

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

FORM 6-K

REPORT OF FOREIGN PRIVATE ISSUER
PURSUANT TO RULE 13A-16 OR 15D-16 UNDER
THE SECURITIES EXCHANGE ACT OF 1934

For the month of December 2022

Commission File Number: 001-38283

InflaRx N.V.

(Translation of registrant's name into English)

Winzerlaer Str. 2
07745 Jena, Germany
(Address of principal executive office)

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

Form 20-F Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

EXPLANATORY NOTE

On December 21, 2022, InflaRx GmbH, a limited liability company (Gesellschaft mit der beschränkter Haftung) organized under German law and a wholly-owned subsidiary of InflaRx N.V. (the “Company”), and Staidson (Beijing) BioPharmaceuticals Co., Ltd., a corporation organized under the law of the People’s Republic of China (as successor to Beijing Defengrei Biotechnology Co. Ltd (BDB)) (“Staidson”), entered into a third addendum to the Co-Development Agreement, dated as of December 28, 2015 (the “Co-Development Addendum”). Pursuant to the terms of the Co-Development Addendum, the Company will receive royalties of 10% on net sales of BDB-001 (as defined in the Co-Development Addendum) for COVID-19 in China. The Company has granted Staidson an exclusive license for use in China to certain of Company’s clinical, manufacturing and regulatory documentation regarding vilobelimab in order to support and facilitate the regulatory filing for BDB-001 for the treatment of severely ill COVID-19 patients with the Chinese National Medical Products Administration.

In connection with the Co-Development Addendum, on December 21, 2022, the Company and Staidson Hong Kong Investment Company Limited, a limited liability company organized under the law of Hong Kong and an affiliate of Staidson (the “Purchaser”), entered into a Share Purchase Agreement (the “Purchase Agreement”). Pursuant to the Purchase Agreement, the Company agreed to issue and sell to the Purchaser 500,000 ordinary shares, nominal value €0.12 per share (the “Shares”), at a price of \$5.00 per share, and at an aggregate purchase price of \$2,500,000. Under the terms of the Purchase Agreement, at the Company’s option, the Purchaser may purchase additional Shares for an aggregate purchase price of \$7,500,000, which is subject to certain conditions.

The foregoing descriptions of the Co-Development Addendum and Purchase Agreement are not complete and are qualified in their entirety by reference to the full text of the Co-Development Addendum and Purchase Agreement, copies of which are filed as Exhibits 10.1 and 10.2, respectively, hereto and are incorporated by reference herein. This report and Exhibits 10.1 and 10.2 hereto shall be deemed to be incorporated by reference into the registration statement on Form F-3 (File No. 333-239759) of the Company and to be a part thereof from the date on which this report is submitted, to the extent not superseded by documents or reports subsequently filed or furnished.

On December 21, 2022, the Company issued a press release titled “InflaRx Announces Amendment of Co-Development Agreement and Additional Equity Investment by Staidson in Connection with Regulatory Filing in China for Anti-C5a-Antibody for Treatment of COVID-19.” A copy of such press release is attached as Exhibit 99.1 hereto and is incorporated herein by reference.

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, thereunto duly authorized.

INFLARX N.V.

Date: December 21, 2022

By: /s/ Niels Riedemann

Name: Niels Riedemann

Title: Chief Executive Officer

EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
10.1	Addendum No. 3, dated as of December 21, 2022, between InflaRx GmbH and Staidson (Beijing) BioPharmaceuticals Co., Ltd., to the Co-Development Agreement, dated as of December 28, 2016 between InflaRx GmbH and Staidson (Beijing) BioPharmaceuticals Co., Ltd. (as successor to Beijing Defengrei Biotechnology Co. Ltd. (BDB))
10.2	Share Purchase Agreement, dated as of December 21, 2022, between InflaRx N.V. and Staidson Hong Kong Investment Company Limited
99.1	Press Release, dated December 21, 2022

Third Addendum
to the Co-Development Agreement

(hereinafter referred to as "Addendum")
among

InflaRx GmbH
a corporation established under the law of Germany
Winzerlaer Strasse 2, 07745 Jena/Germany
(hereinafter referred to as "INFLARX")

Staidson (Beijing) BioPharmaceuticals Co., Ltd.
□□□□□□□□□□□□□□□□□□
a corporation established under the law of P.R. China
36 Jinghai Er Road. BDA
Beijing 100176, P.R. China
(hereinafter referred to as "Staidson")

(INFLARX and Staidson hereinafter also referred to as "Party" and together as "Parties")

PREAMBLE

- A. Staidson and INFLARX have executed a Co-Development Agreement effective December 28, 2015, as amended through an Addendum I effective as of December 28, 2015 and Addendum II effective as of November 09, 2021 with respect to monoclonal anti-human complement C5a antibodies and INFLARX issued certain confirmation and authorization letters thereunder (collectively, the "Co-Development Agreement"). The Co-Development Agreement was assigned from Beijing Defengrei Biotechnology Co. Ltd (BDB) to Staidson by execution of the Addendum II. The Co-Development Agreement covers, amongst others, the development of Staidson's development candidate BDB-1.
- B. INFLARX completed and published results of a Phase III PANAMO-trial of its C5a-antibody vilobelimab to treat critically ill, invasively mechanically ventilated COVID-19 patients.
- C. Staidson intends to pursue a regulatory filing of BDB-1 in the Territory for the indication COVID-19 and to obtain regional NDA for BDB-1 in the Territory with certain support of INFLARX.
- D. In order to support Staidson's regulatory filing as mentioned in Preamble C. above, Staidson wishes to license certain INFLARX' clinical and regulatory documents generated in the course of INFLARX' development of vilobelimab, including but not limited to clinical study results of the PANAMO-trial.

Now, therefore, in consideration of the mutual intentions set out herein, the Parties have agreed to enter into this Addendum:

1. Amendment of Article 1 of the Co-Development Agreement (Definitions)

Article 1 (Definitions) of the Co-Development Agreement shall be amended with the following new Sections 1.47 through 1.55:

- 1.47 “Regulatory Documents License” shall have the meaning as defined in Section 14.1.
- 1.48 “Regulatory Documents” shall mean clinical, technical and regulatory data and documents owned or controlled by INFLARX regarding vilobelimab which are reasonably useful for Staidson to file a marketing application with CDE or NMPA for BDB-1 in the License Field, such documents defined in Attachment III to the Co-Development Agreement. Any and all Regulatory Documents shall constitute INFLARX Intellectual Property according to Section 1.33 of the Co-Development Agreement and INFLARX Confidential Information according to Section 1.14 of the Co-Development Agreement.
- 1.49 “License Field” shall mean treatment and/or measures of prevention in the indication of COVID-19 including associated syndromes such as pneumonia, ARDS and sepsis.
- 1.50 “Regulatory Documents License Term” shall mean the time period from the effective date of the Addendum III of the Co-Development Agreement until and for as long as Staidson generates Net Sales for BDB-1 in the License Field, unless terminated early by INFLARX according to Section 14.2.
- 1.51 “CDE” shall mean the Center for Drug Evaluation of NMPA.
- 1.52 “EMA” shall mean the European Medicines Agency.
- 1.53 “FDA” shall mean the United States Food and Drug Administration.
- 1.54 “NDA” shall mean a New Drug Application with the FDA.
- 1.55 “NMPA” shall mean the Chinese National Medical Products Administration.

2. Amendment of Section 2.2 of the Co-Development Agreement (Frame of Co-Development)

Section 2.2 of the Co-Development Agreement shall be amended with the following new Sections 2.2 (xi), (xii), (xiii), (xiv), (xv), (xvi):

(xi) INFLARX shall, through granting a Regulatory Documents License, provide to and share with Staidson upon reasonable request of Staidson vilobelimab (formerly: IFX-1) information and materials (including vilobelimab antibodies from relevant batches) related to and required for the regulatory filing of INFLARX and Regulatory Approval process of vilobelimab with the EMA, FDA and other relevant regulatory authorities. Any Regulatory Documents will be provided by INFLARX to Staidson in the English language only, with Staidson being responsible for any translation into another language at its sole cost and expense.

(xii) INFLARX shall be entitled to reasonably be informed of Staidson's regulatory communication with CDE / NMPA for BDB-1 in the License Field.

(xiii) Staidson shall share information with INFLARX on a regular basis (at least quarterly) related to its communication with NMPA, review and Regulatory Approval of BDB-1 in the License Field and technical review institutions.

(xiv) Staidson shall inform INFLARX without undue delay about any interest from third parties regarding the manufacturing, distribution, sales and marketing of BDB-1 in the Territory.

(xv) Staidson shall diligently pursue the application of BDB-1 in the License Field with NMPA in the Territory within the Regulatory Documents License Term.

(xvi) Commercial rights in other countries: With the permission from INFLARX under a "Letter Limited Authorization for trial in India, Indonesia and Bangladesh", dated June 22, 2020, Staidson has conducted clinical Phase II/III trials by applying BDB-1 in severe COVID-19 patients in Indonesia, Bangladesh, and India. The parties may discuss in good faith a separate commercial agreement upon which INFLARX may authorize Staidson to obtain possible listing declaration and market sales in India, Indonesia and/or Bangladesh for the License Field.

3. New Article 14 of the Co-Development Agreement ("Regulatory Documents License")

The following new "Article 14 – REGULATORY DOCUMENTS LICENSE" shall be added to the Co-Development Agreement:

14.1 Regulatory Documents License. INFLARX grants to Staidson for the Regulatory Documents License Term an exclusive royalty-bearing license, without the right to grant sublicenses, to use the Regulatory Documents for a marketing application of BDB-1 in the License Field in the Territory ("Regulatory Documents License").

Regulatory Documents as defined in Attachment III (a), (b) and (c) shall be provided by INFLARX to Staidson within 5 business days after the effective date of the Addendum III to the Co-Development Agreement.

14.2 Termination of License. INFLARX shall be entitled to terminate the Regulatory Documents License in writing without notice period in the event that (i) Staidson has not submitted BDB-1 a filing for Regulatory Approval to the NMPA in the License Fields prior to December 31, 2023, or (ii) Staidson breached its non-competition obligation as set forth in Section 14.12.

- 14.3 Consequences of License Termination. If INFLARX terminates the Regulatory Documents License in accordance with Section 14.2, the license granted to Staidson under Section 14.1 shall cease immediately and Staidson shall cease immediately any use of Regulatory Documents, and shall return or destroy any and all portions of received Regulatory Documents within 14 days, such return or destruction to be confirmed by Staidson in writing without undue delay.
- In case of termination of the Regulatory Documents License, the term of the Co-Development Agreement shall remain unaffected.
- 14.4 Royalties to be paid to INFLARX. Instead of royalty payments in the amount of 5% as agreed upon in Section 7.1 for Net Sales for Products containing BDB-1 and/or BDB-2, Staidson shall pay to INFLARX for the granting of the Regulatory Documents License and during the Regulatory Documents License Term royalties amounting to 10% of Staidson's Net Sales in the License Field for Products containing BDB-1. For the avoidance of doubt, Section 7.8 of the Co-Development Agreement shall remain unaffected.
- 14.5 Off-label Use. Until receipt of any additional Regulatory Approval for BDB-1 in the Territory in any indication other than the License Field, any off-label use and related sales of the Product occurring after the Regulatory Approval of BDB-1 for one or more indications of the License Field, and such Regulatory Approval has been achieved on the basis of the Regulatory Documents License, shall be considered as sales subject to Section 14.4 and be treated equivalent to sales occurring related to the approved indication.
- 14.6 Taxes. Any payment subject to Section 14.4 and Section 14.5 by Staidson as Paying Party shall be exclusive of, and Staidson shall be responsible for the payment, of any applicable taxes within China, including but not limited to any withholding tax, and other fees of any nature imposed by or under the authority of any Chinese or other applicable government authority.
- 14.7 Payment and late payments of Royalties. The Parties agree that royalty payments according to Section 14.4 shall be made quarterly and shall be due upon the last day of the following calendar quarter. Besides, Section 7.3 and Section 7.5 shall apply for any royalty payments according to Section 14.4.
- 14.8 Royalty Reports. Section 7.4 shall apply for any Net Sales and Products sold during the License Term.
- 14.9 Record & Audits. Section 7.7 shall apply for any royalty payment according to Section 14.4.
- 14.10 Forecasts. Staidson shall submit written quarterly forecasts and calculations covering a forecasted period of time of 12 calendar months, including revenue and Net Sales estimates and anticipated costs and expenses to INFLARX from any Regulatory Approval of BDB-1 in the License Field in the Territory. Such forecasts shall be submitted by Staidson until the end of the calendar month following the end of a calendar quarter.

- 14.11 No Representation or Warranties. Notwithstanding Article 9 (Warranties and Liability), the following shall apply: The Regulatory Documents are provided to Staidson “as is” with no warranties, express or implied, or representations and INFLARX expressly disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement of third party patents. Staidson shall use the Regulatory Documents at its own expense and risk and shall hold INFLARX harmless at all times of any liabilities, claims for damages or personal injuries and any costs and expenses which might occur in connection with the use and handling of the Regulatory Documents, unless Staidson can prove and document that and if so to which extent such damages or injuries were due to gross negligence or willful misconduct on the part of INFLARX. Staidson shall use any and all Regulatory Documents provided by INFLARX in compliance with all applicable laws and regulations.
- 14.12 Non-compete.
- 14.12.1 In September 2021, Staidson initiated Phase I clinical trials under a US IND for STSA-1002, and Phase I clinical trials under NMPA IND for STSA-1002 (collectively, “Staidson Phase I Trial”), an anti-C5a mAB. STSA-1002 is unrelated to vilobelimab or BDB-1 and not subject to the Co-Development Agreement. To maintain the mutually beneficial spirit of the Co-Development Agreement, Staidson shall not develop and/or market STSA-1002 worldwide in the License Field. The support provided by INFLARX through the Regulatory Documents License is exclusively targeted at BDB-1 and therefore the Regulatory Documents License to Regulatory Documents shall be exclusively limited to BDB-1 in the License Field and shall not be used for the support of any development and/or marketing of any other product in development by Staidson worldwide.
- 14.12.2 Notwithstanding the foregoing, Staidson shall be entitled to continue the conduct and to complete the Staidson Phase I Trial , and any further development of STSA-1002 for the indication COVID-19 shall constitute a breach of the non-competition obligation of Staidson subject to this Section 14.12.
- 14.12.3 The non-competition obligation of Staidson under this Section 14.12 shall become null and void, if (i) the NMPA does not grant a Regulatory Approval of BDB-1 in the License Field in the Territory after Staidson’s submission to NMPA for Regulatory Approval, (ii) the Regulatory Documents License is terminated in accordance with Section 14.2, or (iii) if the Co-Development Agreement is effectively terminated.

- 14.13 Press Release. InflaRx N.V. and Staidson, both being stock listed companies are subject to certain disclosure obligations. Notwithstanding Section 8.7, the Parties shall use reasonable efforts to liaise with each other on timing and content of any publication regarding the Regulatory Documents License, including any release on form 6-k, being subject to applicable laws and stock market regulations in the US and P.R. China.
- 14.14 Survival. The following provisions shall survive any termination of the Regulatory Documents License and termination of the Co-Development Agreement: Section 14.3, Section 14.8, Section 14.9, Section 14.11, and Section 14.13 through Section 14.14.

4. Amendment of Section 9.2(i) of the Co-Development Agreement (Staidson Warranties and Limitation of Liability)

Section 9.2(i) of the Co-Development Agreement shall be replaced in its entirety by the following new Section 9.2(i):

- 9.2(i) Staidson warrants to INFLARX that it will strictly adhere to all obligations established within this Agreement, including but not limited to those under Article, 4, Article 5 and Article 14.

5. Amendment of Article 12 of the Co-Development Agreement (Miscellaneous Provisions)

The following new Section 12.8 shall be added to the Co-Development Agreement:

12.8 Material non-public information. INFLARX is a wholly owned Affiliate of InflaRx N.V., a publicly traded biotechnology company (NASDAQ: IFRX). Staidson might have access to potentially and/or definite material non-public information (“MNPI”) during the term of the Co-Development Agreement constituting INFLARX Confidential Information. In order to avoid any potential breach of US securities exchange laws, Staidson shall ensure to inform any employee, director, officer or other representative of Staidson who might have access to MNPI, not to trade in shares of InflaRx N.V. at any time at which MNPI is available to Staidson. The foregoing trading restriction shall also apply to Staidson as legal entity being a stockholder of InflaRx N.V.

Staidson is a publicly traded biotechnology company. INFLARX might have access to potentially and/or definite MNPI during the term of the Co-Development Agreement constituting Staidson’s Confidential Information. In order to avoid any potential breach of applicable securities exchange laws, INFLARX shall ensure to inform any employee, director, officer or other representative of INFLARX who might have access to MNPI, not to trade in shares of Staidson at any time at which MNPI is available to INFLARX.

6. New Attachment III of the Co-Development Agreement (“Regulatory Documents”)

The following new “Attachment III (“Regulatory Documents”)” shall be added to the Co-Development Agreement:

a) INFLARX’ clinical documents related to COVID-19:

Clinical Study Report (CSR) for PANAMO:

IFX-1-P2.9 Phase II CSR

IFX-1-2.9 Phase III CSR.

EUA submission CTD documents:

Module 2.5 – Clinical Overview

Module 2.7.3 – Summary of Clinical Efficacy (this focuses on PANAMO data)

Module 2.7.4 – Summary of Clinical safety (this focuses on PANAMO data)

b) INFLARX’ written communications with the German Paul-Ehrlich-Institute (PEI), the EMA and with the FDA on vilobelimab NDA application, including meeting minutes with such regulatory authorities

c) Vilobelimab CMC-related documents such as COA relevant to the PANAMO trial

d) Other relevant regulatory documents upon request from regulatory agencies

7. Miscellaneous

Capitalized terms not defined in this Addendum shall have the meaning as defined in the Co-Development Agreement.

Any and all terms and conditions as agreed upon in the Co-Development shall remain unaffected and in full force and effect unless explicitly amended by this Addendum.

For the avoidance of doubt, the confidentiality agreement executed between the Parties effective April 7, 2022 (“CDA”) and the material transfer agreement regarding the performance of comparability studies on vilobelimab (IFX-1) and BDB-1 executed between the Parties effective September 28, 2022 (“MTA”) shall remain unaffected and in full force.

This Addendum shall become effective upon the last day of execution by both Parties (“Addendum Effective Date”). This Addendum may be executed in counterparts, each of which shall be deemed original, and in aggregate shall constitute one and the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Addendum shall be deemed to constitute a binding original of this Addendum for all purposes and due and sufficient delivery of such counterpart. The Parties expressly acknowledge their intent to be bound to this Addendum as of the Addendum Effective Date.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum by their duly authorized officers or representatives.

FOR InflaRx GmbH:

By /s/ Dr. Thomas Taapken
(Dr. Thomas Taapken, CFO)

Date: December 21, 2022

FOR Staidson (Beijing)
BioPharmaceuticals Co., Ltd.

By /s/ Chao Wang
(Chao Wang, CEO)

Date: December 21, 2022

FOR InflaRx GmbH:

By /s/ i.V. Prof. Renfeng Guo
(i.V. Prof. Renfeng Guo, CSO)

Date: December 21, 2022

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this “Agreement”) is made and entered into as of December 21, 2022 between InflaRx N.V., a public limited liability company (naamloze vennootschap) organized under Dutch law (the “Company”), and Staidson Hong Kong Investment Company Limited, a limited liability company organized under the law of Hong Kong (the “Purchaser”). The Company and the Purchaser are referred to herein each as a “Party” and together as the “Parties.”

RECITALS

WHEREAS, in connection with the collaboration contemplated by that certain Co-Development Agreement, dated as of December 28, 2015 (as amended by the Third Addendum to the Co-Development Agreement, dated as of December 21, 2022, and as otherwise amended, restated, amended and restated, waived, supplemented or otherwise modified from time to time, the “Co-Development Agreement”) between InflaRx GmbH, a limited liability company (Gesellschaft mit der beschränkter Haftung) organized under German law and a wholly-owned subsidiary of the Company, and Staidson (Beijing) BioPharmaceuticals Co., Ltd., a corporation organized under the law of the People’s Republic of China and an affiliate of the Purchaser (as successor to Beijing Defengrei Biotechnology Co. Ltd (BDB)), the Company desires to issue, sell and deliver to the Purchaser, and the Purchaser desires to purchase and acquire from the Company, ordinary shares, nominal value €0.12 per share (the “Shares”), of the Company, in exchange for cash consideration, on the terms and subject to the conditions set forth herein. As a matter of Dutch law, references in this Agreement to Shares being “sold” and “purchased” (and the corollary usages of those terms) should be understood to mean that Shares are being issued and subscribed for, respectively

NOW, THEREFORE, in consideration of and subject to the mutual covenants, agreements, obligations, terms and conditions herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1.
PURCHASE AND SALE

Section 1.1 Purchase and Sale of the Shares.

(a) Initial Purchase. On the terms and subject to the conditions set forth in this Agreement, (x) within five Business Days after the date hereof (the “Payment Closing Date”), the Purchaser will transfer, or cause its paying agent to transfer, by wire transfer \$2,500,000 (the “Initial Purchase Price”) in immediately available funds to an account specified by the Company, representing a purchase price of \$5.00 per Share, and (y) within six months after the Payment Closing Date (the “Initial Closing Date”), the Company will issue, sell and deliver to the Purchaser an aggregate of 500,000 Shares (the “Initial Purchase Shares”) pursuant to the execution by the Company of a deed of issue under Dutch law substantially in the form attached hereto as Exhibit A (a “Deed of Issue”). If the Purchaser transfers, or causes the transfer of, the Initial Purchase Price to the Company pursuant to this Section 1.1(a), and the Company does not issue, sell and deliver the Initial Purchase Shares to the Purchaser by the Initial Closing Date, upon written request of the Purchaser, the Company shall return the Initial Purchase Price to the Purchaser or its paying agent, as applicable. Upon the execution of the Deed of Issue, the Company shall cause the Initial Purchase Shares to be recorded on the books of the Company and/or the register of the Company’s transfer agent. The Initial Purchase Price was calculated by the greater of (x) \$5.0 per Share and (y) the weighted average closing price per Share as reported on the Nasdaq Stock Market LLC over the 15 Trading Days prior to the date hereof. To the extent required, the Company hereby irrevocably consents to payment of the Initial Purchase Price in a currency other than the Euro.

(b) Subsequent Purchase. On the terms and subject to the conditions set forth in this Agreement, until the twelve-month anniversary of the Approval Date (the "Subsequent Issuance Period"), the Company may deliver a notice to the Purchaser (a "Subsequent Issuance Notice") requiring the Purchaser to purchase a number of Shares equal to \$7,500,000 divided by the greater of (x) \$5.0 per Share and (y) the weighted average closing price per Share as reported on the Nasdaq Stock Market LLC over the 15 Trading Days prior to the Subsequent Closing Date (as defined below) plus 20% (the "Subsequent Purchase Shares"). The Subsequent Issuance Notice will specify a closing date at least 30 Business Days following the date of such notice (the "Subsequent Closing Date"). On the Subsequent Closing Date, the Purchaser will transfer, or cause its paying agent to transfer, by wire transfer \$7,500,000 (the "Subsequent Purchase Price") in immediately available funds to an account specified by the Company, and subject to receipt by the Company of the Subsequent Purchase Price, the Company will issue, sell and deliver to the Purchaser the Subsequent Purchase Shares pursuant to the execution by the Company of a Deed of Issue. If the Purchaser transfers, or causes the transfer of, the Subsequent Purchase Price to the Company pursuant to this Section 1.1(b), and the Company does not issue, sell and deliver the Subsequent Purchase Shares to the Purchaser within five Trading Days after Subsequent Closing Date, upon written request of the Purchaser, the Company shall return the Subsequent Purchase Price to the Purchaser or its paying agent, as applicable. Upon the execution of the Deed of Issue, the Company shall cause the Subsequent Purchase Shares to be recorded on the books of the Company and/or the register of the Company's transfer agent. To the extent required, the Company hereby irrevocably consents to payment of the Subsequent Purchase Price in a currency other than the Euro.

ARTICLE 2. LOCK-UP AGREEMENTS

Section 2.1 The Lock-Up. The Purchaser agrees that it shall not transfer any Shares or any securities convertible into or exercisable or exchangeable (directly or indirectly) for the Shares during the period commencing on the Initial Closing Date and Subsequent Closing Date, as applicable (the "Lock-Up") ending the date that is twelve months following the (x) Initial Closing Date and (y) Subsequent Closing Date, as applicable (the "Lock-Up Period"). The Lock-Up is expressly agreed to preclude the Purchaser during the applicable Lock-Up Period from engaging in any hedging or other transaction which is designed to or which reasonably could be expected to lead to or result in a sale or disposition of such Purchaser's Shares even if such Shares would be disposed of by someone other than the undersigned. Such prohibited hedging or other transactions during the applicable Lock-Up Period shall include any short sale or any purchase, sale or grant of any right (including any put or call option) with respect to any of the Purchaser's Shares or with respect to any security that includes, relates to or derives any significant part of its value from such Shares. Notwithstanding the foregoing, any release or waiver from the restrictions contained in this Section 2.1 prior to the expiration of the applicable Lock-Up Period shall require the prior written consent of the Company.

ARTICLE 3. REPRESENTATIONS

Section 3.1 Representations of Company. The Company makes the following representations and warranties, as to itself and as of the date hereof, to the Purchaser:

(a) Authority. The Company has all requisite corporate power and authority to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. The execution, delivery and performance by the Company of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary corporate or other action on the part of the Company and no other proceedings on the part of the Company or its equityholders are necessary to authorize this Agreement or to consummate such transactions. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Purchaser, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Bankruptcy and Equity Exception").

(b) Issuance and Delivery of the Shares. Upon the execution of a Deed of Issue and when paid for pursuant to this Agreement, the Shares (a) shall have been duly authorized by all necessary corporate action and validly issued and (b) shall be fully paid and non-assessable, in each case, with respect to the portion of Shares then issued and delivered.

(c) No Other Representations or Warranties. Neither Company nor any of its affiliates or representatives is making any representation or warranty of any kind or nature whatsoever, oral or written, express or implied, except as expressly set forth in this Agreement, and the Company hereby disclaims any other such representations or warranties.

Section 3.2 Representations of Purchasers. The Purchaser makes the following representations and warranties, as to itself and as of the date hereof, to the Company:

(a) Authority. The Purchaser has all requisite power, authority and legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated by this Agreement. This Agreement has been duly executed and delivered by the Purchaser and, assuming the due authorization, execution and delivery by the Company, constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, subject to the Bankruptcy and Equity Exception.

(b) Approvals. No authorizations, approvals, licenses, franchises, clearances, permits, exemptions, certificates, waivers, consents, grants, variances, expirations and terminations of any waiting period requirements issued by or obtained from, and any notices, filings, registrations, qualifications, declarations and designations with, a governmental authority is required on the part of the Purchaser in connection with (i) the execution and delivery of this Agreement, (ii) the performance by the Purchaser of its covenants and obligations pursuant to this Agreement or (iii) the consummation of the transactions contemplated hereby.

(c) Regulation S. The Purchaser is not a "U.S. person" within the meaning of Regulation S promulgated under the Securities Act and is not acquiring Shares for the account or benefit of any U.S. person, and the Purchaser is not an affiliate (within the meaning of Rule 144 under the Securities Act) of the Company of the Company. The Purchaser understands and acknowledges that: (i) the Shares acquired pursuant to this Agreement have not been registered under the Securities Act and are being sold in reliance upon an exemption from registration afforded by Regulation S and that such Shares have not been registered with any state securities commission or authority; (ii) pursuant to the requirements of Regulation S, the Shares may not be transferred, sold or otherwise exchanged unless in compliance with the provisions of Regulation S and/or pursuant to an effective registration statement under the Securities Act, or pursuant to an available exemption thereunder; and (iii) the Company is under no obligation to register the Shares under the Securities Act or any state securities law, or to take any action to make any exemption from any such registration provisions available.

(d) Non-Reliance. The Purchaser hereby acknowledges that, except for the representations and warranties expressly set forth in Section 3.1, the Purchaser has not relied on such information or on any other representation or warranty (express or implied), memorandum, presentation or other materials or information provided by or on behalf of the Company and will have no claim against the Company, or any of their respective affiliates or representatives, with respect thereto or any rights hereunder with respect thereto, except pursuant to the express terms of this Agreement.

ARTICLE 4.
TRANSFER RESTRICTIONS

Section 4.1 Legend. The Shares acquired by the Purchaser pursuant to this Agreement will bear a legend substantially the following form:

“THE ISSUANCE AND SALE OF THESE ORDINARY SHARES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS, AND MAY NOT BE OFFERED FOR SALE, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR ASSIGNED UNLESS (I) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR (II) PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, IN EACH CASE, IN COMPLIANCE WITH APPLICABLE STATE SECURITIES OR BLUE SKY LAWS AND, IN THE CASE OF (II), IF REQUESTED BY THE COMPANY, AS CONFIRMED TO THE COMPANY BY AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO THE COMPANY THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT.”

ARTICLE 5.
MISCELLANEOUS

Section 5.1 Entire Agreement. This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

Section 5.2 Counterparts. This Agreement and any amendments hereto may be executed in one or more counterparts, all of which will be considered one and the same agreement and will become effective when one or more counterparts have been signed by each of the Parties and delivered to each Party, it being understood that all Parties need not sign the same counterpart. Any such counterpart, to the extent delivered by fax or .pdf, .tif, .gif, .jpg or similar attachment to electronic mail (any such delivery, an “Electronic Delivery”), will be treated in all manner and respects as an original executed counterpart and will be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No Party may raise the use of an Electronic Delivery to deliver a signature, or the fact that any signature or agreement or instrument was transmitted or communicated through the use of an Electronic Delivery, as a defense to the formation of a contract, and each Party forever waives any such defense, except to the extent such defense relates to lack of authenticity.

Section 5.3 Amendments; Waiver. No amendment of any provision of this Agreement shall be valid unless the same shall be in writing and signed by all of the Parties. No waiver of any provision or condition of this Agreement shall be valid unless the same shall be in writing and signed by the Party against which such waiver is to be enforced.

Section 5.4 Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective legal representatives, successors and permitted assigns. Notwithstanding the foregoing, no Party may assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other Party. Any purported assignment in violation of this Section 5.4 shall be void.

Section 5.5 Parties in Interest. Except as otherwise expressly provided in this Agreement, nothing in this Agreement, express or implied, is intended to or shall confer upon any person other than the Parties and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 5.6 Governing Law. This Agreement and all actions, proceedings, causes of action, claims or counterclaims (whether based on contract, tort, statute or otherwise) based upon, arising out of or relating to this Agreement or the transactions contemplated hereby or the actions of any Party in the negotiation, administration, performance and enforcement hereof (including any claim or cause of action based upon, arising out of or related to any representation or warranty made in connection with this Agreement or as an inducement to enter into this Agreement), shall be governed by, and construed in accordance with the laws of the State of New York, including its statutes of limitations, without giving effect to any choice or conflict of laws provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of the laws, including any statutes of limitations, of any jurisdiction other than the State of New York.

Section 5.7 Consent to Jurisdiction. Each of the Parties (a) irrevocably and unconditionally consents and submits itself and its properties and assets in any legal proceeding to the exclusive general jurisdiction of the courts of the State of New York and the U.S. District Court located in the Borough of Manhattan in the City of New York (the "Chosen Courts") in the event that any dispute or controversy arises out of this Agreement or the transactions contemplated hereby; (b) agrees that it shall not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (c) agrees that any legal proceeding arising in connection with this Agreement or the transactions contemplated hereby or thereby shall be brought, tried and determined only in the Chosen Courts; (d) waives any objection that it may now or hereafter have to the venue of any such Legal Proceeding in the Chosen Courts or that such legal proceeding was brought in an inconvenient court and agrees not to plead or claim the same; and (e) agrees that it shall not bring any legal proceeding relating to this Agreement or the transactions contemplated hereby or thereby in any court other than the Chosen Courts. The Purchaser hereby irrevocably appoints Staidson Biopharma Inc, which currently maintains an office at 2600 Hilltop Drive, Building E San Pablo, Richmond, California 94806, USA, as its agent to receive service of process or other legal summons for purposes of any such suit, action or proceeding that may be instituted in any Chosen Court. InflaRx Pharmaceuticals, Inc. serves as the Company's agent to receive service of process or other legal summons or purposes of any such suit, action or proceeding that may be instituted in any Chosen Court. Each of the Parties agrees that a final judgment in any legal proceeding in the Chosen Courts will be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable law.

Section 5.8 WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE PURSUANT TO THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT THAT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL PROCEEDING (WHETHER FOR BREACH OF CONTRACT, TORTIOUS CONDUCT OR OTHERWISE) DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY ACKNOWLEDGES AND AGREES THAT (A) NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER; (B) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER; (C) IT MAKES THIS WAIVER VOLUNTARILY; AND (iv) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 5.8.

Section 5.9 Specific Performance. The Parties acknowledge and agree that (a) irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event that the Parties do not perform the provisions of this Agreement in accordance with its specified terms or otherwise breach such provisions; (b) the Parties will be entitled, in addition to any other remedy to which they are entitled at law or in equity, to an injunction, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the terms and provisions hereof; (c) the ability of a Party to recover damages for any breach of this Agreement is not intended to and does not adequately compensate the non-breaching Party for the harm that would result from a breach of this Agreement, and will not be construed to diminish or otherwise impair in any respect any Party's right to an injunction, specific performance and other equitable relief; and (d) the right of specific enforcement of this Agreement is an integral part of the transaction contemplated hereby and without that right, the Parties would not have entered into this Agreement. Any Party seeking an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement shall not be required to provide any bond or other security in connection with such injunction or enforcement, and each Party irrevocably waives any right that it may have to require the obtaining, furnishing or posting of any such bond or other security. The Parties further agree that by seeking the remedies provided for in this Section 5.9, a Party shall not in any respect waive its right to seek any other form of relief that may be available to a Party under this Agreement.

Section 5.10 Severability. Each Party agrees that, should any court or other competent authority hold any provision of this Agreement or part hereof to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such other term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 5.11 Press Release. Prior to being released or made, a copy of all press releases that a Party intends to issue or make regarding this Agreement shall be provided to the other Party for approval (such approval not to be unreasonably withheld, conditioned or delayed), except as may be required by applicable law or pursuant to any listing agreement with a national securities exchange.

Section 5.12 Miscellaneous. When used herein, the words "hereof," "herein" and "herewith" and words of similar import will, unless otherwise stated, be construed to refer to this Agreement as a whole and not to any particular provision of this Agreement; and the words "include," "includes" and "including" will be deemed in each case to be followed by the words "without limitation." Unless the context otherwise requires, "neither," "nor," "any," "either" and "or" are not exclusive. The word "extent" in the phrase "to the extent" means the degree to which a subject or other thing extends, and does not simply mean "if." The meaning assigned to each capitalized term defined and used in this Agreement is equally applicable to both the singular and the plural forms of such term, and words denoting any gender include all genders. Where a word or phrase is defined in this Agreement, each of its other grammatical forms has a corresponding meaning. When reference is made to any Party to this Agreement, such reference includes such Party's successors and permitted assigns. References to any person include the successors and permitted assigns of that person. The Parties agree that they have been represented by legal counsel during the negotiation, execution and delivery of this Agreement and therefore waive the application of any law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

ARTICLE 6. CERTAIN DEFINITIONS

Section 6.1 The following words and phrases have the meanings specified in this Section 6.1:

"Approval Date" means the date on which the Company obtains Regulatory Approval for BDB-1 in the BDB Territory (each capitalized term as defined in the Co-Development Agreement).

“Business Day” means any day on which commercial banks are open for commercial banking business in New York, New York.

“Securities Act” means the Securities Act of 1933, as amended, and any successor thereto, and any rules and regulations promulgated thereunder, all as the same shall be in effect from time to time.

“Trading Day” means a day on which the Shares are listed for trading on the Nasdaq Stock Market LLC or another U.S. national securities exchange.

[Signature page follows]

above. IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written

INFLARX N.V.

By: /s/ Niels Riedemann
Name: Niels Riedemann
Title: Chief Executive Officer

STADSON HONG KONG INVESTMENT COMPANY
LIMITED

By: /s/ Zhiwen Zhou
Name: Zhiwen Zhou
Title: President

[Signature Page to Share Purchase Agreement]

[FORM OF]
DEED OF ISSUE
INFLARX N.V.

THIS DEED IS ENTERED INTO ON [DATE] BY

InflaRx N.V., a public limited liability company (naamloze vennootschap) under Dutch law, having its corporate seat in Amsterdam, the Netherlands (address: Winzerlaer Strasse 2, 07745 Jena, Germany, trade register number: 68904312) (the “Company”).

NOW HEREBY AGREES AS FOLLOWS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

1.1.1 In this Deed the following definitions shall apply:

Aggregate Issue Price	The aggregate issue price for the Purchased Shares, being USD [2,500,000][7,500,000].
AST Register	The register kept by the Transfer Agent with respect to Ordinary Shares.
CEO	The Company’s Chief Executive Officer.
Deed	This deed of issue.
Investor	Staidson Hong Kong Investment Company Limited
Ordinary Shares	Ordinary shares in the Company’s capital, having a nominal value of EUR 0.12 each.
Purchased Shares	[number] Ordinary Shares.
Share Purchase Agreement	The share purchase agreement entered into by the Company and the Investor regarding the sale and issuance of the Purchased Shares, dated December 21, 2022.
Transfer Agent	American Stock Transfer & Trust Company, LLC, in its capacity as the Company’s transfer agent.

1.2 Interpretation

1.2.1 Terms that are defined in the singular have a corresponding meaning in the plural and vice versa.

1.2.2 Although this Deed has been drafted in the English language, this Deed pertains to Dutch legal concepts. Any consequence of the use of English words and expressions in this Deed under any law other than Dutch law shall be disregarded.

1.2.3 The titles and headings in this Deed are for construction purposes as well as for reference. No party may derive any rights from such titles and headings.

2 ISSUANCE

2.1 Issuance of Purchased Shares

2.1.1 In giving effect to the Company's obligations under the Share Purchase Agreement, the Company hereby issues the Purchased Shares to the Transfer Agent for inclusion of the Purchased Shares in the AST Register and for delivery by the Transfer Agent of the Purchased Shares in book-entry form (either directly or through the facilities of The Depository Trust Company) to the Investor.

2.1.2 Upon the Purchased Shares being included in the AST Register, the Transfer Agent shall be considered to have accepted the Purchased Shares for delivery in book-entry form (either directly or through the facilities of The Depository Trust Company) to the Investor.

2.1.3 This Deed also constitutes a resolution of the CEO, passed under delegation and authorization by the Board, to issue the Purchased Shares pursuant to this Deed and to exclude any statutory pre-emption rights in respect thereof.

2.2 Payment

2.2.1 The Aggregate Issue Price for the Purchased Shares has been satisfied in accordance with the terms of the Share Purchase Agreement and the Company grants a discharge for the payment thereof.

2.2.2 To the extent that the Aggregate Issue Price for the Purchased Shares exceeds the aggregate nominal value of the Purchased Shares, such excess shall be considered to be share premium and shall be added to the Company's share premium reserve attached to the Ordinary Shares.

2.3 Registration

2.3.1 Promptly following the execution of this Deed, the Company shall (i) register the present issuance of the Purchased Shares in its register within the meaning of Section 2:85 of the Dutch Civil Code and (ii) cause the Transfer Agent to register the Purchased Shares in the register maintained by the Transfer Agent in respect of the Ordinary Shares.

3 MISCELLANEOUS PROVISIONS

3.1 No rescission or nullification

3.1.1 To the extent permitted by law, the Company waives its rights to rescind or nullify or to demand the rescission, nullification or amendment of this Deed, in whole or in part, on any grounds whatsoever.

3.2 Governing law

3.2.1 Without prejudice to the relevant provisions of Chapters 4 and 5 of Title 10 of Book 10 of the Dutch Civil Code, this Deed shall be governed by and construed in accordance with the laws of the Netherlands.

3.3 Jurisdiction

3.3.1 Any dispute in connection with this Deed shall be submitted to the exclusive jurisdiction of the competent court in Amsterdam, the Netherlands.

Signature page to the deed of issue

InflaRx N.V.
Name: N.C. Riedemann
Title: CEO



InflaRx Announces Amendment of Co-Development Agreement and Additional Equity Investment by Staidson in Connection with Regulatory Filing in China for Anti-C5a-Antibody for Treatment of COVID-19

- InflaRx will provide access to certain clinical, manufacturing and regulatory documentation for vilobelimab to facilitate STS's regulatory filings in China
- STS plans to request regulatory approval in China for its own anti-C5a-antibody BDB-001 for the treatment of COVID-19 based on InflaRx's technology in-licensed by STS
- InflaRx will receive 10% royalties on net sales of BDB-001 for the treatment of COVID-19 in China
- STS to make an additional USD 2.5 million investment in InflaRx at a price of USD 5.00 per share
- Option for InflaRx to request STS makes a further USD 7.5 million investment in InflaRx

Jena, Germany, December 21, 2022 – InflaRx N.V. (Nasdaq: IFRX) (the “Company” or “InflaRx”), a clinical-stage biopharmaceutical company developing anti-inflammatory therapeutics by targeting the complement system, today announced that the Company has amended its existing co-development agreement with Staidson (Beijing) BioPharmaceuticals Co., Ltd. (together with its affiliates, “STS”) to support STS in its regulatory approval efforts for its proprietary drug candidate BDB-001 in China. Through the amendment of the existing co-development agreement, InflaRx will receive royalties of 10% on net sales of BDB-001 for the treatment of COVID-19 in China. InflaRx has granted STS an exclusive license for use in China to certain of InflaRx's clinical, manufacturing and regulatory documentation regarding vilobelimab in order to support and facilitate the regulatory filing for BDB-001 for the treatment of severely ill COVID-19 patients with the Chinese National Medical Products Administration (NMPA).

Under the existing co-development agreement, BDB-001, an anti-C5a antibody that originated from the same cell line as vilobelimab, is being developed by STS for the treatment of severe COVID-19 and other inflammatory diseases in China. The existing co-development agreement contains an exclusive license restricted to development and commercialization within the territory of China and was granted to STS by InflaRx in 2015. STS is now planning to apply for regulatory approval in China of BDB-001 for the treatment of COVID-19.



In connection with amending the co-development agreement, InflaRx today also announced that it has entered into a share purchase agreement with Staidson Hong Kong Investment Company Limited, an affiliate of Staidson (Beijing) BioPharmaceuticals Co., Ltd., pursuant to which STS will purchase additional ordinary shares of InflaRx for an aggregate amount of USD 2.5 million at a price of USD 5.00 per share. The share purchase agreement also includes an option pursuant to which STS may purchase additional ordinary shares, at InflaRx's discretion, for an aggregate amount of an additional USD 7.5 million. The option for such subsequent purchase will expire on the twelve-month anniversary of STS receiving regulatory approval for BDB-001 in China. Such subsequent investment would be made at the greater of USD 5.00 price per share or a 20% premium to the weighted average share price over the 15 trading days prior to the closing date of such subsequent investment.

“Given the recent steep increase in COVID-19 cases in China and the potential benefits of our anti-C5a technology, we are very happy that STS is advancing BDB-001 for the treatment of COVID-19 in China and are pleased to be able to support them as they work to bring a potentially life-saving treatment to this very large market,” said Prof. Niels C. Riedemann, CEO and Founder of InflaRx. “In addition, STS's investment in InflaRx further strengthens both our near-term and long-term financial position as we advance our own vilobelimab product in several indications.”

Vilobelimab, InflaRx's first-in-class monoclonal anti-human complement factor C5a antibody, has been submitted to the U.S. Food and Drug Administration (FDA) for Emergency Use Authorization for the treatment of critically ill, intubated, mechanically ventilated COVID-19 patients. InflaRx has all rights to vilobelimab. Vilobelimab is also in clinical development for the treatment of various indications, including pyoderma gangrenosum and cutaneous squamous cell carcinoma.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy any ordinary shares or other securities, nor shall there be any sale of ordinary shares or other securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.



About InflaRx N.V.:

InflaRx (Nasdaq: IFRX) is a clinical-stage biopharmaceutical company focused on applying its proprietary anti-C5a and C5aR technologies to discover and develop first-in-class or best-in-class, potent and specific inhibitors of the complement activation factor known as C5a and its receptor known as C5aR. Complement C5a and its receptor C5aR are powerful inflammatory mediators involved in the progression of a wide variety of autoimmune and other inflammatory diseases. InflaRx was founded in 2007, and the group has offices and subsidiaries in Jena and Munich, Germany, as well as Ann Arbor, MI, USA. For further information, please visit www.inflarx.de.

The COVID-19 related work for vilobelimab was partly funded by the German federal government through grant number 16LW0113 (VILO-COVID). All responsibility for the content of this work lies with InflaRx.

About Staidson (Beijing) Biopharmaceuticals Co., Ltd.:

STS (SZSE: 300204) is an innovative biopharmaceutical company dedicated to research and development, production and sales of drugs. STS is a high-tech enterprise with a complete system of research and development, production and marketing. Founded in 2002, STS was listed on the Shenzhen Stock Exchange in 2011. STS is committed to research, development, production and sales of therapeutic drugs with unmet clinical needs, including protein drugs (including therapeutic monoclonal antibody drugs), gene therapy/cell therapy drugs and chemical drugs.

Contacts:

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MC Services AG

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FORWARD-LOOKING STATEMENTS

This press release contains forward-looking statements. All statements other than statements of historical fact are forward-looking statements, which are often indicated by terms such as “may,” “will,” “should,” “expect,” “plan,” “anticipate,” “could,” “intend,” “target,” “project,” “believe,” “estimate,” “predict,” “potential” or “continue” and similar expressions. Forward-looking statements appear in a number of places throughout this release and may include statements regarding the Company’s (or, as the case may be, STS’s) intentions, beliefs, projections, outlook, analyses and current expectations concerning, among other things, the impact of the Co-Development Agreement and expectations regarding the potential additional investment under the Investment Agreement; the Company’s (or, as the case may be, STS’s) ongoing and planned preclinical development and clinical trials, the Company’s (or, as the case may be, STS’s) interactions with regulators regarding the results of clinical trials and potential regulatory approval pathways; the impact of the COVID-19 pandemic on the Company; the timing and its ability to commence and conduct clinical trials; potential results from current or potential future collaborations; its ability to make regulatory filings, obtain positive guidance from regulators, and obtain and maintain regulatory approvals for its product candidates; its intellectual property position; its ability to develop commercial functions; expectations regarding clinical trial data; decisions regarding the strategic direction of the Company; its results of operations, cash needs, financial condition, liquidity, prospects, future transactions, growth and strategies; the industry in which the Company operates; the trends that may affect the industry or the Company’s business; and the risks, uncertainties and other factors described under the heading “Risk Factors” in InflaRx’s periodic filings with the SEC. These statements speak only as of the date of this press release and involve known and unknown risks, uncertainties and other important factors that may cause the Company’s actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied by the forward-looking statements. Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements, and the Company assumes no obligation to update these forward-looking statements, even if new information becomes available in the future, except as required by law.
