

**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): **September 3, 2023**

DIAMEDICA THERAPEUTICS INC.

(Exact name of registrant as specified in its charter)

British Columbia
(State or other jurisdiction
of incorporation)

001-36291
(Commission
File Number)

Not Applicable
(IRS Employer
Identification No.)

301 Carlson Parkway, Suite 210
Minneapolis, Minnesota
(Address of principal executive offices)

55305
(Zip Code)

(763) 496-5454
(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))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Voting common shares, no par value per share	DMAC	The Nasdaq Stock Market LLC

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.

On September 3, 2023, Kirsten Gruis, M.D. resigned from her position as Chief Medical Officer of DiaMedica Therapeutics Inc. (“DiaMedica” or the “Company”), effective as of August 31, 2023, although she agreed to stay on as an independent consultant with the Company for nine months to assist with the transition of her duties and responsibilities and to complete certain additional projects. To replace Dr. Gruis immediately on an interim basis while DiaMedica completes its search for a permanent Chief Medical Officer, DiaMedica has engaged as an independent consultant, Jordan Dubow, M.D., an experienced vascular neurologist, with extensive Chief Medical Officer experience, including overseeing stroke trials, to expedite site engagement and patient recruitment in DiaMedica’s Phase 2/3 ReMEDy2 clinical trial of DM199 in acute ischemic stroke patients.

Dr. Dubow is a stroke and movement disorders trained neurologist. He has served as a full time or consulting Chief Medical Officer for eight companies, both public and private. During his industry career, he has worked on 16 new drug applications (“NDAs”) through the Division of Neurology of the U.S. Food and Drug Administration and has worked with several stroke clinical trial programs. Dr. Dubow was previously the chief medical officer at Paragon Biosciences, Avadel Pharmaceuticals, and Marathon Pharmaceuticals. He also served as vice president of CNS Therapeutic Strategy at Esteve Pharmaceuticals, responsible for evaluating in-licensing candidates and providing regulatory and clinical support for its development pipeline. He has held leadership positions at Cynapsus Therapeutics and started his pharmaceutical career at AbbVie as a medical director in neuroscience clinical development. He has extensive development and regulatory experience in the United States, as well as Europe, Japan, Canada, and Australia.

In connection with her resignation, Dr. Gruis and DiaMedica USA Inc. entered into a consulting services agreement (the “Consulting Agreement”) effective as of September 1, 2023 pursuant to which Dr. Gruis will assist in implementing an orderly transition of her responsibilities, complete certain additional projects and provide such other services to be determined and reasonably requested from time to time by the Company in exchange for a monthly consulting retainer fee of \$33,500, to be paid over the nine-month term. Dr. Gruis and DiaMedica USA Inc. also entered into a separation agreement (the “Separation Agreement”) on September 3, 2023 pursuant to which Dr. Gruis agreed to provide a general release of claims against the Company and its subsidiaries and affiliates. The Separation Agreement also includes customary non-disparagement and confidentiality undertakings by Dr. Gruis.

The foregoing summary description of the Consulting Agreement and Separation Agreement does not purport to be complete and is qualified in its entirety by the full text of the Consulting Agreement and Separation Agreement, which are attached as Exhibit 10.1 and Exhibit 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) *Exhibits.*

Exhibit No.	Description
10.1	Consulting Services Agreement dated as of September 1, 2023 by and between Kirsten Gruis, M.D. and DiaMedica USA, Inc. (filed herewith)
10.2	Separation Agreement and Release dated as of September 3, 2023 by and between Kirsten Gruis, M.D. and DiaMedica USA, Inc. (filed herewith)
104	The cover page from this Current Report on Form 8-K, formatted in Inline XBRL

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.

DIAMEDICA THERAPEUTICS INC.

By: /s/ Scott Kellen
Scott Kellen
Chief Financial Officer and Secretary

Dated: September 5, 2023

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made as of the 1st day of September 2023 (the "Effective Date") between:

DIAMEDICA USA INC., a corporation located at 301 Carlson Parkway, Suite 210, Minneapolis, MN 55305 ("DiaMedica"); and

Kirstin Gruis, M.D., an individual with an address at 400 Walnut Street, Suite 1201, Des Moines, IA 50309 ("Consultant").

DiaMedica and Consultant are referred to herein individually as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual covenants of the Parties set forth herein, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **SERVICES:** DiaMedica hereby engages Consultant as an independent contractor, and not as an employee, to provide the services (hereinafter the "Services") specified in Exhibit A attached to this Agreement (the "Exhibit"), and Consultant undertakes to provide the Services to the satisfaction of DiaMedica. Consultant shall determine the means and manner of performance in providing the Services to DiaMedica and shall not be subject to the direction and control of DiaMedica, except as specifically required for compliance with applicable laws and regulations.
2. **COMPENSATION AND EXPENSES:** As full compensation to Consultant for providing the Services, DiaMedica shall compensate Consultant as specified in Exhibit A. Except to the extent expressly specified in Exhibit A, DiaMedica shall not be liable to Consultant for expenses, disbursements and costs incurred by Consultant in the course of providing the Services to DiaMedica, including without limitation cost of travel, meals, lodging and similar expenses. All claims for reimbursement must be accompanied by receipts and a signed expense report from Consultant. DiaMedica shall only supply Consultant with such equipment, facilities and services as may be expressly specified in the Exhibit.
3. **RELATIONSHIP OF THE PARTIES:** This Agreement creates contractual rights only and the Consultant for all purposes shall be considered as an independent contractor with respect to DiaMedica. Consultant acknowledges that no employment relationship exists between Consultant and DiaMedica or its affiliates, and Consultant shall not be entitled to any salary, insurance coverage, workers compensation coverage, or other benefits from DiaMedica. Neither Party shall be considered a partner, agent or legal representative of the other Party for any purpose, and Consultant shall have no power or authority, and at no time shall represent or convey the impression that Consultant has any power or authority, to legally bind or commit DiaMedica for any purpose.
4. **CONDUCT:** Consultant undertakes and agrees to use its best efforts to (i) comply with all applicable laws, rules, ordinances and regulations of all applicable federal, state and local authorities in providing the Services, (ii) obtain and maintain, at Consultant's cost, all necessary permits and licenses required to provide the Services, and (iii) provide the services in an ethical, honest and moral fashion. In the event of any breach by Consultant of this Section 4, or any false or misleading statements being made by Consultant, DiaMedica may immediately terminate this Agreement without liability by oral or written notice to Consultant.

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5. **TAXES:** Consultant shall be responsible for all federal, state and local taxes for all compensation paid hereunder, including without limitation all social security and self-employment taxes, and DiaMedica (unless required by applicable tax authorities) will not withhold taxes or be liable for taxes related to such compensation. Consultant undertakes and agrees to properly file all tax returns and pay all tax due with respect to compensation paid to Consultant by DiaMedica.
6. **INDEMNIFICATION:** Consultant shall indemnify and defend DiaMedica and its affiliates and their directors, officers and employees from any and all claims, demands, damages and costs (including without limitation costs of legal defense) arising out of or related to any breach by Consultant of the terms of this Agreement and negligent or malicious acts or omissions of Consultant and/or its employees, agents and affiliates. DiaMedica agrees to defend, indemnify, and hold harmless Consultant and its respective employees and agents, if any, against and from any claims arising out of or in reference to the consultations referred to herein, and agrees to bear all costs and expenses, including reasonable attorneys' fees, incurred in connection with the defense of any such claim. However, DiaMedica will not be liable for any claim arising out of the negligent acts of Consultant or its respective employees, agents, and subcontractors, if any, or acts which are not in accordance with ethical practices herein described. DiaMedica shall be promptly notified of any claim being made against it, and Consultant shall cooperate with DiaMedica in the defense of such claim.
7. **CONFIDENTIALITY:**
- 7.1 DiaMedica Confidential Information. Consultant covenants and agrees to treat confidentially and not disclose, and not use or exploit for any purpose other than as specified in this Agreement, any information (whether written or oral) which is confidential or proprietary information of DiaMedica ("Confidential Information"), which shall be deemed to include without limitation technical information, data, trade secrets, know-how, customer lists, catalogs and price lists, computer records, policies, trade secrets, business strategy, financial data, research, development, processes and techniques, and all other confidential and proprietary information of whatever description that may be divulged to Consultant. Consultant recognizes and acknowledges (i) that the Confidential Information is confidential and the sole property of DiaMedica, (ii) that damage and irreparable harm that could result to DiaMedica if such information were used or disclosed except as authorized expressly in writing by DiaMedica, and therefore Consultant consents to injunctive relief and other equitable remedies to prevent such unauthorized use or disclosure. Neither Party shall publish the other's name and/or use its reputation in any way, explicitly or impliedly, to endorse any product or service or for any other publicity purposes. Consultant shall ensure that each of its employees and agents, if any, providing Services or having access to Confidential Information has executed and delivered a contract with provisions no less restrictive than Sections 7 and 9 hereof.
- 7.2 Other Confidential Information. Consultant shall not disclose or otherwise make available to DiaMedica in any manner any confidential information of Consultant or received by Consultant from third parties, unless DiaMedica first agrees in writing to receive such information.
8. **CONFLICTING ENGAGEMENTS:**
- 8.1 Given the confidential and proprietary nature of Confidential Information that may be disclosed by DiaMedica to Consultant, during the term of this Agreement and for a period of two (2) years thereafter, Consultant shall not provide services similar to the Services to any person or entity who or which is a competitor or potential competitor to DiaMedica as a result of the development of recombinant proteins similar to DM199 (Tissue Kallikrein, KLK-1) in the same or similar indications without the prior written consent of DiaMedica.

9. PROPRIETARY RIGHTS:

- 9.1 Owned by DiaMedica. For purposes of this Agreement, “Proprietary Rights” means all inventions, products, processes, methods, techniques, formulas, compositions, compounds, projects, developments, plans, research data, market data, clinical data, financial data, personnel data and computer programs; all client, customer, account and supplier lists and files; all files, letters, memoranda, reports, data, sketches, drawings, laboratory notebooks, program listings and other written, photographic and tangible materials; all inventions, improvements, discoveries, methods developments, enhancements, software and works of authorship; and all patent, copyright, mask works, trademark, trade name and other intellectual or proprietary property rights related to any of the foregoing. All Proprietary Rights created or developed by Consultant in the course of providing the Services or arising out of DiaMedica’s Confidential Information shall be owned exclusively by DiaMedica. Without limiting the generality of the foregoing, all such Proprietary Rights created, made, conceived or reduced to practice by or under the direction or control of Consultant while this Agreement is in effect, acting alone or jointly with others, shall be considered “work for hire” and shall be owned exclusively by DiaMedica. Consultant hereby grants, bargains, sells, releases, waives, transfers and assigns to DiaMedica and its successors and assigns all right, title and interest, if any, that Consultant may now or hereafter have, own, claim, allege or assert in or with respect to such Proprietary Rights or any portion thereof. Consultant is not granted any license or other interest in the Proprietary Rights or any portion thereof. The parties shall cooperate with each other, including without limitation by executing and delivering such documents and taking such actions as shall be necessary or appropriate, to give effect to their intentions expressed in this Section 9.
- 9.2 Licensed to DiaMedica. Consultant shall specifically describe and identify in the Exhibit any and all technology, including without limitation information, materials and related intellectual property rights, if any, which (i) Consultant intends to use in performing under this Agreement, (ii) is either owned solely by Consultant or controlled by Consultant such that Consultant possesses the right to grant a license or sublicense thereunder, and (iii) is in existence prior to the effective date of this Agreement (“Background Technology”). Consultant hereby grants to DiaMedica a non-exclusive, royalty-free and worldwide right to use and sublicense the use of any Background Technology for the purpose of developing and marketing DiaMedica products, but not for the purpose of marketing any Background Technology separate from DiaMedica products. Consultant hereby waives any claims to ownership of any intellectual property related to the Services and/or DiaMedica products except for such Background Technology, if any, specified in the Exhibit.
- 9.3 Cooperation to Secure IP Rights. Consultant further agrees to execute all papers, including without limitation all patent applications, invention assignments and copyright assignments, and otherwise assist DiaMedica as reasonably required to perfect DiaMedica’s right, title and interest in Proprietary Rights as expressly granted to DiaMedica under this Agreement. Such assistance shall include but not be limited to providing affidavits or testimony in connection with patent interference, validity or infringement proceedings and participating in other legal proceedings. Reasonable costs related to such assistance, if required, shall be paid by DiaMedica. Consultant’s obligation to assist DiaMedica as described above in this paragraph shall continue beyond the termination of this Agreement. If DiaMedica is unable, after reasonable effort, to secure Consultant’s signature on any document as provided in this Section 9, Consultant hereby designates and appoints DiaMedica and its duly authorized officers and agents as its agent and attorney in fact to execute, verify and file applications, and to do all other lawfully permitted acts necessary to achieve the intent of this Section 9 with the same legal force and effect as if executed by Consultant.

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10. **TERMINATION:** This Agreement shall terminate upon (i) the completion of the Term of Agreement, as indicated in Exhibit A, or (ii) notice from DiaMedica in accordance with Section 4 hereof. Upon any termination of this Agreement, Consultant shall promptly return to DiaMedica, or, at DiaMedica's discretion, certify the destruction of, all information, materials and documents (including without limitation electronically stored information) in Consultant's possession or control which were prepared by or for DiaMedica or which relate to DiaMedica or its business, including without limitation all Confidential Information and Proprietary Rights. Consultant may retain one copy of the Confidential Information and materials for use solely in connection with determining its obligations under this Agreement with respect to DiaMedica's confidential information. The obligations of Consultant pursuant to Sections 6, 7, 8, 9, 10 and 11 hereof shall survive the expiration or termination of this Agreement without limitation.
11. **NOTICES:** All notices under this Agreement shall be in writing and given in person, first class registered mail or by Federal Express or other reputable delivery service, delivery costs prepaid, addressed to the parties at the addresses specified on the last page hereof, or to such other address of which either Party may notify the other pursuant to this provision. Notices will be deemed given when sent.
12. **GENERAL PROVISIONS:** This Agreement shall be governed by the laws of the State of Minnesota, USA without regard to the choice-of-law principles thereof. Any disputes under this Agreement shall be brought exclusively in the state courts and the Federal courts located in Hennepin County, Minnesota, and the Parties hereby irrevocably and unconditionally consent to the personal jurisdiction and venue of these courts. This Agreement is the entire agreement of the Parties related to the subject matter hereof and supersedes all past and contemporaneous agreements, promises, and understandings, whether oral or written, between the Parties. No amendment or waiver of any provision of this Agreement will be effective unless in a writing signed by the Parties. Wherever in this Agreement consent or approval is contemplated to be provided by a Party, such consent or approval may be withheld by such Party in its sole discretion. Neither Party shall assign the rights or delegate the duties of the other Party hereunder without the written consent of that Party. The illegality or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any legal and enforceable provisions hereof. Any headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they affect the interpretation hereof. This Agreement may be executed in multiple counterparts, each of which is an original, true and correct version hereof. A facsimile or PDF copy of this Agreement bearing the signature (original, PDF or facsimile version) of both Parties shall be binding on the Parties.

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, DiaMedica and Consultant have executed this Agreement as of the dates respectively indicated below:

DIAMEDICA USA INC.

CONSULTANT:

By: /s/ Rick Pauls

By: /s/ Kirsten Gruis

Name: Rick Pauls

Name: Kirsten Gruis, M.D.

Title: President & Chief Executive Officer

Date: September 1, 2023

Date: September 1, 2023

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement ("Agreement") and the Release, which is attached and incorporated by reference as Exhibit A ("Release"), are made by and between Kirsten Gruis, M.D. ("Executive"), and DiaMedica USA Inc., its affiliates, related or predecessor corporations, parent, subsidiaries, successors and assigns ("Employer").

Employer and Executive (collectively, "Parties") wish to end their employment relationship in an honorable, dignified and orderly fashion. Toward that end, the Parties have agreed to separate according to the following terms.

IN CONSIDERATION OF THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Resignation. Pursuant to Section 10.A of Executive's Employment Agreement attached as Exhibit B, Executive hereby voluntarily resigns as an officer and employee of the Employer effective as of August 31, 2023 ("Termination Date"), in order to permit Executive to serve as a consultant to Employer, while allowing her to also serve as a consultant to other organizations. For clarity and the avoidance of doubt, the termination of Executive's employment is a termination by Executive pursuant to Section 10.A of Executive's Employment Agreement and therefore no severance or other benefits are owed to Executive pursuant to Section 10.B of Executive's Employment Agreement.

2. Consulting Agreement; Consideration for Release of Claims. Simultaneously with the execution of this Agreement, Employer and Executive are entering into a Consulting Agreement attached as Exhibit C (the "Consulting Agreement"). Employer shall, (1) after receipt of a fully executed Agreement and Release; (2) after expiration of all applicable rescission periods; and (3) provided Executive complies with Executive's obligations under this Agreement, provide Executive with the consulting fees provided in the Consulting Agreement ("Consideration").

3. Termination of Benefits. Except as otherwise provided by this Agreement, Executive's participation in Employer's employee benefits, bonus, and all other compensation or commission plans, will terminate on the Termination Date, unless otherwise provided by law, or benefit plan. Executive shall receive no compensation or benefits under such plans, except as specifically provided in Section 2 of this Agreement.

4. Execution of Agreement and Release of all Claims. Executive agrees to fully execute this Agreement, and the Release attached as Exhibit A, releasing any and all actual or potential claims which may have arisen at any time during Executive's employment with or termination from employment with Employer. Executive's failure to execute this Agreement and/or Release, or any attempt to rescind this Agreement or that Release, shall terminate this Agreement, and the Parties' respective rights and obligations under this Agreement.

5. Stipulation of No Charges. Executive affirmatively represents that Executive has not filed nor caused to be filed any charges, claims, complaints, or actions against Employer before any federal, state, or local administrative agency, court, or other forum. Except as expressly provided in this Agreement or required by law, Executive acknowledges and agrees that Executive has been paid all wages, bonuses, compensation, benefits and other amounts that are due, with the exception of any vested right under the terms of a written ERISA-qualified benefit plan. Executive waives any right to any form of recovery or compensation from any legal action, excluding any action claiming this Agreement and Release violate the Age Discrimination in Employment Act (“ADEA”) and/or the Older Workers Benefit Protection Act (“OWBPA”), filed or threatened to be filed by Executive or on Executive’s behalf based on Executive’s employment, terms of employment, or separation from, Employer. Executive understands that any Consideration paid to Executive pursuant to this Agreement may be deducted from any monetary award Executive may receive as a result of a successful ADEA and/or OWBPA claim or challenge to this Agreement and Release. This does not preclude Executive from eligibility for unemployment benefits, and does not preclude or obstruct Executive’s right to file a Charge with the Equal Employment Opportunity Commission (“EEOC”).

6. Return of Property. Executive shall return, as expeditiously as possible and in no event later than one week after the Termination Date, all Employer property in Executive’s possession or control, including but not limited to any drawings, orders, files, documents, notes, computers, laptop computers, fax machines, cell phones, smart devices, access cards, fobs, keys, reports, manuals, records, product samples, correspondence and/or other documents or materials related to Employer’s business that Executive has compiled, generated or received while working for Employer, including all electronically stored information, copies, samples, computer data, disks, or records of such materials. Executive must return to Employer, and Executive shall not retain, any Employer property as previously defined in this section, without Employer’s authorization.

7. Agreement Not to Seek Future Employment Except as contemplated under the Consulting Agreement, Executive agrees that Executive will never knowingly seek nor accept employment or a consulting/independent contractor relationship with Employer, nor any other entity owned by Employer, either directly or through a consulting firm.

8. Withholding for Amounts Owed to Employer. Execution of this Agreement shall constitute Executive’s authorization for Employer to make deductions from Executive’s Consideration, for Executive’s indebtedness to Employer, or to repay Employer for unaccrued vacation or other Paid Time Off already taken, Executive purchases, wage or benefit overpayment, or other Employer claims against Executive, to the extent permitted by applicable law.

9. Non-Disparagement. Executive agrees that, unless it is in the context of an EEOC or other civil rights or other government enforcement agency investigation or proceeding, Executive will make no critical, disparaging or defamatory comments regarding Employer or any Released Party, as defined in the Release, in any respect or make any comments concerning the conduct or events which precipitated Executive’s separation. Furthermore, Executive agrees not to assist or encourage in any way any individual or group of individuals to bring or pursue a lawsuit, charge, complaint, or grievance, or make any other demands against Employer or any Released Party. This provision does not prohibit Executive from participating in an EEOC or other civil rights or other government enforcement agency charge, investigation or proceeding, or from providing testimony or documents pursuant to a lawful subpoena or as otherwise required by law.

10. Compliance with Employment Agreement and Protection of Confidential Information. Executive agrees to comply with the provisions of and the restrictions set forth in Executive's Employment Agreement (Exhibit B), including without limitation the obligation not to use or disclose Confidential Information (as defined in the Employment Agreement).

11. Confidentiality. It is the intent of Employer and Executive that the terms of this Agreement be treated as Confidential Information (as defined in the Employment Agreement), except to the extent this Agreement is required to be disclosed under applicable federal securities laws, as determined by Employer. Executive warrants that Executive has not and agrees that Executive will not in the future disclose the terms of this Agreement, or the terms of the Consideration to be paid by Employer to Executive as part of this Agreement, to any person other than Executive's attorney, tax advisor, spouse, or representatives of any state or federal regulatory agency, who shall be bound by the same prohibitions against disclosure as bind Executive, and Executive shall be responsible for advising those individuals or agencies of this confidentiality provision. Executive shall not provide or allow to be provided to any person this Agreement, or any copies thereof, nor shall Executive now or in the future disclose the terms of this Agreement to any person, with the sole exception of communications with Executive's spouse, attorney and tax advisor, unless otherwise ordered to do so by a court or agency of competent jurisdiction.

12. Invalidity. In case any one or more of the provisions of this Agreement or Release shall be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement and Release will not in any way be affected or impaired thereby.

13. Non-Admissions. The Parties expressly deny any and all liability or wrongdoing and agree that nothing in this Agreement or the Release shall be deemed to represent any concession or admission of such liability or wrongdoing or any waiver of any defense.

14. Governing Law. The laws of the State of Minnesota shall govern this Agreement without regard to conflict of laws principles. The Parties each hereby consent to the personal jurisdiction of the state courts located in Hennepin County, State of Minnesota, and the federal district court sitting in Hennepin County, State of Minnesota, if that court otherwise possesses jurisdiction over the matter, for any legal proceeding concerning or related to this Agreement.

15. Voluntary and Knowing Action. Executive acknowledges that Executive has had sufficient opportunity to review the terms of this Agreement and attached Release, and that Executive has voluntarily and knowingly entered into this Agreement. Employer shall not be obligated to provide any Consideration to Executive pursuant to this Agreement in the event Executive elects to rescind/revoke the Release. The Release becomes final and binding on the Parties upon expiration of the rescission/revocation period, provided Executive has not exercised Executive's option to rescind/revoke the Release. Any attempt by Executive to rescind any part of the Release obligates Executive to immediately return all Consideration under this Agreement to counsel for Employer.

16. Legal Counsel and Fees. Except as otherwise provided in this Agreement and the Release, the Parties agree to bear their own costs and attorneys' fees, if any. Executive acknowledges that Employer, by this Agreement, has advised Executive that Executive may consult with an attorney of Executive's choice prior to executing this Agreement and the Release. Executive acknowledges that Executive has had the opportunity to be represented by legal counsel during the negotiation and execution of this Agreement and the Release, and that Executive understands Executive will be fully bound by this Agreement and the Release.

17. Modification. This Agreement may be modified or amended only by a writing signed by both Employer and Executive.

18. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties' respective successors and assigns.

19. Notices. All notices and communications that are required or permitted to be given under this Agreement shall be in writing and shall be sufficient in all respects if given and delivered in person, by electronic mail, by facsimile, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving Party at such Party's address below or to such other address as such Party may have given to the other by notice pursuant to this Section. Notice shall be deemed given (i) on the date of delivery in the case of personal delivery, electronic mail or facsimile, or (ii) on the delivery or refusal date as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

If to Employer: DIAMEDICA USA INC.
 Attention: Chief Executive Officer
 301 Carlson Parkway, Suite 210
 Minneapolis, MN 55305

With a copy to: Amy E. Culbert
 Fox Rothschild LLP
 City Center
 33 South Sixth Street, Suite 3600
 Minneapolis, MN 55402

If to Executive: Kirsten Gruis, M.D.
 400 Walnut Street, Suite 1201
 Des Moines, IA 50309

20. Waivers. No failure or delay by either Party in exercising any right or remedy under this Agreement will waive any provision of this Agreement.

21. Miscellaneous. This Agreement may be executed simultaneously in counterparts, each of which shall be an original, but all of which shall constitute but one and the same agreement.

22. Entire Agreement. Except for any continuing, post-employment, obligations under Exhibit B, or employment related Employer policy, or as otherwise provided in this Agreement, this Agreement, the attached Release, Exhibit B and the Consulting Agreement are the entire Agreement between Employer and Executive relating to Executive's employment and separation. Executive understands that this Agreement and the Release cannot be changed unless it is done in writing and signed by both Employer and Executive.

[Remainder of page intentionally left blank]

EXECUTIVE

/s/ Kirsten Gruis
Kirsten Gruis, M.D.

Dated: 9/3/23 _____, 2023

DIAMEDICA USA INC.

By: /s/ Rick Pauls
Its: President and Chief Executive Officer
Dated: September 3, 2023

RELEASE

- I. Definitions. I, Kirsten Gruis, M.D., intend all words used in this release ("Release") to have their plain meanings in ordinary English. Technical legal words are not needed to describe what I mean. Specific terms I use in this Release have the following meanings:
- A. "I," "Me," and "My" individually and collectively mean Kirsten Gruis, M.D. and anyone who has or obtains or asserts any legal rights or claims through Me or on My behalf.
 - B. "Employer" as used in this Release, shall at all times mean DiaMedica USA Inc. and any affiliates, related or predecessor corporations, parent corporations or subsidiaries, successors and assigns.
 - C. "Released Party" or "Released Parties" as used in this Release, shall at all times mean DiaMedica USA Inc. and its affiliates, related or predecessor corporations, parent corporations, subsidiaries, successors and assigns, present or former officers, directors, shareholders, agents, employees, representatives and attorneys, whether in their individual or official capacities, and its affiliates, related or predecessor corporations, parent corporations or subsidiaries, successors and assigns, present or former officers, directors, shareholders, agents, employees, representatives and attorneys, whether in their individual or official capacities, benefit plans and plan administrators, and insurers, insurers' counsel, whether in their individual or official capacities, and the current and former trustees or administrators of any pension, 401(k), or other benefit plan applicable to the employees or former employees of Employer, in their official and individual capacities.

- D. “My Claims” mean any and all of the actual or potential claims of any kind whatsoever I may have had, or currently may have against Employer or any Released Party, whether known or unknown, that are in any way related to My employment with or separation from employment with Employer, including, but not limited to any claims for: invasion of privacy; breach of written or oral, express or implied, contract; fraud; misrepresentation; violation of the Age Discrimination in Employment Act of 1967 (“ADEA”), 29 U.S.C. § 626, as amended; the Genetic Information Nondiscrimination Act of 2008 (“GINA”), 42 U.S.C. § 2000, et seq., the Older Workers Benefit Protection Act of 1990 (“OWBPA”), 29 U.S.C. § 626(f), Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. § 2000e, et seq., the Americans with Disabilities Act (“ADA”), 29 U.S.C. § 2101, et seq., and as amended (“ADAAA”), the Executive Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C. § 1001, et seq., Equal Pay Act (“EPA”), 29 U.S.C. § 206(d), the Worker Adjustment and Retraining Notification Act (“WARN”), 29 U.S.C. § 2101, et seq., the Family and Medical Leave Act (“FMLA”), 29 U.S.C. § 2601, et seq.; National Labor Relations Act, 29 U.S.C. § 141, et seq., the False Claims Act, 31 U.S.C. § 3729, et seq., Anti-Kickback Statute, 42 U.S.C. § 1320a, et seq., the Minnesota Human Rights Act, Minn. Stat. § 363A.01, et seq., Minn. Stat. § 181, et seq., the Minnesota Whistleblower Act, Minn. Stat. § 181.931, et seq., Minn. Stat. § 176.82, Iowa Civil Rights Act of 1965, Iowa Code Ann. §§ 216.6, et seq.; Iowa Occupational Health and Safety Law, Iowa Code Ann. §§ 88.1, et seq.; Iowa Wage Payment Collection Law, Iowa Code Ann. §§ 91A.1 et seq., or any and all other Minnesota, Iowa, and other state human rights or fair employment practices statutes, administrative regulations, or local ordinances, and any other Minnesota or other federal, state, local or foreign statute, law, rule, regulation, ordinance or order, all as amended. This includes, but is not limited to, claims for violation of any civil rights laws based on protected class status; claims for assault, battery, defamation, intentional or negligent infliction of emotional distress, breach of the covenant of good faith and fair dealing; promissory estoppel; negligence; negligent hiring; retention or supervision; retaliation; constructive discharge; violation of whistleblower protection laws; unjust enrichment; violation of public policy; and, all other claims for unlawful employment practices, and all other common law or statutory claims.
- II. Agreement to Release My Claims. Except as stated in Section V of this Release, I agree to release all My Claims and waive any rights to My Claims. I also agree to withdraw any and all of My charges and lawsuits against Employer; *except that* I may, but am not required to, withdraw or dismiss, or attempt to withdraw or dismiss, any charges that I may have pending against Employer with the Employment Opportunity Commission (“EEOC”) or other civil rights enforcement agency. In exchange for My agreement to release My Claims, I am receiving satisfactory Consideration from Employer to which I am not otherwise entitled by law, contract, or under any Employer policy. The Consideration I am receiving is a full and fair consideration for the release of all My Claims. Employer does not owe Me anything in addition to what I will be receiving according to the Separation Agreement which I have signed.
- III. Unknown Claims. In waiving and releasing any and all actual, potential, or threatened claims against Employer, whether or not now known to me, I understand that this means that if I later discover facts different from or in addition to those facts currently known by me, or believed by me to be true, the waivers and releases of this Release will remain effective in all respects – despite such different or additional facts and my later discovery of such facts, even if I would not have agreed to the Separation Agreement and this Release if I had prior knowledge of such facts.

IV. Confirmation of No Claims, Etc. I am not aware of any other facts, evidence, allegations, claims, liabilities, or demands relating to alleged or potential violations of law that may give rise to any claim or liability on the part of any Released Party under the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, the False Claims Act, the Anti-kickback Statute. I understand that nothing in this Release interferes with My right to file a complaint, charge or report with any law enforcement agency, with the Securities and Exchange Commission (“SEC”) or other regulatory body, or to participate in any manner in an SEC or other governmental investigation or proceeding under any such law, statute or regulation, or to require notification or prior approval by Employer of any such a complaint, charge or report. I understand and agree, however, that I waive My right to recover any whistleblower award under the Securities Exchange Act of 1934, the Sarbanes-Oxley Act of 2002, the Dodd-Frank Wall Street Reform and Consumer Protection Act, or other individual relief in any administrative or legal action whether brought by the SEC or other governmental or law enforcement agency, Me, or any other party, unless and to the extent that such waiver is contrary to law. I agree that the Released Parties reserve any and all defenses which they might have against any such allegations or claims brought by Me or on My behalf. I understand that Employer is relying on My representations in this Release and related Separation Agreement.

V. Exclusions from Release.

- A. The term “Claims” does not include My rights, if any, to claim the following: unemployment insurance benefits; workers compensation benefits; claims for My vested post-termination benefits under any 401(k) or similar retirement benefit plan; My rights to group medical or group dental insurance coverage pursuant to section 4980B of the Internal Revenue Code of 1986, as amended (“COBRA”); My rights to enforce the terms of this Release; or My rights to assert claims that are based on events occurring after this Release becomes effective.
- B. Nothing in this Release interferes with My right to file or maintain a charge with the Equal Employment Opportunity Commission or other local civil rights enforcement agency or participate in any manner in an EEOC or other such agency investigation or proceeding. I, however, understand that I am waiving My right to recover individual relief including, but not limited to, back pay, front pay, reinstatement, attorneys’ fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, Me, or any other party.
- C. Nothing in this Release interferes with My right to challenge the knowing and voluntary nature of this Release under the ADEA and/or OWBPA.

D. I agree that Employer reserves any and all defenses, which it has or might have against any claims brought by Me. This includes, but is not limited to, Employer's right to seek available costs and attorneys' fees as allowed by law, and to have any monetary award granted to Me, if any, reduced by the amount of money that I received in consideration for this Release.

VI. Older Workers Benefit Protection Act. The Older Workers Benefit Protection Act applies to individuals age 40 and older and sets forth certain criteria for such individuals to waive their rights under the Age Discrimination in Employment Act in connection with an exit incentive program or other employment termination program. I understand and have been advised that, if applicable, the above release of My Claims is subject to the terms of the OWBPA. The OWBPA provides that a covered individual cannot waive a right or claim under the ADEA unless the waiver is knowing and voluntary. If I am a covered individual, I acknowledge that I have been advised of this law, and I agree that I am signing this Release voluntarily, and with full knowledge of its consequences. I understand that Employer is giving Me twenty-one (21) days from the date I received a copy of this Release to decide whether I want to sign it. I acknowledge that I have been advised to use this time to consult with an attorney about the effect of this Release. If I sign this Release before the end of the twenty-one (21) day period it will be My personal, voluntary decision to do so, and will be done with full knowledge of My legal rights. I agree that material and/or immaterial changes to the Separation Agreement or this Release will not restart the running of this consideration period. I also acknowledge that the Separation Agreement, this Release and any other attachments or exhibits have each been written in a way that I understand.

VII. Right to Rescind and/or Revoke. I understand that insofar as this Release relates to my rights under the Age Discrimination in Employment Act, it shall not become effective or enforceable until seven (7) days after I sign it. I also have the right to rescind (or revoke) this Release insofar as it extends to potential claims under the ADEA by written notice to Employer within seven (7) calendar days following my signing this Release, and within fifteen (15) calendar days as to waiver of claims under the Minnesota Human Rights Act (the "Rescission Period"). Any such rescission (or revocation) must be in writing and hand-delivered to Employer or, if sent by mail, postmarked within the applicable time period, sent by certified mail, return receipt requested, and addressed as follows:

- A. post-marked within the seven (7) day Rescission Period or, if applicable, fifteen (15) day Rescission Period;
- B. properly addressed to DiaMedica USA Inc., Attention: Chief Executive Officer, 301 Carlson Parkway, Suite 210, Minneapolis, MN 55305; and
- C. sent by certified mail, return receipt requested.

I understand that the Consideration I am receiving for settling and releasing my Claims is contingent upon my agreement to be bound by the terms of this Release. Accordingly, if I decide to revoke this Release as provided herein, I understand that I am not entitled to the Consideration offered in the Separation Agreement. I further understand that if I attempt to revoke my release of ADEA, MHRA or any other claims, I must immediately return to the Employer any Consideration that I may have received under my Separation Agreement.

VIII. I Understand the Terms of this Release. I have had the opportunity to read this Release carefully and understand all its terms. I have had the opportunity to review this Release with My own attorney. In agreeing to sign this Release, I have not relied on any oral statements or explanations made by Employer, including its employees or attorneys. I understand and agree that this Release and the attached Agreement contain all the agreements between Employer and Me. We have no other written or oral agreements.

/s/ Kirsten Gruis
Kirsten Gruis, M.D.

Dated: 9/3/2023, 2023

EXHIBIT B

EXECUTIVE EMPLOYMENT AGREEMENT

EXHIBIT

CONSULTING AGREEMENT