

**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): **May 20, 2024**



OPTINOSE, INC.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or Other Jurisdiction of Incorporation or
Organization)

001-38241
(Commission File No.)

42-1771610
(I.R.S. Employer Identification No.)

777 Township Line Road, Suite 300
Yardley, Pennsylvania 19067
(Address of principal executive offices and zip code)

(267) 364-3500
(Registrant's telephone number, including area code)
(Former name or former address, if changed from last report)

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

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.

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 \$0.001 per share	OPTN	Nasdaq Global Select Market

Item 1.01. Entry into a Material Definitive Agreement.

On May 20, 2024, OptiNose US, Inc. and Contract Pharmaceuticals Limited Canada (“CPL”) entered into Amendment No. 2 to the parties’ Manufacture and Supply Agreement, dated August 18, 2017, as previously amended by Renewal and Amendment No. 1, dated February 22, 2021 (the “Manufacture and Supply Agreement”). Amendment No. 2 extends the term of the Manufacture and Supply Agreement to December 31, 2026. All other terms and conditions of the Manufacture and Supply Agreement remain unchanged.

CPL is one of two manufacturing sites approved by the FDA for the manufacturer of finished XHANCE units for commercial sale and sampling.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
10.1	Amendment No. 2 to Manufacture and Supply Agreement, dated May 20, 2024, by and between OptiNose US, Inc. and Contract Pharmaceuticals Limited Canada
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

OptiNose, Inc.

By: /s/ Anthony J. Krick

Anthony J. Krick

Chief Accounting Officer

Date: May 20, 2024

**AMENDMENT NO. 2 TO
MANUFACTURE AND SUPPLY AGREEMENT**

This **AMENDMENT NO. 2 TO MANUFACTURE AND SUPPLY AGREEMENT** (this “*Amendment*”) is effective as of this 20th day of May, 2024 (the “*Amendment Effective Date*”), and is entered into by and between OptiNose US, Inc., duly organized and existing under the laws of Delaware and having offices located at 1020 Stony Hill Road, Suite 300, Yardley, PA 19067 (referred to herein as “*OptiNose*”), and Contract Pharmaceuticals Limited Canada, duly organized under the laws of the Province of Ontario and having offices located at 7600 Danbro Crescent, Mississauga, Ontario Canada L5N 6L6 (referred to herein as “*CPL*”). OptiNose and CPL are each a “*Party*” and together constitute the “*Parties*” under this Agreement.

RECITALS

WHEREAS, OptiNose and CPL entered into that certain Manufacture and Supply Agreement effective as of August 18, 2017, as amended from time to time (as so amended, the “*Agreement*”), which outlines the rights and obligations of OptiNose and CPL with respect to the conduct of certain services to be performed by CPL;

WHEREAS, the Parties wish to enter into this Amendment in order to modify the renewal terms of the Agreement in accordance with the terms and conditions set forth herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Defined Terms**. All capitalized terms used herein shall have the meaning ascribed to each of them as defined herein and, if not defined herein, shall have the meaning ascribed to each of them in the Agreement.
2. **Amendment to Agreement**. Effective as of the Amendment Effective Date, the Agreement shall be renewed for the period beginning as of the Amendment Effective Date and expiring at the end of the calendar day on December 31, 2026 (the “*Renewal Term*”).
3. **Entire Agreement**. Each Party acknowledges that this Amendment, together with the Agreement, constitutes the entire agreement of the Parties with respect to the subject matter hereof.
4. **Full Force and Effect**. Except as expressly modified hereby, all of the other terms and conditions of the Agreement shall remain unchanged and in full force and effect in accordance with their original terms.
5. **Authority**. Each Party hereby represents and warrants that it has full power and authority to enter into this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have each caused a duly authorized representative to execute this Amendment as of the Amendment Effective Date.

OPTINOSE US, INC.

**CONTRACT PHARMACEUTICALS
LIMITED CANADA**

By: /s/ Ramy Mahmoud
Name: Ramy Mahmoud
Title: CEO

By: /s/ Jan Sahai
Name: Jan Sahai
Title: CEO