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

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**FORM S-8  
REGISTRATION STATEMENT**  
*UNDER  
THE SECURITIES ACT OF 1933*

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**ROCKWELL MEDICAL, INC.**

(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction of  
incorporation or organization)

**38-3317208**  
(I.R.S. Employer  
Identification Number)

**30142 Wixom Road  
Wixom, Michigan 48393  
(248) 960-9009**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Rockwell Medical, Inc. Amended and Restated 2018 Long Term Incentive Plan  
Non-Plan Inducement Stock Options**

(Full title of the plans)

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**Mark Strobeck, Ph.D.  
President and Chief Executive Officer  
Rockwell Medical, Inc.  
30142 Wixom Road  
Wixom, Michigan 48393  
(248) 960-9009**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*Copies to:*

**Ryan A. Murr**  
**Gibson, Dunn & Crutcher LLP**  
555 Mission Street, Suite 3000  
San Francisco, CA 94105  
(415) 393-8373

**Megan C. Timmins**  
**SVP, General Counsel and Secretary**  
**Rockwell Medical, Inc.**  
30142 S. Wixom Road  
Wixom, Michigan 48393  
(248) 960-9009

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Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a small reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Non-accelerated filer

Accelerated filer

Smaller reporting company

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 7(a)(2)(B) of the Securities Act.

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## EXPLANATORY NOTE

This Registration Statement on Form S-8 is being filed to register (i) 454,545 shares of Rockwell Medical, Inc. (the “Company” or the “Registrant”) common stock, par value \$0.0001 (the “Common Stock”), issuable under the Rockwell Medical, Inc. Amended and Restated 2018 Long Term Incentive Plan and (ii) 455,454 shares of Company Common Stock issuable under previously announced stand-alone inducement awards.

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS

The information required by Item 1 and Item 2 of Part I of Form S-8 is omitted from this filing in accordance with Rule 428 under the Securities Act of 1933, as amended (the “Securities Act”) and the introductory note to Part I of Form S-8.

### PART II

#### INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

##### Item 3. Incorporation of Documents by Reference

The following documents filed by the Company with the Securities and Exchange Commission (the “Commission”) are incorporated by reference into this Registration Statement:

- a. The Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the Commission on [April 8, 2022](#);
- b. The Company’s Quarterly Reports on Form 10-Q for the quarters ended March 31, 2022 and June 30, 2022, filed with the Commission on [May 16, 2022](#), and [August 15, 2022](#), respectively;
- c. The Company’s Current Reports on Form 8-K filed with the Commission on [March 18, 2022](#), [March 21, 2022](#), [April 8, 2022](#), [April 11, 2022](#), [May 9, 2022](#), [May 13, 2022](#), [June 2, 2022](#), and [June 22, 2022](#);
- d. The Company’s Definitive Proxy Statement on Schedule 14A filed on [April 8, 2022](#), to the extent incorporated by reference in the Annual Report on Form 10-K for the year ended December 31, 2021; and
- e. The Company’s description of its common stock contained in or incorporated into the Company’s’ Registration Statement on Form 8-A filed with the Commission on [January 23, 1998](#), including any amendment or reports filed for the purpose of updating such description.

All reports or other documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold hereunder, shall be deemed to be incorporated by reference herein and to be a part of this Registration Statement from the date of filing such reports and documents. Notwithstanding the foregoing, unless specifically stated to the contrary in such filing, none of the information that the Registrant discloses under Items 2.02 or 7.01 of any Current Report on Form 8-K that it may from time to time furnish to the Commission will be incorporated by reference into, or otherwise be included in or deemed to be a part of, this Registration Statement.

Any statement contained in a document incorporated by reference into this Registration Statement shall be deemed to be modified or superseded for purposes hereof to the extent that a statement contained herein (or in any other subsequently filed document which also is or is deemed incorporated herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part hereof, except as so modified or superseded.

**Item 4. Description of Securities.**

Not applicable.

**Item 5. Interests of Named Experts and Counsel.**

Not applicable.

**Item 6. Indemnification of Directors and Officers.**

The Company is a Delaware corporation. Section 145(a) of the Delaware General Corporation Law, or the DGCL, provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the corporation, by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 145(b) of the DGCL provides that a Delaware corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation to procure a judgment in its favor by reason of the fact that such person acted in any of the capacities set forth above, against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine, upon application, that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court shall deem proper.

Further subsections of DGCL Section 145 provide that:

(1) to the extent a present or former director or officer of a corporation has been successful on the merits or otherwise in the defense of any action, suit or proceeding referred to in subsections (i) and (ii) of Section 145 or in the defense of any claim, issue or matter therein, such person shall be indemnified against expenses, including attorneys' fees, actually and reasonably incurred by such person in connection therewith;

(2) the indemnification and advancement of expenses provided for pursuant to Section 145 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of stockholders or disinterested directors or otherwise; and

(3) the corporation shall have the power to purchase and maintain insurance of behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the corporation would have the power to indemnify such person against such liability under Section 145.

As used in this Item 6, the term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether or not by or in the right of the Company, and whether civil, criminal, administrative, investigative or otherwise.

Section 145 of the DGCL makes provision for the indemnification of officers and directors in terms sufficiently broad to indemnify officers and directors of the Company under certain circumstances from liabilities (including reimbursement for expenses incurred) arising under the Securities Act. The Company's organizational documents provide, in effect, that, to the fullest extent and under the circumstances permitted by Section 145 of the DGCL, the Company will indemnify any and all of its officers and directors. The Company has entered into indemnification agreements with its officers and directors. The Company may, in its discretion, similarly indemnify its employees and agents. The Company's certificate of incorporation also relieves its directors from monetary damages to the Company or its stockholders for breach of such director's fiduciary duty as a director to the fullest extent permitted by the DGCL. Under Section 102(b)(7) of the DGCL, a corporation may relieve its directors from personal liability to such corporation or its stockholders for monetary damages for any breach of their fiduciary duty as directors except (i) for a breach of the duty of loyalty, (ii) for failure to act in good faith, (iii) for intentional misconduct or knowing violation of law, (iv) for willful or negligent violations of certain provisions in the DGCL imposing certain requirements with respect to stock repurchases, redemptions and dividends or (v) for any transactions from which the director derived an improper personal benefit.

The Company has purchased insurance policies that, within the limits and subject to the terms and conditions thereof, cover certain expenses and liabilities that may be incurred by directors and officers in connection with proceedings that may be brought against them as a result of an act or omission committed or suffered while acting as a director or officer of the Company.

**Item 7. Exemption from Registration Claimed.**

Not applicable.

**Item 8. Exhibits.**

<u>Exhibit No.</u>	<u>Description</u>
4.1	<a href="#">Certificate of Incorporation, dated as of August 28, 2019 (incorporated by reference to the Company's Form 8-K filed August 30, 2019).</a>
4.2	<a href="#">Certificate of Amendment to Certificate of Incorporation of Rockwell Medical, Inc., dated May 12, 2022 (incorporated by reference to the Company's Form 8-K filed May 13, 2022).</a>
4.3	<a href="#">Amended and Restated Bylaws (incorporated by reference to the Company's Form 8-K filed November 5, 2020).</a>
5.1*	<a href="#">Opinion of Gibson, Dunn &amp; Crutcher LLP.</a>
23.1*	<a href="#">Consent of Independent Registered Public Accounting Firm.</a>
23.2*	<a href="#">Consent of Gibson, Dunn &amp; Crutcher LLP (contained in Exhibit 5.1).</a>
24.1*	<a href="#">Power of Attorney (included in signature page to this Registration Statement)</a>
99.1	<a href="#">Rockwell Medical, Inc. Amended and Restated 2018 Long Term Incentive Plan (incorporated by reference to the Company's Form 10-Q filed August 15, 2022).</a>
99.2*	<a href="#">Rockwell Medical, Inc. Form of Inducement Stock Option Grant and Award Agreement</a>
107*	<a href="#">Calculation of Filing Fee Table</a>

\* Filed herewith.

**Item 9. Undertakings.**

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement;

*provided, however,* that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof; and

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

## SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Wixom, State of Michigan, on this 15th day of August, 2022.

### ROCKWELL MEDICAL, INC.

By: /s/ Mark Strobeck

Name: Mark Strobeck, Ph.D.

Title: President and Chief Executive Officer

## POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Mark Strobeck, Ph.D. and Russell Skibsted, and each of them acting individually, as his or her attorney-in-fact, with full power of substitution, for him or her and in any and all capacities, to sign any and all amendments to this Registration Statement on this Form S-8 (including any post-effective amendments thereto) and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, hereby ratifying and confirming all that each of said attorneys-in-fact, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement on Form S-8 has been signed by the following persons in the capacities and on the dates indicated.

<u>Name and Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Mark Strobeck</u> <b>Mark Strobeck, Ph.D.</b>	President, Chief Executive Officer and Director (Principal Executive Officer)	August 15, 2022
<u>/s/ Russell Skibsted</u> <b>Russell Skibsted</b>	Chief Financial Officer (Principal Financial Officer)	August 15, 2022
<u>/s/ Paul E. McGarry</u> <b>Paul E. McGarry</b>	Principal Accounting Officer	August 15, 2022
<u>/s/ Robert S. Radie</u> <b>Robert S. Radie</b>	Director	August 15, 2022
<u>/s/ John G. Cooper</u> <b>John G. Cooper</b>	Director	August 15, 2022
<u>/s/ Allen Nissenson</u> <b>Allen Nissenson</b>	Director	August 15, 2022
<u>/s/ Mark H. Ravich</u> <b>Mark H. Ravich</b>	Director	August 15, 2022
<u>/s/ Andrea Heslin Smiley</u> <b>Andrea Heslin Smiley</b>	Director	August 15, 2022

August 15, 2022

Rockwell Medical, Inc.  
30142 S. Wixom Road  
Wixom, Michigan 48393

Re: *Registration Statement on Form S-8*

Ladies and Gentlemen:

We have examined the Registration Statement on Form S-8 (the "Registration Statement") of Rockwell Medical, Inc., a Delaware corporation (the "Company"), to be filed with the Securities and Exchange Commission (the "Commission") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), in connection with the offering by the Company of up to 909,999 shares of the Company's Common Stock, par value \$0.0001 per share (the "Shares"). The Shares subject to the Registration Statement are to be issued under the Rockwell Medical, Inc. Amended and Restated 2018 Long Term Incentive Plan (the "Plan") and stand-alone inducement stock options (the "Inducement Awards").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of such documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinion set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. As to any facts material to this opinion, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others. We have also assumed that there are no agreements or understandings between or among the Company and any participants in the Plan or recipients of the Inducement Awards that would expand, modify or otherwise affect the terms of the Plan or the Inducement Awards or the respective rights or obligations of the participants thereunder.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Shares, when issued against payment therefor in accordance with the terms set forth in the Plan and the Inducement Awards as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable.

We render no opinion herein as to matters involving the laws of any jurisdiction other than the Delaware General Corporation Law (the "DGCL"). We are not admitted to practice in the State of Delaware; however, we are generally familiar with the DGCL as currently in effect and have made such inquiries as we consider necessary to render the opinions above. This opinion is limited to the effect of the current state of the DGCL and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such law or the interpretations thereof or such facts.

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We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption “Legal Matters” in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

Gibson, Dunn & Crutcher LLP

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Rockwell Medical, Inc. and Subsidiaries on Form S-8 of our report dated April 8, 2022, with respect to our audits of the consolidated financial statements of Rockwell Medical, Inc. and Subsidiaries as of December 31, 2021 and 2020, and for each of the years in the two year period ended December 31, 2021, appearing in the Annual Report on Form 10-K of Rockwell Medical, Inc. and Subsidiaries for the year ended December 31, 2021.

/s/ Marcum LLP

Marcum LLP  
Chicago, IL  
August 15, 2022

Employee Grantee: \_\_\_\_\_  
 Grant Date: \_\_\_\_\_  
 Expiration Date: \_\_\_\_\_  
 Number of Option Shares: \_\_\_\_\_  
 Exercise Price Per Share: \$ \_\_\_\_\_

INDUCEMENT AWARD  
STOCK OPTION AGREEMENT

THIS STOCK OPTION AGREEMENT (the "Agreement"), dated as of the grant date set forth above (the "Grant Date"), is made by and between Rockwell Medical, Inc., a Delaware corporation (the "Company"), and the individual set forth above, who is an employee of the Company (the "Optionee"). Any capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Company's Amended and Restated Long Term Incentive Plan (the "Plan").

WHEREAS, Company and Optionee are parties to that certain [Offer Letter][Employment Agreement] dated as of \_\_\_\_\_ (the "Employment Agreement");

WHEREAS, in accordance with the terms of the Employment Agreement, the Company wishes to afford the Optionee the opportunity to purchase shares of its common stock, par value

\$0.0001 per share (the "Common Stock"), pursuant to the terms and conditions of this Agreement;

WHEREAS, this award is an inducement material to Optionee's entry into employment within the meaning of Nasdaq Listing Rule 5635(c)(4);

WHEREAS, this award is granted outside of the Company's 2018 Long Term Incentive Plan (the "Plan") but shall be subject to terms and conditions substantially identical to the terms and conditions set forth in the Plan as if the award were a stock option award granted under the Plan;

WHEREAS, unless provided otherwise herein, the terms and conditions of the Plan applicable to an award of stock options granted under the Plan are incorporated herein by this reference and made a part of the Agreement;

WHEREAS, any capitalized terms used herein but not otherwise defined shall have the meaning set forth in the Plan; and

WHEREAS, the Board has determined that it would be in the best interest of the Company and its shareholders to grant this Option provided for herein to the Optionee as an inducement material to Optionee's entry into employment and as an incentive for increased efforts during his or her employment with the Company, has approved the grant of this Option on the Grant Date and have advised the Company thereof and instructed the undersigned officer to issue said Option.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

ARTICLE I  
OPTION GRANT

1.1. Grant of Options. For good and valuable consideration, on and as of the date hereof, the Company grants to the Optionee a Nonqualified Stock Option to purchase the number of shares of Common Stock set forth above upon the terms and conditions set forth in this Agreement (this "Option").

1.2 Exercise Price. Subject to Section 2.1, the exercise price of the shares of Common Stock covered by this Option shall be the price per share set forth above without commission or other charge (which is the Fair Market Value per share of the Common Stock on the Grant Date).

ARTICLE II  
ADJUSTMENTS

2.1. Adjustments to Option. In the event of a merger, reorganization, consolidation, recapitalization, dividend or distribution (whether in cash, shares or other property), stock split, reverse stock split, spin-off or similar transaction or other change in corporate structure affecting the Common Stock or the value thereof, such adjustments and other substitutions shall be made to this Option as the Committee, in its sole discretion, deems equitable or appropriate, including adjustments in the number, class, kind and exercise price of securities subject to this Option (including, if the Committee deems appropriate, the substitution of similar options to purchase the shares of another company, as the Committee may determine to be appropriate in its sole discretion).

ARTICLE III  
PERIOD OF EXERCISABILITY

3.1. Exercisability of Option.

(a) This Option shall vest and become exercisable in accordance with the following vesting schedule: \_\_\_\_\_ (each anniversary, the "Vesting Date(s)"), so long as the Optionee continues to serve as an employee through such dates. If the Optionee's service as an employee terminates prior to the applicable Vesting Date, then the unvested portion of this Option shall terminate and shall not be exercisable. If the Optionee's service as an employee terminates after an applicable Vesting Date for any reason, then the vested portion of this Option shall continue to be exercisable for a period of ninety (90) days following the employee's termination. Notwithstanding the foregoing, if the Optionee's service as an employee terminates after the Grant Date and prior to the Vesting Date, the Committee shall have the discretion to vest all or any portion of this Option and all or any such portion so vested of this Option shall continue to be exercisable until the expiration date of this Option.

(b) Notwithstanding (a), this Option shall become immediately vested and exercisable as to 100% of the shares of Common Stock subject to such Option if the Optionee ceases to be an employee due to Optionee's death or Disability prior to the applicable Vesting Date.

3.2 Change in Control. Upon a Change in Control, this Option shall be treated in accordance with the terms of Section 10.2 of the Plan.

3.3. Expiration Date. The Option may not be exercised after the first to occur of the following events and shall in no event be exercisable after the tenth anniversary of the Grant Date:

(a) If, prior to the date when the Option first becomes exercisable, Optionee's employment terminates for any reason or if Optionee's employment is terminated for Cause, Optionee's right to exercise the Option shall terminate and all rights thereunder shall cease; or

(b) If, on or after the date when the Option first becomes exercisable, Optionee's employment terminates for any reason, Optionee, or the person or persons to whom the Option shall have been transferred by will or the laws of descent and distribution, shall have the right, within three months after termination of employment to exercise the Option to the extent that it was or became exercisable on the date of Optionee's termination of employment, subject to any other limitation on the exercise of the Option in effect on the date of exercise.

#### ARTICLE IV EXERCISE OF OPTION

4.1. Person Eligible to Exercise. During the lifetime of the Optionee, only the Optionee may exercise this Option or any portion thereof. After the death of the Optionee, any exercisable portion of this Option may, prior to the time when this Option becomes unexercisable under Section 3.3, be exercised by his or her personal representative or by any person empowered to do so under the Optionee's will or under the then applicable laws of descent and distribution.

4.2. Partial Exercise. Any exercisable portion of this Option or the entire Option, if then wholly exercisable, may be exercised in whole or in part at any time (subject to any Company trading window limitations) prior to the time when this Option becomes unexercisable under Section 3.3 of this Agreement; provided, however, that any partial exercise shall be for whole shares of Common Stock only.

4.3. Manner of Exercise. The exercise price for shares of Common Stock to be acquired upon exercise of this Option shall be paid in full in any manner permitted by the Plan.

4.4. Conditions to Issuance of Stock. The Company shall not be required to issue or deliver any stock purchased upon the exercise of this Option or portion thereof prior to fulfillment of all of the following conditions:

(a) The obtaining of approval or other clearance from any state or federal governmental agency or Stock Exchange which the Committee shall, in its reasonable and good faith discretion, determine to be necessary or advisable; and

(b) The receipt by the Company of such assurance of compliance with federal and state securities laws as it may deem necessary or advisable.

4.5. Rights as Stockholder. Optionee shall not be, nor have any of the rights or privileges of, a stockholder of the Company in respect of any shares purchasable upon the exercise of this Option or any portion thereof unless and until a certificate or certificates representing such shares shall have been issued by the Company to the Optionee or a book entry representing such shares has been made and such shares have been deposited with the appropriate registered book- entry custodian. The Company shall not be liable to the Optionee for damages relating to any delay in issuing shares or a stock certificate to Optionee, any loss of a certificate, or any mistakes or errors in the issuance of shares or a certificate to Optionee.

4.6. Withholding. To the extent applicable, the Company shall have the right to withhold from Optionee's compensation or to require Optionee to remit sufficient funds to satisfy applicable withholding tax obligations upon the exercise of this Option. Subject to the limitations in Section 11.5 of the Plan, Optionee may, in order to fulfill the withholding obligation, make payment to the Company in any manner permitted under Section 11.5 of the Plan. The Company shall not withhold from the exercise of this Option more shares than are necessary to meet the established tax withholding requirements of federal, state and local obligations and pay the exercise price of this Option. The Company shall be authorized to take any such action as may be necessary, in the opinion of the Company's counsel, to satisfy the Company's obligations for payment of such taxes.

#### ARTICLE V MISCELLANEOUS

5.1. Option Not Transferable. Neither this Option nor any interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Optionee or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that this Section 5.1 shall not prevent transfers by will or by the applicable laws of descent and distribution, or transfers to which the Committee has given prior written consent subject to the conditions set forth in Section 11.3(a) of the Plan.

5.2. Notices. Any notice to be given under the terms of this Agreement to the Company shall be addressed to the Company in care of its Secretary, and any notice to be given to the Optionee shall be addressed to him or her at the address stated in the Company's employee records. By a notice given pursuant to this Section 5.2, either party may hereafter designate a different address for notices to be given to the party. Any notice, which is required to be given to the Optionee, shall, if the Optionee is then deceased, be given to the Optionee's personal representative if such representative has previously informed the Company of his or her status and address by written notice under this Section 5.2. Any notice shall have been deemed duly given when enclosed in a properly sealed envelope or wrapper addressed as aforesaid, deposited (with postage prepaid) in a post office or branch post office regularly maintained by the United States Postal Service or when delivered personally to the Secretary or Optionee.

5.3. Amendment. This Agreement may be amended only as provided herein or in the Plan.

5.4. Governing Law. The laws of the State of Delaware shall govern the interpretation, validity and performance of the terms of this Agreement regardless of the law that might be applied under principles of conflicts of laws.

5.5 No Guarantee of Employment. Nothing in this Agreement or in the Plan shall confer upon the Optionee any right to continue in the employment of the Company or any Subsidiary or shall interfere with or restrict in any way the rights of the Company and its Subsidiaries, which are hereby expressly reserved, to terminate the employment of the Optionee at any time for any reason whatsoever, with or without cause, subject to the applicable provisions of, if any, the Optionee's employment agreement with the Company.

5.6 Plan Terms Control. In the event of any conflict between the Plan and this Agreement, the terms of the Plan shall control, it being understood that variations in this Agreement from terms set forth in the Plan shall not be considered to be in conflict if the Plan permits such variations.

5.7 Clawback Policy. This Agreement, the Option and any economic benefits recognized by Optionee in connection with the Option are subject to the Company's Clawback Policy as provided in the Company's Principles of Corporate Governance from time to time.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Grant Date.

ROCKWELL MEDICAL, INC.

By: \_\_\_\_\_

Name:

Title:

OPTIONEE:

\_\_\_\_\_

## CALCULATION OF FILING FEE TABLE

Form S-8  
(Form Type)Rockwell Medical, Inc.  
(Exact Name of Registrant as Specified in its Charter)

Table 1 – Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common stock, par value \$0.0001 per share	457(a)	454,545(2)	\$1.64(3)	\$745,454	\$92.70 per \$1,000,000	\$69.11
Equity	Common stock, par value \$0.0001 per share	457(a)	455,454(4)	\$2.74 (5)	\$1,247,944	\$92.70 per \$1,000,000	\$115.69
<b>Total Offering Amounts</b>					\$1,993,398		\$184.80
<b>Total Fee Offsets</b>							\$0
<b>Net Fee Due</b>							\$184.80

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any additional securities that may be offered or issued in respect of the securities registered by this Registration Statement to prevent dilution as a result of any stock dividend, stock split, recapitalization or other similar transaction, and any other securities with respect to which the outstanding shares are converted or exchanged.
- (2) This Registration Statement registers the 454,545 additional shares of common stock, par value \$0.0001 per share (the “Common Stock”) of Rockwell Medical, Inc. (the “Company”) available for issuance under the Rockwell Medical, Inc. Amended and Restated 2018 Long Term Incentive Plan.
- (3) Estimated in accordance with Rules 457(c) and (h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of \$1.64 per share, which represents the average of the high and low prices of the Registrant’s Common Stock as reported on the Nasdaq Global Market on August 9, 2022.
- (4) This Registration Statement registers 455,454 shares of Common Stock available for issuance pursuant to stock options granted as inducement awards to certain employees as an inducement to commencement of employment with the Company pursuant to Nasdaq Listing Rule 5635(c)(4) (the “Inducement Exception”).
- (5) Estimated in accordance with Rules 457(c) and (h) of the Securities Act solely for the purpose of calculating the registration fee on the basis of \$2.74 per share, which represents the weighted average exercise price of the stock options granted pursuant to the Inducement Exception.