

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): **April 30, 2020**

SG BLOCKS, INC.
(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38037
(Commission File Number)

95-4463937
(I.R.S. Employer
Identification Number)

195 Montague Street, 14th Floor
Brooklyn, NY 11201
(Address of Principal Executive Offices, Zip Code)

Registrant's telephone number, including area code: 646-240-4235

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:

- 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	SGBX	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 1.01. Entry into a Material Definitive Agreement.

On April 30, 2020, SG Blocks, Inc. (the “Company”) entered into a Distributorship Agreement (the “Distributorship Agreement”) with Osang Healthcare Co., Ltd., a Republic of Korea company (“Osang”), effective as of April 28, 2020, for its GeneFinder™ COVID-19 Plus RealAmp Kit™, designed to detect SARS-CoV-2 (*Severe Acute Respiratory Syndrome-Coronavirus 2*), the virus that causes COVID-19, through a gene-based reverse transcription reaction and real-time polymerase chain reaction (PCR) testing process. The Distributorship Agreement is Osang’s standard form and provides the Company with the non-exclusive right to distribute Osang’s GeneFinder COVID-19 Plus RealAmp Kit in the United States for a stated term of one (1) year. The Distributorship Agreement does not guarantee the Company a specific quantity of kits to sell or a customer list, and may be terminated by either party at any time on thirty (30) days’ notice. Pursuant to the terms of the Distributorship Agreement, the Company is required to make payment for 100% of any purchase order prior to shipment of the product from Osang, though it does not expect to make any cash outlays with respect to any product that it distributes and expects instead to require any third-party purchasers to make the necessary cash outlays as part of a purchase order entered into with the Company. On April 30, 2020, the Distributorship Agreement was amended (the “Amendment”) to provide the Company with certain additional warranties from Osang.

On May 1, 2020, in connection with the entry into the Distributorship Agreement, the Company entered into an agreement with an affiliate of Osang (the “ROP”) granting it the right to participate in up to 19.9% of any offering effected by the Company during the next six (6) months provided that Osang or its affiliates provides customer referrals to the Company for the purchase under the Distributorship Agreement of kits resulting in at least \$5 million of revenues to it.

There can be no assurance that the Distributorship Agreement will continue, that it will yield the anticipated benefits or generate significant revenue, if any. To date, the Company has never sold any medical devices or kits and there can be no guarantee that the Company will be able to establish distribution channels or solicit customers for the kits.

The foregoing descriptions of the terms of the Distributorship Agreement, the Amendment and the ROP do not purport to be complete and are subject to, and are qualified in their entirety by, reference to the provisions of such agreements, which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 8.01. Other Events.***Press Release***

On May 5, 2020, the Company issued a press release announcing that it had entered into a Distributorship Agreement with Osang for its GeneFinder™ COVID-19 Plus RealAmp Kit test for SARS-CoV-2.

A copy of the press release is attached as Exhibit 99.1 to this Report on Form 8-K. The information contained in the press release is being furnished to the Securities and Exchange Commission (the “Commission”) and shall not be deemed incorporated by reference into any of the Registrant’s registration statements or other filings with the Commission.

Updating Risk Factors

The Company is including the risk factors below for the purpose of supplementing and updating the risk factor disclosure contained in Part I–Item 1A–Risk Factors in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2019 (“Annual Report on Form 10-K”), filed with the Commission on March 30, 2020. The following risk factors should be read in conjunction with the risk factors described in the Company’s Annual Report on Form 10-K.

There can be no assurance that the Distributorship Agreement with Osang will generate revenue.

On April 30, 2020, the Company entered into the Distributorship Agreement with Osang that provides the Company with the non-exclusive right to distribute Osang’s GeneFinder COVID-19 Plus RealAmp Kit in the United States for a stated term of one (1) year. The Distribution Agreement does not guarantee the Company a specific quantity of kits to sell or a customer list, requires the Company to pay for 100% of the purchase order prior to delivery (though the Company does not expect to make any cash outlays for product and expects instead to require the Company’s customers to make such cash outlays) and may be terminated by either party at any time on thirty (30) days’ notice. To date, the Company has never sold any medical devices or kits and there can be no guarantee that it will be able to establish a sales force, establish distribution channels or solicit customers for the kits. There can be no assurance that the Distributorship Agreement will continue, that it will yield the anticipated benefits or generate significant revenue, if any.

Product liability and other claims with respect to Osang's GeneFinder COVID-19 Plus RealAmp Kit may have material adverse effects on the Company's business.

Companies that distribute medical tests, are generally subject to risks related to product liability litigation and other claims or litigation. Product liability risks are inherent in marketing and sale of pharmaceutical products. Even though the Company is not currently subject to any product liability claims, such claims could arise at a later date. Though Osang has agreed to indemnify the Company for certain product liability claims, claims arising under the Distributorship Agreement must be arbitrated in Singapore and enforcement of such indemnification provisions would be time-consuming for the Company's management and lead to significant costs and losses, which would adversely affect its business, results of operations, cash flows, financial condition, and/or prospects.

Even though the Company intends to obtain product liability insurance and Osang has agreed to indemnify the Company for certain claims arising from the manufacture of the kits, there can be no assurance that such insurance coverage will continue to be available on reasonable commercial terms or that such insurance or indemnification will prove adequate. If sufficient insurance coverage is not obtained covering product liability, or if such future litigation or investigation exceeds the Company's insurance coverage, the Company could be subject to significant liabilities, which could have material adverse effect on its business, results of operations, cash flows, financial condition, and/or prospects.

Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits*

Exhibit No.	Name of Exhibit
10.1*	Distributorship Agreement between Osang Healthcare Co., Ltd. and SG Blocks, Inc., effective as of April 28, 2020
10.2	Amendment to Distributorship Agreement between Osang Healthcare Co., Ltd. and SG Blocks, Inc., dated April 30, 2020
10.3	Agreement between Osang Group Co. Ltd. and SG Blocks, Inc., dated May 1, 2020
99.1	SG Blocks, Inc. Press Release, dated May 5, 2020

* Confidential portions of this exhibit have been omitted from the exhibit.

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.

Dated: May 5, 2020

SG Blocks, Inc.

By: /s/ Paul Galvin
Paul Galvin
Chairman and CEO

PORTIONS HEREIN IDENTIFIED BY [*****] HAVE BEEN EXCLUDED FROM THIS EXHIBIT BECAUSE THE EXCLUDED INFORMATION IS BOTH (I) NOT MATERIAL AND (II) WOULD BE COMPETITIVELY HARMFUL IF PUBLICLY DISCLOSED.

Confidential and Proprietary

DISTRIBUTORSHIP AGREEMENT

This Distributorship Agreement (“**Agreement**”) is made and entered into, effective as of April 28, 2020 (“**Effective Date**”), by and between OSANG Healthcare Co., Ltd. with its principal place of business at 132, Anyangcheondong-ro, Dongan-gu, Anyang-si, Gyeonggi-do, Republic of Korea (“**Manufacturer**”) and SG Blocks, Inc. with its principal place of business at 195 Montague St., Brooklyn, NY 11201, United States of America (“**Distributor**”). Manufacturer and Distributor are sometimes referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Manufacturer and Distributor have discussed the terms and conditions of transactions regarding certain products hereunder.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

Article 1. Manufacturer agrees to sell and deliver to Distributor and Distributor agrees to purchase and distribute the following products (“**Product**”) from Manufacturer under this Agreement during the Term (as defined in Article 3). For any Manufacturer’s products (in-vitro glucose, HbA1c, cholesterol, immunoassay and/or molecular diagnostic tests, instruments, accessories, etc.) other than the Product, Manufacturer and Distributor may discuss and negotiate the terms and conditions therefor as separate agreements. The unit price of the Product below may be changed upon Manufacturer’s written notice to Distributor in accordance with any price changes on raw materials required for manufacture of the Product.

Product (Ref. No. IMFR-45)	Price Per Test (1Kit = 100 Test)
GeneFinder COVID-19 Plus RealAmp Kit	USD \$[*****]/Test Plus any applicable freight charges

Article 2. Manufacturer grants to Distributor the non-exclusive rights to purchase, import, promote, market, sell, distribute and perform after-sales services for the Products within the geographic area of the United States of America (“**Territory**”). In connection with the foregoing rights granted to Distributor, Distributor agrees and acknowledges that the Product shall be used only with Applied Biosystem 7500/7500 Fast Real-time PCR System and Bio-Rad CFX96 Real-time PCR Detection System.

Article 3. This Agreement shall take effect on the Effective Date and end on April 28, 2021 (“**Term**”) unless earlier terminated at any time by either Party giving the other at least thirty (30) days prior written notice. The Term may be extended by a written instrument executed by duly authorized representatives if the Parties.

Article 4. Distributor shall place a purchase order for the Products to manufacturer in writing and Manufacturer will use commercially reasonable efforts to deliver Products within two (2) weeks from the date Manufacturer received and accepted the purchase order from Distributor. For each purchase order over 5,000 Kits, however, Manufacturer will deliver the Product after it discusses any possible delivery date with Distributor. The Products will be packed in a special dry-iced package. The delivery of Product shall be made according to EXW Manufacturer’s facility (EX Works Incoterms 2010). Distributor shall pay 100% of purchase order amount subsequent to receipt of an invoice for each respective order and before shipment of the Products by means of telegraphic transfer (T/T). All payments shall be made in USD (United States Dollar).

Confidential and Proprietary

Article 5. Manufacturer warrants and covenants that all of the Products shall be free from defects in materials and workmanship. The warranty for the Products shall be effective during each shelf life of the Products. Notwithstanding the foregoing, Manufacturer's warranty shall not extend to any of the Products which have been (i) misused or abused, (ii) improperly repaired, altered or modified, (iii) used in violation of Manufacturer's instruction, or (iv) damaged during transportation or demonstration unless otherwise specified in any relevant warranty conditions.

Article 6. Distributor agrees that Manufacturer is the exclusive owner of all confidential information provided by Manufacturer. Distributor shall not directly or indirectly disclose the confidential information to any person or entity and will take necessary precautions to prevent any such disclosure by any of its employees or agents. The confidentiality obligations of this Agreement will survive the termination or expiration of this Agreement.

Article 7. Distributor shall indemnify and hold harmless Manufacturer and its respective directors, officers, agents and employees from and against any and all liabilities, claims, suits, losses, damages or causes of actions including costs, attorney fees and expenses which may be suffered by any loss, damage, death or bodily injury arising out of (i) Distributor's negligent acts in connection with the use, sales or after-sale service of the Products, or (ii) Distributor's breach of obligations under this Agreement.

Article 8. This Agreement constitutes the entire agreement of the Parties on the subject matter hereof and supersedes all prior understandings and instruments on such subject matter. This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties. For purposes of this Agreement, signatures transmitted in a facsimile machine or in a document attached to an email shall be deemed to be original signatures. In addition, if any of the Parties sign facsimile or emailed copies of this Agreement, such copies shall be deemed originals. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement, it being understood that all Parties need not sign the same counterpart.

Article 9. This Agreement shall be construed and enforced according to the laws of Republic of Korea without application of its conflicts of laws principals. All disputes arising out of this Agreement shall be finally settled by arbitration in Singapore with the English language under the Arbitration Rules of Singapore International Arbitration Centre.

[The Signature Page Follows on the Next Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

For and on behalf of Manufacturer:

OSANG Healthcare Co., Ltd.

s/ Dong-Hyun Lee

Print Name: Dong-Hyun Lee

Title: Chief Executive Officer

For and on behalf of Distributor:

SG Blocks, Inc.

s/ Paul M. Galvin

Print Name: Paul M. Galvin

Title: Chief Executive Officer

AMENDMENT TO DISTRIBUTORSHIP AGREEMENT

This AMENDMENT (the "Amendment") is made and entered into as of the 30th day of April, 2020, to the DISTRIBUTORSHIP AGREEMENT, dated as of April 28, 2020 (the "Distributorship Agreement"), by and between Osang Healthcare Co., Ltd. (the "Manufacturer") and SG Blocks,, Inc. (the "Distributor").

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the Distributorship Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. The Distributorship Agreement is hereby amended by the inclusion therein of the representations and indemnities set forth on Annex A hereto.
- 2. All other terms of the Distributorship Agreement shall remain in full force and effect. The Distributorship Agreement, as amended by this Amendment, constitutes the entire agreement between the parties with respect to the subject matter thereof.
- 3. This Amendment may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Distributorship Agreement as of the date first written above.

OSANG HEALTHCARE CO., LTD.

SG BLOCKS, INC.

By: Dong-Hyin Lee
Name: Dong-Hyin Lee
Title: Chief Executive Officer

By: /s/ Paul Galvin
Name: Paul Galvin
Title: Chief Executive Officer

Manufacturer warrants and covenants that: (a) the Products will conform to their published specifications; (b) it owns all right, title, and interest in the Products and in all of patents, trademarks, trade names, inventions, copyrights, know-how, and trade secrets relating to the design, manufacture, operation, or service of the Products and (c) to its knowledge, the Products do not infringe any third party rights and will not subject Distributor to liability for violation of any laws, rules or regulations. Defective Products may be returned by Distributor to Manufacturer within 90 days of delivery and shall be promptly replaced by Manufacturer without charge and shipped to Distributor at Manufacturer's expense.

Manufacturer shall indemnify and hold harmless Distributor and its respective directors, officers, agents and employees from and against any and all liabilities, claims, suits, losses, damages or causes of actions including costs, attorney fees and expenses which may be suffered by any loss, damage, death or bodily injury (collectively the "Liability") directly and proximately caused by a breach of the representations or warranties contained in the Agreement (as amended), claims made by any person or entity arising out of the manufacturing of the Products, claims asserting that a Product infringes the intellectual property of any other person or entity; or that use of the Products resulted in bodily injury, without limitation, personal injury and death or the non-performance or improper performance by Manufacturer of any of its obligations arising out of or in connection with this Agreement.



May 1, 2020

VIA ELECTRONIC MAIL

Osang Group Co Ltd.
 132, Anyangcheondong-ro Dongan -gu
 Anyang -si, Gye onggi do, 14040
 Republic of Korea
 Attention: DH Lee, President and CEO

Re: Right of Participation in Future Financing

Dear Mr. Lee:

Reference is made to that certain Distributorship Agreement between you and us of even date herewith (the "Distributorship Agreement").

In the event that you provide customer referrals to us for the purchase under the Distributorship Agreement of Products (as defined therein) resulting in at least \$5,000,000 of revenue to us, we agree as follows:

(a) Subject to the prior approval of The Nasdaq Stock Market and subject to any other rights of participation outstanding on the date hereof this Agreement, until the six month anniversary of the date of this Agreement, upon any issuance by us of shares of our common stock, and provided that such securities remain outstanding after the exercise of participation rights outstanding on the date of this Agreement (herein, a "Subsequent Financing"), you shall have the right to participate in up to an amount of the Subsequent Financing equal to 19.9% of the Subsequent Financing (the "Participation Maximum") on the same terms, conditions and price provided for in the Subsequent Financing.

(b) At the time we commence soliciting interest of investors in the Subsequent Financing we will provide you notice of the potential Subsequent Financing, and no less than two hours prior to pricing of any such Subsequent Financing we will deliver to you a written notice of our intention to effect a Subsequent Financing (a "Subsequent Financing Notice"), which notice shall describe in reasonable detail the proposed terms of such Subsequent Financing and the amount of proceeds intended to be raised thereunder.

(c) In the event you desire to participate in such Subsequent Financing you must provide written notice to us within one hour of being provided the terms of the Subsequent Financing (the "Notice Termination Time") that you are willing to participate in the Subsequent Financing, the amount of your participation, and representing and warranting that you have such funds ready, willing, and available for investment on the terms set forth in the Subsequent Financing Notice, in order to ensure we have adequate time to include your investment in the Subsequent Financing. If we receive no such notice from you as of such Notice Termination Time, you will be deemed to have notified us that you do not elect to participate in such Subsequent Financing.

Very truly yours,

SG Blocks, Inc.

By: /s/ Paul M. Galvin
 Name: Paul M. Galvin
 Title: Chief Executive Officer

195 Montague Street, 14th Floor Brooklyn Heights, NY 11201 646.240.4235 P info@sgblocks.com
 Nashville New York Charleston

SG Blocks Signs Agreement with OSANG Healthcare to Distribute COVID-19 Rapid Tests in U.S. under OSANG’s FDA Emergency Use Authorization

Complements SGB’s recent announcement of its strategic drive into medical ‘pop up’ clinics and testing centers using its custom modular solutions.

BROOKLYN, N.Y.

/ May 5, 2020/ SG Blocks, Inc. (Nasdaq: SGBX) (“SG Blocks” or the “Company”), a leading designer, innovator and fabricator of container-based structures, and OSANG Healthcare Co., Ltd. (“OHC”), a South Korea based global manufacturer and distributor of medical-grade diagnostic tests and equipment, announced today the signing of a one year, non-exclusive distributorship agreement for the United States, for OHC’s “GeneFinder® COVID-19 Plus RealAmp Kit” – a simple SARS-CoV-2 test for COVID-19, now available in the United States under the FDA’s Emergency Use Authorization (EUA).

OHC’s “GeneFinder® COVID-19 Plus RealAmp Kit” test is designed to detect SARS-CoV-2 (Severe Acute Respiratory Syndrome-Coronavirus 2), the virus that causes COVID-19, through a gene-based reverse transcription reaction and real-time polymerase chain reaction (PCR) testing process that can provide up to 100 tests results in just over two hours, making them ideally suited to emergency, pop- up and point of care situations.

SG Blocks will have sales, marketing and distribution rights to OHC’s product in the United States and plans to leverage its customer base and relationships with federal government and state-level customers in particular who are only beginning to roll-out widespread SARS-CoV-2 testing centers.

Paul Galvin, CEO of SG Blocks commented, “We believe that this agreement will enable SG Blocks to create turnkey testing facilities at hospitals and other authorized point of care medical locations throughout the USA, including buildings that SG Blocks plans to provide to customers using our modular construction expertise. OHC’s SARS-CoV-2 test was used by leading emergency services and front-line hospitals during the height of the COVID-19 epidemic in Europe and is now finding favor and rapid acceptance in the USA. Its ease-of-use, accuracy and ability to work on low-cost point-of-care analyzers should make it ideally suited to our portable module solutions. As we strive to return to normal life, it is critical to free up hospitals to perform normal duties again. We believe that our units, once developed, can help provide safe, isolated SARS-CoV-2 testing and ‘lab-in-a-box’ solutions for these service providers”.

Dong-Hyun Lee, Chairman & Chief Executive Officer of OSANG Healthcare Co., Ltd. stated, “We view SG Blocks as an ideal partner to broaden distribution of our advanced tests and expand our ability to directly address this global pandemic in the USA. Our pipeline is substantial, and SG Blocks has the ability to address logistical challenges utilizing their modular construction expertise.”

In connection with the entry into the distributorship agreement, subject to conditions the Company granted an affiliate of OHC the right to elect to participate, at its sole and exclusive option, in up to 19.9% of any stock offering by the Company during the next six months.

ThinkEquity, a division of Fordham Financial Management, Inc., acted as an advisor to SG Blocks.

About OSANG Healthcare Co., Ltd.

OSANG Healthcare is a South Korea based global manufacturer and distributor of medical devices and in-vitro diagnostics solutions. Devoted since inception to the development of diagnostic biosensors for blood glucose measurement, OSANG Healthcare envisions medical devices becoming as commonplace as home appliances, easily measuring all diseases across the globe as “Technology for Human”. OSANG Healthcare currently exports its diagnostic biosensors for blood glucose, HbA1c and cholesterol to more than 110 countries, in its drive to become the leading researcher and developer of diagnostic sensors for heart disease and cancer, and of remote diagnosis systems. For more information, visit www.osanghc.com.

About SG Blocks, Inc.

SG Blocks, Inc. is a premier innovator in advancing and promoting the use of code- engineered cargo shipping containers for safe and sustainable construction. The firm offers a product that exceeds many standard building code requirements, and also supports developers, architects, builders and owners in achieving greener construction, faster execution, and stronger buildings of higher value. Each project starts with GreenSteel™, the structural core and shell of an SG Blocks building, and then customized to client specifications. For more information, visit www.sgblocks.com.

Safe Harbor Statement

Certain statements in this press release constitute "forward-looking statements" within the meaning of the federal securities laws. Words such as "may," "might," "will," "should," "believe," "expect," "anticipate," "estimate," "continue," "predict," "forecast," "project," "plan," "intend" or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. These forward-looking statements are based upon current estimates and assumptions and include statements regarding plans to leverage our customer base and relationships with federal and state-level customers, creating turnkey testing facilities at hospitals and other authorized point of care medical locations throughout the USA, including buildings provided by SG Blocks and OHC's SARS-CoV-2 test being ideally suited to the Company's portable module solutions, the Company's units, once developed, providing safe, isolated SARS-CoV-2 testing and 'lab-in-a-box' solutions. While SG Blocks believes these forward-looking statements are reasonable, undue reliance should not be placed on any such forward-looking statements, which are based on information available to us on the date of this release. These forward-looking statements are subject to various risks and uncertainties, many of which are difficult to predict that could cause actual results to differ materially from current expectations and assumptions from those set forth or implied by any forward-looking statements. Important factors that could cause actual results to differ materially from current expectations include, among others, our ability to leverage our customer base and relationships with federal and state-level customers and use our modular construction expertise to create turnkey testing facilities at hospitals and other authorized point of care medical locations throughout the USA, our ability to position SG Blocks for future profitability, our ability to maintain compliance with the NASDAQ listing requirements, and the other factors discussed in the Company's Annual Report on Form 10-K for the year ended December 31, 2019 and the Company's subsequent filings with the SEC, including subsequent periodic reports on Forms 10-Q and 8-K. The information in this release is provided only as of the date of this release, and we undertake no obligation to update any forward-looking statements contained in this release on account of new information, future events, or otherwise, except as required by law.

All product names used herein are trademarks of their respective companies.

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