

**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): June 29, 2026

Tenax Therapeutics, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-34600
(Commission
File Number)

26-2593535
(IRS Employer
Identification No.)

101 Glen Lennox Drive, Suite 300
Chapel Hill, North Carolina 27517
(Address of principal executive offices) (Zip Code)

919-855-2100
(Registrant's telephone number, including area code)

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
Common Stock, \$0.0001 par value per share	TENX	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 (17 CFR 230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR 240.12b-2).

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 1.01 Entry into a Material Definitive Agreement.

Supply Agreement

As previously disclosed, pursuant to the License Agreement (as defined below) between Tenax Therapeutics, Inc. (the “Company” or “Tenax”) and Orion Corporation, a Finnish corporation (“Orion”), Orion has the right to be the Company’s primary supplier of orally administered levosimendan product (the “Oral Product”) for development purposes and, if approved, commercial purposes. Orion exercised this option and on June 29, 2026, Tenax and Orion entered into a Supply Agreement (the “Supply Agreement”) governing Orion’s manufacture and supply of the Oral Product, which sets forth forecasting, ordering, delivery, quality, pricing, and non-conforming product provisions and certain alternative manufacturing rights of the Company. The Supply Agreement also includes cost-sharing provisions with respect to scaling up Orion’s manufacturing capabilities.

The Supply Agreement has an initial term of five years from the first delivery of supplied Oral Product, with automatic three-year renewals unless either party provides 24 months’ prior written notice of non-renewal. Either party may terminate the Supply Agreement for the other party’s material breach (subject to a 60-day cure period), insolvency or in connection with a termination of the License Agreement.

The foregoing description of the Supply Agreement is a summary only, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Supply Agreement, a copy of which is intended to be filed as an exhibit to the Company’s upcoming Quarterly Report on Form 10-Q and is incorporated herein by reference.

Sixth Amendment to License Agreement

Concurrently with the Supply Agreement, on June 29, 2026, Tenax and Orion entered into the Sixth Amendment (the “Sixth Amendment”) to the License Agreement, dated September 20, 2013, by and between the Company and Orion, as previously amended October 9, 2020, January 25, 2022, February 19, 2024, October 2, 2024, and September 3, 2025 (as amended, the “License Agreement”).

The Sixth Amendment extends, to December 31, 2035, the date by which regulatory approval for the Product must be obtained in the United States in order to avoid the effectiveness of a termination right for either party based on the failure to achieve such milestone. The Sixth Amendment also requires the Company to comply with certain information and cybersecurity requirements of Orion.

All other terms and conditions of the License Agreement remain in full force and effect.

The foregoing description of the Sixth Amendment is a summary only, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Sixth Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit 10.1* [Sixth Amendment to the License Agreement, dated June 29, 2026, between Tenax Therapeutics, Inc. and Orion Corporation.](#)

Exhibit 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).

* *Certain schedules, exhibits and similar attachments have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish a copy of any omitted schedules to the Securities and Exchange Commission upon request.*

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

TENAX THERAPEUTICS, INC.

Date: June 30, 2026

By: /s/ Christopher T. Giordano

Name: Christopher T. Giordano

Title: President and Chief Executive Officer

**SIXTH AMENDMENT
TO THE LICENSE AGREEMENT OF SEPTEMBER 20, 2013**

This sixth Amendment to the License Agreement of September 20, 2013 (hereinafter referred to as the “Amendment”) is made and executed as of this **29th day of June, 2026** (“Effective Date of Amendment”) by and between

Orion Corporation, Business Identity Code 1999212-6, a company registered under the laws of Finland and having its principal office at Orionintie 1, 02200 Espoo, Finland (hereinafter referred to as “Orion”); and

Tenax Therapeutics, Inc., EIN number 26-2593535, a company registered under the laws of the State of Delaware, and having its principal office at 101 Glen Lennox Drive, Suite 300, Chapel Hill, NC 27517, USA (hereinafter referred to as “Licensee”).

Orion and Licensee are collectively referred to herein as the “Parties” and each individually as a “Party”.

WHEREAS, this Amendment pertains to that certain agreement entitled “License Agreement” between the Parties, dated September 20, 2013, as amended October 9, 2020 (such amendment, the “First Amendment”), January 25, 2022 (such amendment, the “Second Amendment”), February 19, 2024 (such amendment, the “Third Amendment”), October 2, 2024 (such amendment, the “Fourth Amendment”), and September 3, 2025 (such amendment, the “Fifth Amendment”), and subject to that certain letter executed by the Parties on August 6, 2024 (the “Side Letter”); the License Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, and subject to the Side Letter (hereinafter, the “License Agreement”); and

WHEREAS, the Parties now wish, for mutual convenience, to amend the License Agreement regarding the Term of the License Agreement, and to add Orion’s General Information and Cybersecurity Requirements to the scope of the License Agreement.

NOW, THEREFORE, the Parties, in consideration of the premises and of the mutual agreement, covenants and conditions hereinafter set forth, hereby agree and convene as follows:

1 TERMS USED IN THIS AMENDMENT

1.1 Unless otherwise explicitly agreed herein, all capitalized terms used herein shall have the same meaning as given to them under the License Agreement.

2 AMENDMENTS TO THE AGREEMENT

2.1 Section 16.1 (Term) of the License Agreement shall be replaced with the following:

“16.1 Term. This Agreement shall become binding upon the Effective Date and shall continue thereafter in full force and effect, unless terminated sooner pursuant to this Section 16, for ten (10) years after the launch of the Product in the Territory; provided, however, that, to the extent any of the Orion Patent Rights continue in existence in any country in the Territory at the end of such ten (10) year

period, this Agreement shall continue in full force and effect on a country-by-country basis until the expiration of such Orion Patent Rights (the "Term"). For purposes of this Agreement, the Product shall be considered launched upon the occurrence of the first commercial sale of the Product by Licensee to a Third Party in an arm's length transaction following the grant of the Regulatory Approval for the Product in the United States of America by the FDA or in Canada by the relevant Regulatory Authority. However, notwithstanding the foregoing, in the event no Regulatory Approval for the Product has been granted in the United States of America on or before December 31, 2035, either Party shall have the right to terminate this Agreement with immediate effect by notifying the other Party thereof in writing."

- 2.2 Licensee hereby agrees to comply with Orion's General Information and Cybersecurity Requirements (attached hereto as Appendix A, and hereby made part of the License Agreement) in connection with the License Agreement and any other agreements with Orion that are governed by or otherwise subject to the License Agreement.

3 EFFECTIVE DATE

- 3.1 The amendments to the License Agreement agreed upon herein shall become effective as of the Effective Date of Amendment.

4 OTHER PROVISIONS

- 4.1 For the avoidance of doubt it is stated that except for what has been stipulated herein above, all other terms and conditions of the License Agreement will remain unchanged.
- 4.2 The terms and conditions of the License Agreement with regard to the choice of law and dispute resolution will apply to this Amendment.

Balance of page left blank. Signature page follows.

IN WITNESS WHEREOF, the Parties, through their authorized representatives, have executed two (2) identical counterparts of this Amendment.

Orion Corporation

By: /s/ p.p. Satu Ahomäki

Name: p.p. Satu Ahomäki

Title: Executive Vice President

By: /s/ p.p. Patrik Kass

Name: Patrik Kass

Title: Vice President

Tenax Therapeutics, Inc.

By: /s/ Christopher T. Giordano

Name: Christopher T. Giordano

Title: President & CEO

