# EXHIBIT 19

## Employment agreements of Steven A. Shallcross: Amended and Restated Employment Agreement effective August 10, 2026, and Employment Agreement effective March 3, 2025 (excerpts)

*Nejmeh v. Theriva Biologics, Inc.*, No. 3:26-cv-00705-ART-CSD (D. Nev.)
Cited in the First Amended Verified Complaint, paragraph(s) 89

**Source**

- Exhibit 10.1 to Form 10-Q filed August 11, 2026, SEC Accession No. 0001104659-26-093786: pages 1, 3, 12, 14, 20 of 20, as printed from the document on sec.gov (https://www.sec.gov/Archives/edgar/data/894158/000110465926093786/tmb-20260630xex10d1.htm).
- Exhibit 10.36 to Form 10-K filed March 6, 2025, SEC Accession No. 0001410578-25-000285: pages 1, 11, 13 of 18, as printed from the document on sec.gov (https://www.sec.gov/Archives/edgar/data/894158/000141057825000285/tmb-20241231xex10d36.htm).

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**EXHIBIT 10.1**

**AMENDED AND RESTATED EMPLOYMENT AGREEMENT**

This AMENDED AND RESTATED EMPLOYMENT AGREEMENT (the "***Agreement***") between Theriva Biologics, Inc., a Nevada corporation, (the "***Company***"), and Steven A. Shallcross (the "***Executive***") is effective as of August 10, 2026 (the "***Effective Date***") and replaces and supersedes the employment agreement between the Executive and the Company, dated March 3, 2025 (the "***Prior Agreement***").

**W I T N E S S E T H:**

**WHEREAS**, the Executive has been employed by the Company as its President, Chief Executive Officer and Chief Financial Officer pursuant to the terms of the Prior Agreement;

**WHEREAS**, the Company desires to continue to employ the Executive as its President, Chief Executive Officer and Chief Financial Officer and the Executive desires to accept such employment, on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Company and the Executive have mutually agreed that, as of the Effective Date, this Agreement shall replace the Prior Employment Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **EMPLOYMENT**.

(a) TERMINATION OF PRIOR EMPLOYMENT AGREEMENT. This Agreement replaces the Prior Employment Agreement dated March 3, 2025.

(b) EMPLOYMENT TERM. The Company hereby offers to continue to employ the Executive, and the Executive hereby accepts continued employment by the Company, upon the terms and conditions set forth in this Agreement, until the termination of the Executive's employment in accordance with Section 9 below, as applicable (the "***Employment Term***"). The Executive shall be employed for two years from the date of execution of this Agreement unless there is an earlier termination in accordance with Section 9 below.

2. **POSITION & DUTIES**. During the Employment Term, the Executive shall serve as the Company's President, Chief Executive Officer and Chief Financial Officer. As President, Chief Executive Officer and Chief Financial Officer, the Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies and such other duties and responsibilities as the Company's Board of Directors (the "***Board***") shall designate that are consistent with the Executive's position as President, Chief Executive Officer and Chief Financial Officer, including directing, supervising and having responsibility for all aspects of the operations and general affairs of the Company as directed by the Board. The Executive shall report to, and be subject to, the lawful direction of the Board. During the Employment Term, the Executive shall use his best efforts to perform faithfully and efficiently the duties and responsibilities assigned to the Executive hereunder and devote all of the Executive's business time (excluding periods of vacation and other approved leaves of absence) to the performance of the Executive's duties with the Company. During the Employment Term, the Executive shall also serve, without additional compensation, as a member of the Board and the board of directors of the Company's subsidiaries and in such other executive-level positions or capacities as may, from time to time, be reasonably requested by the Board.

3. **BASE SALARY**. The Company agrees to pay the Executive a base salary (the "***Base Salary***") at an annual rate of Six Hundred Eighty-Seven Thousand Five Hundred Sixty-Two ($687,562), payable semi-monthly in accordance with the regular payroll practices of the Company. The Executive's Base Salary shall be subject to review and adjustment from time to time by the Board (or a committee thereof) in its sole discretion, but may not be decreased. The base salary as determined herein from time to time shall constitute "Base Salary" for purposes of this Agreement.

4. **ANNUAL BONUS**. With respect to each calendar year during the Employment Term (beginning in the year of the Effective Date), the Executive will be eligible to earn a cash annual performance bonus (the "***Annual Bonus***"). Beginning in the 2026 calendar year and for each full calendar year thereafter, the Executive will be eligible for an Annual Bonus of up to fifty percent (50%) of the Base Salary. The Annual Bonus will be based upon the Board's assessment of the Executive's performance and the Company's attainment of targeted goals as set by the Board in its sole discretion. The Annual Bonus, if any, will be subject to applicable payroll deductions and withholdings. Following the close of each calendar year, the Board will determine whether the Executive has earned the Annual Bonus, and the amount of any Annual Bonus, based on the set criteria. No amount of the Annual Bonus is guaranteed, and the Executive must be an employee in good standing through the end of the applicable calendar year to be eligible to receive an Annual Bonus; no partial or prorated bonuses will be provided. The Annual Bonus, if earned, will be paid on or about December 1, but no later than December 31, of the applicable calendar year for which the Annual Bonus is being measured. The Executive's eligibility for an Annual Bonus is subject to change in the discretion of the Board (or any authorized committee thereof). In addition, the Executive will also be eligible to receive annual equity awards pursuant to the Company's incentive equity plans, such awards (including the number and type of awards), if any, to be in the sole discretion of the Board.

5. **EQUITY**. In accordance with the terms of the various Option Grant Agreements entered into between the Executive and the Company (collectively, the "***Grant Agreements***"), the Executive has been granted options to purchase an aggregate of Two Hundred Forty Three Thousand Two Hundred Five (243,205) shares of the Company's publicly traded common stock (the "***Grant***") subject to the terms of the Company's 2020 Stock Incentive Plan, 2001 Stock Incentive Plan, 2007 Stock Incentive Plan, 2010 Stock Incentive Plan and 2020 Stock Incentive Plan (the "***Plans***") and the related Grant Agreements between the parties. Except as specifically provided herein, the provisions of the Grant Agreements and the Executive's rights with respect to the grants thereunder shall continue.

6. **EMPLOYEE BENEFITS**.

(a) BENEFIT PLANS. The Executive shall, in accordance with Company policy and the terms of the applicable Company benefit plan documents, be eligible to participate in any benefit plan or arrangement, including health, life and disability insurance, retirement plans and the like, that may be in effect from time to time and made available to the Company's senior management. All matters of eligibility for coverage or benefits under any benefit plan shall be determined in accordance with the provisions of such plan. The Company reserves the right to change, alter, or terminate any benefit plan in its sole discretion. Notwithstanding the foregoing, in the event that the terms of this Agreement differ from or are in conflict with the Company's general employment policies or practices, this Agreement shall control.

(b) VACATION. The Executive shall be entitled to twenty-two (22) days paid vacation and sick leave per year in accordance with the Company's policies and shall be entitled to accrue all unused vacation time during the Employment Term in accordance with the Company's vacation policy. Vacation is to be taken at such intervals as shall be appropriate and consistent with the proper performance of the Executive's duties hereunder. All vacation will rollover into this Agreement.

(c) SUPPLEMENTAL DISABILITY BENEFITS. During the Employment Term, the Company will pay for the applicable premiums for the Executive's coverage under its existing supplemental disability policy.

12. **CONSEQUENCES OF A CHANGE IN CONTROL**.

(a) Upon the occurrence of a Change in Control, all unvested stock options and other equity awards shall immediately vest (and any equity awards that are subject to the satisfaction of performance goals shall be deemed earned at not less than target performance) and the time period that the Executive shall have to exercise all vested stock options and other awards that the Executive may have under the Plan (including the Initial Grant) or any successor equity compensation plan as may be in place from time to time shall be equal to the shorter of: (i) twenty-four (24) months after termination, or (ii) the remaining term of the award(s).

(b) If the Executive's employment is terminated without Cause at any time within eighteen (18) months after the occurrence of a Change in Control, or if the Executive terminates his employment with the Company for Good Reason at any time within eighteen (18) months after the occurrence of a Change in Control, the Company (or the then former Company subsidiary employing the Executive), or the consolidated, surviving or transferee person in the event of a Change in Control pursuant to a consolidation, merger or sale of assets, shall pay, and the Executive shall be entitled to receive from the Company (i) the portion of the Base Salary for periods prior to the effective date of termination accrued but unpaid (if any); (ii) all unreimbursed expenses (if any), subject to Section 6(b); (iii) an aggregate amount (the "Change in Control Severance Amount") equal to two times the sum of the (x) Base Salary at the time of termination plus (y) an amount equal to the bonus that would be payable if the "target" level performance were achieved under the Company's annual bonus plan (if any) in respect of the fiscal year in which the termination occurs (or the prior fiscal year if bonus levels have not yet been established for the year of termination) and (iv) a payment equal to twenty-four (24) times the monthly COBRA premium for the Executive and his eligible dependents (at the rate in effect for the Executive's coverage at the time of his termination. The Change in Control Severance Amount shall be paid in a lump sum, if the Change in Control event constitutes a "change in the ownership" or a "change in the effective control" of the Company or a "change in the ownership of a substantial portion of a corporation's assets" (each within the meaning of Section 409A), or in 48 substantially equal payments, if the Change in Control event does not so comply with Section 409A. The lump sum amount shall be paid, or the installment payments shall commence, as applicable, on the first scheduled payroll date (in accordance with the Company's payroll schedule in effect for the Executive immediately prior to such termination) that occurs on or following the date that is 30 days after the Executive's termination of employment; *provided, however*, that the payment of such Change in Control Severance Amount is subject to the Executive's compliance with the requirement to deliver the General Release contemplated pursuant to Section 12(b). Any such installment payment shall be treated as a separate payment as defined under Treasury Regulation §1.409A-2 (b)(2). If the Executive is a "specified employee" (as determined under the Company's policy for identifying specified employees) on the date of his "separation from service" (within the meaning of Section 409A) and if any portion of the severance amount described in clause (iii) would be considered "deferred compensation" under Section 409A, such severance amount shall not be paid or commence to be paid on any date prior to the first business day after the date that is six months following the Executive's separation from service (unless any such payment(s) shall satisfy the short-term deferral rule, as defined in Treasury Regulation §1.409A-1(b)(4), or shall be treated as separation pay under Treasury Regulation §1.409A-1(b)(9)(iii) or §1.409A-1(b)(9)(v))or any successor provisions thereto. If paid in installments, the first payment that can be made shall include the cumulative amount of any amounts that could not be paid during such six-month period. In addition, interest will accrue at the 10-year T-bill rate (as in effect as of the first business day of the calendar year in which the separation from service occurs) on such lump sum amount or installment payments, as applicable, not paid to the Executive prior to the first business day after the sixth month anniversary of his separation from service that otherwise would have been paid during such six-month period had this delay provision not applied to the Executive and shall be paid at the same time at which the lump sum payment or the first installment payment, as applicable, is made after such six-month period. Notwithstanding the foregoing, a payment delayed pursuant to the preceding three sentences shall commence earlier in the event of the Executive's death prior to the end of the six-month period. Upon the termination of employment with the Company for Good Reason by the Executive or upon the involuntary termination of employment with the Company of the Executive for any reason other than death, Disability or Cause, in either case within two years after the occurrence of a Change in Control, the Company (or the then former Company subsidiary employing the Executive), or the consolidated, surviving or transferee person in the event of a Change

in Control pursuant to a consolidation, merger or sale of assets, shall also provide, for the period of two consecutive years commencing on the date of such termination of employment, to the extent not covered by COBRA premiums during the COBRA Payment Period, medical, dental, life and disability insurance coverage for the Executive and the members of his family which is not less favorable to the Executive than the group medical, dental, life and disability insurance coverage carried by the Company for the Executive and the members of his family at the time of termination (or shall reimburse Executive for the cost of such insurance coverage for the Executive and the members of his family); *provided, however*, that all such payments under this Section 12(b) are subject to the Executive's compliance with the requirement to deliver the General Release contemplated pursuant to Section 11(b)). An amount equal to Five Hundred Thousand Dollars ($500,000) shall be allocated from the Change in Control Severance Amount as, and deemed, a payment to Executive in exchange for the Executive's covenant not to compete as set forth in Section 8 of this Agreement, which the parties acknowledge and agree represents the fair market value of the non-compete obligation and is intended to constitute compensation for refraining from services within the meaning of Section 280G(b)(4)(A) of the Internal Revenue Code, as amended (the "***Code***"). The parties further agree that such amount is separately bargained for, is not severance pay, and shall be treated as consideration for the covenant not to compete and excluded from "parachute payments" under Section 280G to the maximum extent permitted by law.

(c) For purposes of this Agreement, "Change in Control" means:

(i) any person or entity becoming the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) of the total voting power of all its then outstanding voting securities;

(ii) a merger or consolidation of the Company in which its voting securities immediately prior to the merger or consolidation do not represent, or are not converted into securities that represent, a majority of the voting power of all voting securities of the surviving entity immediately after the merger or consolidation;

(iii) a sale of substantially all of the assets of the Company or a liquidation or dissolution of the Company; or

(iv) the Company's execution of a definitive agreement, merger agreement or other agreement providing for a transaction in which a non-listed private operating company combines with or is acquired by the Company or any subsidiary of the Company in any structural form, including forward merger, sign and close reverse merger, reverse merger, share exchange, asset acquisition, or recapitalization and such transaction is intended to ultimately results in a change of the majority of Company's board of directors or the holders of a majority of the voting power prior to such transaction not holding a majority of the voting power after the consummation of all transactions contemplated by the transaction documents, including the conversion of securities issued as merger conversion. This subparagraph captures all reverse merger structures, including those designed to avoid Nasdaq's reverse merger seasoning rule under Nasdaq Rule 5110(c).

(d) For purposes of this Agreement, the 180 days notice requirement for Good Cause in the case of Change in Control pursuant to Section 12(c)(iv) shall not commence until all conditions to effecting a change in title or position have occurred and any requite shareholder to effect the change in share percent ownership shall have been obtained.

13. **ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the Executive and the Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. Any such successor or assign of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective as of the date first written above.

**THERIVA BIOLOGICS, INC.**

By: /s/ Timothy Swope
Name: Timothy Swope
Title: Secretary

/s/ Steven A. Shallcross
Steven A. Shallcross

**Exhibit 10.36**

**EMPLOYMENT AGREEMENT**

This EMPLOYMENT AGREEMENT (the "***Agreement***") between Theriva Biologics, Inc., a Nevada corporation, (the "***Company***"), and Steven A. Shallcross (the "***Executive***") is effective as of March 3, 2025 (the "***Effective Date***") and replaces and supersedes the employment agreement between the Executive and the Company dated January 3, 2022 as amended December 15, 2022 (the "***Prior Agreement***").

**W I T N E S S E T H:**

**WHEREAS**, the Executive has been employed by the Company as its Chief Executive Officer and Chief Financial Officer pursuant to the terms of the Prior Agreement;

**WHEREAS**, the Company desires to continue to employ the Executive as its President and Chief Executive Officer and as its Chief Financial Officer and the Executive desires to accept such employment, on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Company and the Executive have mutually agreed that, as of the Effective Date, this Agreement shall replace the Prior Employment Agreement in its entirety.

**NOW, THEREFORE**, in consideration of the promises and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. **EMPLOYMENT**.

(a) TERMINATION OF PRIOR EMPLOYMENT AGREEMENT. This Agreement replaces the Prior Employment Agreement which terminated on January 2, 2025.

(b) EMPLOYMENT TERM. The Company hereby offers to continue to employ the Executive, and the Executive hereby accepts continued employment by the Company, upon the terms and conditions set forth in this Agreement, until the termination of the Executive's employment in accordance with Section 9 below, as applicable (the "***Employment Term***"). The Executive shall be employed for two years unless there is an earlier termination in accordance with Section 9 below.

2. **POSITION & DUTIES**. During the Employment Term, the Executive shall serve as the Company's President, Chief Executive Officer and Chief Financial Officer. As President, Chief Executive Officer and Chief Financial Officer, the Executive shall have such duties, authorities and responsibilities commensurate with the duties, authorities and responsibilities of persons in similar capacities in similarly sized companies and such other duties and responsibilities as the Company's Board of Directors (the "***Board***") shall designate that are consistent with the Executive's position as President, Chief Executive Officer and Chief Financial Officer, including directing, supervising and having responsibility for all aspects of the operations and general affairs of the Company as directed by the Board. The Executive shall report to, and be subject to, the lawful direction of the Board. During the Employment Term, the Executive shall use his best efforts to perform faithfully and efficiently the duties and responsibilities assigned to the Executive hereunder and devote all of the Executive's business time (excluding periods of vacation and other approved leaves of absence) to the performance of the Executive's duties with the Company. During the Term, the Executive shall also serve, without additional compensation, as a member of the Board and the board of directors of the Company's subsidiaries and in such other executive-level positions or capacities as may, from time to time, be reasonably requested by the Board.

3. **BASE SALARY**. The Company agrees to pay the Executive a base salary (the "***Base Salary***") at an annual rate of Six Hundred Sixy Seven Thousand Five Hundred Thirty-Six ($667,536), payable semi-monthly in accordance with the regular payroll practices of the Company. The Executive's Base Salary shall be subject to review and adjustment from time to time by the Board (or a committee thereof) in its sole discretion, but may not be decreased. The base salary as determined herein from time to time shall constitute "Base Salary" for purposes of this Agreement.

Notwithstanding the due date of any post-employment payments, any amounts due following a termination under this Agreement (other than Accrued Amounts) shall not be due until after the expiration of any revocation period applicable to the General Release without the Executive having revoked such General Release, and any such amounts shall be paid or commence being paid to the Executive within fifteen (15) days of the expiration of such revocation period without the occurrence of a revocation by the Executive (or such later date as may be required under Section 18 of this Agreement). Nevertheless (and regardless of whether the General Release has been executed by the Executive), upon any termination of the Executive's employment, the Executive shall be entitled to receive any Accrued Amounts, payable after the date of termination in accordance with the Company's applicable plan, program, policy or payroll procedures. Notwithstanding anything to the contrary in this Agreement, if any severance pay or benefits are deferred compensation under Section 409A (as defined below), and the period during which the Executive may sign the General Release begins in one calendar year and the first payroll date following the period during which the Executive may sign the General Release occurs in the following calendar year, then the severance pay or benefit shall not be paid or the first payment shall not occur until the later calendar year.

12. **CONSEQUENCES OF A CHANGE IN CONTROL**.

(a) Upon the closing of a Change in Control (as defined below), all unvested stock options and other equity awards shall immediately vest and the time period that the Executive shall have to exercise all vested stock options and other awards that the Executive may have under the Plan (including the Initial Grant) or any successor equity compensation plan as may be in place from time to time shall be equal to the shorter of: (i) eighteen (18) months days after termination, or (ii) the remaining term of the award(s).

(b) If within one year after the occurrence of a Change in Control, the Executive terminates his employment with the Company for Good Reason or the Company terminates the Executive's employment for any reason other than death, Disability or Cause, the Company (or the then former Company subsidiary employing the Executive), or the consolidated, surviving or transferee person in the event of a Change in Control pursuant to a consolidation, merger or sale of assets, the Executive shall be entitled to receive from the Company (i) the portion of the Base Salary for periods prior to the effective date of termination accrued but unpaid (if any); (ii) all unreimbursed expenses (if any), subject to Section 6(b); (iii) an aggregate amount (the "Change in Control Severance Amount") equal to two times the sum of the Base Salary plus an amount equal to the bonus that would be payable if the "target" level performance were achieved under the Company's annual bonus plan (if any) in respect of the fiscal year during which the termination occurs (or the prior fiscal year if bonus levels have not yet been established for the year of termination). The Change in Control Severance Amount shall be paid in a lump sum, if the Change in Control event constitutes a "change in the ownership" or a "change in the effective control" of the Company or a "change in the ownership of a substantial portion of a corporation's assets" (each within the meaning of Section 409A), or in 48 substantially equal payments, if the Change in Control event does not so comply with Section 409A. The lump sum amount shall be paid, or the installment payments shall commence, as applicable, on the first scheduled payroll date (in accordance with the Company's payroll schedule in effect for the Executive immediately prior to such termination) that occurs on or following the date that is 30 days after the Executive's termination of employment; *provided, however*, that the payment of such Change in Control Severance Amount and is subject to the Executive's compliance with the requirement to deliver the General Release contemplated pursuant to Section 12(b). Any such installment payment shall be treated as a separate payment as defined under Treasury Regulation §1.409A-2 (b)(2). If the Executive is a "specified employee" (as determined under the Company's policy for identifying specified employees) on the date of his "separation from service" (within the meaning of Section 409A) and if any portion of the severance amount described in clause (iii) would be considered "deferred compensation" under Section 409A, such severance amount shall not be paid or commence to be paid on any date prior to the first business day after the date that is six months following the Executive's separation from service (unless any such payment(s) shall satisfy the short-term deferral rule, as defined in Treasury Regulation §1.409A-1(b)(4), or shall be treated as separation pay under Treasury Regulation §1.409A-1(b)(9)(iii) or §1.409A-1(b)(9)(v))or any successor provisions thereto. If paid in installments, the first payment that can be made shall include the cumulative amount of any amounts that could not be paid during such six-month period. In addition, interest will accrue at the 10-year T-bill rate (as in effect as of the first business day of the calendar year in which the separation from service occurs) on such lump sum amount or installment payments, as applicable, not paid to the Executive prior to the first business day after the sixth month anniversary of his separation from service that otherwise would have been paid during such six-month period had this delay provision not applied to the Executive and shall be paid at the same time at which the lump sum payment or the first installment payment, as applicable, is made after such six-month period. Notwithstanding the foregoing, a payment delayed pursuant to the preceding three sentences shall commence earlier in the event of the Executive's death prior to the end of the six-month period. Upon the termination of employment with the Company for Good Reason by the Executive or upon the involuntary termination of employment with the Company of the Executive for any reason other than death, Disability or Cause, in either case within two years after the occurrence of a Change in Control, the Company (or the then former Company subsidiary employing the Executive), or the consolidated, surviving or transferee person in the event of a Change in

(c) For purposes of this Agreement, "Change in Control" means:

(i) any person or entity becoming the beneficial owner, directly or indirectly, of securities of the Company representing fifty percent (50%) of the total voting power of all its then outstanding voting securities;

(ii) a merger or consolidation of the Company in which its voting securities immediately prior to the merger or consolidation do not represent, or are not converted into securities that represent, a majority of the voting power of all voting securities of the surviving entity immediately after the merger or consolidation; or

(iii) a sale of substantially all of the assets of the Company or a liquidation or dissolution of the Company.

13. **ASSIGNMENT**. This Agreement shall be binding upon and inure to the benefit of the Executive and the Executive's heirs, executors, personal representatives, assigns, administrators and legal representatives. Because of the unique and personal nature of the Executive's duties under this Agreement, neither this Agreement nor any rights or obligations under this Agreement shall be assignable by the Executive. This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns and legal representatives. Any such successor or assign of the Company will be deemed substituted for the Company under the terms of this Agreement for all purposes. For this purpose, "successor" means any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly acquires all or substantially all of the assets or business of the Company.

14. **NOTICE**. For the purpose of this Agreement, notices and all other communications provided for in this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if delivered by hand, (b) on the date of transmission, if delivered by confirmed facsimile, (c) on the first business day following the date of deposit if delivered by guaranteed overnight delivery service, or (d) on the fourth business day following the date delivered or mailed by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the Company:

Theriva Biologics, Inc.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
Attention: Board of Directors
Email: sshallcross@therivabio.com

and a copy (which shall not constitute notice) shall also be sent to:

Blank Rome LLP
1271 Avenue of the Americas
New York, New York 10020
Attention: Leslie Marlow, Esq.
Email: Leslie.Marlow@Blankrome.com

If to the Executive:

To the most recent address of the Executive set forth in the personnel records of the Company.

or to such other address as either party may have furnished to the other in writing in accordance herewith, except that notices of change of address shall be effective only upon receipt.