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): **October 19, 2026**

DOGWOOD THERAPEUTICS, INC.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-39811**	**85-4314201**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

44 Milton Avenue **Alpharetta, GA**	**30009**
(Address of Principal Executive Offices)	(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.

Subscription Agreement

On October 19, 2026, Dogwood Therapeutics, Inc. (the "Company") entered into a Subscription Agreement (the "Subscription Agreement") with Sealbond Limited ("Sealbond"), pursuant to which the Company agreed to issue and sell 4,098,360 shares (the "Shares") of common stock, par value $0.0001 per share (the "Common Stock"), of the Company to Sealbond in a private placement. The Shares are being sold at a purchase price of $1.22 per Share.

The gross proceeds to the Company from the private placement are expected to be approximately $5 million before deducting offering expenses. The Company intends to use the proceeds from the private placement for general working capital. All of the Shares in the private placement are being sold by the Company.

Sealbond beneficially owns approximately 63.9% of the Company's outstanding Common Stock prior to giving effect to the private placement and is considered an affiliate of the Company.

The issuance of the Shares to Sealbond will not be registered under the Securities Act of 1933, as amended (the "Securities Act"), or under any state securities laws, in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Rule 506(b) of Regulation D promulgated thereunder. The Company is relying on this exemption from registration based in part on representations made by Sealbond. The Shares may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Neither this Current Report on Form 8-K nor the exhibits attached hereto constitutes an offer to sell or the solicitation of an offer to buy the Shares described herein.

The closing of the private placement is expected to occur on or prior to October 29, 2026 (the "Closing Date").

Registration Rights Agreement

On October 19, 2026, the Company entered into a registration rights agreement (the "Registration Rights Agreement") with Sealbond, pursuant to which the Company agreed to register for resale the Shares issued in the private placement (the "Registrable Securities"). The Company is required to prepare and file a registration statement with the Securities and Exchange Commission (the "SEC") no later than the 15th day following the date of the Registration Rights Agreement (the "Filing Deadline") and to use reasonable best efforts to have the registration statement declared effective as soon as reasonably practicable following the filing thereof but in any event no later than the fifth (5^{th}) business day after notice is received from the SEC that it will not review, or has no further comments to, the registration statement.

The Company has agreed to be responsible for all fees and expenses incurred in connection with the registration of the Registrable Securities, other than selling expenses, which will be borne by Sealbond.

The Registration Rights Agreement provides that the Company will indemnify Sealbond and its controlling persons, members, directors, officers, partners, employees, managers, agents, representatives and advisors against certain liabilities, including liabilities under the Securities Act arising from untrue statements or omissions of material fact in the registration statement or related prospectus, or from violations of securities laws by the Company in connection with the registration, except to the extent arising from information furnished in writing by Sealbond for use therein. Sealbond has agreed to indemnify the Company and certain related persons against liabilities arising from such information, limited to the proceeds received by Sealbond from the sale of the Registrable Securities giving rise to the claim.

The foregoing descriptions of the Subscription Agreement and the Registration Rights Agreement do not

purport to be complete and are qualified in their entirety by reference to the full text of the Subscription Agreement and the Registration Rights Agreement, copies of which are filed as Exhibits 10.1 and 10.2, respectively, to this Current Report on Form 8-K, and are incorporated herein by reference.

The representations, warranties and covenants contained in the Subscription Agreement and the Registration Rights Agreement were made solely for the benefit of the parties thereto and may be subject to limitations agreed upon by the contracting parties. Accordingly, the Subscription Agreement and the Registration Rights Agreement are incorporated herein by reference only to provide investors with information regarding the terms thereof and not to provide investors with any other factual information regarding the Company or its business, and should be read in conjunction with the disclosures in the Company's periodic reports and other filings with the SEC.

Item 3.02. Unregistered Sale of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K regarding the private placement is incorporated by reference into this Item 3.02. The Shares have not been registered under the Securities Act and may not be offered or sold absent registration or an applicable exemption from the registration requirements of the Securities Act.

Item 8.01. Other Events.

On October 19, 2026, the Company issued a press release announcing the private placement. A copy of the press release is attached hereto as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1*	Subscription Agreement, dated as of October 19, 2026, by and between Dogwood Therapeutics, Inc. and Sealbond Limited.
10.2*	Registration Rights Agreement, dated as of October 19, 2026, by and between Dogwood Therapeutics, Inc. and Sealbond Limited.
99.1*	Press Release, dated October 19, 2026
104	Cover Page Interactive Data File (formatted in Inline XBRL and contained in Exhibit 101)

* Filed Herewith

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

October 19, 2026

Exhibit 10.1

DOGWOOD THERAPEUTICS, INC.

SUBSCRIPTION AGREEMENT

This Subscription Agreement (this "**Agreement**") is being delivered to you by Dogwood Therapeutics, Inc., a Delaware corporation (the "**Company**"), in connection with your subscription for shares (the "**Shares**") of the Company's common stock, par value $0.0001 per share (the "**Common Stock**"), at a purchase price per share set forth on the signature page hereto and in the aggregate purchase price set forth on the signature page hereto to be issued and sold to you by the Company. The Shares being subscribed for by you are being offered and sold by the Company in a transaction (the "**Private Placement**") exempt from registration under the Securities Act of 1933, as amended (the "**Securities Act**"), pursuant to exemptions available under Section 4(a)(2) and/or Rule 506(b) of Regulation D promulgated thereunder, for an offering up to an aggregate amount of $5,000,000. There is no minimum offering amount. Subject to Section 6(a), all subscription proceeds for the sale of the Shares will be directly paid in immediately available funds to the Company.

1. SUBSCRIPTION AND PURCHASE PRICE.

(a) Subscription. The undersigned hereby irrevocably subscribes for and agrees to purchase the Shares in the amount as indicated on the signature page hereof on the terms and conditions described herein.

(b) Purchase of Shares. The undersigned understands and acknowledges that the purchase price and price per Share to be remitted to the Company in exchange for the Shares shall be as set forth on the signature page hereto (the "**Purchase Price**"). Payment of the Purchase Price shall be made, or caused to be made, by the undersigned, by wire transfer of immediately available funds pursuant to the wire instructions provided below.

Incoming Wire:

Beneficiary Bank:	PNC Bank, N.A.
Bank Address:	249 Fifth Avenue, Pittsburgh, Pa 15222
Account #:	5303681483
Bank #:	031000053
SWIFT Code:	PNCCUS33
Currency:	USD
Beneficiary:	Dogwood Therapeutics, Inc.
Beneficiary address:	44 Milton Ave, Alpharetta, GA 30009

2. ACCEPTANCE AND CLOSING PROCEDURES.

(a) Closing. On the closing date (the "**Closing Date**"), upon the terms and subject to the conditions set forth herein, substantially concurrent with the execution and delivery of this Agreement by the parties hereto, the Company agrees to sell, and the undersigned agrees to

purchase the Shares for the Purchase Price set forth on the signature page hereto. Upon satisfaction of the covenants and conditions set forth in Sections 2(c), the closing (the "**Closing**") shall occur at the offices of the Company or such other location as the parties shall mutually agree at such time as agreed to by the Company and the undersigned but (i) in no event earlier than the first (1st) Business Day after the date of this Agreement and (ii) in no event later than the tenth (10th) Business Day after the date of this Agreement. "**Business Day**" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York or Hong Kong are authorized or required by law or other governmental action to close.

(b) Closing Deliverables.

(i) On or prior to the Closing Date, the Company shall deliver or cause to be delivered to the undersigned the following:

(A) this Agreement duly executed by the Company;

(B) the Registration Rights Agreement duly executed by the Company;

(C) book entry confirmation representing the Shares;

(D) a legal opinion of Duane Morris LLP, dated as of the Closing Date, directed to the undersigned, in form and substance reasonably satisfactory to the undersigned and addressing such legal matters as the undersigned and the Company reasonably agree; and

(E) a certificate of an appropriate officer of the Company, dated as of the Closing Date, to the effect that (x) there has been no material adverse change, (y) the representations and warranties in Section 4 of this Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Date, and (z) the Company has complied with all agreements and satisfied all conditions on its part to be performed or satisfied at or prior to the Closing Date.

(ii) On or prior to the Closing Date, the undersigned shall deliver or cause to be delivered to the Company the following:

(A) this Agreement duly executed by the undersigned; and

(B) the Registration Rights Agreement duly executed by the undersigned; and

(C) the Purchase Price in immediately available funds.

(c) Closing Conditions.

(i) The obligations of the Company hereunder in connection with the Closing are subject to the following obligations being met:

(A) the accuracy in all material respects on the Closing Date of the representations and warranties of the undersigned contained herein;

(B) all obligations, covenants and agreements of the undersigned required to be performed at or prior to the Closing Date have been performed;

(C) the delivery by the undersigned of the items set forth in Section 2(b)(ii) of this Agreement; and

(D) receipt of the official notice from the Nasdaq Listing Center approving the Additional Listing Application for the Shares.

(ii) The respective obligations of the undersigned herein in connection with the Closing are subject to the following conditions being met:

(A) the accuracy in all material respects on the Closing Date of the representations and warranties of the Company contained herein;

(B) all obligations, covenants and agreements of the Company required to be performed at or prior to the Closing Date have been performed; and

(C) the delivery by the Company of the items set forth in Section 2(b)(i) of this Agreement.

3. INVESTOR'S REPRESENTATIONS AND WARRANTIES.

The undersigned makes the following agreements, representations, declarations, acknowledgments and warranties to the Company in conjunction with the offer and sale of the Shares with the intent that they be relied upon in determining the undersigned's suitability as a purchaser of the Shares:

(a) The undersigned has full power and authority to enter into this Agreement, the execution and delivery of which has been duly authorized, if applicable, and, assuming this Agreement constitutes the legal and binding agreement of the Company, this Agreement constitutes a valid and legally binding obligation of the undersigned.

(b) The undersigned acknowledges that the offer and sale of the Shares is intended to be exempt from registration under the Securities Act by virtue of Section 4(a)(2) of the Securities Act and the provisions of Regulation D and/or Rule 506(b) promulgated thereunder. In furtherance thereof, the undersigned represents and warrants as follows:

(i) The undersigned is acquiring the Shares solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or resale in connection with, any distribution of the Shares, without prejudice, however, to the undersigned's right at all times to sell or otherwise dispose of all or any part of such Shares in compliance with applicable federal and state securities laws;

(ii) The undersigned has no contract, undertaking, agreement or arrangement with any person to sell, transfer or pledge all or any part of the Shares, for which the undersigned hereby subscribes;

(iii) The undersigned has the financial ability to bear the economic risk of the undersigned's investment, has adequate means for providing for the undersigned's current needs and contingencies, and has no need for liquidity with respect to the undersigned's investment in the Company; and

(iv) The undersigned has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the prospective investment in the Shares.

(c) The undersigned is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D.

(d) The undersigned has been provided access via the Securities and Exchange Commission (the "**Commission**") public website at www.sec.gov with access to copies of the Company's Annual Report on Form 10-K for the period ended December 31, 2025, the Company's Quarterly Report for the period ended June 30, 2026 and the Company's other filings with the Commission since January 1, 2025 (such filings, including the exhibits thereto and documents incorporated by reference therein, being referred to collectively herein, the "**SEC Reports**"), and represents and warrants that it has read and reviewed these reports (including the "Risk Factors" contained therein). The undersigned acknowledges that the Company has made available to the undersigned or provided the undersigned the opportunity to review all SEC Reports and this Agreement, and has allowed the undersigned an opportunity to ask questions and receive answers thereto and to verify and clarify any information contained in the SEC Reports and this Agreement. The undersigned further acknowledges that the undersigned has had the opportunity to obtain information it considers necessary to evaluate the investment.

(e) The undersigned is not relying on the Company with respect to economic considerations involved in this investment. The undersigned is capable of evaluating the merits and risks of an investment in the Shares as such are described in the SEC Reports.

(f) The undersigned represents, warrants and agrees that it will not sell or otherwise transfer the Shares without registration under the Securities Act or an exemption therefrom, and fully understands and agrees that the undersigned must bear the economic risk of the purchase of the Shares because, among other reasons, the Shares have not been registered under the Securities Act or under the securities laws of any state and, therefore, cannot be resold, pledged, assigned or otherwise disposed of unless they are subsequently registered under the Securities Act and under the applicable securities laws of such states, or an exemption from such registration is available. In particular, the undersigned is aware that the Shares are "restricted securities" as such term is defined in Rule 144 promulgated under the Securities Act ("**Rule 144**"), and such securities may not be resold pursuant to Rule 144 unless all of the conditions of Rule 144 are met. The undersigned understands that any sales or transfers of the Shares are further restricted by state securities laws and the provisions of this Agreement. The undersigned further affirms that they are an "affiliate" of the Company as such term is defined under Rule 405 of the Securities Act, and

acknowledges that it is subject to additional restrictions on transfer of the Shares under the Securities Act.

(g) No representations or warranties have been made to the undersigned by the Company or any of its officers, employees, agents, affiliates or subsidiaries, other than any representations contained herein and in the SEC Reports, and in subscribing for the Shares the undersigned is not relying upon any representations other than any contained herein or in the SEC Reports.

(h) The undersigned represents that the amounts to be invested by it in the Company at Closing are not, and will not be, directly or indirectly derived from activities that contravene federal, state or international laws and regulations, including anti-money laundering laws and regulations.

(i) The undersigned understands and agrees that the book entry position for the Shares shall, except as otherwise provided in this Agreement and in accordance with applicable law, bear substantially the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR ANY APPLICABLE STATE SECURITIES LAWS. SUCH SECURITIES MAY NOT BE OFFERED FOR SALE, SOLD, DELIVERED AFTER SALE, TRANSFERRED, PLEDGED OR HYPOTHECATED UNLESS REGISTERED UNDER THE SECURITIES ACT OR UNLESS AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IS AVAILABLE.

(j) The undersigned is not subject to any "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the Securities Act (a "**Disqualifying Event**"), except for a Disqualifying Event covered by Rule 506(d)(2) or (d)(3).

(k) The undersigned acknowledges that the Company's Common Stock is listed on the Nasdaq Stock Market LLC ("**Nasdaq**") and that by accepting this Agreement the undersigned agrees with the Company to maintain in strict confidence all material non-public information, including, but not limited to, the existence of the Private Placement and any other material non-public information regarding the Company obtained from this Agreement and any other transaction document and/or from the Company and/or it authorized agents, subject to legal, regulatory, stock exchange (including Nasdaq and the Stock Exchange of Hong Kong) and internal corporate disclosure requirements. The Company has caused these materials to be delivered to the undersigned in reliance upon such agreement and upon Rule 100(b)(2)(ii) of Regulation FD as promulgated by the Commission.

(l) The undersigned has had the opportunity to review this Agreement and Shares with its own legal counsel and tax advisors. The undersigned is not relying on any statements or representations of the Company or its agents for legal or tax advice with respect to this Agreement or the Shares. The undersigned acknowledges his understanding that this Agreement was prepared at the request of the Company by Duane Morris LLP, its counsel, and that such firm did not represent the undersigned in conjunction with this Agreement, the purchase and sale of the Shares

or any of the related transactions. The undersigned, as further evidenced by its signature below, acknowledges that it has had the opportunity to obtain the advice of independent counsel of its choosing prior to execution of this Agreement and that it has availed itself of this opportunity to the extent deemed necessary and advisable.

(m) The foregoing representations and warranties are true and accurate in all material respects as of the date hereof.

4. THE COMPANY'S REPRESENTATIONS AND WARRANTIES.

The Company hereby acknowledges, agrees with and represents and warrants to the undersigned, as follows:

(a) The Company has the corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Company and, assuming this Agreement constitutes the legal and binding agreement of the Investor, is valid, binding and enforceable against the Company in accordance with its terms.

(b) The Shares have been duly and validly authorized and when issued and delivered in accordance with the terms of this Agreement, will be duly and validly issued and will be fully paid and nonassessable and will be issued free and clear of any liens or other restrictions (other than restrictions on transfer under applicable state and federal securities laws).

(c) Neither the execution and delivery nor the performance of this Agreement by the Company will conflict with the Company's Certificate of Incorporation or Bylaws, result in a breach of any terms or provisions of, or constitute a default under, any material contract, agreement or instrument to which the Company is a party or by which the Company is bound or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company or any of its subsidiaries is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, or by which any property or asset of the Company or any of its subsidiaries is bound or affected.

(d) The SEC Reports have been made available to the undersigned via www.sec.gov.

(e) The Company is duly incorporated, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to own or lease its properties and to conduct its business as presently conducted, except where the failure to be so qualified or in good standing would not reasonably be expected to have a material adverse effect on the Company.

(f) As of the date hereof, the authorized, issued and outstanding capital stock of the Company is as set forth in the SEC Reports, subject to changes resulting from the issuance or exercise of securities described therein. Except as disclosed in the SEC Reports, there are no preemptive rights, rights of first refusal or similar rights that would entitle any person to acquire any of the Shares in connection with the transactions contemplated hereby.

(g) The Company has timely filed all reports, schedules, forms, statements and other documents required to be filed by it with the Commission since January 1, 2025. As of their respective filing dates, the SEC Reports complied in all material respects with the applicable requirements of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and the rules and regulations of the Commission thereunder, and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(h) The financial statements of the Company included in the SEC Reports comply in all material respects with applicable accounting requirements and the rules and regulations of the Commission with respect thereto and fairly present in all material respects the financial position of the Company as of the dates indicated and the results of its operations and cash flows for the periods specified, subject, in the case of unaudited interim financial statements, to normal year-end audit adjustments and the absence of footnotes.

(i) Since the date of the Company's most recent financial statements included in the SEC Reports, there has not occurred any event, change or development that has had or would reasonably be expected to have a material adverse effect on the business, assets, liabilities, financial condition or results of operations of the Company, taken as a whole, except as disclosed in the SEC Reports.

(j) No consent, approval, authorization or order of, or filing or registration with, any court or governmental authority or regulatory body is required for the execution, delivery and performance by the Company of this Agreement or the issuance and sale of the Shares, other than (i) the filings required pursuant to applicable federal and state securities laws, (ii) the filing of the Additional Listing Application with Nasdaq and (iii) such consents, approvals, authorizations, orders, filings or registrations as have been obtained or made or will be obtained or made prior to the Closing.

(k) The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth in the SEC Reports, the Company has not, in the 12 months preceding the date hereof, received notice from Nasdaq or any trading market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such trading market. The Company is, and has no reason to believe that it will not in the foreseeable future be, in compliance with the applicable continued listing requirements of Nasdaq. Assuming the accuracy of the representations and warranties of the undersigned set forth herein, no approval of the Company's stockholders is required under the rules of Nasdaq in connection with the issuance and sale of the Shares pursuant to this Agreement.

(l) Assuming the accuracy of the representations and warranties of the undersigned set forth herein, neither the Company, nor any of its affiliates, nor any person acting on its or their behalf has, directly or indirectly, made any offers or sales of any security or solicited any offers to

buy any security, under circumstances that would cause this offering of the Shares to be integrated with prior offerings by the Company for purposes of (i) the Securities Act which would require the registration of the Shares under the Securities Act, or (ii) any applicable shareholder approval provisions of Nasdaq or any other trading market on which any of the securities of the Company are listed or designated.

(m) Neither the Company nor any person acting on its behalf has offered or sold any of the Shares by any form of general solicitation or general advertising within the meaning of Rule 502(c) of Regulation D, and, assuming the accuracy of the representations and warranties of the undersigned, the offer and sale of the Shares are exempt from registration under the Securities Act pursuant to Section 4(a)(2) and/or Rule 506(b) of Regulation D.

(n) There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries which, individually or in the aggregate, has had or would reasonably be expected to have a material adverse effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company or any of its subsidiaries that have had or would reasonably be expected to have a material adverse effect.

(o) No brokerage or finder's fees or commissions are or will be payable by the Company or any subsidiary to any broker, financial advisor or consultant, finder, placement agent, investment banker, bank or other person with respect to the transactions contemplated by this Agreement. The undersigned shall have no obligation with respect to any fees or with respect to any claims made by or on behalf of other persons for fees of a type contemplated in this Section that may be due in connection with the transactions contemplated by this Agreement.

5. REGISTRATION RIGHTS

The Company and the undersigned agree that, on or prior to the Closing Date, the Company and the undersigned shall enter into a registration rights agreement (the "**Registration Rights Agreement**"), in form and substance reasonably acceptable to the Company and the undersigned, pursuant to which the Company agrees to, subject to certain limitations, mandatory registration of the Shares. The execution and delivery of the Registration Rights Agreement shall be a condition to the obligations of each party to consummate the Closing.

6. COVENANTS

(a) Use of Proceeds. The proceeds from the Private Placement shall be used by the Company for general working capital in accordance with the cash budget delivered to the undersigned at Closing, which budget shall reflect the Company's good-faith projection that such proceeds, together with the Company's other available cash resources, will fund the Company's operations through March 31, 2027. Any material amendment to, or material variance from, such budget shall require the prior approval of the Board of Directors. Further, the Company agrees that the proceeds from the Private Placement shall not be used: (a) for the satisfaction of any portion of the Company's debt (other than payment of trade payables in the ordinary course of the Company's business and prior practices), (b) for the redemption of any shares of common stock

of the Company, (c) for the settlement of any outstanding litigation or (d) in violation of Foreign Corrupt Practices Act or Office of Foreign Assets Control regulations.

(b) Public Disclosure. On or before the fourth (4th) Business Day following the execution of this Agreement, the Company shall file a Current Report on Form 8-K describing the material terms of the transactions contemplated hereby and attaching this Agreement and the Registration Rights Agreement as exhibits to the extent required by applicable law. The Company and the undersigned shall consult with each other regarding any press release or other public announcement relating to the transactions contemplated hereby, subject to applicable legal, regulatory and stock exchange requirements.

(c) Securities Law Filings. The Company shall timely make all filings and notices required under applicable federal and state securities laws in connection with the offer and sale of the Shares, including any required Form D and applicable blue sky filings.

(d) Nasdaq Listing. The Company shall use commercially reasonable efforts to cause the Shares to be approved for listing on Nasdaq, subject to official notice of issuance, and shall maintain the listing of its common stock on Nasdaq through the Closing.

(e) Legend Removal. The Company shall cause its transfer agent to prepare and deliver evidence of book-entry positions representing the Shares to be delivered to a transferee(s) pursuant to an effective registration statement, which book-entry positions shall be free of any restrictive legends and in such denominations and registered in such names as the undersigned may request. Further, the Company shall, at its sole expense, cause its legal counsel to, (i) issue to the Company's transfer agent and maintain a "blanket" legal opinion or direction letter instructing the transfer agent that, in connection with a sale or transfer of Shares by the undersigned pursuant to and in accordance with the plan of distribution set forth in an effective registration statement filed with the Commission in which the undersigned is a named selling stockholder, and the transfer agent is authorized to remove the restrictive legends in connection therewith, and (ii) if such registration statement is not then effective or is otherwise not available to effect sales or transfers of the Shares, and in connection with a proposed sale or transfer of Shares by the undersigned pursuant to and in accordance with an exemption from the registration requirements of Section 5 of the Securities Act, issue to the transfer agent a legal opinion or direction letter in connection with such sale or transfer instructing the transfer agent to remove any restrictive legends; provided that, in each case, the undersigned shall have provided such customary representations and other documentation as may be reasonably required by the Company's transfer agent or legal counsel in connection with such legend removal. In the case of a request to remove such restrictive legends in connection with a sale or transfer of Shares pursuant to clause (i) or (ii) above, the Company shall direct the Company's transfer agent to remove any such legends in connection with such sale or transfer within two (2) Business Days following receipt of such required notice and documentation from the undersigned. The Company shall be responsible for the fees of its transfer agent, its legal counsel and all Depositary Trust Company fees associated with any such legend removal requests.

7. TERMINATION.

This Agreement may be terminated at any time prior to the Closing (a) by mutual written consent of the Company and the undersigned, (b) by either party if the Closing has not occurred on or before November 9, 2026 (the "**Outside Date**"), provided that the right to terminate pursuant to this clause (b) shall not be available to a party whose breach of this Agreement has been a principal cause of the failure of the Closing to occur on or before the Outside Date, or (c) by either party if any governmental authority of competent jurisdiction has enacted, issued or entered any final and nonappealable order or law permanently restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated hereby. Upon termination, this Agreement shall be of no further force or effect, except for provisions that by their nature are intended to survive termination and any liability for fraud or willful breach occurring prior to termination.

8. MISCELLANEOUS PROVISIONS.

(a) Modification. Neither this Agreement nor any provisions hereof, shall be waived, modified, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, modification, discharge or termination is sought.

(b) Brokers and Finders. Each party acknowledges it has not engaged any brokers, finders or agents in connection with the Private Placement and the Company has not incurred nor will incur, directly or indirectly, as a result of the sale of the Shares, any liability for brokerage or finders' fees or agents' commissions or any similar charges in connection with the Private Placement.

(c) Notices. Any party may send any notice, request, demand, claim or other communication hereunder to the intended recipient at the address set forth below using any other means (including personal delivery, expedited courier, messenger service, fax or ordinary mail), but no such notice, request, demand, claim or other communication will be deemed to have been duly given unless and until it actually is received by the intended recipient:

If to the Company:	44 Milton Avenue Alpharetta, GA 30009 Attention: Greg Duncan, Chief Executive Officer Email: Greg@dwtx.com
With a copy to:	Duane Morris LLP 30 S 17th St, Philadelphia, PA 19103 Attention: Darrick Mix, Esq. Email: Dmix@duanemorris.com
If to the undersigned:	2 Dai Fu Street, Tai Po Industrial Estate, Hong Kong Attn: General Counsel, Legal Department Email: ckls.legal@ck-lifesciences.com
With a copy to:	Goodwin Procter LLP 100 Northern Avenue

Boston, MA 02210
Attn: Marishka DeToy; Caitlin Tompkins
Email: MDeToy@goodwinlaw.com
CTompkins@goodwinlaw.com

Any party may change the address to which notices, requests, demands, claims and other communications hereunder are to be delivered by giving the other parties notice in the manner herein set forth.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Binding Effect. Except as otherwise provided herein, this Agreement shall be binding upon, and inure to the benefit of, the parties to this Agreement and their heirs, executors, administrators, successors, legal representatives and assigns. If the undersigned is more than one person or entity, the obligation of the undersigned shall be joint and several and the agreements, representations, warranties and acknowledgments contained herein shall be deemed to be made by, and be binding upon, each such person or entity and his or its heirs, executors, administrators, successors, legal representatives and assigns.

(f) Assignability. Neither party may assign this Agreement without the prior written consent of the other party; provided, however, that the undersigned may assign this Agreement to an affiliate that agrees in writing to be bound by the terms hereof. Any purported assignment in violation of this Section shall be null and void.

(g) Enforcement. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to conflicts of law principles. Any action with respect to the subject matter of this Agreement otherwise related to the undersigned's investment in or ownership of the Company shall be litigated in the state or federal courts situated in the State of New York, to which jurisdiction and venue all parties consent; any such action shall be by bench trial, with each party waiving its right to trial by jury to adjudicate the matter.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

This Subscription Agreement is dated as of this 19th day of October, 2026 at Alpharetta, Georgia.

Price Per Share: $1.22

Number of Shares: 4,098,360

Purchase Price: $4,999,999.20

This Subscription Agreement is accepted as of this 19th day of October, 2026 for the purchase of the Shares.

DOGWOOD THERAPEUTICS, INC.

By: /Greg Duncan/
Greg Duncan
Chief Executive Officer

SEALBOND LIMITED

By: /Alan Yu/
Alan Yu
Director

Exhibit 10.2

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (this "**Agreement**"), dated as of October 19, 2026, is entered into by and among Dogwood Therapeutics, Inc., a Delaware corporation (the "**Company**"), and the undersigned investor hereto (the "**Investor**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Subscription Agreement by and among the parties hereto, dated as of or around the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Subscription Agreement**").

WHEREAS:

A. Upon the terms and subject to the conditions of the Subscription Agreement, the Company has agreed to issue to the Investor, and the Investor has agreed to purchase shares (the "**Shares**") of the Company's common stock, par value $0.0001 per share (the "**Common Stock**") for up to an aggregate amount of $5,000,000 (the "**Subscription Price**"), pursuant to the Subscription Agreement.

B. To induce the Investor to enter into the Subscription Agreement, the Company has agreed to provide certain registration rights under the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**Securities Act**").

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1. **DEFINITIONS**.

For purposes of this Agreement, the following terms shall have the following meanings:

(a) "**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

(b) "**Register**," "**Registered**," and "**Registration**" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and providing for offering securities on a continuous basis, and the declaration or ordering of effectiveness of such registration statement(s) by the U.S. Securities and Exchange Commission (the "**SEC**").

(c) "**Registrable Securities**" means the Shares and any Common Stock issued or issuable with respect to the Shares as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event. Registrable Securities shall cease to be Registrable Securities upon the date on which the Investor shall have resold all the Registrable Securities covered by the Registration Statement.

(d) "**Registration Expenses**" means all registration and filing fee expenses incurred by the Company in effecting any registration pursuant to this Agreement, including (i) all registration, qualification, and filing fees, printing expenses, and any other fees and expenses associated with filings required to be made with the SEC, the Financial Industry Regulatory Authority, Inc. or any other regulatory authority, (ii) all fees and expenses in connection with compliance with or clearing the Registrable Securities for sale under any securities or "Blue Sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and delivery expenses, and (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance).

(e) "**Registration Statement**" means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, that Registers Registrable Securities, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws. "Registration Statement" shall also include a New Registration Statement, as amended when each became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a prospectus subsequently filed with the SEC.

(f) "**Selling Expenses**" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all similar fees and commissions relating to an Investor's disposition of its Registrable Securities.

2. **REGISTRATION**.

(a) Mandatory Registration. The Company shall, as promptly as reasonably practicable and in any event no later than fifteen (15) days after the date of this Agreement (the "**Filing Deadline**"), prepare and file with the SEC an initial Registration Statement (the "**Initial Registration Statement**") covering the resale of all of the Registrable Securities. Before filing any Registration Statement, the Company shall furnish to the Investor a copy of the Registration Statement. The Investor and its counsel shall have at least three (3) Business Days prior to the anticipated filing date of a Registration Statement to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus, prior to its filing with the SEC. Subject to any SEC comments, such Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit A. Such Registration Statement also shall cover, to the extent allowable under the Securities Act and the rules promulgated thereunder (including Rule 416), such indeterminate number of additional shares of Common Stock resulting from stock splits, stock dividends or similar transactions with respect to the Registrable Securities. Such Registration Statement shall not include any shares of Common Stock or other securities for the account of any other holder of securities of the Company without the prior written consent of the Investor. The Company shall (a) use commercially reasonable efforts to address in each such document prior to being so filed with the SEC such comments as the Investor or its counsel reasonably propose, and (b) not file any Registration Statement or related prospectus or any amendment or supplement thereto containing information regarding the Investor to which the Investor reasonably objects, unless

such information is required to comply with any applicable law or regulation. The Investor shall furnish all information reasonably requested by the Company and as shall be reasonably required in connection with any registration referred to in this Agreement.

(b) Effectiveness. To the extent the Initial Registration Statement is not effective upon filing, the Company shall use its reasonable best efforts to have the Initial Registration Statement and any amendment declared effective by the SEC as soon as reasonably practicable following the filing thereof but in any event no later than five (5) Business Days after notice is received from the SEC that it will not review, or has no further comments to, the Initial Registration Statement (the "**Effectiveness Deadline**"). The Company shall notify the Investor by e-mail as promptly as practicable, and in any event, within 24 hours, after the Registration Statement is declared effective or is supplemented and shall provide the Investor with copies of any related prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall use reasonable best efforts to keep the Initial Registration Statement continuously effective pursuant to Rule 415 promulgated under the Securities Act and available for the resale by the Investor of all of the Registrable Securities covered thereby at all times until the earliest to occur of the following events: (i) the date on which the Investor shall have resold all the Registrable Securities covered thereby; and (ii) the date on which the Registrable Securities may be resold by the Investor without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 under the Securities Act or any other rule of similar effect (the "**Registration Period**"). The Initial Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(c) Sufficient Number of Shares Registered. In the event the number of shares available under the Initial Registration Statement at any time is insufficient to cover the Registrable Securities, the Company shall, to the extent necessary and permissible, amend the Initial Registration Statement or file a new registration statement (together with any prospectuses or prospectus supplements thereunder, a "**New Registration Statement**"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten (10) Business Days after the necessity therefor arises (the "**New Registration Filing Deadline**"). The Company shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof but no later than the fifth (5th) Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the New Registration Statement will not be "reviewed" or will not be subject to further review (the "**New Registration Effectiveness Deadline**"). The provisions of Section 2(a) and (b) shall apply to the New Registration Statement, except as modified hereby.

(d) Liquidated Damages. If (i) the Initial Registration Statement has not been filed by the Filing Deadline, (ii) the Initial Registration Statement has not been declared effective by the Effectiveness Deadline, (iii) the New Registration Statement has not been filed by the New Registration Filing Deadline, (iv) the New Registration Statement has not been declared effective by the New Registration Effectiveness Deadline or (v) after any Registration Statement has been

declared effective by the SEC, sales cannot be made pursuant to such Registration Statement for any reason (including without limitation by reason of a stop order, or the Company's failure to update such Registration Statement), but excluding any Allowed Delay (as defined below), then the Company will make a payment to the Investor then holding Registrable Securities, as liquidated damages and not as a penalty, in an amount equal to 1.0% of the aggregate amount paid pursuant to the Subscription Agreement by such Investor for such Registrable Securities then held by such Investor for each 30-day period or pro rata for any portion thereof during which the failure continues (the "**Blackout Period**"), provided that no liquidated damages shall be payable if and to the extent that, despite best efforts by the Company to avoid a breach hereof, the Company's failure was caused by a government shutdown resulting in the SEC's inability to review or declare effective the Registration Statement. Such payments shall constitute the Investor's exclusive monetary remedy for such events, but shall not affect the right of the Investor to seek injunctive relief and/or specific performance. The amounts payable as liquidated damages pursuant to this paragraph shall be paid in cash no later than five (5) Business Days after each such 30-day period following the commencement of the Blackout Period until the termination of the Blackout Period (the "**Blackout Period Payment Date**"). Interest shall accrue at the rate of 1.0% per month on any such liquidated damages payments that shall not be paid by the Blackout Period Payment Date until such amount is paid in full. Notwithstanding the above, in no event shall the aggregate amount of liquidated damages (or interest thereon) paid under this Agreement to any Investor exceed, in the aggregate, 5.0% of the aggregate purchase price of the Shares purchased by such Investor under the Subscription Agreement. Notwithstanding anything in this Section 2(d) to the contrary, during any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities because any Investor fails to furnish information required to be provided pursuant to Section 2(a) or Section 4(a) within five (5) Business Days of the Company's written request, any liquidated damages that would otherwise accrue as to such Investor only shall be tolled until such information is delivered to the Company.

(e) Allowable Delays. On no more than two (2) occasions and for not more than thirty (30) consecutive days or for a total of not more than sixty (60) days in any 12-month period, the Company may delay the effectiveness of the Initial Registration Statement or any other Registration Statement, or suspend the use of any prospectus included in any Registration Statement, in the event that the Company determines in good faith and upon advice of legal counsel that such delay or suspension is necessary to (A) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (B) amend or supplement the affected Registration Statement or the related prospectus so that such Registration Statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (a) notify the Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of the Investor) disclose to the Investor any material non-public information giving rise to an Allowed Delay, (b) advise the Investor in writing to cease all sales under the Registration Statement until the end of the Allowed Delay and (c) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(f) Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in any Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Company shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires the Investor to be named as an "underwriter," the Company shall (i) promptly notify the holder of Registrable Securities thereof and (ii) use reasonable best efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that the Investor is not an "underwriter." The Investor shall have the right to select one legal counsel to review and oversee any registration or matters pursuant to this Section 2(f). In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2(f), the SEC refuses to alter its position, the Company shall (i) remove from such Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or (ii) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); *provided*, *however*, that the Company shall not name the Investor as an "underwriter" in such Registration Statement without the prior written consent of such Investor (provided that, in the event an Investor withholds such consent, the Company shall have no obligation hereunder to include any Registrable Securities of such Investor in any Registration Statement covering the resale thereof until such time as the SEC no longer requires such Investor to be named as an "underwriter" in such Registration Statement or such Investor otherwise consents in writing to being so named). Any cut-back imposed on the Investor pursuant to this Section 2(f) shall be applied first to any of the Registrable Securities of such Investor as such Investor shall designate, unless the SEC Restrictions otherwise require or provide or the Investor otherwise agrees. No liquidated damages shall accrue as to any Cut Back Shares until such date as the Company is able to effect the registration of such Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "**Restriction Termination Date**"). From and after the Restriction Termination Date applicable to any Cut Back Shares, all of the provisions of this Section 2 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use commercially reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein and the liquidated damages provisions relating thereto) shall again be applicable to such Cut Back Shares; provided, however, that the date by which the Company is required to file the Registration Statement with respect to such Cut Back Shares shall be the tenth (10th) day following the Restriction Termination Date and the date by which the Company is required to have the Registration Statement effective with respect to such Cut Back Shares shall be the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that such Registration Statement will not be "reviewed" or will not be subject to further review.

3. **RELATED COMPANY OBLIGATIONS**.

With respect to the Registration Statement and whenever any Registrable Securities are to be Registered pursuant to Section 2, including on the Initial Registration Statement or on any New Registration Statement, the Company shall use its reasonable best efforts to effect the

registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a) Notifications. The Company will notify the Investor promptly of the time when any subsequent amendment to the Initial Registration Statement or any New Registration Statement, other than documents incorporated by reference, has been filed with the SEC and/or has become effective or where a receipt has been issued therefor or any subsequent supplement to a prospectus has been filed and of any request by the SEC for any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus or for additional information.

(b) Amendments. The Company will prepare and file with the SEC any amendments, post-effective amendments or supplements to the Initial Registration Statement, any New Registration Statement or any related prospectus, as applicable, (a) as may be necessary to keep such Registration Statement effective for the Registration Period and to comply with the provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") with respect to the distribution of all of the Registrable Securities covered thereby, or (b) in the reasonable opinion of the Investor and the Company, as may be necessary or advisable in connection with any acquisition or sale of Registrable Securities by the Investor.

(c) Investor Review. The Company will not file any amendment or supplement to the Registration Statement, any New Registration Statement or any prospectus, other than documents incorporated by reference, relating to the Investor, the Registrable Securities or the transactions contemplated hereby unless (A) the Investor and its counsel shall have been advised and afforded the opportunity to review and comment thereon at least three (3) Business Days prior to filing with the SEC and (B) the Company shall have given reasonable due consideration to any comments thereon received from the Investor or its counsel.

(d) Copies Available. The Company will furnish to the Investor and its counsel copies of the Initial Registration Statement, any prospectus thereunder (including all documents incorporated by reference therein), any prospectus supplement thereunder, any New Registration Statement and all amendments to the Initial Registration Statement or any New Registration Statement that are filed with the SEC during the Registration Period (including all documents filed with or furnished to the SEC during such period that are deemed to be incorporated by reference therein), each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Company has sought confidential treatment) and such other documents as Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by Investor that are covered by such Registration Statement, in each case as soon as reasonably practicable upon such Investor's request and in such quantities as such Investor may from time to time reasonably request; provided, however, that the Company shall not be required to furnish any document to the Investor to the extent such document is available on EDGAR.

(e) Notification of Stop Orders; Material Changes. The Company shall use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension

of effectiveness and, (ii) if such order is issued, obtain the withdrawal of any such order as soon as practicable. The Company shall advise the Investor promptly (but in no event later than 24 hours) and shall confirm such advice in writing, in each case: (1) of the Company's receipt of notice of any request by the SEC or any other federal or state governmental authority for amendment of or a supplement to the Registration Statement or any prospectus or for any additional information; (2) of the Company's receipt of notice of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of the Initial Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, or any New Registration Statement, or of the Company's receipt of any notification of the suspension of qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or contemplated initiation of any proceeding for such purpose; and (3) of the Company becoming aware of the happening of any event, which makes any statement of a material fact made in any Registration Statement or any prospectus untrue or which requires the making of any additions to or changes to the statements then made in any Registration Statement or any prospectus in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, or of the necessity to amend any Registration Statement or any prospectus to comply with the Securities Act or any other law. The Company shall not be required to disclose to the Investor (and shall not so disclose to any Investor without such Investor's prior written consent) the substance of or specific reasons for any of the events set forth in clauses (1) through (3) of the immediately preceding sentence (each, a "Suspension Event"), but rather, shall only be required to disclose that the event has occurred. If at any time the SEC, or any other federal or state governmental authority, shall issue any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, the Company shall use its reasonable best efforts to obtain the withdrawal of such order at the earliest practicable time. The Company shall furnish to the Investor, upon request and without charge, a copy of any correspondence from the SEC or the staff of the SEC, or any other federal or state governmental authority to the Company or its representatives relating to the Initial Registration Statement, any New Registration Statement or any prospectus, or prospectus supplement as the case may be. In the event of a Suspension Event set forth in clause (3) of the first sentence of this Section 3(e), the Company will use its commercially reasonable efforts to publicly disclose such event as soon as reasonably practicable, or otherwise resolve the matter such that sales under Registration Statements may resume; provided, that any suspension pursuant to this Section 3(e) shall constitute an Allowed Delay and shall be subject to the frequency and duration limitations set forth in Section 2(d).

(f) Confirmation of Effectiveness. If reasonably requested by an Investor at any time in respect of any Registration Statement, the Company shall deliver to such Investor a written confirmation (email being sufficient) from Company's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not such Registration Statement is currently effective and available to the Company for sale of Registrable Securities.

(g) Listing. The Company shall use best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on the Nasdaq Capital Market or such other National Exchange upon which the Registrable Securities are then listed.

(h) Compliance. The Company shall otherwise use best efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Investor in writing if, at any time during the Registration Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investor is required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least twelve (12) months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(h), "**Availability Date**" means the forty-fifth (45th) day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "**Availability Date**" means the ninetieth (90th) day after the end of such fourth fiscal quarter).

(i) Blue Sky. The Company shall register or qualify or cooperate with the Investor and its counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investor; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(i), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(i), or (iii) file a general consent to service of process in any such jurisdiction.

(j) Rule 144. With a view to making available to the Investor the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investor to sell shares of Common Stock to the public without registration, for so long as the Registrable Securities are outstanding, the Company covenants and agrees to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (A) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (B) such date as there are no longer Registrable Securities; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and (iii) furnish electronically to each Investor upon request, as long as such Investor owns any Registrable Securities, (A) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (B) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (C) such other information as may be reasonably requested in order to avail such Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

(k) Cooperation. The Company shall cooperate with the holder of the Registrable Securities to facilitate the timely preparation and delivery of certificates or

uncertificated shares representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request to the extent permitted by such Registration Statement or Rule 144 to effect sales of Registrable Securities; for the avoidance of doubt, the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

4. **OBLIGATIONS OF THE INVESTOR**.

(a) Investor Information. Each Investor shall provide a completed Investor Questionnaire in the form attached hereto as Exhibit B or such other information as reasonably requested by the Company and required in connection with the registration of the Registrable Securities (such questionnaire or other information provided, the "**Questionnaire**"). If the Company has not received such completed Questionnaire from an Investor within three (3) Business Days of the Company's request, the Company may file the Registration Statement without including such Investor's Registrable Securities.

(b) Suspension of Sales. The Investor agrees that, upon receipt of any notice from the Company of the existence of an Allowed Delay or a Suspension Event as set forth in Section 3(e), the Investor will promptly discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of a notice from the Company confirming the resolution of such Allowed Delay or Suspension Event and that such dispositions may again be made; provided, for the avoidance of doubt, that the foregoing shall not limit the right of the Investor to sell or otherwise dispose of the Registrable Securities pursuant to Rule 144 or any other exemption from the registration requirements of the Securities Act or to settle a transaction pursuant to a Registration Statement as to which a contract for such sale was entered into prior to such Investor's receipt of the notice from the Company of the existence of the Allowed Delay or Suspension Event. The Company shall cause its transfer agent to deliver unlegended shares of Common Stock to a transferee of an Investor in accordance with any sale of Registrable Securities pursuant to a Registration Statement with respect to which such Investor has entered into a contract for sale prior to such Investor's receipt of the notice from the Company of the existence of the Allowed Delay or Suspension Event.

(c) Investor Cooperation. The Investor, agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any amendments and supplements to any Registration Statement or New Registration Statement hereunder, unless such Investor has notified the Company in writing of its election to exclude all of its Registrable Securities from such Registration Statement.

5. **EXPENSES OF REGISTRATION**.

All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Investor shall be borne by the Investor.

6. **INDEMNIFICATION**.

(a) To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each Person, if any, who controls the Investor, the members, directors, officers, partners, employees, managers, agents, representatives and advisors of the Investor and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, obligations, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs and costs of preparation, reasonable and documented attorneys' fees, amounts paid in settlement or reasonable and documented expenses (collectively, "**Losses**")) reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, or (ii) any violation or alleged violation by the Company or any of its Subsidiaries of the Securities Act, Exchange Act or any other state securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered or any rule or regulation promulgated thereunder applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration of the Registrable Securities (the matters in the foregoing clauses (i) and (ii) being, collectively, "**Violations**"). The Company shall reimburse each Indemnified Person promptly as such Losses are incurred and are due and payable, for any reasonable out-of-pocket legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 6(a): (A) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by the relevant Investor or such relevant Indemnified Person specifically for use in such Registration Statement or prospectus and was reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of any Registration Statement, any prospectus or any such amendment thereof or supplement thereto, if in each case the foregoing was timely made available by the Company; (B) with respect to any superseded prospectus, shall not inure to the benefit of any such Person from whom the Person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, and the Indemnified Person was promptly advised in writing not to use the outdated, defective or incorrect prospectus prior to the use giving rise to a Violation; and (C) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 8.

(b) In connection with the Initial Registration Statement, any New Registration Statement or any prospectus, the Investor agrees to indemnify, hold harmless and defend, the Company, each of its directors, each of its officers who signed the Initial Registration Statement or signs any New Registration Statement, and each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Party**"), against any losses, claims, damages, liabilities and expense (including reasonable and documented attorney fees) resulting from any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, but, in each case to the extent, and only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, was made in reliance upon and in conformity with information about the relevant Investor furnished in writing by such Investor to the Company for use in such Registration Statement and reviewed and approved in writing by such Investor or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, any prospectus or any such amendment thereof or supplement thereto. In no event shall the liability of the Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by the Investor in connection with any claim relating to this Section 6 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 8.

(c) Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 6 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 6, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the Indemnified Person or the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or the Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the reasonable fees and expenses of no more than one separate counsel to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by

the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified Person, consent to entry of any judgment or enter into any settlement or other compromise unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the Indemnified Party or Indemnified Person in respect to or arising out of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or malfeasance by or on behalf of, the Indemnified Party or Indemnified Person. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 6, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d) The indemnification required by this Section 6 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any Person receiving a payment pursuant to this Section 6 which person is later determined to not be entitled to such payment shall return such payment (including reimbursement of expenses) to the person making it.

(e) The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

7. **CONTRIBUTION**.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 6 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds (net of all expense paid by the Investor in connection with any claim relating to this Section 7 and the amount of any damages such Investor has otherwise been required to pay by reason of such untrue statement or omission) received by such seller from the sale of such Registrable Securities giving rise to such contribution obligation.

8. **ASSIGNMENT OF REGISTRATION RIGHTS**.

The Company shall not assign this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Investor; provided, however, that in any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company is a party and in which the Registrable Securities are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term "Company" shall be deemed to refer to such Person and the term "Registrable Securities" shall be deemed to include the securities received by the Investor in connection with such transaction unless such securities are otherwise freely tradable by the Investor after giving effect to such transaction, and the prior written consent of the Investor shall not be required for such transaction. The Investor may assign its rights under this Agreement, in whole or in part, to any transferee of Registrable Securities; provided that such transferee agrees in writing to be bound by the applicable provisions of this Agreement and the Investor provides prompt written notice of such assignment to the Company.

9. **AMENDMENTS AND WAIVERS**.

The provisions of this Agreement, including the provisions of this sentence, may be amended, modified or supplemented, or waived only by a written instrument executed by (i) the Company and (ii) the Investor.

10. **MISCELLANEOUS**.

(a) Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day, (c) three (3) days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(i) If to the Company, addressed as follows:

Dogwood Therapeutics, Inc.
44 Milton Avenue
Alpharetta, GA 30009
Attention: Greg Duncan

with a copy (which shall not constitute notice):

Duane Morris LLP
30 South 17th Street
Philadelphia, PA 19103
Attention: Darrick M. Mix

Email: dmix@duanemorris.com

(ii) If to the Investor, at its e-mail address or address set forth in the Notice section of the Subscription Agreement or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Section 10.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

(b) Consent to Electronic Notice. Each Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law, as amended or superseded from time to time (the "**DGCL**"), by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit B, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

(c) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

(d) Governing Law. The provisions of Section 9.5 of the Subscription Agreement are incorporated by reference herein mutatis mutandis.

(e) Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(f) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

(g) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(h) Contract Interpretation. This Agreement is the joint product of each Investor and the Company and each provision hereof has been subject to the mutual consultation,

negotiation and agreement of such parties and shall not be construed for or against any party hereto.

(i) No Third-Party Beneficiaries. Except as set forth in Sections 6, 7 and 8, nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby.

(j) Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

(k) Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, stockholder, general or limited partner or member of the Investor or of any affiliates or assignees thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, stockholder, general or limited partner or member of the Investor or of any affiliates or assignees thereof, as such for any obligation of the Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l) Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

(m) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

DOGWOOD THERAPEUTICS, INC.

By: /Angela Walsh/
Name: Angela Walsh
Title: Chief Financial Officer

[Signature Page to Registration Rights Agreement]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

INVESTOR:

SEALBOND LIMITED

By: /Alan Yu/

Name: Alan Yu

Title: Director

[Signature Page to Registration Rights Agreement]

Exhibit A

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests therein received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests therein on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales and settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under

Rule 424(b)(3) or other applicable provision of the Securities Act, amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In addition, a selling stockholder that is an entity may elect to make an in-kind distribution of securities to its members, partners or stockholders pursuant to the registration statement of which this prospectus is a part by delivering a prospectus with a plan of distribution. Such members, partners or stockholders would thereby receive freely tradeable securities pursuant to the distribution through a registration statement. To the extent a distributee is an affiliate of ours (or to the extent otherwise required by law), we may file a prospectus supplement in order to permit the distributees to use the prospectus to resell the securities acquired in the distribution.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be “underwriters” within the meaning of Section 2(a)(11) of the Securities Act (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are “underwriters” within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares of common stock offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part to become effective and to remain continuously effective until the earlier of: (i) the date on which the selling stockholders shall have resold or otherwise disposed of all the shares covered by this prospectus, and (ii) the date on which the securities covered by this prospectus no longer constitute “Registrable Securities” as such term is defined in the Registration Rights Agreement, such that they may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations and without current public information pursuant to Rule 144 under the Securities Act or any other rule of similar effect.

Exhibit B

Investor Questionnaire

Exhibit 99.1

Dogwood Announces $5 Million Private Placement with CK Life Sciences Int'l., (Holdings) Inc.

- Largest Shareholder Increases Position as Dogwood Advances Halneuron® Toward Topline Phase 2b Data Readout in November 2026 -

- Expected Proceeds from the Investment Enable Acceleration of Phase 3 Preparatory Activities -

ATLANTA, Ga., October 19, 2026 -- Dogwood Therapeutics, Inc. (Nasdaq: DWTX) ("Dogwood" or the "Company"), a company that focuses on developing first-in-class, new non-opioid medicines to treat pain and neuropathy, today announced that the Company has entered into a securities subscription agreement (the "Subscription Agreement") for a $5 million investment from the Company's largest shareholder, a subsidiary of CK Life Sciences Int'l., (Holdings) Inc. ("CKLS"). The investment comes as Dogwood continues to advance its ongoing Halneuron® Phase 2b Chemotherapy Induced Neuropathic Pain ("CINP") trial toward topline data readout in November 2026. Proceeds from this investment will enable the advancement of Phase 3 preparatory activities and extend operational runway through March 2027.

Pursuant to the terms of the Subscription Agreement, Dogwood will issue an aggregate of 4,098,360 shares of Common Stock at a price of $1.22 per share. The private placement is being priced at-the-market under the rules of The Nasdaq Stock Market. No warrants or other derivative securities are included in the transaction. The private placement is expected to close on or prior to October 29, 2026. The Company currently expects to use the net proceeds from the private placement to fund Phase 3 preparatory activities for Halneuron® and for working capital and general corporate purposes.

"This investment by CK Life Sciences reflects their confidence in the potential of Halneuron® and our HAL-CINP Phase 2b program," said Greg Duncan, Chief Executive Officer of Dogwood Therapeutics. "Upon closing, these proceeds are expected to extend our runway through March 2027, by which time we expect to finalize a pivotal Phase 3 program design for Halneuron® in CINP. We look forward to reporting topline data from the HAL-CINP trial in the coming weeks and value CK Life Sciences' deepening commitment to Dogwood and Halneuron®."

Halneuron® CINP Phase 2b Trial ("HAL-CINP") Overview (NCT06848348)

HAL-CINP is a randomized, phase 2b clinical trial evaluating the efficacy and safety of Halneuron® compared with placebo in 239 patients with moderate to severe neuropathic pain caused by prior platinum and/or taxane-based chemotherapy. Participants received 8 subcutaneous doses of Halneuron® or placebo over a 14-day period and are followed for a total of 28 days for safety and efficacy. The primary endpoint for this study is the change from baseline to week four in the

weekly average of daily 24-hour recall pain intensity scores. The study is being conducted at approximately 25 sites in the U.S. Secondary measures will assess Halneuron's® treatment effects on sleep, fatigue, neuropathy symptoms and overall patient health.

The shares of Common Stock described above are being offered in a private placement under Section 4(a)(2) of the Securities Act of 1933, as amended (the "**Securities Act**"), and/or Regulation D promulgated thereunder, and have not been registered under the Securities Act or applicable state securities laws. Accordingly, the shares may not be offered or sold in the United States absent registration with the Securities and Exchange Commission (the "**SEC**") or an applicable exemption from such registration requirements.

This press release shall not constitute an offer to sell or the solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or other jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or other jurisdiction.

About CKLS

CKLS is listed on The Stock Exchange of Hong Kong Limited (Stock Code: 0775). Bearing the mission of improving the quality of life, CKLS is engaged in the business of research and development, manufacturing, commercialization, marketing, sale of, and investment in products and assets which fall into three core categories – nutraceuticals, pharmaceuticals & diagnostics, and agriculture-related. CKLS is a member of the CK Hutchison Group.

About Dogwood Therapeutics

Dogwood Therapeutics (Nasdaq: DWTX) is a development-stage biopharmaceutical company focused on developing first-in-class, non-opioid medicines to treat pain and neuropathic disorders. The Dogwood research pipeline includes two first-in-class development candidates, Halneuron® and SP16 IV.

Our lead product candidate, Halneuron®, is in Phase 2b development to treat pain conditions including the neuropathic pain associated with chemotherapy treatment. Halneuron® has been granted fast track designation from the FDA for the treatment of chemotherapy-induced neuropathic pain ("CINP"). Halneuron® is a non-opioid, Na_V 1.7 analgesic 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 chronic CINP. SP16 IV is a low-density lipoprotein receptor-related protein-1 agonist ("LRP1") with potential to treat neuropathy and prevent or repair nerve damage following chemotherapy. SP16's activity as an LRP1 agonist in turn provides alpha-1-antitrypsin-like activity. Consistent with alpha-1-antitrypsin anti-inflammatory and

immunomodulatory actions, SP16 preclinically demonstrated anti-inflammatory (analgesic) action via potential reductions in IL-6, IL-8, IL1B and TNF-alpha levels, as well as potential to repair damaged tissue via increases in pAKT and pERK that regulate fundamental processes like growth, proliferation and survival. The forthcoming SP16 IV Phase 1b CIPN trial is fully funded by the National Cancer Institute.

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 satisfaction of customary closing conditions related to the private placement and the Company's ability to complete the private placement on the anticipated timeline or at all; the anticipated use of proceeds from the private placement; the completion, timing, enrollment, design and results of current and future clinical studies relating to Dogwood's product candidates; whether interim or final clinical data will support continued development, regulatory submissions or approval; and Dogwood's ability to finance its operations. 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 most recently filed Annual Report on Form 10-K, 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.

Investor Relations:

Dan Ferry
Managing Director
LifeSci Advisors, LLC
daniel@lifesciadvisors.com