
**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 29, 2025**

DOGWOOD THERAPEUTICS, INC.

(Exact Name of Registrant as Specified in Charter)

Delaware
(State or other jurisdiction
of incorporation)

001-39811
(Commission
File Number)

85-4314201
(IRS Employer
Identification No.)

44 Milton Avenue
Alpharetta, GA
(Address of Principal Executive Offices)

30009
(Zip Code)

Registrant's Telephone Number, Including Area Code **(866) 620-8655**

(Former Name or Former Address, if Changed Since Last Report) Not Applicable

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, par value \$0.0001	DWTX	Nasdaq Capital Market

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☒ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (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.

Licensing Agreement

On September 29, 2025, Dogwood Therapeutics, Inc. (the “**Company**,” “we,” or “our”) entered into an Exclusive Licensing Agreement (the “**Licensing Agreement**”) with Serpin Pharma Inc. (“**Serpin Pharma**”) and Rejuvenation Labs, Inc. (“**Rejuvenation**” and, together with Serpin Pharma, “**Serpin**”), pursuant to which Serpin granted the Company a royalty-free, sublicensable global license to develop Serpin Pharma’s intravenous formulation of SP16. SP16 is a first-in-class LRP1 agonist which has demonstrated both anti-inflammatory and neural repair activity that has the potential to treat chemotherapy-induced peripheral neuropathy. In consideration of the Licensing Agreement, the Company has agreed to issue 191,017 shares of its common stock, par value \$0.0001 per share (“Common Stock”) and 89,5939 shares of its Series A-2 Non-Voting Convertible Preferred Stock, par value \$0.0001 per share (“Series A-2 Preferred Stock”) to Serpin Pharma and (ii) 191,017 shares of its Common Stock and 89,5939 shares of its Series A-2 Preferred Stock to Rejuvenation, as further described under “Serpin Registration Rights Agreement.”

Tungsten Advisors (through its Broker-Dealer, Finalis Securities LLC) (together with its affiliates, “**Tungsten**”) acted as the financial advisor to the Company in connection with the Combination. As compensation for services rendered by Tungsten, the Company issued to Tungsten and its affiliates and designees an aggregate of 10,8694 shares of Series A-2 Preferred Stock.

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

Serpin Registration Rights Agreement

On September 29, 2025, in connection with the Licensing Agreement, the Company also entered into an Equity Issuance and Registration Rights Agreement (the “**Serpin Registration Rights Agreement**”) with Serpin, whereby the Company agreed to issue (i) 191,017 shares of its Common Stock and 89,5939 shares of Series A-2 Preferred Stock to Serpin Pharma and (ii) 191,017 shares of its Common Stock and 89,5939 shares of its Series A-2 Preferred Stock to Rejuvenation as consideration for Serpin entering into the Licensing Agreement.

Pursuant to the Serpin Registration Rights Agreement, the Company agreed to file a Form S-3 registration statement registering the shares issued under the Serpin Registration Rights Agreement and to use commercially reasonable efforts to cause such registration statement to be declared effective by the Securities and Exchange Commission as soon as practicable after such registration statement is filed. The Company also granted Serpin customary demand registration and indemnification rights and entered into customary issuer covenants.

Reference is made to the discussion of the Series A-2 Preferred Stock and summary of the Certificate of Designation in Item 5.03 of this Current Report on Form 8-K, which is incorporated into this Item 1.01 by reference.

The foregoing description of the Serpin Registration Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Serpin Registration Rights Agreement, a copy of which is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference.

Support Agreements

On September 29, 2025, in connection with the execution of the Licensing Agreement and the Serpin Registration Rights Agreement, the Company entered into stockholder support agreements with (i) Serpin Pharma and Rejuvenation Labs, Inc. (the “**Serpin Support Agreement**”) and (ii) each affiliate of Tungsten holding shares of Common Stock (the “**Tungsten Support Agreements**”). Pursuant to the Serpin Support Agreement, among other things, each Serpin party agreed to vote or cause to be voted all of the shares of Common Stock owned by each of them in favor of the approval of the following matters: (i) for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635 (“**Rule 5635**”), the potential issuance of our Common Stock upon conversion of the Series A Non-Voting Convertible Preferred Stock

(“**Series A Preferred Stock**”), par value \$0.0001 per share (“**Series A Issuance Proposal**”), (ii) for the purposes of complying with the applicable provisions of Rule 5635, the potential issuance of our Common Stock upon conversion of the Series A-1 Non-Voting Convertible Preferred Stock (“**Series A-1 Preferred Stock**”), par value \$0.0001 per share (the “**Series A-1 Issuance Proposal**”), and (iii) the adjournment of the stockholder meeting where the foregoing proposals are being voted upon to a later date or dates, if necessary or appropriate (“**Adjournment Proposal**”). Pursuant to the Tungsten Support Agreements, among other things, Tungsten agreed to vote or cause to be voted all of the shares of Common Stock owned by each of them in favor of the approval of the following matters: (i) the Series A-1 Issuance Proposal, (ii) for the purposes of complying with the applicable provisions of Rule 5635, the potential issuance of our Common Stock upon conversion of the Series A-2 Preferred Stock (the “**Series A-2 Issuance Proposal**”), (iii) if an amendment and restatement of the Company’s current Amended and Restated 2020 Equity Incentive Plan is contemplated (“**Plan Proposal**”) at the stockholder meeting where the foregoing proposals are being voted upon, such Plan Proposal and (iv) the Adjournment Proposal.

On September 29, 2025, we also entered into a support agreement with Sealbond Limited (the “**Sealbond Support Agreement**”) whereby Sealbond Limited agreed to, among other things, vote or cause to be voted all of the shares of Common Stock owned by Sealbond Limited and its affiliates in favor of the approval of the matters contemplated by the Series A-1 Issuance Proposal, the Series A-2 Issuance Proposal, the Plan Proposal, and the Adjournment Proposal.

The foregoing descriptions of the Serpin Support Agreement, the Tungsten Support Agreements, and the Sealbond Support Agreement do not purport to be complete and are qualified in their entirety by reference to the full text of the Serpin Registration Rights Agreement, the Tungsten Support Agreements, and the Sealbond Support Agreement, as applicable, copies of which are filed as Exhibit 10.3, 10.4, and 10.5 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 3.02 Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report is incorporated by reference into this Item 3.02.

Pursuant to the Serpin Registration Rights Agreement, the Company issued shares of Common Stock and Series A-2 Preferred Stock. Such issuances were exempt from the registration requirements of the Securities Act of 1933, as amended (the “**Securities Act**”) in reliance on Section 4(a)(2) of the Securities Act.

The shares of Common Stock and Series A-2 Preferred Stock issued in relation to the Serpin Registration Rights Agreement have not been registered under the Securities Act and none of such Securities may be offered or sold in the United States absent registration or an exemption from registration under the Securities Act and any applicable state securities laws.

Neither this Current Report on Form 8-K nor any of the exhibits attached hereto will constitute an offer to sell or the solicitation of an offer to buy shares of Common Stock, Series A-2 Preferred Stock or any other securities of the Company.

Item 3.03 Material Modification to Rights of Security Holders.

To the extent required by Item 3.03 of Form 8-K, the information contained in Items 3.02 and 5.03 of this Current Report on Form 8-K is incorporated by reference into this Item 3.03.

Item 5.03 Amendments to Articles of Incorporation or Bylaws: Change in Fiscal Year.

On September 29, 2025, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of the Series A-2 Non-Voting Convertible Preferred Stock (the “**Certificate of Designation**”) with the Secretary of State of the State of Delaware in connection with the Serpin Registration Rights Agreement referenced in Item 1.01 above. The Certificate of Designation provides for the designation of shares of the Series A-2 Preferred Stock.

Holders of Series A-2 Preferred Stock are not entitled to receive dividends on shares of Series A-2 Preferred Stock. Except as otherwise required by law, the Series A-2 Preferred Stock does not have voting rights. However, as long as any shares of Series A-2 Preferred Stock are outstanding, the Company will not, without the affirmative vote of the holders of a majority of the then-outstanding shares of the Series A-2 Preferred Stock, (i) alter or change adversely the powers, preferences or rights given to the Series A-2 Preferred Stock or alter or amend the Certificate of Designation, amend or repeal any provision of, or add any provision to, the Charter or Amended and Restated Bylaws of the Company, or file any articles of amendment, certificate of designations, preferences, limitations and relative rights of any series of Preferred Stock, if such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series A-2 Preferred Stock, regardless of whether any of the foregoing actions shall be by means of amendment to the Charter or by merger, consolidation, recapitalization, reclassification, conversion or otherwise, (ii) issue further shares of Series A-2 Preferred Stock, or increase or decrease (other than by conversion) the number of authorized shares of Series A-2 Preferred Stock (iii) prior to the Stockholder Approval (as defined in the Certificate of Designation) or at any time while at least 30% of the originally issued Series A-2 Preferred Stock remains issued and outstanding, consummate either: (A) any Fundamental Transaction (as defined in the Certificate of Designation) or (B) any merger or consolidation of the Company with or into another entity or any stock sale to, or other business combination in which the stockholders of the Company immediately before such transaction do not hold at least a majority of the capital stock of the Company immediately after such transaction, or (iv) enter into any agreement with respect to any of the foregoing.

The Series A-2 Preferred Stock shall rank on parity with the Common Stock as to distributions of assets upon liquidation, dissolution or winding-up of the Company, whether voluntarily or involuntarily.

Following stockholder approval of a Conversion Proposal, each share of Series A-2 Preferred Stock will automatically convert into 10,000 shares of Common Stock, subject to certain limitations provided in the Certificate of Designation, including that the Company shall not affect any conversion of Series A-2 Preferred Stock into shares of Common Stock if, as a result of such conversion, such holder, together with its affiliates, would beneficially own more than a specified percentage of the total number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion (the “Beneficial Ownership Limitation”); provided, however, that the Beneficial Ownership Limitation will not apply after the stockholder approval of a “change of control” under Nasdaq Listing Rules 5110 and 5635(b) and upon the occurrence of certain other events as set forth in the Certificate of Designation.

The foregoing description of the Series A-2 Preferred Stock and Certificate of Designation does not purport to be complete and is qualified in its entirety by reference to the full text of the Certificate of Designation, a copy of which is filed as Exhibit 3.1 to this Current Report on Form 8-K and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

Press Release

On September 29, 2025, the Company issued a press release announcing the transaction described in this Current Report on Form 8-K (the “**Licensing Transaction**”). A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

On September 29, 2025, the Company posted a presentation to its website that may be used by the Company from time to time with investors, analysts, collaborators, vendors or other third parties. A copy of the presentation is furnished as Exhibit 99.2

The information in Item 7.01 of this Current Report on Form 8-K, including the information in the press release and the presentation attached as Exhibit 99.1 and Exhibit 99.2, respectively, to this Current Report on Form 8-K is furnished pursuant to Item 7.01 of Form 8-K and shall not be deemed “filed” for the purposes of Section 18 of the Exchange Act or otherwise subject to the liabilities of that section. Furthermore, the information in Item 7.01 of this Current Report on Form 8-K, shall not be deemed to be incorporated by reference in the filings of the Company under the Securities Act.

Cautionary Note Regarding Forward Looking Statements

This Form 8-K contains “forward-looking statements,” within the meaning of the U.S. Private Securities Litigation Reform Act of 1995 about the future expectations, plans, that involve substantial risks and uncertainties. In some cases, you can identify forward-looking statements by the words “anticipate,” “believe,” “continue,” “could,” “estimate,” “expect,” “intend,” “may,” “might,” “objective,” “ongoing,” “plan,” “predict,” “project,” “potential,” “should,” “will,” or “would,” and or the negative of these terms, or other comparable terminology intended to identify statements about the future. These statements involve known and unknown risks, uncertainties and other factors that may cause our actual results, levels of activity, stock listing, performance or achievements to be materially different from the information expressed or implied by these forward-looking statements, including risks regarding the continued listing of our common stock, the impact of the Licensing Agreement on the price of our common stock, our ability to successfully develop and commercialize SP16, as well as the risks set forth in the Amended Annual Report on Form 10-K for the year ended December 31, 2024 and the Company’s quarterly report on Form 10-Q for the quarterly period ended June 30, 2025, which are filed with the Securities and Exchange Commission. Although we believe that we have a reasonable basis for each forward-looking statement contained in this Form 8-K, we caution you that these statements are based on a combination of facts and factors currently known by us and our expectations of the future, about which we cannot be certain.

No Offer or Solicitation; Important Information About the Combination and Where to Find It

This Current Report on Form 8-K is not a proxy statement or solicitation of a proxy, consent or authorization with respect to any securities or in respect of the Licensing Transaction and shall not constitute an offer to sell, or a solicitation of an offer to buy, the securities of the Company nor shall there be any sale of any such securities in any state or jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such state or jurisdiction. No offer of securities shall be made, except by means of a prospectus meeting the requirements of Section 10 of the Securities Act or an exemption therefrom.

The Company expects to file a proxy statement with the SEC relating to the Series A Issuance Proposal, Series A-1 Issuance Proposal, the Series A-2 Issuance Proposal, the Plan Proposal and the Adjournment Proposal (the “**Meeting Proposals**”). The definitive proxy statement will be sent to all Company stockholders. Before making any voting decision, investors and security holders of the Company are urged to read the proxy statement and all other relevant documents filed or that will be filed with the SEC in connection with the Meeting Proposals as they become available because they will contain important information about the License Agreement and related transactions and the Meeting Proposals to be voted upon. Investors and security holders will be able to obtain free copies of the proxy statement and all other relevant documents filed or that will be filed with the SEC by the Company through the website maintained by the SEC at www.sec.gov.

Participants in Solicitation

The Company, Serpin, and their respective directors, executive officers, and employees may be deemed to be participants in the solicitation of proxies in respect of the Licensing Transaction. Information regarding the Company’s directors and executive officers is available in the Company’s Definitive Proxy Statement filed with the SEC on April 30, 2025 under “Proposal 1: Election of Directors.” Information regarding the persons who may, under the rules of the SEC, be deemed participants in the proxy solicitation and a description of their direct and indirect interests, by security holdings or otherwise, will be contained in the proxy statement and other relevant materials to be filed with the SEC when they become available.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	<u>Certificate of Designation of Series A-2 Non-Voting Convertible Preferred Stock of Dogwood Therapeutics, Inc., dated September 29, 2025</u>
10.1	<u>Exclusive License Agreement, dated September 29, 2025, by and between Dogwood Therapeutics, Inc. and Serpin Pharma, Inc.</u>
10.2*	<u>Equity Issuance and Registration Rights Agreement, dated September 29, 2025, by and between Dogwood Therapeutics, Inc., Serpin Pharma, Inc. and Rejuvenation Labs, Inc.</u>
10.3	<u>Serpin Support Agreement.</u>
10.4	<u>Form of Tungsten Support Agreement.</u>
10.5	<u>Sealbond Support Agreement.</u>
99.1	<u>Press Release of Dogwood Therapeutics, Inc., dated September 29, 2025 (furnished herewith).</u>
99.2	<u>Presentation, dated September 29, 2025 (furnished herewith).</u>
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

* Exhibit omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company agrees to furnish supplementally a copy of such omitted exhibit 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.

DOGWOOD THERAPEUTICS, INC.

By: /s/ Angela Walsh

Name: Angela Walsh

Title: Chief Financial Officer, Corporate Secretary and Treasurer

September 29, 2025

DOGWOOD THERAPEUTICS, INC.
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES A-2 NON-VOTING CONVERTIBLE PREFERRED STOCK

Pursuant to Section 151 of the
General Corporation Law of the State of Delaware

THE UNDERSIGNED DOES HEREBY CERTIFY, on behalf of Dogwood Therapeutics, Inc., a Delaware corporation (the “**Corporation**”), that the following resolution was duly adopted by the Board of Directors of the Corporation (the “**Board of Directors**”), in accordance with the provisions of Section 151 of the General Corporation Law of the State of Delaware (the “**DGCL**”), pursuant to the written consent of the Board of Directors executed on September 26, 2025, which resolution provides for the creation of a series of the Corporation’s Preferred Stock, par value \$0.0001 per share, which is designated as “Series A-2 Non-Voting Convertible Preferred Stock,” with the preferences, rights and limitations set forth therein relating to dividends, conversion, redemption, dissolution and distribution of assets of the Corporation.

WHEREAS: the Certificate of Incorporation of the Corporation, as amended (the “**Certificate of Incorporation**”), provides for a class of its authorized stock known as Preferred Stock, consisting of 2,000,000 shares, \$0.0001 par value per share (the “**Preferred Stock**”), issuable from time to time in one or more series.

RESOLVED: that, pursuant to authority conferred upon the Board of Directors by the Certificate of Incorporation, (i) a series of Preferred Stock of the Corporation be, and hereby is authorized by the Board of Directors, (ii) the Board of Directors hereby authorizes the issuance of 190.0572 shares of “Series A-2 Non-Voting Convertible Preferred Stock” pursuant to the terms of the Licensing Agreement, dated as of the date hereof, by and among the Corporation and Serpin Pharma, Inc., a Delaware corporation, and (iii) the Board of Directors hereby fixes the designations, powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations or restrictions thereof, of such shares of Preferred Stock, in addition to any provisions set forth in the Certificate of Incorporation that are applicable to the Preferred Stock of all classes and series, as follows:

TERMS OF SERIES A-2 NON-VOTING CONVERTIBLE PREFERRED STOCK

1. Definitions. For the purposes hereof, the following terms shall have the following meanings:
“**Business Day**” means any day other than a Saturday, Sunday or other day on which banks in New York, NY, are authorized or obligated by Law to be closed.

“**Buy-In**” shall have the meaning set forth in Section 5.5.3.

“**Closing Sale Price**” means, for any security as of any date, the last closing trade price for such security immediately prior to 4:00 p.m., New York City time, on the principal Trading Market where such security is listed or traded, as reported by Bloomberg, L.P. (or an equivalent, reliable reporting service), or if the foregoing do not apply, the last trade price of such security in the over-the-counter market on the electronic bulletin board for such security as reported by Bloomberg, L.P., or, if no last trade price is reported for such security by Bloomberg, L.P., the average of the bid prices of any market makers for such security as reported on the OTC Pink Market by OTC Markets Group, Inc. If the Closing Sale Price cannot be calculated for a security on a particular date on any of the foregoing bases, the Closing Sale Price of such security on such date shall be the fair market value as determined in good faith by the Board of Directors of the Corporation.

“**Commission**” means the United States Securities and Exchange Commission.

“**Common Stock**” means the Corporation’s common stock, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

“**Common Stock Equivalents**” means any securities of the Corporation or its subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

“**Conversion Shares**” means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series A-2 Non-Voting Preferred Stock in accordance with the terms hereof.

“**Exchange Act**” means the Securities Exchange Act of 1934.

“**Holder**” means a holder of shares of Series A-2 Non-Voting Preferred Stock.

“**Person**” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“**Trading Day**” means a day on which the principal Trading Market is open for business.

“**Trading Market**” means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

2. Designation, Amount and Par Value. The series of Preferred Stock shall be designated as the Corporation’s Series A-2 Non-Voting Convertible Preferred Stock (the “**Series A-2 Non-Voting Preferred Stock**”) and the number of shares so designated shall be 190.0572. Each share of Series A-2 Non-Voting Preferred Stock shall have a par value of \$0.0001 per share.

3. Voting Rights.

3.1 Except as otherwise provided herein or as otherwise required by the DGCL, the Series A-2 Non-Voting Preferred Stock shall have no voting rights. However, as long as any shares of Series A-2 Non-Voting Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the holders of a majority of the then outstanding shares of the Series A-2 Non-Voting Preferred Stock: (i) alter or change adversely the powers, preferences or rights given to the Series A-2 Non-Voting Preferred Stock or alter or amend this Certificate of Designation, amend or repeal any provision of, or add any provision to, the Certificate of Incorporation or Amended and Restated Bylaws of the Corporation, or file any articles of amendment, certificate of designations, preferences, limitations and relative rights of any series of Preferred Stock, if such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series A-2 Non-Voting Preferred Stock, regardless of whether any of the foregoing actions shall be by means of amendment to the Certificate of Incorporation or by merger, consolidation, recapitalization, reclassification, conversion or otherwise, (ii) issue further shares of Series A-2 Non-Voting Preferred Stock or increase or decrease (other than by conversion) the number of authorized shares of Series A-2 Non-Voting Preferred Stock, (iii) prior to the Stockholder Approval (as defined below) or at any time while at least 30% of the originally issued Series A-2 Non-Voting Preferred Stock remains issued and outstanding, consummate either: (A) any Fundamental Transaction (as defined below) or (B) any merger or consolidation of the Corporation with or into another entity or any stock sale to, or other business combination in which the stockholders of the Corporation immediately before such transaction do not hold at least a majority of the capital stock of the Corporation immediately after such transaction or (iv) enter into any agreement with respect to any of the foregoing. Holders of shares of Common Stock acquired upon the conversion of shares of Series A-2 Non-Voting Preferred Stock shall be entitled to the same voting rights as each other holder of Common Stock, except that such holders may not vote such shares upon the proposal for Stockholder Approval in accordance with Rule 5635 of the listing rules of The Nasdaq Stock Market LLC.

3.2 Any vote required or permitted under Section 3.1 may be taken at a meeting of the Holders or through the execution of an action by written consent in lieu of such meeting, provided that the consent is executed by Holders representing at least a majority of the outstanding shares of Series A-2 Non-Voting Preferred Stock.

4. Rank; Liquidation.

4.1 The Series A-2 Non-Voting Preferred Stock shall rank on parity with the Common Stock as to distributions of assets upon liquidation, dissolution or winding up of the Corporation, whether voluntarily or involuntarily.

4.2 Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "**Liquidation**"), each Holder shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation the same amount that a holder of Common Stock would receive if the Series A-2 Non-Voting Preferred Stock were fully converted (disregarding for such purpose any Beneficial Ownership Limitations) to Common Stock which amounts shall be paid *pari passu* with all holders of Common Stock, plus an additional amount equal to any dividends accrued on but unpaid to such shares. If, upon any such Liquidation, the assets of the Corporation shall be insufficient to pay the Holders of shares of the Series A-2 Non-Voting Preferred Stock the amount required under the preceding sentence, then all remaining assets of the Corporation shall be distributed ratably to the Holders, the holders of the Company's

Series A Non-Voting Preferred Stock and the holders of Common Stock in accordance with the respective amounts that would be payable on all such securities if all amounts payable thereon were paid in full. For the avoidance of any doubt, a Fundamental Transaction shall not be deemed a Liquidation unless the Corporation or the Board of Directors expressly declares that such Fundamental Transaction shall be treated as if it were a Liquidation.

5. Conversion.

5.1 Automatic Conversion on Stockholder Approval. Effective as of 5:00 p.m. Eastern time on the third Business Day after the date that the Corporation's stockholders approve the conversion of the Series A-2 Non-Voting Preferred Stock into shares of Common Stock in accordance with the listing rules of the Nasdaq Stock Market (the "**Stockholder Approval**"), each share of Series A-2 Non-Voting Preferred Stock then outstanding shall automatically convert into a number of shares of Common Stock equal to the Conversion Ratio (as defined below), subject to the Beneficial Ownership Limitation in accordance with Section 5.4 below) (the "**Automatic Conversion**"). In determining the application of the Beneficial Ownership Limitations solely with respect to the Automatic Conversion, subject to Section 5.4, the Corporation shall calculate beneficial ownership for each Holder assuming beneficial ownership by such Holder of: (x) the number of shares of Common Stock issuable to such Holder in such Automatic Conversion, plus (y) any additional shares of Common Stock for which a Holder has provided the Corporation with prior written notice of beneficial ownership within 30 days prior to the date of Stockholder Approval (a "**Beneficial Ownership Statement**") and assuming the conversion of all shares of Series A-2 Non-Voting Preferred Stock less the aggregate number of shares of Series A-2 Non-Voting Preferred Stock that will not convert into shares of Common Stock on account of the application of any applicable Beneficial Ownership Limitations. If a Holder fails to provide the Corporation with a Beneficial Ownership Statement within 30 days prior to the date of Stockholder Approval, then the Corporation, following prior written notice to the Holder, shall be entitled to presume the Holder's beneficial ownership of Common Stock (excluding the Conversion Shares) to be zero. The shares of Series A-2 Non-Voting Preferred Stock that are converted in the Automatic Conversion are referred to as the "**Converted Stock**". The Conversion Shares shall be issued as follows:

5.1.1 Converted Stock that is registered in book entry form shall be automatically cancelled upon the Automatic Conversion and converted into the corresponding Conversion Shares, which shares shall be issued in book entry form and without any action on the part of the Holders and shall be delivered to the Holders within two Business Days of the effectiveness of the Automatic Conversion.

5.1.2 Converted Stock that is issued in certificated form shall be deemed converted into the corresponding Conversion Shares on the date of Automatic Conversion and the Holder's rights as a holder of such shares of Converted Stock shall cease and terminate on such date, excepting only the right to receive the Conversion Shares upon the Holder tendering to the Corporation (or its designated agent) the stock certificate(s) (duly endorsed) representing such certificated Converted Stock.

5.1.3 Notwithstanding the cancellation of the Converted Stock upon the Automatic Conversion, Holders of Converted Stock shall continue to have any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the Holder

shall retain all of its rights and remedies for the Corporation's failure to convert the Converted Stock.

5.2 Conversion at Option of Holder. Subject to Section 5.1, and Section 5.4, each share of Series A-2 Non-Voting Preferred Stock then outstanding shall be convertible, at any time and from time to time following 5:00 p.m. Eastern time on the third Business Day after the date that the Stockholder Approval is obtained by the Corporation, at the option of the Holder thereof, into a number of shares of Common Stock equal to the Conversion Ratio, subject to any applicable Beneficial Ownership Limitation (each, an "**Optional Conversion**"). Holders shall effect conversions by providing the Corporation with the form of conversion notice attached hereto as **Annex A** (a "**Notice of Conversion**"), duly completed and executed. Provided the Corporation's transfer agent is participating in the Depository Trust Company ("**DTC**") Fast Automated Securities Transfer program, the Notice of Conversion may specify, at the Holder's election, whether the applicable Conversion Shares shall be credited to the account of the Holder's prime broker with DTC through its Deposit Withdrawal Agent Commission system (a "**DWAC Delivery**"). The date on which an Optional Conversion shall be deemed effective (the "**Conversion Date**") shall be the Trading Day that the Notice of Conversion, completed and executed, is sent via email to, and received during regular business hours by, the Corporation; provided, that the original certificate(s) (if any) representing such shares of Series A-2 Non-Voting Preferred Stock being converted, duly endorsed, and the accompanying Notice of Conversion, are received by the Corporation within two (2) Trading Days thereafter. In all other cases, the Conversion Date shall be defined as the Trading Day on which the original certificate(s) (if any) representing such shares of Series A-2 Non-Voting Preferred Stock being converted, duly endorsed, and the accompanying Notice of Conversion, are received by the Corporation. The calculations set forth in the Notice of Conversion shall control in the absence of manifest or mathematical error.

5.3 Conversion Ratio. The "**Conversion Ratio**" for each share of Series A-2 Non-Voting Preferred Stock shall be 10,000 shares of Common Stock issuable upon the conversion (the "**Conversion**") of each share of Series A-2 Non-Voting Preferred Stock, subject to adjustment as provided herein.

5.4 Beneficial Ownership Limitation. The Corporation shall not effect any conversion of any share of Series A-2 Non-Voting Preferred Stock, including pursuant to Section 5.1, and a Holder shall not have the right to convert any portion of the Series A-2 Non-Voting Preferred Stock pursuant to Section 5.2, to the extent that, after giving effect to such attempted conversion set forth on an applicable Notice of Conversion with respect to the Series A-2 Preferred Stock, such Holder (or any of such Holder's affiliates or any other Person who would be a beneficial owner of Common Stock beneficially owned by the Holder for purposes of Section 13(d) of the Exchange Act and the applicable rules and regulations of the Commission, including any "group" of which the Holder is a member (the foregoing, "**Attribution Parties**")) would beneficially own a number of shares of Common Stock in excess of the Beneficial Ownership Limitation. For purposes of the foregoing sentence, the aggregate number of shares of Common Stock beneficially owned by such Holder and its Attribution Parties shall include the number of shares of Common Stock issuable upon conversion of the Series A-2 Non-Voting Preferred Stock subject to the Notice of Conversion or the Automatic Conversion, as applicable, with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which are issuable upon (A) conversion of the remaining, unconverted Series A-2 Non-Voting Preferred Stock beneficially owned by such Holder or any of its Attribution Parties, and (B)

exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation (including any warrants) beneficially owned by such Holder or any of its Attribution Parties that are subject to and would exceed a limitation on conversion or exercise similar to the limitation contained herein. Except as set forth in the preceding sentence, for purposes of this Section 5.4, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the applicable rules and regulations of the Commission, and the terms “beneficial ownership” and “beneficially own” have the meanings ascribed to such terms therein. In addition, for purposes hereof, “group” has the meaning set forth in Section 13(d) of the Exchange Act and the applicable rules and regulations of the Commission. For purposes of this Section 5.4, in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as stated in the most recent of the following: (A) the Corporation’s most recent periodic or annual filing with the Commission, as the case may be, (B) a more recent public announcement by the Corporation that is filed with the Commission, or (C) a more recent notice by the Corporation or the Corporation’s transfer agent to the Holder setting forth the number of shares of Common Stock then outstanding. Upon the written request of a Holder (which may be by email), the Corporation shall, within two (2) Trading Days thereof, confirm in writing to such Holder (which may be via email) the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to any actual conversion or exercise of securities of the Corporation, including shares of Series A-2 Non-Voting Preferred Stock, by such Holder or its Attribution Parties since the date as of which such number of outstanding shares of Common Stock was last publicly reported or confirmed to the Holder. The “**Beneficial Ownership Limitation**” shall initially be set at 19.9% for each Holder and its Attribution Parties and may be adjusted at the discretion of the Holder to a percentage above 4.9% of the number of shares of Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock pursuant to the Automatic Conversion or such Notice of Conversion (as applicable), to the extent permitted by this Section 5.4. The Corporation shall be entitled to rely on representations made to it by the Holder in any Notice of Conversion regarding its Beneficial Ownership Limitation. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company.

5.5 Mechanics of Conversion.

5.5.1 Delivery of Certificate or Electronic Issuance. Upon Conversion not later than two (2) Trading Days after the applicable Conversion Date, or if the Holder requests the issuance of physical certificate(s), two (2) Trading Days after receipt by the Corporation of the original certificate(s) representing such shares of Series A-2 Non-Voting Preferred Stock being converted, duly endorsed, and the accompanying Notice of Conversion (the “**Share Delivery Date**”), the Corporation shall either: (a) deliver, or cause to be delivered, to the converting Holder a physical certificate or certificates representing the number of Conversion Shares being acquired upon the conversion of shares of Series A-2 Non-Voting Preferred Stock, or (b) in the case of a DWAC Delivery (if so requested by the Holder), electronically transfer such Conversion Shares by crediting the account of the Holder’s prime broker with DTC through its DWAC system. If in the case of any Notice of Conversion such certificate or certificates for the Conversion Shares are not delivered to or as directed by or, in the case of a DWAC Delivery, such shares are not electronically delivered to or as directed by, the applicable Holder by the Share Delivery Date, the applicable Holder shall be entitled to elect to rescind such Notice of Conversion by written notice

to the Corporation at any time on or before its receipt of such certificate or certificates for Conversion Shares or electronic receipt of such shares, as applicable, in which event the Corporation shall promptly return to such Holder any original Series A-2 Non-Voting Preferred Stock certificate delivered to the Corporation and such Holder shall promptly return to the Corporation any Common Stock certificates or otherwise direct the return of any shares of Common Stock delivered to the Holder through the DWAC system, representing the shares of Series A-2 Non-Voting Preferred Stock unsuccessfully tendered for conversion to the Corporation, and for all purposes the conversion shall not be deemed to have occurred.

5.5.2 Obligation Absolute. Subject to Section 5.4 and subject to Holder's right to rescind a Notice of Conversion pursuant to Section 5.5.1, the Corporation's obligation to issue and deliver the Conversion Shares upon conversion of Series A-2 Non-Voting Preferred Stock in accordance with the terms hereof are absolute and unconditional, irrespective of any action or inaction by a Holder to enforce the same, any waiver or consent with respect to any provision hereof, the recovery of any judgment against any Person or any action to enforce the same, or any setoff, counterclaim, recoupment, limitation or termination, or any breach or alleged breach by such Holder or any other Person of any obligation to the Corporation or any violation or alleged violation of law by such Holder or any other Person, and irrespective of any other circumstance which might otherwise limit such obligation of the Corporation to such Holder in connection with the issuance of such Conversion Shares. Subject to Section 5.4 and subject to Holder's right to rescind a Notice of Conversion pursuant to Section 5.5.1, in the event a Holder shall elect to convert any or all of its Series A-2 Non-Voting Preferred Stock, the Corporation may not refuse conversion based on any claim that such Holder or anyone associated or affiliated with such Holder has been engaged in any violation of law, agreement or for any other reason, unless an injunction from a court, on notice to Holder, restraining and/or enjoining conversion of all or part of the Series A-2 Non-Voting Preferred Stock of such Holder shall have been sought and obtained by the Corporation, and the Corporation posts a surety bond for the benefit of such Holder in the amount of 150% of the value of the Conversion Shares into which would be converted the Series A-2 Non-Voting Preferred Stock which is subject to such injunction, which bond shall remain in effect until the completion of arbitration/litigation of the underlying dispute and the proceeds of which shall be payable to such Holder to the extent it obtains judgment. In the absence of such injunction, the Corporation shall, subject to Section 5.4 and subject to Holder's right to rescind a Notice of Conversion pursuant to Section 5.5.1, issue Conversion Shares upon a properly noticed conversion.

5.5.3 Buy-In on Failure to Timely Deliver Certificates. If the Corporation fails to deliver to a Holder the applicable certificate or certificates or to effect a DWAC Delivery, as applicable, by the Share Delivery Date pursuant to Section 5.5.1 (other than a failure caused by materially incorrect or incomplete information provided by Holder to the Corporation or the application of the Beneficial Ownership Limitation), and if after such Share Delivery Date such Holder is required by its brokerage firm to purchase (in an open market transaction or otherwise), or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by such Holder of the Conversion Shares which such Holder was entitled to receive upon the conversion relating to such Share Delivery Date (a "**Buy-In**"), then the Corporation shall (A) pay in cash to such Holder (in addition to any other remedies available to or elected by such Holder) the amount by which (x) such Holder's total purchase price (including any brokerage commissions) for the shares of Common Stock so purchased exceeds (y) the product of

(1) the aggregate number of shares of Common Stock that such Holder was entitled to receive from the conversion at issue multiplied by (2) the actual sale price at which the sell order giving rise to such purchase obligation was executed (including any brokerage commissions) and (B) at the option of such Holder, either reissue (if surrendered) the shares of Series A-2 Non-Voting Preferred Stock equal to the number of shares of Series A-2 Non-Voting Preferred Stock submitted for conversion or deliver to such Holder the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 5.5.1. For example, if a Holder purchases shares of Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted conversion of shares of Series A-2 Non-Voting Preferred Stock with respect to which the actual sale price (including any brokerage commissions) giving rise to such purchase obligation was a total of \$10,000 under clause (A) of the immediately preceding sentence, the Corporation shall be required to pay such Holder \$1,000. The Holder shall provide the Corporation written notice, within three (3) Trading Days after the occurrence of a Buy-In, indicating the amounts payable to such Holder in respect of such Buy-In together with applicable confirmations and other evidence reasonably requested by the Corporation. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Corporation's failure to timely deliver certificates representing shares of Common Stock upon conversion of the shares of Series A-2 Non-Voting Preferred Stock as required pursuant to the terms hereof; provided, however, that the Holder shall not be entitled to both (i) require the reissuance of the shares of Series A-2 Non-Voting Preferred Stock submitted for conversion for which such conversion was not timely honored and (ii) receive the number of shares of Common Stock that would have been issued if the Corporation had timely complied with its delivery requirements under Section 5.5.1.

5.5.4 Reservation of Shares Issuable Upon Conversion The Corporation covenants that at all times it will reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series A-2 Non-Voting Preferred Stock, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holders of the Series A-2 Non-Voting Preferred Stock, not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments of Section 6) upon the conversion of all outstanding shares of Series A-2 Non-Voting Preferred Stock. The Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and non-assessable.

5.5.5 Fractional Shares No fractional shares of Common Stock shall be issued upon conversion of the Series A-2 Non-Voting Preferred Stock, no certificates or scrip for any such fractional shares shall be issued and no cash shall be paid for any such fractional shares. Any fractional shares of Common Stock that a Holder of Series A-2 Non-Voting Preferred Stock would otherwise be entitled to receive shall be aggregated with all fractional shares of Common Stock issuable to such Holder and any remaining fractional shares shall be rounded up to the nearest whole share. Whether or not fractional shares would be issuable upon such conversion shall be determined on the basis of the total number of shares of Series A-2 Non-Voting Preferred Stock the Holder is at the time converting into Common Stock and the aggregate number of shares of Common Stock issuable upon such conversion.

5.5.6 Transfer Taxes The issuance of certificates for shares of the Common Stock upon conversion of the Series A-2 Non-Voting Preferred Stock shall be made

without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such certificates, provided that the Corporation shall not be required to pay any tax that may be payable in respect of any transfer involved in the issuance and delivery of any such certificate upon conversion in a name other than that of the registered Holder(s) of such shares of Series A-2 Non-Voting Preferred Stock and the Corporation shall not be required to issue or deliver such certificates unless or until the Person or Persons requesting the issuance thereof shall have paid to the Corporation the amount of such tax or shall have established to the satisfaction of the Corporation that such tax has been paid.

5.6 Status as Stockholder. Upon each Conversion Date, (i) the shares of Series A-2 Non-Voting Preferred Stock being converted shall be deemed converted into shares of Common Stock and (ii) the Holder's rights as a holder of such converted shares of Series A-2 Non-Voting Preferred Stock shall cease and terminate, excepting only the right to receive certificates for such shares of Common Stock and to any remedies provided herein or otherwise available at law or in equity to such Holder because of a failure by the Corporation to comply with the terms of this Certificate of Designation. In all cases, the Holder shall retain all of its rights and remedies for the Corporation's failure to convert Series A-2 Non-Voting Preferred Stock. In no event shall the Series A-2 Non-Voting Preferred Stock convert into shares of Common Stock prior to the Stockholder Approval.

6. Certain Adjustments.

6.1 Stock Dividends and Stock Splits. If the Corporation, at any time while this Series A-2 Non-Voting Preferred Stock is outstanding: (A) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of this Series A-2 Non-Voting Preferred Stock) with respect to the then outstanding shares of Common Stock; (B) subdivides outstanding shares of Common Stock into a larger number of shares; or (C) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, then the Conversion Ratio shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding any treasury shares of the Corporation) outstanding immediately after such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately before such event (excluding any treasury shares of the Corporation). Any adjustment made pursuant to this Section 6.1 shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision or combination.

6.2 Fundamental Transaction. If, at any time while this Series A-2 Non-Voting Preferred Stock is outstanding, (A) the Corporation effects any merger or consolidation of the Corporation with or into another Person or any stock sale to, or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, share exchange or scheme of arrangement) with or into another Person, (B) the Corporation effects any sale, lease, transfer or exclusive license of all or substantially all of its assets in one transaction or a series of related transactions, (C) any tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which more than 20% of the Common Stock not held by the Corporation or such Person is exchanged for or converted into other securities, cash or property, or (D) the Corporation effects any reclassification of the Common Stock or any compulsory share exchange pursuant (other than as a result of a dividend, subdivision or combination covered by

Section 6.1) to which the Common Stock is effectively converted into or exchanged for other securities, cash or property (in any such case, a “**Fundamental Transaction**”), then, upon any subsequent conversion of this Series A-2 Non-Voting Preferred Stock the Holders shall have the right to receive, in lieu of the right to receive Conversion Shares, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the same kind and amount of securities, cash or property as it would have been entitled to receive upon the occurrence of such Fundamental Transaction if it had been, immediately prior to such Fundamental Transaction, the holder of one share of Common Stock (the “**Alternate Consideration**”). For purposes of any such subsequent conversion, the determination of the Conversion Ratio shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holders shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Series A-2 Non-Voting Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new certificate of designations at the effective time of such Fundamental Transaction, with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders’ right to convert such preferred stock into Alternate Consideration. The terms of any agreement to which the Corporation is a party and pursuant to which a Fundamental Transaction is effected shall include terms requiring any such successor or surviving entity to comply with the provisions of this Section 6.2 and insuring that this Series A-2 Non-Voting Preferred Stock (or any such replacement security) will be similarly adjusted upon any subsequent transaction analogous to a Fundamental Transaction. The Corporation shall cause to be delivered to each Holder, at its last address as it shall appear upon the stock books of the Corporation, written notice of any Fundamental Transaction at least 20 calendar days prior to the date on which such Fundamental Transaction is expected to become effective or close.

6.3 Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 6.1 above, if at any time the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the “**Purchase Rights**”), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder’s Series A-2 Non-Voting Preferred Stock (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, to the extent that the Holder’s right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until

such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation.

6.4 Pro Rata Distributions. During such time as this Series A-2 Non-Voting Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a “**Distribution**”), at any time after the issuance of this Series A-2 Non-Voting Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Series A-2 Non-Voting Preferred Stock (without regard to any limitations on conversion hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, to the extent that the Holder’s right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

6.5 Calculations. All calculations under this Section 6 shall be made to the nearest cent or the nearest 1/10,000th of a share, as the case may be. For purposes of this Section 6, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

7. Redemption. The shares of Series A-2 Non-Voting Preferred Stock shall not be redeemable; provided, however, that the foregoing shall not limit the ability of the Corporation to purchase or otherwise deal in such shares to the extent otherwise permitted by law.

8. Transfer. A Holder may transfer any shares of Series A-2 Non-Voting Preferred Stock together with the accompanying rights set forth herein, held by such holder without the consent of the Corporation; provided that such transfer is in compliance with applicable securities laws. The Corporation shall in good faith (a) do and perform, or cause to be done and performed, all such further acts and things, and (b) execute and deliver all such other agreements, certificates, instruments and documents, in each case, as any holder of Series A-2 Non-Voting Preferred Stock may reasonably request in order to carry out the intent and accomplish the purposes of this Section 8. The transferee of any shares of Series A-2 Non-Voting Preferred Stock shall be subject to the Beneficial Ownership Limitation applicable to the transferor as of the time of such transfer.

9. Series A-2 Non-Voting Preferred Stock Register. The Corporation shall maintain at its principal executive offices (or such other office or agency of the Corporation as it may designate by notice to the Holders in accordance with Section 10), a register for the Series A-2 Non-Voting Preferred Stock, in which the Corporation shall record (a) the name, address, and

electronic mail address of each holder in whose name the shares of Series A-2 Non-Voting Preferred Stock have been issued and (b) the name, address, and electronic mail address of each transferee of any shares of Series A-2 Non-Voting Preferred Stock. The Corporation may deem and treat the registered Holder of shares of Series A-2 Non-Voting Preferred Stock as the absolute owner thereof for the purpose of any conversion thereof and for all other purposes. The Corporation shall keep the register open and available at all times during business hours for inspection by any holder of Series A-2 Non-Voting Preferred Stock or his, her or its legal representatives.

10. Notices. Any notice required or permitted by the provisions of this Certificate of Designation to be given to a Holder of shares of Series A-2 Non-Voting Preferred Stock shall be mailed, postage prepaid, to the post office address last shown on the records of the Corporation, or given by electronic communication in compliance with the provisions of the Delaware General Corporation Law, and shall be deemed sent upon such mailing or electronic transmission.

11. Book-Entry; Certificates. The Series A-2 Non-Voting Preferred Stock will be issued in book-entry form; provided that, if a Holder requests that such Holder's shares of Series A-2 Non-Voting Preferred Stock be issued in certificated form, the Corporation will instead issue a stock certificate to such Holder representing such Holder's shares of Series A-2 Non-Voting Preferred Stock. To the extent that any shares of Series A-2 Non-Voting Preferred Stock are issued in book-entry form, references herein to "certificates" shall instead refer to the book-entry notation relating to such shares.

12. Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders, other than as expressly set forth herein. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation. Any waiver by the Corporation or a Holder must be in writing. Notwithstanding any provision in this Certificate of Designation to the contrary, any provision contained herein and any right of the Holders of Series A-2 Non-Voting Preferred Stock granted hereunder may be waived as to all shares of Series A-2 Non-Voting Preferred Stock (and the Holders thereof) upon the written consent of the Holders of not less than a majority of the shares of Series A-2 Non-Voting Preferred Stock then outstanding, provided, however, that the Beneficial Ownership Limitation applicable to a Holder, and any provisions contained herein that are related to such Beneficial Ownership Limitation, cannot be modified, waived or terminated without the consent of such Holder, provided further, that any proposed waiver that would, by its terms, have a disproportionate and materially adverse effect on any Holder shall require the consent of such Holder(s).

13. Severability. Whenever possible, each provision hereof shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision hereof is held to be prohibited by or invalid under applicable law, then such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating or otherwise adversely affecting the remaining provisions hereof.

14. Status of Converted Series A-2 Non-Voting Preferred Stock. If any shares of Series A-2 Non-Voting Preferred Stock shall be converted or redeemed by the Corporation, such shares

shall, to the fullest extent permitted by applicable law, be retired and cancelled upon such acquisition, and shall not be reissued as a share of Series A-2 Non-Voting Preferred Stock. Any share of Series A-2 Non-Voting Preferred Stock so acquired shall, upon its retirement and cancellation, and upon the taking of any action required by applicable law, resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series A-2 Non-Voting Preferred Stock.

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IN WITNESS WHEREOF, Dogwood Therapeutics, Inc. has caused this Certificate of Designation of Preferences, Rights and Limitations of Series A-2 Non-Voting Convertible Preferred Stock to be duly executed by its Chief Executive Officer on September 29, 2025.

DOGWOOD THERAPEUTICS, INC.

By: /s/ Greg Duncan

Name: Greg Duncan

Title: Chief Executive Officer

ANNEX A

NOTICE OF CONVERSION

(TO BE EXECUTED BY THE REGISTERED HOLDER IN ORDER TO CONVERT SHARES OF SERIES A-2 NON-VOTING CONVERTIBLE PREFERRED STOCK)

The undersigned Holder hereby irrevocably elects to convert the number of shares of Series A-2 Non-Voting Preferred Stock indicated below, represented in book-entry form, into shares of common stock, par value \$0.0001 per share (the “**Common Stock**”), of Dogwood Therapeutics, Inc., a Delaware corporation (the “**Corporation**”), as of the date written below. If securities are to be issued in the name of a Person other than the undersigned, the undersigned will pay all transfer taxes payable with respect thereto. Capitalized terms utilized but not defined herein shall have the meaning ascribed to such terms in that certain Certificate of Designation of Preferences, Rights and Limitations of Series A-2 Non-Voting Convertible Preferred Stock (the “**Certificate of Designation**”) filed by the Corporation with the Secretary of State of the State of Delaware on September 29, 2025.

As of the date hereof, the number of shares of Common Stock beneficially owned by the undersigned Holder (together with such Holder’s Attribution Parties), including the number of shares of Common Stock issuable upon conversion of the Series A-2 Non-Voting Preferred Stock subject to this Notice of Conversion, but excluding the number of shares of Common Stock which are issuable upon (A) conversion of the remaining, unconverted Series A-2 Non-Voting Preferred Stock beneficially owned by such Holder or any of its Attribution Parties, and (B) exercise or conversion of the unexercised or unconverted portion of any other securities of the Corporation (including any warrants) beneficially owned by such Holder or any of its Attribution Parties that are subject to a limitation on conversion or exercise, is _____. For purposes hereof, beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the applicable regulations of the Commission. In addition, for purposes hereof, “group” has the meaning set forth in Section 13(d) of the Exchange Act and the applicable regulations of the Commission.

CONVERSION CALCULATIONS:

Date to Effect Conversion: _____

Number of shares of Series A-2 Non-Voting Preferred Stock owned prior to Conversion: _____

Number of shares of Series A-2 Non-Voting Preferred Stock to be Converted: _____

Number of shares of Common Stock to be Issued: _____

Address for delivery of physical certificates: _____

For DWAC Delivery, please provide the following:

Broker No.: _____

Account No.: _____

[HOLDER]

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (“**Agreement**”) is made and entered into effective as of September 29, 2025 (“**Effective Date**”), by and between Serpin Pharma, Inc., a Delaware corporation (“**Serpin**”), and Dogwood Therapeutics, Inc., a Delaware corporation (“**Dogwood**”).

RECITALS

WHEREAS, Serpin has developed and owns certain intellectual property relating to SP16, a family of novel LRP1 agonists (collectively, “**SP16**”), and believes SP16, and in particular SP163M, a compound included in the SP16 family, should be developed further and commercialized; and

WHEREAS, Serpin desires to grant to Dogwood an exclusive license under such intellectual property in order to develop further and commercialize SP16, including SP163M, and Dogwood desires such license and to seek to develop further and commercialize SP16, including SP163M, in each case subject to the terms and conditions of this Agreement.

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

ARTICLE 1 DEFINITIONS

Section 1.1 Defined Terms. In addition to such terms as are defined elsewhere in this Agreement, the capitalized terms in this Agreement shall have the following meanings:

“**Action**” has the meaning set forth in Section 9.1(a).

“**Affiliate**” as to any Person, means any other Person that, directly or indirectly through one or more intermediaries, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “**control**” of a Person means the power, directly or indirectly, either to (a) vote 50% or more of the securities having ordinary voting power for the election of directors (or persons performing similar functions) of such Person or (b) direct or cause the direction of the management and policies of such Person, whether by contract or otherwise.

“**Agent**” has the meaning set forth in Section 12.14.

“**Agreement**” has the meaning set forth in Preamble.

“**Bankruptcy Code**” means Title 11 of the United States Code, as amended from time to time, or any similar federal or state law for the relief of debtors.

“**Change in Control**” of any Person means (a) a merger or consolidation of such Person, or (b) a transaction or series of related transactions in which any Person or group of persons within the meaning of § 13(d)(3) of the Securities Exchange Act of 1934, becomes the beneficial owner, directly or indirectly, of fifty percent (50%) or more of the combined voting power of the outstanding securities of such Person.

CONFIDENTIAL

“Confidential Information” means all non-public, confidential, or proprietary information of a party, or its Affiliates or Representatives, whether in oral, written, electronic or other form or media, whether or not such information is marked, designated or otherwise identified as “confidential” and includes the terms and existence of this Agreement and any information that, due to the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including, without limitation, the Licensed Know-how.

Confidential Information does not include information that the Receiving Party can demonstrate by documentation (i) was already known to the Receiving Party without restriction on use or disclosure prior to the receipt of such information directly or indirectly from or on behalf of the Disclosing Party; (ii) was independently developed by the Receiving Party without use or reference to the Disclosing Party’s Confidential Information; (iii) is or becomes generally known to the public or otherwise becomes publicly available, other than through a breach of this Agreement by the Receiving Party; or (iv) is or was made available to the Receiving Party by a third party having the lawful right to do so without breaching any obligation of confidentiality to the Disclosing Party.

“Debarred” has the meaning set forth in Section 12.14.

“Debtor Relief Law” means the Bankruptcy Code and all other liquidation, bankruptcy, assignment for the benefit of creditors, conservatorship, moratorium, receivership, insolvency, rearrangement, reorganization or similar debtor relief laws of the US or other applicable jurisdictions in effect from time to time.

“Declaring Party” has the meaning set forth in Section 8.2(b).

“Disclosing Party” has the meaning set forth in Section 7.1.

“Dispute” has the meaning set forth in Section 8.2(a).

“Dogwood” has the meaning set forth in the Preamble.

“Effective Date” has the meaning set forth in the Preamble.

The terms **“expiration”** and **“expire,”** when referring to a pending or issued claim in a Licensed Patent, mean any expiration, revocation, invalidation, or other termination (by whatever proceeding, process, or event) of such pending or issued claim.

“Exploit” means to research, develop, seek regulatory approval for, make, import, export, use, promote, market, sell, offer for sale, commercialize, or otherwise utilize or exploit in any way, or to have any of the foregoing done by another Person (including, without limitation, to have made), by whatever means, now known or later developed.

“FDA” has the meaning set forth in the definition of Regulatory Authority.

“Field” means treatment for cancer-related pain, including the treatment of painful conditions resulting from a diagnosis of cancer itself, or resulting from therapy for said cancer,

whether due to surgical, chemotherapy, radiation, or immunotherapy treatments, whether the pain begins with, or is worsened by, a diagnosed malignancy or treatment thereof, or whether the pain is acute or chronic secondary to the underlying cancer diagnosis and/or treatment. For example, a partial list of malignancies that would be included in the Field are solid tumors, blood-borne malignancies, and metastatic tumors secondary to other primary malignancies, and the range of pain states would encompass acute fractures due to malignancy, chronic pain due to tissue infiltration with tumor cells, bony metastases, neuropathy due to therapy, as well as tissue damage due to cancer itself or the result of cancer-related therapy.

“**GAAP**” means generally accepted accounting principles in the United States of America as in effect from time to time.

“**Governmental Authority**” means the government of any nation or any political subdivision thereof, whether at the national, state, territorial, provincial, municipal or any other level, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of, or pertaining to, government.

“**Indemnitee**” has the meaning set forth in Section 9.1(a).

“**Infringement Notice**” has the meaning set forth in Section 5.3(a).

“**Law**” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority or Regulatory Authority.

“**Licensed Know-how**” means all technical data, reports, information, procedures, techniques, regulatory filings and documentations, and other know-how or any trade secrets owned or controlled by Serpin or any of its Affiliates as of the Effective Date or during the Term that are necessary or reasonably useful to Exploit the System, including all items identified in Annex A attached hereto.

“**Licensed Trademarks**” means all trademarks, trade names, service marks, service names, brands, trade dress, logos, slogans and other indicia of source or origin (whether registered or unregistered), and all translations, adaptations, derivations and combinations of the foregoing, together with the goodwill associated with or symbolized by any of the foregoing, owned or controlled by Serpin from time to time that are used with or relevant to SP16.

“**Licensed Patents**” means any and all patents and patent applications (including, without limitation, any and all divisionals, continuations, continuations-in-part, extensions, reexaminations, and reissues) owned or controlled by Serpin or any of its Affiliates as of the Effective Date or during the Term that claim the System, or a method of making or using the System, or are otherwise necessary or reasonably useful to Exploit the System, including all patents and patent applications identified in Annex A attached hereto.

“**Licensed Technology**” means, collectively, the Licensed Patents and the Licensed Know-How.

“Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys’ fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Notice” has the meaning set forth in Section 8.2(b).

“Order” means any order, decree, ruling, judgment, injunction, writ, determination, binding decision, verdict, judicial award, decision, directive, consent, award or other action that is or has been made, entered, rendered, or otherwise put into effect by or under the authority of any Governmental Authority.

“Patenting Costs” means any and all costs and expenses, including without limitation government fees and attorneys’ fees and costs, related to the preparing, filing, prosecuting, issuing and maintaining any of the Licensed Patents, including continuations, extensions, re-examinations, reissues and appeals.

“Person” means any individual, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, or other legal entity of any kind, foreign or domestic.

“Receiving Party” has the meaning set forth in Section 7.1.

“Regulatory Approval” means any approvals (including supplements, amendments, pre- and post-approvals and price approvals), licenses, registrations or authorizations, howsoever called, of any Regulatory Authority, which are necessary for the distribution, importation, exportation, manufacture, production, use, storage, transport or clinical testing and/or sale of a product in a regulatory jurisdiction.

“Regulatory Authority” means the United States Food and Drug Administration (“FDA”) or any counterpart of the FDA outside the United States, or other national, supra-national, regional, state or local regulatory agency, department, bureau, commission, council, ethics committee, review board or other entity with authority over the distribution, importation, exportation, manufacture, production, use, storage, transport or clinical testing and/or sale of a product.

“Regulatory Filings” means any filings, and all data contained therein, as may be required by the FDA or equivalent foreign Regulatory Authorities for the development, manufacture or commercialization of a product.

“Representatives” means a party’s employees, officers, directors, consultants and legal advisors.

“Reserved Interests” has the meaning set forth in Section 2.4(c).

The terms **“sale”**, **“sold”** and **“sell”** as used in this Agreement include without limitation sales, leases, licenses, rentals and other modes of distribution or transfer of a product or its beneficial use.

“**Serpin**” has the meaning set forth in the Preamble.

“**Sublicense**” shall mean an agreement in which Dogwood (a) sublicenses any of the rights licensed to Dogwood hereunder, (b) agrees not to assert such rights or to sue, prevent or seek a legal remedy for the practice of same, or (c) is under an obligation to grant, assign or transfer any such rights or non-assertion, or to forebear from granting or transferring such rights to any other entity. Agreements expressly considered Sublicenses include without limitation licenses, option agreements, “lock up” agreements, right of first refusal agreements, or similar agreements, to the extent that the rights granted therein relate to the rights licensed to Dogwood hereunder.

“**Sublicensee**” shall mean any Person to whom Dogwood has granted a Sublicense.

“**System**” means any SP16 compound, including SP163M, in an intravenous formulation, as covered by (a) one or more Valid Claims of the Licensed Patents, and/or (b) described in the Licensed Know-How.

“**Term**” has the meaning set forth in Section 6.1.

“**Territory**” means worldwide.

“**Transfer**” means the sale or other transfer to a Person of all or substantially all of the Licensed Technology and Licensed Trademarks.

“**Valid Claim**” means, on a country-by-country basis, any pending or issued claim of any Licensed Patent that has not been admitted by Serpin, or otherwise caused, to be invalid or unenforceable through reissue, disclaimer or otherwise, or held invalid or unenforceable by a Governmental Authority of competent jurisdiction from whose judgment no appeal is allowed or timely taken.

Section 1.2 Interpretation.

(a) For purposes of this Agreement: (i) the words “include,” “includes” and “including” shall be deemed to be followed by the words “without limitation”; (ii) the word “or” is not exclusive; and (iii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole.

(b) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including;” the words “to” and “until” each mean “to but excluding;” and the word “through” means “to and including.”

(c) The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Unless the context otherwise requires, references herein: (i) to Sections, Appendices and Exhibits refer to the Sections, Appendices and Exhibits attached to, this Agreement; (ii) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof; and (iii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring

construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any Appendices and Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

(d) All accounting terms not specifically or completely defined herein shall be construed in conformity with, and all financial data required to be submitted pursuant to this Agreement shall be prepared in conformity with, GAAP as in effect from time to time.

ARTICLE 2 LICENSE GRANT

Section 2.1 License Grant.

(a) In consideration of the issuance in full of the equity provided in Section 3.1 below, Serpin hereby grants to Dogwood an exclusive (subject to the terms and conditions of Section 2.4), worldwide, paid-up and royalty-free (subject to the terms and conditions of Article 3), transferrable and assignable (in connection with a transfer or assignment of this Agreement), and sublicensable (as provided in this Agreement) right and license under the Licensed Technology to Exploit the System in the Field in the Territory.

(b) Dogwood acknowledges and agrees that Serpin has transferred Licensed Know-how to Dogwood on or prior to the Effective Date and will continue to transfer Licensed Know-how to Dogwood from time to time during the Term. Dogwood acknowledges and agrees that the Licensed Know-how is considered Confidential Information and has independent value and will provide Dogwood with a competitive advantage and/or commercial value.

(c) Serpin hereby grants Dogwood the non-exclusive, worldwide, paid-up and royalty-free (subject to the terms and conditions of Article 3), transferrable and assignable (in connection with a transfer or assignment of this Agreement), and sublicensable (as provided in this Agreement) right and license to use the Licensed Trademarks for all purposes related to Dogwood's Exploitation of the System in the Field in the Territory. Dogwood agrees that all goodwill generated from the use of the Licensed Trademarks by Dogwood shall inure to the sole benefit of Serpin. Dogwood's use of the Licensed Trademarks shall comply with Serpin's standard trademark usage guidelines generally applicable to Serpin's and its licensees' use of the Licensed Trademarks that Serpin provides or makes available to Dogwood from time to time. Dogwood shall provide samples of its use of the Licensed Trademarks to Serpin for review promptly following Serpin's reasonable request for the same, and Dogwood shall use commercially reasonable efforts to correct any of its use of the Licensed Trademarks that does not comply with Serpin's applicable trademark usage guidelines reasonably promptly following notice from Serpin of the same.

Section 2.2 Sublicensing.

(a) Dogwood may sublicense the rights granted to it under Section 2.1, through one or more tiers; provided that (i) as of the date of each proposed Sublicense this Agreement has not been terminated, (ii) the Sublicense is in writing; and (iii) the terms of the Sublicense are in accordance with the terms and conditions of this Agreement.

(b) Dogwood will be responsible to Serpin for acts and omissions of its Sublicensees and the performance of any obligations of Sublicensees relevant to this Agreement as if such performance were carried out by Dogwood itself.

(c) Each Sublicense shall contain a right of termination by Dogwood for the Sublicensee's breach of any terms or conditions of the Sublicense that are also set forth, in substance, in this Agreement, which breach would constitute a breach of this Agreement if Dogwood failed to comply therewith. In the event of a Sublicensee breach of these obligations, and if after a reasonable cure period provided in the Sublicense the Sublicensee fails to cure the Sublicensee breach, then Dogwood shall terminate the Sublicense by written notice to the Sublicensee.

Section 2.3 Government Rights. Notwithstanding anything herein to the contrary, any and all provisions contained herein (including without limitation, the licenses and other rights granted hereunder and all representations and warranties of Serpin) are limited by and subject to the rights and requirements of the United States Government that may attach as a result of U.S. Government sponsorship, in any way, of research at Serpin in which one or more inventions covered by the Licensed Patents was conceived or first actually reduced to practice, as set forth in 35 U.S.C. §§ 200-206, 37 C.F.R. Part 401 and in the relevant Government research contracts with Serpin, and as such rights and requirements may be amended or modified by Law. To the extent applicable, such rights and requirements include without limitation (i) the grant of a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the U.S. Government any of the Licensed Patents throughout the world (as set forth in 35 U.S.C. § 202(c)(4)), and (ii) the requirement that the System be used or sold in the United States will be manufactured substantially in the United States (as set forth in 35 U.S.C. § 204) provided that if Dogwood seeks a waiver to manufacture the System outside of the United States, Serpin will reasonably cooperate at Dogwood's cost and expense, where applicable.

Section 2.4 Dogwood Exclusivity and Serpin Right to Supply and Reserved Interests.

(a) Dogwood Exclusivity. Subject to this Section 2.4, during the Term, Serpin shall not, on its own, with or through an Affiliate, or with or through any other Person that is not Dogwood, Exploit the System in the Field in the Territory.

(b) Right to Supply. Any and all licenses granted hereunder are subject to the right of Serpin under the Licensed Technology to Exploit the System in the Field in the Territory solely as necessary or reasonably useful to make and supply, or to have made and supplied, for a separately agreed price as provided in Section 4.3, SP163M to Dogwood, Dogwood's Affiliates, and/or Dogwood's Sublicensees, subject to the terms and conditions of one or more separate supply agreements between the parties.

(c) Reserved Interests. All rights and interests of Serpin not expressly granted to Dogwood are reserved by Serpin ("**Reserved Interests**") for itself, its Affiliates and partners (other than Dogwood) and other licensees and sublicensees, including the rights to use and grant licenses under any other technology owned or controlled by Serpin to make, have made, use, offer to sell, sell, have sold and import products (other than the System in the Field for so long as Dogwood has an exclusive license to the System within the Field under this Agreement).

Section 2.5 Serpin Restrictive Covenants.

(a) Covenant Not to Exploit the System or Alternative Formulations. Notwithstanding anything to the contrary in this Agreement, Serpin shall not Exploit the System within or outside the Field without Dogwood's prior written consent.

(b) Covenant Not to File First for Regulatory Approval for the System or Alternative Formulations. Notwithstanding anything to the contrary in this Agreement, Serpin shall not file, and Serpin shall cause its Affiliates and other licensees not to file, any Regulatory Approval for SP16 before Dogwood files for a Regulatory Approval for the System in the Field without Dogwood's prior written consent.

**ARTICLE 3
FINANCIAL CONSIDERATION**

Section 3.1 Upfront Payment. In consideration for the rights to the Licensed Technology and Licensed Trademarks granted by Serpin to Dogwood under this Agreement, Dogwood shall issue to Serpin equity consideration as set forth in a separate Equity Issuance and Registration Rights Agreement entered into by and between the parties on or about the Effective Date.

Section 3.2 No Other Financial Consideration. The issuance of equity consideration by Dogwood to Serpin under Section 3.1 shall be the only financial consideration paid by Dogwood to Serpin for the rights granted under this Agreement. For the avoidance of doubt, Dogwood shall have no obligation to pay to Serpin any running royalties, license maintenance fees, sublicense income, or other payments of any kind under this Agreement.

**ARTICLE 4
DEVELOPMENT AND COMMERCIALIZATION**

Section 4.1 Development and Commercialization. Dogwood agrees to use commercially reasonable efforts to develop and commercialize the System in the Field in the Territory. As between the parties, Dogwood shall have sole control over and decision-making authority with respect to the commercialization of the System in the Field in the Territory.

Section 4.2 Clinical Trials. Promptly following the Effective Date, Serpin shall provide to Dogwood all records, papers, documentation, writings, information, and materials relating to all pending and future clinical trials, including Phase 1b and 2 studies, relating to the System in the Field. Promptly following completion of the SP163M trial sponsored by Serpin and funded by National Cancer Institute, Serpin shall transfer to Dogwood all management and control of, all pending and future clinical trials, including Phase 1b and 2 studies, relating to the System in the Field. Prior to such transfer of management and control, Dogwood shall assist Serpin with preparation of protocols used in any trials relating to the SP163M in the Field.

Section 4.3 Supply of SP163M. Serpin shall make and supply, or have made and supplied (e.g., through a contract manufacturing organization), to Dogwood and/or Dogwood's Sublicensee, Dogwood's requirements of SP163M: (a) at no cost to Dogwood for Phase 1b and development of the System, and (b) at Serpin's cost (plus a 10% administrative mark-up) for Phase

2 and Phase 3 and later phases of Dogwood's development of the System. Thereafter, Serpin shall continue to supply SP163M for Dogwood's commercialization of the System in the Field at Serpin's cost (plus a 10% administrative mark-up); provided that, at Dogwood's election at any time, Serpin shall facilitate the initiation of a direct supply relationship between Dogwood and a contract manufacturing organization for SP163M, including by (i) identifying the contract manufacturing organization to Dogwood; (ii) introducing appropriate contacts at Dogwood to appropriate contacts at the contract manufacturing organization; and (iii) providing Dogwood with all records, papers, documentation, writings, information, and materials in the possession, custody, or control of Serpin that are necessary or reasonably useful for the manufacture and supply of SP163M by the contract manufacturing organization or that are otherwise reasonably requested by Dogwood or the contract manufacturing organization.

Section 4.4 Regulatory Approval. Following conclusion of the Phase 1b study, Serpin shall transfer to Dogwood the relevant Investigational New Drug (IND) application related to the System and the Field currently held by Serpin and Dogwood will be solely responsible, at Dogwood's sole cost and expense, for oversight of all dialogue with Regulatory Authorities relating to the System and/or the Field and for making all Regulatory Filings and securing all Regulatory Approvals necessary or reasonably useful to Exploit the System in the Field in the Territory. Dogwood will notify Serpin within ten (10) days of making any submission of Regulatory Filings. Additionally, Dogwood shall notify Serpin within ten (10) days of receiving official notice of any Regulatory Approval granted. Upon Serpin's reasonable written request, Dogwood shall provide copies of any Regulatory Filings and/or Regulatory Approvals to Serpin within a reasonable time of such written request. Serpin will provide reasonable cooperation through providing Dogwood, upon Dogwood's written request and in a timely fashion, with all documentation and information necessary or reasonably useful to secure such Regulatory Approval, to the extent such documentation and information exists and is in Serpin's possession, custody, or control and not subject to any confidentiality or non-disclosure obligations. Serpin shall be reasonably compensated for its out-of-pocket expenses incurred to create any new documentation and information.

Section 4.5 Dogwood Developments. Dogwood shall have the right to make, and as between the parties Dogwood will retain ownership of, any improvements, modifications or derivative works of, or resulting from, any Licensed Technology ("**Improvements**") made by or on behalf of Dogwood (other than Improvements developed by Serpin) ("**Dogwood Improvements**"), or any other intellectual property or intellectual property rights developed or acquired by Dogwood after the Effective Date in developing the System (together with Dogwood Improvements, "**New Dogwood Intellectual Property**"). It is expressly understood and agreed that no rights or licenses, express or implied, are granted by Dogwood to Serpin under this Agreement in or to any such New Dogwood Intellectual Property.

ARTICLE 5 PATENT PROSECUTION AND INFRINGEMENT

Section 5.1 Patent Prosecution. Dogwood shall have exclusive control over the preparation, filing, prosecution, issuance, and maintenance of the Licensed Patents in Serpin's name; provided that Dogwood shall defer to Serpin (or another Serpin licensee, at Serpin's direction) control over any Licensed Patents, or Valid Claim thereof, that are directed to subject

matter that is not within the Field. Dogwood: (a) shall keep Serpin informed of patent prosecution; (b) shall keep Serpin reasonably informed and copied on all correspondence related to patent prosecution (including with intellectual property offices and, subject to entering into an appropriate common interest agreement to preserve attorney-client and other applicable privileges, Dogwood's patent counsel); (c) will consider Serpin's comments and suggestions prior to taking material actions for the same; and (d) will take all prosecution actions reasonably recommended by Serpin that would expand the scope of rights sought. Serpin shall reasonably cooperate with Dogwood to ensure that each Licensed Patent reflects and will reflect, to the extent practicable and to the best of Serpin's knowledge, all items of commercial interest to Dogwood.

Section 5.2 Patent Reimbursements.

(a) Dogwood will be responsible for the payment of all Patenting Costs incurred or arising after the Effective Date with respect to those Licensed Patents for which Dogwood has exclusive control of the preparation, filing, prosecution, issuance, and maintenance; provided, however, if Serpin grants additional licenses to the Licensed Patents (e.g., outside the Field), Serpin shall seek contribution from new licensees to Patenting Costs already paid by Dogwood and Dogwood shall be reimbursed to the extent of such contribution, and new licensees shall equitably share in Patenting Costs on a going-forward basis and Dogwood's responsibility therefor shall be equitably abated.

Section 5.3 Enforcement of Licensed Patents.

(a) Notice. If either party becomes aware of any infringement, anywhere in the Territory, of any issued patent within the Licensed Patents, such party will notify the other party of such infringement in writing as soon as reasonably practical thereafter (the "**Infringement Notice**").

(b) Infringement of Licensed Patents by Third Parties

(i) In the case of any infringement within the Field of any Licensed Patent by any third party during the Term, Dogwood will have the first right, but not the obligation, at Dogwood's expense, to cause such third party to cease infringement and to otherwise enforce such Licensed Patent, or to defend the Licensed Patent, or to defend the Licensed Patent in any declaratory judgment action brought by third parties that alleges the invalidity, unenforceability or non-infringement of the rights associated with the Licensed Patent in the Field; provided, however, that Dogwood will (A) use counsel reasonably acceptable to Serpin, (B) keep Serpin reasonably informed regarding the progress of any litigation and settlement discussions with any alleged infringer, and (C) copy Serpin on, or provide Serpin with copies of, all external documents and correspondence (i.e., documents and correspondence sent by Dogwood to a third party or received by Dogwood from a third party). Dogwood will have control of the conduct of any such action that it brings, provided that Serpin will have the right to provide ongoing comments on documents prior to submission and advice regarding its position and interests in such action, which advice and comments will be considered in good faith by Dogwood and incorporated or adopted by Dogwood to the extent they are reasonable or support the validity, enforceability or scope of claims of a Licensed Patent, and Dogwood will not enter into any settlement, consent judgment or other voluntary disposition of any such action without the prior written consent of Serpin, which consent

will not be unreasonably withheld, delayed or conditioned. For the purposes of this Section 5.3(b)(i) (and without limiting generality of the foregoing) it will be reasonable to Serpin to withhold consent to a settlement if the settlement would admit the invalidity or unenforceability of or limit in any way any patent owned by Serpin. Serpin will join such action at Dogwood's request and expense if such joinder is, in the opinion of Dogwood's counsel, required to enable Dogwood to initiate or continue such action. Serpin, however, will have the right to participate in any such action through its own counsel and, except as provided in this Section 5.3(b)(i), at its own expense. Serpin shall and hereby does irrevocably and unconditionally waive any objection to Dogwood's joinder of Serpin to any proceeding described in Section 5.3(b)(i) on the grounds of personal jurisdiction, venue or *forum non conveniens*. If Dogwood brings or defends any such proceeding, Serpin shall cooperate in all respects with Dogwood in the conduct thereof, and assist in all reasonable ways, including having its employees testify when reasonably requested and make available for discovery or trial exhibit relevant records, papers, information, samples, specimens, and the like at Dogwood's expense.

(ii) If Dogwood does not, within a reasonable period after becoming aware of such infringement but no less than sixty (60) calendar days from the date of the Infringement Notice, (A) initiate legal proceedings against such threatened or actual infringement, or defend legal proceedings brought by a third party, as provided in Section 5.3(b)(i), or (B) cause such infringement to terminate, Serpin may thereafter take such action as it deems necessary to enforce its rights in the Licensed Patent, including the right, but not the obligation, to bring, at its own expense, an infringement action or file any other appropriate action or claim related to such infringement against any third party; provided, however, that Serpin shall have no obligation to bring any suit, action or other proceeding against any alleged infringer of any Licensed Patent. Dogwood shall and hereby does irrevocably and unconditionally waive any objection to Serpin's joinder of Dogwood to any proceeding described in Section 5.3(b)(i) on the grounds of personal jurisdiction, venue or *forum non conveniens*. If Serpin brings or defends any such proceeding, Dogwood shall cooperate in all respects with Serpin in the conduct thereof, and assist in all reasonable ways, including having its employees testify when reasonably requested and make available for discovery or trial exhibit relevant records, papers, information, samples, specimens, and the like at Dogwood's own cost.

(c) Infringement of Third-Party Rights. In the event that any action, suit or proceedings brought against, or written notice of threat thereof is provided to, Dogwood alleging infringement of any patent or unauthorized use or misappropriation of technology arising out of or in connection with Dogwood's exercise to Licensed Patents, Dogwood shall have the right to defend at its sole discretion and expense such action, suit or proceeding. Dogwood shall hold harmless and indemnify Serpin from and against any costs to the extent arising without fault of Serpin that may be made against Serpin in such proceedings. Serpin agrees to cooperate with Dogwood at Dogwood's expense (excluding salaries, rent, utilities and other expenses typically treated as overhead) in connection with Dogwood's response to or defense of such action, suit or proceeding, or notice of threat thereof.

(d) Recovery. If either party shall undertake the enforcement and/or defense of the Licensed Patents by litigation pursuant to this Section 5.3, any recovery or damages (whether by way of settlement or otherwise) received as a result of any such suit shall be applied first in satisfaction of any unreimbursed expenses and legal fees of either party, and then the remainder

(related to the Licensed Patents) shall go to Dogwood to the extent that the infringement relates to SP16 and is solely within the Field. Otherwise, the remainder (related to the Licensed Patents) shall go to Serpin.

Section 5.4 Patent Extensions. Dogwood and Serpin shall use reasonable efforts in their good faith determination to extend the Licensed Patents, which may include extensions provided under U.S. law at 35 U.S.C. § 154(b), 155A, and 156. Each party hereby agrees to provide the other party with all necessary assistance in securing such extensions, including without limitation, providing all information regarding applications for Regulatory Approval, approvals granted, and the timing of same. To the extent applicable, each party acknowledges that extensions under 35 U.S.C. § 156 must be applied for within sixty (60) days of the date that the System receives permission under the provision of law under which the applicable regulatory review period occurred for commercial marketing or use and that either party's failure to promptly provide the necessary information or assistance to the other party during such sixty (60) day period will cause serious injury to such other party, for which such delaying party will be responsible.

ARTICLE 6

TERM AND TERMINATION

Section 6.1 Contract Term. This Agreement shall commence on the Effective Date and, unless terminated earlier in accordance with this Article 6 or any other applicable provisions in this Agreement, shall continue in effect and expire upon the expiration of the last Valid Claim. The period set forth in this Section 6.1, or such shorter periods as may result from the earlier termination of this Agreement in accordance with this Article 6 or any other provision of this Agreement, shall collectively be referred to as the "**Term**". For the avoidance of doubt, following any expiration of the Term due to the expiration of the last Valid Claim, Dogwood's rights to use the Licensed Know-how and Licensed Trademarks shall survive and Dogwood may continue to Exploit the System in the Field without the need for any license to the Licensed Patents.

Section 6.2 Serpin Termination for Cause. Serpin may, at its option, terminate this Agreement upon any material breach by Dogwood under this Agreement, which Dogwood fails to remedy within ninety (90) days after written notice thereof by Serpin.

Section 6.3 Dogwood Termination. Dogwood may, at its option, terminate this Agreement (a) upon any material breach by Serpin under this Agreement, which Serpin fails to remedy within sixty (60) days after written notice thereof by Dogwood, or (b) at any time for any reason or no reason with ninety (90) days' prior written notice.

Section 6.4 Accrued Obligations. Expiration or termination of the Agreement will not release either party from any obligation that matured prior to the effective date of such expiration or termination.

Section 6.5 Effects of Termination

(a) Termination of License. Subject to Section 6.5(d), upon a termination of this Agreement in its entirety (but not expiration), Dogwood's rights to the Licensed Technology and Licensed Trademarks granted hereunder and all use thereof will terminate and any and all rights in the Licensed Technology and Licensed Trademarks will revert back to Serpin. Upon Serpin's

request and at Serpin's sole option, Dogwood will destroy or return all copies, except for the copies to be retained by Dogwood's legal counsel or copies made in the normal course of Dogwood's electronic data back-up processes, of any media or materials that are the property of Serpin, including to all documentation, notes, plans, drawings, copies, samples and computer code. Dogwood shall during a reasonable period after termination discontinue further use of the Licensed Trademarks in an orderly and commercially reasonable manner; provided, however, that Dogwood shall be permitted to use up its supplies of products, literature, packaging and other materials to which the Licensed Trademarks have been applied on or before the date of termination. Any such terminal use of the Licensed Trademarks under this paragraph shall otherwise be in accordance with the provisions of this Agreement.

(b) Effect on Sublicenses. Any sublicense agreements (for purposes of this subsection (b), the "**Sublicense Agreements**") granted by Dogwood under this Agreement shall survive termination of this Agreement according to the respective terms of each Sublicense Agreement. In the event that this Agreement is terminated, upon transfer of the Regulatory Approvals of, or clinical trials or other studies conducted on, and all filings made with Regulatory Authorities, and upon transfer or license to Serpin or the Sublicensees, as the case may be, of all New Dogwood Intellectual Property relating to the System in the Field, but no sooner, then such Sublicense shall be considered a direct license from Serpin to Sublicensee granting Sublicensee a license to the Licensed Technology and Licensed Trademarks that was sublicensed to the Sublicensee in the sublicensed field, and such direct license will otherwise be on the terms and conditions of the Sublicense Agreement (to the extent applicable to the Licensed Technology and Licensed Trademarks); provided, however, that in the event of any inconsistencies between this Agreement and the Sublicense Agreement, or in the event of any term or provision that exceeds the rights granted in this Agreement, the terms and conditions of this Agreement shall control. Notwithstanding anything to the contrary in any Sublicense Agreement, other than licensing the right to Exploit the System in the Field under the Licensed Technology and Licensed Trademarks to Sublicensees as contemplated under Section 2.1 and 2.2 above, no other term or condition of a Sublicense Agreement or this Agreement shall be binding on Serpin, including any obligation to supply SP163M at a price other than at a negotiated market price, a limitation of liability in excess of \$500,000 in aggregate for all Sublicense Agreements, any indemnity obligations not subject to the limitation of liability, representations or warranties different from or in excess of those provided herein, or an agreement regarding a dispute resolution process outside of the United State of America, or a governing law other than the laws of the State of New York. Notwithstanding the foregoing, Dogwood shall remain a party to the Sublicense Agreements and in contractual privity with each Sublicensee until the Regulatory Approvals, New Dogwood Intellectual Property and other assets of Dogwood with respect to the System are transferred as provided in (c) below. Until such time, Serpin shall not be, deemed to be, or implied to be a party to any Sublicense Agreements.

(c) Regulatory Approvals. Upon termination of this Agreement for any reason other than breach by Serpin, Dogwood will permit Serpin and/or Dogwood's existing Sublicensees, subject to payment therefor and indemnifications (which terms shall be negotiated in good faith by the parties) to utilize, reference and otherwise have the benefit of all Regulatory Approvals of, or clinical trials or other studies conducted on, and all filings made with Regulatory Authorities with respect to the System. The parties will use commercially reasonable efforts to negotiate in good faith a value for the preceding upon the termination of this Agreement; provided that nothing

herein binds or obligates Serpin to acquire or hold any Regulatory Approvals on behalf of, or for the benefit of, Dogwood and its Sublicensees, or to pay any consideration or value to Dogwood in exchange for the Regulatory Approvals, and that ultimately any transfer of the Regulatory Approvals is a matter solely between Dogwood and its Sublicensees. If the parties successfully negotiate such terms, at Serpin's request, Dogwood will deliver to Serpin a copy of all records that are in Dogwood's possession or control and required by Regulatory Authorities to be maintained with respect to the sale, storage, handling, shipping and use of the System, all reimbursement approval files, all documents, data and information related to clinical trials and other studies of the System, any other data, techniques, know-how and other information developed or generated that relate to the Licensed Technology or the System, and all copies and facsimiles of such materials, documents, information and files. Serpin agrees that, subject to the provisions of Article 7 (Confidentiality), Dogwood may retain copies thereof. If Dogwood and its Sublicensees are unable to arrive at a value for the preceding upon the termination of this Agreement, Dogwood shall continue to hold the Regulatory Approvals for the benefit of its Sublicensees.

(d) Survival. Upon expiration or termination of this Agreement, this Article 6 (Term and Termination), Article 7 (Confidentiality), Article 8 (Governing Law and Dispute Resolution), Section 9.1 (Indemnification), Section 11.3 (Disclaimers) and Section 11.4 (Exclusion of Consequential and Other Indirect Damages), and Article 12 (Miscellaneous Provisions) will, along with all defined terms used herein (whether defined in Article 1 (Definitions) or elsewhere in this Agreement) and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, survive and remain in full force and effect. Upon the expiration of this Agreement or any termination of this Agreement by Dogwood, the license rights granted to Dogwood under the Licensed Know-how and the Licensed Trademarks under this Agreement shall survive.

ARTICLE 7 CONFIDENTIALITY

Section 7.1 Confidentiality Obligations. Each party (the "**Receiving Party**") acknowledges that in connection with this Agreement it will gain access to Confidential Information of the other party (the "**Disclosing Party**"). As a condition to being provided with Confidential Information, the Receiving Party shall:

(a) not use the Disclosing Party's Confidential Information other than as necessary to exercise its rights and perform its obligations under this Agreement; and

(b) maintain the Disclosing Party's Confidential Information in strict confidence and, subject to Section 7.3, not disclose the Disclosing Party's Confidential Information without the Disclosing Party's prior written consent, provided, however, the Receiving Party may disclose the Confidential Information to its Representatives who:

(i) have a need to know the Confidential Information for purposes of the Receiving Party's performance, or exercise of its rights concerning the Confidential Information, under this Agreement;

(ii) have been apprised of this restriction; and

(iii) are themselves bound by written nondisclosure agreements at least as restrictive as those set forth in Section 7.1, provided further that the Receiving Party shall be responsible for ensuring its Representatives' compliance with, and shall be liable for any breach by its Representatives of, Section 7.1.

Section 7.2 The Receiving Party shall use reasonable care, at least as protective as the efforts it uses for its own confidential information, to safeguard the Disclosing Party's Confidential Information from use or disclosure other than as permitted hereby. Notwithstanding the foregoing, a Party may disclose the terms and existence of this Agreement to (i) advisors (including consultants, financial advisors, attorneys and accountants), and (ii) bona fide potential and existing investors, acquirers, merger partners or other financial or commercial partners on a need to know basis for the sole purpose of evaluating an actual or potential investment, acquisition or other business relationship, in each case under circumstances that reasonably protect the confidentiality thereof.

Section 7.3 Exceptions. If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall:

(a) provide prompt written notice to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy; and

(b) disclose only the portion of Confidential Information that it is legally required to furnish.

If a protective order or other remedy is not obtained, the Receiving Party shall, at the Disclosing Party's expense, use reasonable efforts to obtain assurance that confidential treatment will be afforded the Confidential Information.

Section 7.4 Confidential Disclosure Agreement. As of the Effective Date and on a going-forward basis, the confidentiality terms of this Agreement shall supersede the parties' Confidential Disclosure Agreement dated June 25, 2025 with respect to the parties' rights and obligations under this Agreement.

ARTICLE 8 GOVERNING LAW AND DISPUTE RESOLUTION

Section 8.1 Governing Law. This Agreement and all related documents, and all matters and Disputes arising out of or relating to this Agreement (including as relating to the formation, validity, and performance of this Agreement), shall be governed by, and construed in accordance with, the internal substantive laws of the State of New York, without giving effect to any conflict of laws principles in the State of New York or elsewhere.

Section 8.2 Dispute Resolution.

(a) Exclusive Dispute Resolution Mechanism. The parties shall resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity hereof (each, a "**Dispute**"), under the provisions of this Section 8.2. The procedures set

forth in this Section 8.2 shall be the exclusive mechanism for resolving any Dispute that may arise from time to time, subject to Section 12.16.

(b) Good Faith Negotiations. If a party believes that a Dispute exists, then such party (the “**Declaring Party**”) shall provide notice of such Dispute to the other party (the “**Notice**”), which Notice shall specify the nature and cause of the Dispute and the action that the Declaring Party deems necessary to resolve such Dispute. Following receipt of the Notice, the parties shall use good faith efforts to resolve the Dispute, including making personnel with appropriate decision-making authority available to the other party to discuss resolution of the Dispute. If a Dispute is not resolved within thirty (30) days of the date of the non-Declaring Party’s receipt of the Notice, then the Dispute shall be submitted to mandatory, final and binding arbitration before the American Arbitration Association, in accordance with the then-current rules of the American Arbitration Association, as modified herein.

(c) Arbitration. The parties shall use a panel of three arbitrators. The Declaring Party shall select one arbitrator, and the other party shall select a second arbitrator, and the two arbitrators so selected shall select a third arbitrator. The three arbitrators shall hear the Dispute. Such arbitrators shall be knowledgeable in intellectual property law and related matters. The arbitrators shall make each determination in a manner that is consistent with this Agreement, including the parties’ intent as expressed herein. Without limiting the foregoing, the parties agree that the arbitrators are empowered to make determinations regarding the reasonableness of a party’s acts or omissions. All decisions of the arbitrators shall be binding upon the parties. Each party shall be solely responsible for its own attorneys’ fees and expenses, legal expenses and witness fees and expenses. Any other usual and customary expenses incurred by the arbitrators or the expense of such arbitration proceeding shall be equally divided between the parties, irrespective of the outcome of such proceeding. The arbitration will be conducted in New York, NY. The arbitrators are to apply the laws of the State of New York, without regard to its conflict of laws’ provisions. The parties agree that any award, order, or judgment pursuant to the arbitration is final and may be entered and enforced in any court of competent jurisdiction. The parties agree that all aspects of the dispute resolution process, including the arbitration, shall be conducted in confidence. The parties agree that all statements made in connection with informal dispute resolution efforts shall not be considered admissions or statements against interest by any party. The parties further agree that they will not attempt to introduce such statements at any later trial, arbitration or mediation between the parties.

Section 8.3 Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY FOR ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

ARTICLE 9 INDEMNIFICATION

Section 9.1 Indemnification.

(a) Dogwood Indemnification. Dogwood will indemnify, defend and hold harmless Serpin and its respective trustees, directors, officers, medical and professional staff, employees,

students, and agents and their respective successors, heirs, and assigns (each, an “**Indemnitee**”), against all Losses of any Indemnitee related to, arising out of or resulting from (i) Dogwood’s breach of any representation, warranty, covenant or material obligation under this Agreement, (ii) use by Dogwood or its Sublicensee of Licensed Technology, (iii) any use, sale, transfer or other disposition by Dogwood or its Sublicensee of the System or any other products made by use of Licensed Technology, or (iv) except in response to any claim, suit, action or other proceeding initiated by Serpin other than at the request of or under the direction or guidance of Dogwood, any third party claim, suit, action or other proceeding related to (A) Dogwood’s enforcement or defense of the Licensed Patents or (B) prosecution actions in respect of the Licensed Patents, to the extent such prosecution actions were taken at the request of or under the direction or guidance of Dogwood (each, an “**Action**”).

(b) Indemnification Procedure. Serpin will give notice to Dogwood of any Action which might be covered by Section 9.1(a). Dogwood shall immediately take control of the defense and investigation of the Action, including selection of counsel reasonably acceptable to Serpin, at Dogwood’s sole cost and expense; provided, however, that Dogwood will not, without the prior written consent of Serpin, settle or consent to the entry of any judgment with respect to such Action (i) that does not release the Indemnitee from all liability with respect to such Action, or (ii) that may adversely affect the Indemnitee or under which the Indemnitee would incur any obligation or liability, other than one as to which Dogwood has an indemnity obligation hereunder. Serpin agrees to cooperate and provide reasonable assistance to such defense at Dogwood’s expense. Serpin at all times reserves the right to select and retain counsel of its own at its own expense to defend Serpin’s interests. Serpin’s failure to perform any obligations under Section 9.1(a) shall not relieve Dogwood of its obligation under Section 9.1(a) except to the extent that Dogwood can demonstrate that it has been materially prejudiced as a result of the failure.

ARTICLE 10

RESTRICTIONS ON TRANSFER

Section 10.1 Grant of Option to Licensee. In exchange for \$5,000 in equity granted to Serpin, Serpin hereby grants to Dogwood the continuing option to convert the license rights granted in Section 2.1 hereof to the Licensed Technology relating to the System in the Field or Licensed Trademarks (the “**Licensed IP**”) to irrevocable rights for the purchase price of \$100,000 (the “**Option**”). Such amount may be paid in cash or equity in Dogwood, in Dogwood’s discretion. Such Option shall be irrevocable and perpetual and shall be coupled with an interest. The parties agree that the consideration for the granting of this Option is reasonable and that Dogwood would not have entered into this Agreement without this Option being granted, it being an integral and inseparable part of the Agreement

Section 10.2 Right of First Refusal.

(a) If Serpin proposes to Transfer the Licensed IP that includes the rights granted to Dogwood in Section 2.1, or if the Serpin is compelled or required to effect such a Transfer, Serpin shall promptly deliver to Dogwood a written notice (a “**Transfer Notice**”) describing in reasonable detail the proposed transaction, the identity of the proposed transferee, and the material terms and conditions, including the purchase price or other consideration. For clarity, Serpin shall have no obligation to provide any notice to Dogwood to the extent Serpin intends sell, assign, transfer,

convey, license, sublicense, pledge, encumber, or otherwise dispose any Licensed IP for Exploitation outside of the Field and unrelated to intravenous formulations. The foregoing also does not include a Change in Control of Serpin.

(b) In addition to any other rights provided in this Agreement, Dogwood shall have the irrevocable and exclusive option and right of first refusal (“**ROFR**”) for the period of provided below to acquire the Licensed IP (or applicable portion thereof) on the same terms set forth in the Transfer Notice.

(c) Dogwood shall exercise the ROFR by written notice within 30 days of receipt of the Transfer Notice, and the parties shall consummate the transaction on those terms within 60 days thereafter (subject to extensions for regulatory or third-party approvals).

Section 10.3 Failure to Exercise. If Dogwood does not exercise the ROFR with such for thirty (30) day period, Serpin may proceed with the Transfer to the identified transferee on terms no more favorable than those in the Transfer Notice; provided, in the event of a material term change that results in more favorable terms to the transferee, Serpin must reoffer the Transfer to Dogwood under this Section.

Section 10.4 Remedies in Bankruptcy or Default.

(a) The parties acknowledge and agree that the ROFR constitutes a present and continuing contractual right coupled with an interest that runs with the Licensed IP in respect to Dogwoods rights to Exploit the System in the Field.

(b) In the event of Serpin’s insolvency, bankruptcy, assignment for the benefit of creditors, receivership, foreclosure, or similar proceeding, Dogwood’s rights under this Section shall be recognized and enforceable to the fullest extent permitted by law.

Section 10.5 Survival. The provisions of this Section, including Dogwood’s ROFR and security interest, shall survive expiration or termination of this Agreement for any reason.

Section 10.6 Bankruptcy.

The Parties further agree that upon commencement of a bankruptcy proceeding by or against a Party (the “**Bankrupt Party**”) under the Bankruptcy Code, the other Party (the “**Non-Bankrupt Party**”), all rights and licenses granted under or pursuant to this Agreement by a party to the other, including those set forth in Section 2 (License Granted), are and shall otherwise be deemed to be, for purposes of Section 365(n) of Title 11 of the United States Code (the “**Bankruptcy Code**”), licenses of right to “intellectual property” as defined under Section 101 of the Bankruptcy Code. For the avoidance of doubt, the term “intellectual property” and “embodiments” includes, without limitation, all Licensed Technology, all patents, trade secrets, know-how, proprietary processes, software (including source code and object code), firmware, schematics, prototypes, technical documentation, data, and any other materials or information provided or made available under this Agreement. The Parties agree that the Parties and their respective sublicensees, as sublicensees of such rights under this Agreement, shall retain and may fully exercise all of their rights and elections under the Bankruptcy Code and any foreign counterpart thereto.

Without limiting the foregoing, Dogwood may, in addition to any other remedies available to it by law or in equity, exercise the rights set forth below by written notice to Serpin, in the event Serpin shall have become insolvent or bankrupt, or shall have made a general assignment for the benefit of its creditors, or there shall have been appointed a trustee or receiver of Serpin or for all or a substantial part of its property, or any case or proceeding shall have been commenced or other action taken by or against Serpin in bankruptcy or seeking reorganization, liquidation, dissolution, winding-up arrangement, composition or readjustment of its debts or any other relief under any bankruptcy, insolvency, reorganization or other similar act or law of any jurisdiction now or hereafter in effect, and any such event shall have continued for sixty (60) days undismissed, unbonded and undischarged.

The parties agree that Dogwood, as licensee of such rights under this Agreement, shall retain and may fully exercise all of its rights and elections under the U.S. Bankruptcy Code. The parties further agree that any escrow agreements, maintenance agreements, or other agreements ancillary to or supplementing this Agreement shall be deemed "agreements supplementary to" this Agreement within the meaning of Section 365(n)(1)(B) of the Bankruptcy Code. The parties further agree that, in the event of the commencement of a bankruptcy proceeding by or against Serpin under the U.S. Bankruptcy Code, Dogwood shall be entitled to a complete duplicate of (or complete access to, as appropriate) any such intellectual property and all embodiments of such intellectual property, and same, if not already in their possession, shall be promptly delivered to it (a) upon any such commencement of a bankruptcy proceeding upon its written request therefor, unless Serpin elects to continue to perform all of its obligations under this Agreement or (b) if not delivered under (a) above, upon the rejection of this Agreement by or on behalf of Serpin upon written request therefor by Dogwood. Serpin also agrees that, in the event of a bankruptcy or insolvency, Serpin (and any trustee, debtor-in-possession or receiver) will not interfere with Dogwood's rights to use and exploit the licensed intellectual property in accordance with this Agreement and Section 365(n).

The foregoing provisions are without prejudice to any rights the Non-Bankrupt Party may have arising under the Bankruptcy Code or other applicable Laws. Further, each Party agrees and acknowledges that all payments by Dogwood to Serpin hereunder do not constitute royalties within the meaning of Section 365(n) of the Bankruptcy Code.

ARTICLE 11 REPRESENTATIONS AND WARRANTIES

Section 11.1 Representations and Warranties of Dogwood. Dogwood represents and warrants to Serpin as follows:

(a) the execution and performance of Dogwood's obligations under this Agreement does not conflict with, cause a default under, or violate any existing contractual obligation that may be owed by Dogwood to any third party;

(b) Dogwood is a corporation duly organized, validly existing and in good standing under the laws of the state of its jurisdiction of organization;

(c) Dogwood has all requisite corporate power and authority, and the legal right, to execute and deliver this Agreement and to perform its obligations hereunder; and

(d) this Agreement is a valid, legal and binding obligation of Dogwood, enforceable against Dogwood in accordance with its terms.

Section 11.2 Representations and Warranties of Serpin. Serpin represents and warrants to Dogwood as follows:

(a) Serpin is the sole owner of the Licensed Patents, Licensed Know-how in the United State of America, and Licensed Trademarks in the countries in which the Licensed Trademarks are registered, subject only to those licenses that Serpin has granted to Dogwood and other licensees and may grant in the future outside of the Field and unrelated to the System;

(b) Serpin is the owner of record for any and all registrations of the Licensed Patents, Licensed Know-how, and Licensed Trademarks with any Governmental Authority;

(c) None of the Licensed Patents, Licensed Know-how, or Licensed Trademarks is subject to any Order, and Serpin is not bound by or subject to any written contractual obligation, that adversely affects the registrability, validity, enforceability, use, or ownership of the same;

(d) No funding, resources, personnel, or facilities of any Governmental Authority, academic institution, or research center was used in the development of any of the Licensed Technology;

(e) RESERVED;

(f) Serpin has not received any complaint, assertion, claim, demand, or notice alleging interference with, or infringement, dilution, misappropriation, or violation of, the intellectual property of any Person (including any invitation to license, or request or demand to refrain from developing, selling, offering for sale, manufacturing, importing, marketing, using or providing any product or service) concerning SP16, including SP163M;

(g) Serpin has the right, power, and authority to grant Dogwood the licenses and to perform Serpin's obligations under this Agreement;

(h) As of the Effective Date, the Licensed Know-how provided by Serpin to Dogwood is all of the Licensed Know-how in Serpin's possession, custody, or control that is relevant to SP16, including SP163M, in the Field and Serpin shall promptly provide Dogwood with any such Licensed Know-how that is improved, enhanced, supplemented, or modified by or on behalf of Serpin from time to time during the Term relevant to the use of SP16, including SP163M, in the Field;

(i) Serpin has the ability to make and supply (or have made and supplied) to Dogwood a sufficient volume of SP163M for Dogwood's Phase 1 and Phase 2 development activities contemplated by this Agreement;

(j) the execution and performance of Serpin's obligations under this Agreement do not conflict with, cause a default under, or violate any legal, valid, binding, enforcing and existing contractual obligation that may be owed by Serpin to any third party;

(k) Serpin has all requisite corporate power and authority, and the legal right, to execute and deliver this Agreement and to perform its obligations hereunder; and

(l) this Agreement is a valid, legal and binding obligation of Serpin, enforceable against Serpin in accordance with its terms.

Section 11.3 Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES INCLUDED IN THIS AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED STATUTORY OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE.

Section 11.4 Exclusion of Consequential and Other Indirect Damages. OTHER THAN WITH RESPECT TO A BREACH OF A PARTY'S OBLIGATIONS UNDER Article 7 (CONFIDENTIALITY) OR WITH RESPECT TO A PARTY'S OBLIGATIONS UNDER Article 9 (INDEMNIFICATION), IN NO EVENT WILL EITHER PARTY OR ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE TO LICENSEE OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

ARTICLE 12 MISCELLANEOUS PROVISIONS

Section 12.1 Notice. Any payment, notice or other communication to be given pursuant to the provisions of this Agreement shall be in writing by means of a letter or electronic mail directed:

If to Serpin:

Cohava Gelber, CEO

If to Dogwood:

Greg Duncan, CEO

Dogwood Therapeutics, Inc.
44 Milton Ave
Alpharetta, GA 30009
USA

Email: Greg Duncan
<greg@dwtx.com>

Serpin Pharma, LLC
9501 Discovery Blvd, Suite 120
Manassas, VA 20109
USA

Email: Cohava Gelber
<cgelber@serpinpharma.com>

Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if sent by a nationally or internationally recognized courier (receipt requested); or (b) on the date sent by e-mail, provided that the receipt of such e-mail is acknowledged by non-automated means (not to be unreasonably withheld, conditioned, or delayed).

Section 12.2 Assignment.

(a) Generally. This Agreement will be binding upon and will inure to the benefit of each party and each party's respective transferees, successors and assigns. This Agreement is transferrable and assignable by either party without the prior consent of the other party in the event of a Change in Control or transfer of all or substantially all of a party's assets; provided that in the event Serpin is the selling, divesting, transferring or assigning party, as the case may be, Serpin shall provide prior written notice to Dogwood of any such Change in Control, transfer of all or substantially all of Serpin's assets, or transfer or assignment of this Agreement. Any Change in Control, or transfer or assignment of all or substantially all of Serpin's assets made in violation of this Section shall be voided upon the non-assigning party's request. Notwithstanding the foregoing, without limiting any either party's rights and remedies under the Agreement, prior to the consummation of any transfer or assignment of this Agreement by either party, the transferring Party must obtain from each other party to such transfer or assignment transactions, including (if applicable) any Affiliate thereof with ultimate beneficial ownership or control of each such other party (collectively, "**Agreement Assignee**") and deliver to the non-transferring party a written agreement binding the Agreement Assignee to the transferring party's obligations under the Agreement in a form reasonably acceptable to the non-transferring party.

(b) Serpin Bankruptcy. At the earliest practicable time that Serpin determines it may:

- (i) become insolvent, or become generally unable to or admit in writing its inability to, pay its debts as they become due;
- (ii) become subject, voluntarily or involuntarily, to any proceeding under any Debtor Relief Law;
- (iii) be dissolved or liquidated or take any corporate action for such purpose;
- (iv) make a general assignment for the benefit of creditors; or
- (v) have a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business,

Serpin shall provide notice to Dogwood of the same.

Section 12.3 Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of such other party as to each such use.

Neither party shall make any public announcements, make any public statements, issue any press releases or otherwise communicate with any news media in respect of this Agreement or the transactions contemplated hereby without the specific prior written consent of an authorized representative of the other party, which shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the Parties will prepare a mutually acceptable press release and immediate release after signing this Agreement.

Section 12.4 Export Controls. Neither Dogwood nor any of its Sublicensees shall, directly or indirectly to the best of its knowledge, after reasonable investigation, export (including any “deemed export”), nor re-export (including any “deemed re-export”) the System (including any associated products, items, articles, computer software, media, services, technical data, and other information) in violation of any applicable U.S. Laws. Dogwood and each Sublicensee shall include a provision identical in substance to this Section 12.4 in its agreements with its Sublicensees, third party wholesalers, distributors, customers and end-users requiring that these Persons comply with all applicable U.S. Laws, including all applicable U.S. export Laws. For the purposes of this Section 12.4, the terms “deemed export” and “deemed re-export” have the meanings set forth in Section 734.2(b)(2)(ii) and Section 734.2(b)(4), respectively, of the Export Administration Regulations (EAR) (*15 CFR §§ 734.2(b)(2)(ii) and 734.2(b)(4)*).

Section 12.5 Regulatory Clearances. Dogwood shall, at Dogwood’s expense, comply with all regulations and safety standards concerning the System developed and commercialized by or under the authority of Dogwood and obtain all necessary governmental approvals for the development, production, distribution, sale, and use of the System developed and commercialized by or under the authority of Dogwood, including any safety or clinical studies. Dogwood shall have responsibility for and provide suitable warning labels, packaging, and instructions as to the use for the System.

Section 12.6 Marking. Dogwood and any Sublicensee shall comply with the patent marking provisions of 35 USC § 287(a) by marking all products including the System with the word “patent” or the abbreviation “pat.” and either the numbers of the relevant Licensed Patents or a web address that is freely accessible to the public and that associates the System with the relevant Licensed Patents. Dogwood shall include in all Sublicenses a patent marking requirement substantially identical to this Section 12.6. Dogwood and any Sublicensee shall also comply with the patent marking laws of the relevant countries in the Territory.

Section 12.7 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually

acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 12.8 Anti-Kickback and Stark Law. Dogwood agrees to comply with all applicable Laws. Without limiting the foregoing, by entering into this Agreement, the Dogwood will comply with all applicable laws, rules and regulations including (i) the federal anti-kickback statute (42 U.S.C. § 1320a-7b) and the related safe harbor regulations; and (ii) the Limitation on Certain Physician Referrals, also referred to as the “Stark Law” (42 U.S.C. § 1395nn). Accordingly, no part of any consideration paid hereunder is a prohibited payment for the recommendation of or arranging for the referral of business or the ordering of items or services; nor are the payments intended to induce illegal referrals of business. In the event that any part of this Agreement is determined to violate federal, state, or local laws, rules or regulations, the Parties agree to negotiate in good faith revisions to the provision or provisions that are in violation.

Section 12.9 Headings. The descriptive headings of this Agreement are for convenience only and will be of no force or effect in construing or interpreting any of the provisions of this Agreement.

Section 12.10 Benefit and Waiver. The failure of either party to comply with any obligation, covenant, agreement or condition under this Agreement may be waived by the party entitled to the benefit thereof only by a written instrument signed by the party on granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. The failure of any party to enforce at any time any of the provisions of this Agreement will in no way be construed to be a waiver of any such provision, nor in any way to affect the validity of the Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of such provisions will be held to be waiver of any other or subsequent breach.

Section 12.11 Entire Agreement. This Agreement (together with any exhibits, schedules or appendices attached hereto) constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous negotiations, commitments, and writings with respect to such subject matter. Neither party shall be obligated by any undertaking nor representation regarding the subject matter hereof other than those expressly stated herein or as may be subsequently agreed to by the parties hereto in writing.

Section 12.12 Amendment. No amendment, modification, or supplement of any provision of this Agreement will be valid or effective unless made in writing and signed by a duly authorized officer of each party.

Section 12.13 Further Assurances. Each party shall, upon the request of the other party, promptly execute such documents and take such further actions as may be necessary to give full effect to the terms of this Agreement.

Section 12.14 Debarment. Each party hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs or federal procurement and non-procurement programs (collectively,

“Debarred”) and each party agrees not to engage or assign any employee, agent or contractor (“Agent”) to perform services under this Agreement who has been Debarred.

Section 12.15 Independent Contractors. Both parties are independent contractors under this Agreement. Nothing contained in this Agreement will be deemed to create an employment, agency, joint venture or partnership relationship between the parties hereto or any of their agents or employees, or any other legal arrangement that would impose liability upon one party for the act or failure to act of the other party. Neither party will have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.

Section 12.16 Equitable Relief. Each party acknowledges that a breach by the other party of this Agreement may cause the non-breaching party irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the non-breaching party shall be entitled to equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, and the parties hereby waive any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 12.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which need not contain the signature of more than one party but all such counterparts taken together will constitute one and the same agreement. A signed copy of this Agreement delivered by e-mail to which a PDF copy is attached shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

ANNEX A
LICENSED TECHNOLOGY

Licensed Patents:

Country Name	Status	Matter Type	Application #	Date Filed	Publication Number	Grant Date	Publication Date	Title
PCT	Completed	Utility - ORG	PCT/US22/82669	12/30/2022	WO2023/133078	07/13/2023		SERPIN PEPTIDES AND METHODS OF USING THE SAME
United States	Issued	Utility - NSPCT	15/755,693	08/26/2016	US2019-0328852A1	10/31/2019		METHODS FOR TREATMENT OF DISEASES
PCT	Completed	Utility - ORG	PCT/US16/48999	08/26/2016	WO2017/040287			METHODS FOR TREATMENT OF DISEASES

Licensed Know-how:

(i) Manufacturing Processes

Proprietary methods for synthesizing and purifying SERPIN-based biologics.

- Scalable production protocols for GMP-compliant manufacturing of lead compounds.
- Formulation techniques to enhance the stability and shelf-life of SERPIN therapeutics.

(ii) Analytical and Quality Control Techniques

- Assay protocols for potency, purity, and bioactivity of SERPIN molecules.
- Proprietary biomarkers and diagnostic tools for monitoring therapeutic efficacy.
- Methods for characterizing peptide formulation.

- (iii) Preclinical and Clinical Data
 - Toxicology and pharmacokinetic profiles from animal models.
 - Proprietary data from Phase I/II clinical trials, including dosing regimens and safety outcomes.
 - Negative data (e.g., failed formulations or dosing strategies) that inform future development.
- (iv) Target Biology and Mechanism of Action
 - Insights into SERPIN modulation of immune pathways (e.g., IL-6, TNF- α suppression).
 - Proprietary knowledge of disease-specific SERPIN interactions (e.g., in sepsis or autoimmune disorders).
 - Unpublished research on SERPIN receptor binding and downstream signaling.
- (v) Regulatory Strategy and Documentation
 - Templates and strategies for IND submissions and FDA interactions.
 - Know-how related to navigating orphan drug designation or fast-track approvals.
 - Risk mitigation strategies for regulatory compliance and clinical trial design.

EQUITY ISSUANCE AND REGISTRATION RIGHTS AGREEMENT

This Equity Issuance and Registration Rights Agreement (this “**Agreement**”) is dated as of September 29, 2025, by and between Dogwood Therapeutics, Inc., a Delaware corporation (the “**Company**”), Serpin Pharma, Inc., a Delaware corporation (“**Serpin Pharma**”) and Rejuvenation Labs, Inc., a Delaware corporation (“**Rejuvenation Labs**” and, together with Serpin Pharma, “**Serpin**”).

This Agreement is made in connection with the Exclusive License Agreement, dated as of September 29, 2025 (the “**Licensing Agreement**”), by and between the Company and Serpin. For purposes of this Agreement, we also refer to Serpin, including its successors and assigns, as a Holder (as such term is defined herein).

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Holder agree as follows:

1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Licensing Agreement. As used in this Agreement, the following terms shall have the following meanings:

1.1 “**Affiliate**” means, with respect to any specified Person, any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person.

1.2 “**Board of Directors**” means the board of directors of the Company.

1.3 “**Common Stock**” means shares of the Company’s common stock, par value \$0.0001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

1.4 “**Common Stock Payment Shares**” means the Common Stock issued by the Company to Serpin in accordance with the terms of this Agreement in consideration for the Rights granted by Serpin Pharma to the Company under the Licensing Agreement.

1.5 “**Damages**” means any loss, damage, claim or liability (joint or several) to which a party hereto may become subject under the Securities Act, the Exchange Act, or other federal or state law, insofar as such loss, damage, claim or liability (or any action in respect thereof) arises out of or is based upon: (i) any untrue statement or alleged untrue statement of a material fact contained in any registration statement of the Company, including any preliminary prospectus or final prospectus contained therein or any amendments or supplements thereto; (ii) an omission or alleged omission to state therein a material fact required to be stated therein, or necessary to make the statements therein not misleading; or (iii) any violation or alleged violation by the indemnifying party (or any of its agents or Affiliates) of the Securities Act, the Exchange Act, any state securities law, or any rule or regulation promulgated under the Securities Act, the Exchange Act, or any state securities law.

1.6 “**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

1.7 “**Form S-1**” means such form under the Securities Act as in effect on the date hereof or any successor registration form under the Securities Act subsequently adopted by the SEC.

1.8 “**Form S-3**” means such form under the Securities Act as in effect on the date hereof or any registration form under the Securities Act subsequently adopted by the SEC that permits forward incorporation of substantial information by reference to other documents filed by the Company with the SEC.

1.9 “**Holder**” means any holder of shares of Registrable Securities who is a party to this Agreement.

1.10 “**Immediate Family Member**” means a child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, including, adoptive relationships, of a natural person referred to herein.

1.11 “**Initiating Holders**” means, collectively, Holders who properly initiate a registration request under this Agreement (*provided*, that if at the time of such request, the only Holder is Serpin, all references to Initiating Holders herein shall be deemed to be references to Serpin).

1.12 “**Person**” means any individual, corporation, partnership, trust, limited liability company, association or other entity.

1.13 “**Preferred Stock**” means the Series A-2 Non-Voting Convertible Preferred Stock, par value \$0.0001, of the Company, the terms of which are set forth in the certificate of designation for such series of preferred stock in the form attached hereto as Exhibit A.

1.14 “**Preferred Stock Payment Shares**” means the Preferred Stock issued by the Company to Serpin in accordance with the terms of this Agreement in consideration for the Rights granted by Serpin Pharma to the Company under the Licensing Agreement.

1.15 “**Registrable Securities**” means (i) the Common Stock Payment Shares, (ii) the shares of Common Stock underlying the Preferred Stock Payment Shares, and (iii) any securities of the Company issued with respect to the securities referenced in clauses (i) or (ii) by way of any stock dividend or stock split or in connection with any merger, combination, recapitalization, share exchange, consolidation, reorganization or other similar transaction, excluding in all cases, however, any Registrable Securities sold by a Person in a transaction in which the applicable rights under this Agreement are not assigned pursuant to Section 3.1.

1.16 “**Registrable Securities then outstanding**” means the number of shares determined by adding the number of shares of outstanding Common Stock that are Registrable Securities and the number of shares of Common Stock issuable (directly or indirectly) pursuant to then exercisable and/or convertible securities that are Registrable Securities.

1.17 “**Rights**” means the worldwide, paid-up and royalty-free (subject to the terms and conditions of Article 3 of the Licensing Agreement), transferrable and assignable (in connection with a transfer or assignment of the Licensing Agreement), and sublicensable (as provided in the Licensing Agreement) right and license under the Licensed Technology to Exploit the System in the Field in the Territory.

1.18 “**SEC**” means the Securities and Exchange Commission.

1.19 “**SEC Rule 144**” means Rule 144 promulgated by the SEC under the Securities Act.

1.20 “**Securities Act**” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

1.21 “**Selling Expenses**” means all underwriting discounts, selling commissions, and stock transfer taxes applicable to the sale of Registrable Securities, and fees and disbursements of counsel for any Holder, except for the fees and disbursements of the Selling Holder Counsel (as defined below) borne and paid by the Company as provided in Section 3.6.

1.22 “**Upfront Payment Shares**” means the Common Stock Purchase Shares and the Preferred Stock Purchase Shares.

2. Upfront Payment.

2.1 On the Effective Date and in accordance with Section 3.1 of the Licensing Agreement, the Company shall issue 382,034 shares of Common Stock and 179.1878 shares of Preferred Stock to Serpin in consideration for the Rights granted by Serpin Pharma to the Company under the Licensing Agreement, which consideration shall represent payment in full for such Rights. The Upfront Payment Shares will be deposited into an account, in the Holder’s name, at the Company’s transfer agent, Broadridge Corporate Issuer Solutions, Inc.

2.2 In connection with the issuance of the Upfront Payment Shares, each Holder specifically represents, as of the date hereof, to the Company as follows:

- i. Each Holder is an "accredited investor" as defined in Rule 501(a) of Regulation D promulgated under the Securities Act. Each Holder is acquiring the Upfront Payment Shares for investment for its own account and not with a view towards, or for resale in connection with, the public sale or distribution of the Upfront Payment Shares, except pursuant to sales registered or exempted under the Securities Act.
- ii. Each Holder understands and acknowledges that the Upfront Payment Shares are "restricted securities" under the federal securities laws inasmuch as they are being acquired from the Company in a transaction not involving a public offering and that, under such laws and applicable regulations, such securities may be resold without registration under the Securities Act only in certain limited circumstances. In addition, each Holder represents that it is familiar with Rule 144 under the Securities Act, as presently in effect, and understands the resale limitations imposed thereby and by the Securities Act.
- iii. Each Holder acknowledges that it can bear the economic and financial risk of its investment for an indefinite period, and has such knowledge and experience in financial or business matters that it is capable of evaluating the merits and risks of the investment in the Upfront Payment Shares. Each Holder has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of License Agreement, this Agreement and

the transactions contemplated thereby and hereby and the business, properties, prospects, and financial condition of the Company.

3. Registration Rights. The Company covenants and agrees as follows:

3.1 Registration.

(a) Demand Registration. If, at any time after April 30, 2026, the Company receives a request from Holders of at least forty percent (40%) of the Registrable Securities then outstanding that the Company file a registration statement with respect to at least forty percent (40%) of the Registrable Securities then outstanding; *provided*, that, if at the time of such request, the only Holder is Serpin, there shall be no threshold percent to make such request and such threshold percent that must be covered by such request shall be thirty percent (30%) (or, in each case, a lesser percent if the anticipated aggregate offering price, net of Selling Expenses, would exceed \$10,000,000), then the Company shall (x) within ten (10) days after the date such request is given, give notice thereof (the “**Demand Notice**”) to all Holders other than the Initiating Holders (if any); and (y) as soon as practicable, and in any event within sixty (60) days after the date such request is given by the Initiating Holders, file a Form S-1 registration statement, or, if the Company is eligible to file a Form S-3 registration statement for the offering, a Form S-3 registration statement under the Securities Act covering the resale of all Registrable Securities that the Initiating Holders requested to be registered and, if applicable, any additional Registrable Securities requested to be included in such registration by any other Holders, as specified by notice given by each such Holder to the Company within twenty (20) days of the date the Demand Notice is given and, in each case, subject to the limitations of Sections 3.1(c) and 3.3.

(b) Mandatory Form S-3 Registration.

- (i) Subject to the terms and conditions of this Agreement, no later than fifteen (15) days following the date hereof the Company shall prepare and file with the SEC a Form S-3 registration statement with respect to all of the Registrable Securities for an offering to be made on a continuous basis pursuant to Rule 415 under the Securities Act (“Rule 415”) and use its commercially reasonable efforts to cause, subject to any stockholder or other approvals required under applicable law, such registration statement to be declared effective by the SEC as soon as practicable thereafter, but in any event no later than December 1, 2025. No Holder shall be required to be named as an “underwriter” without such Holder’s express prior written consent. Subject to the terms of this Agreement, the Company shall use its commercially reasonable efforts to keep such registration statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such registration statement (i) have been sold, thereunder or pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Company’s transfer agent and the affected Holders. The Company shall immediately notify the Holders via facsimile or by e-mail of the effectiveness of the registration statement on the same day that the Company telephonically confirms effectiveness with the SEC, which shall be the date requested for effectiveness of such registration statement. The Company shall, by 9:30 a.m. Eastern Time on the business day after the

effective date of such registration statement, file a final prospectus with the SEC as required by Rule 424 under the Securities Act.

- (ii) Notwithstanding the registration obligations set forth in Section 3.1(b), if the SEC informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the initial registration statement as required by the SEC, covering the maximum number of Registrable Securities permitted to be registered by the SEC, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering, subject to the provisions of Section 3.1(b)(iv); with respect to filing on Form S-3 or other appropriate form; provided, however, that prior to filing such amendment, the Company shall be obligated to use diligent efforts to advocate with the SEC for the registration of all of the Registrable Securities in accordance with the SEC Guidance.
- (iii) Notwithstanding any other provision of this Agreement, if the SEC or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular registration statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the SEC for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows: (A) First, the Company shall reduce or eliminate any securities to be included by any Person other than a Holder; and (B) the Company shall reduce Registrable Securities represented by the Upfront Payment Shares applied to the Holders on a pro rata basis based on the total number of unregistered Upfront Payment Shares held by such Holders.
- (iv) If Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available, provided that the Company shall maintain the effectiveness of the registration statement then in effect until such time as a registration statement on Form S-3 covering the Registrable Securities has been declared effective by the SEC.

(c) Notwithstanding the foregoing obligations, if the Company furnishes to Holders requesting a registration pursuant to Section 3.1(a) a certificate signed by the Company's Chief Executive Officer stating that, in the good faith judgment of the Board of Directors, it would be materially detrimental to the Company and its stockholders for such registration statement to either become effective or remain effective for as long as such registration statement otherwise would be required to remain effective, because such action would (i) materially interfere with a significant acquisition, corporate reorganization or other similar transaction involving the Company; (ii) require premature disclosure of material information that the Company has a bona fide business purpose for preserving as confidential; or (iii) render the Company unable to comply with requirements under the Securities Act or the Exchange Act, then the Company shall have the right to defer taking action with respect to such filing, and any time periods with respect to filing

or effectiveness thereof shall be tolled correspondingly, for a period of not more than ninety (90) days after the request of the Initiating Holders is given; *provided, however*, that the Company may not invoke this right more than twice in any twelve (12) month period.

(d) The Company shall not be obligated to effect, or to take any action to effect, any registration pursuant to Section 3.1(a) (i) during the period that is sixty (60) days before the Company's good faith estimate of the date of filing of, and ending on a date that is one hundred eighty (180) days after the effective date of, a Company-initiated registration; *provided* that the Company is actively employing in good faith commercially reasonable efforts to cause such registration statement to become effective; (ii) after the Company has effected three (3) registrations pursuant to Section 3.1(a); or (iii) if the Initiating Holders have disposed of all of their shares of Registrable Securities registered on Form S-3 pursuant to Section 3.1(b). A registration shall not be counted as "effected" for the purposes of this Section 3.1(d) until such time as the applicable registration statement has been declared effective by the SEC, unless the Initiating Holders withdraw their request for such registration, elect not to pay the registration expenses therefor (in which case the payment of such expenses shall be subject to the terms of Section 3.6 herein), and forfeit their right to one demand registration statement pursuant to Section 3.6, in which case such withdrawn registration statement shall be counted as "effected" for the purposes of this Section 3.1(d); *provided* that if such withdrawal is during a period the Company has deferred taking action pursuant to Section 3.1(c), then the Initiating Holders may withdraw their request for registration and such registration will not be counted as "effected" for the purposes of this Section 3.1(d).

3.2 Company Registration. If the Company proposes to register (including, for this purpose, a registration effected by the Company for stockholders of the Company other than the Holders) any of its securities under the Securities Act in connection with the public offering of such securities solely for cash, the Company shall, at such time, promptly give each Holder notice of such registration. Upon the request of each Holder given within twenty (20) days after such notice is given by the Company, the Company shall, subject to the provisions of Section 3.3, cause to be registered all of the Registrable Securities that each such Holder has requested to be included in such registration. The Company shall have the right to terminate or withdraw any registration initiated by it under this Section 3.2 before the effective date of such registration, whether or not any Holder has elected to include Registrable Securities in such registration. The expenses (other than Selling Expenses) of such withdrawn registration shall be borne by the Company in accordance with Section 3.6.

3.3 Underwriting Requirements.

(a) If, pursuant to Section 3.1, the Initiating Holders intend to distribute the Registrable Securities covered by their request by means of an underwriting, they shall so advise the Company as a part of their request made pursuant to Section 3.1, and the Company shall include such information in the Demand Notice. The underwriter(s) will be selected by the Board of Directors and shall be reasonably acceptable to Serpin, or if other Initiating Holders are involved in such underwriting, a majority of the interest of the Initiating Holders. In such event, the right of any Holder to include such Holder's Registrable Securities in such registration shall be conditioned upon such Holder's participation in such underwriting and the inclusion of such Holder's Registrable Securities in the underwriting to the extent provided herein. All Holders proposing to distribute their securities through such underwriting shall (together with the Company as provided in Section 3.4(e)) enter into an underwriting agreement in customary form with the underwriter(s) selected for such underwriting. Notwithstanding any other provision of this Section 3.3, if the underwriter(s) advise(s) the Initiating Holders in writing that marketing factors require a limitation on the number of shares to be underwritten, then the Initiating Holders shall so advise all Holders of Registrable Securities that otherwise would be underwritten pursuant hereto, and the number of Registrable Securities that may be included in the underwriting shall be allocated among such Holders of Registrable Securities, including the Initiating Holders, in proportion (as nearly as practicable) to the number of Registrable

Securities owned by each Holder or in such other proportion as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares.

(b) In connection with any offering involving an underwriting of shares of the Company's capital stock pursuant to Section 3.2, the Company shall not be required to include any of the Holders' Registrable Securities in such underwriting unless the Holders accept the terms of the underwriting as agreed upon between the Company and its underwriters, and then only in such quantity as the underwriters in their sole discretion determine will not jeopardize the success of the offering by the Company. If the total number of securities, including Registrable Securities, requested by stockholders of the Company to be included in such offering exceeds the number of securities to be sold (other than by the Company) that the underwriters in their reasonable discretion determine is compatible with the success of the offering, then the Company shall be required to include in the offering only that number of such securities, including Registrable Securities, which the underwriters and the Company in their sole discretion determine will not jeopardize the success of the offering. If the underwriters determine that less than all of the Registrable Securities requested to be registered can be included in such offering, then the Registrable Securities that are included in such offering shall be allocated among the selling Holders in proportion (as nearly as practicable to) the number of Registrable Securities owned by each selling Holder or in such other proportions as shall mutually be agreed to by all such selling Holders. To facilitate the allocation of shares in accordance with the above provisions, the Company or the underwriters may round the number of shares allocated to any Holder to the nearest one hundred (100) shares. For the purposes of the provision in Section 3.3(a) and Section 3.3(b), concerning apportionment, for any selling Holder that is a partnership, limited liability company or corporation, the partners, members, retired partners, retired members, stockholders and Affiliates of such Holder, or the estates and Immediate Family Members of any such partners, retired partners, members and retired members and any trusts for the benefit of any of the foregoing Persons, shall be deemed to be a single "selling Holder," and any pro rata reduction with respect to such "selling Holder" shall be based upon the aggregate number of Registrable Securities owned by all Persons included in such "selling Holder," as defined in this sentence.

3.4 Obligations of the Company. Whenever required under this Section 3 to effect the registration of any Registrable Securities, the Company shall, as expeditiously as reasonably possible:

(a) prepare and file with the SEC a registration statement with respect to such Registrable Securities and use its commercially reasonable efforts to cause such registration statement to be declared effective by the SEC as soon as practicable thereafter and (i) upon the request of the Holders of a majority of the Registrable Securities registered thereunder, keep such registration statement effective for a period of up to one hundred twenty (120) days or, if earlier, until the distribution contemplated in the registration statement has been completed; *provided, however*, that such one hundred twenty (120) day period shall be extended for a period of time equal to the period the Holder refrains, at the request of an underwriter of Common Stock (or other securities) of the Company, from selling any securities included in such registration, and (ii) in the case of any registration of Registrable Securities on Form S-3 that are intended to be offered on a continuous or delayed basis, subject to compliance with applicable SEC rules, the Company shall use its commercially reasonable efforts to keep the registration statement continuously effective until the date that all such Registrable Securities registered thereunder have been sold thereunder or are able to be sold pursuant to SEC Rule 144 without any volume limitations;

(b) prepare and file with the SEC such amendments and supplements to such registration statement, and the prospectus used in connection with such registration statement, as may be necessary to comply with the Securities Act in order to enable the disposition of all securities covered by such registration statement;

(c) furnish to the selling Holders such numbers of copies of a prospectus, including a preliminary prospectus, as required by the Securities Act, and such other documents as the Holders may reasonably request in order to facilitate their disposition of their Registrable Securities;

(d) use its commercially reasonable efforts to register and qualify the securities covered by such registration statement under such other securities or blue-sky laws of such United States jurisdictions as shall be reasonably requested by the selling Holders; *provided* that the Company shall not be required to qualify to do business or to file a general consent to service of process in any such states or jurisdictions, unless the Company is already subject to service in such jurisdiction and except as may be required by the Securities Act;

(e) in the event of any underwritten public offering, enter into and perform its obligations under an underwriting agreement, in usual and customary form, with the underwriter(s) of such offering;

(f) use its commercially reasonable efforts to cause all such Registrable Securities covered by such registration statement to be listed on a national securities exchange or trading system and each securities exchange and trading system (if any) on which similar securities issued by the Company are then listed;

(g) provide a transfer agent and registrar for all Registrable Securities registered pursuant to this Agreement and provide a CUSIP number for all such Registrable Securities, in each case not later than the effective date of such registration;

(h) promptly make available for inspection by the selling Holders, any underwriter(s) participating in any disposition pursuant to such registration statement, and any attorney or accountant or other agent retained by any such underwriter or selected by the selling Holders, all financial and other records, pertinent corporate documents and properties of the Company, and cause the Company's directors, officers, employees and independent accountants to supply all information reasonably requested by any such seller, underwriter, attorney, accountant or agent, in each case, as necessary or advisable to verify the accuracy of the information in such registration statement and to conduct appropriate due diligence in connection therewith;

(i) notify each selling Holder, promptly after the Company receives notice thereof, of the time when such registration statement has been declared effective or a supplement to any prospectus forming a part of such registration statement has been filed; and

(j) after such registration statement becomes effective, notify each selling Holder of any request by the SEC that the Company amend or supplement such registration statement or prospectus.

3.5 Furnish Information. It shall be a condition precedent to the obligations of the Company to take any action pursuant to this Section 3 with respect to the Registrable Securities of any selling Holder that such Holder shall furnish to the Company such information regarding itself, the Registrable Securities held by it, and the intended method of disposition of such securities as is reasonably required to effect the registration of such Holder's Registrable Securities.

3.6 Expenses of Registration. All expenses (other than Selling Expenses) incurred in connection with registrations, filings or qualifications pursuant to Section 3, including all registration, filing and qualification fees; printers' and accounting fees; fees and disbursements of counsel for the Company; and the reasonable fees and disbursements, not to exceed \$25,000, of one counsel for the selling Holders

(“**Selling Holder Counsel**”), shall be borne and paid by the Company; *provided, however*, that the Company shall not be required to pay for any expenses of any registration proceeding begun pursuant to Section 3.1 if the registration request is subsequently withdrawn at the request of the Holders of a majority of the Registrable Securities to be registered (in which case all selling Holders shall bear such expenses pro rata based upon the number of Registrable Securities that were to be included in the withdrawn registration), unless the Holders of a majority of the Registrable Securities agree to forfeit their right to one registration pursuant to Sections 3.1(a) or 3.1(b), as the case may be; *provided further* that if, at the time of such withdrawal, the Holders shall have learned of a material adverse change in the condition, business, or prospects of the Company from that known to the Holders at the time of their request and have withdrawn the request with reasonable promptness after learning of such information, then the Holders shall not be required to pay any of such expenses and shall not forfeit their right to one registration pursuant to Sections 3.1(a) or 3.1(b). All Selling Expenses relating to Registrable Securities registered pursuant to this Section 3 shall be borne and paid by the Holders pro rata on the basis of the number of Registrable Securities registered on their behalf.

3.7 Delay of Registration. No Holder shall have any right to obtain or seek an injunction restraining or otherwise delaying any registration pursuant to this Agreement as the result of any controversy that might arise with respect to the interpretation or implementation of this Section 3.

3.8 Indemnification. If any Registrable Securities are included in a registration statement under this Section 3:

(a) To the extent permitted by law, the Company will indemnify and hold harmless each selling Holder, and the partners, members, directors, officers and stockholders of each such Holder; legal counsel and accountants for each such Holder; any underwriter (as defined in the Securities Act) for each such Holder; and each Person, if any, who controls such Holder or underwriter within the meaning of the Securities Act or the Exchange Act, against any Damages, and the Company will pay to each such Holder, underwriter, controlling Person or other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; *provided, however*, that the indemnity agreement contained in this Section 2.8(a) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Company, which consent shall not be unreasonably withheld, nor shall the Company be liable for any Damages to the extent that they arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of any such Holder, underwriter, controlling Person or other aforementioned Person expressly for use in connection with such registration.

(b) To the extent permitted by law, each selling Holder, severally and not jointly, will indemnify and hold harmless the Company, and each of its directors, each of its officers who has signed the registration statement, each Person (if any), who controls the Company within the meaning of the Securities Act, legal counsel and accountants for the Company, any underwriter (as defined in the Securities Act), any other Holder selling securities in such registration statement, and any controlling Person of any such underwriter or other Holder, against any Damages, in each case only to the extent that such Damages arise out of or are based upon actions or omissions made in reliance upon and in conformity with written information furnished by or on behalf of such selling Holder expressly for use in connection with such registration; and each such selling Holder will pay to the Company and each other aforementioned Person any legal or other expenses reasonably incurred thereby in connection with investigating or defending any claim or proceeding from which Damages may result, as such expenses are incurred; *provided, however*, that the indemnity agreement contained in this Section 3.8(b) shall not apply to amounts paid in settlement of any such claim or proceeding if such settlement is effected without the consent of the Holder, which consent shall not be unreasonably withheld; *provided further* that in no event shall the aggregate amounts

payable by any Holder by way of indemnity or contribution under Sections 3.8(b) and 3.8(d) exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of gross negligence, fraud or willful misconduct by such Holder.

(c) Promptly after receipt by an indemnified party under this Section 3.8 of notice of the commencement of any action (including any governmental action) for which a party may be entitled to indemnification hereunder, such indemnified party will, if a claim in respect thereof is to be made against any indemnifying party under this Section 3.8, give the indemnifying party notice of the commencement thereof. The indemnifying party shall have the right to participate in such action and, to the extent the indemnifying party so desires, participate jointly with any other indemnifying party to which notice has been given, and to assume the defense thereof with counsel mutually satisfactory to the parties; *provided, however*, that an indemnified party (together with all other indemnified parties that may be represented without conflict by one counsel) shall have the right to retain one separate counsel, with the fees and expenses to be paid by the indemnifying party, if representation of such indemnified party by the counsel retained by the indemnifying party would be inappropriate due to actual or potential differing interests between such indemnified party and any other party represented by such counsel in such action. The failure to give notice to the indemnifying party within a reasonable time of the commencement of any such action shall relieve such indemnifying party of any liability to the indemnified party under this Section 3.8, to the extent that such failure materially prejudices the indemnifying party's ability to defend such action. The failure to give notice to the indemnifying party will not relieve it of any liability that it may have to any indemnified party otherwise than under this Section 3.8.

(d) To provide for just and equitable contribution to joint liability under the Securities Act in any case in which either: (i) any party otherwise entitled to indemnification hereunder makes a claim for indemnification pursuant to this Section 3.8 but it is judicially determined (by the entry of a final judgment or decree by a court of competent jurisdiction and the expiration of time to appeal or the denial of the last right of appeal) that such indemnification may not be enforced in such case, notwithstanding the fact that this Section 3.8 provides for indemnification in such case, or (ii) contribution under the Securities Act may be required on the part of any party hereto for which indemnification is provided under this Section 3.8, then, and in each such case, such parties will contribute to the aggregate losses, claims, damages, liabilities or expenses to which they may be subject (after contribution from others) in such proportion as is appropriate to reflect the relative fault of each of the indemnifying party and the indemnified party in connection with the statements, omissions or other actions that resulted in such loss, claim, damage, liability or expense, as well as to reflect any other relevant equitable considerations. The relative fault of the indemnifying party and of the indemnified party shall be determined by reference to, among other things, whether the untrue or allegedly untrue statement of a material fact, or the omission or alleged omission of a material fact, relates to information supplied by the indemnifying party or by the indemnified party and the parties' relative intent, knowledge, access to information, and opportunity to correct or prevent such statement or omission; *provided, however*, that, in any such case (x) no Holder will be required to contribute any amount in excess of the public offering price of all such Registrable Securities offered and sold by such Holder pursuant to such registration statement, and (y) no Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) will be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation; *provided further* that in no event shall a Holder's liability pursuant to this Section 3.8(d), when combined with the amounts paid or payable by such Holder pursuant to Section 3.8(b), exceed the proceeds from the offering received by such Holder (net of any Selling Expenses paid by such Holder), except in the case of willful misconduct or fraud by such Holder

(e) Notwithstanding the foregoing, to the extent that the provisions on indemnification and contribution contained in the underwriting agreement entered into in connection with the underwritten public offering are in conflict with the foregoing provisions, the provisions in the underwriting agreement shall control.

(f) Unless otherwise superseded by an underwriting agreement entered into in connection with the underwritten public offering, the obligations of the Company and Holders under this Section 3.8 shall survive the completion of any offering of Registrable Securities in a registration under this Section 3, and otherwise shall survive the termination of this Agreement.

3.9 Reports Under Exchange Act. With a view to making available to the Holders the benefits of SEC Rule 144 and any other rule or regulation of the SEC that may at any time permit a Holder to sell securities of the Company to the public without registration or pursuant to a registration on Form S-3, the Company shall:

(a) use commercially reasonable efforts to make and keep available adequate current public information, as those terms are understood and defined in SEC Rule 144, at all times after the effective date of this Agreement;

(b) use commercially reasonable efforts to file with the SEC in a timely manner all reports and other documents required of the Company under the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements); and

(c) furnish to any Holder, so long as the Holder owns any Registrable Securities, forthwith upon request (i) to the extent accurate, a written statement by the Company that it has complied with the reporting requirements of SEC Rule 144, the Securities Act and the Exchange Act (at any time after the Company has become subject to such reporting requirements), or that it qualifies as a registrant whose securities may be resold pursuant to Form S-3 (at any time after the Company so qualifies); and (ii) such other information as may be reasonably requested in availing any Holder of any rule or regulation of the SEC that permits the selling of any such securities without registration (at any time after the Company has become subject to the reporting requirements under the Exchange Act) or pursuant to Form S-3 (at any time after the Company so qualifies to use such form).

3.10 Limitations on Sales, etc.

(a) In connection with a registration initiated by the Company pursuant to Section 3.2, each Holder hereby agrees that it will not, without the prior written consent of the managing underwriter, during the period commencing on the date of the final prospectus relating to the registration by the Company of shares of its Common Stock or any other equity securities under the Securities Act on a registration statement on Form S-1 or Form S-3, and ending on the date specified by the Company and the managing underwriter (such period not to exceed one hundred eighty (180) days), (i) lend; offer; pledge; sell; contract to sell; sell any option or contract to purchase; purchase any option or contract to sell; grant any option, right, or warrant to purchase; or otherwise transfer or dispose of, directly or indirectly, any shares of Common Stock or any securities convertible into or exercisable or exchangeable (directly or indirectly) for Common Stock (whether such shares or any such securities are then owned by the Holder or are thereafter acquired) or (ii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of such securities, whether any such transaction described in clause (i) or (ii) above is to be settled by delivery of Common Stock or other securities, in cash, or otherwise. The foregoing provisions of this Section 3.10 shall not apply to the sale of any shares to an underwriter pursuant to an underwriting agreement, the transfer of any shares to an Affiliate of the Holder, or the transfer of any shares to any trust for the direct or indirect benefit of the Holder or the immediate family of the Holder, *provided* that any such transferee agrees to be bound in writing by the restrictions set forth herein, and *provided further* that such restrictions shall be applicable to the Holder only if all officers and directors are subject to the same restrictions and the Company uses commercially reasonable efforts to obtain a similar agreement from all stockholders individually owning more than one percent (1%) of the Company's

outstanding Common Stock (after giving effect to conversion into Common Stock of all outstanding Preferred Stock). The underwriters in connection with such registration are intended third-party beneficiaries of this Section 3.10 and shall have the right, power and authority to enforce the provisions hereof as though they were a party hereto. Each Holder further agrees to execute such agreements as may be reasonably requested by the underwriters in connection with such registration that are consistent with this Section 3.10, or that are necessary to give further effect thereto, or that are customary under the circumstances. Any discretionary waiver or termination of the restrictions of any or all of such agreements by the Company or the underwriters shall apply pro rata to all Company stockholders that are subject to such agreements, based on the number of shares subject to such agreements.

4. Miscellaneous.

4.1 Successors and Assigns. The rights under this Agreement may only be assigned (but only with all related obligations) by a Holder to a transferee of Registrable Securities that (i) is an Affiliate of a Holder; (ii) is a Holder's Immediate Family Member or trust for the benefit of an individual Holder or one or more of such a Holder's Immediate Family Members; or (iii) after such transfer, holds at least 100,000 shares of Registrable Securities (subject to appropriate adjustment for stock splits, stock dividends, combinations, and other recapitalizations); *provided, however*, that (x) the Company is, within a reasonable time after such transfer, furnished with written notice of the name and address of such transferee and the Registrable Securities with respect to which such rights are being transferred; and (y) such transferee agrees in a written instrument delivered to the Company to be bound by and subject to the terms and conditions of this Agreement, including the provisions of Section 3.11. For the purposes of determining the number of shares of Registrable Securities held by a transferee, the holdings of a transferee (1) that is an Affiliate or stockholder of a Holder; (2) who is a Holder's Immediate Family Member; or (3) that is a trust for the benefit of an individual Holder or such Holder's Immediate Family Member shall be aggregated together and with those of the transferring Holder; *provided further* that all transferees who would not qualify individually for assignment of rights shall, as a condition to the applicable transfer, establish a single attorney-in-fact for the purpose of exercising any rights, receiving notices, or taking any action under this Agreement. The terms and conditions of this Agreement inure to the benefit of and are binding upon the respective successors and permitted assignees of the parties. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and permitted assignees any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided herein.

4.2 Governing Law. This Agreement shall be governed by the internal law of the State of New York, without regard to conflict of law principles that would result in the application of any law other than the law of the State of New York.

4.3 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

4.4 Titles and Subtitles. The titles and subtitles used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

4.5 Notices.

(a) All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt or (i) personal delivery to the party to be notified; (ii) when sent, if sent by electronic mail during the recipient's normal business hours, and if not sent during normal business hours, then on the recipient's next business day; (iii) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (iv) one (1) business day after the business day of deposit with a nationally recognized overnight courier, freight prepaid, specifying next-day delivery, with written verification of receipt. All communications shall be sent to the respective parties at their addresses as set forth on the signature pages hereto, or to the principal office of the Company and to the attention of the Chief Executive Officer, in the case of the Company, or to such email address or address as subsequently modified by written notice given in accordance with this Section 3.5. If notice is given to the Company, a copy shall also be sent to Duane Morris LLP, 30 South 17th Street, Philadelphia, PA 19103 Attn: Darrick M. Mix, E-mail: Dmix@duanemorris.com. If notice is given to Serpin Pharma and/or Rejuvenation Labs, a copy shall also be sent to Rimon P.C., 800 Oak Grove Ave Suite 250, Menlo Park, CA 94025 Attn: David Case, E-mail: dcase@rimonlaw.com.

(b) Consent to Electronic Notice. Each Holder consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the electronic mail address as on the books of the Company. Each Holder agrees to promptly notify the Company of any change in such stockholder's electronic mail address, and that failure to do so shall not affect the foregoing.

4.6 Amendments and Waivers. Any term of this Agreement may be amended, modified or terminated and the observance of any term of this Agreement may be waived (either generally or in a particular instance, and either retroactively or prospectively) only with the written consent of the Company and the holders of a majority of the Registrable Securities then outstanding; *provided* that any provision hereof may be waived by any waiving party on such party's own behalf, without the consent of any other party. Notwithstanding the foregoing, (a) this Agreement may not be amended, modified or terminated and the observance of any term hereof may not be waived with respect to any Holder without the written consent of such Holder, unless such amendment, modification, termination, or waiver applies to all Holders in the same fashion. Any amendment, modification, termination, or waiver effected in accordance with this Section 3.6 shall be binding on all parties hereto, regardless of whether any such party has consented thereto. No waivers of or exceptions to any term, condition, or provision of this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such term, condition, or provision.

4.7 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

4.8 Aggregation of Stock. All Registrable Securities held or acquired by Affiliates shall be aggregated together for the purpose of determining the availability of any rights under this Agreement and such Affiliates may apportion such rights as among themselves in any manner they deem appropriate.

4.9 Entire Agreement. This Agreement (including any Schedules and Exhibits hereto) constitutes the full and entire understanding and agreement among the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties is expressly canceled.

4.10 Dispute Resolution. In any action of proceeding between any of the parties arising out of or relating to this Agreement, each of the parties (a) hereby irrevocably and unconditionally consent and submit to the exclusive jurisdiction and venue of the Supreme Court of the State of New York or the United States District Court for the Southern District of New York; (b) agree that all claims in respect of such action or proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 4.10, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

4.11 Delays or Omissions. No delay or omission to exercise any right, power, or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power, or remedy of such nonbreaching or nondefaulting party, nor shall it be construed to be a waiver of or acquiescence to any such breach or default, or to any similar breach or default thereafter occurring, nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. All remedies, whether under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Equity Issuance and Registration Rights Agreement as of the date first written above.

DOGWOOD THERAPEUTICS, INC.

By: /s/ Greg Duncan

Name: Greg Duncan

Title: Chief Executive Officer

[Equity Issuance and Registration Rights Agreement]

IN WITNESS WHEREOF, the parties have executed this Equity Issuance and Registration Rights Agreement as of the date first written above.

SERPIN PHARMA, INC.

By: /s/ Cohava Gelber
Name: Cohava Gelber
Title: Chief Executive Officer

ADDRESS FOR NOTICE

9501 Discovery Blvd, Suite 120
Manassas, VA 20109
Email: cgelber@serpinpharma.com

REJUVENATION LABS, INC.

By: /s/ Cohava Gelber
Name: Cohava Gelber
Title: Chief Executive Officer

ADDRESS FOR NOTICE

9501 Discovery Blvd, Suite 120
Manassas, VA 20109
Email: cgelber@serpinpharma.com

[Equity Issuance and Registration Rights Agreement]

Exhibit A

Series A-2 Non-Voting Convertible Preferred Stock

[Attached.]

DOGWOOD THERAPEUTICS, INC.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this “*Agreement*”), dated as of September 29, 2025 (the “*Effective Date*”), is made by and among Dogwood Therapeutics, Inc., a Delaware corporation (“*Dogwood*”), and each of the Persons set forth on the signature page hereto (each, a “*Holder*”).

WHEREAS, Dogwood and Serpin Pharma, Inc, a Delaware corporation (“*Serpin*”), have entered into an Exclusive License Agreement, dated as of September 29, 2025 (the “*Licensing Agreement*”), pursuant to which Dogwood is issuing an aggregate of 382,034 shares of common stock, par value \$0.0001 per share, of the Company and 179.1878 shares of Preferred Stock (as defined below) to the Holders in consideration for the rights to the Licensed Technology and Licensed Trademarks (each as defined in the Licensing Agreement) granted by Serpin to Dogwood under the Licensing Agreement;

WHEREAS, as of the Effective Date, the Holders will be issued pursuant to the Licensing Agreement an aggregate of 382,034 shares of common stock, par value \$0.0001 per share of the Company (the “*Shares*”), which it shall beneficially own (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”)) and have sole or shared voting power with respect thereto;

WHEREAS, as an inducement and a condition to the willingness of Dogwood to enter into the Licensing Agreement, and in consideration of the expenses incurred and to be incurred by them in connection therewith, each Holder has agreed to enter into and perform this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, Dogwood and the Holders agree as follows:

1. **Agreement to Vote Shares.** Each Holder agrees that, prior to the Expiration Date (as defined in Section 2 below), at any meeting of the stockholders of Dogwood or any adjournment or postponement thereof, or in connection with any written consent of the stockholders of Dogwood, with respect to the proposals set forth on Schedule 1 hereto (the “*Stockholder Approvals*”), such Holder shall, or shall cause the holder of record on any applicable record date to:
 - (a) appear at such meeting or otherwise cause the Shares and any New Shares (as defined in Section 3 below) to be counted as present thereat (in person or by proxy) for purposes of calculating a quorum; and
 - (b) from and after the date hereof until the Expiration Date, vote (or cause to be voted), or deliver a written consent (or cause a written consent to be delivered) covering all of the Shares and any New Shares that such Holder shall be entitled to so vote: (i) in favor of the Stockholder Approvals and any matter that could reasonably be expected to facilitate the Stockholder Approvals; and (ii) to approve any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the Stockholder Approvals on the date on which such meeting is held. No Holder shall take or commit or agree to take any action inconsistent with the foregoing.
 2. **Expiration Date.** As used in this Agreement, the term “*Expiration Date*” shall mean the effective time of the Stockholder Approvals.
 3. **Additional Purchases.** Each Holder agrees that any shares of capital stock or other equity securities of Dogwood that such Holder or any of its Affiliates (as defined below) purchases or with respect
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to which such Holder or any of its Affiliates otherwise acquires sole or shared voting power (including any proxy) after the execution of this Agreement and prior to the Expiration Date, including, without limitation, by gift, succession, in the event of a stock split or as a dividend or distribution of any Shares ("**New Shares**"), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Shares. Further, any equity securities of Dogwood acquired by a Holder after the execution of this Agreement and prior to the Expiration Date upon the conversion of shares of Series A-2 Non-Voting Convertible Preferred Stock, par value \$0.0001 per share (the "**Preferred Stock**"), shall be deemed New Shares for the purposes of this Agreement. As used in this Agreement, the term "**Affiliate**" shall mean, with respect to any specified any individual, corporation, partnership, trust, limited liability company, association or other entity (each, a "**Person**"), any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including without limitation any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment adviser of, or shares the same management company or investment adviser with, such Person

4. Share Transfers. From and after the date hereof until the Expiration Date, no holder shall, directly or indirectly, (a) sell, assign, transfer, tender, or otherwise dispose of (including, without limitation, by the creation of any Liens (as defined in Section 5(c) below)) ("**Transfer**") any Shares or any New Shares acquired, (b) deposit any Shares or New Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to such Shares or New Shares or grant any proxy or power of attorney with respect thereto (other than this Agreement), (c) enter into any contract, option, commitment or other arrangement or understanding with respect to the direct or indirect Transfer of any Shares or New Shares, or (d) take any action that would make any representation or warranty of a Holder contained herein untrue or incorrect or have the effect of preventing or disabling a Holder from performing its obligations under this Agreement. Notwithstanding the foregoing, a Holder may make a Transfer of Shares to one or more Affiliates, provided that, in each such case the applicable transferee has signed a voting agreement in substantially the form hereof or joinder to this Agreement. If any voluntary or involuntary Transfer of any Shares or New Shares covered hereby shall occur (including a Transfer permitted by this Section 4, sale by a Holder's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), (x) the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Shares or New Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect, and the transferee shall agree in writing to be bound by the terms and conditions of this Agreement or executes a joinder to this Agreement, in a form reasonably acceptable to Dogwood, and either the applicable Holder or the transferee provides Dogwood with a copy of such agreement promptly upon consummation of any such Transfer. Any Transfer in violation of this Section 4 shall be null and void.
5. Representations and Warranties of Holders. Each Holder, jointly and severally, hereby represents and warrants to Dogwood as follows:
 - (a) (i) Each Holder is duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is incorporated or constituted, (ii) each Holder has all necessary power and authority to execute and deliver this Agreement, to perform such Holder's obligations hereunder and to consummate the transactions contemplated hereby, and the execution and delivery of this Agreement, performance of such Holder's obligations hereunder and the consummation of the transactions contemplated hereby by such Holder have been duly authorized by all necessary action on the part of such Holder and no other

proceedings on the part of such Holder are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby;

- (b) this Agreement has been duly executed and delivered by or on behalf of each Holder and, assuming this Agreement constitutes a valid and binding agreement of Dogwood, constitutes a valid and binding agreement with respect to each Holder, enforceable against each Holder in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally;
- (c) Holders beneficially own the Shares and will own any New Shares, free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever ("**Liens**"), and have sole or shared, and otherwise unrestricted, voting power with respect to such Shares or New Shares and none of the Shares or New Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares or the New Shares, except as contemplated by this Agreement;
- (d) the execution and delivery of this Agreement by each Holder does not, and the performance by any Holder of its obligations hereunder and the compliance by any Holder with any provisions hereof will not, violate or conflict with, result in a material breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Liens on any Shares or New Shares pursuant to, any agreement, instrument, note, bond, mortgage, Contract, lease, license, permit or other obligation or any order, arbitration award, judgment or decree to which any Holder or its Affiliates is a party or by which a Holder or any of its Affiliates is bound, or any law, statute, rule or regulation to which Holder or any of its Affiliates is subject or, in the event that a Holder is a corporation, partnership, trust or other entity, any bylaw, certificate of incorporation, certificate of formation or other organizational document of such Holder; except for any of the foregoing as would not reasonably be expected to prevent or delay the performance by such Holder of its obligations under this Agreement in any material respect;
- (e) the execution and delivery of this Agreement by the Holders does not, and the performance of this Agreement by the Holders does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any federal, state, local or foreign government, governmental or quasi-governmental authority or regulatory authority by Holders or any of their respective Affiliates, except for applicable requirements, if any, of the Exchange Act, and except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by Holders of their obligations under this Agreement in any material respect;
- (f) no investment banker, broker, finder or other intermediary is entitled to a fee or commission from Dogwood in respect of this Agreement based upon any contract made by or on behalf of any Holder or any of their respective Affiliates; and
- (g) as of the date of this Agreement, there is no action, suit, litigation, arbitration or similar legal proceeding pending or, to the knowledge of any Holder, threatened against any Holder or any of their respective Affiliates that would reasonably be expected to prevent

or delay the performance by any Holder of its obligations under this Agreement in any material respect.

6. Irrevocable Proxy. Subject to the final sentence of this Section 6, by execution of this Agreement each Holder does hereby appoint Dogwood and any of its designees with full power of substitution and resubstitution, as such Holder's true and lawful attorney and irrevocable proxy, to the fullest extent of such Holder's rights with respect to the Shares or New Shares, to vote and exercise all voting and related rights, including the right to sign such Holder's name (solely in its capacity as a stockholder) to any stockholder consent, if such Holder is unable to perform or otherwise does not perform its obligations under this Agreement, with respect to such Shares solely with respect to the matters set forth in Section 1 hereof. Each Holder intends this proxy to be irrevocable and coupled with an interest hereunder until the Expiration Date, hereby revokes any proxy previously granted by such Holder with respect to the Shares or New Shares and represents that none of such previously-granted proxies are irrevocable. The irrevocable proxy and power of attorney granted herein shall survive the death or incapacity of such Holder and the obligations of such Holder shall be binding on such Holder's heirs, personal representatives, successors, transferees and assigns. Each Holder hereby agrees not to grant any subsequent powers of attorney or proxies with respect to any Shares or New Shares with respect to the matters set forth in Section 1 until after the Expiration Date. Each Holder hereby affirms that the proxy set forth in this Section 6 is given in connection with and granted in consideration of and as an inducement to Dogwood to enter into the Licensing Agreement and to issue and sell to such Holder the Shares and that such proxy is given to secure the obligations of the Holders under Section 1. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the Expiration Date.
7. Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without the need of posting bond in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
8. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Dogwood any direct or indirect ownership or incidence of ownership of or with respect to any Shares or New Shares. All rights, ownership and economic benefits of and relating to the Shares or New Shares shall remain vested in and belong to the Holders, and Dogwood does not have authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Dogwood or exercise any power or authority to direct the Holders in the voting of any of the Shares or New Shares, except as otherwise provided herein.
9. Termination. This Agreement shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the foregoing, upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; *provided, however*, nothing set forth in this Section 9 or elsewhere in this Agreement shall relieve any party from liability for any fraud or for any willful and material breach of this Agreement prior to termination hereof.

10. Further Assurances. Holders shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Dogwood may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.
11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.
12. Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; *provided, however*, that neither this Agreement nor any of a party's rights or obligations hereunder may be assigned or delegated by such party without the prior written consent of the other parties hereto, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such party without the other party's prior written consent shall be void and of no effect. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
13. No Waivers. No waivers of any breach of this Agreement extended by Dogwood to any Holder shall be construed as a waiver of any rights or remedies of Dogwood with respect to any other stockholder of Dogwood who has executed an agreement substantially in the form of this Agreement with respect to Shares or New Shares held or subsequently held by such stockholder or with respect to any subsequent breach of a Holder or any other stockholder of Dogwood. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.
14. Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or Legal Proceeding between any of the parties arising out of or relating to this Agreement, each of the parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Supreme Court of the State of New York or the United States District Court for the Southern District of New York, (b) agrees that all claims in respect of such action or Legal Proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 14, (c) waives any objection to laying venue in any such action or Legal Proceeding in such courts, (d) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, and (e) agrees that service of process upon such party in any such action or Legal Proceeding shall be effective if notice is given in accordance with Section 20 of this Agreement.

15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LEGAL PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith AND THE MATTERS CONTEMPLATED HEREBY AND THEREBY.
16. Entire Agreement; Counterparts; Exchanges by Electronic Transmission. This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by electronic transmission via “.pdf” shall be sufficient to bind the parties to the terms and conditions of this Agreement.
17. Amendment. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed on behalf of each party hereto; *provided, however,* that the rights or obligations of a Holder may be waived, amended or otherwise modified in a writing signed by Dogwood and such Holder.
18. Fees and Expenses. Except as otherwise specifically provided herein, the Licensing Agreement or any other agreement contemplated by the Licensing Agreement to which a party hereto is a party, each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.
19. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties. Each of the parties hereby acknowledges, represents and warrants that (a) it has read and fully understood this Agreement and the implications and consequences thereof; (b) it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or it has made a voluntary and informed decision to decline to seek such counsel; and (c) it is fully aware of the legal and binding effect of this Agreement.
20. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (a) when delivered or sent if delivered in person or sent by email (without receiving a failure of delivery message in return) or, to the extent not delivered on a Business Day during business hours, on the next Business Day, (b) on the fifth Business Day after dispatch by registered or certified mail, or (c) on the next Business Day if transmitted by national overnight courier, in each case as follows (or at such other address for a party as shall be specified by like notice):

(i) If to Dogwood, to:

Dogwood Therapeutics, Inc.
44 Milton Avenue
Alpharetta, GA 30009
Attention: Angela Walsh
Email: angela@dwtx.com

with a copy to (which shall not constitute notice):

Duane Morris LLP

30 S. 17th St.
Philadelphia, PA 19103
United States
Attention: Darrick Mix
Email: dmix@duanemorris.com

(ii) If to Holders, to:

Serpin Pharma, Inc.
9501 Discovery Blvd., Suite 120
Manassas, VA 20109
United States
Attention: Cohava Gelber
Email: cgelber@serpinpharma.com

with a copy to (which shall not constitute notice):

Rimon PC
800 Oak Grove Ave., Suite 250
Menlo Park, CA 94025
United States
Attention: David E. Case
Email: dcase@rimonlaw.com

21. Disclosure. Each Holders hereby agrees that Dogwood may publish and disclose in any registration statement, proxy statement, any prospectus filed with any regulatory authority in connection with the Shareholder Proposals, the Licensing Agreement and the other documents and actions contemplated therein and any related documents filed with such regulatory authority and as otherwise required by law, Holder's identity and ownership of Shares and the nature of Holder's commitments, arrangements and understandings under this Agreement and may further file this Agreement as an exhibit to any registration statement, prospectus, proxy statement or in any other filing made by Dogwood as required by law or the terms of the Licensing Agreement, including with the Securities and Exchange Commission or other regulatory authority, relating to the Licensing Agreement and the other documents and actions contemplated herein or therein, all subject to prior review and an opportunity to comment by Holder's counsel. Prior to any such filing, no Holder shall, and shall use its reasonable best efforts to cause its representatives not to, directly or indirectly, make any press release, public announcement or other public communication that criticizes or disparages this Agreement or the Licensing Agreement or any of the other documents and actions contemplated therein, without the prior written consent of Dogwood, provided that, the foregoing shall not limit or affect any actions taken by a Holder (or any affiliated officer or director of Holder, if applicable) that would be permitted to be taken by a Holder or Dogwood pursuant to the Licensing Agreement.
22. Construction.
- (a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and

neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.

- (b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- (c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”
- (d) Except as otherwise indicated, all references in this Agreement to “Sections,” and “Schedules” are intended to refer to Sections of this Agreement and Schedules to this Agreement, respectively.
- (e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

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EXECUTED as of the Effective Date.

SERPIN PHARMA, INC.

By: /s/ Cohava Gelber
Name: Cohava Gelber, PhD, MBA
Title: CEO

REJUVENATION LABS, INC.

By: /s/ Cohava Gelber
Name: Cohava Gelber, PhD, MBA
Title: Chairperson of the Board

[Signature Page to Support Agreement]

EXECUTED as of the Effective Date.

DOGWOOD THERAPEUTICS, INC.

By: /s/ Greg Duncan

Name: Greg Duncan

Title: Chief Executive Officer

[Signature Page to Support Agreement]

Schedule 1

Stockholder Approvals

1. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A Non-Voting Convertible Preferred Stock.
 2. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A-1 Non-Voting Convertible Preferred Stock.
 3. Approval of the conversion of any and all shares of Series A Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A Non-Voting Convertible Preferred Stock.
 4. Approval of the conversion of any and all shares of Series A-1 Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A-1 Non-Voting Convertible Preferred Stock.
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DOGWOOD THERAPEUTICS, INC.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this “*Agreement*”), dated as of September 29, 2025 (the “*Effective Date*”), is made by and between Dogwood Therapeutics, Inc., a Delaware corporation (“*Dogwood*”) and [_____].

WHEREAS, as of the Effective Date, Individual beneficially owns (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”)) and has sole or shared voting power with respect to [____] shares of common stock, par value \$0.0001 per share of the Company (the “*Shares*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, Dogwood and Individual agree as follows:

1. **Agreement to Vote Shares.** Individual agrees that, prior to the Expiration Date (as defined in Section 2 below), at any meeting of the stockholders of Dogwood or any adjournment or postponement thereof, or in connection with any written consent of the stockholders of Dogwood, with respect to the proposals set forth on Schedule 1 hereto (the “*Stockholder Approvals*”), Individual shall, or shall cause the holder of record on any applicable record date to:
 - (a) appear at such meeting or otherwise cause the Shares and any New Shares (as defined in Section 3 below) to be counted as present thereat (in person or by proxy) for purposes of calculating a quorum; and
 - (b) from and after the date hereof until the Expiration Date, vote (or cause to be voted), or deliver a written consent (or cause a written consent to be delivered) covering all of the Shares and any New Shares that Individual shall be entitled to so vote: (i) in favor of the Stockholder Approvals and any matter that could reasonably be expected to facilitate the Stockholder Approvals; and (ii) to approve any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the Stockholder Approvals on the date on which such meeting is held. Individual shall not take or commit or agree to take any action inconsistent with the foregoing.
 2. **Expiration Date.** As used in this Agreement, the term “*Expiration Date*” shall mean the effective time of the Stockholder Approvals.
 3. **Additional Purchases.** Individual agrees that any shares of capital stock or other equity securities of Dogwood that Individual purchases or with respect to which Individual otherwise acquires sole or shared voting power (including any proxy) after the execution of this Agreement and prior to the Expiration Date, including, without limitation, by gift, succession, in the event of a stock split or as a dividend or distribution of any Shares (“*New Shares*”), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Shares. For the avoidance of doubt, any equity securities of Dogwood acquired by Individual after the execution of this Agreement and prior to the Expiration Date upon the conversion of shares of Series A Non-Voting Convertible Preferred Stock, par value \$0.0001 and/or such other convertible securities of Dogwood shall be deemed New Shares for the purposes of this Agreement.
 4. **Share Transfers.** From and after the date hereof until the Expiration Date, Individual shall not, directly or indirectly, (a) sell, assign, transfer, tender, or otherwise dispose of (including, without
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limitation, by the creation of any Liens (as defined in Section 5(c) below)) any Shares or any New Shares acquired, (b) deposit any Shares or New Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to such Shares or New Shares or grant any proxy or power of attorney with respect thereto (other than this Agreement), (c) enter into any contract, option, commitment or other arrangement or understanding with respect to the direct or indirect sale, transfer, assignment or other disposition of (including, without limitation, by the creation of any Liens) any Shares or New Shares, or (d) take any action that would make any representation or warranty of Individual contained herein untrue or incorrect or have the effect of preventing or disabling Individual from performing its obligations under this Agreement. Notwithstanding the foregoing, Individual may make a transfer of Shares to one or more partners or members of Individual or to an affiliated corporation, trust or other entity under common control with Individual, provided that, in each such case the applicable transferee has signed a voting agreement in substantially the form hereof or joinder to this Agreement. If any voluntary or involuntary transfer of any Shares or New Shares covered hereby shall occur (including a transfer or disposition permitted by this Section 4, sale by Individual's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), (x) the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Shares or New Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect, and the transferee shall agree in writing to be bound by the terms and conditions of this Agreement or executes a joinder to this Agreement, in a form reasonably acceptable to Dogwood, and either Individual or the transferee provides Dogwood with a copy of such agreement promptly upon consummation of any such transfer. Any transfer in violation of this Section 4 shall be null and void.

5. Representations and Warranties of Individual. Individual hereby represents and warrants to Dogwood as follows:

- (a) (i) Individual has all necessary power and authority to execute and deliver this Agreement, to perform Individual's obligations hereunder and to consummate the transactions contemplated hereby, and (ii) the execution and delivery of this Agreement, performance of Individual's obligations hereunder and the consummation of the transactions contemplated hereby by Individual have been duly authorized by all necessary action on the part of Individual and no other proceedings on the part of Individual are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby;
- (b) this Agreement has been duly executed and delivered by or on behalf of Individual and, assuming this Agreement constitutes a valid and binding agreement of Dogwood, constitutes a valid and binding agreement with respect to Individual, enforceable against Individual in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally;
- (c) Individual beneficially owns the Shares and will own any New Shares, free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever ("Liens"), and has sole or shared, and otherwise unrestricted, voting power with respect to such Shares or New Shares and none of the Shares or New Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares or the New Shares, except as contemplated by this Agreement;
- (d) the execution and delivery of this Agreement by Individual does not, and the performance by Individual of its obligations hereunder and the compliance by Individual with any

provisions hereof will not, violate or conflict with, result in a material breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Liens on any Shares or New Shares pursuant to, any agreement, instrument, note, bond, mortgage, Contract, lease, license, permit or other obligation or any order, arbitration award, judgment or decree to which Individual is a party or by which Individual is bound, or any law, statute, rule or regulation to which Individual is subject or, in the event that Individual is a corporation, partnership, trust or other Entity, any bylaw, certificate of incorporation, certificate of formation or other organizational document of Individual; except for any of the foregoing as would not reasonably be expected to prevent or delay the performance by Individual of its obligations under this Agreement in any material respect;

- (e) the execution and delivery of this Agreement by Individual does not, and the performance of this Agreement by Individual does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any federal, state, local or foreign government, governmental or quasi-governmental authority or regulatory authority by Individual except for applicable requirements, if any, of the Exchange Act, and except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by Individual of its obligations under this Agreement in any material respect;
 - (f) no investment banker, broker, finder or other intermediary is entitled to a fee or commission from Dogwood in respect of this Agreement based upon any contract made by or on behalf of Individual; and
 - (g) as of the date of this Agreement, there is no action, suit, litigation, arbitration or similar legal proceeding pending or, to the knowledge of Individual, threatened against Individual that would reasonably be expected to prevent or delay the performance by Individual of its obligations under this Agreement in any material respect.
6. Irrevocable Proxy. Subject to the final sentence of this Section 6, by execution of this Agreement Individual does hereby appoint Dogwood and any of its designees with full power of substitution and resubstitution, as Individual's true and lawful attorney and irrevocable proxy, to the fullest extent of Individual's rights with respect to the Shares or New Shares, to vote and exercise all voting and related rights, including the right to sign Individual's name (solely in its capacity as a stockholder) to any stockholder consent, if Individual is unable to perform or otherwise does not perform its obligations under this Agreement, with respect to such Shares solely with respect to the matters set forth in Section 1 hereof. Individual intends this proxy to be irrevocable and coupled with an interest hereunder until the Expiration Date, hereby revokes any proxy previously granted by Individual with respect to the Shares or New Shares and represents that none of such previously-granted proxies are irrevocable. The irrevocably proxy and power of attorney granted herein shall survive the death or incapacity of Individual and the obligations of Individual shall be binding on Individual's heirs, personal representatives, successors, transferees and assigns. Individual hereby agrees not to grant any subsequent powers of attorney or proxies with respect to any Shares or New Shares with respect to the matters set forth in Section 1 until after the Expiration Date. Individual hereby affirms that the proxy set forth in this Section 6 is given in connection with and granted in consideration of and as an inducement to Dogwood to issue and sell to Individual the Shares and that such proxy is given to secure the obligations of Individual under Section 1. Notwithstanding anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the Expiration Date.

7. Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without the need of posting bond in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
8. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Dogwood any direct or indirect ownership or incidence of ownership of or with respect to any Shares or New Shares. All rights, ownership and economic benefits of and relating to the Shares or New Shares shall remain vested in and belong to Individual, and Dogwood does not have authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Dogwood or exercise any power or authority to direct Individual in the voting of any of the Shares or New Shares, except as otherwise provided herein.
9. Termination. This Agreement shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the foregoing, upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; *provided, however,* nothing set forth in this Section 9 or elsewhere in this Agreement shall relieve any party from liability for any fraud or for any willful and material breach of this Agreement prior to termination hereof.
10. Further Assurances. Individual shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Dogwood may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.
11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.
12. Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; *provided, however,* that neither this Agreement nor any of a party's rights or obligations hereunder may be assigned or delegated by such party without the prior written consent of the other parties hereto, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such party without the other party's prior written consent shall be void and of no effect. Nothing in this

Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13. No Waivers. No waivers of any breach of this Agreement extended by Dogwood to Individual shall be construed as a waiver of any rights or remedies of Dogwood with respect to any other stockholder of Dogwood who has executed an agreement substantially in the form of this Agreement with respect to Shares or New Shares held or subsequently held by such stockholder or with respect to any subsequent breach of Individual or any other stockholder of Dogwood. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.
14. Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the state of New York, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or Legal Proceeding between any of the parties arising out of or relating to this Agreement, each of the parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Supreme Court of the State of New York or the United States District Court for the Southern District of New York, (b) agrees that all claims in respect of such action or Legal Proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 14, (c) waives any objection to laying venue in any such action or Legal Proceeding in such courts, (d) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, and (e) agrees that service of process upon such party in any such action or Legal Proceeding shall be effective if notice is given in accordance with Section 20 of this Agreement.
15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LEGAL PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith AND THE MATTERS CONTEMPLATED HEREBY AND THEREBY.
16. Entire Agreement; Counterparts; Exchanges by Electronic Transmission. This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by electronic transmission via “.pdf” shall be sufficient to bind the parties to the terms and conditions of this Agreement.
17. Amendment. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed on behalf of each party hereto; *provided, however,* that the rights or obligations of Individual may be waived, amended or otherwise modified in a writing signed by Dogwood and Individual.
18. Fees and Expenses. Except as otherwise specifically provided herein, that certain Share Exchange Agreement, dated as of October 7, 2024 (the “**Exchange Agreement**”), or any other agreement contemplated by the Exchange Agreement to which a party hereto is a party, each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.
19. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties. Each of the parties hereby

acknowledges, represents and warrants that (a) it has read and fully understood this Agreement and the implications and consequences thereof; (b) it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or it has made a voluntary and informed decision to decline to seek such counsel; and (c) it is fully aware of the legal and binding effect of this Agreement.

20. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered or sent if delivered in person or sent by email (without receiving a failure of delivery message in return) or, to the extent not delivered on a Business Day during business hours, on the next Business Day, (ii) on the fifth Business Day after dispatch by registered or certified mail, or (iii) on the next Business Day if transmitted by national overnight courier, in each case as follows (or at such other address for a party as shall be specified by like notice):

- (i) If to Dogwood, to:

Dogwood Therapeutics, Inc.
44 Milton Avenue
Alpharetta, GA 30009
Attention: Angela Walsh
Email: angela@dwtx.com

with a copy to (which shall not constitute notice):

Duane Morris LLP
30 S. 17th St.
Philadelphia, PA 19103
United States
Attention: Darrick Mix
Email: dmix@duanemorris.com

- (ii) If to [____], to:

[____]
[____]
[____]
Email: [_____]

21. Disclosure. Individual hereby agrees that Dogwood may publish and disclose in any registration statement, any prospectus filed with any regulatory authority in connection with the Exchange Agreement and the other documents and actions contemplated therein and any related documents filed with such regulatory authority and as otherwise required by law, Individual's identity and ownership of Shares and the nature of Individual's commitments, arrangements and understandings under this Agreement and may further file this Agreement as an exhibit to any registration statement or prospectus or in any other filing made by Dogwood as required by law or the terms of the Exchange Agreement, including with the Securities and Exchange Commission or other regulatory authority, relating to the Exchange Agreement and the other documents and actions contemplated therein, all subject to prior review and an opportunity to comment by Individual's counsel. Prior to any such filing, Individual shall not, and shall use its reasonable best efforts to cause its representatives not to, directly or indirectly, make any press release, public announcement or other

public communication that criticizes or disparages this Agreement or the Exchange Agreement or any of the other documents and actions contemplated therein, without the prior written consent of Dogwood, provided that, the foregoing shall not limit or affect any actions taken by Individual (or any affiliated officer or director of Individual) that would be permitted to be taken by Individual or Dogwood pursuant to the Exchange Agreement; provided, further, that the foregoing shall not effect any actions of Individual the prohibition of which would be prohibited under applicable law.

22. Construction.

- (a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.
- (b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
- (c) As used in this Agreement, the words “include” and “including,” and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words “without limitation.”
- (d) Except as otherwise indicated, all references in this Agreement to “Sections,” and “Schedules” are intended to refer to Sections of this Agreement and Schedules to this Agreement, respectively.
- (e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

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EXECUTED as of the Effective Date.

[_____]

[Signature Page to Support Agreement]

EXECUTED as of the Effective Date.

DOGWOOD THERAPEUTICS, INC.

By: _____

Name:

Title:

[Signature Page to Support Agreement]

Schedule 1

Stockholder Approvals

1. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A-1 Non-Voting Convertible Preferred Stock.
 2. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A-2 Non-Voting Convertible Preferred Stock.
 3. Approval of the conversion of any and all shares of Series A-1 Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A-1 Non-Voting Convertible Preferred Stock.
 4. Approval of the conversion of any and all shares of Series A-2 Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A-2 Non-Voting Convertible Preferred Stock.
-

DOGWOOD THERAPEUTICS, INC.

SUPPORT AGREEMENT

THIS SUPPORT AGREEMENT (this “*Agreement*”), dated as of September 29, 2025 (the “*Effective Date*”), is made by and between Dogwood Therapeutics, Inc., a Delaware corporation (“*Dogwood*”) and Sealbond Limited, a British Virgin Island corporation (“*Sealbond*”).

WHEREAS, as of the Effective Date, Sealbond beneficially owns (as defined in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”)) and has sole or shared voting power with respect to 211,383 shares of common stock, par value \$0.0001 per share of the Company (the “*Shares*”).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth herein and for other good and valuable consideration, Dogwood and Sealbond agree as follows:

1. **Agreement to Vote Shares.** Sealbond agrees that, prior to the Expiration Date (as defined in Section 2 below), at any meeting of the stockholders of Dogwood or any adjournment or postponement thereof, or in connection with any written consent of the stockholders of Dogwood, with respect to the proposals set forth on Schedule 1 hereto (the “*Stockholder Approvals*”), Sealbond shall, or shall cause the holder of record on any applicable record date to:
 - (a) appear at such meeting or otherwise cause the Shares and any New Shares (as defined in Section 3 below) to be counted as present thereat (in person or by proxy) for purposes of calculating a quorum; and
 - (b) from and after the date hereof until the Expiration Date, vote (or cause to be voted), or deliver a written consent (or cause a written consent to be delivered) covering all of the Shares and any New Shares that Sealbond shall be entitled to so vote: (i) in favor of the Stockholder Approvals and any matter that could reasonably be expected to facilitate the Stockholder Approvals; and (ii) to approve any proposal to adjourn or postpone the meeting to a later date, if there are not sufficient votes for the Stockholder Approvals on the date on which such meeting is held. Sealbond shall not take or commit or agree to take any action inconsistent with the foregoing.
2. **Expiration Date.** As used in this Agreement, the term “*Expiration Date*” shall mean the effective time of all of the Stockholder Approvals.
3. **Additional Purchases.** Sealbond agrees that any shares of capital stock or other equity securities of Dogwood that Sealbond purchases or with respect to which Sealbond otherwise acquires sole or shared voting power (including any proxy) after the execution of this Agreement and prior to the Expiration Date, including, without limitation, by gift, succession, in the event of a stock split or as a dividend or distribution of any Shares (“*New Shares*”), shall be subject to the terms and conditions of this Agreement to the same extent as if they constituted the Shares. For the avoidance of doubt, any equity securities of Dogwood acquired by Sealbond after the execution of this Agreement and prior to the Expiration Date upon the conversion of shares of Series A Non-Voting Convertible Preferred Stock, par value \$0.0001 and/or such other convertible securities of Dogwood shall be deemed New Shares for the purposes of this Agreement.
4. **Share Transfers.** From and after the date hereof until the Expiration Date, Sealbond shall not, directly or indirectly, (a) sell, assign, transfer, tender, or otherwise dispose of (including, without

limitation, by the creation of any Liens (as defined in Section 5(c) below)) any Shares or any New Shares acquired, (b) deposit any Shares or New Shares into a voting trust or enter into a voting agreement or similar arrangement with respect to such Shares or New Shares or grant any proxy or power of attorney with respect thereto (other than this Agreement), (c) enter into any contract, option, commitment or other arrangement or understanding with respect to the direct or indirect sale, transfer, assignment or other disposition of (including, without limitation, by the creation of any Liens) any Shares or New Shares, or (d) take any action that would make any representation or warranty of Sealbond contained herein untrue or incorrect or have the effect of preventing or disabling Sealbond from performing its obligations under this Agreement. Notwithstanding the foregoing, Sealbond may make a transfer of Shares to one or more partners or members of Sealbond or to an affiliated corporation, trust or other entity under common control with Sealbond, provided that, in each such case the applicable transferee has signed a voting agreement in substantially the form hereof or joinder to this Agreement. If any voluntary or involuntary transfer of any Shares or New Shares covered hereby shall occur (including a transfer or disposition permitted by this Section 4, sale by Sealbond's trustee in bankruptcy, or a sale to a purchaser at any creditor's or court sale), (x) the transferee (which term, as used herein, shall include any and all transferees and subsequent transferees of the initial transferee) shall take and hold such Shares or New Shares subject to all of the restrictions, liabilities and rights under this Agreement, which shall continue in full force and effect, and the transferee shall agree in writing to be bound by the terms and conditions of this Agreement or executes a joinder to this Agreement, in a form reasonably acceptable to Dogwood, and either Sealbond or the transferee provides Dogwood with a copy of such agreement promptly upon consummation of any such transfer. Any transfer in violation of this Section 4 shall be null and void.

5. Representations and Warranties of Sealbond. Sealbond hereby represents and warrants to Dogwood as follows:

- (a) (i) Sealbond is duly organized, validly existing and in good standing under the laws of the British Virgin Islands, (ii) Sealbond has all necessary power and authority to execute and deliver this Agreement, to perform Sealbond's obligations hereunder and to consummate the transactions contemplated hereby, and (iii) the execution and delivery of this Agreement, performance of Sealbond's obligations hereunder and the consummation of the transactions contemplated hereby by Sealbond have been duly authorized by all necessary action on the part of Sealbond and no other proceedings on the part of Sealbond are necessary to authorize this Agreement, or to consummate the transactions contemplated hereby;
- (b) this Agreement has been duly executed and delivered by or on behalf of Sealbond and, assuming this Agreement constitutes a valid and binding agreement of Dogwood, constitutes a valid and binding agreement with respect to Sealbond, enforceable against Sealbond in accordance with its terms, except as enforcement may be limited by general principles of equity whether applied in a court of law or a court of equity and by bankruptcy, insolvency and similar laws affecting creditors' rights and remedies generally;
- (c) Sealbond beneficially owns the Shares and will own any New Shares, free and clear of any liens, claims, charges or other encumbrances or restrictions of any kind whatsoever ("***Liens***"), and has sole or shared, and otherwise unrestricted, voting power with respect to such Shares or New Shares and none of the Shares or New Shares is subject to any voting trust or other agreement, arrangement or restriction with respect to the voting of the Shares or the New Shares, except as contemplated by this Agreement;

- (d) the execution and delivery of this Agreement by Sealbond does not, and the performance by Sealbond of its obligations hereunder and the compliance by Sealbond with any provisions hereof will not, violate or conflict with, result in a material breach of or constitute a default (or an event that with notice or lapse of time or both would become a material default) under, or give to others any rights of termination, amendment, acceleration or cancellation of, or result in the creation of any Liens on any Shares or New Shares pursuant to, any agreement, instrument, note, bond, mortgage, Contract, lease, license, permit or other obligation or any order, arbitration award, judgment or decree to which Sealbond is a party or by which Sealbond is bound, or any law, statute, rule or regulation to which Sealbond is subject or, in the event that Sealbond is a corporation, partnership, trust or other Entity, any bylaw, certificate of incorporation, certificate of formation or other organizational document of Sealbond; except for any of the foregoing as would not reasonably be expected to prevent or delay the performance by Sealbond of its obligations under this Agreement in any material respect;
 - (e) the execution and delivery of this Agreement by Sealbond does not, and the performance of this Agreement by Sealbond does not and will not, require any consent, approval, authorization or permit of, or filing with or notification to, any federal, state, local or foreign government, governmental or quasi-governmental authority or regulatory authority by Sealbond except for applicable requirements, if any, of the Exchange Act, and except where the failure to obtain such consents, approvals, authorizations or permits, or to make such filings or notifications, would not prevent or delay the performance by Sealbond of its obligations under this Agreement in any material respect;
 - (f) no investment banker, broker, finder or other intermediary is entitled to a fee or commission from Dogwood in respect of this Agreement based upon any contract made by or on behalf of Sealbond; and
 - (g) as of the date of this Agreement, there is no action, suit, litigation, arbitration or similar legal proceeding pending or, to the knowledge of Sealbond, threatened against Sealbond that would reasonably be expected to prevent or delay the performance by Sealbond of its obligations under this Agreement in any material respect.
6. Irrevocable Proxy. Subject to the final sentence of this Section 6, by execution of this Agreement Sealbond does hereby appoint Dogwood and any of its designees with full power of substitution and resubstitution, as Sealbond's true and lawful attorney and irrevocable proxy, to the fullest extent of Sealbond's rights with respect to the Shares or New Shares, to vote and exercise all voting and related rights, including the right to sign Sealbond's name (solely in its capacity as a stockholder) to any stockholder consent, if Sealbond is unable to perform or otherwise does not perform its obligations under this Agreement, with respect to such Shares solely with respect to the matters set forth in Section 1 hereof. Sealbond intends this proxy to be irrevocable and coupled with an interest hereunder until the Expiration Date, hereby revokes any proxy previously granted by Sealbond with respect to the Shares or New Shares and represents that none of such previously-granted proxies are irrevocable. The irrevocably proxy and power of attorney granted herein shall survive the death or incapacity of Sealbond and the obligations of Sealbond shall be binding on Sealbond's heirs, personal representatives, successors, transferees and assigns. Sealbond hereby agrees not to grant any subsequent powers of attorney or proxies with respect to any Shares or New Shares with respect to the matters set forth in Section 1 until after the Expiration Date. Sealbond hereby affirms that the proxy set forth in this Section 6 is given in connection with and granted in consideration of and as an inducement to Dogwood to issue and sell to Sealbond the Shares and that such proxy is given to secure the obligations of Sealbond under Section 1. Notwithstanding

anything contained herein to the contrary, this irrevocable proxy shall automatically terminate upon the Expiration Date.

7. Other Remedies; Specific Performance. Except as otherwise provided herein, any and all remedies herein expressly conferred upon a party will be deemed cumulative with, and not exclusive of, any other remedy conferred hereby, or by law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions hereof without the need of posting bond in any court of the United States or any state having jurisdiction, this being in addition to any other remedy to which they are entitled at law or in equity.
8. No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in Dogwood any direct or indirect ownership or incidence of ownership of or with respect to any Shares or New Shares. All rights, ownership and economic benefits of and relating to the Shares or New Shares shall remain vested in and belong to Sealbond, and Dogwood does not have authority to manage, direct, superintend, restrict, regulate, govern, or administer any of the policies or operations of Dogwood or exercise any power or authority to direct Sealbond in the voting of any of the Shares or New Shares, except as otherwise provided herein.
9. Termination. This Agreement shall terminate and shall have no further force or effect as of the Expiration Date. Notwithstanding the foregoing, upon termination or expiration of this Agreement, no party shall have any further obligations or liabilities under this Agreement; provided, however, nothing set forth in this Section 9 or elsewhere in this Agreement shall relieve any party from liability for any fraud or for any willful and material breach of this Agreement prior to termination hereof.
10. Further Assurances. Sealbond shall, from time to time, execute and deliver, or cause to be executed and delivered, such additional or further consents, documents and other instruments as Dogwood may reasonably request for the purpose of effectively carrying out the transactions contemplated by this Agreement.
11. Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If a final judgment of a court of competent jurisdiction declares that any term or provision of this Agreement is invalid or unenforceable, the parties hereto agree that the court making such determination shall have the power to limit such term or provision, to delete specific words or phrases or to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be valid and enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the parties hereto agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term or provision.
12. Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and assigns; provided, however, that neither this Agreement nor any of a party's rights or obligations hereunder may be assigned or

delegated by such party without the prior written consent of the other parties hereto, and any attempted assignment or delegation of this Agreement or any of such rights or obligations by such party without the other party's prior written consent shall be void and of no effect. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

13. No Waivers. No waivers of any breach of this Agreement extended by Dogwood to Sealbond shall be construed as a waiver of any rights or remedies of Dogwood with respect to any other stockholder of Dogwood who has executed an agreement substantially in the form of this Agreement with respect to Shares or New Shares held or subsequently held by such stockholder or with respect to any subsequent breach of Sealbond or any other stockholder of Dogwood. No waiver of any provisions hereof by any party shall be deemed a waiver of any other provisions hereof by any such party, nor shall any such waiver be deemed a continuing waiver of any provision hereof by such party.
14. Applicable Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Delaware, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws. In any action or Legal Proceeding between any of the parties arising out of or relating to this Agreement, each of the parties: (a) irrevocably and unconditionally consents and submits to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware or to the extent such court does not have subject matter jurisdiction, the Superior Court of the State of Delaware or the United States District Court for the District of Delaware, (b) agrees that all claims in respect of such action or Legal Proceeding shall be heard and determined exclusively in accordance with clause (a) of this Section 14, (c) waives any objection to laying venue in any such action or Legal Proceeding in such courts, (d) waives any objection that such courts are an inconvenient forum or do not have jurisdiction over any party, and (e) agrees that service of process upon such party in any such action or Legal Proceeding shall be effective if notice is given in accordance with Section 20 of this Agreement.
15. Waiver of Jury Trial. THE PARTIES HERETO HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR LEGAL PROCEEDING RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY DOCUMENT EXECUTED IN CONNECTION HERewith AND THE MATTERS CONTEMPLATED HEREBY AND THEREBY.
16. Entire Agreement; Counterparts; Exchanges by Electronic Transmission. This Agreement and the other agreements referred to in this Agreement constitute the entire agreement and supersede all prior agreements and understandings, both written and oral, among or between any of the parties with respect to the subject matter hereof and thereof. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by all parties by electronic transmission via “.pdf” shall be sufficient to bind the parties to the terms and conditions of this Agreement.
17. Amendment. This Agreement may not be amended, supplemented or modified, and no provisions hereof may be modified or waived, except by an instrument in writing signed on behalf of each party hereto; *provided, however,* that the rights or obligations of Sealbond may be waived, amended or otherwise modified in a writing signed by Dogwood and Sealbond.
18. Fees and Expenses. Except as otherwise specifically provided herein, that certain Share Exchange Agreement, dated as of October 7, 2024 (the “*Exchange Agreement*”), or any other agreement

contemplated by the Exchange Agreement to which a party hereto is a party, each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

19. Voluntary Execution of Agreement. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the parties. Each of the parties hereby acknowledges, represents and warrants that (a) it has read and fully understood this Agreement and the implications and consequences thereof; (b) it has been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or it has made a voluntary and informed decision to decline to seek such counsel; and (c) it is fully aware of the legal and binding effect of this Agreement.
20. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) when delivered or sent if delivered in person or sent by email (without receiving a failure of delivery message in return) or, to the extent not delivered on a Business Day during business hours, on the next Business Day, (ii) on the fifth Business Day after dispatch by registered or certified mail, or (iii) on the next Business Day if transmitted by national overnight courier, in each case as follows (or at such other address for a party as shall be specified by like notice):

- (i) If to Dogwood, to:

Dogwood Therapeutics, Inc.
44 Milton Avenue
Alpharetta, GA 30009
Attention: Angela Walsh
Email: angela@dwtx.com

with a copy to (which shall not constitute notice):

Duane Morris LLP
30 S. 17th St.
Philadelphia, PA 19103
United States
Attention: Darrick Mix
Email: dmix@duanemorris.com

- (ii) If to Sealbond, to:

Sealbond Limited
2 Dai Fu Street
Tai Po Industrial Estate
New Territories, Hong Kong
Attention: General Counsel
Email: CKLS-Legalteam@ck-lifesciences.com

with a copy to (which shall not constitute notice):

Goodwin Procter LLP
100 Northern Avenue
Boston, MA 02210
Attention: Blake Liggio

Caitlin Tompkins
Email: bliggio@goodwinlaw.com
ctompkins@goodwinlaw.com

21. Disclosure. Sealbond hereby agrees that Dogwood may publish and disclose in any registration statement, any prospectus filed with any regulatory authority in connection with the Exchange Agreement and the other documents and actions contemplated therein and any related documents filed with such regulatory authority and as otherwise required by law, Sealbond's identity and ownership of Shares and the nature of Sealbond's commitments, arrangements and understandings under this Agreement and may further file this Agreement as an exhibit to any registration statement or prospectus or in any other filing made by Dogwood as required by law or the terms of the Exchange Agreement, including with the Securities and Exchange Commission or other regulatory authority, relating to the Exchange Agreement and the other documents and actions contemplated therein, all subject to prior review and an opportunity to comment by Sealbond's counsel. Prior to any such filing, Sealbond shall not, and shall use its reasonable best efforts to cause its representatives not to, directly or indirectly, make any press release, public announcement or other public communication that criticizes or disparages this Agreement or the Exchange Agreement or any of the other documents and actions contemplated therein, without the prior written consent of Dogwood, provided that, the foregoing shall not limit or affect any actions taken by Sealbond (or any affiliated officer or director of Sealbond) that would be permitted to be taken by Sealbond or Dogwood pursuant to the Exchange Agreement; provided, further, that the foregoing shall not effect any actions of Sealbond the prohibition of which would be prohibited under applicable law. Notwithstanding the absence of a confidentiality obligation in this Agreement, Dogwood acknowledges and agrees that Sealbond (including its parent company) may make an announcement or disclosure regarding the existence or terms of this Agreement if required by applicable law or the rules of a recognized securities exchange. Sealbond shall, to the extent practicable and legally permitted, provide Dogwood with reasonable prior notice of such disclosure
22. Construction.
- (a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include masculine and feminine genders.
 - (b) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.
 - (c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."
 - (d) Except as otherwise indicated, all references in this Agreement to "Sections," and "Schedules" are intended to refer to Sections of this Agreement and Schedules to this Agreement, respectively.
 - (e) The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

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EXECUTED as of the Effective Date.

SEALBOND LIMITED

By: /s/ Alan Yu

Name: Alan Yu

Title: Director

[Signature Page to Support Agreement]

EXECUTED as of the Effective Date.

DOGWOOD THERAPEUTICS, INC.

By: /s/ Greg Duncan

Name: Greg Duncan

Title: CEO

[Signature Page to Support Agreement]

Schedule 1

Stockholder Approvals

1. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A-1 Non-Voting Convertible Preferred Stock.
 2. Approval, for the purposes of complying with the applicable provisions of Nasdaq Listing Rule 5635, of the potential issuance of Dogwood's common stock upon conversion of the Series A-2 Non-Voting Convertible Preferred Stock.
 3. Approval of the conversion of any and all shares of Series A-1 Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A-1 Non-Voting Convertible Preferred Stock.
 4. Approval of the conversion of any and all shares of Series A-2 Non-Voting Preferred Stock of the Company into shares of the Company's common stock in accordance with the terms of the Certificate of Designation of Preferences, Rights and Limitations of Series A-2 Non-Voting Convertible Preferred Stock.
-



Dogwood Therapeutics Secures Exclusive Worldwide, Royalty Free License to Develop and Commercialize SP16 as a Treatment for Cancer Related Pain in an All-Stock Transaction Underscoring the Company's Dedication to Improving the Lives of Cancer Patients

-A first-in-class LRP1 agonist, SP16 phase 1b Chemotherapy Induced Neuropathy (CIPN) Study fully funded by the National Cancer Institute, with projected patient enrollment beginning in the first half of 2026-

-SP16 has demonstrated both anti-inflammatory and neural repair activity that has the potential to treat CIPN, synergistically complementing Halneuron®, the Company's late stage NaV1.7 inhibitor, which has demonstrated significant pain reduction in previous Phase 2 studies-

-Webcast today, September 29, 2025, at 8:30 a.m. Eastern Time-

ATLANTA, Ga., September 29th, 2025 -- Dogwood Therapeutics, Inc. (Nasdaq: DWTX) ("Dogwood" or the "Company"), a clinical-stage biotechnology company developing new medicines to treat pain and neuropathy, today announced that in an all-stock transaction, it has secured a royalty free, global license to develop Serpin Pharma's intravenous (IV) formulation of SP16 to manage cancer related pain (CRP) including a broad range of chemotherapy induced neuropathy symptoms.

Serpin Pharma has discovered the active portion of A1AT responsible for both the anti-inflammatory (analgesic) activity as well as tissue repair, and this active portion is represented by SP16. SP16 is a first-in-class LRP1 agonist which has demonstrated both anti-inflammatory and neural repair activity that has the potential to treat chemotherapy-induced peripheral neuropathy (CIPN). SP16 IV is the focus of a forthcoming Phase 1b CIPN study that is fully funded by the National Cancer Institute, reflecting the uniqueness of this approach, as well as the extraordinary unmet medical need associated with this debilitating cancer-related condition.

"The SP16 in-license aligns with our strategic objective of expanding our research pipeline in an area where Dogwood's pain and neuropathy management research expertise can add value to both the asset increasing our equity value for shareholders," said Greg Duncan, Dogwood Therapeutics Chief Executive Officer. "The National Cancer Institute's funding of the SP16 IV Phase 1b program obviates the need to use our existing capital in the near-term to advance SP16 into clinical development."

SP16 IV mimics the activity of alpha-1-antitrypsin's (A1AT) anti-inflammatory and immunomodulatory actions. In preclinical research, SP16 has demonstrated anti-inflammatory and analgesic benefits, as well as neural restorative and repair activity, both of which hold



promise for addressing the multitude of symptoms and damage and functional complication of CIPN.

"After reviewing potential partners for this program, we believe Greg Duncan and the Dogwood team is best poised to take SP16 IV for cancer related pain through the clinic to address this major unmet need," said Dr. Cohava Gelber, CEO of Serpin Pharma.

"SP16 IV may have intrinsic potential to deliver adjunctive improvement of non-pain symptoms if utilized with Halneuron®, the Company's lead development candidate," said Lawrence Steinman, MD, Professor of Neurology and Neurological Sciences, Pediatrics, and Genetics at Stanford University and Scientific Advisory Board Member of Serpin Pharma.

Halneuron® is a Na_v1.7 specific sodium channel inhibitor that has demonstrated statistically significant and clinically meaningful pain reductions in general cancer pain, as well as chemotherapy induced neuropathic pain (CINP), respectively. Halneuron® is currently in Phase 2b development to treat CINP, a condition for which the medicine has been granted fast-track review designation by FDA. Over eighty patients have been recruited to date in this landmark Phase 2b CINP study, with interim data from 90-100 patients projected in December 2025.

"Expanding a biotech company's quality shots on goal is always valued, but doing so with two development candidates that stand on their own merit, with additional potential to be mechanistically synergistic, adds additional value to this exciting worldwide SP16 license," said Mike Gendreau, M.D., Ph.D., Dogwood Therapeutics Chief Medical Officer. "We intend to explore the potential of SP16, both as a treatment for a multitude of CIPN symptoms, as well as its potential to help with repair and/or restoration of nerve function damaged by chemotherapy."

About the Licensing Transaction

Pursuant to an exclusive licensing agreement Serpin Pharma, Inc. and its designated affiliates will receive 382,034 shares of DWTX common stock and 179,187.8 shares of a new series of non-voting convertible preferred stock (with a conversion ratio of preferred to common of 1:10,000) (the "Preferred Stock") which collectively represents 7.31% of the Company's common stock, on a fully diluted basis which assumes conversion of all series of outstanding preferred stock of the Company including any transaction fees.

The issuance of shares of common stock upon conversion of the Preferred Stock shall be subject to stockholder approval in compliance with the rules of the Nasdaq Stock Market.

Tungsten Advisors served as the exclusive financial advisor to the Company. Duane Morris LLP is serving as legal counsel to the Company. Rimon Law is serving as legal counsel to Serpin Pharma, Inc.



Webcast Presentation

The Company will host a webcast presentation to discuss the transaction today, September 29, 2025, at 8:30 a.m. Eastern Time.

Investors Dial-in:

Toll Free: 888-506-0062

International: 973-528-0011

Participant Access Code: 793917

Webcast URL: <https://www.webcaster5.com/Webcast/Page/2639/53039>

A replay of the webcast will also be available via the investor website after the call's conclusion.

About Halneuron®

Dogwood's lead product candidate, Halneuron®, is in Phase 2b development as a non-opioid, $\text{Na}_v 1.7$ inhibitor to treat pain conditions including the neuropathic pain associated with chemotherapy treatment. Halneuron® is the focus of an ongoing Phase 2b CINP trial with interim data readout projected for December of 2025. Halneuron® has been granted fast track designation from the Food and Drug Administration ("FDA") for the treatment of CINP.

About Dogwood Therapeutics

Dogwood Therapeutics (Nasdaq: DWTX) is a development-stage biopharmaceutical company focused on developing new medicines to treat pain and fatigue-related disorders. The Dogwood research pipeline includes two separate mechanistic platforms with a non-opioid analgesic program and an antiviral program. The proprietary, non-opioid, $\text{Na}_v 1.7$ analgesic program is centered on our lead development candidate, Halneuron®, which is a highly specific voltage-gated sodium channel modulator, a mechanism known to be effective for reducing pain transmission. In clinical studies, Halneuron® treatment has demonstrated pain reduction in pain related to general cancer and in pain related to CINP. Interim data from the ongoing Halneuron® Phase 2 CINP study are expected in Q4 of 2025.

For more information, please visit www.dwtx.com.

Forward-Looking Statements:

Statements in this press release contain "forward-looking statements," within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, that are subject to substantial risks and



uncertainties. All statements, other than statements of historical fact, contained in this press release are forward-looking statements. Forward-looking statements contained in this press release may be identified by the use of words such as “anticipate,” “believe,” “contemplate,” “could,” “estimate,” “expect,” “intend,” “seek,” “may,” “might,” “plan,” “potential,” “predict,” “project,” “suggest,” “target,” “aim,” “should,” “will,” “would,” or the negative of these words or other similar expressions, although not all forward-looking statements contain these words. Forward-looking statements are based on Dogwood’s current expectations and are subject to inherent uncertainties, risks and assumptions that are difficult to predict, including risks related to the completion, timing and results of current and future clinical studies relating to Dogwood’s product candidates. Further, certain forward-looking statements are based on assumptions as to future events that may not prove to be accurate. These and other risks and uncertainties are described more fully in the section titled “Risk Factors” in the Annual Report on Form 10-K for the year ended December 31, 2024, which has been filed with the Securities and Exchange Commission. Forward-looking statements contained in this announcement are made as of this date, and Dogwood undertakes no duty to update such information except as required under applicable law.

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DOGWOOD
THERAPEUTICS

**Deepening our Commitment to Patients
Suffering from Chemotherapy Induced
Peripheral Neuropathy**

September 29th, 2025

NASDAQ: DWTX

- Great Progress on Ongoing Halneuron® Phase 2b Chemotherapy Induced Pain Study
- Exciting New SP16 Cancer Related Pain Global License Overview
- Q&A

Na_v1.7 Research Pipeline Targeting Chronic and Acute Pain, Includes FDA Fast Track Designation for Treating CINP



Target Indication	Candidate/Target	Preclinical	Phase 1	Phase 2	Phase 3
Chemotherapy-Induced Neuropathic Pain (CINP)	Halneuron® Na _v 1.7	Phase 2b Ongoing: FDA Fast Track Designation			
Cancer Related Pain (CRP)	Halneuron® Na _v 1.7	Phase 2 Complete			
Acute pain	Halneuron® Na _v 1.7				

Halneuron® – Fulfills Many Requirements Of An Ideal Analgesic



Halneuron® Reduced CRP and CINP Pain In Previous Phase 2 Studies



Demonstrated Acceptable Safety in Testing Including Over 700 Patients



Responders Demonstrate Mean Pain Relief of ~ 2 Months



Composition of Matter IP Complemented by Manufacturing Know-How and Trade Secrets



No evidence of addiction, euphoria or tolerance



There are no drugs approved to treat CINP, highlighting a very large commercial opportunity

80 Patients Have Currently Been Randomized To Treatment In The Halneuron® 4-Week Phase 2b CINP Study



Baseline	Week 1	Week 2	Week 3	Week 4
Run-in Period Avg. of Days -7 to -1	8 Halneuron® treatment injections spaced over 2 weeks			Primary Endpoint End of Study

- **Primary Objective of the 4-Week Phase 2b study**
 - To explore the safety and efficacy of Halneuron® in the treatment of patients with moderate-to-severe CINP
- **Primary Efficacy Endpoint**
 - Change from baseline at Week 4 in the weekly average of daily 24-hour recall pain intensity scores, comparing Halneuron® to placebo
 - Based on entries in e-diary implemented on personal smartphone
- **Secondary Efficacy Endpoints**
 - Patient Global Impression of Change (PGIC), PROMIS Fatigue, PROMIS Sleep, PROMIS-29, Pain Interference, Hospital Anxiety and Depression Scale (HADS), Neuropathic Pain Symptom Inventory (NPSI)
- **Target enrollment of 200 patients, subject to modification post Phase 2b interim analysis (projected in Q4 2025)**

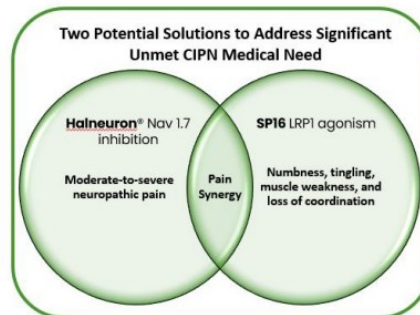
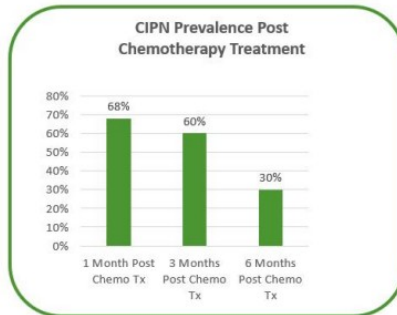
Key Features of the SP16 IV Transaction

- Royalty free, global license to develop and commercialize Serpin Pharma's IV formulation of SP16 as a treatment for neuropathy and potentially to repair and/or prevent nerve damage associated with off target effects of chemotherapy
 - SP16 provides alpha-1-antitrypsin activity via low-density lipoprotein receptor-related protein-1 (LRP1) agonism
 - Consistent with alpha-1-antitrypsin anti-inflammatory and immunomodulatory actions, SP16 preclinically demonstrates:
 - Anti-inflammatory and analgesic action via reduction in IL-6, IL-8, IL-1 β and TNF-alpha levels
 - Potential to repair damaged tissue via increases in pAKT and pERK, signaling proteins that regulate fundamental processes such as growth, proliferation, and survival
- SP16 is a clinical stage development candidate poised to enter Phase 1b research as a treatment for chemotherapy induced peripheral neuropathy (CIPN) symptoms
 - Reduced inflammation at the site of nerve injury, exhibiting potential to reduce numbness, tingling and pain associated with chemotherapy induced neuropathy
 - LRP1 agonism might offer pain reduction synergy when used with our Halneuron® Nav 1.7 inhibitor
 - Improved nerve survival and regenerative signaling may offer nerve restorative potential
- The Phase 1b trial is endorsed by and fully funded by the National Cancer Institute
 - NCI grant proceeds received
 - Study to be run in collaboration with University of VA to determine best doses for Phase 2a, also eligible for NCI funding
 - Phase 2a is also eligible for NCI funding
- Currently planning to file IND Q4 2025, dosing patients 1H 2026

Exclusive Global License for Serpin Pharma's IV formulation of SP16 Complements Halneuron®

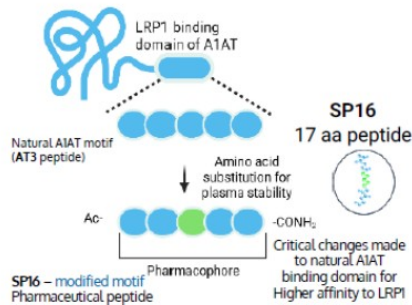


- Serpin benefits from DWTX experience in late-stage development, including pain related conditions
- Serpin consideration for the royalty-free, global development and commercialization license has been provided in DWTX stock
 - Consideration via a combination of ~382,000 common shares and ~ 179 preferred (A-2) shares representing Serpin ownership of DWTX stock projected to be 7.31% on a fully diluted basis, predicated on a shareholder vote to convert the preferred shares to common
- License includes a mutual support agreement between Serpin Pharma and CK-Life Sciences to convert respective preferred shares to common shares at a forthcoming special meeting
 - CKLS ownership projected to be ~ 83.00% on a fully diluted basis
 - Special meeting contemplated for Q4 of 2025
- Expands DWTX pipeline and deepens our commitment to addressing multiple domains of CIPN/CINP



NASDAQ: DWTX

SP16 is a safe and natural solution to inflammatory disease



- Alpha 1 antitrypsin (A1AT) is a member of the serpin (serine protease inhibitor family) that plays a critical role in protecting the body from the damaging effects of powerful enzyme proteases, including neutrophil elastase
- Neutrophil elastase is released by white blood cells, particularly during infection and inflammation, to help fight off pathogens and remove damaged cells
 - A1AT acts as an "off switch" or inhibitor for proteases including neutrophil elastase, preventing them from damaging healthy tissue
- Serpin the company has discovered the active portion of A1AT responsible for this activity
 - SP16 is a 17 amino acid peptide containing the active portion of A1AT activating LRP1
 - Isolated only the anti-inflammatory portion of A1AT (removed pro-inflammatory sequences) for higher potency (300x)
- SP16 administered via IV formulation with two hypothesized actions:
 - Anti-inflammatory (analgesic) action via reduction of IL-6, IL-8, IL-1 β and TNF-alpha
 - Repairs tissue via increases in pAKT and pERK that regulate fundamental processes like growth, proliferation, and survival
- Human PoC is the next stage of SP16 development

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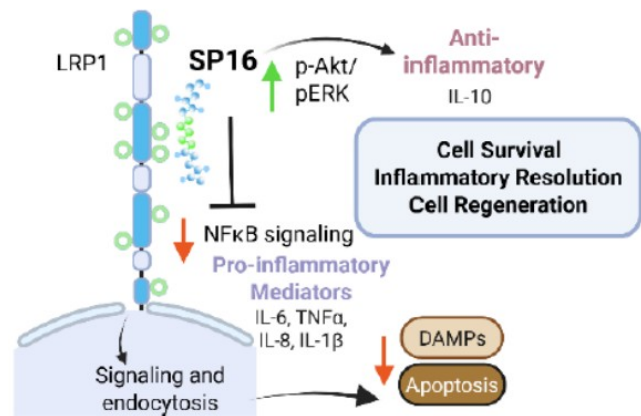
SP16 is a potent LRP1 agonist

- LRP1 (LDL-receptor related protein-1) is a signaling and endocytic receptor critical in controlling the immune response
- Expressed on virtually all cell types (critical for maintaining cell health)

SP16 Mechanism of Action

- Activates specific anti-inflammatory and reparative signaling to restore immune balance
- Endocytic function clears inflammatory triggers (DAMPs/PAMPS) from the cell environment; upstream inflammasome regulation
- Cell signaling reduces inflammatory (NFκB) pathways while initiating regenerative tissue repair pathways (Akt/ERK)
- Harmful inflammatory mediators are reduced while resolving mediators are increased to help restore cell health

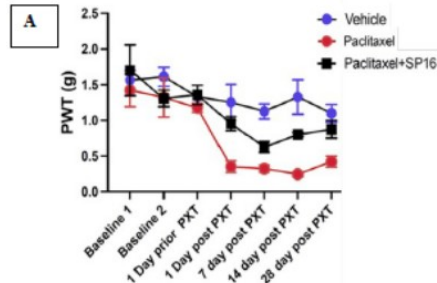
SP16's non-immunosuppressive mechanism maintains the body's natural ability to heal during inflammation



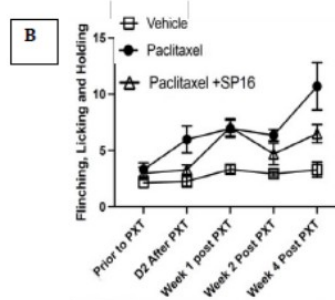
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- SP16 reduced both mechanical and cold hypersensitivity in a murine model of paclitaxel induced neuropathy

Von Frey mechanical hypersensitivity



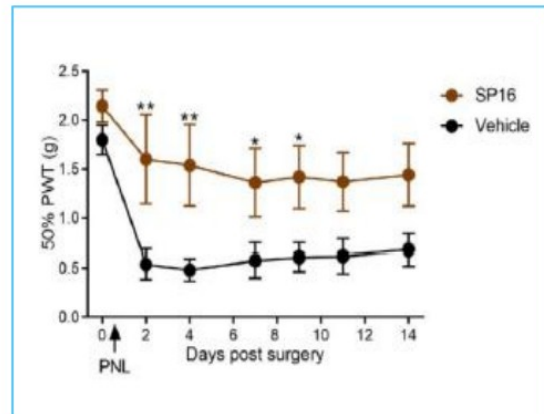
Thermal allodynia



SP16 reduces sensory hypersensitivity in taxane induced model. C57BL/6 mice were administered PXT (4 mg/kg, IP) every other day for 8 days. Mice were treated with SP16 (2mg/kg, SC) or vehicle control at the start of PXT treatment and 3x/week for 3 weeks, dropping to 1x/week at the start of the 4th week. **A) mechanical hypersensitivity (von Frey)** and **B) Cold allodynia (acetone test)** was evaluated every week for 4 weeks. n=6 mice

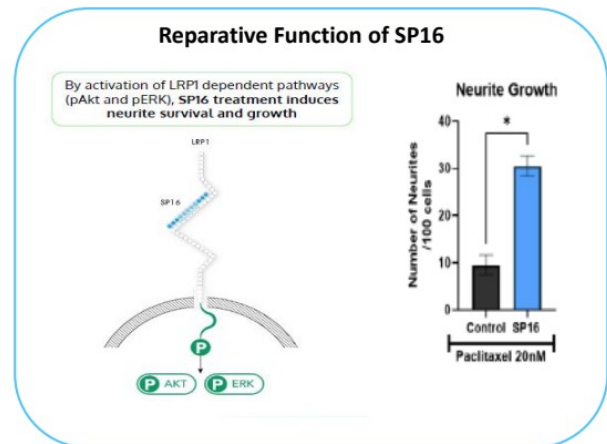
Systemically administered SP16 treatment blocks the development of mechanical hypersensitivity

- Tactile allodynia develops after peripheral nerve ligation and are sustained for 14 days
- SP16(2μg/g) delivered daily (S.C.) significantly prevented the development of tactile allodynia for 9 days post-injury (**p<0.01)



SP16 LRP1 Agonism Exhibits Potential to Prevent and/or Repair Nerve Damage Associated Chemotherapy

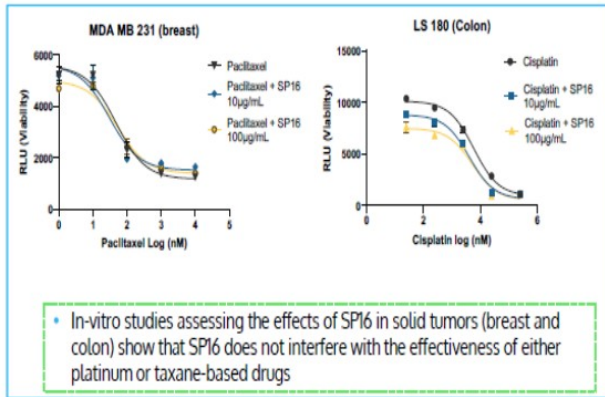
- In collaboration with Dr. Wendy Campana at the University of California San Diego, SP16 was tested for its regenerative effects on neurons
- Neurotrophic effects of SP16 and associated increase in regenerative genes in neurons [Wang, 2022]
- SP16 was neuroprotective, activating neurite survival and growth, pro-regenerative genes and proteins, and protective signaling pathways
- SP16 significantly increased neurite growth in the presence of paclitaxel



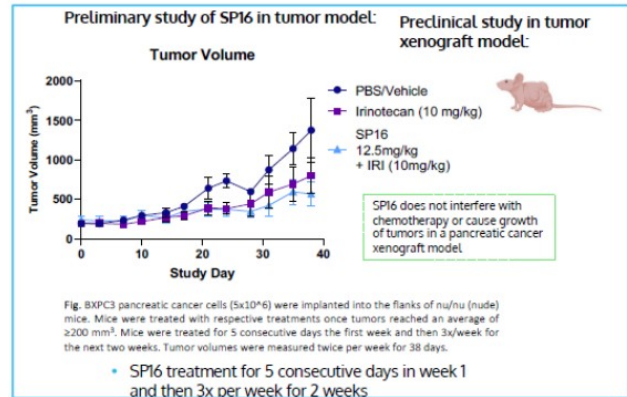
Source: Wang et al., 2021 FASEB J

In-vitro Assays in Several Cancer Types Shows SP16 Does Not Interfere with Common Chemotherapy Regimes

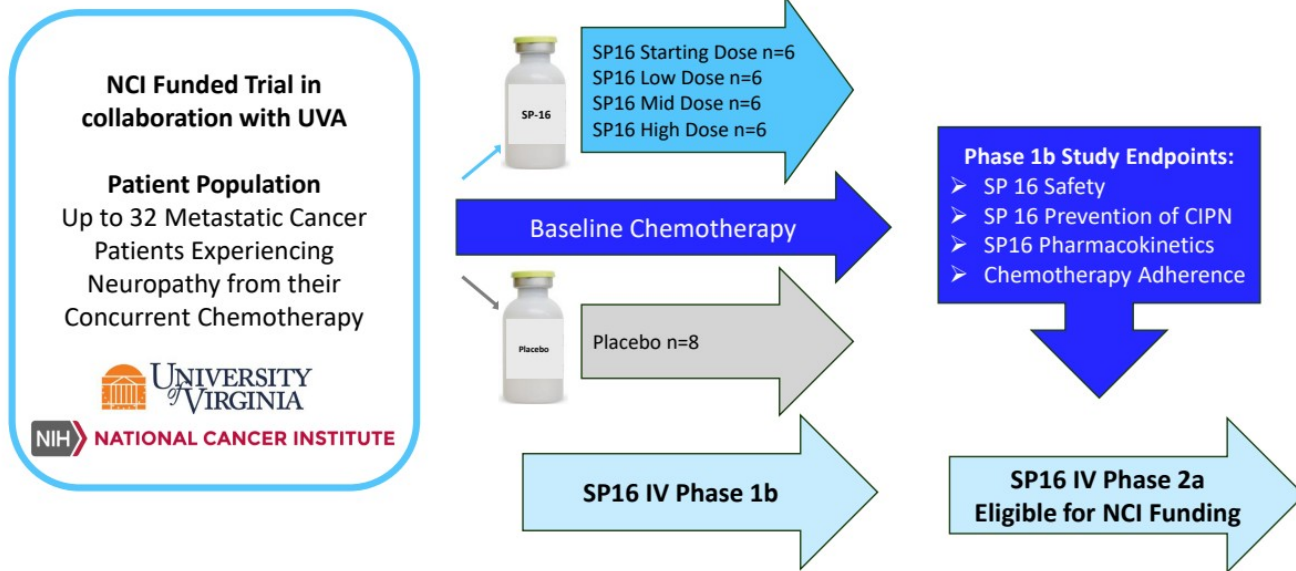
In-vitro assays in breast and colon cancer shows SP16 does not interfere with the effectiveness of either platinum or taxane drugs



In-vitro assays in pancreatic cancer cells shows SP16 does not interfere with the effectiveness of a topoisomerase 1 inhibitor



NCI Funded SP16 Research Plan to be Finalized with FDA and Executed at University of VA



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Halneuron® Fit with SP16 for CINP and More Broadly for Cancer Related Pain



Deal Rationale:

- Halneuron® (TTX) = Nav1.7 channel blocker, analgesic → best for treating established CINP pain
 - Halneuron® is in later-stage development for CINP
- SP16 = LRP1-agonist, anti-inflammatory, neuroprotection → best for attenuation of CIPN during chemo;
 - SP16 is in early clinical stage development and may enable neuroprotection, may preserve full chemo regimen and potential to synergistically complement Halneuron® in treating pain post chemotherapy
- Common commercial call Points (oncology and pain Centers) and potential partners
 - Bundled protocols/formularies with major cancer centers/providers
 - Co-promotion targeting infusion suites and pain clinics
 - Together deeper penetration into the global CINP treatment opportunity ~\$1.5B market
 - Ability to expand into larger Cancer Related Pain market
- Increased “shots on goal” by doubling down on the channel into CIPN/ CINP
 - Independent endpoints (prevention/regeneration vs treatment) allow parallel development
 - Positive readouts in either arm create unique revenue pathways, while combination studies are designed

Candidate/Target	Target Indication	Next Key Milestone
Halneuron® Na _v 1.7	FDA Fast Track Designation for Treatment of CINP	Q4 '25: New Synthetic Halneuron® IP Filed to Support P3 & Commercialization Q4 '25: Recruitment of 100 Patients in Phase 2b Q4 '25: Phase 2b Interim Data Readout Q2/Q3 '26: Final data for 200 Patient Phase 2b CINP
SP16 LRP1 agonist	Novel New Treatment for CIPN	Q4: Filed SP16 IND to Advance to Phase 1b Safety Study 1H '26: Patient Enrollment Begins in Fully Funded Phase 1b CIPN Study*

*Subject to be review with FDA

Expanding Commitment to Patients Suffering from Neuropathy, with Goal to Expand to General Cancer and Post Surgical Pain

