
**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): **July 31, 2018**

ROCKWELL MEDICAL, INC.

(Exact name of registrant as specified in its charter)

Michigan
(State or other
jurisdiction of
incorporation)

000-23661
(Commission File
Number)

38-3317208
(IRS Employer
Identification No.)

30142 Wixom Road, Wixom, Michigan 48393
(Address of principal executive offices, including zip code)

(248) 960-9009
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since 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:

- 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.

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

Appointment of Chief Executive Officer

On August 8, 2018, Rockwell Medical, Inc., a Michigan corporation (the “Company”), announced the appointment of Stuart Paul as the Company’s Chief Executive Officer. Mr. Paul will begin serving as the Company’s Chief Executive Officer on or around September 4, 2018.

Mr. Paul, age 59, has over 25 years of experience in the health care industry. Most recently, Mr. Paul has served as Corporate Officer, Head Global Toxicology Business at Abbott Laboratories, from 2017 until present, where Mr. Paul led a \$700 million global toxicology business and had responsibility for integration of acquisitions, research and development, manufacturing and commercial operations. From 2015 to 2017, Mr. Paul served as General Manager of the USA East Region of Quest Diagnostics Incorporated, where he headed a \$1.4 billion regional division and was responsible for managing all laboratory testing, patient services, logistics, commercial operations and other relevant support functions. From 2013 to 2015, Mr. Paul served as President Latin America, Renal Group of Baxter International, where he headed Baxter’s \$700 million dialysis business with over 1,500 employees in Latin America. Mr. Paul received his MBA from Northwestern University with a concentration in Hospital & Health Services Management and his BA in Chemistry from Duke University. There are no arrangements between Mr. Paul and any other person pursuant to which Mr. Paul was appointed to serve as our Chief Executive Officer, nor are there any material transactions in which the Company is a participant in which Mr. Paul has a material interest.

Election of Class I Director

In connection with the appointment of Mr. Paul as Chief Executive Officer and upon the commencement of his services with the Company, Mr. Paul will be elected to the Board as a Class I Director to serve until the Company’s 2019 annual meeting of shareholders or until his successor is duly elected and qualified.

There are no arrangements or understandings, other than the Employment Agreement (defined below), between Mr. Paul and any person pursuant to which Mr. Paul was appointed as a Class I Director, and to the Company’s knowledge, there are no transactions in which the Company is a participant in which Mr. Paul has a material interest requiring disclosure pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, as amended. The Board has determined that Mr. Paul will be an interested director under the listing standards of the NASDAQ Global Market, will not be a member of any of the Board’s committees and will only be entitled to the compensation provided to him under the terms of his Employment Agreement. In connection with his employment and election to the Board, Mr. Paul entered into an Indemnification Agreement with the Company, the form of which was filed as Exhibit 10.70 to the Company’s Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission (the “SEC”) on November 8, 2017.

Upon the election of Mr. Paul, the Board increased the size of the Board from five to six directors. With the election of Mr. Paul to the Board, the Board is classified as follows:

Class I Directors (term expiring 2019)

Stuart Paul

Class II Directors (term expiring 2020)

Lisa Colleran

John Cooper

Mark Ravich

Class III Directors (term expiring 2021)

Robin Smith

Benjamin Wolin

Following the previously disclosed resignations of Robert L. Chioini and Ronald D. Boyd as Class I Directors, Robin Smith and Benjamin Wolin were moved from serving as Class I Directors to serving as Class III Directors in order to rebalance the Board classes. However, in being moved to the status of serving as Class III Directors, Dr. Smith and Mr. Wolin have agreed to stand for re-election at the Company's 2019 annual meeting of shareholders, when their terms would have expired as Class I Directors.

Employment Agreement

On July 31, 2018, the Company entered into an employment agreement with Mr. Paul (the "Employment Agreement"). The Employment Agreement provides that Mr. Paul will serve as an at-will employee. Mr. Paul will receive an annualized base salary of \$600,000 and a sign-on bonus of \$100,000 (Mr. Paul is required to repay a pro-rated portion of his sign-on bonus if the Company terminates his employment for Cause or if Mr. Paul resigns without Good Reason within 12 months of the Commencement Date). Mr. Paul will be eligible to receive a performance bonus in a target amount of \$200,000 subject to achievement of certain 2018 performance goals; provided, however, that Mr. Paul will receive a 2018 performance bonus of no less than \$100,000. Beginning in 2019, Mr. Paul will be eligible to earn year-end performance bonuses to be paid in either cash or equity with a target bonus of 60% of his Base Salary. Mr. Paul shall be eligible for annual long-term incentive grants in cash or equity and will receive an initial equity grant on his commencement of employment representing the right to acquire a total of up to 2,070,000 shares of Company common stock, comprised of time-based and performance-based options and time-based and performance-based restricted stock units (the "Inducement Awards"). The Inducement Awards are issued outside of the Company's shareholder-approved 2018 Long-Term Incentive Plan, in accordance with Nasdaq Listing Rule 5635(c)(4).

Under the Employment Agreement, upon a termination of Mr. Paul's employment by the Company for Cause or by Mr. Paul without Good Reason, Mr. Paul will be entitled to receive (i) unpaid compensation accrued through the last day of his employment, (ii) a lump sum payment of accrued but unused vacation days, and (iii) payment of any other amounts owing to Mr. Paul but not yet paid (including any bonus earned but not paid).

Under the Employment Agreement, upon a termination of Mr. Paul's employment by the Company without Cause or by Mr. Paul for Good Reason, Mr. Paul will be entitled to receive the compensation entitled to him upon a termination of his employment by the Company for Cause or by Mr. Paul without Good Reason in addition to (i) his Base Salary then in effect plus 100% of the Target Bonus payable for such one-year period, (ii) a pro-rated Annual Bonus for the year in which Mr. Paul was terminated, (iii) COBRA coverage for one year, and (iv) the continued vesting for one year of that portion of the Inducement Awards that has time-based vesting conditions (but not those awards with performance-based vesting conditions). Additionally, all vested stock options shall continue to be exercisable for one year following the date of termination or until such options expire, in each case subject to Mr. Paul's execution of

a separation agreement and compliance with the Employment Agreement and the Confidentiality Agreement. Mr. Paul will also be eligible to receive certain benefits following a Change of Control and following termination by the Company other than for Cause or by Mr. Paul for Good Reason or upon death in connection with a Change of Control.

During his employment and for one year following his termination, Mr. Paul is subject to certain non-competition and non-solicitation provisions set forth in the Employment Agreement. In connection with the Employment Agreement, Mr. Paul also entered into the Company's form of Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement, a form of which is attached as Exhibit B to the Employment Agreement.

Capitalized terms used in herein, but not defined, shall have the meanings given to them in the Employment Agreement. The foregoing summary of the Employment Agreement does not purport to be a complete description of the Employment Agreement and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is attached hereto as Exhibit 10.80 and incorporated herein by reference.

Appointment of Interim Principal Executive Officer

Effective August 10, 2018, the Board will appoint Benjamin Wolin as the Interim Principal Executive Officer of the Company to serve until Mr. Paul's commencement of employment with the Company which is expected to begin on or around September 4, 2018.

Upon Mr. Wolin's appointment as Interim Principal Executive Officer of the Company, Mr. Wolin will resign as member of each of the Board's committees: the Audit Committee, the Compensation Committee and the Governance and Nominating Committee (as an ex-officio member). Pursuant to the Company's Principles of Corporate Governance, Mr. Wolin will remain Chairman of the Board while serving as the Company's Interim Principal Executive Officer. Director Mark Ravich will serve in Mr. Wolin's role on the Audit Committee, which will continue to be comprised of three independent directors consisting of John Cooper (Chair), Robin Smith and Mark Ravich.

Mr. Wolin, age 43, has been a director and our Chairman of the Board since March 2018. Mr. Wolin serves as an advisor to each of 3L Capital LLC, a growth-stage private equity firm, and Refinery 29 Inc., a leading global media company. Prior to his experience as an advisor, Mr. Wolin was the co-founder, chief executive officer and a member of the board of directors of Everyday Health, Inc., a leading provider of digital health and wellness solutions, from January 2002 until its sale to a subsidiary of j2 Global, Inc. in December 2016. From September 1999 until December 2001, Mr. Wolin served as vice president of production and technology for Beliefnet, Inc., an online provider of religious and spiritual information. Previously, Mr. Wolin served as web producer for Tribune Interactive, Inc., a multimedia corporation, and held several consulting positions with interactive companies. Mr. Wolin is also the chairman of the board of directors of Diplomat Pharmacy, Inc., the largest independent provider of specialty pharmacy services in the United States. Mr. Wolin has been a director of Diplomat Pharmacy since October 2015 and was formerly Diplomat Pharmacy's independent lead director. Mr. Wolin is a member of the audit committee and the nominating and corporate governance committee of Diplomat Pharmacy's board of directors. There are no arrangements between Mr. Wolin and any other person pursuant to which Mr. Wolin will be appointed to serve as our Interim Principal Executive Officer, nor are there any material transactions in which the Company is a participant in which Mr. Wolin has a material interest.

Disclosures Regarding Forward-Looking Statements

We make forward-looking statements in this Current Report. Our forward-looking statements are subject to risks and uncertainties and include information about our expectations and possible or assumed

future results of our operations. When we use words such as “may,” “might,” “will,” “should,” “believe,” “expect,” “anticipate,” “estimate,” “continue,” “could,” “plan,” “potential,” “predict,” “forecast,” “project,” “intend,” or similar expressions, or make statements regarding our intent, belief, or current expectations, we are making forward-looking statements.

We claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995 for all of our forward-looking statements. While we believe that our forward-looking statements are reasonable, you should not place undue reliance on any such forward-looking statements, which are based on information available to us on the date of this report or, if made elsewhere, as of the date made. Because these forward-looking statements are based on estimates and assumptions that are subject to significant business, economic and competitive uncertainties, many of which are beyond our control or are subject to change, actual results could be materially different. Factors that might cause such a difference include, without limitation, the risks and uncertainties discussed in this Current Report, “Item 1A — Risk Factors” in our Form 10-K for the year ended December 31, 2017 and from time to time in our other reports filed with the SEC.

Item 8.01 **Other Events**

On August 8, 2018, the Company issued a press release announcing the appointment of Mr. Paul as Chief Executive Officer. Attached hereto as Exhibit 99.1 and incorporated herein by reference, is a copy of the press release.

Item 9.01 **Financial Statements and Exhibits.**

(d) *Exhibits.* The following exhibits are being filed herewith:

EXHIBIT INDEX

| <u>Exhibit No.</u> | <u>Description</u> |
|---------------------------|--|
| 10.80 | Employment Agreement, dated July 31, 2018, between Rockwell Medical, Inc. and Stuart Paul. |
| 99.1 | Press Release, dated August 8, 2018. |

SIGNATURE

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.

ROCKWELL MEDICAL, INC.

Date: August 8, 2018

By: /s/ Benjamin Wolin
Benjamin Wolin
Chairman of the Board

EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made as of July 31, 2018 (the "Effective Date"), by and between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and Stuart Paul ("Executive"), subject to the terms and conditions defined in this Agreement.

WHEREAS, the Company and Executive desire that Executive be employed by the Company to act as the Company's Chief Executive Officer ("CEO"), subject to the terms and conditions set forth in this Agreement. Executive's employment shall also be subject to such policies and procedures as the Company may from time to time implement;

NOW, THEREFORE, in consideration of the covenants contained herein, and for other valuable consideration, the Company and Executive hereby agree as follows:

1. Certain Definitions. Certain definitions used herein shall have the meanings set forth on Exhibit A attached hereto.

2. At-Will Employment; Resignation from Board. The Executive shall serve as an at-will employee, such that the Company or the Executive may terminate the employment relationship at any time, with or without Cause or Good Reason. On the date of termination of employment for any reason, Executive acknowledges that he shall immediately be deemed to have resigned all employment and related job duties and responsibilities with the Company, including, without limitation any and all positions on the Board of Directors (the "Board"), as well as any Board committees or Boards of any subsidiary or other affiliated company. The execution and delivery of this Agreement shall constitute delivery of Executive's conditional resignation from such positions, subject only to the termination of his employment. Notwithstanding the foregoing, no such resignation pursuant to the preceding sentence shall be deemed to be a resignation without Good Reason or cause for Executive's termination for Cause. Executive agrees to sign all reasonable documentation evidencing the foregoing as may be presented to Executive for signature by the Company.

3. Executive's Duties and Obligations.

(a) Duties. Executive shall serve as the Company's CEO, commencing on August 20, 2018, or such other date as mutually agreed by the Company and Executive (the "Commencement Date"). Executive shall report to the Board and have duties, responsibilities and authorities as are customarily associated with the position of CEO of a publicly-traded company of the size and nature of the Company, and such additional duties and responsibilities consistent with this position as may, from time to time, be assigned by the Board. As of the Commencement Date, Executive shall be appointed to the Board and shall stand for reelection at the 2019 Annual Meeting of Stockholders (and at each applicable Annual Meeting of Stockholders thereafter so long as Executive continues to be employed by the Company), at which time Executive will either stand for re-election as a Class I director (with a three-year term) or, if the Company has declassified the Board of Directors, then for successive one-year terms.

(b) Confidential Information and Inventions Matters. In consideration of the covenants contained herein, Executive has executed and agrees to be bound by the Company's form of Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement (the "Confidentiality Agreement"), a form of which is attached to this Agreement as Exhibit B. Executive shall comply at all times with the terms and conditions of the Confidentiality Agreement and all other reasonable policies of the Company governing its confidential and proprietary information.

4. Devotion of Time to Company's Business.

(a) Full-Time Efforts. During Executive's employment with the Company, Executive shall devote substantially all of Executive's business time, attention and efforts to the proper performance of Executive's implicit and explicit duties and obligations hereunder.

(b) No Other Employment. During Executive's employment with the Company, Executive shall not, except as otherwise provided herein, directly or indirectly, render any services of a commercial or professional nature to any other person or organization, whether for compensation or otherwise, without the prior written consent of the Board; provided, however, that it shall not be a violation or breach of this Agreement for Executive to (i) accept speaking or presentation engagements in exchange for honoraria; (ii) serve on boards of charitable organizations or participate in charitable, educational, religious or civic activities; (iii) attend to his and his family's personal affairs; or (iv) own no more than one percent (1%) of the outstanding equity securities of a corporation whose stock is listed on a national stock exchange, so long as such activities are not adverse to the Company's interests and do not materially interfere with the performance of Executive's duties hereunder.

(c) Non-Competition During and After Employment. During the term of Executive's employment with the Company (the "Term") and for 12 months from the Date of Termination, Executive shall not, directly or indirectly, without the prior written consent of the Company, either as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, compete with the Company in the business of developing or commercializing (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development, in whole or in part, by the Company during Executive's employment (collectively, the "Business"); provided, however, and for the avoidance of doubt, Executive may, as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, be engaged with an entity in which a division of such entity is engaged in the Business so long as Executive performs no services for such division. During the Term and for 12 months from the Date of Termination, Executive shall not solicit, encourage, induce or endeavor to entice away from the Company, or otherwise interfere with the relationship of the Company with, any person who is employed or engaged by the Company as an employee, consultant or independent contractor or who was so employed or engaged at any time during the six (6) months preceding the Date of Termination; provided, that nothing herein shall prevent Executive from engaging in discussions regarding employment, or employing, any such employee, consultant or independent contractor (i) if such person shall voluntarily initiate such

discussions without any such solicitation, encouragement, enticement or inducement prior thereto on the part of Executive or (ii) if such discussions shall be held as a result of, or any employment shall be the result of, the response by any such person to a written employment advertisement placed in a publication of general circulation, general solicitation conducted by executive search firms, employment agencies or other general employment services, not directed specifically at any such employee, consultant or independent contractor.

(d) Injunctive Relief. In the event that Executive breaches any provisions of Section 4(c) or of the Confidentiality Agreement or there is a threatened breach thereof, then, in addition to any other rights which the Company may have, the Company shall be entitled, without the posting of a bond or other security, to seek injunctive relief to enforce the restrictions contained therein. In the event that an actual proceeding is brought in equity to enforce the provisions of Section 4(c) or the Confidentiality Agreement, Executive shall not assert as a defense that there is an adequate remedy at law nor shall the Company be prevented from seeking any other remedies which may be available.

(e) Reformation. To the extent that the restrictions imposed by Section 4(c) are interpreted by any court to be unreasonable in geographic and/or temporal scope, such restrictions shall be deemed automatically reduced to the extent necessary to coincide with the maximum geographic and/or temporal restrictions deemed by such court not to be unreasonable.

5. Compensation and Benefits.

(a) Base Compensation. During the Term, the Company shall pay to Executive base annual compensation ("Base Salary") of \$600,000 (\$50,000 monthly), payable in accordance with the Company's regular payroll practices and less all required withholdings benefits as hereinafter set forth in this Section 5. Executive's Base Salary shall be reviewed annually and may be increased based on an assessment of Executive's performance, the performance of the Company, inflation, the then prevailing salary scales for comparable positions and other relevant factors; provided, however, that any increase in Base Salary shall be solely within the discretion of the Board. Executive's Base Salary shall not be subject to reduction from the level in effect hereunder from time to time, other than pursuant to a salary reduction program of general application to executives of the Company.

(b) Bonuses.

(i) Sign-on Bonus. As of the first regular payroll date following the Commencement Date, the Company will pay Executive a sign-on bonus in the amount of \$100,000 (the "Sign-on Bonus"). In the event of a termination of Executive's employment within 12 months from the Commencement Date either: (x) by the Company for Cause, or (y) by Executive without Good Reason, then the Executive will repay a pro-rated portion of the Sign-on Bonus within 30 days from his termination of employment. The pro-rated portion of the Sign-on Bonus to be repaid shall be equal to \$100,000 multiplied by a fraction, the numerator of which shall equal the number of days measured from the date Executive's employment terminates through the first anniversary of the Commencement Date and the denominator of which shall equal 365.

(ii) 2018 Performance Bonus. For 2018, Executive shall be eligible to receive a performance bonus in a target amount of \$200,000, with the payment of such bonus being subject to the achievement of 2018 performance goals established by the Compensation Committee and mutually agreed upon with Executive provided, however, that in no event will such 2018 performance bonus be less than \$100,000. One-half of the target amount of the 2018 performance bonus shall be paid to Executive no later than January 15, 2019, with the remainder to be paid at the same time that annual bonuses are otherwise generally paid to the Company's other senior executives.

(iii) Annual Performance Bonuses. During the Term and commencing in 2019, Executive shall be eligible to earn year-end performance bonuses, which may be paid in either cash or equity, or both (any such bonus an "Annual Bonus"), with a target bonus of 60% of Base Salary (the "Target Bonus"), as may be awarded pursuant to any annual executive bonus plan and related corporate and/or individual goals approved solely at the discretion of the Board. Any such Annual Bonus shall contain such rights and features as are typically afforded to other executives of the Company.

(c) Long-Term Incentive Grants. During the Term, Executive shall be eligible for annual long-term incentive grants, which may be paid in either cash or equity, or both (any such grant a "Long-Term Incentive Grant"), as may be awarded solely at the discretion of the Board; provided that the Board shall be under no obligation whatsoever to grant such discretionary Long-Term Incentive Grants. Any Long-Term Incentive Grants made to Executive shall be governed by the Company's then-applicable long-term incentive plan and/or any long-term incentive grant agreement(s) by which they are awarded. As a material inducement to Executive accepting employment with the Company, Executive will receive an initial equity grant in the Company upon the Commencement Date representing the right to acquire a total of up to 2,070,000 shares of Company common stock (the "Inducement Awards").

(i) Time-Based Awards. A portion of the shares underlying the Inducement Awards will be issued pursuant to time-based awards comprised of the following: (x) an option to purchase up to 388,125 shares of common stock (the "Time-based Options"); and (y) restricted stock units representing the right to receive a total of up to 388,125 shares (the "Time-based RSUs"). The Time-based Options shall vest in three equal installments on the anniversary of the Commencement Date, subject to the Executive's continued employment with the Company through each applicable vesting date. The Time-based RSUs shall vest with respect to 98,500 shares as of December 31, 2018, with the remainder vesting in three equal installments on the first, second and third anniversaries of the Commencement Date, subject to the Executive's continued employment with the Company through each applicable vesting date.

(ii) Performance-Based Awards. A portion of the shares underlying the Inducement Award will be issued pursuant to performance-based awards comprised of the following: (x) an option to purchase up to 388,125 shares of common stock (the "Performance-based Option"); and (y) restricted stock units representing the right to receive a total of up to 388,125 shares ("Performance-based RSU"). The Performance-based Option and the Performance-based RSU shall vest jointly upon the achievement of performance milestones mutually agreed upon by the Compensation Committee on the one hand and the Executive, on

the other hand, subject to the Executive's continued service through the applicable vesting milestone(s).

(iii) Performance-Based RSU. The remainder of the Inducement Awards will be issued pursuant to a performance-based RSU representing the right to receive up to 517,500 additional shares of common stock, subject to the achievement of performance milestones mutually agreed upon by the Compensation Committee on the one hand and the Executive, on the other hand, subject to the Executive's continued service through the applicable vesting milestone(s).

(iv) The terms and conditions of the Inducement Awards will be subject to the applicable award agreements and plans, provided that the Inducement Awards shall be issued outside of the Company's shareholder-approved equity incentive plans, as permitted under applicable Nasdaq rules.

(d) Benefits. During the Term, Executive shall be entitled to participate in all employee benefit plans, programs and arrangements maintained by the Company from time to time that are made available generally to the Company's similarly-situated senior executives on substantially the same basis that such benefits are provided to such senior executives; provided, however, that nothing in this Agreement shall be construed to require the Company to establish or maintain any particular plans, programs or arrangements.

(e) Vacations. During the Term, Executive shall be entitled to 20 days paid vacation per year, to be earned ratably throughout the year. Vacation days may be carried from one year to the next in accordance with the Company vacation policy, provided that the Executive shall not be entitled to carry forward into the following year a balance of more than 10 vacation days.

(f) Reimbursement of Business Expenses. Executive is authorized to incur reasonable expenses in carrying out Executive's duties and responsibilities under this Agreement and the Company shall reimburse Executive for all such reasonable expenses, in accordance with and subject to the applicable policies and procedures of the Company. In addition, the Company shall promptly reimburse the Executive for all reasonable legal fees incurred by the Executive in connection with the review, negotiation, drafting and execution of this Agreement, up to a cap of \$20,000.

6. Change of Control Benefits.

(a) Bonus. In the event of a Change of Control, Executive shall be guaranteed a minimum Annual Bonus equivalent to that which he received for the previous fiscal year (not to exceed the Target Bonus), so long as Executive is employed on the last day of such fiscal year in the year of the consummation of the Change of Control.

(b) Long-Term Incentive Grants. Notwithstanding any provision to the contrary in any of the Company's long-term incentive plans or in any stock option or restricted stock or other equity award agreement between the Company and Executive, in the event of a Change of Control, all outstanding vested and unvested equity awards held by Executive shall

either be assumed by the successor entity or parent or subsidiary of the successor entity or accelerated in full (subject to the achievement of any performance-based vesting criteria on or before such date) upon such Change of Control; and further, if the Company is not the surviving entity, as Executive's awards are so assumed, Executive shall be entitled to receive in exchange for, or in respect of, all shares underlying such equity awards, shares and, as applicable, options to acquire shares of the successor entity or parent or subsidiary of the successor entity, or other similar rights that are substantially the economic equivalent of the Executive's outstanding equity awards immediately prior to the Change of Control.

7. Termination of Employment.

(a) Termination by the Company for Cause or Termination by Executive without Good Reason, or due to Death or Disability.

(i) In the event of a termination of Executive's employment: (A) by the Company for Cause, (B) by Executive without Good Reason, or (C) by reason of the death or Disability of Executive, then in each such case, Executive shall be entitled to any unpaid compensation accrued through the last day of Executive's employment, a lump sum payment in respect of all accrued but unused vacation days at Executive's Base Salary in effect on the date such vacation was earned, and payment of any other amounts owing to Executive but not yet paid (which shall include any bonus that has been earned, but has not been paid as of the date of termination), less any amounts owed by Executive to the Company. Executive shall not be entitled to receive any other compensation or benefits from the Company whatsoever (except as and to the extent the continuation of certain benefits is required by law).

(ii) In the case of a termination due to death or Disability, notwithstanding any provision to the contrary in any stock option, restricted stock or other equity award agreement between the Company and Executive, all shares underlying Executive's outstanding equity awards and all options to acquire Company stock held by Executive shall accelerate and become fully vested upon the Date of Termination (and all options shall thereupon become fully exercisable), and all stock options shall continue to be exercisable for the remainder of their stated terms.

(b) Termination by the Company without Cause or by Executive for Good Reason. If (x) Executive's employment is terminated by the Company other than for Cause, death or Disability (i.e., without Cause) or (y) Executive terminates employment with Good Reason, then Executive will receive the amounts set forth in Section 7(a)(i) and, on the condition that the Executive signs a separation agreement containing a plenary release of claims in substantially the form attached as Exhibit C hereto within 50 days after the Date of Termination and such plenary release becomes final, binding and irrevocable, the Executive shall also be entitled to receive the following from the Company:

(i) An amount equal to: (x) the sum of the value of Executive's annualized Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason), plus an amount equal to 100% of the Target Bonus payable for such one-year period, payable in equal installments in accordance with the Company's regular payroll schedule, from the Date of Termination to the date that is 12 months after the

Date of Termination (the “Severance Period”); provided, however, that each installment payable before the plenary release becomes final, binding and irrevocable shall not be paid to the Executive until such plenary release becomes final, binding and irrevocable (at which time all such amounts that would have been paid but for the delay described in this clause (i) shall be paid, provided further, however, that if the time period for the release to be executed and become irrevocable spans two calendar years, the installment payments due once the plenary release becomes final, binding and irrevocable shall be paid no earlier than January 1 of the later calendar year) and (y) a pro-rated Annual Bonus for the year in which the Date of Termination occurs, determined by multiplying the Annual Bonus, if any that would be paid based on the achievement of performance goals for the year in which termination occurs, which would otherwise have been earned for such year by the fraction obtained by dividing the number of days Executive was employed during the calendar year in which the Date of Termination occurs by 365. Such pro-rated Annual Bonus shall be paid in the calendar year following the year in which the Date of Termination occurs, at the same time that annual bonuses are otherwise generally paid to the Company’s other senior executives.

(ii) During the Severance Period, if Executive elects to continue Company medical benefits through the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”), the Company shall continue to pay the Company’s costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such benefits are provided to active employees of the Company for up to 12 months. If for any reason COBRA coverage is unavailable at any time during the Severance Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive’s dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive’s dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company’s plans. The Company’s obligation under this Section 7(b)(ii) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(iii) Subject to the plenary release becoming final, binding and irrevocable, notwithstanding any provision to the contrary in any stock option or restricted stock or other equity award agreement between the Company and the Executive, the equity awards set forth in Section 5(c) (i) shall continue to vest over the Severance Period and all vested stock options to acquire Company stock and all other similar vested equity awards held by the Executive as of the Date of Termination shall continue to be exercisable for a period of one year from the Date of Termination, or, if earlier, until the ultimate expiration date of such awards; and

(iv) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or the Executive’s Confidentiality Agreement during the Severance Period (or the period applicable to such obligation, if shorter or longer), and such breach is not cured in the reasonable determination of the Company within five business days after receipt from the Company of notice thereof, then the Company’s continuing obligations under this Section 7(b) shall cease as of the date of the breach and the Executive shall be entitled to no further payments hereunder.

(c) Termination in connection with a Change of Control. In the event of a Change of Control, if Executive's employment is terminated by the Company other than for Cause or by Executive for Good Reason or upon death during the Effective Period, then Executive shall be entitled to receive the following from the Company (without duplication with any amounts payable under Section 7(b) above):

(i) All amounts and benefits described in Section 7(a)(i) above;

(ii) Within 10 days after the Date of Termination, a lump sum cash payment equal to the Target Bonus multiplied by the fraction obtained by dividing the number of days Executive was employed during the calendar year in which the Date of Termination occurs by 365;

(iii) An amount equal to one and one-half (1.5) times the sum of (A) Executive's Base Salary then in effect (determined without regard to any reduction in such Base Salary constituting Good Reason) plus (B) 100% of Executive's Target Bonus, such amount to be paid in equal installments in accordance with the Company's regular payroll schedule over the Severance Period described in Section 7(b)(ii);

(iv) If Executive elects to continue Company medical benefits under COBRA, for a period of 12 months following the Date of Termination (the "Benefit Period"), the Company shall continue to pay the Company's costs of such benefits as Executive elects to continue under the same plans and on the same terms and conditions as such benefits are provided to active employees of the Company. If for any reason COBRA coverage is unavailable at any time during the Benefit Period, the Company shall reimburse Executive no less frequently than quarterly in advance an amount which, after taxes, is sufficient for Executive to purchase medical and dental coverage for Executive and Executive's dependents that is substantially equivalent to the medical and dental coverage that Executive and Executive's dependents were receiving immediately prior to the Date of Termination and that is available to comparable active employees, reduced by the amount that would be paid by comparable active employees for such coverage under the Company's plans. The Company's obligation under this Section 7(c)(iv) shall terminate or be reduced to the extent that substantially similar coverage (determined on a benefit-by-benefit basis) are provided by a subsequent employer;

(v) Notwithstanding any provision to the contrary in any stock option or restricted stock or other equity award agreement between the Company and Executive, all outstanding equity awards to acquire Company stock (or to acquire shares of a successor entity or parent or subsidiary of the successor entity issued or substituted for equity awards to acquire Company stock pursuant to Section 6(b) hereof) held by Executive shall accelerate and become fully vested upon the Date of Termination and all restrictions thereon shall be lifted, and all stock options shall continue to be exercisable for the remainder of their stated terms; and

(vi) Notwithstanding the foregoing, if Executive engages in a material breach of any provision of this Agreement or Executive's Confidentiality Agreement during the Benefit Period, and such breach is not cured within five business days after receipt from the Company of notice thereof, then the Company's continuing obligations under this Section 7(c)

shall cease as of the date of the breach and the Executive shall be entitled to no further payments or benefits hereunder.

8. Notice of Termination.

(a) Any termination of Executive's employment hereunder shall be communicated by a Notice of Termination to the other party hereto given in accordance with Section 12. In the case of Notice of Termination given by Executive for Good Reason, such Notice of Termination shall only be delivered following the notice and cure period set forth below in the definition of Good Reason and shall set forth in reasonable detail the facts and circumstances claimed to provide a basis for such termination. If Executive elects to terminate this Agreement without Good Reason, Executive must provide advance written notice of at least 30 days and the Company, at its sole option, may elect to terminate Executive's employment and this Agreement at any point during the 30-day notice period without any additional benefits due other than as described in Section 7(a)(i).

(b) A termination of employment of Executive will not be deemed to be for Good Reason unless Executive gives the Notice of Termination provided for herein within 30 days after Executive has actual knowledge of the act or omission of the Company constituting such Good Reason and Executive gives the Company a 30-day cure period to rectify or correct the condition or event that constitutes Good Reason and Executive delivers final Notice of Termination within 30 days of the date that Company's failure to cure deadline has expired, which final Notice must specify a Date of Termination of no later than 30 days after the final Notice is provided.

9. Mitigation of Damages. Executive will not be required to mitigate damages or the amount of any payment or benefit provided for under this Agreement by seeking other employment or otherwise. Except as otherwise provided in Sections 7(b)(ii) and 7(c)(iv), the amount of any payment or benefit provided for under this Agreement will not be reduced by any compensation or benefits earned by Executive as the result of self-employment or employment by another employer or otherwise.

10. Excess Parachute Excise Tax.

(a) Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined that any payment, award, benefit or distribution (including any acceleration) by the Company or any entity which effectuates a transaction described in Section 280G(b)(2)(A)(i) of the Code to or for the benefit of Executive (whether pursuant to the terms of this Agreement or otherwise, but determined without regard to any additional payments required under this Section 10) (a "Payment") would be subject to the excise tax imposed by Section 4999 of the Code or any interest or penalties are incurred with respect to such excise tax by Executive (such excise tax, together with any such interest and penalties, are hereinafter collectively referred to as the "Excise Tax"), the Company will automatically reduce such Payments to the extent, but only to the extent, necessary so that no portion of the remaining Payments will be subject to the Excise Tax, unless the amount of such Payments that the Executive would retain after payment of the Excise Tax and all applicable Federal, state and local income taxes without such reduction would exceed the amount of such Payments that the

Executive would retain after payment of all applicable Federal, state and local taxes after applying such reduction. Unless otherwise elected by the Executive to the extent permitted under Code Section 409A, the Company shall reduce or eliminate the Payments by first reducing or eliminating any cash severance benefits (with the payments to be made furthest in the future being reduced first), then by reducing or eliminating any accelerated vesting of stock options or similar awards, then by reducing or eliminating any accelerated vesting of restricted stock or similar awards, then by reducing or eliminating any other remaining Payments; provided, that no such reduction or elimination shall apply to any non-qualified deferred compensation amounts (within the meaning of Section 409A of the Code) to the extent such reduction or elimination would accelerate or defer the timing of such payment in manner that does not comply with Section 409A of the Code.

(b) All determinations required to be made under this Section 10, including the assumptions to be utilized in arriving at such determination, shall be made by the Company's independent auditors or such other certified public accounting firm of national standing reasonably acceptable to Executive as may be designated by the Company (the "Accounting Firm") which shall provide detailed supporting calculations both to the Company and Executive within 15 business days of the receipt of notice from Executive that there has been a Payment, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. If the Accounting Firm determines that no Excise Tax is payable by Executive, it shall furnish Executive with a written opinion to such effect, and to the effect that failure to report the Excise Tax, if any, on Executive's applicable federal income tax return will not result in the imposition of a negligence or similar penalty. Any determination by the Accounting Firm shall be binding upon the Company and Executive.

11. Legal Fees. All reasonable legal fees and related expenses (including costs of experts, evidence and counsel) paid or incurred by Executive pursuant to any claim, dispute or question of interpretation relating to this Agreement shall be paid or reimbursed by the Company if Executive is successful on the merits pursuant to a legal judgment or arbitration; if Executive is not successful, then the court or arbitrator shall be entitled to award the Company its reasonable fees and expenses, including attorneys' fees. Except as provided in this Section 11 or Section 5(f), each party shall be responsible for its own legal fees and expenses in connection with any claim or dispute relating to this Agreement.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or mailed within the continental United States by first class certified mail, return receipt requested, postage prepaid, addressed as follows:

if to the Board or the Company:

Rockwell Medical, Inc.
30142 Wixom Road
Wixom, Michigan 48393
Attn: General Counsel or Secretary

if to Executive:

The address on file with the records of the Company

Addresses may be changed by written notice sent to the other party at the last recorded address of that party.

13. Withholding. The Company shall be entitled to withhold from payments due hereunder any required federal, state or local withholding or other taxes.

14. Entire Agreement. This Agreement, together with Exhibits A and C and the Confidentiality Agreement, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior agreements, written or oral, with respect thereto.

15. Arbitration.

(a) If the parties are unable to resolve any dispute or claim relating directly or indirectly to this Agreement or any dispute or claim between Executive and the Company or its officers, directors, agents, or employees (a "Dispute"), then either party may require the matter to be settled by final and binding arbitration by sending written notice of such election to the other party clearly marked "Arbitration Demand." Such Dispute shall be arbitrated in accordance with the terms and conditions of this Section 15. Notwithstanding the foregoing, either party may apply to a court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm.

(b) The Dispute shall be resolved by a single arbitrator in an arbitration administered by the American Arbitration Association in accordance with its Employment Arbitration Rules and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The decision of the arbitrator shall be final and binding on the parties, and specific performance giving effect to the decision of the arbitrator may be ordered by any court of competent jurisdiction.

(c) Nothing contained herein shall operate to prevent either party from asserting counterclaim(s) in any arbitration commenced in accordance with this Agreement, and any such party need not comply with the procedural provisions of this Section 15 in order to assert such counterclaim(s).

(d) The arbitration shall be filed with the office of the American Arbitration Association ("AAA") located in Wilmington, Delaware or such other AAA office as the parties may agree upon (without any obligation to so agree). The arbitration shall be conducted pursuant to the Employment Arbitration Rules of AAA as in effect at the time of the arbitration hearing, such arbitration to be completed in a 60-day period. In addition, the following rules and procedures shall apply to the arbitration:

(i) The arbitrator shall have the sole authority to decide whether or not any Dispute between the parties is arbitrable and whether the party presenting the issues to be

arbitrated has satisfied the conditions precedent to such party's right to commence arbitration as required by this Section 15.

(ii) The decision of the arbitrator, which shall be in writing and state the findings, the facts and conclusions of law upon which the decision is based, shall be final and binding upon the parties, who shall forthwith comply after receipt thereof. Judgment upon the award rendered by the arbitrator may be entered by any competent court. Each party submits itself to the jurisdiction of any such court, but only for the entry and enforcement to judgment with respect to the decision of the arbitrator hereunder.

(iii) The arbitrator shall have the power to grant all legal and equitable remedies (including, without limitation, specific performance) and award compensatory and punitive damages if authorized by applicable law.

(iv) Except as provided in Section 11, the parties shall bear their own costs in preparing for and participating in the resolution of any Dispute pursuant to this Section 15, and the costs of the arbitrator(s) shall be equally divided between the parties.

(v) Except as provided in the last sentence of Section 15(a), the provisions of this Section 15 shall be a complete defense to any suit, action or proceeding instituted in any federal, state or local court or before any administrative tribunal with respect to any Dispute arising in connection with this Agreement. Any party commencing a lawsuit in violation of this Section 15 shall pay the costs of the other party, including, without limitation, reasonable attorney's fees and defense costs.

16. Miscellaneous.

(a) Governing Law. This Agreement shall be interpreted, construed, governed and enforced according to the laws of the State of Delaware without regard to the application of choice of law rules.

(b) Amendments. No amendment or modification of the terms or conditions of this Agreement shall be valid unless in writing and signed by the parties hereto.

(c) Severability. If one or more provisions of this Agreement are held to be invalid or unenforceable under applicable law, such provisions shall be construed, if possible, so as to be enforceable under applicable law, or such provisions shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

(d) Binding Effect. This Agreement shall be binding upon and inure to the benefit of the beneficiaries, heirs and representatives of Executive (including the Beneficiary) and the successors and assigns of the Company. The Company shall require any successor (whether direct or indirect, by purchase, merger, reorganization, consolidation, acquisition of property or stock, liquidation, or otherwise) to all or substantially all of its assets, by agreement in form and substance satisfactory to Executive, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform this Agreement if no such succession had taken place. Regardless whether such

agreement is executed, this Agreement shall be binding upon any successor of the Company in accordance with the operation of law and such successor shall be deemed the Company for purposes of this Agreement.

(e) Successors and Assigns. Except as provided in Section 16(d) in the case of the Company, or to the Beneficiary in the case of the death of Executive, this Agreement is not assignable by any party and no payment to be made hereunder shall be subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or other charge.

(f) Remedies Cumulative; No Waiver. No remedy conferred upon either party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity. No delay or omission by either party in exercising any right, remedy or power hereunder or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in such party's sole discretion.

(g) Survivorship. Notwithstanding anything in this Agreement to the contrary, all terms and provisions of this Agreement that by their nature extend beyond the termination of this Agreement shall survive such termination.

(h) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute one document. Signatures to this Agreement may be delivered by any electronic means.

17. No Contract of Employment. Nothing contained in this Agreement will be construed as a right of Executive to be continued in the employment of the Company, or as a limitation of the right of the Company to discharge Executive with or without Cause, subject to the provisions hereof governing severance payments and other rights of Executive following termination.

18. Section 409A of the Code. The intent of the parties is that payments and benefits under this Agreement comply with, or be exempt from, Section 409A of the Code and, accordingly, to the maximum extent permitted, this Agreement shall be construed and interpreted in accordance with such intent. Executive's termination of employment (or words to similar effect) shall not be deemed to have occurred for purposes of this Agreement unless such termination of employment constitutes a "separation from service" within the meaning of Code Section 409A and the regulations and other guidance promulgated thereunder.

(a) Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed on the date of Executive's termination to be a "specified employee" within the meaning of that term under Code Section 409A(a)(2)(B) and using the identification methodology selected by the Company from time to time, or if none, the default methodology set forth in Code Section 409A, then with regard to any payment or the providing of any benefit that constitutes "non-qualified deferred compensation" pursuant to Code Section 409A and the

regulations issued thereunder that is payable due to Executive's separation from service, to the extent required to be delayed in compliance with Code Section 409A(a)(2)(B), such payment or benefit shall not be made or provided to Executive prior to the earlier of (i) the expiration of the six (6) month period measured from the date of Executive's separation from service, and (ii) the date of Executive's death. On the first day of the seventh month following the date of Executive's separation from service or, if earlier, on the date of Executive's death, all payments delayed pursuant to this Section 18(a) shall be paid or reimbursed to Executive in a lump sum plus interest credited from the date of Executive's separation from service to the date of payment at the "applicable federal rate" provided for in Section 7872(f)(2)(A) of the Code in effect as of the date of such separation from service, and any remaining payments and benefits due to Executive under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein.

(b) To the extent any reimbursement of costs and expenses provided for under this Agreement constitutes taxable income to Executive for Federal income tax purposes, such reimbursements shall be made no later than December 31 of the calendar year next following the calendar year in which the expenses to be reimbursed are incurred. With regard to any provision herein that provides for reimbursement of expenses or in-kind benefits, except as permitted by Code Section 409A, (i) the right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits, provided during any taxable year shall not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other taxable year. Any tax gross-ups provided for under this Agreement shall in no event be paid to Executive later than the December 31 of the calendar year following the calendar year in which the taxes subject to gross-up are incurred or paid by Executive.

(c) If any amount under this Agreement is to be paid in two or more installments, for purposes of Code Section 409A each installment shall be treated as a separate payment.

19. Indemnification. During Executive's employment, the Company shall maintain directors' and officers' liability insurance that is applicable to Executive and shall indemnify Executive and hold Executive harmless from and against any claim, loss or cause of action arising from or out of Executive's performance prior to or after the Commencement Date (and within the scope of his employment) as an officer, director or employee of the Company or any of its subsidiaries or other affiliates or predecessors or in any other capacity, including any fiduciary capacity, in which Executive serves at the Company's request, in each case to the maximum extent permitted by applicable corporate law and, to the extent more favorable, to the maximum extent permitted under the Company's Certificate of Incorporation and By-Laws. On the Commencement Date, the Company shall execute and deliver to Executive an Indemnification Agreement, in the form adopted by the Board, pursuant to which the Company agrees to indemnify Executive and advance defense costs and expenses. The rights under this Section 19 shall in all cases be on terms no less favorable to Executive than to other senior executives of the Company and shall survive the termination of employment until the expiration of the applicable statute of limitations.

20. Executive Acknowledgement. Executive hereby acknowledges that Executive has read and understands the provisions of this Agreement, that Executive has been given the opportunity for Executive's legal counsel to review this Agreement, that the provisions of this Agreement are reasonable and that Executive has received a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be executed as of the date first above written.

ROCKWELL MEDICAL, INC.

| | | |
|--------|---------------------------|------------------------|
| By: | <u>/s/ Benjamin Wolin</u> | <u>/s/ Stuart Paul</u> |
| Name: | Benjamin Wolin | Stuart Paul |
| Title: | Chairman of the Board | |

EXHIBIT A

(a) **“Beneficiary”** means any individual, trust or other entity named by Executive to receive the payments and benefits payable hereunder in the event of the death of Executive. Executive may designate a Beneficiary to receive such payments and benefits by completing a form provided by the Company and delivering it to the General Counsel or Secretary of the Company. Executive may change his designated Beneficiary at any time (without the consent of any prior Beneficiary) by completing and delivering to the Company a new beneficiary designation form. If a Beneficiary has not been designated by Executive, or if no designated Beneficiary survives Executive, then the payment and benefits provided under this Agreement, if any, will be paid to Executive’s estate, which shall be deemed to be Executive’s Beneficiary.

(b) **“Cause”** means: (i) Executive’s material breach of this Agreement or any other material policy of the Company, in each instance only after a written demand to cure such breach is delivered to Executive by the Board (or a committee thereof) setting forth in reasonable detail the circumstances of such breach and Executive fails to cure such breach (if it can be cured) within the thirty (30) day period following his receipt of such written demand from the Board (or a committee thereof); (ii) Executive’s continued willful neglect of Executive’s duties with the Company or willful failure to comply with an express lawful written directive of the Board relating to Executive’s duties (other than as a result of Executive’s incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to Executive by the Board (or a committee thereof) which specifically identifies the manner in which the Company believes that Executive has neglected his duties or failed to comply with a Board directive and Executive fails to comply with such written demand within the thirty (30) day period following its receipt; (iii) any material act of dishonesty, or any act of misappropriation, embezzlement, fraud or similar conduct involving the Company or any of its affiliates; (iv) the conviction of or the plea of nolo contendere or the equivalent by Executive of a felony or other crime involving moral turpitude; or (v) Executive’s engagement in illegal conduct or gross misconduct which is materially and demonstrably injurious to the Company. No act or failure to act by Executive shall be considered “willful” unless it is done or omitted to be done by Executive in bad faith and without reasonable belief that he was acting in the best interests of the Company.

(c) **“Change of Control”** means the occurrence of any one of the following events:

(i) any “person” (as defined in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “Exchange Act”)), other than the Company, any trustee or other fiduciary holding securities under an employee benefit plan of the Company, an underwriter temporarily holding securities pursuant to an offering of such securities or any corporation owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, directly or indirectly (x) acquires “beneficial ownership” (as defined in Rule 13d-3 under the Exchange Act) of securities representing more than 50% of the combined voting power of the Company’s then outstanding securities or; (y) acquires within a 12 consecutive month period “beneficial ownership” (as

defined in Rule 13d-3 under the Exchange Act) of securities representing 35% of the combined voting power of the Company's then outstanding securities;

(ii) persons who comprise a majority of the Board are replaced during any 12 consecutive month period by directors whose appointment or election is not endorsed by a majority of the members of the Board before the date of such appointment or election;

(iii) the consummation of a reorganization, merger, statutory share exchange, consolidation or similar corporate transaction (each, a "**Business Combination**") other than a Business Combination in which all or substantially all of the individuals and entities who were the beneficial owners of the Company's voting securities immediately prior to such Business Combination beneficially own, directly or indirectly, 50% or more of the combined voting power of the voting securities of the entity resulting from such Business Combination (including, without limitation, an entity which as a result of the Business Combination owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership of the Company's voting securities immediately prior to such Business Combination; or

(iv) any "person" (as defined in Sections 13(d) and 14(d) of the Exchange Act) acquires all or substantially all of the assets of the Company within any 12 consecutive month period.

Notwithstanding the foregoing, none of the foregoing events shall constitute a Change of Control of the Company unless such event also constitutes a change in ownership of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(v), a change in the effective control of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vi) or a change in ownership of a substantial portion of the assets of the Company within the meaning of Treasury Regulation Section 1.409A-3(i)(5)(vii).

(d) "**Change of Control Date**" means any date after the date hereof on which a Change of Control occurs; provided, however, that if a Change of Control occurs and if Executive's employment with the Company is terminated or an event constituting Good Reason (as defined below) occurs prior to the Change of Control, and if it is reasonably demonstrated by Executive that such termination or event (i) was at the request of a third party who has taken steps reasonably calculated to effect the Change of Control, or (ii) otherwise arose in connection with or in anticipation of the Change of Control then, for all purposes of this Agreement, the Change of Control Date shall mean the date immediately prior to the date of such termination or event.

(e) "**Code**" means the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder.

(f) "**Date of Termination**" means the date specified in a Notice of Termination pursuant to Section 8 hereof, or Executive's last date as an active employee of the Company before a termination of employment due to death, Disability or other reason, as the case may be.

(g) **“Disability”** means a mental or physical condition that renders Executive substantially incapable of performing his duties and obligations under this Agreement, after taking into account provisions for reasonable accommodation, as determined by a medical doctor (such doctor to be mutually determined in good faith by the parties) for three or more consecutive months or for a total of six months during any 12 consecutive months; provided, that during such period the Company shall give Executive at least 30 days’ written notice that it considers the time period for disability to be running.

(h) **“Effective Period”** means the period beginning on the Change of Control Date and ending 18 months after the date of the related Change of Control.

(i) **“Good Reason”** means, unless Executive has consented in writing thereto, the occurrence of any of the following: (i) the assignment to Executive of any duties materially inconsistent with Executive’s position under this Agreement, including any change in title or material change in status, authority, duties or responsibilities, or other action which results in a material diminution in Executive’s duties or responsibilities; (ii) a reduction in Executive’s Base Salary by the Company of more than 5%, unless such reduction is made proportionately in connection with broader salary reductions among all of the Company’s executive officers; (iii) the relocation of Executive’s principal place of employment by more than 30 miles; (iv) the failure of the Company to obtain the assumption of the Company’s obligation to perform this Agreement by any successor to all or substantially all of the assets of the Company within 15 days after a Business Combination or a sale or other disposition of all or substantially all of the assets of the Company; or (v) any other action or inaction that constitutes a material breach of this Agreement by the Company.

EXHIBIT B
EMPLOYEE CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS,
NON-INTERFERENCE AND NON-COMPETITION AGREEMENT

The following is an agreement (“Agreement”) is made as of July 31, 2018 between Rockwell Medical, Inc., a Michigan corporation (the “Company”), and any successor in interest, and me, Stuart Paul, and this Agreement is a material part of the consideration for my Employment Agreement with the Company:

1. **Job Title and Responsibility.** I understand that my job title with the Company will be Chief Executive Officer. My job duties and responsibilities will be those set forth in my Employment Agreement with the Company.
2. **Consideration.** I understand that the consideration to me for entering into this Agreement is my Employment Agreement with the Company, and I agree that this consideration is fully adequate to support this Agreement.
3. **Proprietary Information.** I acknowledge that the Company is engaged in a continuous program of research, development and production. I also acknowledge that the Company possesses or has rights to secret, private, confidential information and processes (including processes and information developed by me during my employment by the Company) which are valuable, special and unique assets of the Company and which have commercial value in the Company’s business (“Proprietary Information”). Proprietary Information includes, but is not limited to, information and details regarding the Company’s business, trade or business secrets, inventions, intellectual property, systems, policies, records, reports, manuals, documentation, models, data and data bases, products, processes, operating systems, manufacturing techniques, research and development techniques and processes, devices, methods, formulas, compositions, compounds, projects, developments, plans, research, financial data, personnel data, internal business information, strategic and staffing plans and practices, business, marketing, promotional or sales plans, practices or programs, training practices and programs, costs, rates and pricing structures and business methods, computer programs and software, customer and supplier identities, information and lists, confidential information regarding customers and suppliers, and contacts at or knowledge of Company suppliers and customers or of prospective or potential customers and suppliers of the Company.
4. **Obligation of Confidentiality.** I understand and agree that my employment creates a relationship of confidence and trust between the Company and me with respect to (i) all Proprietary Information, and (ii) the confidential information of others with which the Company has a business relationship. At all times, both during my employment by the Company and after the termination of my employment (whether voluntary or involuntary), I will keep in confidence and trust all such information, and I will not use, reveal, communicate, or disclose any such Proprietary Information or confidential information to anyone or any entity, without the written consent of the Company, unless I am ordered to make disclosure by a court of competent jurisdiction. Notwithstanding the foregoing, if I make a confidential disclosure of a trade secret or other Proprietary Information to a government official or an attorney for the sole purpose of reporting a suspected violation of law, or in a court filing under seal, I shall not be held liable under this Agreement or under any federal or state trade secret law for such a disclosure.

5. Ownership, Disclosure and Assignment of Proprietary Information and Inventions. In addition, I hereby agree as follows:

(a) Ownership and Assignment. All Proprietary Information is, and shall be, the sole and exclusive property of the Company and its successors and assigns, and the Company and its successors and assigns shall be the sole and exclusive owner of all Proprietary Information, including, but not limited to, trade secrets, inventions, patents, trademarks, copyrights, and all other rights in connection with such Proprietary Information. I agree that I have no rights in Proprietary Information. I hereby assign, and shall assign, to the Company and its successors and assigns any and all rights, title and interest I may have or acquire in Proprietary Information. Any copyrightable work prepared in whole or in part by me in the course of my employment shall be deemed "a work made for hire" under applicable copyright laws, and the Company and its successors and assigns shall own all of the rights in any copyright.

(b) Return of Materials and Property. All documents, records, apparatus, equipment, databases, data and information, whether stored in physical form or by electronic means, and all electronic, computer, intellectual, and physical property ("Materials and Property"), whether or not pertaining to Proprietary Information, furnished to me by the Company or produced by me or others in connection with employment, shall be and remain the sole and exclusive property of the Company. I shall return to the Company all Materials and Property as and when requested by the Company. Even if the Company does not so request, I shall return all Materials and Property upon termination of employment by me or by the Company for any reason, and I will not take with me any Materials and Property, or any reproduction thereof, upon such termination.

(c) Notification. During the term of my employment and for one (1) year thereafter, I will promptly disclose to the Company, or any persons designated by it, all improvements, inventions, intellectual property, works of authorship, formulas, ideas, processes, techniques, discoveries, developments, designs, devices, innovations, know-how and data, and creative works in which copyright and/or unregistered design rights will subsist in various media (collectively, "Inventions"), whether or not such Inventions are patentable, which I make or conceive, contribute to, reduce to practice, or learn, either alone or jointly with others, during the term of my employment.

(d) Ownership of Inventions. I agree and acknowledge that all Inventions which I make, conceive, develop, or reduce to practice (in whole or in part, either alone or jointly with others) at any time during my employment by the Company, and (i) which were created using the equipment, supplies, facilities or trade secret information of the Company; or (ii) which were developed during the hours for which I was compensated by the Company; or (iii) which relate, at the time of conception, creation, development or reduction to practice, to the business of the Company or to its actual or demonstrably anticipated research and development; or (iv) which result from any work performed by me for the Company, shall be the sole and exclusive property of the Company and its successors and assigns (and to the fullest extent permitted by law shall be deemed works made for hire), and the Company and its successors and assigns shall be the sole and exclusive owner of all Inventions, patents, copyrights and all other rights in connection therewith. I hereby assign to the Company any and all rights I may have or acquire

in such Inventions. I agree that any such Invention required to be disclosed under paragraph (c), above, within one (1) year after the termination of my employment shall be presumed to have been conceived or made during my employment with the Company and will be assigned to the Company unless and until I prove and establish to the contrary.

(e) Assistance and Cooperation. With respect to Inventions described in paragraph (d), above, I will assist the Company in every proper way (but at the Company's expense) to obtain, and from time to time enforce, patents, copyrights or other rights on these Inventions in any and all countries, and will execute all documents reasonably necessary or appropriate for this purpose. This obligation shall survive the termination of my employment. In the event that the Company is unable for any reason whatsoever to secure my signature to any document reasonably necessary or appropriate for any of the foregoing purposes (including renewals, extensions, continuations, divisions or continuations in part), I hereby irrevocably designate and appoint the Company, and its duly authorized officers and agents, as my agents and attorneys-in-fact to act for and in my behalf and instead of me, but only for the purpose of executing and filing any such document and doing all other lawfully permitted acts to accomplish the foregoing purposes with the same legal force and effect as if executed by me.

(f) Exempt Inventions. I understand that this Agreement does not require assignment of an Invention for which no equipment, supplies, facilities, resources, or trade secret information of the Company was used and which was developed entirely by me on my own time, unless the invention relates (i) directly to the business of the Company or (ii) to the Company's actual or demonstrably anticipated research or development. However, I will disclose to the Company any Inventions I claim are exempt, as required by paragraph (c) above, in order to permit the Company to determine such issues as may arise. Such disclosure shall be received in confidence by the Company.

6. Prior Inventions. As a matter of record I attach hereto as Exhibit A a complete list of all inventions or improvements relevant to the subject matter of my employment by the Company which have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment with the Company, that I desire to remove from the operation of this Agreement, and I covenant that such list is complete. If no such list is attached to this Agreement, I represent that I have no such inventions and improvements at the time of my signing this Agreement.

7. Other Business Activities. So that the Company may be aware of the extent of any other demands upon my time and attention, I will disclose to the Company (such disclosure to be held in confidence by the Company) the nature and scope of any other business activity in which I am or become engaged during the term of my employment. During the term of my employment, I will not engage in any business activity or employment which is in competition with, or is related to, the Company's business or its actual or demonstrably anticipated research and development, or that will affect in any manner my ability to perform fully all of my duties and responsibilities for the Company.

8. Non-Interference and Non-Solicitation of Employees, Customers and Others.

(a) During my employment with the Company and for twelve (12) months after the termination of my employment (whether the termination is by me or the Company, the "Restricted Period"), I will not, and will not attempt to directly or indirectly do any one or more of the following: solicit, encourage, induce or endeavor to entice away from the Company, or otherwise interfere with the relationship of the Company with, any person who is employed or engaged by the Company as an employee, consultant or independent contractor or who was so employed or engaged at any time during the six (6) months preceding the date of termination; provided, that nothing herein shall prevent me from engaging in discussions regarding employment, or employing, any such employee, consultant or independent contractor (i) if such person shall voluntarily initiate such discussions without any such solicitation, encouragement, enticement or inducement prior thereto on my part or (ii) if such discussions shall be held as a result of, or any employment shall be the result of, the response by any such person to a written employment advertisement placed in a publication of general circulation, general solicitation conducted by executive search firms, employment agencies or other general employment services, not directed specifically at any such employee, consultant or independent contractor.

(b) During the Restricted Period, I will not, and will not attempt to, directly or indirectly, solicit, divert, disrupt, interfere with or take away any Company customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company to a business that is a Competitor of the Company. For purposes of this Agreement, the term "Competitor" shall include any company or other entity engaged in developing or commercializing any one or more of the following: (i) drug products, drug therapies and concentrates/dialysates that target end-stage renal disease and chronic kidney disease resulting in the treatment of iron deficiency, secondary hyperparathyroidism and hemodialysis or (ii) any product or process developed and commercialized, or under development in whole or in part, by the Company during my employment (collectively, the "Business"); provided, however, and for the avoidance of doubt, I may, as an employee, employer, consultant, agent, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity, be engaged with an entity in which a division of such entity is engaged in the Business so long as I perform no services for such division.

(c) During the Restricted Period, I will not, and will not attempt to, directly or indirectly induce any customer, supplier, agent, vendor, distributor, representative, or other contracting party with the Company that had such a relationship with the Company during my employment with the Company, to reduce its patronage of the Company or to terminate any written or oral agreement or understanding, or any other business relationship with the Company.

9. Non-Competition During and After Employment. During the Restricted Period, I will not directly or indirectly, without the prior written consent of the Company, maintain a relationship with a Competitor including as an employee, employer, consultant, agent, lender, investor, principal, partner, stockholder, corporate officer, director, or in any other individual or representative capacity. I understand and agree that the restrictions in this paragraph are necessary and reasonable to protect the legitimate business interests of the Company.

10. Obligations to Former Employers. I represent that my execution of this Agreement, my employment with the Company, and my performance of my duties and proposed duties to the Company will not violate any obligations or agreements I have, or may have, with any former employer or any other third party, including any obligations and agreements requiring me not to compete or to keep confidential any proprietary or confidential information. I have not entered into, and I will not enter into, any agreement which conflicts with this Agreement or that would, if performed by me, cause me to breach this Agreement. I further represent that I have no knowledge of any pending or threatened litigation to which the Company may become a party by virtue of my association with the Company. I further agree to immediately inform the Company of any such pending or threatened litigation should it come to my attention during the course of my employment. I also represent that I have provided to the Company for its inspection before I signed this Agreement all confidentiality, non-compete, non-solicitation, and all other employment-related agreements and obligations to which I am party to which I am bound.

11. Confidential Information of, and Agreements with, Former Employers. In the course of performing my duties to the Company, I will not utilize any trade secrets, proprietary or confidential information of or regarding any former employer or business affiliate, nor violate any written or oral, express or implied agreement with any former employer or other third party.

12. United States Government Obligations. I acknowledge that the Company from time to time may have agreements with other persons or with the United States Government, or agencies thereof, which impose obligations or restrictions on the Company regarding inventions made during the course of work under such agreements or regarding the confidential nature of such work. I agree to be bound by all such obligations and restrictions which are made known to me and to take all action necessary to discharge the obligations of the Company under such agreements.

13. Remedies. I acknowledge that my failure to comply with, or my breach of, any of the terms and conditions of this Agreement shall irreparably harm the Company, and that money damages would not adequately compensate the Company for this harm. Accordingly, I acknowledge that in the event of a threatened or actual breach by me of any provision of this Agreement, in addition to any other remedies the Company may have at law, the Company shall be entitled to seek equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction or any other equitable remedy then available, without requiring the Company to post any bond. I agree that nothing herein contained shall be construed as prohibiting the Company from pursuing any other remedies available to it for such threatened or actual breach, including money damages, and I agree that the Company shall be entitled to recover from me any attorney's fees it incurs in enforcing the terms of this Agreement.

14. Not an Employment Agreement. I acknowledge and agree that this Agreement is not a contract of employment for any specific period of time.

15. Miscellaneous.

(a) Reformation and Severability. If any provision of this Agreement is held to be invalid or unenforceable under applicable law, such provision shall be reformed and/or construed, if possible, to be enforceable under applicable law; otherwise, such provision shall be excluded from this Agreement and the balance of the Agreement shall remain fully enforceable and valid in accordance with its terms.

(b) No Waiver. No delay or omission by the Company in exercising any right hereunder will operate as a waiver of that or any other right. A waiver or consent given by the Company on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

(c) Reassignment. I expressly consent to be bound by the provisions of this Agreement for the benefit of the Company or any subsidiary or affiliate thereof to whose employment I may be transferred, without the necessity that this Agreement be reassigned at the time of such transfer.

(d) Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (but not the law or principles of conflict of laws). The parties submit to the exclusive jurisdiction of the state or federal courts of Delaware for all disputes arising out of or relating to this Agreement, and hereby waive, and agree not to assert, in any action, suit, or proceeding between the parties arising out of or relating to this Agreement that the action, suit, or proceeding may not be brought or is not maintainable in such courts, that this Agreement may not be enforced by such courts, that the action, suit, or proceeding is brought in an inconvenient forum, that the venue of the action, suit, or proceeding is improper, or that the action, suit, or proceeding, if brought in Delaware state court, may be removed to federal courts.

(e) Effective Date. This Agreement shall be effective as of the date of my Employment Agreement with the Company, shall be binding upon me, my heirs, executors, assigns and administrators, and shall inure to the benefit of the Company and its successors and assigns.

(f) Entire Agreement. This Agreement, together with my Employment Agreement with the Company, contains the entire agreement of the parties relating to the subject matter herein, and may not be waived, changed, extended or discharged except by an agreement in writing signed by both parties.

(g) Acknowledgement. I acknowledge and agree that I have fully read and that I understand all of the terms and provisions of this Agreement, that I have had the opportunity to consult with an attorney and to discuss this Agreement with an attorney, that I have had any questions regarding the effect of this Agreement or the meaning of its terms answered to my satisfaction, and, intending to be legally bound hereby, I freely and voluntarily sign this Agreement.

Rockwell Medical, Inc.

Signature: /s/ Stuart Paul
Name: Stuart Paul

By: /s/ Benjamin Wolin
Name: Benjamin Wolin
Title: Chairman of the Board

EXHIBIT A
to
EMPLOYEE CONFIDENTIALITY, ASSIGNMENT OF INVENTIONS,
NON-INTERFERENCE AND NON-COMPETITION AGREEMENT

1. The following is a complete list of all inventions or improvements (“Intellectual Property”) relevant to my employment by Rockwell Medical, Inc. (the “Company”) that have been made or conceived or first reduced to practice by me, alone or jointly with others, prior to my employment by the Company that I desire to remove from the operation of the Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement between me and the Company (the “Employee Agreement”).

- No Intellectual Property.
- Any and all Intellectual Property regarding:
- Additional sheets attached.

2. I propose to bring to my employment the following materials and documents of a former employer or materials and documents created by me and/or others during any previous employment (“Materials”):

- No Materials.
- Materials:
- Additional sheets attached.

3. I acknowledge and agree that the Materials set forth above are being provided by me in accordance with the representations set forth in Section 6 of the Employee Agreement between me and the Company.

Signature: _____

Name: Stuart Paul

EXHIBIT C
SEPARATION AND RELEASE AGREEMENT

This Separation and Release Agreement (the "Agreement") is made between Rockwell Medical, Inc., a Michigan corporation (the "Company"), and Stuart Paul ("Executive", and together with the Company, the "Parties," and each a "Party"). Capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Employment Agreement, dated as of July 31, 2018, by and between the Company and Executive (the "Employment Agreement").

1. Executive's employment ended, effective [, 20] (the "Separation Date"). Effective as of the Separation Date, Executive automatically resigned from any appointed or elected positions with any Released Party (as defined below), and Executive will cooperate with the Company to effectuate such resignations. The Company has provided Executive his accrued base salary through the Separation Date, and Executive is not owed any additional amount from any Released Party except as set forth herein.

2. Provided this Agreement has become effective, that Executive's representations set forth herein are accurate, and that Executive continues to abide by his obligations to the Company, the Company will provide Executive with the severance amounts and benefits set forth in Section 7(b)(i)-(iv) of the Employment Agreement (collectively, the "Severance Benefits") in accordance with the terms of the Employment Agreement.

3. Executive, on behalf of himself, his heirs, successors, assigns, and any individual or entity that could assert a claim through him or on his behalf, fully and forever releases, acquits and discharges the "Released Parties" (defined as the Company, all of its past and present affiliates, parent companies, subsidiaries, investors, predecessors, successors, assigns, and related companies and entities, and all of their past and present shareholders, members, managers, partners, directors, officers, supervisors, trustees, employees, attorneys, persons and agents and all other persons and entities acting in connection with any of them) from and for all manner of claims, allegations, suits, charges, administrative actions, litigation and/or causes of action of any type, based upon any fact or set of facts, known or unknown, existing from the beginning of time through the date this Agreement is signed by him (the "Released Claim(s)"). Without limitation and for illustration purposes only, the Released Claims include claims for or relating to: monetary damages and relief and/or recovery of every type; wrongful discharge; breach of express or implied contract, including regarding the Employment Agreement; any severance policy or plan; any incentive equity plan, policy or agreement; attorneys' fees and costs; retaliation, discrimination and/or harassment related to any protected characteristic or activity; Title VII of the Civil Rights Act, the Age Discrimination in Employment ("ADEA"), the Older Workers Benefit Protection Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act; and all other federal, state, common or local statutes, ordinances and laws. Notwithstanding the foregoing, Executive is not prohibited from making or asserting: (i) Executive's rights under this Agreement and any claims arising from the breach of this Agreement by the Company, including any claim for breach of Company's obligation to make the payments described in Section 2 above; and (ii) Executive's rights, if any, to indemnity pursuant to the Company's articles, bylaws, or any indemnification agreement between the Company and Executive and/or to the protections of any director' and officers' liability policies of the Company.

4. The Parties intend that the general release by Executive will be construed as broadly as possible. Executive agrees not to commence or pursue any legal action regarding any Released Claims, provided that this Agreement does not limit his right, where applicable, to file or participate in an investigative proceeding of any federal, state or local governmental agency. To the extent permitted by law, Executive agrees that if such an administrative claim is made, he shall not be entitled to recovery of individual monetary relief or other individual remedies, provided that nothing in this Agreement limits his right to participate in the Securities and Exchange Commission's ("SEC") whistleblower program and receive a whistleblower's award thereunder. The Parties further acknowledge that the Company and its affiliates are not releasing any claims against Executive or any other individual, and all rights as to such claims are reserved.

5. Executive represents and warrants that: (a) he has returned all Company property, information and files in his possession, without retaining copies of same; (b) he has complied with the Employee Confidentiality, Assignment of Inventions, Non-Interference and Non-Competition Agreement between Executive and the Company dated as of July , 2018 (the "Restrictive Covenant Agreement"); and (c) he has not assigned any Released Claims.

6. Executive will cooperate with the Company in providing information with respect to all reports required to be filed by the Company with the SEC as they relate to required information with respect to him. Executive acknowledges and agrees that the Company may be required to file a copy of this Agreement with the SEC.

7. Executive acknowledges that he remains bound by, and will strictly comply with, his post-employment obligations to the Company, including but not limited to those set forth in the Employment Agreement and the Restrictive Covenant Agreement.

8. Executive acknowledges and agrees that, pursuant to the requirements of Section 954 of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Section 954"), certain payments received by Executive may be subject to "clawback" in the event the Company is required to prepare an accounting restatement of its applicable financial statements due to the Company's material noncompliance with applicable financial reporting requirements. Executive agrees to promptly return to the Company the amount of any compensation paid to him that is required to be forfeited in accordance with Section 954.

9. Executive acknowledges that the Company's promises set forth throughout this Agreement would not be provided unless Executive executed this Agreement and are each separate and adequate consideration for this Agreement, including Executive's release of claims.

10. To the fullest extent permitted by law, and except as to statements made in legal, administrative or arbitral proceedings in disputes between Executive and the Company and truthful testimony, Executive agrees that he will not defame, disparage or otherwise speak of the Released Parties and/or their products or services in a false or misleading manner, including but not limited to through any media, social media, Facebook, Twitter or similar mechanism.

11. To the fullest extent permitted by law and at the sole expense of the Company, Executive agrees to reasonably cooperate with the Released Parties in any internal investigation,

any administrative, regulatory or judicial proceeding or any dispute with a third party. Executive's cooperation may include being available to the Company upon reasonable notice and subject to Executive's personal and professional commitments, for interviews and factual investigations, appearing at the Company's request to give testimony without requiring service of a subpoena or other legal process, and turning over to the Company all relevant documents which are or may come into Executive's possession. If Executive is served with a subpoena or is required by court order or otherwise to testify or produce documents in any type of proceeding involving any Released Party, he must advise the Company within 10 days of same and reasonably cooperate with the Company in objecting to such request and/or seeking confidentiality protections.

12. This Agreement does not constitute an admission by the Company that any action it took with respect to Executive was wrongful, unlawful or in violation of any local, state, or federal act, statute, or constitution, or susceptible of inflicting any damages or injury on Executive, and the Company specifically denies any such wrongdoing or violation.

13. In addition to any other legal and/or equitable remedies, if Executive materially breaches this Agreement, the Employment Agreement, the Restrictive Covenant Agreement, or any other contractual or legal obligation Executive owes to the Company, then the Company may cease paying and/or providing the Severance Benefits and Executive will be required to repay and/or forfeit any Severance Benefits received through the date of such breach or discovery of the inaccuracy of his representations, provided that Executive may retain \$1,000 of such payments. The exercise of such remedies will not affect the validity of the release and other obligations of Executive as set forth in this Agreement or otherwise, nor will it limit the other legal and/or equitable remedies otherwise available to any Released Party.

14. This Agreement and the rights and obligations of the parties hereunder will be governed by, and construed and enforced in accordance with, the laws of the state of Delaware, excluding any such laws that direct the application of the laws of any other jurisdiction. The Released Parties are intended third party beneficiaries of Executive's obligations under this Agreement. In any action in which a Released Party prevails (in whole or in part) in enforcing this Agreement, in addition to available legal and equitable damages, it will be entitled to recover from Executive its reasonable attorneys' fees and costs associated with such action.

15. This Agreement will be enforceable to the fullest extent permitted by law. If any provision is held to be unenforceable, then such provision will be construed or revised in a manner so as to permit its enforceability to the fullest extent permitted by applicable law. If such provision cannot be reformed in that manner, such provision will be deemed to be severed from this Agreement, but every other provision of this Agreement will remain in full force and effect.

16. This Agreement may not be amended, modified, waived or terminated except in a writing signed by Executive and the Company's signatory to this Agreement or his successor. Further, the waiver by a party of a breach of any provision of this Agreement by the other will not operate or be construed as a waiver of any subsequent breach of the same or other provision of this Agreement.

17. Except as otherwise provided herein, this Agreement will be binding upon and inure to the benefit of the parties' respective successors, permitted assigns and transferees, personal representatives, heirs and estates, as the case may be; provided, however, that Executive's rights and obligations under this Agreement may not be assigned without the prior written consent of the Company.

18. Executive has had 21 calendar days to review and sign this Agreement and is advised to consult with an attorney of his choice before signing this Agreement, which includes a release of potential claims under the ADEA. Executive understands that he may use as much of this 21-day period as he wishes prior to signing. Changes to the Agreement, whether material or immaterial, will not restart the review period. Executive may expressly and voluntarily waive any part or all of the 21-day review period by signing and returning this Agreement prior to the expiration of the review period. Executive has the right to revoke his release of any and all ADEA claims by informing the Company of such revocation within seven calendar days following his execution of this Agreement (the "Revocation Period"); for the avoidance of doubt, no claims other than those arising under ADEA may be revoked during the Revocation Period. Any such revocation must be in writing and delivered to the Company in care of its signatory to this Agreement or his successor. This Agreement will become effective upon execution by Executive with respect to all claims other than those arising under ADEA, and will only become effective with respect to the release of ADEA claims if the Revocation Period has expired without any revocation having been delivered in writing to the Company within the Revocation Period. In the event that Executive revokes this Agreement with respect to ADEA claims, the Company shall make a single payment of \$1,000, at which point Executive will be entitled to no further payments or severance benefits hereunder or under the Employment Agreement. Upon the expiration of the Revocation Period without the revocation of the ADEA claims, this Agreement shall be deemed to have become "final, binding and irrevocable," as set forth in Section 7(b) of the Employment Agreement.

19. This Agreement reflects the entire agreement of the parties relative to the subject matter hereof, and supersedes all prior, contemporaneous, oral or written understandings, agreements, statements, representations or promises regarding the subject matter hereof, provided that this Agreement does not supersede or modify the Employment Agreement, the Restrictive Covenant Agreement and those agreements pertaining to Executive's equity holdings.

20. This Agreement may be signed in counterparts, and when this Agreement has been signed by all parties, each counterpart shall constitute an original, notwithstanding that fewer than all of the parties' signatures appear on any one counterpart. An electronic signature transmitted by facsimile or other electronic means shall be deemed to be an original.

[Signature Page Follows]

The parties hereto confirm their agreement by the signatures shown below.

Rockwell Medical, Inc.

Stuart Paul

By: _____
Name: _____
Title: _____

Date: _____ Date: _____

Rockwell Medical Appoints New Chief Executive Officer*Stuart Paul Brings Significant Healthcare Experience*

WIXOM, Mich., August 8, 2018 — Rockwell Medical, Inc. (NASDAQ:RMTI) (the “Company” or “Rockwell Medical”) today announced that its Board of Directors has appointed Stuart Paul as Chief Executive Officer of the Company, effective September 4, 2018. Mr. Paul will also join the Rockwell Medical Board of Directors at that time.

Ben Wolin, Chairman of the Rockwell Medical Board, said, “Having served in senior leadership roles with Baxter International, Gambro AB, Quest Diagnostics and Abbott Laboratories throughout his 25 year career, Stuart has substantial experience in the healthcare industry, including the renal space. He is a well-rounded executive who not only brings significant operating expertise and commercialization know-how across both domestic and international markets, but he is also deeply familiar with the clinical development process. Stuart’s successful track record of executing on commercialization strategies and driving growth and profitability will be critical to Rockwell Medical as we move forward.”

Mr. Wolin added, “The Board conducted an extensive CEO search and considered a number of highly qualified candidates over the past few months. On behalf of my fellow Board members, we are delighted to welcome Stuart to Rockwell Medical as CEO. We have the upmost confidence that Stuart is the ideal leader to oversee Rockwell Medical at this pivotal time and to lead the Company into its next phase of growth.”

Mr. Paul stated, “I am thrilled to be joining Rockwell Medical and look forward to hitting the ground running as CEO. While there remains significant work ahead to strengthen the business and enhance value, I believe the Company benefits from a unique market position due to its two innovative renal drug therapies. I am excited by the prospect of working alongside the Board, management and Rockwell Medical’s employees to accelerate the Company’s growth and realize the full potential of Triferic and Calcitriol.”

Ignite Search Partners, a leading executive recruiting firm, assisted the Board of Directors during the search process.

The Company will file a Form 8-K with the Securities and Exchange Commission regarding this appointment.

About Stuart Paul

From 2007 to 2013, Mr. Paul worked at Gambro AB, a \$2 billion global dialysis products company. During his tenure, Mr. Paul was a key member of the senior leadership team and was responsible for running a variety of businesses, including its \$150 million Asia-Pacific and \$400 million Americas businesses, which he brought to significant new levels of revenue and profitability. Following the \$4 billion sale of Gambro AB to Baxter International, Mr. Paul led the integration of the combined \$650 million Baxter-Gambro Renal business in Latin America, driving significant synergies, revenue and profit growth. After his time at Gambro AB, Mr. Paul was with Quest Diagnostics for several years where he led the turnaround of the company’s \$1.4 billion U.S. East Region laboratories, patient services and commercial business. Most recently, Mr. Paul served as Corporate Officer and Vice President of Abbott Laboratories, where he facilitated integration of the recent Alere Inc. acquisition, while leading its largest global business unit with \$600 million of revenues.

He holds a Master of Management degree from the Kellogg Business School at Northwestern University in Marketing and Finance, and a Bachelor of Arts degree in Chemistry from Duke University.

About Rockwell Medical, Inc.

Rockwell Medical is a fully-integrated biopharmaceutical company targeting end-stage renal disease (ESRD) and chronic kidney disease (CKD) with innovative products for the treatment of iron replacement, secondary

hyperparathyroidism and hemodialysis.

Rockwell's anemia drug Triferic is the only FDA-approved product indicated for iron replacement and maintenance of hemoglobin in hemodialysis patients. Triferic delivers iron to patients during their regular dialysis treatment, using dialysate as the delivery mechanism. Triferic has demonstrated that it safely and effectively delivers sufficient iron to the bone marrow and maintains hemoglobin, without increasing iron stores (ferritin). Rockwell intends to market Triferic to hemodialysis patients in the U.S. dialysis market and other major markets globally.

Rockwell's FDA approved generic drug Calcitriol is for treating secondary hyperparathyroidism in dialysis patients. Calcitriol (active vitamin D) injection is indicated in the management of hypocalcemia in patients undergoing chronic renal dialysis. It has been shown to significantly reduce elevated parathyroid hormone levels. Reduction of PTH has been shown to result in an improvement in renal osteodystrophy. Rockwell intends to market Calcitriol to hemodialysis patients in the U.S. dialysis market.

Rockwell is also an established manufacturer and leader in delivering high-quality hemodialysis concentrates/dialysates to dialysis providers and distributors in the U.S. and abroad. As one of the two major suppliers in the U.S., Rockwell's products are used to maintain human life by removing toxins and replacing critical nutrients in the dialysis patient's bloodstream. Rockwell has three U.S. manufacturing/distribution facilities.

Rockwell's exclusive renal drug therapies support disease management initiatives to improve the quality of life and care of dialysis patients and are intended to deliver safe and effective therapy, while decreasing drug administration costs and improving patient convenience. Rockwell Medical is developing a pipeline of drug therapies, including extensions of Triferic for indications outside of hemodialysis. Please visit www.rockwellmed.com for more information.

Notice of Issuance of Inducement Grants

Pursuant to the employment agreement between Mr. Paul and Rockwell Medical, Mr. Paul will be awarded stock-based compensation representing the right to acquire up to 2,070,000 shares of common stock in the aggregate, subject to time-based and performance-based vesting conditions (the "Inducement Grants"). The Inducement Grants will consist of the following four types of equity awards: (i) options to purchase up to 388,125 shares of common stock, subject to time-based vesting conditions, (ii) options to purchase up to 388,125 shares of common stock, subject to performance-based vesting conditions, (iii) restricted stock units representing the right to receive up to 388,125 shares of common stock, subject to time-based vesting conditions, and (iv) restricted stock units representing the right to receive up to 905,625 shares of common stock, subject to performance-based vesting conditions. The Inducement Grants will be issued upon Mr. Paul's commencement of employment and all stock options included within the Inducement Grants will have an exercise price equal to the fair value of the common stock on the date of grant. The Inducement Grants have been approved by the Rockwell Medical Board of Directors and the Compensation Committee of the Board of Directors. The Inducement Grants will be issued outside of the Company's shareholder-approved equity incentive plans as an inducement grant in accordance with Nasdaq Listing Rule 5635(c)(4).

Forward-Looking Statement

Certain statements in this press release may constitute "forward-looking statements" within the meaning of the federal securities laws, including, but not limited to, Rockwell's intention to bring to market Triferic and Calcitriol. Words such as "may," "might," "will," "should," "believe," "expect," "anticipate," "estimate," "continue," "could," "plan," "potential," "predict," "forecast," "project," "plan," "intend" or similar expressions, or statements regarding intent, belief, or current expectations, are forward-looking statements. While Rockwell 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 based upon current estimates and assumptions and are subject to various risks and uncertainties (including, without limitation, those set forth in Rockwell's SEC filings), many of which are beyond our control and subject to change. Actual results could be materially different. Risks and uncertainties include:

the timing for the appointment of a Chief Financial Officer; Rockwell's ability to maintain compliance with SEC and NASDAQ rules and requests; and whether Rockwell can successfully execute on its business strategy. Rockwell expressly disclaims any obligation to update or alter any statements whether as a result of new information, future events or otherwise, except as required by law.

Contacts

Dan Katcher / Kelly Sullivan / Adam Pollack
Joele Frank, Wilkinson Brimmer Katcher
212-355-4449
