: (a) with Cause (as defined below), upon thirty (30) calendar days' prior written notice to the other party; or (b) without cause upon forty-five (45) calendar days' prior written notice to the other party. For purposes of Section 4, "Cause" shall include: (i) a material breach of the terms of this Agreement which is not cured by the defaulting party within thirty (30) calendar days of written notice by the other party of such default, (ii) the commission of any illegal act, including but not limited to fraud and/or embezzlement, or (iii) deliberate disregard of a written rule or policy of the Corporation previously provided by Corporation to Consultant. All non-surviving duties and obligations of the parties under this Agreement will cease as of the date the Agreement terminates; provided, however, all accrued obligations to and through the termination date shall be fulfilled and the obligations set forth in Sections 2(e), 3, 4, 6-14, 16-27 shall survive this termination date.

5 . Key Personnel. Consultant will perform all Services only through its member, Andrew D. Sklawer ("Andy Sklawer"), and agrees not to staff or use any other personnel or contracted agents to undertake the same without first obtaining written approval from

Corporation. Andy Sklawer is essential to the work performed hereunder and forms the essence of this Agreement. In the event Andy Sklawer is unable physically or legally in the reasonable opinion of Corporation to perform hereunder, this Agreement may be terminated immediately by Corporation by serving written notice of termination to Consultant. Such termination shall become effective immediately upon the furnishing of the written notice. Consultant further may not assign, delegate, or subcontract any part of the Services without Corporation's prior written consent. Consultant shall remain liable for the acts of any such approved staff, subcontractor, assignee, or delegate as if performed by Consultant directly for Corporation hereunder.

6 . Nondisclosure. At no time, unless required or protected by law, or authorized by Corporation to Consultant in writing, will Consultant divulge or cause to be divulged to any third party other than an employee of Consultant, or, separately, an agent, subcontractor, assignee, or delegate of Consultant approved by the Corporation, if any, the nature, Purpose, or results of the Consultant's work for Corporation pursuant to this Agreement, including without limit disclosure to Corporation's customers, suppliers, business partners, or competitors. If Consultant shall be placed under a legal obligation to disclose any Confidential Information, Consultant shall, if allowed by law, give the Corporation prompt written notice thereof and permit the Corporation to seek a protective order and/or waive the duty of confidentiality, at the Corporation's sole expense.

7. Intellectual Property.

(a) Ownership. Consultant hereby covenants and agrees that all work product arising from or directly related to the performance of Services under this Agreement, including but not limited to improvements, inventions, modifications, ideas, discoveries, developments, processes, procedures, designs, trade secrets, know-how, technical and engineering reports and designs, business and strategic plans, pictorial works, graphical works, graphical designs, drawings, hardware designs, specifications, draft and final work products, proposed designs and study protocols, flowcharts, test and research data, and/or computer programs and algorithms, and the like (hereafter the "Works"), whether patentable, copyrightable, capable of trademark, or not, that Consultant shall conceive or first actually reduce to practice, alone or in conjunction with others, pursuant to the performance of Services hereunder OR from the use of Corporation materials or facilities shall be the sole and exclusive property of the Corporation. Corporation shall own all right, title, and interest in the Works, including but not limited to all proprietary, patent, copyright, trademark, know-how, and trade secret rights therein.

(b) Registration and Payments. Furthermore, at the request of Corporation at any time, Consultant, at Corporation's sole expense, shall execute and deliver applications for patents, trademarks, and registrations for copyright, and any other intellectual property rights, for the Works in the United States and any foreign country, together with assignments by Consultant to Corporation of Consultant's entire interest therein.

(c) Assistance. Consultant shall also provide Corporation such reasonable assistance as requested by Corporation at Corporation's sole expense in securing, enforcing, maintaining, and protecting said applications, registrations, and copyrights, trademarks, patents, know-how, trade secrets, and other intellectual property rights. When such Services are requested and rendered during the Term of this Agreement, they shall be covered and compensated by Corporation as part of the Consulting Fees. Should such Services be required after termination of the Agreement, Consultant shall be paid by Corporation at a reasonable hourly rate agreed to between the parties for the assistance needed, but at an amount no lower than the Consulting Fee provided herein.

(d) No Conflicts. Consultant hereby represents, warrants, and covenants that Consultant has the full right, title, and authority to assign and or otherwise transfer any and all intellectual property rights in the Works to Corporation and that such assignment is not subject to the rights of any third party.

8. Confidentiality.

(a) Defined. During the course of this Agreement on and following the Effective Date, Consultant will acquire and/or develop confidential and proprietary information of or about the Corporation, including but not limited to improvements, inventions, data, modifications, ideas, discoveries, developments, processes, procedures, designs, trade secrets, know-how, technical and engineering reports and information, and designs, scientific, medical, marketing, IT, manufacturing and other CMC, commercial, business development, financial, accounting, tax, budget, capital requirements and expenses, vendor lists, legal, compliance, human resource-related, clinical and pre-clinical, business, and strategic information and plans, pictorial works, graphical works and designs, drawings, specifications, draft and final work products, proposed strategies, plans, and designs, flowcharts, organization charts, and/or computer programs and algorithms, test, research and other data, regarding the operation, products, technologies, business and employees and partners, agents and representatives of the Corporation and the like, as well as information a reasonable person would consider to be proprietary and confidential (hereafter the "Confidential Information"). Consultant shall treat and hold in trust and confidence all such Confidential Information during and after Consultant's acquisition and retention of such Confidential Information. At no time will Consultant divulge Confidential Information to a third party for any purpose other than for the benefit of the Corporation and with the Corporation's prior written consent. Consultant will protect the confidentiality of Confidential Information using at least the same level of effort as Consultant uses to protect his own confidential or proprietary information, but in no event may Consultant use less than commercially reasonable efforts. Further, Consultant shall not authorize or encourage persons who are under Consultant's direction or supervision to divulge such Confidential Information and shall be responsible for any breach of confidentiality hereunder by Consultant's employees, agents, and subcontractors.

(b) Exclusions. The restrictions on the use and disclosure of Confidential Information shall not apply to the specific portion of Confidential Information that Consultant can demonstrate: (i) is or becomes generally known or publicly available through no fault of Consultant; (ii) is already known by Consultant at the time of receiving such information, other than under an obligation of non-use or nondisclosure by Consultant to Corporation or any third party; (iii) is furnished to Consultant, without restriction on disclosure, by a third party who has a lawful right to disclose such information; or (iv) is independently developed by Consultant without reference to, or use of, any of Corporation's Confidential Information.

(c) Other than as may be previously authorized in writing to Consultant by Corporation, Consultant may disclose specific Confidential Information solely to the extent that such disclosure is required by court order or valid legal process; provided, however, that Consultant: (i) gives prompt written notice to Corporation of the disclosure requirement in order to allow Corporation to obtain any available limitation on or exemption from such disclosure requirement, and (ii) reasonably assist in such efforts by Corporation at Corporation's sole cost.

(d) Consultant will not disclose any confidential or proprietary information of third parties to Corporation or to Corporation's employees, agents, and/or representatives

unless Consultant has the valid, binding legal right to disclose such information to Corporation or Corporation's employees, agents, and/or representatives.

(e) This Section 8 shall survive termination of this Agreement for any reason for a period of fifteen (15) years thereafter.

9. Title To Work Product. Corporation shall retain sole and exclusive right, title, and interest in and to all written and verbal work product, including the Works, created by or for Consultant for Corporation hereunder. Consultant may not otherwise use or disclose same to third parties without Corporation's prior written approval.

10. Return of Materials. Upon termination of Consultant's engagement with Corporation under this Agreement, Consultant promptly will return all Confidential Information or, at the Corporation's sole discretion, destroy all information, records, and materials developed by or for Consultant in the performance of this Agreement; provided, however, Consultant shall have the right to retain one (1) record copy of such tangible information in its legal files, for use only in complying with Consultant's continuing obligations to the Corporation hereunder, and that any such Confidential Information shall remain subject to the terms of this Agreement. It is anticipated that Consultant, during the normal course of providing Services to Corporation, will produce and receive electronic files, e-mails, data, and other types of information, including but not limited to Confidential Information, normally stored in computer memory whether the memory is static, dynamic, in fixed or removable storage media, on-line, off-line, remote, or local. Consultant agrees that within ten (10) business days following the effective date of termination of this Agreement, Consultant will completely erase, destroy, and remove all electronic files, data, e-mails, e-mail records, voice mail, voice mail records, and any other information stored in computer memory if that information is directly related to Services performed for Corporation on and after the Effective Date pursuant to this Agreement, or would be Confidential Information of the Corporation subject to obligations under the Agreement, and further provided that no court order prohibiting destruction, erasure, or removal of same has been served upon Consultant, unless otherwise stipulated between the parties. If requested in writing by Corporation, and provided said request occurs within one (1) year of the effective date of termination of Services by Consultant, Consultant agrees to execute an affidavit to Corporation affirming Consultant's compliance with the obligations required by this Section 10.

11. Maintenance Of Records. Consultant agrees to keep and maintain adequate and current written records of all inventions and other Works made by Consultant related to the Services provided hereunder which records shall be available to and remain the sole and exclusive property of Corporation.

12. Prior Inventions. It is understood that all inventions, if any, patented or unpatented, that Consultant made prior to engagement by Corporation hereunder are excluded from the scope of this Agreement. Consultant represents and warrants that it has no such prior inventions, unless attached and listed as an Appendix to this Agreement. Consultant agrees to notify Corporation in writing before making any disclosure or performing any Services on behalf of Corporation that appears to threaten or conflict with proprietary rights Consultant claims in any invention or idea covered by this Section 12. In the event Consultant fails to give such notice, Consultant agrees to make no claim against Corporation with respect to any such inventions or ideas.

13. Representations and Warranties. Consultant hereby represents, warrants, and covenants that: (a) Consultant will perform, and is responsible for conducting, the Services in compliance with all applicable laws, rules, and regulations, and Corporation policies

and guidelines provided in advance by Corporation to Consultant; (b) all Works will be an original work of Consultant and any third parties that may have any rights to such Works will have executed assignment of those rights to Corporation that are reasonably acceptable to Corporation; (c) the performance of the Services by Consultant will not infringe the intellectual property rights of any third party to Consultant's knowledge; (d) Consultant has full right and power to enter into and perform this Agreement without the consent, registration, approval, or granting of a license or permit by or of any third party; (e) each manager, owner, employee, agent, representative, and subcontractor of Consultant, if any, who will receive or have proper access to Confidential Information and/or perform Services hereunder will agree in writing to assign any and all rights, title, and interest in and to all Works to Consultant so that Consultant may assign the same to Corporation and to protect the Confidential Information in accordance with this Agreement, and (f) Consultant has obtained, and will maintain, during the Term of the Agreement all permits, licenses, approvals, and registrations necessary for it or its authorized employees, agents and/or subcontractors to perform the Services.

14. Trade Secrets of Others/Other Obligations. Consultant represents, warrants, and covenants that its performance of Services under this Agreement does not and will not breach any agreement to protect the confidentiality of proprietary information acquired by Consultant in confidence prior to Consultant's engagement with Corporation. Consultant will not disclose to Corporation or induce Corporation to use any such proprietary information or material belonging to any previous employer or others. Consultant agrees not to enter into any oral or written agreement in conflict with this Agreement. Consultant acknowledges that Corporation from time to time may have agreements with other persons or with the United States government or agencies thereof that impose obligations or restrictions on Corporation regarding inventions made during the course of Services or regarding the confidential nature of such Services. Consultant agrees to be bound by all such obligations and restrictions and to take all action necessary to discharge the obligations of Corporation, at Corporation's sole expense.

15. Conflicts. This Agreement is non-exclusive in nature and during the Term of this Agreement, and to the extent not limited by any other agreement existing between Consultant, or Andy Sklawer, and the Corporation, including but not limited to that certain Non-Competition Agreement dated February 21, 2023 between Andy Sklawer and Corporation, Consultant may engage in consulting and other activities for any third party; provided, however, that unless Corporation consents in writing thereto, no works performed by Consultant for any third party shall conflict with Consultant's obligations as set forth in this Agreement, specifically including but not limited to provisions of performance or confidentiality. Section 15 as well as the underlying Agreement are not intended in any way to modify, cancel, or supersede any non-competition agreement or obligations that Consultant, or Andy Sklawer, may have with Corporation pursuant to any other agreement in existence and applicable to them.

16. Work Made for Hire.

(a) Proprietary Right. Consultant acknowledges that the "Works" specified or created hereunder have been specifically ordered and commissioned by and are being created under the direction and control of Corporation. Consultant hereby acknowledges and agrees that the Works shall be works made for hire by an independent contractor as defined in the United States Copyright Laws (17 U.S.C. Sections 101 et seq.). Pursuant to this Agreement, the Works are the sole and exclusive property of Corporation free and clear from all claims and rights, or encumbrances, of any nature relating to the Consultant's contributions and efforts, including but not limited to the right to copyright

the Works in the name of Consultant as author and proprietor thereof and any termination rights applicable thereto.

(b) Publishing. Consultant shall not be permitted to publish articles or otherwise disseminate information that utilizes knowledge obtained directly from or is otherwise directly related to Services performed under this Agreement without prior written consent from the Corporation.

(c) Assignment. Consultant agrees that, in the event these Works are determined by a Court of competent jurisdiction not to be works made for hire under the Federal Copyright Laws, this Agreement shall operate as an irrevocable assignment by Consultant to Corporation of the copyrights in the Works, including all rights in perpetuity, and including the right to display the Works and prepare derivative works. Under this irrevocable assignment, Consultant hereby assigns to Corporation the sole and exclusive rights, title, and interest in and to the Works without consideration beyond payment by Corporation for the Services rendered by Consultant hereunder.

1 7 . Indemnification and Insurance. Consultant shall defend, indemnify, and hold harmless Corporation and Corporation's respective employees, officers, directors, agents, and representatives, for any and all loss or damage and from or against any third-party claims for injury, death, loss, or damage of any kind or character, directly resulting from Consultant's gross negligence or Consultant's material breach of this Agreement, by whomsoever asserted; provided, however, Consultant will not be liable for any loss or damage or against and from any claim arising out of Corporation's material breach of this Agreement or the grossly negligent acts of Corporation or Corporation's respective employees, officers, directors, agents, representatives, contractors, or subcontractors, if any.

Corporation shall defend, indemnify, and hold harmless Consultant for any and all loss or damage and from or against and from any third-party claims for injury, death, loss, or damage of any kind or character, directly resulting from Corporation's gross negligence or the Corporation's material breach of this Agreement, by whomever asserted; provided, however, Corporation will not be liable for any loss or damage or against and from any claim arising out of Consultant's material breach of this Agreement or the grossly negligent acts of Consultant or Consultant's respective employees, officers, directors, agents, representatives, contractors, or subcontractors, if any.

The indemnified party shall (i) give the indemnifying party prompt written notice of any claim, suit, or action brought against the indemnified party, (ii) allow the indemnifying party to defend the same (without prejudice to the right of the indemnified party to participate at its expense through counsel of its own choosing), (iii) render the indemnifying party all assistance reasonably necessary in defending against such claim, suit, or action at the indemnifying party's expense, and (iv) refrain from compromising or settling such claim or action without the indemnifying party's prior written consent, where such consent shall not be unreasonably withheld or delayed.
Each party shall procure and maintain insurance (or other means) adequate to cover its indemnity obligations hereunder.

18. Notices. Any notice, instruction, or communication required or permitted to be given under this Agreement to any party shall be in writing and given by personal delivery or sent by certified mail, return receipt requested, or internationally recognized air courier, postage or fees paid, or documented email. Any such notice, instruction, or communication shall be deemed given when actually received by the other party.

If Notices given to Corporation:

Name: Albert N. Marchio II
Title: CEO
Address: Fresh Tracks Therapeutics, Inc., c/o Founder Central, 2000 Central Ave., 100, Boulder, CO 80301
E-mail: amarchio@frtx.com

With copy to:

Name: Aaron Fox-Collis
Title: VP Finance and Chief Accounting Officer
Address: Fresh Tracks Therapeutics, Inc., c/o Founder Central, 2000 Central Ave., 100, Boulder, CO 80301
E-mail: afoxcollis@frtx.com

If Notices given to Consultant:

Name: Yonder Partners, LLC
Title: Consultant
Address: [***]
E-mail: [***]

Should an address need to be modified by a party, that party will notify the other party promptly in writing and until such adequate notice is made under Section 18 the currently effective address will control.

19. Governing Law. This Agreement shall be governed by the laws of the State of Colorado, without regard to conflicts of law provisions.

20. Prior Employment/Entire Agreement. Andy Sklawer was an employee of Corporation and was a party to a certain Employment Agreement dated February 21, 2023 (the "Employment Agreement"), and is a party to the Separation and Release Agreement with the Corporation dated September 18, 2023 (the "Separation and Release Agreement"), the Non-Competition Agreement, a certain Employee Confidentiality and Inventions Assignment Agreement dated July 6, 2021 (the "CIAA"), and a certain Indemnification Agreement dated September 1, 2009 (the "Indemnification Agreement"). This Agreement does not supersede, cancel, replace, modify, or otherwise amend the Separation and Release Agreement, the CIAA (including, without limit, Sections 1, 2, 4 or 7 thereof), the Non-Competition Agreement, and/or the Indemnification Agreement. Furthermore, the Employment Agreement has been terminated (except for provisions that survive) and such termination is made and documented in the Separation and Release Agreement. This Agreement states the entire agreement between the parties with respect to the subject matter hereof and all prior and contemporaneous understandings, representations, and agreements are merged herein and superseded hereby. No alteration, modification, release, or waiver of this Agreement or any of its provisions shall be effective unless agreed to in writing and executed by both parties. Neither party has relied upon any oral representation of the other party in entering into this Agreement. Neither this Agreement nor prior dealings between the parties represent a commitment by Corporation to engage Consultant for a certain number of hours or for a specific number of tasks, except as expressly otherwise provided herein.

21. Dispute Resolution. Except for actions involving injunctive relief, if a dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to submit the dispute to arbitration under the rules of the American Arbitration Association. Venue for any dispute resolution proceeding shall be in the State of Colorado in the Cities of Boulder or Denver. The decision by the arbitrators shall be final, binding, and conclusive on the parties, except that either party may petition for equitable or other relief to enforce any arbitral award. The party prevailing in arbitration shall be awarded its reasonable attorney fees and costs of arbitration from the losing party.

22. Equitable Relief. Consultant agrees that it would be difficult to measure the damage to Corporation from any breach by Consultant of any of the provisions of Sections 6-16 of the Agreement, that injury to Corporation from such breach by Consultant would be impossible to calculate, and that money damages may therefore be an inadequate remedy for such breach. Accordingly, Consultant agrees that if Consultant breaches any of Sections 6-16, Corporation may be entitled, in addition to all other remedies it may have, to injunctions or other appropriate orders to restrain any such breach without showing or proving any actual damage by Corporation. With regard to claims involving injunctive relief by either party, and notwithstanding Section 21 above, any action to interpret or enforce this Agreement shall occur in a court of competent jurisdiction in Wilmington, Delaware.

23. Force Majeure. Neither party will be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including but not limited to fire, floods, wind, earthquakes, severe weather, natural disasters, explosion, embargoes or blockades, war or invasion, acts of war or invasion (whether war be declared or not), insurrections, riots, terrorism, civil commotions, strikes or slowdowns (other than on the part of employees of the affected party), lockouts (other than on the part of the affected party), or other labor or industrial disturbances (other than involving the

employees of the affected party), acts of God, or acts or omissions, orders, or laws, or delays in acting, by any governmental authority, unlawful acts not caused by the affected party, telecommunication breakdowns, power outages or shortages, lack of warehouse or storage space, inadequate transportation services, inability or delay in obtaining supplies of adequate or suitable materials, national, regional, or local emergencies, or epidemic or pandemic. Excluded, however, from the scope of force majeure under this Section 23 are: a party's change in economic circumstances (including but not limited to performance becomes more expensive than anticipated), contractor and/or subcontractor defaults, and/or banking system failure. A party claiming relief under this Section shall give the other party written notice claiming relief by this Section within five (5) business days of the occurrence of the event giving rise to the force majeure and the relief under this Section shall continue only during the pendency of the force majeure event.

24. Severability. If any provision of this Agreement is held to be invalid, unenforceable, or illegal by a court of competent jurisdiction, or an arbitrator, such ruling will not affect or impair the validity, enforceability, or legality of any remaining portions of this Agreement, and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law. All remaining portions of the Agreement will remain in full force and effect as if the original Agreement had been executed without the invalidated, unenforceable, or illegal part.

25. Waiver, Amendments. No waiver by the parties of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by the parties of any right under this Agreement shall be construed as a waiver of any other right. A party shall not be required to give notice to the other party to enforce strict adherence to all terms of this Agreement. The parties may only amend or modify this Agreement by a separate document duly signed by each party and no provision may be waived by a party unless such waiver is in a separate signed writing.

26. No Assignment. This Agreement may not be assigned by Consultant without Corporation's prior written consent. This Agreement may not be assigned by Corporation without Consultant's prior consent, except that no such consent shall be required for Corporation to assign its rights or transfer its obligations to its Affiliates or subsidiaries, or in connection with the sale, transfer, or assignment of the majority of its stock, or all or substantially all of its assets to which this Agreement relates, whether as part of a merger, reverse merger, acquisition, business combination, joint venture, or asset sale. Any assignment in violation of this Agreement will be null and void. This Agreement benefits and binds the parties and their respective successors and permitted assigns. For purposes of this Agreement, an entity shall be deemed to be an "Affiliate" of a party if it is a company, corporation, or other business entity, that is controlling, controlled by, or under common control with such party. For the purposes of such definition, "control" shall mean the direct or indirect ownership of more than fifty percent (50%) of the equity interest or voting securities in such corporation or business entity, or the ability in fact to control the management decisions of such corporation or business entity.

27. Counterparts. This Agreement may be executed in any number of counterparts, including by .pdf signatures, which shall be deemed as original signatures. All executed counterparts shall constitute one Agreement, notwithstanding that all signatories are not signatories to the original or the same counterpart.

INTENDING TO BE BOUND HEREBY, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

CORPORATION	**CONSULTANT**
By: /s/ Albert N. Marchio II	By: /s/ Andrew D. Sklawer
Name: Albert N. Marchio II	Name: Andrew D. Sklawer
Title: CEO	Title: Owner of Consultant

APPENDIX A

TRAVEL, MEALS, AND ENTERTAINMENT POLICY OF CORPORATION