As filed with the Securities and Exchange Commission on November 12, 2026

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM S-3
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Alaunos Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**84-1475642**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**

501 E. Las Olas Blvd.,
Suite 300
Fort Lauderdale, FL 33301
(346) 355-4099
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Holger Weis
Chief Executive Officer
Alaunos Therapeutics, Inc.
501 E. Las Olas Blvd.,
Suite 300
Fort Lauderdale, FL 33301
(346) 355-4099
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Ryan A. Murr
Branden C. Berns
Melanie E. Neary
Gibson, Dunn & Crutcher LLP
One Embarcadero Center, Suite 2600
San Francisco, CA 94111
(415) 393-8373

Approximate date of commencement of proposed sale to the public: From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box: ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, as amended, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box: ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering: ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earliest effective registration statement for the same offering: ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box: ☐

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I. D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box: ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☐

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment that specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933, as amended, or until this registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

SUBJECT TO COMPLETION, DATED NOVEMBER 12, 2026

The information in this prospectus is not complete and may be changed. The selling stockholders named in this prospectus may not sell these securities until the registration statement filed with the Securities and Exchange Commission (the "SEC") is effective. This prospectus is not an offer to sell these securities, and it is not soliciting an offer to buy these securities, in any jurisdiction where the offer or sale is not permitted.

PROSPECTUS

Alaunos Therapeutics, Inc.

382,090,789 Shares

Common Stock

Offered by the Selling Stockholders

This prospectus relates to the proposed resale or other disposition by the selling stockholders identified herein (the "Selling Stockholders"), of up to (i) 105,286,000 shares of our common stock, par value $0.001 per share ("Common Stock") (the "Merger Conversion Series B Shares"), issuable upon the conversion of 105,286 shares (the "Merger Series B Preferred Shares") of our Series B Non-Voting Convertible Preferred Stock, par value $0.001 per share ("Series B Preferred Stock"), (ii) 33,054,000 shares of Common Stock (the "Merger Conversion Series C Shares" and, together with the Merger Conversion Series B Shares, the "Merger Conversion Shares") issuable upon the conversion of 33,054 shares (the "Merger Series C Preferred Shares" and, together with the Merger Series B Preferred Shares, the "Merger Preferred Shares") of our Series C Non-Voting Convertible Preferred Stock, par value $0.001 per share ("Series C Preferred Stock"), (iii) 687,789 shares of Common Stock (the "Private Placement Common Shares") and (iv) 243,063,000 shares of Common Stock (the "Private Placement Conversion Shares") issuable upon the conversion of 243,063 shares of our Series C Preferred Stock (the "Private Placement Preferred Shares" and, together with the Private Placement Common Shares, the "Private Placement Shares"). Subject to receiving approval by our stockholders of: (a) the issuance of shares of Common Stock upon conversion of Series B Preferred Stock and Series C Preferred Stock in accordance with Nasdaq rules (the "Conversion Approval") and (b) an amendment to our certificate of incorporation to increase the number of authorized shares of Common Stock to a number sufficient to permit the conversion in full of all outstanding shares of Series B Preferred Stock and Series C Preferred Stock (the "Authorized Share Increase" and, together with the Conversion Approval, the "Stockholder Approval"), and certain beneficial ownership limitations set by each preferred stockholder, each share of Series B Preferred Stock may, at the option of the holder, convert into 1,000 shares of Common Stock, and each share of Series C Preferred Stock will automatically convert into 1,000 shares of Common Stock. The shares of Common Stock registered by this prospectus are referred to herein as the "Resale Shares."

The Merger Preferred Shares were issued to former stockholders of Velaris Therapeutics, Inc., a Delaware corporation ("Velaris"), in connection with our acquisition of Velaris (the "Asset Acquisition"), which closed on October 13, 2026. The Private Placement Shares were issued and sold to accredited investors in a private placement (the "PIPE" and, together with the Asset Acquisition, the "Transactions"), which closed on October 14, 2026. We are not offering or selling any Resale Shares under this prospectus and will not receive any of the proceeds from the sale or other disposition of Resale Shares by the Selling Stockholders.

The Selling Stockholders may sell the Resale Shares on any national securities exchange or quotation service on which the securities may be listed or quoted at the time of sale, on the over-the-counter market, in one or more transactions otherwise than on these exchanges or systems, such as privately negotiated transactions, or using a combination of these methods, and at fixed prices, at prevailing market prices at the time of the sale, at varying prices determined at the time of sale, or at negotiated prices. See the disclosure under the heading "Plan of Distribution" elsewhere in this prospectus for more information about how the Selling Stockholders may sell or otherwise dispose of their Resale Shares hereunder.

The Selling Stockholders may sell any, all or none of the securities offered by this prospectus and we do not know when or in what amount the Selling Stockholders may sell their Resale Shares hereunder following the effective date of the registration statement of which this prospectus forms a part.

You should carefully read this prospectus and any applicable prospectus supplement, as well as any documents incorporated by reference herein or therein, before you invest in any of the securities being offered.

Our Common Stock is traded on the Nasdaq Capital Market under the symbol "TCRT." On November 11, 2026, the last reported sales price for our Common Stock was $1.61 per share.

Investing in our securities involves a high degree of risk. Before making any investment in our securities, you should consider carefully the risks and uncertainties described in the section entitled "Risk Factors" beginning on page 9 of this prospectus.

Neither the SEC nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense. The securities are not being offered in any jurisdiction where the offer is not permitted.

The date of this prospectus is , 2026

TABLE OF CONTENTS

	PAGE
ABOUT THIS PROSPECTUS	1
CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS	2
PROSPECTUS SUMMARY	3
RISK FACTORS	9
INCORPORATION OF INFORMATION BY REFERENCE	10
USE OF PROCEEDS	11
SELLING STOCKHOLDERS	12
PLAN OF DISTRIBUTION	22
DESCRIPTION OF CAPITAL STOCK	24
LEGAL MATTERS	30
EXPERTS	31
WHERE YOU CAN FIND MORE INFORMATION	32

ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form S-3 that we filed with the SEC using a "shelf" registration process. Under this shelf registration process, the Selling Stockholders may, from time to time, offer and sell the securities described in this prospectus in one or more offerings. Information about the Selling Stockholders may change over time.

This prospectus provides you with a general description of the securities the Selling Stockholders may offer. Each time the Selling Stockholders sell shares of Common Stock using this prospectus, to the extent necessary and required by law, we will provide a prospectus supplement that will contain specific information about the terms of that offering, including the number of shares of Common Stock being offered, the manner of distribution, the identity of any underwriters or other counterparties and other specific terms related to the offering. The prospectus supplement may also add, update or change information contained in this prospectus. To the extent that any statement made in a prospectus supplement is inconsistent with statements made in this prospectus, the statements made in this prospectus will be deemed modified or superseded by those made in the prospectus supplement. You should read this prospectus, any applicable prospectus supplement and the information incorporated by reference in this prospectus before making an investment in shares of our Common Stock. See "Where You Can Find More Information" for more information.

This prospectus contains and incorporates by reference information that you should consider when making your investment decision. Neither we nor the Selling Stockholders have authorized anyone to give any information or to make any representation other than those contained or incorporated by reference in this prospectus. The Selling Stockholders are offering to sell, and seeking offers to buy, our securities only in jurisdictions where it is lawful to do so. We have not authorized anyone to provide you with different information. This prospectus and any accompanying prospectus supplement do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities described in any accompanying prospectus supplement or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. You should assume that the information appearing in this prospectus, any prospectus supplement, the documents incorporated by reference herein and any related free writing prospectus is accurate only as of their respective dates. Our business, financial condition, results of operations and prospects may have changed materially since those dates.

In this prospectus, unless the context otherwise requires, the terms "Alaunos," the "Company," "we," "us," and "our" refer to Alaunos Therapeutics, Inc., a Delaware corporation, and, where appropriate, its consolidated subsidiaries.

This prospectus contains trade names, trademarks and service marks of others, which are the property of their respective owners. Solely for convenience, trademarks and trade names referred to in this prospectus may appear without the ® or TM symbols.

All references to "our product candidates," "our programs" and "our pipeline" in this prospectus include the research programs with respect to which we have the option to acquire intellectual property license rights to pursuant to the Research Letter Agreement, by and between Velaris and Paragon Laboratories, Inc. ("Paragon"), dated July 17, 2026 (the "Paragon Letter Agreement"), and the Fusion Protein Discovery and Option Agreement by and between Velaris and Paragon, dated October 13, 2026 (the "Paragon Option Agreement"), which we assumed pursuant to the Asset Acquisition. As of the date of this prospectus, we have not exercised the option under the Paragon Letter Agreement or the Paragon Option Agreement with respect to any research program or entered into any license agreement.

For investors outside of the United States, neither we nor the Selling Stockholders have done anything that would permit the offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourselves about and to observe any restrictions relating to the offering and the distribution of this prospectus outside of the United States.

CAUTIONARY STATEMENT CONCERNING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents that we incorporate by reference, contains "forward-looking statements" within the meaning of Section 27A of the Securities Act of 1933, as amended (the "Securities Act"), and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). These forward-looking statements involve a number of risks and uncertainties. We caution readers that any forward-looking statement is not a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statement. These statements are based on current expectations of future events.

All statements, other than statements of historical facts contained in this prospectus, including, without limitation, statements regarding: the Conversion Approval; our ability to achieve the expected benefits or opportunities and related timing with respect to the Asset Acquisition of Velaris; our future results of operations and financial position, business strategy, the length of time that we believe our existing cash resources will fund our operations, our market size, our potential growth opportunities, our preclinical and future clinical development activities, the efficacy and safety profile of our product candidates, the potential therapeutic benefits and economic value of our product candidates, the timing and results of preclinical studies and clinical trials, the expected impact of adverse macroeconomic conditions, including inflation, slower growth or recession, new or increased tariffs and other barriers to trade, changes to fiscal and monetary policy or government budget dynamics (particularly in the pharmaceutical and biotech areas), volatility in financial markets and other challenges in the global economy, and the receipt and timing of potential regulatory designations, approvals and commercialization of product candidates are forward-looking statements. Forward-looking statements generally relate to future events or our future financial or operating performance. The words "believe," "may," "will," "potentially," "estimate," "continue," "anticipate," "predict," "target," "intend," "could," "would," "should," "project," "plan," "expect," and similar expressions that convey uncertainty of future events or outcomes are intended to identify forward-looking statements, although not all forward-looking statements contain these identifying words.

These forward-looking statements are subject to a number of risks, uncertainties and assumptions. Moreover, we operate in a very competitive and rapidly changing environment, and new risks emerge from time to time. It is not possible for our management to predict all risks, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements we may make. Factors that might cause such a difference include those discussed in our most recent Annual Report on Form 10-K, as supplemented and updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K that we have filed or will file with the SEC, and in other documents which are incorporated by reference into this prospectus, as well as the risk factors and other information contained in or incorporated by reference into any accompanying prospectus supplement. You are cautioned not to place undue reliance on these forward-looking statements, which speak only as of the date of this prospectus or, in the case of documents referred to or incorporated by reference, the date of those documents.

In addition, statements that "we believe" and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based on information available to us as of the date of this prospectus. While we believe that such information provides a reasonable basis for these statements, such information may be limited or incomplete. Our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all relevant information. These statements are inherently uncertain, and investors are cautioned not to unduly rely on these statements.

All subsequent written or oral forward-looking statements attributable to us or any person acting on our behalf are expressly qualified in their entirety by the cautionary statements contained or referred to in this section. We do not undertake any obligation to release publicly any revisions to these forward-looking statements to reflect events or circumstances after the date of this prospectus or to reflect the occurrence of unanticipated events, except as may be required under applicable U.S. securities laws. If we do update one or more forward-looking statements, no inference should be drawn that we will make additional updates with respect to those or other forward-looking statements.

PROSPECTUS SUMMARY

This summary may not contain all the information that you should consider before investing in securities. You should read the entire prospectus and the information incorporated by reference in this prospectus carefully, including "Risk Factors" and the financial data and related notes and other information incorporated by reference herein, before making an investment decision.

All references to "our product candidates," "our programs" and "our pipeline" in this prospectus include the research programs with respect to which we have the option to acquire intellectual property license rights to pursuant to the Paragon Letter Agreement and the Paragon Option Agreement, which we assumed pursuant to the Asset Acquisition. As of the date of this prospectus, we have not exercised the option under the Paragon Letter Agreement or the Paragon Option Agreement with respect to any research program or entered into any license agreement.

Company Overview

We are a biopharmaceutical company developing a pipeline of potentially transformative therapies for pulmonary arterial hypertension ("PAH") and related cardiopulmonary disease. In the Asset Acquisition (as defined below), we bolstered our pipeline with the addition of product candidates for the treatment of PAH and related cardiopulmonary disease, led by VLR199, a proprietary activin receptor type IIA-Fc ligand trap, and the assumption of the Paragon Option Agreement. VLR199 is designed to replicate the clinically validated pharmacology of Winrevair® (sotatercept), marketed by Merck, but is being developed with elements intended to improve upon its profile, including dosing strategies, presentation and indication selection. Winrevair is the only approved ActRII-Fc ligand trap and has a differentiated mechanism from the traditional vasodilators approved for PAH. We intend to submit an IND or CTA for VLR199 in the second half of 2027, with initial clinical proof-of-concept data from a Phase 1 trial anticipated in 2028. We also intend to pursue additional indications beyond PAH where activin signaling inhibition could benefit patient outcomes.

In addition to VLR199, we are developing VLR247, VLR258 and VLR360. VLR247 and VLR258 are designed to retain the clinical activity of Winrevair but improve upon the safety profile by sparing bone morphogenetic proteins 9 and 10. VLR360 is a monoclonal antibody directed to platelet-derived growth factor B, which is designed to be an orthogonal approach from activin signaling to treating PAH and thus has potential as a monotherapy as well as in combination with our other assets. Our pipeline also includes ALN1003, our preclinical oral candidate for obesity and metabolic disease.

Recent Developments

On October 13, 2026, we effected the Asset Acquisition to acquire Velaris in accordance with the terms of the Agreement and Plan of Merger, dated as of October 13, 2026 (the "Acquisition Agreement"), by and among the Company, Valkyrie Merger Sub I, Inc., a Delaware corporation and a wholly owned subsidiary of the Company ("First Merger Sub"), Valkyrie Merger Sub II, LLC, a Delaware limited liability company and wholly owned subsidiary of the Company ("Second Merger Sub"), and Velaris. Pursuant to the Acquisition Agreement, First Merger Sub merged with and into Velaris, pursuant to which Velaris was the surviving corporation and became a wholly owned subsidiary of the Company (the "First Merger"). Immediately following the First Merger, Velaris merged with and into Second Merger Sub, pursuant to which Second Merger Sub was the surviving entity and changed its name to "Velaris Therapeutics, LLC".

The Asset Acquisition was structured as a stock-for-stock transaction pursuant to which (i) each outstanding share of Velaris common stock was converted into the right to receive a number of shares of Series C Preferred Stock equal to the exchange ratio of 5.2643 divided by 1,000 and (ii) each outstanding share of Velaris preferred

stock was converted into the right to receive a number of shares of Series B Preferred Stock equal to the exchange ratio of 5.2643 divided by 1,000, for aggregate consideration of 105,286 shares of Series B Preferred Stock (or 105,286,000 shares on an as-converted-to-Common Stock basis) and 33,054 shares of Series C Preferred Stock (or 33,054,000 shares on an as-converted-to-Common Stock basis), in addition to the assumption of outstanding and unexercised options to purchase shares of Velaris common stock, which were converted into options to purchase 972,432 shares of Common Stock from the Velaris 2026 Equity Incentive Plan.

With respect to the Asset Acquisition, we determined that Alaunos was the acquiror for accounting purposes under ASC 805-10-25-4 and ASC 805-10-55-11. The primary factors considered were (a) the relative voting rights in the combined entity not resulting in a change of control, (b) legacy members of our board of directors maintained control of the board, and (c) the composition of senior management remained the same at the closing of the Transactions. Next, we considered whether the Asset Acquisition should be defined as a business under ASC 805. ASC 805-10-55-5A through 55-5C describe a screen test to determine whether an acquired set of assets and activities is not a business. We determined that substantially all (greater than 90%) of the fair value of the assets acquired were concentrated in a single asset, Velaris's Option to license intellectual property rights related to certain of its programs pursuant to the Paragon Letter Agreement and the Paragon Option Agreement. Accordingly, we treated the Asset Acquisition as an asset acquisition for accounting purposes. Even if the transaction would have failed the screen test, Velaris lacked the financial resources to have inputs, processes, and outputs to constitute a business under ASC 805. Following the Asset Acquisition, we will need to invest in infrastructure and the continuing research and development being conducted under the Paragon Letter Agreement and the Paragon Option Agreement to be able to have any measurable outputs.

Concurrently with the execution of the Acquisition Agreement, we entered into a securities purchase agreement (the "Securities Purchase Agreement") for a PIPE investment with existing and new investors (the "Investors") to raise approximately $350.0 million, pursuant to which the Investors purchased an aggregate of 687,789 shares of Common Stock at a price of $1.4357 per share and 243,063 shares of Series C Preferred Stock (or 243,063,000 shares on an as-converted-to-Common Stock basis) at a price of $1,435.70 per share (or $1.4357 per share on an as-converted-to-Common Stock basis). The PIPE included participation from Fidelity Management & Research Company, Venrock Healthcare Capital Partners, Wellington Management, Janus Henderson Investors, Access Industries, BB Biotech, TCGX, T. Rowe Price, Deep Track Capital, Blackstone Multi-Asset Investing and Perceptive Advisors. The PIPE closed on October 14, 2026.

The Transactions were approved by our board of directors and the board of directors and stockholders of Velaris. The closings of the Transactions were not subject to the approval of Alaunos stockholders. Subject to the Conversion Approval and certain beneficial ownership limitations set by each holder, each share of Series B Preferred Stock will be convertible at the option of the holder into 1,000 shares of Common Stock and each share of Series C Preferred Stock will automatically convert into 1,000 shares of Common Stock. We expect to file a proxy statement with the SEC to solicit such Conversion Approval, among other matters, at a special meeting of Alaunos stockholders (the "Special Meeting"). Except as otherwise required by law (e.g., voting on a change to the authorized shares of Series B Preferred Stock or the rights of such shares as required by the Delaware General Corporation Law) and the Certificate of Designation of Preferences, Rights and Limitations of Series B Non-Voting Convertible Preferred Stock (the "Series B Certificate of Designation"), the Series B Preferred Stock does not have voting rights. Except as otherwise required by law (e.g., voting on a change to the authorized shares of Series C Preferred Stock or the rights of such shares as required by the Delaware General Corporation Law) and the Certificate of Designation of Preferences, Rights and Limitations of Series C Non-Voting Convertible Preferred Stock (the "Series C Certificate of Designation"), the Series C Preferred Stock does not have voting rights. For more information on the Series B Preferred Stock and the Series C Preferred Stock, please refer to the Series B Certificate of Designation and the Series C Certificate of Designation, respectively, which are incorporated by reference herein and attached as Exhibits 3.1 and 3.2 to our Current Report on Form 8-K filed with the SEC on October 13, 2026.

In connection with the execution of the Acquisition Agreement, Alaunos and Velaris entered into stockholder support agreements (the "Support Agreements") with certain stockholders of Alaunos and its officers and directors (together with affiliated entities), which collectively own an aggregate of approximately 8.0% of the outstanding shares of Common Stock. The Support Agreements provide that, among other things, each of the parties thereto has agreed to vote or cause to be voted all of the shares of Common Stock owned by such stockholder in favor of the Conversion Approval and the other proposals described above at the Special Meeting.

Concurrently and in connection with the execution of the Acquisition Agreement, certain Velaris stockholders as of immediately prior to the Asset Acquisition and certain of the directors and officers and certain stockholders of the Company as of immediately prior to the Asset Acquisition entered into lock-up agreements with Alaunos and Velaris, pursuant to which each such stockholder will be subject to a 180-day lockup on the sale or transfer of shares of Common Stock held by each such stockholder at the closing of the Asset Acquisition, including those shares received by such Velaris stockholders in the Asset Acquisition.

For more information about the Transactions, you should refer to our Current Report on Form 8-K filed with the SEC on October 13, 2026, which is incorporated by reference herein.

Corporation Information

We originally incorporated in Colorado in September 1998 and re-incorporated in Delaware on May 16, 2005. On October 13, 2026, we completed the Asset Acquisition, pursuant to which Velaris became our wholly owned subsidiary, and all of Velaris's outstanding equity interests were exchanged for consideration from the Company of 105,286 shares of Series B Preferred Stock (or 105,286,000 shares on an as-converted-to-Common Stock basis) and 33,054 shares of Series C Preferred Stock (or 33,054,000 shares on an as-converted-to-Common Stock basis), in addition to the assumption of outstanding and unexercised options to purchase shares of Velaris common stock. Our principal executive offices are located at 501 E. Las Olas Blvd., Suite 300, Fort Lauderdale, FL 33301, and our telephone number is (346) 355-4099. The information contained on, or that can be accessed through, our website is not part of, and is not incorporated by reference into, this prospectus.

Our Relationship with Fairmount and Paragon

In connection with the Asset Acquisition, we assumed the rights and obligations of Velaris under the Paragon Letter Agreement and the Paragon Option Agreement. Each of Paragon Laboratories L.P. ("Paragon L.P.") and Palaris Holding LLC ("Palaris"), an affiliate of Paragon L.P., received 13,161 shares of Series C Preferred Stock in the Asset Acquisition. Neither Paragon L.P. nor Palaris currently beneficially owns more than 5% of a class of our voting securities, and neither is expected to do so following the Conversion Approval. One of our directors, Peter Harwin, is affiliated with Fairmount and was appointed in accordance with the Acquisition Agreement; following the Conversion Approval, three additional directors designated by Fairmount will be appointed to the Board of Directors. We consider Paragon L.P., Palaris and Fairmount to be related parties. See the section titled "Paragon Option Agreement" below for more information on the Paragon Option Agreement.

Paragon Option Agreement

On July 17, 2026, Velaris entered into the Paragon Letter Agreement, under which Paragon agreed to conduct research programs for Velaris and granted Velaris an exclusive option, on a research program-by-research program basis, to enter into a discovery and option agreement for each program. Velaris exercised that option with respect to the first two research programs under the Letter Agreement, and on October 13, 2026, Velaris and Paragon entered into a Fusion Protein Discovery and Option Agreement (the "Paragon Option Agreement"), which memorializes the continuation of those two programs, supersedes the Letter Agreement with respect to them and establishes a framework for additional research programs. The Letter Agreement remains in effect with respect to its other three research programs, as described below. In connection with the Asset Acquisition, we

assumed the rights and obligations of Velaris under the Paragon Option Agreement and the Letter Agreement. Under the terms of the Paragon Option Agreement, Paragon agreed to perform certain research activities to discover, generate, identify and characterize one or more Fc fusion protein candidates that comprise the extracellular domain of a single mutually agreed receptor (each, a "Research Program"). The Paragon Option Agreement includes three Research Programs: Research Program 1, for fusion proteins of activin A receptor type-2A ("ActRIIA"); Research Program 2, for fusion proteins of activin A receptor type-2B ("ActRIIB"); and Research Program 3, for fusion proteins of ActRIIA that spare BMP9/10 signaling. From time to time, we may choose to add additional Research Programs and receptors to the Paragon Option Agreement by mutual agreement with Paragon, and either party may accept or reject a proposed Research Program in its sole discretion.

The Paragon Option Agreement requires us and Paragon to agree on a research plan for each target that includes design, modeling, synthesis, evaluation and other mutually agreed activities (each, a "Research Plan"), which activities primarily include performing preclinical studies. Paragon will use commercially reasonable efforts to perform the activities set forth in each Research Plan on the timelines set forth in such Research Plan and in compliance with a mutually agreed budget. Each Research Program will be overseen and coordinated by a joint development committee consisting of two representatives designated by us and two representatives designated by Paragon, with us and Paragon each having one vote. If the committee cannot reach consensus, technical and scientific decisions are made by Paragon and budget and other decisions are made by us. Following completion of the fusion protein production activities under a Research Plan, Paragon will deliver to us a data package that includes sequence information for all then-existing fusion proteins for such Research Program, together with samples upon our request and at our expense, to enable us to evaluate our option.

Under the Paragon Option Agreement, we have an option (an "Option"), on a Research Program-by-Research Program basis, to enter into a separate agreement with Paragon consistent with a set of pre-negotiated terms (a "License Agreement"). During the term of the Paragon Option Agreement, Paragon has also granted us a limited, exclusive, royalty-free license under such intellectual property solely to evaluate the Option. Each License Agreement will include (a) an exclusive, worldwide, royalty-bearing license, with the right to sublicense through multiple tiers, under Paragon's rights in the intellectual property resulting from the applicable Research Program to develop, manufacture and commercialize the fusion proteins of the selected receptor, derivatives thereof and products containing them, and (b) a non-exclusive, worldwide, royalty-bearing license under certain other patents controlled by Paragon that expressly recite the sequence of a licensed fusion protein and are necessary to develop, manufacture or commercialize it. The licenses will be limited to the development and commercialization of the licensed fusion proteins as monospecific Fc fusion proteins; we will have no right under a License Agreement to develop or commercialize any multispecific molecule, antibody-drug conjugate, cell therapy or other modality incorporating a licensed fusion protein or its receptor domain, or to use the Fc domain of a licensed fusion protein other than as part of a licensed fusion protein, and Paragon retains all rights not expressly granted, including the right to use the resulting data for any purpose, subject to the exclusivity described below. The Option with respect to each Research Program is exercisable at our sole discretion at any time during the period beginning on the initiation of activities under the associated Research Program and ending 120 days following our receipt of the data package for such Research Program, or such longer period as the parties agree (an "Option Period"). There is no payment due upon exercise of an Option pursuant to the Paragon Option Agreement. Activities under a Research Plan may continue past the exercise of an Option or entry into a License Agreement. As of the date of this prospectus, we have not exercised the option for any of our programs.

Upon exercise of an Option with respect to a Research Program, the parties are obligated to use reasonable efforts to finalize and execute a License Agreement within 90 days, and if they are unable to do so, either party may require that the form of License Agreement be determined by binding arbitration before an independent licensing expert. Under the terms of a License Agreement, we expect that we will have sole authority over and control of the development, regulatory approval, manufacturing and commercialization of the licensed fusion

proteins worldwide, and will own all regulatory approvals. Prior to entry into a License Agreement, Paragon is responsible for the prosecution, defense, maintenance and enforcement of patents related to the Research Program. Following entry into a License Agreement, we expect to control prosecution, defense, maintenance and enforcement of the licensed patents, subject to Paragon's step-in rights. A License Agreement will continue until the expiration of the last royalty obligation, and may be terminated by either party for the other's uncured material breach, by Paragon if we challenge the licensed patents, and by us for convenience on 60 days' notice. However, there is no assurance that we will successfully negotiate future License Agreements with Paragon or that the terms will not differ from those described in this prospectus.

Each license agreement under the Paragon Option Agreement will permit Paragon, in its sole discretion, to terminate the license, with the licensed rights reverting to Paragon, upon the occurrence of certain events, including if (i) the Company's stockholders' equity, as determined in accordance with the Nasdaq listing rules, does not exceed $200 million as of the end of the second full fiscal quarter following the closing of the Asset Acquisition, or the Company fails to timely file the periodic report including such balance sheet, or (ii) the Company fails to deliver freely tradeable shares of Common Stock within 120 days following an exercise of the warrants held by Paragon. Paragon may exercise this right within 180 days following the occurrence of such an event, and its right is not affected by any subsequent cure. Until Paragon's reversion right expires, we may not, without Paragon's consent, sublicense (other than to contractors), assign or grant a lien on the licensed rights, and upon any reversion we must transfer to Paragon the related data, regulatory filings and assignable third-party agreements and grant Paragon an exclusive license under our related intellectual property, in each case without further consideration.

We may terminate the Paragon Option Agreement or any research program for convenience upon 30 days' prior written notice, subject to payment of accrued costs and non-cancellable obligations. Each party may terminate the Paragon Option Agreement for the other party's uncured material breach or insolvency, and Paragon may terminate a research program if it is suspended or delayed for four consecutive months as a result of Velaris's action or inaction. The Paragon Option Agreement also contains customary provisions relating to intellectual property, confidentiality and indemnification.

Unless terminated earlier, the Paragon Option Agreement shall continue in force on a Research Program-by-Research Program basis until the expiration or termination of the research term for such Research Program, which ends upon completion of the activities under the applicable Research Plan or, if earlier, upon the expiration of the Option Period without our exercise of the Option or the expiration of the 90-day License Agreement negotiation period without a License Agreement or a request for arbitration. We may terminate the Paragon Option Agreement or any Research Program at any time for any or no reason upon 30 days' prior written notice to Paragon; provided, that we must pay Paragon any unpaid development costs accrued prior to termination, any non-cancellable obligations reasonably incurred by Paragon in connection with its activities under any terminated Research Program. Paragon may terminate any Paragon Option Agreement or any Research Program immediately upon written notice to us if, as a result of any action or failure to act by us or our affiliates, such Research Program or all material activities under the applicable Research Plan are suspended, discontinued or otherwise delayed for a period of four consecutive months. Each party has the right to terminate the Paragon Option Agreement or any Research Program upon (i) 30 days' prior written notice of the other party's material breach (or 10 days' notice in the case of a payment breach) that remains uncured during such period, (ii) the other party's bankruptcy and (iii) a force majeure event continuing for more than 90 days.

Upon signing of the Paragon Option Agreement, Velaris became obligated to reimburse Paragon $18.5 million for research and development costs related to VLR199, VLR247, VLR258 and VLR360, other general and administrative costs incurred by Paragon through October 13, 2026 under the Letter Agreement (the "Pre-Effective Date Development Costs"), payable within 30 days after receipt of Paragon's invoice. The Pre-Effective Date Development Costs include a 20% mark-up on third-party costs paid by Paragon, other than

costs for toxicology, cell line development, process development, drug substance and drug product manufacturing, patent-related legal fees and general and administrative activities.

We are also required to pay Paragon for certain development fees and costs on a Research Program-by-Research Program basis. Under the Paragon Option Agreement, we are required to pay Paragon a one-time, non-refundable research initiation fee of $3.0 million for each of Research Program 1 and Research Program 2, payable within 30 days following the later of finalization of the applicable Research Plan and the first closing of a financing in which Velaris sells equity securities to third parties (other than Paragon or Fairmount) for gross proceeds of more than $50.0 million (a "Qualified Financing"), subject to a $12.0 million cap on aggregate research initiation fees for Research Programs commenced before the first Qualified Financing. Under the Paragon Option Agreement, on a Research Program-by-Research Program basis, we are required to make one-time, non-refundable milestone payments to Paragon of up to a total of $62.5 million per product upon the achievement of certain development and regulatory milestones. As of the date of this prospectus, no milestone payments have become payable.

Any License Agreement entered into with respect to a given Research Program will contain the same milestone payment obligations as the Paragon Option Agreement, provided that any milestone set in the Paragon Option Agreement that has not yet been achieved and is duplicated in such License Agreement shall no longer be achievable and payable under the terms of the Paragon Option Agreement and shall only be achievable under the terms of the License Agreement. For the avoidance of doubt, if a milestone is achieved and paid by us pursuant to the Paragon Option Agreement for a certain Research Program, then there shall be no milestone payment due for the achievement of such milestone under a subsequently executed License Agreement for such Research Program. Further, under a License Agreement, we would also be required to make royalty payments to Paragon in the high single-digit percentage range based on net sales of products, subject to certain reductions. The royalty term will terminate on a product-by-product and country-by-country basis upon the later of the expiration of the last-to-expire valid claim within the relevant patent rights or the twelfth anniversary of the first commercial sale of such product in such country.

Additionally, as part of the Paragon Option Agreement, we are obligated to issue to Paragon two warrants, each to purchase a number of shares of our Common Stock equal to 1.00% of our outstanding Common Stock as of the date of the grant on a fully diluted basis, with an exercise price equal to the fair market value of the underlying shares of our Common Stock on the applicable grant date and a term of ten years from the grant date.

As of the closing of the Asset Acquisition on October 13, 2026, Velaris had recognized $18.5 million of expense pursuant to the Paragon Option Agreement and the Letter Agreement, of which $17.9 million is research and development expense and $0.6 million is general and administrative expense. Of the research and development expense, $7.3 million is related to Research Program 1, $5.1 million is related to Research Program 2 and $1.3 million is related to Research Program 3. No payments were made by Velaris to Paragon prior to the closing of the Asset Acquisition. As of the date of this prospectus, we have paid Paragon an aggregate of $13.4 million, including $7.1 million related to Research Program 1, $0.9 million related to Research Program 2 and $1.2 million related to Research Program 3.

RISK FACTORS

Investing in our securities involves risks. You should carefully consider the risks, uncertainties and other factors described in our most recent Annual Report on Form 10-K, as supplemented and updated by subsequent Quarterly Reports on Form 10-Q and Current Reports on Form 8-K that we have filed or will file with the SEC, and in other documents which are incorporated by reference into this prospectus, as well as the risk factors and other information contained in or incorporated by reference into any accompanying prospectus supplement before investing in any of our securities. Our business, financial condition, results of operations, cash flows or prospects could be materially and adversely affected by any of these risks. The risks and uncertainties described in the documents incorporated by reference herein are not the only risks and uncertainties that you may face.

For more information about our SEC filings, please see "*Where You Can Find More Information*" and "*Incorporation of Information by Reference*."

INCORPORATION OF INFORMATION BY REFERENCE

The SEC allows us to "incorporate by reference" information that we file with the SEC, which means that we can disclose important information to you by referring you to those other documents. The information incorporated by reference is an important part of this prospectus, and information we file later with the SEC will automatically update and supersede this information. A Current Report (or portion thereof) furnished, but not filed, on Form 8-K shall not be incorporated by reference into this prospectus. We incorporate by reference the documents listed below and any future filings we make with the SEC under Section 13(a), 13(c), 14, or 15(d) of the Exchange Act, including all filings made after the date of the filing of this registration statement and prior to the effectiveness of this registration statement, except, in each case, as to any portion of any future report or document that is not deemed filed under such provisions, prior to the termination of any offering of securities made by this prospectus:

- our Annual Report on Form 10-K for the fiscal year ended December 31, 2025, filed with the SEC on March 31, 2026 and Amendment No. 1 thereto, filed with the SEC on April 30, 2026;
- our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2026 and June 30, 2026, filed with the SEC on May 15, 2026 and August 14, 2026, respectively;
- our Current Reports on Form 8-K (except for information contained therein which is furnished rather than filed) filed with the SEC on January 8, 2026, March 2, 2026, April 15, 2026, May 18, 2026, May 26, 2026, June 29, 2026, September 17, 2026, September 22, 2026, October 9, 2026, October 13, 2026, October 21, 2026 and October 23, 2026; and
- the description of our Common Stock contained in our registration statement on Form 8-A filed with the SEC on September 20, 2006, including any amendment or report filed for the purpose of updating such description.

We will furnish without charge to you, on written or oral request, a copy of any or all of such documents that has been incorporated herein by reference (other than exhibits to such documents unless such exhibits are specifically incorporated by reference into the documents that this prospectus incorporates). Written or oral requests for copies should be directed to Alaunos Therapeutics, Inc., Attn: Investor Relations, 501 E. Las Olas Blvd., Suite 300, Fort Lauderdale, FL 33301, telephone number (346) 355-4099. See the section of this prospectus entitled "Where You Can Find More Information" for information concerning how to read and obtain copies of materials that we file with the SEC.

Any statement contained in this prospectus, or in a document all or a portion of which is incorporated by reference, shall be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus, any prospectus supplement or any document incorporated by reference modifies or supersedes such statement. Any such statement so modified or superseded shall not, except as so modified or superseded, constitute a part of this prospectus.

USE OF PROCEEDS

We are not selling any securities under this prospectus and we will not receive any proceeds from the sale of the Resale Shares covered hereby. The net proceeds from the sale of the Resale Shares offered by this prospectus will be received by the Selling Stockholders.

Subject to limited exceptions, the Selling Stockholders will pay any underwriting discounts and commissions and expenses incurred by the Selling Stockholders for brokerage, accounting, tax or legal services or any other expenses incurred by the Selling Stockholders in disposing of any of the Resale Shares. We will bear the costs, fees and expenses incurred in effecting the registration of the Resale Shares covered by this prospectus, including all registration and filing fees, Nasdaq listing fees and fees and expenses of our counsel and our independent registered public accounting firm.

SELLING STOCKHOLDERS

This prospectus covers the resale or other disposition from time to time by the Selling Stockholders identified in the table below of up to an aggregate of 382,090,789 shares of Common Stock, which represents the total number of shares of Common Stock issued to the Selling Stockholders pursuant to the Securities Purchase Agreement or issuable upon the conversion of the Series B Preferred Stock and Series C Preferred Stock issued pursuant to the Acquisition Agreement and the Securities Purchase Agreement. The Selling Stockholders may from time to time offer and sell any or all of the Resale Shares set forth below pursuant to this prospectus and any accompanying prospectus supplement.

On October 13, 2026, we entered into the Securities Purchase Agreement, pursuant to which we sold an aggregate of 687,789 shares of Common Stock and 243,063 shares of Series C Preferred Stock, which are convertible into 243,063,000 shares of Common Stock pursuant to the Series C Certificate of Designation, at an aggregate purchase price of approximately $350.0 million. Also on October 13, 2026, we completed our acquisition of Velaris in accordance with the Acquisition Agreement, pursuant to which we issued an aggregate of 105,286 shares of Series B Preferred Stock, which are convertible into 105,286,000 shares of Common Stock pursuant to the Series B Certificate of Designation, and 33,054 shares of Series C Preferred Stock, which are convertible into 33,054,000 shares of Common Stock pursuant to the Series C Certificate of Designation, to certain of the Selling Stockholders.

We are registering the Resale Shares to permit the Selling Stockholders and their pledgees, donees, transferees or other successors-in interest that receive their shares after the date of this prospectus to resell or otherwise dispose of the shares in the manner contemplated under “Plan of Distribution” herein.

Except as otherwise disclosed herein, the Selling Stockholders do not have, and within the past three years have not had, any position, office or other material relationship with us.

The following table sets forth the names of the Selling Stockholders, the number of shares of our Common Stock owned by the Selling Stockholders, the number of shares of our Common Stock that may be offered under this prospectus and the number of shares of our Common Stock that will be owned after this offering by the Selling Stockholders assuming all of the shares registered for resale hereby are sold.

The Selling Stockholders may sell some, all or none of their Resale Shares. We do not know how long the Selling Stockholders will hold the Resale Shares before selling them, and we currently have no agreements, arrangements or understandings with the Selling Stockholders regarding the sale or other disposition of any of the Resale Shares, except for lock-up agreements with certain Velaris stockholders as of immediately prior to the Asset Acquisition, pursuant to which each such Selling Stockholder is subject to a 180-day lockup on the sale or transfer of shares of Common Stock held by each such Selling Stockholder at the closing of the Transactions. The Resale Shares covered hereby may be offered from time to time by the Selling Stockholders, provided that Resale Shares issued upon conversion of Series B Preferred Stock and Series C Preferred Stock may only be offered after such shares of Series B Preferred Stock and Series C Preferred Stock, respectively, are converted to Common Stock pursuant to the terms of the Series B Certificate of Designation and Series C Certificate of Designation, respectively.

The information set forth below is based upon information obtained from the Selling Stockholders and upon information in our possession regarding the issuance of the Series B Preferred Stock, Series C Preferred Stock, and Merger Common Shares in connection with the Transactions. The percentages of Common Stock owned after the offering by each Selling Stockholder below are based on 4,208,359 shares of Common Stock outstanding as of November 11, 2026, and, for each Selling Stockholder, assumes the conversion of only the Series B Preferred Stock and Series C Preferred Stock owned by such Selling Stockholder but not the Series B Preferred Stock and Series C Preferred Stock owned by any other Selling Stockholder.

Name of Selling Stockholders (1)	Common Stock Beneficially Owned Before Offering (2)	Common Stock that May Be Offered Pursuant to Prospectus	Common Stock Beneficially Owned After Offering (2)	
			Number	Percentage (%)
Entities associated with Fairmount Funds Management LLC (3)	174,937,789	174,937,789	—	—
Paragon Laboratories L.P. (4)	13,161,000	13,161,000	—	—
Palaris Holding LLC (5)	13,161,000	13,161,000	—	—
Fidelity Advisor Series VII: Fidelity Advisor Health Care Fund (6)	361,000	361,000	—	—
Fidelity Select Portfolios: Select Health Care Portfolio (6)	700,000	700,000	—	—
Variable Insurance Products Fund IV: VIP Health Care Portfolio (6)	100,000	100,000	—	—
Fidelity Select Portfolios: Biotechnology Portfolio (6)	600,000	600,000	—	—
Fidelity Advisor Series VII: Fidelity Advisor Biotechnology Fund (6)	208,200	200,000	8,200	—
Fidelity Rutland Square Trust II: Strategic Advisers Fidelity U.S. Total Stock Fund (6)	284,000	284,000	—	—
Fidelity Rutland Square Trust II: Strategic Advisers U.S. Total Stock Fund (6)	130,000	130,000	—	—
Fidelity Securities Fund: Fidelity Small Cap Growth Fund (6)	600,000	600,000	—	—
Fidelity Securities Fund: Fidelity Small Cap Growth K6 Fund (6)	500,000	500,000	—	—
Fidelity Mt. Vernon Street Trust: Fidelity Series Growth Company Fund (6)	1,138,000	1,138,000	—	—
Fidelity Mt. Vernon Street Trust: Fidelity Growth Company Fund (6)	4,907,000	4,907,000	—	—
Fidelity Growth Company Commingled Pool (6)	6,469,000	6,469,000	—	—
Fidelity Mt. Vernon Street Trust: Fidelity Growth Company K6 Fund (6)	1,414,000	1,414,000	—	—
Fidelity Contrafund Commingled Pool (6)	4,058,000	4,058,000	—	—
Fidelity Contrafund: Fidelity Contrafund K6 (6)	2,305,000	2,305,000	—	—
Fidelity Contrafund: Fidelity Contrafund (6)	11,049,000	11,049,000	—	—
T. Rowe Price Small-Cap Stock Fund, Inc. (7)	5,717,000	5,717,000	—	—
T. Rowe Price Institutional Small-Cap Stock Fund (7)	3,124,000	3,124,000	—	—
T. Rowe Price Small-Cap Value Fund, Inc. (7)	2,787,000	2,787,000	—	—
T. Rowe Price U.S. Small-Cap Core Equity Trust (7)	2,753,000	2,753,000	—	—

Name of Selling Stockholders (1)	Common Stock Beneficially Owned Before Offering (2)	Common Stock that May Be Offered Pursuant to Prospectus	Common Stock Beneficially Owned After Offering (2)	
			Number	Percentage (%)
T. Rowe Price U.S. Small-Cap Value Equity Trust (7)	1,797,000	1,797,000	—	—
Costco 401(k) Retirement Plan (7)	422,000	422,000	—	—
T. Rowe Price U.S. Equities Trust (7)	193,000	193,000	—	—
T. Rowe Price Health Care ETF (7)	35,000	35,000	—	—
T. Rowe Price Spectrum Conservative Allocation Fund (7)	45,000	45,000	—	—
T. Rowe Price Spectrum Moderate Allocation Fund (7)	68,000	68,000	—	—
T. Rowe Price Spectrum Moderate Growth Allocation Fund (7)	188,000	188,000	—	—
T. Rowe Price Moderate Allocation Portfolio (7)	7,000	7,000	—	—
U.S. Small-Cap Stock Trust (7)	262,000	262,000	—	—
T. Rowe Price Small-Cap ETF (7)	7,000	7,000	—	—
Entities associated with Venrock Healthcare Capital Partners (8)	24,726,000	24,726,000	—	—
Wellington Biomedical Innovation Master Investors (Cayman) II, L.P. (9)	15,131,000	15,131,000	—	—
Wellington Private Investments Opportunities SPV 10, LLC (9)	540,000	540,000	—	—
Entities affiliated with Janus Henderson (10)	13,930,000	13,930,000	—	—
AI Biotechnology LLC (11)	12,189,000	12,189,000	—	—
Biotech Growth N.V. (12)	10,447,000	10,447,000	—	—
TCG Crossover Fund III, L.P. (13)	8,706,000	8,706,000	—	—
Entities affiliated with Deep Track Capital, LP (14)	6,964,000	6,964,000	—	—
Spruce Street Aggregator L.P. (15)	5,496,000	5,496,000	—	—
Perceptive Life Sciences Master Fund, Ltd. (16)	4,875,000	4,875,000	—	—
Entities affiliated with Sirenia Capital Management LP (17)	4,875,000	4,875,000	—	—
CDK Associates, L.L.C. (18)	4,501,000	4,501,000	—	—
Entities associated with ADAR1 Capital Management, LLC (19)	2,785,000	2,785,000	—	—
Trails Edge Biotechnology Master Fund, LP (20)	2,786,000	2,786,000	—	—
Woodline Master Fund LP (21)	696,000	696,000	—	—
Entities affiliated with Seven Grand Managers, LLC (22)	694,000	694,000	—	—
Third Street Holdings LLC (23)	450,000	450,000	—	—
Wedbush Healthcare Partners 2026 Fund, LLC (24)	348,000	348,000	—	—
Michael Henderson (25)	2,890,000	2,890,000	—	—
Dan Mulreany (26)	1,062,000	1,062,000	—	—
Carl Linden Dambkowski (27)	1,080,000	1,080,000	—	—
Julianne Bruno (28)	1,463,000	1,463,000	—	—
Michelle Pernice (28)	732,000	732,000	—	—
Matthew Batters (28)	366,000	366,000	—	—

Name of Selling Stockholders (1)	Common Stock Beneficially Owned Before Offering (2)	Common Stock that May Be Offered Pursuant to Prospectus	Common Stock Beneficially Owned After Offering (2)	
			Number	Percentage (%)
Emily Cloutier (28)	366,000	366,000	—	—
Rebecca Dabora (28)	366,000	366,000	—	—
Amy Moosey (28)	88,000	88,000	—	—
Kathleen Kelly (28)	59,000	59,000	—	—

* Less than 1%

(1) To our knowledge, unless otherwise indicated, all persons named in the table above have sole voting and investment power with respect to their shares of Common Stock. Unless an address is provided below, the address for the holder is 501 E. Las Olas Blvd., Suite 300, Fort Lauderdale, FL 33301.

(2) "Beneficial ownership" is a term broadly defined by the SEC in Rule 13d-3 under the Exchange Act, and includes more than the typical form of stock ownership, that is, stock held in the person's name. The term also includes what is referred to as "indirect ownership," meaning ownership of shares as to which a person has or shares investment power. Notwithstanding the foregoing, the beneficial ownership amounts assume the sale of all Common Stock that may be offered pursuant to this prospectus without taking into account certain limitations, including that a holder of Series B Preferred Stock and Series C Preferred Stock is prohibited from converting shares of Series B Preferred Stock and Series C Preferred Stock into shares of Common Stock (i) prior to the Stockholder Approval, or (ii) if, as a result of such conversion, such holder, together with its affiliates, would beneficially own more than a specified percentage (established by the holder between 0.00% and 19.99%) (the "Beneficial Ownership Limitation") of the total number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion.

(3) Consists of 687,789 shares of Common Stock held directly by Fairmount Healthcare Co-Invest VII, L.P. ("Fairmount Co-Invest VII") and (i) 105,286,000 shares of Common Stock issuable upon the conversion of 105,286 shares of Series B Preferred Stock held by Fairmount Healthcare Fund II, L.P. ("Fairmount Fund II"), (ii) 52,239,000 shares of Common Stock issuable upon the conversion of 52,239 shares of Series C Preferred Stock held by Fairmount Fund II and (iii) 16,725,000 shares of Common Stock issuable upon the conversion of 16,725 shares of Series C Preferred Stock held by Fairmount Co-Invest VII. The Series B Preferred Stock and Series C Preferred Stock held by Fairmount Fund II and Fairmount Co-Invest VII are subject to a Beneficial Ownership Limitation of 19.99%, which limitation restricts Fairmount Funds Management LLC ("Fairmount Funds Management") and its affiliates from converting those shares of preferred stock that would result in Fairmount Funds Management and its affiliates owning, after conversion, a number of shares of Common Stock in excess of the applicable ownership limitation. At such time as Fairmount Funds Management and its affiliates beneficially own 9.0% or less of the shares of Common Stock, the Beneficial Ownership Limitation applicable to such shares will automatically reduce to 9.99%. Fairmount Funds Management serves as investment manager for Fairmount Fund II and Fairmount Co-Invest VII and may be deemed a beneficial owner of any of our securities held by Fairmount Fund II and Fairmount Co-Invest VII. Fairmount Fund II and Fairmount Co-Invest VII have delegated to Fairmount Funds Management the sole power to vote and the sole power to dispose of all securities held in their respective portfolios. Because Fairmount Fund II and Fairmount Co-Invest VII have divested themselves of voting and investment power over the securities they hold and may not revoke that delegation on less than 61 days' notice, Fairmount Fund II and Fairmount Co-Invest VII disclaim beneficial ownership of the securities they hold. As managers of Fairmount Funds Management, Peter Harwin and Tomas Kiselak may be deemed to have voting and investment power over the shares held by Fairmount Fund II and Fairmount Co-Invest VII. Fairmount Funds Management, Peter Harwin and Tomas Kiselak disclaim beneficial ownership of such shares, except to the extent of any pecuniary interest therein. Mr. Harwin is a member of our Board of Directors. The address of the entities and individuals listed is 200 Barr Harbor Drive, Suite 400, West Conshohocken, PA 19428.

(4) Consists of 13,161,000 shares of Common Stock issuable upon the conversion of 13,161 shares of Series C Preferred Stock held by Paragon Laboratories L.P. ("Paragon L.P."), which Paragon L.P. received in the Asset Acquisition. Paragon Labs GP LLC is the general partner of Paragon L.P., and voting and investment decisions are made by a third-party manager. Paragon L.P.'s address is 200 Barr Harbor Drive, Suite 400, West Conshohocken, PA 19428. Paragon L.P. is an affiliate of Paragon Laboratories, Inc., our counterparty under the Paragon Letter Agreement and the Paragon Option Agreement. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Paragon L.P. are subject to a Beneficial Ownership Limitation of 4.99%.

(5) Consists of 13,161,000 shares of Common Stock issuable upon the conversion of 13,161 shares of Series C Preferred Stock held by Palaris Holding LLC ("Palaris"), which Palaris received in the Asset Acquisition. Palaris is managed by its board of managers, consisting of Matthew Batters, Emily Cox and Keri Lantz. Palaris's address is 221 Crescent Street, Building 23, Suite 105, Waltham, MA 02453. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Palaris are subject to a Beneficial Ownership Limitation of 4.99%.

(6) Consists of shares of Common Stock issuable upon the conversion of shares of Series C Preferred Stock held by the applicable fund or account. These funds and accounts are managed by direct or indirect subsidiaries of FMR LLC, all of which shares may be deemed to be beneficially owned by FMR LLC, certain of its subsidiaries and affiliates, and other companies. Abigail P. Johnson is a Director, the Chairman, and the Chief Executive Officer of FMR LLC. Members of the Johnson family, including Abigail P. Johnson, are the predominant owners, directly or through trusts, of Series B voting common shares of FMR LLC, representing 49% of the voting power of FMR LLC. The Johnson family group and all other Series B shareholders have entered into a shareholders' voting agreement under which all Series B voting common shares will be voted in accordance with the majority vote of Series B voting common shares. Accordingly, through their ownership of voting common shares and the execution of the shareholders' voting agreement, members of the Johnson family may be deemed, under the Investment Company Act of 1940, to form a controlling group with respect to FMR LLC. The address of FMR LLC is 245 Summer Street, Boston, Massachusetts 02210. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of these funds and accounts are subject to a Beneficial Ownership Limitation of 15.00%.

(7) Consists of shares of Common Stock issuable upon the conversion of shares of Series C Preferred Stock held by the applicable fund or account. T. Rowe Price Investment Management, Inc. ("TRPIM") serves as investment advisor with power to direct investments and/or sole power to vote the securities owned by the funds and accounts listed above. TRPIM may be deemed to be the beneficial owner of all of the shares held by these funds and accounts; however, TRPIM expressly disclaims that it is, in fact, the beneficial owner of such securities. TRPIM is a wholly owned subsidiary of T. Rowe Price Group, Inc., which is a publicly traded financial services holding company. The address of these funds and accounts is c/o T. Rowe Price Associates, Inc., 1307 Point Street, Baltimore, MD 21231. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of these funds and accounts are subject to a Beneficial Ownership Limitation of 9.99%.

(8) Consists of (i) 12,363,000 shares of Common Stock issuable upon the conversion of 12,363 shares of Series C Preferred Stock held by Venrock Healthcare Capital Partners EG, L.P. ("VHCP EG"), (ii) 11,238,000 shares of Common Stock issuable upon the conversion of 11,238 shares of Series C Preferred Stock held by Venrock Healthcare Capital Partners III, L.P. ("VHCP III") and (iii) 1,125,000 shares of Common Stock issuable upon the conversion of 1,125 shares of Series C Preferred Stock held by VHCP Co-Investment Holdings III, LLC ("VHCP III Co"). VHCP Management III, LLC ("VHCPM") is the sole general partner of VHCP III and the sole manager of VHCP III Co. VHCP Management EG, LLC ("VHCPM EG") is the sole general partner of VHCP EG. Dr. Bong Koh and Nimish Shah are the voting members of VHCPM and VHCPM EG. The address of each of these persons and entities is 7 Bryant Park, 23rd Floor, New York, NY 10018. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of VHCP EG, VHCP III and VHCP III Co are subject to a Beneficial Ownership Limitation of 9.99%.

(9) Consists of (i) 15,131,000 shares of Common Stock issuable upon the conversion of 15,131 shares of Series C Preferred Stock held by Wellington Biomedical Innovation Master Investors (Cayman) II, L.P. ("Wellington Biomedical Fund") and (ii) 540,000 shares of Common Stock issuable upon the conversion of 540 shares of Series C Preferred Stock held by Wellington Private Investments Opportunities SPV 10, LLC ("WPIO" and, together with Wellington Biomedical Fund, the "Wellington Selling Stockholders"). Wellington Management Company LLP ("WMC") has the power to vote and dispose of the securities pursuant to WMC's capacity as investment advisor on behalf of each of the Wellington Selling Stockholders. Wellington Biomedical Innovation II GP L.P. is the general partner of Wellington Biomedical Fund. Wellington Alternative Investments LLC ("WAI") is the Manager of WPIO and Wellington Management Investment, Inc. is the Managing Member of WAI. WMC is a subsidiary of Wellington Management Group LLP ("WMG"). WMG is a Massachusetts limited liability partnership, privately held by 181 partners (as of July 1, 2025). There are no external entities with any ownership interest in the firm. No single partner owns or has the right to vote more than 5% of WMC's capital. Additional information about WMC is available in its Form ADV filed with the SEC. The address of the Wellington entities is 280 Congress Street, Boston, MA 02210. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of the Wellington Selling Stockholders are subject to a Beneficial Ownership Limitation of 19.99%.

(10) Consists of (i) 11,426,000 shares of Common Stock issuable upon the conversion of 11,426 shares of Series C Preferred Stock held by Janus Henderson Biotech Innovation Master Fund Limited ("Janus Master Fund") and (ii) 2,504,000 shares of Common Stock issuable upon the conversion of 2,504 shares of Series C Preferred Stock held by Janus Henderson Biotech Innovation Master Fund II Limited ("Janus Master Fund II" and, together with Janus Master Fund, the "Janus Funds"). Such shares may be deemed to be beneficially owned by Janus Henderson Investors US LLC ("Janus"), an investment adviser registered under the Investment Advisers Act of 1940, as amended, who acts as investment adviser for each of the Janus Funds and has the ability to make decisions with respect to the voting and disposition of the shares subject to the oversight of the board of directors of each of the Janus Funds. Under the terms of its management contract with each of the Janus Funds, Janus has overall responsibility for directing the investments of the Janus Funds in accordance with the investment objective, policies, and limitations. Each of the Janus Funds has one or more portfolio managers appointed by and serving at the pleasure of Janus who make decisions with respect to the disposition of the shares. The portfolio managers for the Janus Funds are Andrew Acker, Daniel S. Lyons, and Agustin Mohedas. The business address of each of the aforementioned parties is c/o Janus Henderson Investors US LLC, 151 Detroit Street, Denver, CO 80206. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of the Janus Funds are subject to a Beneficial Ownership Limitation of 19.99%.

(11) Consists of 12,189,000 shares of Common Stock issuable upon the conversion of 12,189 shares of Series C Preferred Stock held by AI Biotechnology LLC. Access Industries Holdings LLC ("AIH") directly controls all of the outstanding voting interest in AI Biotechnology LLC. Access Industries Management, LLC ("AIM") controls AIH. Len Blavatnik controls AIM and holds a majority of the outstanding voting interests in AIH. Each of Len Blavatnik, AIM and AIH may be deemed to have voting and investment power over the shares held by AI Biotechnology LLC and disclaims beneficial ownership of such shares. The address of each of AI Biotechnology LLC, AIM, AIH and Len Blavatnik is c/o Access Industries, Inc., 40 West 57th Street, 28th Floor, New York, NY 10019. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by AI Biotechnology LLC are subject to a Beneficial Ownership Limitation of 4.99%.

(12) Consists of 10,447,000 shares of Common Stock issuable upon the conversion of 10,447 shares of Series C Preferred Stock held by Biotech Growth N.V. Biotech Growth N.V. is a wholly owned subsidiary of BB Biotech AG, a publicly held investment company, the shares of which are traded on the Swiss and German stock exchanges. The address of the principal business and principal office of each of the entities referenced in this footnote is Ara Hill Top Building, Unit A-5, Pletterijweg Oost 1, Willemstad, Curaçao, Dutch Caribbean. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Biotech Growth N.V. are subject to a Beneficial Ownership Limitation of 9.99%.

(13) Consists of 8,706,000 shares of Common Stock issuable upon the conversion of 8,706 shares of Series C Preferred Stock held by TCG Crossover Fund III, L.P. ("TCGX III"). TCG Crossover GP III, LLC ("TCGX III GP") is the general partner of TCGX III and may be deemed to have voting, investment, and dispositive power with respect to the securities held by TCGX III. Chen Yu is the sole managing member of TCGX III GP and may be deemed to share voting, investment and dispositive power with respect to these securities. Each of TCGX III GP and Chen Yu disclaims beneficial ownership of these securities, except to the extent of their respective pecuniary interest in such securities. The principal business address for TCGX III, TCGX III GP and Chen Yu is c/o TCG Crossover Management, LLC, 245 Lytton Ave., Suite 350, Palo Alto, CA 94301. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by TCGX III are subject to a Beneficial Ownership Limitation of 9.99%.

(14) Consists of (i) 5,005,000 shares of Common Stock issuable upon the conversion of 5,005 shares of Series C Preferred Stock held by Deep Track Biotechnology Master Fund, Ltd., a Cayman Islands exempted company ("Deep Track Master Fund"), and (ii) 1,959,000 shares of Common Stock issuable upon the conversion of 1,959 shares of Series C Preferred Stock held by Deep Track Special Opportunities Fund, LP, a Delaware limited partnership ("Deep Track Special Opportunities" and, together with Deep Track Master Fund, the "Deep Track Funds"). Deep Track Capital GP, LLC ("General Partner"), a Delaware limited liability company, is the general partner of Deep Track Capital, LP ("Deep Track Capital"), a Delaware limited partnership. Deep Track Capital serves as investment manager to each of the Deep Track Funds and, in such capacity, may be deemed to have sole power to vote and to dispose of all shares held by the Deep Track Funds. David Kroin, as the managing member of the General Partner, may be deemed to have voting and investment power over the shares beneficially owned by Deep Track Capital. Each of Deep Track Capital and David Kroin disclaims beneficial ownership of such shares except to the extent of any pecuniary interest therein. The address of the entities and individuals listed is c/o Deep Track Capital, LP, 200 Greenwich Avenue, Greenwich, CT 06830. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of the Deep Track Funds are subject to a Beneficial Ownership Limitation of 9.99%.

(15) Consists of 5,496,000 shares of Common Stock issuable upon the conversion of 5,496 shares of Series C Preferred Stock held by Spruce Street Aggregator L.P. (the "Spruce Street Fund"). Blackstone Alternative Asset Management Associates LLC is the general partner of the Spruce Street Fund. Blackstone Holdings II L.P. is the sole member of Blackstone Alternative Asset Management Associates LLC. Blackstone Holdings I/II GP L.L.C. is the general partner of Blackstone Holdings II L.P. Blackstone Inc. is the sole member of Blackstone Holdings I/II GP L.L.C. Blackstone Group Management L.L.C. is the sole holder of the Series II preferred stock of Blackstone Inc. Blackstone Group Management L.L.C. is wholly owned by its senior managing directors and controlled by its founder, Stephen A. Schwarzman. Each of such Blackstone entities and Mr. Schwarzman may be deemed to beneficially own the securities beneficially owned by the Spruce Street Fund directly or indirectly controlled by it or him, but each (other than the Spruce Street Fund to the extent of its direct holdings) disclaims beneficial ownership of such securities. The Spruce Street Fund is an affiliate of a broker-dealer. The Spruce Street Fund has certified that it purchased the securities in the ordinary course of business and that, at the time of such purchase, it had no agreements or understandings, directly or indirectly, with any person to distribute such securities. The address of each of the entities listed is c/o Blackstone Inc., 345 Park Avenue, New York, NY 10154. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by the Spruce Street Fund are subject to a Beneficial Ownership Limitation of 4.99%.

(16) Consists of 4,875,000 shares of Common Stock issuable upon the conversion of 4,875 shares of Series C Preferred Stock held by Perceptive Life Sciences Master Fund, Ltd. ("Perceptive Fund"). Perceptive Advisors LLC ("Perceptive Advisors") is the investment advisor of Perceptive Fund and may be deemed to have beneficial ownership of the shares beneficially owned thereby. Joseph Edelman is the controlling person of Perceptive Advisors and, accordingly, may be deemed to have beneficial ownership of the shares beneficially owned by each of Perceptive Fund and Perceptive Advisors. Perceptive Advisors, Perceptive Fund and Mr. Edelman disclaim beneficial ownership of all such shares except to the extent of his or its pecuniary interest therein. The address of Perceptive Fund is c/o Perceptive Advisors LLC, 51 Astor Place, 10th Floor, New York, NY 10003. The shares of Common Stock issuable upon conversion of the shares of

Series C Preferred Stock held by Perceptive Fund are subject to a Beneficial Ownership Limitation of 9.99%.

(17) Consists of (i) 4,779,000 shares of Common Stock issuable upon the conversion of 4,779 shares of Series C Preferred Stock held by SILV Fund, Ltd. ("SILV Fund") and (ii) 96,000 shares of Common Stock issuable upon the conversion of 96 shares of Series C Preferred Stock held by Manatee Access Fund LP ("Manatee"). Sirenia Capital Management LP ("Sirenia") serves as the investment manager to SILV Fund and Manatee and, as a result, maintains voting and investment power with respect to the securities held by SILV Fund and Manatee. Sirenia Capital Management GP LLC ("Sirenia GP") is the general partner of Sirenia. Alex Silverstein is the managing member of Sirenia GP. Each of SILV Fund, Manatee, Sirenia GP and Mr. Silverstein disclaims beneficial ownership of such securities. The business address for the individual and entities referenced in this footnote is c/o Sirenia Capital Management LP, 1674 Meridian Avenue, Suite 320, Miami Beach, FL 33139. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of SILV Fund and Manatee are subject to a Beneficial Ownership Limitation of 9.99%.

(18) Consists of 4,501,000 shares of Common Stock issuable upon the conversion of 4,501 shares of Series C Preferred Stock held by CDK Associates, L.L.C. ("CDK"). Bruce Kovner has voting and/or dispositive power over the holdings of CDK. The address of CDK is c/o CAM Capital, 731 Alexander Road, Bldg 2, Suite 500, Princeton, NJ 08540. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by CDK are subject to a Beneficial Ownership Limitation of 4.99%.

(19) Consists of (i) 2,404,000 shares of Common Stock issuable upon the conversion of 2,404 shares of Series C Preferred Stock held by ADAR1 Partners, LP ("ADAR1") and (ii) 381,000 shares of Common Stock issuable upon the conversion of 381 shares of Series C Preferred Stock held by Spearhead Insurance Solutions IDF, LLC – Series ADAR1 ("Spearhead"). ADAR1 Capital Management, LLC acts as an investment adviser to ADAR1, acts as sub-advisor to Spearhead, and manages investment and trading accounts of ADAR1 and Spearhead. ADAR1 Capital Management GP, LLC ("ADAR1 General Partner") acts as the general partner of ADAR1. ADAR1 Capital Management, LLC may be deemed to indirectly beneficially own securities held by ADAR1 and Spearhead, and ADAR1 General Partner may be deemed to indirectly beneficially own securities held by ADAR1. Mr. Daniel Schneeberger is the Manager of ADAR1 Capital Management, LLC and ADAR1 General Partner. Mr. Schneeberger may be deemed to indirectly beneficially own securities held by ADAR1 and Spearhead. Mr. Schneeberger disclaims beneficial ownership of such securities, except to the extent of his pecuniary interest therein. The address of ADAR1 Capital Management, LLC is 3503 Wild Cherry Drive, Building 9, Austin, Texas 78738, and the address of Spearhead is 169 Madison Ave, STE 30419, New York, NY 10016. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by ADAR1 are subject to a Beneficial Ownership Limitation of 4.99%, and the shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Spearhead are subject to a Beneficial Ownership Limitation of 4.99%.

(20) Consists of 2,786,000 shares of Common Stock issuable upon the conversion of 2,786 shares of Series C Preferred Stock held by Trails Edge Biotechnology Master Fund, LP ("Trails Edge Biotechnology"). Trails Edge Capital Partners, LP ("Trails Edge Capital"), as the investment manager to Trails Edge Biotechnology, may be deemed to beneficially own these securities. Ortav Yehudai, as the Chief Investment Officer of Trails Edge Capital, exercises voting and investment discretion with respect to these securities and as such may be deemed to beneficially own such securities. The address of these funds and persons is 3445 Peachtree Road NE, Suite 900, Atlanta, GA 30326. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Trails Edge Biotechnology are subject to a Beneficial Ownership Limitation of 9.99%.

(21) Consists of 696,000 shares of Common Stock issuable upon the conversion of 696 shares of Series C Preferred Stock held by Woodline Master Fund LP ("Woodline"). Woodline Partners LP serves as the investment manager of Woodline and may be deemed to be the beneficial owner of the shares. Woodline Partners LP disclaims any beneficial ownership of these shares. The address of Woodline is Four Embarcadero Center, Suite 3450, San Francisco, CA 94111. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Woodline are subject to a Beneficial Ownership Limitation of 4.99%.

(22) Consists of (i) 251,000 shares of Common Stock issuable upon the conversion of 251 shares of Series C Preferred Stock held by Riverview Omni Master Fund LP, (ii) 188,000 shares of Common Stock issuable upon the conversion of 188 shares of Series C Preferred Stock held by CM Sub-Advised Fund 2 Ltd, (iii) 8,000 shares of Common Stock issuable upon the conversion of 8 shares of Series C Preferred Stock held by Seven Grand Master Fund LP, (iv) 76,000 shares of Common Stock issuable upon the conversion of 76 shares of Series C Preferred Stock held by SummitTX Master, SPC – SummitTX Apex SP, (v) 63,000 shares of Common Stock issuable upon the conversion of 63 shares of Series C Preferred Stock held by SummitTX Master, SPC – SummitTX Alpha SP and (vi) 108,000 shares of Common Stock issuable upon the conversion of 108 shares of Series C Preferred Stock held by SummitTX Pinnacle Master, L.P. (collectively, the "Seven Grand Selling Stockholders"). Seven Grand Managers, LLC is the investment manager of each of the Seven Grand Selling Stockholders. Chris Fahy may be deemed to have investment discretion and voting power over the Common Stock held by the Seven Grand Selling Stockholders. The address of each entity listed in this footnote is 81 Pondfield Road, Suite C302, Bronxville, NY 10708, except that the address of SummitTX Master, SPC – SummitTX Apex SP, SummitTX Master, SPC – SummitTX Alpha SP and SummitTX Pinnacle Master, L.P. is c/o SummitTX Capital, LP, 201 Main Street, Suite 1900, Fort Worth, TX 76102. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of the Seven Grand Selling Stockholders are subject to a Beneficial Ownership Limitation of 9.99%.

(23) Consists of 450,000 shares of Common Stock issuable upon the conversion of 450 shares of Series C Preferred Stock held by Third Street Holdings LLC ("Third Street"). Peter P. D'Angelo has voting and/or dispositive power over the holdings of Third Street. The address of Third Street is c/o Pelican Management, LLC, 731 Alexander Road, Bldg 2, Suite 500, Princeton, NJ 08540. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Third Street are subject to a Beneficial Ownership Limitation of 4.99%.

(24) Consists of 348,000 shares of Common Stock issuable upon the conversion of 348 shares of Series C Preferred Stock held by Wedbush Healthcare Partners 2026 Fund, LLC. Benjamin Davey, Gary Wedbush and Burke Dempsey may be deemed to have voting and dispositive power with respect to the securities held by Wedbush Healthcare Partners 2026 Fund, LLC. Wedbush Healthcare Partners 2026 Fund, LLC is an affiliate of Wedbush Securities Inc., a registered broker-dealer that acted as a placement agent in the PIPE and as strategic financial advisor to Velaris in connection with the Asset Acquisition. Wedbush Healthcare Partners 2026 Fund, LLC has certified that it purchased the securities in the ordinary course of business and that, at the time of such purchase, it had no agreements or understandings, directly or indirectly, with any person to distribute such securities. The address for Wedbush Healthcare Partners 2026 Fund, LLC is Four Embarcadero Center, Suite 2610, San Francisco, CA 94111. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Wedbush Healthcare Partners 2026 Fund, LLC are subject to a Beneficial Ownership Limitation of 9.99%.

(25) Consists of (i) 2,194,000 shares of Common Stock issuable upon the conversion of 2,194 shares of Series C Preferred Stock held by Michael Henderson, which Dr. Henderson received in the Asset Acquisition, and (ii) 696,000 shares of Common Stock issuable upon the conversion of 696 shares of Series C Preferred Stock held by the Henderson Family Trust, which purchased such shares in the PIPE and of which Dr. Henderson is trustee. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Dr. Henderson and the Henderson Family Trust are subject to a Beneficial Ownership Limitation of 9.99%.

(26) Consists of (i) 366,000 shares of Common Stock issuable upon the conversion of 366 shares of Series C Preferred Stock held by Dan Mulreany, which Mr. Mulreany received in the Asset Acquisition, and (ii) 696,000 shares of Common Stock issuable upon the conversion of 696 shares of Series C Preferred Stock purchased by Mr. Mulreany in the PIPE. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Mr. Mulreany are subject to a Beneficial Ownership Limitation of 4.99%.

(27) Consists of (i) 732,000 shares of Common Stock issuable upon the conversion of 732 shares of Series C Preferred Stock held by Carl Dambkowski, which Dr. Dambkowski received in the Asset Acquisition, and (ii) 348,000 shares of Common Stock issuable upon the conversion of 348 shares of Series C Preferred

Stock held by The Carl Linden Dambkowski and Elisa Louise Radice Revocable Trust, which purchased such shares in the PIPE and of which Dr. Dambkowski is a trustee. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by Dr. Dambkowski and such trust are subject to a Beneficial Ownership Limitation of 9.99%.

(28) Consists of shares of Common Stock issuable upon the conversion of shares of Series C Preferred Stock received by the holder in the Asset Acquisition in respect of Velaris restricted stock, which remains subject to time-based vesting. The shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock held by each of these holders are subject to a Beneficial Ownership Limitation of 4.99%.

Relationship with the Selling Stockholders

In addition to the Securities Purchase Agreement, on October 14, 2026, in connection with the PIPE, we entered into a registration rights agreement (the "RRA") with the Investors. Peter Harwin serves on our board of directors. Wedbush PacGrow served as lead financial advisor to Velaris with respect to the Asset Acquisition. We consider Paragon L.P., Palaris and Fairmount to be related parties. See the section titled "*Prospectus Summary—Our Relationship with Fairmount and Paragon*" for more information.

Registration Rights Agreement

Pursuant to the terms of our RRA, we agreed to prepare and file with the SEC a registration statement that permits the resale or other disposition of the shares of Common Stock issued in the PIPE and the shares of Common Stock issuable upon conversion of the Series C Preferred Stock to the Investors pursuant to the Securities Purchase Agreement and, subject to certain exceptions, use commercially reasonable efforts to keep the registration statement of which this prospectus forms a part effective under the Securities Act for so long as such securities registered for resale thereunder retain their character as Registrable Securities (as defined in the RRA). We are filing this prospectus to satisfy our obligations under the RRA, as well as register for resale or other disposition the other Selling Stockholders' shares of Common Stock issued upon conversion of the Series B Preferred Stock and Series C Preferred Stock issued to such Selling Stockholders pursuant to the Acquisition Agreement.

We have also agreed, among other things, to indemnify the Investors and each of their respective officers, directors, members, employees, partners, managers, stockholders, affiliates, investment advisors and agents, each person who controls any such Investor and the officers, directors, members, employees, partners, managers, stockholders, affiliates, investment advisors and agents of each such controlling person from certain liabilities and pay all fees and expenses (excluding any legal fees of the selling holder(s), and any underwriting discounts and selling commissions) incident to our obligations under the RRA.

PLAN OF DISTRIBUTION

We are registering the Resale Shares issued to the Selling Stockholders to permit the sale, transfer or other disposition of these shares by the Selling Stockholders or their donees, pledgees, transferees or other successors-in-interest of Common Stock or interests in shares of Common Stock received after the date of this prospectus from a Selling Stockholder as a gift, pledge, partnership distribution or other transfer. We will, or will procure to, bear all fees and expenses incident to our obligation to register the Resale Shares.

The Selling Stockholders may sell all or a portion of the Resale Shares beneficially owned by them and offered hereby from time to time, and in the case of the Private Placement Conversion Shares and Merger Conversion Shares, may only be offered after such shares are converted to Common Stock pursuant to the terms of the Series B Certificate of Designation and Series C Certificate of Designation, as applicable, directly or through one or more underwriters, broker-dealers or agents. The Resale Shares may be sold 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. These sales may be effected in transactions, which may involve crosses or block transactions. 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 connection with the sale of 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 Common Stock in the course of hedging the positions they assume. The Selling Stockholders may also sell shares of Common Stock short and deliver these securities to close out their short positions, or loan or pledge

shares of 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 shares of 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 ("Rule 144"), 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 shares of 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.

Pursuant to the RRA, we have agreed to indemnify the Investors against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

Pursuant to the RRA, we have agreed with the Investors 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 Investors shall have resold or otherwise disposed of all the shares covered by this prospectus and (ii) the date on which the shares covered by this prospectus no longer constitute "Registrable Securities" as such term is defined in the RRA, such that they may be resold by the Investors without registration and without regard to any volume or manner-of-sale limitations and without current public information pursuant to Rule 144 or any other rule of similar effect.

There can be no assurance that any Selling Stockholder will sell any or all of the Resale Shares registered pursuant to the registration statement of which this prospectus forms a part.

DESCRIPTION OF CAPITAL STOCK

Our authorized capital stock consists of 50,000,000 shares of Common Stock, par value $0.001 per share, and 30,000,000 shares of preferred stock, par value $0.001 per share, of which 1,000 shares have been designated as Series A-1 Convertible Preferred Stock, 1,000 shares have been designated as Series A-2 Convertible Preferred Stock, 105,286 shares have been designated as Series B Preferred Stock and 276,117 shares have been designated as Series C Preferred Stock.

Common Stock

Holders of Common Stock are entitled to one vote for each share of Common Stock held of record for the election of directors and on all matters submitted to a vote of stockholders. Except as described under "*Anti-takeover Effects of Delaware Law and Provisions of our Certificate of Incorporation and Bylaws*" below, a majority vote of the holders of Common Stock is generally required to take action under our amended and restated certificate of incorporation, as amended (the "Certificate of Incorporation"), and amended and restated by-laws, as amended (the "Bylaws"). Holders of Common Stock are entitled to receive dividends ratably, if any, as may be declared by our board of directors out of legally available funds, subject to any preferential dividend rights of any preferred stock then outstanding. Upon our dissolution, liquidation or winding up, holders of Common Stock are entitled to share ratably in our net assets legally available after the payment of all our debts and other liabilities, subject to the preferential rights of any preferred stock then outstanding. Holders of Common Stock have no preemptive, subscription, redemption or conversion rights and no sinking fund provisions are applicable to Common Stock. The rights, preferences and privileges of holders of Common Stock are subject to, and may be adversely affected by, the rights of the holders of shares of any series of preferred stock that we have designated or may designate and issue in the future.

As of November 12, 2026, 4,208,359 shares of Common Stock were outstanding and held by 133 holders of record.

Preferred Stock

Our board of directors has the authority, without action by the stockholders, to designate and issue up to an aggregate of 30,000,000 shares of preferred stock in one or more series. Our board of directors can designate the rights, preferences and privileges of the shares of each series and any of its qualifications, limitations or restrictions. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of Common Stock. The issuance of preferred stock, while providing flexibility in connection with possible future financings and acquisitions and other corporate purposes could, under certain circumstances, have the effect of restricting dividends on Common Stock, diluting the voting power of Common Stock, impairing the liquidation rights of Common Stock, or delaying, deferring or preventing a change in control of us, which might harm the market price of our Common Stock. See also *"—Anti-Takeover Effects of Delaware Law and Provisions of Our Certificate of Incorporation and Bylaws—Provisions of our Certificate of Incorporation and Bylaws—Undesignated preferred stock*" below.

Our board of directors will make any determination to issue such shares of preferred stock based on its judgment as to our best interests and the best interests of our stockholders.

Series A-1 Preferred Stock and Series A-2 Preferred Stock

As of November 12, 2026, our board of directors had authorized the issuance of up to 1,000 shares of Series A-1 Convertible Preferred Stock (the "Series A-1 Preferred Stock") and 1,000 shares of Series A-2 Convertible Preferred Stock (the "Series A-2 Preferred Stock"), of which 500 shares and 850 shares, respectively, were issued and outstanding.

Share Repurchase and Voting Agreement

Concurrently with the execution of the Acquisition Agreement, we entered into a Share Repurchase and Voting Agreement (the "Repurchase Agreement") with the holders of all of our outstanding Series A-1 Convertible Preferred Stock and Series A-2 Convertible Preferred Stock (together, the "Existing Series A Preferred Stock"). Pursuant to the Repurchase Agreement, among other things, (i) such holders agreed to convert their shares of Existing Series A Preferred Stock into shares of Common Stock prior to the record date for the stockholders' meeting for the Stockholder Approval, to the extent permitted by the beneficial ownership limitations applicable thereto, (ii) such holders agreed to vote all of their shares of the Company's capital stock in favor of the Conversion Approval and Authorized Share Increase, and (iii) following the Conversion Approval, we will repurchase all such shares of Common Stock and any remaining shares of Existing Series A Preferred Stock for an aggregate cash amount equal to the liquidation value of the Existing Series A Preferred Stock plus accrued dividends thereon (approximately $1.6 million if stockholder approval is obtained prior to February 2027). Such holders also consented to the Asset Acquisition and the related transactions and waived certain rights under the certificates of designation of the Existing Series A Preferred Stock. The Repurchase Agreement was approved by a committee of disinterested directors of the Board.

Series B Preferred Stock

As of November 12, 2026, our board of directors had authorized the issuance of up to 105,286 shares of Series B Preferred Stock, of which 105,286 shares were issued and outstanding. The terms of the Series B Preferred Stock are as set forth in the Series B Certificate of Designation, attached as Exhibit 3.1 to our Current Report on Form 8-K filed with the SEC on October 13, 2026. Holders of Series B Preferred Stock are entitled to receive dividends on shares of Series B Preferred Stock equal to, on an as-if-converted-to-common stock basis, and in the same form as dividends actually paid on shares of Common Stock. Except as provided in the Series B Certificate of Designation or as otherwise required by law, the Series B Preferred Stock does not have voting rights. However, as long as any shares of Series B Preferred Stock are outstanding, we will not, without the affirmative vote of the holders of a majority of the then outstanding shares of the Series B Preferred Stock: (a) alter or change adversely the powers, preferences or rights given to the Series B Preferred Stock, or alter or amend the Series B Certificate of Designation, amend or repeal any provision of, or add any provision to, the Certificate of Incorporation or Bylaws, or file any articles of amendment, certificate of designations, preferences, limitations and relative rights of any series of Preferred Stock, if such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series B Preferred Stock, regardless of whether any of the foregoing actions will be by means of amendment to the Certificate of Incorporation or by merger, consolidation, recapitalization, reclassification, conversion or otherwise, (b) issue further shares of Series B Preferred Stock or increase or decrease (other than by conversion) the number of authorized shares of Series B Preferred Stock, (c) at any time while at least 30% of the originally issued Series B Preferred Stock remains issued and outstanding, (i) consummate (x) any Fundamental Transaction (as defined in the Series B Certificate of Designation) or (y) any merger or consolidation of the Company with or into another entity or any stock sale to, or other business combination in which the stockholders of the Company immediately before such transaction do not hold at least a majority of the capital stock of the Company immediately after such transaction, (ii) increase the size of the board of directors of the Company, (iii) adopt, amend or repeal any written delegation of authority policy, corporate authority matrix or similar document, framework or schedule unless such adoption, amendment or repeal has been approved by the unanimous vote of the board of directors of the Company, (iv) retain or replace the Company's registered independent public accounting firm, independent compensation consultant or corporate counsel, or (d) enter into any agreement with respect to any of the foregoing. The Series B Preferred Stock does not have a preference upon any liquidation, dissolution or winding-up of the Company.

Following the Conversion Approval, each share of Series B Preferred Stock may, at the option of the holder, be converted into 1,000 shares of Common Stock, subject to certain limitations, including that a holder of Series B Preferred Stock is prohibited from converting shares of Series B Preferred Stock into shares of Common Stock if,

as a result of such conversion, such holder, together with its affiliates, would beneficially own more than a specified percentage (established by the holder between 0% and 19.99%) of the total number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion. In addition, from and after the Conversion Approval, for so long as at least 30% of the originally issued Series B Preferred Stock remains outstanding, the holders of the Series B Preferred Stock, voting as a separate class, are entitled to elect two directors.

Series C Preferred Stock

As of November 12, 2026, our board of directors had authorized the issuance of up to 276,117 shares of Series C Preferred Stock, of which 276,117 shares were issued and outstanding. The terms of the Series C Preferred Stock are as set forth in the Series C Certificate of Designation, attached as Exhibit 3.2 to our Current Report on Form 8-K filed with the SEC on October 13, 2026. Holders of Series C Preferred Stock are entitled to receive dividends on shares of Series C Preferred Stock equal to, on an as-if-converted-to-common stock basis, and in the same form as dividends actually paid on shares of Common Stock. Except as provided in the Series C Certificate of Designation or as otherwise required by law, the Series C Preferred Stock does not have voting rights. However, as long as any shares of Series C Preferred Stock are outstanding, we will not, without the affirmative vote of the holders of a majority of the then outstanding shares of the Series C Preferred Stock: (a) alter or change adversely the powers, preferences or rights given to the Series C Preferred Stock, or alter or amend the Series C Certificate of Designation, amend or repeal any provision of, or add any provision to, the Certificate of Incorporation or Bylaws, or file any articles of amendment, certificate of designations, preferences, limitations and relative rights of any series of Preferred Stock, if such action would adversely alter or change the preferences, rights, privileges or powers of, or restrictions provided for the benefit of the Series C Preferred Stock, regardless of whether any of the foregoing actions will be by means of amendment to the Certificate of Incorporation or by merger, consolidation, recapitalization, reclassification, conversion or otherwise, (b) issue further shares of Series C Preferred Stock or increase or decrease (other than by conversion) the number of authorized shares of Series C Preferred Stock, or (c) enter into any agreement with respect to any of the foregoing. The Series C Preferred Stock does not have a preference upon any liquidation, dissolution or winding-up of the Company.

On the third business day following the Conversion Approval, each share of Series C Preferred Stock will automatically convert into 1,000 shares of Common Stock, subject to certain limitations, including that a holder of Series C Preferred Stock is prohibited from converting shares of Series C Preferred Stock into shares of Common Stock if, as a result of such conversion, such holder, together with its affiliates, would beneficially own more than a specified percentage (established by the holder between 0% and 19.99%) of the total number of shares of Common Stock issued and outstanding immediately after giving effect to such conversion.

We have no current plan to issue any additional shares of preferred stock.

Registration Rights

Certain of the holders of our Common Stock, Series B Preferred Stock and Series C Preferred Stock are entitled to certain rights with respect to the registration of such securities as further provided under the heading "*Selling Stockholders—Registration Rights Agreement*."

Anti-Takeover Effects of Delaware Law and Provisions of Our Amended and Restated Certificate of Incorporation and Bylaws

Certain provisions of the DGCL, and of our Certificate of Incorporation could have the effect of delaying, deferring or discouraging another party from acquiring control of us. These provisions, which are summarized below, are expected to discourage certain types of coercive takeover practices and inadequate takeover bids and, as a consequence, they might also inhibit temporary fluctuations in the market price of our Common Stock that often result from actual or rumored hostile takeover attempts. These provisions are also designed in part to encourage anyone seeking to acquire control of us to first negotiate with our board of directors. These provisions might also have the effect of preventing changes in our board of directors or management. It is possible that these provisions

could make it more difficult to accomplish transactions that stockholders might otherwise deem to be in their best interests. However, we believe that the advantages gained by protecting our ability to negotiate with any unsolicited and potentially unfriendly acquirer outweigh the disadvantages of discouraging such proposals, including those priced above the then-current market value of our Common Stock, because, among other reasons, the negotiation of such proposals could improve their terms.

Delaware takeover statute

We are subject to the provisions of Section 203 of the DGCL ("Section 203"). In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with an "interested stockholder" for a three-year period following the time that this stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless it satisfies one of the following conditions:

- before the stockholder became interested, our board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became interested, the business combination was approved by our board of directors and authorized at an annual or special meeting of the stockholders by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

Section 203 defines a business combination to include:

- any merger or consolidation involving the corporation and the interested stockholder;
- any sale, transfer, lease, pledge, exchange, mortgage or other disposition involving the interested stockholder of 10% or more of the assets of the corporation;
- subject to exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;
- subject to exceptions, any transaction involving the corporation that has the effect of increasing the proportionate share of the stock of any class or series of the corporation beneficially owned by the interested stockholder; or
- the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 defines an interested stockholder as any entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by the entity or person.

Provisions of our Certificate of Incorporation and Bylaws

Our Certificate of Incorporation and Bylaws include a number of provisions that may have the effect of delaying, deferring or discouraging another party from acquiring control of us and encouraging persons considering unsolicited tender offers or other unilateral takeover proposals to negotiate with our board of directors rather than pursue non-negotiated takeover attempts. These provisions include the items described below.

- ***Board composition and filling vacancies.*** Our Bylaws provide that the number of directors is fixed from time to time by resolution of our board of directors. Our directors are elected annually to hold

office until the next annual meeting of stockholders and until their successors are elected and qualified. Any vacancy on our board of directors, including a vacancy resulting from an increase in the size of our board, may be filled by the affirmative vote of a majority of our directors then in office, even if less than a quorum, or by our stockholders.

- ***Meetings of stockholders.*** Our Bylaws provide that only our board of directors may call special meetings of stockholders and only those matters set forth in the notice of the special meeting may be considered or acted upon at a special meeting of stockholders. Our Bylaws limit the business that may be conducted at an annual meeting of stockholders to those matters properly brought before the meeting.
- ***Advance notice requirements.*** Our Bylaws establish advance notice procedures with regard to stockholder proposals relating to the nomination of candidates for election as directors or new business to be brought before meetings of our stockholders. These procedures provide that notice of stockholder proposals must be timely given in writing to our corporate secretary prior to the meeting at which the action is to be taken. Generally, to be timely, notice must be received at our principal executive offices not less than 90 days or more than 120 days prior to the first anniversary date of the annual meeting for the preceding year. The notice must contain certain information specified in our Bylaws.
- ***Amendment to Certificate of Incorporation and Bylaws.*** As required by the DGCL, any amendment of our Certificate of Incorporation must first be approved by a majority of our board of directors, and if required by law or our Certificate of Incorporation, must thereafter be approved by a majority of the outstanding shares entitled to vote on the amendment, and a majority of the outstanding shares of each class entitled to vote thereon as a class. Our Bylaws may be amended by our board of directors or by the affirmative vote of the holders of a majority of the outstanding shares entitled to vote on the matter.
- ***Undesignated preferred stock.*** Our Certificate of Incorporation provides for 30,000,000 authorized shares of preferred stock, of which 383,403 shares have been designated as Series A-1 Preferred Stock, Series A-2 Preferred Stock, Series B Preferred Stock and Series C Preferred Stock. The existence of authorized but unissued shares of preferred stock may enable our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest or otherwise. For example, if in the due exercise of its fiduciary obligations, our board of directors were to determine that a takeover proposal is not in the best interests of us or our stockholders, our board of directors could cause shares of preferred stock to be issued without stockholder approval in one or more private offerings or other transactions that might dilute the voting or other rights of the proposed acquirer or insurgent stockholder or stockholder group. In this regard, our Certificate of Incorporation grants our board of directors broad power to establish the rights and preferences of authorized and unissued shares of preferred stock. The issuance of shares of preferred stock could decrease the amount of earnings and assets available for distribution to holders of shares of Common Stock. The issuance may also adversely affect the rights and powers, including voting rights, of these holders and may have the effect of delaying, deterring or preventing a change in control of us.
- ***Exclusive forum.*** Our Bylaws provide that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if the Court of Chancery lacks subject matter jurisdiction, another state court located within the State of Delaware or, if all such state courts lack subject matter jurisdiction, the federal district court for the District of Delaware) shall be the sole and exclusive forum for: (i) any derivative claim or cause of action brought on our behalf, (ii) any claim or cause of action for breach of a fiduciary duty owed by any of our current or former directors, officers or other employees to us or our stockholders, (iii) any claim or cause of action against us or any of our current or former directors, officers or other employees arising out of or pursuant to any provision of the DGCL or our Certificate of Incorporation or Bylaws, (iv) any claim or cause of action seeking to interpret, apply, enforce or determine the validity of our Certificate of Incorporation or Bylaws, (v) any claim or cause of action as to which the DGCL confers jurisdiction on the Court of Chancery, or (vi) any claim or cause of action against us or any of our current or former

directors, officers or other employees governed by the internal affairs doctrine. This exclusive forum provision will not apply to any causes of action arising under the Securities Act or the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction. Our Bylaws further provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States shall be the exclusive forum for resolving any complaint asserting a cause of action arising under the Securities Act. Although our Bylaws contain the choice of forum provisions described above, it is possible that a court could rule that such provisions are inapplicable for a particular claim or action or that such provisions are unenforceable.

Transfer Agent and Registrar

The transfer agent and registrar for our Common Stock is Equiniti Trust Company, LLC. The transfer agent's address is 1110 Center Pointe Curve, Suite 101, Mendota Heights, MN 55120, and its telephone number is (929) 502-2760.

Exchange Listing

Our Common Stock is listed on the Nasdaq Capital Market under the symbol "TCRT."

LEGAL MATTERS

Certain legal matters, including the legality of the securities offered, will be passed upon for us by Gibson, Dunn & Crutcher LLP, San Francisco, California. Additional legal matters may be passed upon for us or any underwriters, dealers or agents, by counsel that we will name in the applicable prospectus supplement.

EXPERTS

The consolidated financial statements of Alaunos Therapeutics, Inc. appearing in Alaunos Therapeutics, Inc.'s Annual Report (Form 10-K) for the year ended December 31, 2025, have been audited by Cherry Bekaert LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

WHERE YOU CAN FIND MORE INFORMATION

We are subject to the informational requirements of the Exchange Act and are required to file annual, quarterly and other reports, proxy statements and other information with the SEC. The SEC maintains an Internet site (*http://www.sec.gov*) that contains reports, proxy and information statements, and various other information about us.

Information about us is also available at our website at *https://www.alaunos.com*. However, the information on our website is not a part of this prospectus and is not incorporated by reference into this prospectus.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

The expenses payable by us in connection with the issuance and distribution of the securities being registered hereunder on Form S-3 (other than underwriting discounts and commissions, if any) are set forth below. The Selling Stockholders will not bear any portion of such expenses. Each item listed is estimated, except for the SEC registration fee:

SEC registration fee	$ 57,509
Printing and engraving	25,000
Legal fees and expenses	300,000
Accounting fees and expenses	25,000
Miscellaneous expenses	92,491
Total	$ 500,000

Item 15. Indemnification of Officers and Directors

Section 145 of the DGCL authorizes a corporation to indemnify its directors and officers against liabilities arising out of actions, suits and proceedings to which they are made or threatened to be made a party by reason of the fact that they have served or are currently serving as a director or officer to a corporation. The indemnity may cover expenses (including attorneys' fees) judgments, fines and amounts paid in settlement actually and reasonably incurred by the director or officer in connection with any such action, suit or proceeding. Section 145 permits corporations to pay expenses (including attorneys' fees) incurred by directors and officers in advance of the final disposition of such action, suit or proceeding. In addition, Section 145 provides that a corporation has the power to purchase and maintain insurance on behalf of its directors and officers against any liability asserted against them and incurred by them in their capacity as a director or officer, or arising out of their status as such, whether or not the corporation would have the power to indemnify the director or officer against such liability under Section 145.

Our Certificate of Incorporation provides that, to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended, no director will be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, and that any amendment, repeal or modification of that provision will not adversely affect any right or protection of a director in respect of any act or omission occurring prior to such amendment, repeal or modification. Consequently, a director will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except for liability for any breach of the director's duty of loyalty to us or our stockholders; any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law; any unlawful payments related to dividends or unlawful stock purchases, redemptions or other distributions; or any transaction from which the director derived an improper personal benefit.

These limitations of liability do not alter director liability under the federal securities laws and do not affect the availability of equitable remedies such as an injunction or rescission.

In addition, our Certificate of Incorporation and Bylaws provide that:

- we will indemnify our directors, officers and, in the discretion of our board of directors, certain employees to the fullest extent permitted by the DGCL, as it now exists or may in the future be amended; and
- officers and certain employees, in connection with legal proceedings relating to their service for or on behalf of us, subject to limited exceptions.

The rights conferred by our Certificate of Incorporation and Bylaws are not exclusive of any other rights that a director or officer may have under any statute, agreement, vote of stockholders or disinterested directors or otherwise, and our obligation to indemnify or advance expenses to a person serving at our request with another entity is reduced by any amount such person collects from that entity. Our Certificate of Incorporation and Bylaws also permit us, to the extent permitted by applicable law, to indemnify and advance expenses to persons other than our directors and officers when and as authorized by appropriate corporate action.

We have entered into our standard form of indemnity agreement with each of our directors and executive officers. These agreements require us to indemnify each indemnitee, to the fullest extent permitted by the DGCL, against expenses (including attorneys' fees and amounts paid in settlement, but excluding judgments, fines and penalties) actually and reasonably incurred in connection with any proceeding, including a proceeding by or in our right, arising out of the indemnitee's service as our director, officer, employee or agent or, at our request, with another enterprise. The agreements also require us to advance expenses subject, if we so request, to an undertaking to repay amounts advanced if a court finally determines that the indemnitee is not entitled to indemnification. Indemnification is not available under the agreements for, among other things, proceedings initiated by the indemnitee (other than to enforce the agreement), settlements made without our consent, disgorgement of profits under Section 16(b) of the Exchange Act, or conduct finally adjudicated to have been in bad faith, knowingly fraudulent or willful misconduct.

We also maintain directors' and officers' liability insurance which covers certain liabilities of our directors and officers arising out of claims based on acts or omissions in their capacities as directors or officers, including liabilities under the Securities Act.

Item 16. Exhibits

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
2.1*	Agreement and Plan of Merger, dated as of October 13, 2026, by and among Alaunos Therapeutics, Inc., Valkyrie Merger Sub I, Inc., Valkyrie Merger Sub II, LLC and Velaris Therapeutics, Inc.	8-K	001-33038	2.1	10/13/2026	
3.1	Third Amended and Restated Certificate of Incorporation of Alaunos Therapeutics, Inc., as amended.	8-K	001-33038	3.1	7/17/2024	
3.2	Certificate of Amendment of the Third Amended and Restated Certificate of Incorporation of Alaunos Therapeutics, Inc.	8-K	001-33038	3.1	7/10/2025	
3.3	Second Amended and Restated Bylaws of Alaunos Therapeutics, Inc.	8-K	001-33038	3.1	9/17/2026	
3.4	Certificate of Designation of Preferences, Rights and Limitations of Series A-1 Convertible Preferred Stock.	8-K	001-33038	3.1	4/14/2025	
3.5	Certificate of Designation of Preferences, Rights and Limitations of Series A-2 Convertible Preferred Stock.	8-K	001-33038	3.1	6/26/2025	
3.6	Certificate of Designation of Preferences, Rights and Limitations of Series B Non-Voting Convertible Preferred Stock.	8-K	001-33038	3.1	10/13/2026	

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.7	Certificate of Designation of Preferences, Rights and Limitations of Series C Non-Voting Convertible Preferred Stock.	8-K	001-33038	3.2	10/13/2026	
4.1	Specimen Common Stock Certificate.	SB-2	333-129020	4.1	10/14/2005	
4.2	Form of Registration Rights Agreement, by and among Alaunos Therapeutics, Inc. and the investors signatory thereto.	8-K	001-33038	10.2	10/13/2026	
4.3	Form of Share Repurchase and Voting Agreement, by and among Alaunos Therapeutics, Inc., Velaris Therapeutics, Inc. and the holders party thereto	8-K	001-33038	10.3	10/13/2026	
5.1	Opinion of Gibson, Dunn & Crutcher LLP					X
10.1*	Securities Purchase Agreement, dated as of October 13, 2026, by and among Alaunos Therapeutics, Inc. and each investor listed on Exhibit A thereto.	8-K	001-33038	10.1	10/13/2026	
10.2*†	Fusion Protein Discovery and Option Agreement, dated as of October 13, 2026, by and between Paragon Laboratories, Inc. and Velaris Therapeutics, Inc.					X
10.3*†	Research Letter Agreement, dated as of July 17, 2026, by and between Paragon Laboratories, Inc. and Velaris Therapeutics, Inc.					X
23.1	Consent of Cherry Bekaert LLP					X
23.2	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1)					X
24.1	Power of Attorney (included on the signature page to the registration statement)					X
107	Filing Fee Table					X

* Exhibits and/or schedules have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The registrant hereby undertakes to furnish supplementally copies of any of the omitted exhibits and schedules upon request by the SEC; provided, however, that the registrant may request confidential treatment pursuant to Rule 24b-2 under the Exchange Act for any exhibits or schedules so furnished.

† Certain portions of this exhibit (indicated by "[***]") have been omitted because they are both (i) not material and (ii) customarily and actually treated as private or confidential.

Item 17. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a

fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Filing Fee Table" in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that subparagraphs (i),(ii), and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. *Provided, however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

(b) That, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers, and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer, or controlling person of the Registrant in the successful defense of any action, suit, or proceeding) is asserted by such director, officer, or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Fort Lauderdale, State of Florida, on November 12, 2026.

ALAUNOS THERAPEUTICS, INC.

By: /s/ Holger Weis
Holger Weis
Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Holger Weis and Ferdinand Groenewald, as his or her true and lawful attorneys-in-fact, proxies and agents, each with full power of substitution and resubstitution, for him or her in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this registration statement (including post-effective amendments or any abbreviated registration statement and any amendments thereto filed pursuant to Rule 462(b) increasing the number of securities for which registration is sought), and to file the same, with all exhibits thereto and other documents in connection therewith, with the SEC and generally to do all such things in his or her name and behalf in his or her capacity as officers and directors to enable Alaunos Therapeutics, Inc. to comply with the provisions of the Securities Act and all requirements of the SEC, granting unto said attorneys-in-fact, proxies and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact, proxies and agents, or their or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/ Holger Weis Holger Weis	Chief Executive Officer and Director (Principal Executive Officer and Principal Financial Officer)	November 12, 2026
/s/ Ferdinand Groenewald Ferdinand Groenewald	Vice President, Finance (Principal Accounting Officer)	November 12, 2026
/s/ Robert W. Postma Robert W. Postma	Director	November 12, 2026
/s/ Jaime Vieser Jaime Vieser	Director	November 12, 2026
/s/ Michael A. Jerman Michael A. Jerman	Director	November 12, 2026
/s/ Peter Harwin Peter Harwin	Director	November 12, 2026

***

Exhibit 5.1

GIBSON DUNN

November 12, 2026

Alaunos Therapeutics, Inc.
501 E. Las Olas Blvd.
Suite 300
Fort Lauderdale, FL 33301

Re: Alaunos Therapeutics, Inc.
Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Alaunos Therapeutics, Inc., a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-3 (the "Registration Statement") pursuant to the Securities Act of 1933, as amended (the "Securities Act"), relating to the resale from time to time by the selling stockholders named therein of up to (i) 687,789 shares ("Shares") of the Company's common stock, par value $0.001 per share ("Common Stock"), (ii) 105,286,000 shares of Common Stock (the "Series B Conversion Shares") issuable upon the conversion of 105,286 shares of the Company's Series B Non-Voting Convertible Preferred Stock (the "Series B Preferred Stock") and (iii) 276,117,000 shares of Common Stock (the "Series C Conversion Shares" and, together with the Series B Conversion Shares, the "Conversion Shares") issuable upon the conversion of 276,117 shares of the Company's Series C Non-Voting Convertible Preferred Stock (the "Series C Preferred Stock" and, together with the Series B Preferred Stock, the "Preferred Stock").

In arriving at the opinion expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the specimen common stock certificates and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render the opinions set forth below. In our examination, we have assumed without independent investigation the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that (i) the Shares, when issued against payment therefor as set forth in the Registration Statement, will be validly issued, fully paid and non-assessable and (ii) the Conversion Shares, when issued in accordance with the terms of the Preferred Stock, will be duly authorized and validly issued and will be fully paid and non-assessable.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption "Legal Matters" in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

Gibson, Dunn & Crutcher LLP
One Embarcadero Center Suite 2600 | San Francisco, CA 94111-3715 | T: 415.393.8200 | F: 415.393.8306 | gibsondunn.com

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

FUSION PROTEIN DISCOVERY AND OPTION AGREEMENT

THIS FUSION PROTEIN DISCOVERY AND OPTION AGREEMENT ("**Agreement**") is entered into and effective as of October 13, 2026 (the "**Effective Date**"), by and between Paragon Laboratories, Inc., a Delaware corporation ("**Paragon**") and Velaris Therapeutics, Inc., a Delaware corporation ("**Velaris**"). Paragon and Velaris are also referred to herein individually as a "**Party**", or collectively as the "**Parties**."

RECITALS

WHEREAS, Paragon has developed and is continuing to develop a proprietary platform technology for the discovery and development of antibodies and other biologic compounds, including fusion proteins;

WHEREAS, pursuant to that certain Research Letter Agreement, effective as of July 17, 2026, by and between Paragon and Velaris (the "**Letter Agreement**"), (a) Velaris engaged Paragon to conduct Research Program 1 and Research Program 2 (each as defined below) focusing on identifying, evaluating and developing certain Fc fusion protein candidates, and (b) Paragon granted to Velaris an option to obtain a license to certain intellectual property arising from such Research Programs (as defined below), subject to the terms of the Letter Agreement; and

WHEREAS, Velaris has exercised its option rights under the Letter Agreement with respect to each of Research Program 1 and Research Program 2, and the Parties desire to enter into this Agreement to memorialize the continuation of such Research Programs, to establish a framework for one or more additional Research Programs (including Research Program 3 (as defined below)) that may be agreed by the Parties hereunder and to set forth Velaris's exclusive option to enter into additional license agreements with Paragon to further develop, manufacture and commercialize the Fc fusion proteins under each such Research Program, all on the terms and subject to the conditions set forth in this Agreement.

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

ARTICLE 1
DEFINED TERMS

1.1 "**Achievement of Development Candidate**" shall mean, on a Research Program-by-Research Program basis, the first to occur of: (a) nomination by Velaris's Board of Directors of a Velaris Product as a "Development Candidate" ("**Nomination of a DC**"); and (b) the initiation by or on behalf of Velaris or its Affiliate or sublicensee of a toxicology study with respect to a Velaris Product that employs applicable then-current good laboratory practice standards, the results of which are intended to be submitted as part of an IND ("**GLP Tox Initiation**").

1.2 "**Acquiring Entity**" means, collectively, the Third Party referenced in the definition of Change of Control and such Third Party's Affiliates, other than (a) the applicable entity in the definition of Change of Control, and (b) such entity's Affiliates, determined immediately prior to the closing of such Change of Control.

1.3 "**ActRIIA**" shall mean activin A receptor type-2A.

1.4 "**ActRIIB**" shall mean activin A receptor type-2B.

1.5 "**Actual Quarterly Costs**" shall have the meaning provided in Section 5.2(d).

1.6 "**Affiliate**" shall mean any entity controlled by, controlling, or under common control with a Party hereto. For the purpose of this definition, "control" (including, with correlative meaning, the terms "controlled by" or "under common control") means the direct or indirect ownership of more than fifty percent (50%) of the voting interest in, or more than fifty percent (50%) in the equity of, or the right to appoint more than fifty percent (50%) of the directors or management of, such corporation or other business entity. Notwithstanding the foregoing, (a) with respect to either Party, Affiliates of such Party do not include [***] or its Affiliates other than such Party and its subsidiaries, (b) [***] (collectively, the "**Velaris Entities**") [***] and (c) [***].

1.7 "**Agreement**" shall have the meaning provided in the first paragraph of this Agreement.

1.8 "**Applicable Law**" shall mean any national, supra-national, federal, state or local laws, rules, guidances and regulations, in each case, as applicable to the subject matter and the party at issue.

1.9 "**Back-Up Velaris Product**" shall have the meaning provided in Section 5.3.

1.10 "**Background IP**" shall mean all Patents and Know-How Controlled by a Party (a) as of the Effective Date, or (b) that otherwise arise outside of and independently of this Agreement. Paragon's Background IP includes the Paragon Platform Technology and any Paragon In-Licensed IP.

1.11 "**Bankruptcy Code**" shall have the meaning provided in Section 9.5.

1.12 "**Bankruptcy Event**" shall have the meaning provided in Section 9.5.

1.13 "**Budget**" shall mean the agreed budget for the activities set forth in the Research Plan.

1.14 "**Business Day**" shall mean any day other than Saturday, Sunday or other national holidays in the United States.

1.15 "**Calendar Quarter**" shall mean the respective periods of three (3) consecutive calendar months ending on March 31, June 30, September 30 and December 31.

1.16 "**Calendar Year**" shall mean each successive period of twelve (12) months commencing on January 1 and ending on December 31.

1.17 "**Change of Control**" shall mean, with respect to any entity, any of the following: (a) the sale or disposition of all or substantially all of the assets of such entity or its direct or indirect controlling Affiliate to a Third Party; or (b)(i) the acquisition by a Third Party, alone or together with any of its Affiliates, other than an employee benefit plan (or related trust) sponsored or maintained by such entity or any of its Affiliates, of more than fifty percent (50%) of the then-outstanding shares of voting capital stock of such entity or its direct or indirect parent entity that holds, directly or indirectly, beneficial ownership of more than fifty percent (50%) of the then-outstanding shares of voting capital stock of such entity (a "**Parent Entity**"), or (ii) the acquisition, merger or consolidation of such entity or its Parent Entity with or into another entity, other than, in the case of clause (i) or (ii), an acquisition or a merger or consolidation of such entity or its Parent Entity in which the holders of shares of voting capital stock of such entity or its Parent Entity, as the case may be, immediately prior to such acquisition, merger, or consolidation will beneficially own, directly or indirectly, at least fifty percent (50%) of the shares of voting capital stock of the acquiring Third Party or the surviving corporation in such acquisition, merger or consolidation, as the case may be, immediately after such acquisition, merger, or consolidation, and in each case of (a) or (b), whether through a single transaction or a series of related transactions, but excluding any and all bona fide financing transactions or internal reorganizations for tax purposes (including the change of place of incorporation or domicile of such entity). Notwithstanding the foregoing, any transaction or series of transactions effected for the primary purpose of financing the operations of the applicable entity or changing the form or jurisdiction of organization of such entity will not be deemed a "Change of Control" for purposes of this Agreement. In addition, neither a Reverse Merger nor any conversion of any convertible preferred stock or other convertible securities issued in or in connection with such Reverse Merger, or any stockholder approval of such conversion (including any approval required under applicable stock exchange rules) will be deemed a "Change of Control" for purposes of this Agreement.

1.18 "**CMC Activities**" shall mean, with respect to a particular Project Fusion Protein and Research Program, chemistry, manufacturing, and control activities sufficient to produce a full data set from transfection into a stable pool through to quality assurance released clinical grade drug product bright stock, as further described in and subject to the terms set forth on Exhibit C.

1.19 "**CMC Activities Package**" shall have the meaning provided in Section 2.1(c)(i).

1.20 "**CMC Estimated Timeline**" shall have the meaning provided in Section 2.1(c)(i).

1.21 "**CMC Fee**" shall have the meaning provided in Section 2.1(c)(i).

1.22 "**CMC Monthly Fee**" shall mean, on a Research Program-by-Research Program basis, if Paragon is performing CMC Activities under this Agreement, the CMC Monthly Fee set forth on Exhibit C applicable to such CMC Activities.

1.23 "**CMC Project Fusion Protein**" shall have the meaning provided in Section 2.1(c)(i).

1.24 "**CMC Substitution Project Fusion Protein**" shall have the meaning provided in Section 2.1(c)(ii).

1.25 "**Commercialize**" or "**Commercializing**" shall mean to market, promote, distribute, offer for sale, sell, have sold, import, have imported, export, have exported or otherwise commercialize a Fusion Protein or product, including a Project Fusion Protein, Derived Fusion Protein or Product, as applicable. When used as a noun, "Commercialization" means any and all activities involved in Commercializing.

1.26 "**Confidential Information**" of a Party shall mean any and all non-public scientific, business, regulatory or technical information that is disclosed or made available by or on behalf of one Party (the "**Disclosing Party**") to the other Party (a "**Receiving Party**") in connection with this Agreement, whether in writing, orally, visually or otherwise. Notwithstanding any provision of this Agreement to the contrary, on a Research Program-by-Research Program basis, (a) all Paragon Platform Technology shall be Confidential Information of Paragon, and (b) all Project Fusion Protein Inventions and Project Fusion Protein Technology shall be the Confidential Information of both Parties, and each Party shall be deemed as both the "Disclosing Party" and the "Receiving Party" with respect thereto; *provided, that* if, with respect to a particular Research Program, Velaris does not exercise its Option or the Parties do not enter into a License Agreement in accordance with this Agreement, then the Project Fusion Protein Inventions and Project Fusion Protein Technology for such Research Program shall thereafter be the Confidential Information of Paragon.

1.27 "**Control**" (including any variations such as "**Controlled**" and "**Controlling**") shall mean, with respect to any technology or Intellectual Property Rights, possession by a Party and the ability (whether by ownership, license or otherwise) to grant a license or a sublicense of or under such technology or Intellectual Property Rights without violating the terms of any agreement or other arrangement with any Third Party or requiring a payment. Notwithstanding the foregoing, a Party and its Affiliates shall not be deemed to "Control" any technology or Intellectual Property Rights that (a) prior to the consummation of a Change of Control of such Party, is owned or in-licensed, or (b) after the consummation of a Change of Control of such Party, becomes owned or in-licensed (to the extent such technology or Intellectual Property Rights are developed outside of the scope of the activities conducted hereunder and without use of or reference to any technology or Intellectual Property Rights Controlled by such Party or any Affiliate of such Party immediately before such Change of Control, or any Confidential Information of the other Party), in each case ((a) or (b)), by a Third Party that becomes an Affiliate of such Party after the Effective Date as a result of such Change of Control or an assignee of such Party after the Effective Date as the result of an assignment of this Agreement in connection with a Change of Control unless prior to the consummation of such Change of Control or assignment, such Party or any of its Affiliates also Controlled such technology or Intellectual Property Rights.

1.28 "**Cost Advance**" shall have the meaning provided in Section 5.2(c).

1.29 "**Cover**" or "**Covering**" shall mean, with respect to a Patent, that, in the absence of a license granted under, or ownership of, such Patent, the making, using, selling, importation, or exportation of such product would infringe a valid and unexpired claim of such Patent.

1.30 "**Deliverables**" shall have the meaning provided in Section 2.1(d)(i).

1.31 "**Derived Fc Domain**" shall have the meaning provided in Section 1.32.

1.32 "**Derived Fusion Protein**" shall mean, with respect to a Project Fusion Protein, any Fusion Protein that (a) [***], (b) [***], (c) [***], and (d) [***] (a "**Derived Fc Domain**"), [***]. For avoidance of doubt, any Fusion Protein that [***].

1.33 "**Develop**" or "**Developing**" shall mean to discover, evaluate, test, research or otherwise develop a Fusion Protein or product, including a Project Fusion Protein, Derived Fusion Protein or Product, as applicable. When used as a noun, "**Development**" means any and all activities involved in Developing.

1.34 "**Development Costs**" shall mean, on a Research Program-by-Research Program basis, (a) [***] (such amounts, the "**Third Party Costs**"), and (b) [***] (such development fees, the "**Development Fees**", and the development fees to be paid in any given Calendar Year during the Research Program, the "**Annual Development Fees**"); in each case ((a) and (b)) to the extent consistent with the Research Plan (including [***]). For clarity, Development Costs shall exclude the CMC Fee but shall include any Third Party Costs paid by Paragon with respect to the performance of the CMC Activities.

1.35 "**Dispute**" shall have the meaning provided in Section 11.7.

1.36 "**Effective Date**" shall have the meaning provided in the first paragraph of this Agreement.

1.37 "**Election Notice**" shall have the meaning provided in Section 4.3.

1.38 "**Fc Domain**" shall have the meaning provided in Section 1.42.

1.39 "**FDA**" shall mean the United States Food and Drug Administration, or a successor federal agency thereto.

1.40 "**Field**" shall mean the prophylaxis, palliation, treatment and diagnosis of human disease and disorders in all therapeutic areas.

1.41 "**Final Deliverable**" shall, on a Research Program-by-Research Program basis, have the meaning provided in the Research Plan for such Research Program.

1.42 "**Fully-Diluted Basis**" shall have the meaning set forth in Section 5.8(a).

1.43 "**Fusion Protein**" shall mean any polypeptide that comprises or contains (a) [***] (the "**Receptor Domain**"), and (b) [***] (such Fc region, the "**Fc Domain**"), [***]. For clarity, references to a Fusion Protein [***].

1.44 "**Fusion Protein Production Activities**" shall have the meaning provided in Section 2.1(b).

1.45 "**Indemnified Party**" shall have the meaning provided in Section 10.3.

1.46 "**Indemnifying Party**" shall have the meaning provided in Section 10.3.

1.47 "**Initial Warrant**" shall have the meaning provided in Section 5.8(a).

1.48 "**Initial Warrant Date**" shall have the meaning provided in Section 5.8(a).

1.49 "**Intellectual Property Rights**" shall mean any and all proprietary rights provided under (a) patent law, including any Patents; (b) copyright law; or (c) any other applicable statutory provision or common law principle, including trade secret law, that may provide a right in Know-How, or the expression or use thereof.

1.50 "**JDC**" shall have the meaning provided in Section 3.1.

1.51 "**Know-How**" shall mean all technical information and know-how in any tangible or intangible form, including (a) inventions, discoveries, trade secrets, data, specifications, instructions, processes, formulae, materials (including cell lines, vectors, plasmids, nucleic acids and the like), methods, protocols, expertise and any other technology, including the applicability of any of the foregoing to formulations, compositions or products or to their manufacture, development, registration, use or marketing or to methods of assaying or testing them or processes for their manufacture, formulations containing them or compositions incorporating or comprising them, and (b) all data, instructions, processes, formulae, strategies, and expertise, whether biological, chemical, pharmacological, biochemical, toxicological, pharmaceutical, physical, analytical, or otherwise and whether related to safety, quality control, manufacturing or other disciplines. Notwithstanding the foregoing, Know-How excludes Patent claims.

1.52 "**Letter Agreement**" shall have the meaning provided in the recitals of this Agreement.

1.53 "**License Agreement**" shall have the meaning provided in Section 4.4.

1.54 "**License Agreement Dispute**" shall have the meaning provided in Section 4.4.

1.55 "**Losses**" shall have the meaning provided in Section 10.1.

1.56 "**Manufacture**" or "**Manufacturing**" shall mean to make, produce, manufacture, process, fill, finish, package, label, perform quality assurance testing, release, ship or store a Fusion Protein or product, including a Project Fusion Protein, Derived Fusion Protein or Product or any component thereof, as applicable. When used as a noun, "Manufacture" or "Manufacturing" means any and all activities involved in Manufacturing a Fusion Protein or product, including a Project Fusion Protein, Derived Fusion Protein or Product or any component thereof, as applicable.

1.57 "**Milestone**" shall have the meaning provided in Section 5.3.

1.58 "**Milestone Payment**" shall have the meaning provided in Section 5.3.

1.59 "**Multispecific Fusion Protein**" shall mean, on a Research Program-by-Research Program basis, any compound that is a single molecular entity and that comprises (a) [***], and (b) [***].

1.60 "**Multispecific Product**" shall mean any product that comprises or contains any Multispecific Fusion Protein.

1.61 "**Nomination of a DC**" shall have the meaning provided in Section 1.1.

1.62 "**Notice of Dispute**" shall have the meaning provided in Section 11.7(a).

1.63 "**Option**" shall have the meaning provided in Section 4.1.

1.64 "**Option Period**" shall have the meaning provided in Section 4.3.

1.65 "**Other Licensed Patents**" means, on a Research Program-by-Research Program basis, any Patents Controlled by Paragon or its Affiliates as of the effective date of a License Agreement or during the term of such License Agreement that (a) include a claim that expressly recites the sequence of a Project Fusion Protein, and (b) are necessary to Develop, Manufacture or Commercialize Project Fusion Proteins in the Field in the Territory. Notwithstanding the foregoing, the Other Licensed Patents shall not include (i) the Project Fusion Protein Patents, (ii) the Paragon Platform Patents, or (iii) any Patents that Cover (x) a Receptor Domain of any Receptor other than the applicable Selected Receptor, (y) any portion of any Multispecific Fusion Protein other than a Project Fusion Protein or Derived Fusion Protein, or (z) any Fc Domain (other than as a constituent of a Project Fusion Protein or a Derived Fusion Protein).

1.66 "**Paragon**" shall have the meaning provided in the first paragraph of this Agreement.

1.67 "**Paragon In-Licensed IP**" shall have the meaning provided in Section 2.1(f).

1.68 "**Paragon Indemnitee**" shall have the meaning provided in Section 10.1.

1.69 "**Paragon Owned Technology**" shall have the meaning provided in Section 6.1(b).

1.70 "**Paragon Platform Know-How**" shall mean (a) Know-How relating to fusion protein and other antibody-based compound discovery and development (including antibodies, antibody-drug conjugates, antibody oligo conjugates, nucleic acids and Fusion Proteins), (b) all methods, materials and other Know-How used in the foregoing, and (c) platforms embodying, components, component steps and other portions of any of the foregoing in (a) or (b), in each case of (a) through (c) that are Controlled by Paragon or its Affiliates prior to or during the Term.

1.71 "**Paragon Platform Know-How Improvement**" shall mean all Know-How developed or discovered through or as a result of the activities performed by or on behalf of Paragon under a Research Program that constitutes an improvement, enhancement, modification, substitution, or alteration to the Paragon Platform Technology; *provided, however*, to the extent any of the Know-How developed or discovered under a Research Program specifically and solely relates to a Project Fusion Protein (as a whole, and not on a component-by-component basis), such Know-How will be considered Project Fusion Protein Technology and not Paragon Platform Know-How Improvements.

1.72 "**Paragon Platform Patents**" shall mean all Patents that Paragon or its Affiliates Control prior to or during the Term that Cover Paragon Platform Know-How or Paragon Platform Know-How Improvements.

1.73 "**Paragon Platform Technology**" shall mean Paragon Platform Know-How, Paragon Platform Know-How Improvements and Paragon Platform Patents.

1.74 "**Party**" or "**Parties**" shall have the meaning provided in the first paragraph of this Agreement.

1.75 "**Patents**" shall mean (a) unexpired patents and patent applications, (b) any and all divisionals, continuations, continuations-in-part, reissues, renewals, substitutions, registrations, re-examinations, revalidations, extensions, supplementary protection certificates and the like of any such patents and patent applications, and (c) any and all foreign equivalents of the foregoing.

1.76 "**Phase I Trial**" shall mean a human clinical trial in any country of the type described in 21 C.F.R. §312.21(a), or the foreign equivalent thereof, regardless of where such clinical trial is conducted.

1.77 "**Phase II Trial**" shall mean a human clinical trial in any country of the type described in 21 C.F.R. §312.21(b), or the foreign equivalent thereof, regardless of where such clinical trial is conducted.

1.78 "**Phase III Trial**" shall mean a human clinical trial in any country of the type described in 21 C.F.R. §312.21(c), or the foreign equivalent thereof, regardless of where such clinical trial is conducted.

1.79 "**Pre-Effective Date Development Costs**" shall have the meaning provided in Section 5.2(e).

1.80 "**Product**" shall mean, on a Research Program-by-Research Program basis, any product that comprises or contains any Project Fusion Protein or any Derived Fusion Protein thereof, other than as part of (a) a Multispecific Fusion Protein or a Multispecific Product, or (b) any product that presents such Project Fusion Protein or Derived Fusion Protein in any modality other than as a monospecific Fusion Protein (including, for the avoidance of doubt, any antibody-drug conjugate, bispecific or multispecific molecule, CAR-T or cell therapy construct, or fusion to any domain other than an Fc Domain).

1.81 "**Project Fusion Protein**" shall mean, on a Research Program-by-Research Program basis, any and all Fusion Proteins that comprise or contain (a) a Receptor Domain of the applicable Selected Receptor (and of no other Receptor), and (b) an Fc Domain, and that in each case are discovered, generated, identified or first characterized by or on behalf of Paragon in the course of performing the applicable Research Program under this Agreement or, with respect to Research Program 1 and Research Program 2, prior to the Effective Date under the Letter Agreement.

1.82 "**Project Fusion Protein Invention**" shall mean, on a Research Program-by-Research Program basis, any invention or discovery, whether or not patentable, that was first discovered and reduced to practice by or on behalf of either Party or jointly by the Parties in the course of performing the activities (a) set forth in the Research Plan for such Research Program under this Agreement, or (b) with respect to Research Program 1 and Research Program 2, conducted under the Letter Agreement prior to the Effective Date, and that in either case ((a) or (b)) constitutes the composition of matter of, or any method of specifically making or using, any Project Fusion Protein.

1.83 "**Project Fusion Protein Patents**" shall mean, on a Research Program-by-Research Program basis, all Patents that are Controlled by Paragon or its Affiliate that Cover or claim a Project Fusion Protein Invention. For clarity, the Project Fusion Protein Patents include Patents that Cover the Receptor Domain of a Project Fusion Protein, whether or not the applicable claims recite an Fc Domain limitation.

1.84 "**Project Fusion Protein Samples**" shall, on a Research Program-by-Research Program basis, have the meaning provided in Section 2.1(d)(i).

1.85 "**Project Fusion Protein Selection Criteria**" shall mean, on a Research Program-by-Research Program basis, those criteria agreed to by the Parties in the applicable Research Plan that establish that a Project Fusion Protein is suitable for clinical testing.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

1.86 "**Project Fusion Protein Technology**" shall mean, on a Research Program-by-Research Program basis, (a) the Project Fusion Protein Inventions, (b) the Project Fusion Protein Patents, (c) the Sequence Information and Results, and (d) all Intellectual Property Rights therein that are Controlled by Paragon and its Affiliates, but excluding in each case the Paragon Platform Technology and the Paragon In-Licensed IP. For clarity, if the Parties execute a License Agreement with respect to a particular Research Program and the Research Term for such Research Program continues following execution of such License Agreement, any Project Fusion Protein Technology first conceived and reduced to practice or otherwise generated following the execution of the License Agreement shall be licensed to Velaris under such License Agreement.

1.87 "**Qualified Financing**" shall mean the closing of a transaction or a series of related transactions in which Velaris issues and sells equity securities, or securities convertible into or exercisable for equity securities, to one or more Third Parties for aggregate gross cash proceeds greater than Fifty Million Dollars ($50,000,000). Solely for purposes of this definition, Third Parties shall not include Paragon or Fairmount Funds Management LLC or their respective Affiliates.

1.88 "**Receptor**" shall mean [***].

1.89 "**Receptor Domain**" shall have the meaning provided in Section 1.42.

1.90 "**Regulatory Approval**" shall mean all approvals (excluding any applicable pricing and/or reimbursement approvals), licenses, registrations or authorizations of any Regulatory Authority necessary to commercially distribute, sell and market a pharmaceutical or biologic product in a country or territory.

1.91 "**Regulatory Authority**" shall mean any supranational, multinational, federal, national, state, provincial or local regulatory agency, department, bureau or other governmental entity with authority over the clinical development, manufacture, marketing or sale of a pharmaceutical or biologic product in a country or region, including the FDA in the United States.

1.92 "**Reporting Company**" shall mean a company or other entity that is subject to the periodic reporting requirements of Section 12(b), 12(g) or 15(d) of the Securities Exchange Act of 1934, as amended.

1.93 "**Representatives**" of a Party shall mean such Party's and its Affiliates' officers, directors, employees, contractors, subcontractors, agents and consultants.

1.94 "**Research Plan**" shall, on a Research Program-by-Research Program basis, have the meaning provided in Section 2.1(b).

1.95 "**Research Program**" shall mean a research program agreed to by the Parties to identify Fusion Proteins that comprise or contain Receptor Domains of a single, mutually agreed Selected Receptor (and of no other Receptor), and to perform such additional activities with respect to such Fusion Proteins as set forth in the applicable Research Plan. For clarity, each of Research Program 1 and Research Program 2 includes the activities with respect to such Research Program conducted under the Letter Agreement prior to the Effective Date.

1.96 "**Research Program 1**" shall mean the Research Program for Fusion Proteins wherein the Selected Receptor is ActRIIA, as further defined in Exhibit A, which Research Program was conducted under the Letter Agreement prior to the Effective Date and will be conducted under this Agreement from and after the Effective Date.

1.97 "**Research Program 2**" shall mean the Research Program for Fusion Proteins wherein the Selected Receptor is ActRIIB, as further defined in Exhibit A, which Research Program was conducted under the Letter Agreement prior to the Effective Date and will be conducted under this Agreement from and after the Effective Date.

1.98 "**Research Program 3**" shall mean the Research Program for Fusion Proteins wherein the Selected Receptor is ActRIIA (BMP9/10 sparing), as further defined in Exhibit A.

1.99 "**Research Term**" shall mean, on a Research Program-by-Research Program basis, the period of time beginning on the agreement by the Parties on the Research Plan and continuing until completion of the activities under the Research Plan for such Research Program or such other date mutually agreed upon by the Parties; *provided, that* (a) if Velaris does not exercise its Option in accordance with Section 4.3 prior to expiration of the applicable Option Period, then upon such expiration the Research Term shall automatically terminate and Paragon shall have no obligation to perform any activities under the applicable Research Plan thereafter, or (b) if Velaris exercises its Option during the Option Period in accordance with Section 4.3 but (i) the Parties are unable to finalize and execute a License Agreement and (ii) neither Party has delivered notice of a License Agreement Dispute during the applicable [***] period in accordance with Section 4.4, then, upon the expiration of such period the Research Term shall automatically terminate and Paragon shall have no obligation to perform any activities under the applicable Research Plan thereafter. For clarity, the Research Term for each of Research Program 1 and Research Program 2 commenced prior to the Effective Date in accordance with the terms of the Letter Agreement.

1.100 "**Results**" shall mean, on a Research Program-by-Research Program basis, the data, results, analysis, conclusions, outcomes, information, documentation and reports that are generated by or on behalf of Paragon in performance of a Research Program, excluding Project Fusion Proteins, Project Fusion Protein Inventions, Project Fusion Protein Patents and the Sequence Information.

1.101 "**Reverse Merger**" shall have the meaning provided in Section 5.8(a)(i).

1.102 "**Second Warrant**" shall have the meaning provided in Section 5.8(b).

1.103 "**Selected Receptor**" shall have the meaning provided in Section 2.1(a).

1.104 "**Sequence Information**" shall mean electronic files containing all Project Fusion Protein sequences generated under a given Research Program.

1.105 "**Shares**" shall mean, as applicable, (a) shares of common stock, par value $0.0001, of Velaris, if Velaris is or will be the Reporting Company, and (b) shares of common stock of Velaris Parent, if Velaris Parent is or will be the Reporting Company.

1.106 "**Term**" shall have the meaning provided in Section 9.1.

1.107 "**Territory**" shall mean worldwide.

1.108 "**Third Party**" shall mean any person or entity other than Paragon or Velaris or an Affiliate of either Paragon or Velaris.

1.109 "**Third Party Claim**" shall have the meaning provided in Section 10.1.

1.110 "**Valid Claim**" shall mean, with respect to a particular Patent in a particular country, (a) a claim of an issued and unexpired patent (including the term of any patent term extension, supplemental protection certificate, renewal or other similar extension) in such country within such Patent that has not been abandoned or revoked, or held unpatentable, invalid or unenforceable in a final decision of a court or other governmental authority of competent jurisdiction from which no appeal may be taken, or has been taken before the expiry of the permitted time period, and that has not been disclaimed, denied or admitted to be invalid or unenforceable through reissue, re-examination, disclaimer or otherwise, or (b) a claim within a patent application in such country within such Patent that has not been pending more than [***] years from the earliest priority date of such claim and which claim has not been cancelled, withdrawn or abandoned or finally rejected by an administrative agency action from which no appeal can be taken.

1.111 "**Velaris**" shall have the meaning provided in the first paragraph of this Agreement.

1.112 "**Velaris Entities**" shall have the meaning provided in Section 1.6.

1.113 "**Velaris Indemnitee**" shall have the meaning provided in Section 10.2.

1.114 "**Velaris Parent**" shall have the meaning provided in Section 5.8(a)(i).

1.115 "**Velaris Product**" means, on a Research Program-by-Research Program basis, individually or collectively, as applicable, Project Fusion Proteins, Derived Fusion Proteins and Products.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

ARTICLE 2
CONDUCT OF RESEARCH PROGRAM

2.1 Research Program.

(a) **Receptor Selection.** The Parties intend to initiate one or more Research Programs, each focused on discovering, generating, identifying and first characterizing one or more Fusion Protein candidates that comprise or contain a Receptor Domain of a single mutually agreed Receptor (the "**Selected Receptor**"), as further set forth in the Research Plan for such Research Program. As of the Effective Date, the Parties have agreed to the Research Programs and corresponding Selected Receptors listed on Exhibit A but not the Research Plans for each such Research Program. Additional Research Programs and corresponding Selected Receptors may be added to this Agreement by mutual written agreement of the Parties, it being understood that each Party may accept or reject a new Research Program and corresponding Selected Receptor in its sole discretion and neither Party shall be obligated under this Agreement to agree to any further Research Programs and/or Selected Receptors.

(b) **Research Plan.** No later than [***] after the Effective Date (or in the case of any Research Program and corresponding Selected Receptor added after the Effective Date, no later than [***] after the Parties' written agreement on such additional Research Program and corresponding Selected Receptor), the Parties will agree on a research plan, to the extent a research plan has not been previously agreed upon, for each Research Program added under this Agreement as of or following the Effective Date, which research plan will include design, modeling, synthesis, evaluation, and other mutually agreed activities ("**Research Plan**"). The Research Plan shall also provide for the use of any Paragon In-Licensed IP and the performance of any CMC Activities that have been agreed by the Parties for a Research Program. For clarity, if at the end of such [***] period (or any extension thereof mutually agreed in writing) the Parties have not agreed on a Research Plan, the applicable Receptor shall cease to be a Selected Receptor and Paragon shall have no obligations with respect thereto. Once the Parties agree on a Research Plan for a Research Program, Paragon shall conduct research under such Research Program during the applicable Research Term in an effort to (1) produce Project Fusion Proteins for the applicable Selected Receptor for further Development, Manufacture and Commercialization ("**Fusion Protein Production Activities**"), and (2) perform such other Development and Manufacturing activities with respect to the Project Fusion Proteins as set forth in the Research Plan (which other activities, for clarity, may be performed following Velaris's exercise of the Option or execution of a License Agreement). The Parties may amend the Research Plan upon mutual written agreement. Paragon will use [***] to conduct and complete the activities set forth in such Research Plan on the timelines set forth in such Research Plan and in compliance with the Budget.

(c) **CMC Activities**.

(i) Velaris may request that Paragon perform CMC Activities for a particular Project Fusion Protein in furtherance of a Research Program by selecting one (1) Project Fusion Protein from such Research Program (the "**CMC Project Fusion Protein**") and a CMC Activities package from the options set forth on Exhibit C (the "**CMC Activities Package**") and delivering written notice thereof to Paragon during the applicable Research Term. Paragon may update Exhibit C on a bi-annual basis by providing written notice thereof to Velaris at least thirty (30) days prior to the end of the first (1st) or third (3rd) Calendar Quarter (as applicable) of each Calendar Year, and such updated Exhibit C shall only apply to new CMC Activities (i.e., CMC Activities for a Research Program that has not previously been the subject of CMC Activities, or CMC Activities for a CMC Substitution Project Fusion Protein). Following receipt of such notice,

if Paragon, in its sole discretion, agrees in writing to perform such CMC Activities for the CMC Project Fusion Protein, then the Parties shall, through the JDC, mutually agree on an amendment to the Research Plan for such Research Program that shall include (1) the CMC Activities to be performed by Paragon for such CMC Project Fusion Protein, (2) an updated Budget that includes the total fee corresponding to the mutually agreed CMC Activities Package set forth on Exhibit C (the "**CMC Fee**") and any estimated Third Party Costs to be incurred by Paragon in the performance of the CMC Activities as part of the Development Fees, and (3) the estimated number of months until the completion of the CMC Activities corresponding to the mutually agreed CMC Activities Package as set forth on Exhibit C and subject to the qualifications described therein (the "**CMC Estimated Timeline**"). If CMC Activities are completed prior to the end of the CMC Estimated Timeline, the total CMC Fee related to the CMC Activities will still be payable to Paragon. Any portion of the CMC Fee that was not billed prior to completion of the CMC Activities shall be invoiced to Velaris upon completion of the CMC Activities. If Velaris requests any material changes to the scope of the CMC Activities, and Paragon, in its sole discretion, agrees to such changes, or if the Parties otherwise agree to changes to the scope of any CMC Activities, then the Parties shall, through the JDC, mutually agree on any amendment to the applicable Research Plan, which shall include such changes, and any adjustments to the CMC Fee (and corresponding CMC Monthly Fee) to account for the impact of such changes on Paragon's costs.

(ii) The JDC shall oversee the performance of the CMC Activities and shall have the authority to determine whether, based on the progress of such CMC Activities, the CMC Activities should be performed with respect to a different Project Fusion Protein. If the JDC makes such determination, Velaris shall have the one-time right, exercisable upon written notice within [***] of the JDC's determination, to substitute the CMC Project Fusion Protein with a different Project Fusion Protein (such Project Fusion Protein, the "**CMC Substitution Project Fusion Protein**"). If Paragon agrees, in its sole discretion, to perform the CMC Activities for the CMC Substitution Project Fusion Protein, the Parties shall update the applicable Research Plan, a new CMC Fee and CMC Estimated Timeline shall apply to such CMC Activities, and any unpaid portion of the CMC Fee for the CMC Activities for the original CMC Project Fusion Protein shall be waived. If Paragon does not agree to proceed with CMC Activities for the CMC Substitution Project Fusion Protein, the Parties shall amend the applicable Research Plan so that it does not require the performance of any CMC Activities or further payment of the CMC Fee.

(d) **Deliverables; Project Fusion Protein Samples**.

(i) On a Research Program-by-Research Program basis, following completion of the Fusion Protein Production Activities set forth in the Research Plan for a Research Program, Paragon will deliver to Velaris a data package that includes Sequence Information for all then-existing Project Fusion Proteins for such Research Program (the "**Deliverables**"). Additionally, upon request by Velaris, and at [***] cost and expense, Paragon shall provide to Velaris samples of the Project Fusion Proteins for such Research Program that have been expressed in accordance with the Research Plan ("**Project Fusion Protein Samples**") to enable Velaris to evaluate the Option. Following completion of a Research Program, Paragon shall deliver to Velaris the Final Deliverable for such Research Program, if any.

(ii) During the Option Period with respect to each Research Program, Velaris will review the Deliverables and Project Fusion Protein Samples for such Research Program to determine whether [***] Project Fusion Protein meets the applicable Project Fusion Protein Selection Criteria. If Velaris determines that [***] Project Fusion Protein for such Research Program meets the applicable Project Fusion Protein Selection Criteria, then Velaris shall so notify Paragon in writing prior to the end of the Option Period.

(e) **Conduct of Research Program.** During the Research Term, Paragon shall (i) perform the activities assigned to it under the applicable Research Plan in a professional, diligent and good scientific manner, in compliance with all Applicable Law, and in compliance with the applicable Research Plans; (ii) ensure that its Representatives and subcontractors diligently perform the applicable Research Program in a manner in accordance with generally accepted industry practices by appropriately trained personnel who are experienced in the relevant fields and in compliance with Applicable Law; (iii) keep Velaris fully informed regarding the progress and results of the Research Program; (iv) [***] provide Velaris with any additional information regarding the Research Program that Velaris reasonably requests; (v) participate in teleconference(s) at a time(s) agreed upon by the Parties to provide an update to Velaris on the performance of the Research Program; and (vi) give Velaris [***] notice with respect to information known or believed by Paragon to be likely to materially impede or otherwise adversely affect the performance of the Research Program.

(f) **Use of Other Technology.** If the Parties desire for Paragon to use Third Party Intellectual Property Rights Controlled by Paragon (e.g., huMab murine models) ("**Paragon In-Licensed IP**") in the conduct of a Research Program, then (i) such use shall be set forth in the Research Plan for such Research Program, and (ii) Velaris shall be responsible for paying to Paragon as part of the Development Fees the [***].

2.2 Subcontractors. Paragon may perform the activities under a Research Program through one or more subcontractors; *provided, that* Paragon shall at all times be fully responsible for the compliance of such subcontractors with this Agreement and for the performance of its obligations under this Agreement.

2.3 Research Books and Records; Audit. Paragon shall maintain complete and accurate records related to the activities performed by Paragon under a Research Program. All such books and records shall be retained by Paragon until the later of: (a) [***] after the end of the applicable stage of research; and (b) such longer period as may be required by Applicable Law. Upon Velaris's request and at [***] expense, Paragon shall provide copies of such records or such records shall be made available for Velaris's reasonable review, audit and inspection upon reasonable notice and with reasonable frequency.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

ARTICLE 3
GOVERNANCE

3.1 Joint Development Committee. The Parties will establish a single Joint Development Committee (the "**JDC**") to oversee and coordinate the activities under all Research Programs in accordance with the remainder of this Article 3. The JDC shall be comprised of two (2) employees or such other representative persons as Velaris may designate and two (2) employees or such other representative persons as Paragon may designate, with each Party designating one (1) such employee or other representative as its JDC co-chairperson. Subject to the foregoing, each Party shall appoint its respective Representatives to the JDC from time to time, and may change its Representatives, in its sole discretion, effective upon notice to the other Party designating such change. Representatives from each Party shall have appropriate technical credentials, experience and knowledge pertaining to and ongoing familiarity with the activities to be performed under the Research Programs.

3.2 JDC Meetings. The JDC shall meet in accordance with a schedule established by mutual written agreement of the Parties no less frequently than once every three (3) months, on a Research Program-by-Research Program basis, until the end of the period specified in Section 3.5. The JDC may meet by means of teleconference, videoconference or other similar means, as jointly determined by the Parties. As appropriate, additional employees or consultants may from time to time attend the JDC meetings as nonvoting observers; *provided, that* any such consultant shall agree in writing to comply with the confidentiality obligations under this Agreement; and *provided, further that* no Third Party personnel may attend unless otherwise agreed by both Parties. Each Party shall bear its own expenses related to the attendance of the JDC meetings by its representatives. Each Party may also call for special meetings to resolve particular matters requested by such Party. Paragon shall be responsible for keeping minutes of each JDC meeting that record in writing all decisions made, action items assigned or completed and other appropriate matters. Paragon shall send meeting minutes to all members of the JDC within [***] after a meeting for review. Each member shall have [***] from receipt in which to comment on and to approve/provide comments to the minutes (such approval not to be unreasonably withheld, conditioned or delayed). If a member, within such time period, does not notify the drafting Party that s/he does not approve of the minutes, the minutes shall be deemed to have been approved by such member.

3.3 JDC Functions. The JDC's responsibilities are as follows:

(a) Developing, reviewing, overseeing and coordinating the activities under each Research Plan;

(b) Periodically reviewing the progress of activities under each Research Plan;

(c) Updating or modifying each Research Plan; *provided, that* such update or modification does not obligate either Party to perform any task or expend any resources outside of or beyond its obligations under the applicable Budget;

(d) Reviewing performance against the Budget and timeline for each Research Program periodically (at least [***]), and periodically meeting to review and (subject to mutual approval of the Parties), approving any discovery project Budget deviation where such deviation is greater than [***] percent ([***]%);

(e) Reviewing the reconciliation of Actual Quarterly Costs at the end of each Calendar Quarter for each Research Program, to the extent applicable; and

(f) Determining whether the Project Fusion Protein Selection Criteria for a Research Program are not achievable for any reason and therefore such Research Program no longer warrants further research.

3.4 JDC Decision Making and Disputes. The JDC will endeavor to make decisions by consensus, with each of Velaris and Paragon having one vote. If consensus is not reached by the Parties' Representatives pursuant to such vote, then disputes relating to: (a) the reconciliation of Actual Quarterly Costs, as set forth in Section 5.2(d), will be resolved in accordance with Section 11.7; (b) technical or scientific decisions in the course of operationalizing each Research Program, including the nature of activities to be performed by Paragon thereunder, and the determination as to whether CMC Activities should be performed with respect to a different Project Fusion Protein, shall be finally decided by [***]; and (c) the Budget for each Research Program (except with respect to the CMC Fee, which is determined in accordance with Section 2.1(c)(ii)), and all other matters not covered by clauses (a) or (b), shall be finally decided by [***]. For clarity, and notwithstanding the creation of the JDC, each Party shall retain the rights, powers and discretion granted to it hereunder, and the JDC shall not be delegated or vested with such rights, powers or discretion unless such delegation or vesting is expressly provided herein, or the Parties expressly so agree in writing. The JDC shall not have the power to amend, waive or modify any term of this Agreement, and no decision of the JDC shall be in contravention of any terms and conditions of this Agreement. It is understood and agreed that issues to be formally decided by the JDC are limited to those specific issues that are expressly provided in this Agreement to be decided by the JDC.

3.5 Disbandment. The JDC shall remain in effect from the date on which it is established in accordance with Section 3.1 until, on a Research Program-by-Research Program basis, the expiration of the applicable Research Term.

ARTICLE 4
OPTION; LICENSE

4.1 Grant of Option. Subject to the terms and conditions of this Agreement, on a Research Program-by-Research Program basis, Paragon hereby grants to Velaris, during the Term and subject to delivery of the Election Notice in accordance with Section 4.3, an exclusive option ("**Option**") to be granted an exclusive license under the Project Fusion Protein Technology for the applicable Research Program to Develop, Manufacture and Commercialize Project Fusion Proteins, Derived Fusion Proteins and Products in the Field in the Territory.

4.2 Limited License Grant During Option Period. Subject to the terms and conditions of this Agreement, on a Research Program-by-Research Program basis, and effective only during the Term, Paragon hereby grants to Velaris (a) a limited, exclusive, royalty-free license, without the right to sublicense, under the Project Fusion Protein Technology arising from such Research Program and, (b) to the extent Controlled by Paragon for this purpose and applicable, a limited, non-exclusive, royalty-free license, without the right to sublicense, under the Paragon In-Licensed IP for such Research Program, in each case solely to evaluate the Option and for the purpose of allowing Velaris to determine whether to exercise the Option with respect to such Research Program.

4.3 Option Exercise. On a Research Program-by-Research Program basis, Velaris may, in its sole discretion, exercise the Option for a Research Program by delivering written notice of such exercise to Paragon ("**Election Notice**") at any time during the period beginning on the initiation of activities under such Research Program and ending [***] following Velaris's receipt of the Deliverables for such Research Program, or such longer period as agreed upon by the Parties ("**Option Period**").

4.4 License Agreement Execution After Option Exercise. Within [***] of Velaris's exercise of its Option with respect to a Research Program as set forth in Section 4.3, subject to any extension as mutually agreed by the Parties, the Parties shall use [***] to finalize and execute a definitive written agreement consistent with the economic and other terms set forth on Exhibit B (each, a "**License Agreement**"). If the Parties, despite using reasonable efforts to reach definitive agreement on the terms of a License Agreement, are unable to finalize and execute a License Agreement within such [***] period (as may be extended), then either Party may elect to resolve such dispute (a "**License Agreement Dispute**") in accordance with Exhibit D by providing [***] notice thereof to the other Party within [***] following the end of such [***] period.

4.5 Effect of Non-Exercise of Option. On a Research Program-by-Research Program basis, if (a) Velaris fails to exercise the Option for a Research Program in accordance with Section 4.3 prior to expiration of the applicable Option Period, or (b) Velaris exercises the Option for a Research Program in accordance with Section 4.3 but (i) the Parties are unable to finalize and execute a License Agreement within the period set forth in Section 4.4 (as may be extended) and (ii) neither Party has delivered notice of a License Agreement Dispute within the applicable [***] period in accordance with Section 4.4, then, automatically and immediately upon such expiration or the end of such [***] period, as applicable, and without any further action by either Party: (1) the Option and all rights and licenses granted to Velaris under this Agreement with respect to such Research Program (including the licenses granted under Section 4.2) shall terminate and be of no further force or effect; (2) the Research Term for such Research Program shall terminate and Paragon shall have no further obligation to perform any activities under the applicable Research Plan or otherwise with respect to such Research Program; (3) Velaris shall have no right, title or interest in or to, and shall cease all use of, the Project Fusion Proteins, Project Fusion Protein Technology, Deliverables and Paragon's Confidential Information; (4) to the extent not previously assigned, Velaris hereby assigns to Paragon all of Velaris's right, title and interest in and to any Paragon Owned Technology relating to such Research Program in accordance with Section 6.1(b); and (5) Paragon shall be free to develop, manufacture, commercialize or otherwise exploit the Project Fusion Proteins and Project Fusion Protein Technology for such Research Program, either on its own or with, for the benefit of, or sponsored by, any Third Party, including granting any license to any Third Party, in each case without any obligation or liability to Velaris. The foregoing shall not release Velaris from any payment obligation that accrued prior to such expiration or termination, including any Development Costs, CMC Fees and non-cancellable obligations payable in accordance with Article 5 or Section 9.3, as applicable.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

ARTICLE 5
PAYMENTS

5.1 Research Initiation Fee. Velaris shall pay to Paragon, on a Research Program-by-Research Program basis, a one-time nonrefundable, non-creditable fee of Three Million Dollars ($3,000,000) (each such fee, the "**Research Initiation Fee**"); *provided, that* the aggregate Research Initiation Fees payable for all Research Programs for which the Research Term commenced prior to the first occurrence of a Qualified Financing shall not exceed Twelve Million Dollars ($12,000,000). Notwithstanding the foregoing, no Research Initiation Fee shall be payable with respect to Research Program 3. The Research Initiation Fee for each Research Program (other than Research Program 3) shall be payable no later than thirty (30) days following the later of (a) finalization of the Research Plan for such Research Program and (b) the first occurrence of a Qualified Financing. For clarity, the Research Initiation Fee is nonrefundable, non-creditable, and separate from any Development Costs (including the Pre-Effective Date Development Costs) or Cost Advance paid or owing with respect to a particular Research Program.

5.2 Development Costs.

(a) The monthly rate for the Development Fees (the "**Monthly Rate**") shall be determined and charged on a Research Program-by-Research Program and calendar month-by-calendar month basis. For the period beginning on the Effective Date and continuing through December 31, 2026, the Monthly Rate for each Research Program in a particular calendar month shall be [***]; *provided, however*, that Paragon shall have the right to adjust the Monthly Rate on an [***] basis to account for inflation and other increases in costs, effective as of January 1 of the applicable Calendar Year, by providing written notice thereof to Velaris at least [***] prior to the end of the [***].

(b) On a quarterly and Research Program-by-Research Program basis, unless Velaris has already paid a Cost Advance for the prior Calendar Quarter in accordance with Section 5.2(c), Paragon will deliver an invoice to Velaris for the Development Costs incurred by Paragon in the performance of each Research Program during such Calendar Quarter, including [***] and any [***] incurred during such Calendar Quarter in a manner consistent with the applicable Budget and Velaris will pay such amount within [***] after receipt of Paragon's invoice.

(c) At Paragon's request, on a quarterly and Research Program-by-Research Program basis, Velaris will advance to Paragon any Development Costs contemplated in the applicable Budget, including [***], and any [***] reasonably expected to be incurred by Paragon in the performance of such Research Program during the upcoming [***] in accordance with the applicable Research Plan and Budget (less any pre-payments for Third Party Costs from earlier [***] that Paragon reasonably anticipates will be carried over to such upcoming [***]) (the "**Cost Advance**"). Paragon's request for the Cost Advance for an upcoming Calendar Quarter will be made by delivering an invoice to Velaris prior to the start of such Calendar Quarter, and Velaris will pay the Cost Advance within [***] after receipt of Paragon's invoice.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

(d) Within [***] after the end of each Calendar Quarter in which any Third Party Costs have been paid, Paragon will calculate and provide to Velaris a written reconciliation on a Research Program-by-Research Program basis, of its actually-incurred Third Party Costs (incurred in a manner consistent with the Budget) for the prior Calendar Quarter for which any Third Party Costs have been paid ("**Actual Quarterly Costs**") against the Third Party Costs paid for that Calendar Quarter, including reasonable documentation of such Actual Quarterly Costs. The form of such reconciliation shall be subject to JDC review and approval. If the amounts paid for Third Party Costs for a Research Program exceed the Actual Quarterly Costs for such Research Program, then Paragon will credit such excess payment against Development Costs contemplated in the applicable Budget for such Research Program and reasonably expected to be incurred by Paragon in the performance of such Research Program during any upcoming Calendar Quarter and Velaris will deduct such amount from its next quarterly invoice. If the amounts paid for Third Party Costs for a Research Program are less than the Actual Quarterly Costs for such Research Program, then Paragon will invoice Velaris for the difference and Velaris will pay such amount together with its next quarterly invoice for such Research Program. If no further amounts will be owed to Paragon hereunder, Paragon will refund such amount. For clarity, the above reconciliation will not apply to Development Fees for a Research Program.

(e) Notwithstanding Sections 5.2(a), 5.2(b), 5.2(c) and 5.2(d) to the contrary, the Parties acknowledge that Paragon has incurred (i) (x) approximately Seven Million Four Thousand Six Hundred Seven Dollars ($7,004,607) in Development Costs through September 30, 2026, and (y) certain additional Development Costs between October 1, 2026 and the Effective Date, as a result of work performed by Paragon under the Letter Agreement or otherwise at risk on Research Program 1, (ii) (x) approximately Three Million One Hundred Thirteen Thousand Two Hundred Thirty Dollars ($3,113,230) in Development Costs through September 30, 2026, and (y) certain additional Development Costs between October 1, 2026 and the Effective Date, as a result of work performed by Paragon under the Letter Agreement or otherwise at risk on Research Program 2, and (iii) (x) approximately One Million One Hundred Thirty-Two Thousand Ten Dollars ($1,132,010) in Development Costs through September 30, 2026, and (y) certain additional Development Costs between October 1, 2026 and the Effective Date, as a result of work performed by Paragon at risk on Research Program 3 (the costs described in (i)-(iii), the "**Pre-Effective Date Development Costs**"). Velaris shall reimburse Paragon for the Pre-Effective Date Development Costs within [***] after Velaris's receipt of a written invoice that details the Pre-Effective Date Development Costs.

(f) If a Research Plan requires Paragon to perform CMC Activities in furtherance of the applicable Research Program, then Velaris shall pay Paragon the CMC Monthly Fee until the full amount of the CMC Fee has been paid. On a quarterly and Research Program-by-Research Program basis, Paragon will deliver an invoice to Velaris for the CMC Monthly Fees accrued for the prior Calendar Quarter and Velaris will pay such amount within [***] after receipt of Paragon's invoice. For clarity, the CMC Fee is separate from any Development Costs or Cost Advance paid or owing with respect to a Research Program.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

(g) All payments made by Velaris under this Section 5.2 shall be non-refundable and non-creditable except as otherwise provided in Section 5.2(d) with respect to reconciling excess amounts paid for Third Party Costs which cannot otherwise be credited.

5.3 Milestones. On a Research Program-by-Research Program and Velaris Product-by-Velaris Product basis, Velaris shall make the following one-time non-refundable and non-creditable milestone payments to Paragon (or to such other designee(s), as designated by Paragon) as set forth below (each payment, a "**Milestone Payment**"), based on the achievement of the corresponding milestone set forth below (each, a "**Milestone**") by Velaris, its Affiliates, or its sublicensee. Velaris shall notify Paragon [***] within [***] of the first achievement of each Milestone with respect to a Velaris Product by Velaris, its Affiliate or sublicensee. Following receipt of such notice, Paragon shall invoice Velaris for the corresponding Milestone Payment, which invoice shall specify the bank account information into which such Milestone Payment should be paid. Velaris shall make such Milestone Payment to Paragon or Paragon's designee within [***] after receipt of Paragon's invoice. Each Milestone Payment shall be paid no more than once per Velaris Product for a given Research Program, and Velaris's total Milestone Payments hereunder per Velaris Product (together with any such Milestone Payments per each such Velaris Product achieved and payable pursuant to a subsequently executed License Agreement with respect to such Research Program) shall not exceed Sixty-Two Million Five Hundred Thousand Dollars ($62,500,000). For avoidance of doubt, upon achievement of any Milestone for a Velaris Product, all prior unachieved Milestones for such Velaris Product shall be deemed thereby achieved and, if the Milestone Payment for any such prior Milestone has not previously been paid, it shall thereupon also be paid at the same time that the Milestone Payment for such subsequent achieved Milestone is paid. The Parties acknowledge and agree that once the License Agreement for a Research Program has been executed and is effective, any Milestone for a Velaris Product under such Research Program set forth in this Agreement that (a) has not yet been achieved, and (b) is duplicated in the License Agreement, together with the corresponding Milestone Payment, shall no longer be achievable and payable under the terms of this Agreement and shall only be achievable and payable under the terms of the License Agreement. Additionally, for the avoidance of doubt, if a Milestone with respect to a Velaris Product is achieved and paid by Velaris pursuant to this Agreement, then there shall be no Milestone Payment due for the achievement of such Milestone for such Velaris Product under a subsequently executed License Agreement for the applicable Research Program, notwithstanding the inclusion of the same Milestone in Exhibit B hereto or in such License Agreement.

#	Regulatory/Development Milestones per Velaris Product	Amount
1	[***]	$[***]
2	[***]	$[***]
3	[***]	$[***]
4	[***]	$[***]
5	[***]	$[***]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

Notwithstanding anything to the contrary in this Section 5.3, on a Research Program-by-Research Program and Velaris Product-by-Velaris Product basis, if Velaris ceases all Development of a first Velaris Product of such Research Program after the Achievement of Development Candidate for such first Velaris Product and, thereafter, Velaris's Board of Directors nominates a second Velaris Product of such Research Program as a development candidate that is (i) a bona fide back-up to such first Velaris Product, and (ii) for the same Selected Receptor and the same indication (a "**Back-Up Velaris Product**"), then [***].

5.4 Financial Records. Paragon shall keep complete and accurate books of account and records in sufficient detail to enable the Development Costs payable under this Agreement to be determined. Such books and records shall be kept at the principal place of business of Paragon, for at least [***] following the end of the [***] to which such books and records pertain and Velaris shall be entitled to inspect such books and records at Paragon's offices upon Velaris's reasonable request.

5.5 Manner and Method of Payment. All cash payment amounts hereunder are expressed in U.S. dollars (USD) unless otherwise specified. Each payment shall be made by electronic funds transfer in immediately available funds to a bank and account designated in writing by Paragon, unless otherwise specified in writing by Paragon.

5.6 Tax. Each Party shall be responsible for paying its own respective taxes in connection with any activities that it performs and any payments that it receives under this Agreement. The Parties will commit [***] to provide each other with any tax forms that may be reasonably necessary in order for either Party to not pay or withhold tax or to pay or withhold tax at a reduced rate under an applicable income tax treaty.

5.7 Late Payments. In the event that any cash payment due for any undisputed amount under this Agreement is not made when due, then the cash payment shall accrue interest from the date due at a per annum rate equal to [***] above the then-current per annum prime rate reported by the *Wall Street Journal* (U.S., Western Edition) or, if lower, the maximum legal annual interest rate.

5.8 Equity Grants.

(a) Except as expressly agreed otherwise by the Parties in writing and subject to this Section 5.8, Velaris will grant to Paragon an initial warrant (the "**Initial Warrant**") to purchase a number of Shares equal to 1.00% of the outstanding Shares as of the date of the grant, on a fully-diluted basis ("**Fully-Diluted Basis**"). For purposes of this Section 5.8, the number of shares outstanding on a Fully-Diluted Basis shall be calculated (x) assuming the exercise or

conversion of all convertible non-voting preferred stock, stock options, pre-funded warrants, warrants, convertible notes and other convertible, exercisable or exchangeable securities or other instruments, whether not then vested, exercisable or convertible, and (y) including all Shares and all securities convertible into or exercisable or exchangeable for Shares that are to be issued or issuable in connection with any merger, acquisition, financing (including any private investment in public equity or other concurrent financing) or other transaction that, as of the date of the grant, has been publicly announced (including by press release or filing with the U.S. Securities and Exchange Commission) or is the subject of a definitive agreement that has been executed, in each case whether or not such transaction has been consummated as of the date of the grant and whether or not its consummation remains subject to the satisfaction of closing conditions, including stockholder or regulatory approvals. Without limiting the foregoing, in the case of a Reverse Merger (as defined below), the Fully-Diluted Basis shall include all Shares and securities to be issued or issuable in such Reverse Merger and in any financing contemplated by, or to be consummated concurrently with or as a condition to the closing of, such Reverse Merger, whether or not such financing has been separately announced or consummated as of the date of the grant. The exercise price of the Initial Warrant shall equal the fair market value of the underlying Shares on the date of the grant, which grant shall be made on the earliest to occur of the following dates (the "**Initial Warrant Date**"):

(i) in the case of a reverse merger transaction pursuant to which Velaris or any entity that directly or indirectly owns a majority of the equity securities of, or controls, Velaris (such entity, a "**Velaris Parent**") first becomes a Reporting Company (a "**Reverse Merger**"), the date of the public announcement of such Reverse Merger if such Reverse Merger is not consummated at the same time as the execution of the definitive agreements for such Reverse Merger;

(ii) in the case of a Reverse Merger if such Reverse Merger is consummated at the same time as the execution of the definitive agreements for such Reverse Merger, the date that is one hundred twenty (120) days after the date of consummation of such Reverse Merger; or

(iii) the date that is one hundred twenty (120) days after the date when Velaris or Velaris Parent first becomes a Reporting Company, whether through the consummation of an initial public offering, reverse merger transaction, direct listing or otherwise.

(b) Except as expressly agreed otherwise by the Parties in writing and subject to this Section 5.8, Velaris will grant to Paragon a second warrant (the "**Second Warrant**") to purchase a number of Shares equal to 1.00% of the outstanding Shares as of the date of the grant, on a Fully-Diluted Basis. The exercise price of the Second Warrant shall equal the fair market value of the underlying Shares on the date of the grant, which grant shall be made on the twelve (12) month anniversary of the Initial Warrant Date.

(c) In the event that Velaris Parent is or will be the Reporting Company, Paragon shall be entitled to receive the Initial Warrant and/or the Second Warrant from Velaris Parent and not Velaris by providing written notice thereof to Velaris.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

(d) The Initial Warrant and the Second Warrant will be exercisable for a period of ten (10) years following the date of the grant of each such warrant. The rights and obligations of this Section 5.8 shall survive in the event of expiration or any termination of this Agreement, other than in the case of a termination of this Agreement by Velaris pursuant to Section 9.2.

ARTICLE 6
INTELLECTUAL PROPERTY RIGHTS

6.1 Ownership.

(a) **Background IP**. As between the Parties, each Party will retain all right, title and interest in and to all of its Background IP.

(b) **Ownership of Inventions**. Subject to the rights and licenses granted to Velaris in this Agreement, as between the Parties, Paragon shall own all right, title and interest in and to all inventions, discoveries, sequences, data, results, analyses, conclusions, outcomes, information, documentation and reports, whether or not patentable, that are discovered, reduced to practice or generated under a Research Program, and all Intellectual Property Rights therein (collectively, the "**Paragon Owned Technology**"), irrespective of inventorship. Velaris agrees to assign and hereby assigns to Paragon all of Velaris's right, title and interest in and to the Paragon Owned Technology. Velaris shall execute and deliver, and shall cause its Affiliates to execute and deliver, such additional documents, instruments, conveyances and assurances and take any such further actions as may be reasonably required to ensure that all right, title and interest in the Paragon Owned Technology is effectively assigned to and held by Paragon. Velaris and its Affiliates shall cause all of its and their employees and non-employee JDC members who, in each case, generated, conceived of or created any Paragon Owned Technology to assign without additional consideration all ownership rights in such Paragon Owned Technology to Paragon.

6.2 Patent Prosecution, Maintenance and Enforcement – Project Fusion Protein Patents.

(a) On a Research Program-by-Research Program basis, prior to execution of the License Agreement for a Research Program, Paragon shall have the sole right, but not the obligation, to prepare, file, prosecute, maintain, enforce and defend any Project Fusion Protein Patents, and Velaris shall reasonably cooperate and assist Paragon in such preparation, filing, prosecution, maintenance and enforcement, at Paragon's request. On a Research Program-by-Research Program basis, following execution of the License Agreement for a Research Program, (i) with respect to Project Fusion Protein Patents that have been filed prior to the execution of such License Agreement, the Parties' respective rights relating to the preparation, filing, prosecution, maintenance and enforcement of such Project Fusion Protein Patents shall be as set forth therein and Velaris shall reimburse Paragon for any costs and expenses actually incurred by Paragon in the prosecution and maintenance of any such Project Fusion Protein Patents in accordance with the terms of such License Agreement, and (ii) with respect to Project Fusion Protein Patents that have not been filed prior to the execution of such License Agreement, (1) Paragon shall have the sole right, but not the obligation, to prepare, file, prosecute, maintain and enforce such Project

Fusion Protein Patents until the date on which the Final Deliverable for such Research Program is delivered to Velaris, and during such period Paragon shall provide Velaris with drafts of all proposed filings to any patent office with respect to such Project Fusion Protein Patents in reasonably adequate time before submission of such filings for Velaris's review and comment, and (2) following the date on which the Final Deliverable for such Research Program is delivered to Velaris, the Parties' respective rights relating to the preparation, filing, prosecution, maintenance and enforcement of such Project Fusion Protein Patents shall be as set forth in such License Agreement and Velaris shall reimburse Paragon for any costs and expenses actually incurred by Paragon in the prosecution and maintenance of any such Project Fusion Protein Patents in accordance with the terms of the License Agreement. Costs and expenses incurred by Paragon in preparing, filing, prosecuting, maintaining, enforcing and defending Project Fusion Protein Patents pursuant to this Section 6.2(a) (other than costs and expenses that are reimbursable pursuant to clauses (i) and (ii)(2) above) shall be Third Party Costs reimbursable by Velaris in accordance with Section 5.2.

(b) Velaris covenants and agrees that it will not file or prosecute any Patents Covering any Project Fusion Protein or Derived Fusion Protein or any component thereof (including without limitation any Project Fusion Protein Inventions) during the Term of this Agreement except as permitted under a License Agreement executed by both Parties with respect to a given Research Program.

6.3 Defense of Claims Brought by Third Parties. If a Party becomes aware of any actual or potential claim that the Development, Manufacture or Commercialization of any Project Fusion Protein, Derived Fusion Protein or Product infringes or in the future will infringe the Intellectual Property Rights of any Third Party, such Party will [***] notify the other Party. In any such instance, the Parties will [***] thereafter meet (which may be through the JDC) to discuss [***] the best response to such notice. Certain additional rights and obligations of the Parties with respect to any such claim will be set forth in the applicable License Agreement (to the extent applicable).

6.4 No Implied Licenses. Except as expressly set forth herein, no right or license under any Patents, Know-How or Intellectual Property Right of either Party is granted or shall be granted by implication hereunder. All such rights or licenses are or shall be granted only as expressly provided in this Agreement or the applicable License Agreement.

6.5 Paragon Data Use Rights. Notwithstanding anything to the contrary in this Agreement or any License Agreement, on a Research Program-by-Research Program basis, Paragon and its Affiliates retain the right to use all data and information generated by or on behalf of Paragon under a Research Program or the Letter Agreement, including data and information included in the Project Fusion Protein Technology and any learnings acquired as a result of the activities conducted under this Agreement and the License Agreement, for any and all purposes, *provided, that* if the Parties enter into a License Agreement for a Research Program, then such retained rights shall be subject to and limited by any restrictive covenants applicable to Paragon that are set forth in such License Agreement.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

ARTICLE 7
PROTECTION OF CONFIDENTIAL INFORMATION

7.1 Confidentiality. Except to the extent expressly authorized by this Agreement, the Receiving Party agrees that, during the Term and for [***] thereafter, it shall keep confidential and shall not publish or otherwise disclose to any Third Party, and shall not use for any purpose other than as expressly provided for in this Agreement, any Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party to those of the Receiving Party's Representatives who have a need for such information; *provided, that* the Receiving Party shall advise such Representatives of the confidential nature thereof, shall ensure that each such Representative is bound in writing by obligations of confidentiality and non-use at least as stringent as those contained in this Agreement, and shall be responsible for the compliance of its Representatives with the terms of this Agreement. The Receiving Party shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than reasonable care) to ensure that its Representatives do not disclose or make any unauthorized use of the Confidential Information of the Disclosing Party. The Receiving Party shall [***] notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

7.2 Exceptions. The Receiving Party's obligations under Section 7.1 shall not apply to any Confidential Information of the Disclosing Party that the Receiving Party can prove by competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party in breach of this Agreement, generally known or available; (b) is known by the Receiving Party at the time of receiving such information from the Disclosing Party; (c) is hereafter furnished to the Receiving Party by a Third Party, as a matter of right and without restriction on disclosure; or (d) is independently discovered or developed by the Receiving Party, without the aid, use or application of any Confidential Information of the Disclosing Party. Notwithstanding anything to the contrary in this Article 7, Paragon's retention and use of data in accordance with Section 6.5 shall not constitute a breach of this Agreement.

7.3 Authorized Disclosure. Notwithstanding the provisions of this Article 7, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is:

(a) required by a valid order of a court or other governmental body of competent jurisdiction or as otherwise required by Applicable Law, rule, regulation (including securities laws and regulations), government requirement, or as may be required in connection with any filings made with, or by the disclosure policies of, a stock exchange; *provided, that* the Receiving Party shall give reasonable prior written notice to the Disclosing Party of such required disclosure and, at the [***] request and expense, shall cooperate with the Disclosing Party's efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law, rule or regulation required, or to obtain other confidential treatment of such Confidential Information; or

(b) reasonably necessary to file or prosecute patent applications, prosecute or defend litigation or otherwise establish rights or enforce obligations under this Agreement, in each case, in accordance with this Agreement.

7.4 No Requirement to Disclose Paragon Platform Technology. Notwithstanding anything to the contrary in this Agreement, Paragon will not be required to disclose any of the Paragon Platform Technology to Velaris other than as required to be included in the Deliverables.

7.5 Use of Names. Neither Party shall use the other Party's name or trademarks in any advertising, sales, or promotional material or in any publication without the prior written consent of such other Party.

7.6 Confidentiality of this Agreement. This Agreement and its terms are considered Confidential Information of both Parties, and each Party shall keep confidential and shall not publish or otherwise disclose the terms of this Agreement without the prior written consent of the other Party, except as expressly permitted by Section 7.3 or Section 7.7, and except that either Party may disclose this Agreement and its terms to actual or potential investors, lenders, other financing sources, acquirors, merger partners, licensees and other strategic partners in connection with due diligence or similar investigations by such Third Parties or in confidential financing documents; *provided*, in each case, that any such Third Party agrees to be bound by obligations of confidentiality and non-use at least as restrictive as those set forth in this Article 7 (*provided, that* the confidentiality term applicable to such Third Party may be shorter so long as it is commercially reasonable).

7.7 Publicity. Except to the extent required by Applicable Law or the rules of any stock exchange or listing agency, neither Party shall issue a press release announcing that they have entered into a Fusion Protein discovery partnership, without the other Party's prior written consent, which shall not be unreasonably withheld.

ARTICLE 8
REPRESENTATIONS, WARRANTIES AND COVENANTS; DISCLAIMER

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that:

(a) it is duly organized and validly existing under the laws of its jurisdiction of incorporation or formation, and has full corporate or other power and authority to enter into this Agreement and to carry out the provisions hereof;

(b) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; and

(c) this Agreement is legally binding upon it, enforceable in accordance with its terms, and does not and will not conflict with any agreement, instrument, or understanding, oral or written, to which it is or may become a party or by which it may be or become bound.

8.2 Paragon Representations, Warranties and Covenants. Paragon hereby represents, warrants and covenants to Velaris that:

(a) it will perform its activities under a Research Program with due care and in accordance with (i) Applicable Law, (ii) the terms and conditions contained herein and the applicable Research Plan, and (iii) generally prevailing industry standards;

(b) neither it nor any of its Affiliates have entered or will enter, directly or indirectly, into any contract or any other transaction with any Third Party or Affiliate that conflicts or derogates from its undertakings under this Agreement;

(c) it has the right, power and authority to use the Paragon Platform Technology in performance of the Research Plans and the performance of its obligations under this Agreement, in each case in accordance with the terms hereof;

(d) each Representative employed or engaged by Paragon or its Affiliate to conduct the activities under a Research Program has assigned and has executed an agreement assigning its entire right, title and interest in and to Project Fusion Protein Technology to Paragon;

(e) there are no claims, actions, or proceedings pending or threatened, nor are there any formal inquiries initiated or written notices received that may lead to the institution of any such legal proceedings, in each case (or in aggregate) against Paragon or its properties, assets or business, which would, individually or in the aggregate, have a material adverse effect on, or materially prevent, Paragon's ability to perform under this Agreement or to grant the Option or other rights granted to Velaris under this Agreement; and

(f) none of Paragon, its Representatives, or any other person used by Paragon in the performance of this Agreement has been or is (i) debarred, convicted, or is subject to a pending debarment or conviction, pursuant to section 306 of the United States Federal Food Drug and Cosmetic Act, 21 U.S.C. § 335a, (ii) listed by any government or regulatory agencies as ineligible to participate in any Federal healthcare programs (as that term is defined in 42 U.S.C. 1320a-7b(f)) or government procurement or non-procurement programs, or excluded, debarred, suspended or otherwise made ineligible to participate in any such program, or (iii) convicted of a criminal offense related to the provision of healthcare items or services, or is subject to any such pending action. Paragon agrees to inform Velaris [***] if Paragon or any person who is performing activities on its behalf under the Agreement is subject to the foregoing, or if any action, suit, claim, investigation, or proceeding relating to the foregoing is pending or threatened.

8.3 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

ARTICLE 9
TERM AND TERMINATION

9.1 Term. The term of this Agreement ("**Term**") shall commence on the Effective Date and, subject to earlier termination in accordance with this Article 9, shall continue on a Research Program-by-Research Program basis until the expiration or termination of the applicable Research Term and shall expire or terminate in its entirety upon the expiration or termination of the last Research Term.

9.2 Termination of Agreement for Material Breach. Each Party shall have the right to terminate this Agreement or a Research Program upon thirty (30) days' prior written notice (or ten (10) days' prior written notice in the case of a payment breach) to the other Party upon or after the material breach of any provision of this Agreement by the other Party if the breaching Party has not cured such breach by the end of such thirty (30) day period (or ten (10) day period in the case of a payment breach).

9.3 Termination for Convenience. Velaris shall have the right to terminate this Agreement in its entirety or any Research Program for any reason or no reason upon thirty (30) days' prior written notice to Paragon; *provided, that* (a) Velaris will pay Paragon any unpaid fees due for Development Costs accrued prior to such effective termination date for any terminated Research Program, (b) Velaris will pay Paragon any non-cancellable obligations reasonably incurred by Paragon in connection with its activities under any terminated Research Program, as evidenced by Paragon's records, and (c) if the Research Plan for any terminated Research Program includes CMC Activities, and if the aggregate amount of the CMC Monthly Fees paid by Velaris as of the effective date of termination for such Research Program is less than three-fourths (3/4) of the total CMC Fee, then Paragon will invoice Velaris for the difference between three-fourths (3/4) of the total CMC Fee and the aggregate amount of the CMC Monthly Fees paid by Velaris as of the effective date of termination, which shall be payable by Velaris on a non-refundable and non-creditable basis within [***] of receipt of an invoice in accordance with Section 5.5.

9.4 Termination for Delay. Paragon shall have the right to terminate this Agreement or a Research Program immediately upon written notice to Velaris if, as a result of any action or failure to act by Velaris or its Affiliates, such Research Program or all material activities under the applicable Research Plan are suspended, discontinued or otherwise delayed for a period of four (4) consecutive months.

9.5 Termination for a Bankruptcy Event. Each Party will have the right to terminate this Agreement in the event of a Bankruptcy Event with respect to the other Party. "**Bankruptcy Event"** means the occurrence of any of the following: (a) the institution of any bankruptcy, receivership, insolvency, reorganization or other similar proceedings by or against a Party under any bankruptcy, insolvency, or other similar law now or hereinafter in effect, including any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof (the "**Bankruptcy Code**"), where in the case of involuntary proceedings, such proceedings have not been dismissed or discharged within [***] after they are instituted, (b) the insolvency or making of an assignment for the benefit of creditors or the admittance by a Party of any involuntary debts as they mature, (c) the institution of any reorganization, arrangement or other readjustment of debt plan of a Party not involving the Bankruptcy Code, (d) the appointment of a receiver for all or substantially all of a Party's assets, or (e) any corporate action taken by the board of directors of a Party in furtherance of any of the foregoing actions.

9.6 Disposal of Confidential Information. In the event this Agreement in its entirety or any Research Program expires or is terminated and the Parties have not entered into a License Agreement with respect to any expired or terminated Research Program, each Party shall return to the other Party all Confidential Information of such other Party (including all copies thereof) in such Party's possession related to such expired or terminated Research Program; *provided, however*, that each Party may retain one copy of such other Party's Confidential Information in such Party's secure archives for the sole purpose of monitoring compliance with its obligations hereunder or Applicable Law. Notwithstanding the foregoing, nothing in this Section 9.6 shall require Paragon or its Affiliates to return or destroy any data that Paragon may retain and use in accordance with Section 6.5.

9.7 Accrued Rights; Survival. The expiration or termination of this Agreement for any reason shall not release either Party from any liability or obligation that, at the time of such expiration or termination, has already accrued to the other Party or that is attributable to a period prior to such expiration or termination, nor will expiration or any termination of this Agreement preclude either Party from pursuing all rights and remedies it may have under this Agreement, or at law or in equity, with respect to breach of this Agreement. In the event of expiration or any termination of this Agreement, the following provisions of this Agreement shall survive such expiration or termination in accordance with their respective terms and conditions: Article 5, Article 7, Article 10 and Article 11, as well as Sections 2.3, 4.5, 6.1, 6.2(a), 6.4, 6.5, 9.3, 9.6 and 9.7.

ARTICLE 10
INDEMNIFICATION; LIMITATION OF LIABILITY

10.1 By Velaris. Velaris hereby agrees to defend, indemnify, and hold harmless Paragon, its Affiliates and its or their Representatives (each, a "**Paragon Indemnitee**") from and against any and all losses, damages, liabilities, expenses, and costs, including reasonable legal expense and attorneys' fees (collectively, "**Losses**"), to which any Paragon Indemnitee may become subject as a result of any claim, demand, action, or other proceeding by any Third Party ("**Third Party Claim**") to the extent such Losses result from: (a) the negligence or willful misconduct of any Velaris Indemnitee in the performance of this Agreement; or (b) the material breach by any Velaris Indemnitee of this Agreement; except, in each case, to the extent such Losses result from the negligence or willful misconduct of any Paragon Indemnitee or the material breach by Paragon of this Agreement, or where such Losses are subject to indemnification pursuant to Section 10.2 below.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

10.2 By Paragon. Paragon hereby agrees to defend, indemnify, and hold harmless Velaris, its Affiliates and their Representatives (each, a "**Velaris Indemnitee**") from and against any and all Losses to which any Velaris Indemnitee may become subject as a result of any Third Party Claim to the extent such Losses result from: (a) the negligence or willful misconduct of any Paragon Indemnitee in the performance of this Agreement; or (b) the material breach by any Paragon Indemnitee of this Agreement; except, in each case, to the extent such Losses result from the negligence or willful misconduct of any Velaris Indemnitee, the material breach by Velaris of this Agreement, or where such Losses are subject to indemnification pursuant to Section 10.1 above.

10.3 Indemnification Procedure. In connection with any Third Party Claim for which a Party (the "**Indemnified Party**") seeks indemnification from another Party (the "**Indemnifying Party**") pursuant to this Agreement, the Indemnified Party will: (a) give the Indemnifying Party [***] notice of the Third Party Claim; *provided, however,* that failure to provide such notice will not relieve the Indemnifying Party from its liability or obligation hereunder, except to the extent of any material prejudice as a direct result of such failure; (b) cooperate with the Indemnifying Party, at the Indemnifying Party's expense, in connection with the defense and settlement of the Third Party Claim; and (c) permit the Indemnifying Party to control the defense and settlement of the Third Party Claim; *provided, however,* that the Indemnifying Party may not settle the Third Party Claim without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed, in the event that such settlement materially adversely impacts the Indemnified Party's rights or obligations. Further, the Indemnified Party will have the right to participate (but not control) and be represented in any suit or action by advisory counsel of its selection and at its own expense.

10.4 Limitation of Liability. EXCEPT FOR LIABILITY FOR BREACH OF ARTICLE 7 OR FOR INDEMNIFICATION CLAIMS UNDER ARTICLE 10, IN NO EVENT SHALL EITHER PARTY BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH OTHER PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 11
MISCELLANEOUS

11.1 Independent Contractor Relationship. Paragon's relationship with Velaris is that of an independent contractor, and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship. Neither Party is an agent of the other Party or authorized to make any representation, contract or commitment on behalf of the other Party.

11.2 Force Majeure. Neither Party will be charged with any liability for delay or failure in performance of an obligation under this Agreement (other than any obligation to pay monies when due) to the extent such delay or failure is due to a cause beyond the reasonable control of the affected Party, such as war, riots, labor disturbances, epidemic, pandemic, fire, explosion, and compliance in good faith with any Applicable Law. The Party affected will give [***] notice to the other Party of the nature of the cause of any material delay or failure to perform, its

anticipated duration and any action being taken to avoid or minimize the effect. The Party affected will use its diligent efforts to avoid or remove such causes of delay or failure to perform and to mitigate the effect of such occurrence, and will continue performance in accordance with the terms of this Agreement whenever such causes are removed. The Party affected will give [***] notice to the other Party of such resumed performance. If any such failure or delay in a Party's performance hereunder continues for more than [***], the other Party may terminate this Agreement upon written notice to the affected Party.

11.3 Entire Agreement; Amendment. This Agreement, together with all Exhibits attached hereto, constitutes the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes the Letter Agreement (solely with respect to Research Program 1 and Research Program 2) and all other prior and contemporaneous understandings and agreements relating to its subject matter; *provided, that* the Letter Agreement shall remain in full force and effect in accordance with its terms with respect to the research programs designated as "Research Program 3," "Research Program 4" and "Research Program 5" thereunder, and nothing in this Agreement or any License Agreement shall restrict Paragon's performance of, or either Party's rights or obligations with respect to, any such research program. This Agreement (including its Exhibits) may not be changed, modified, amended, or supplemented except by a written instrument signed by both Parties.

11.4 Non-Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement or to exercise any right arising out of this Agreement shall neither impair that provision or right nor constitute a waiver of that provision or right, in whole or in part, in that instance or in any other instance. Any waiver by a Party of a particular provision or right shall be in writing, shall be as to a particular matter and, if applicable, for a particular period of time and shall be signed by such Party.

11.5 Severability. Should one or more of the provisions of this Agreement become void or unenforceable as a matter of Applicable Law, then this Agreement shall be construed as if such provision were not contained herein and the remainder of this Agreement shall be in full force and effect, and the Parties will use their best efforts to substitute for the invalid or unenforceable provision a valid and enforceable provision which conforms as nearly as possible with the original intent of the Parties.

11.6 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either Party without the prior written consent of the other Party (which consent shall not be unreasonably withheld); *provided, however*, that either Party may assign this Agreement and its rights and obligations hereunder without the other Party's consent to an Affiliate or to its successor to all or substantially all of the business of such Party to which this Agreement relates, whether by merger, sale of stock, sale of assets or otherwise. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties, and the name of a Party appearing herein will be deemed to include the name of such Party's successors and permitted assigns to the extent necessary to carry out the intent of this section. Any assignment not in accordance with this Agreement shall be void.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

11.7 Dispute Resolution. The Parties recognize that a *bona fide* dispute as to certain matters may arise from time to time during the Term relating to either Party's rights or obligations hereunder or otherwise relating to the validity, enforceability or performance of this Agreement, including disputes relating to alleged breach or termination of this Agreement (but excluding any License Agreement Disputes or disputes relating to the determination of the validity, scope, infringement, enforceability, inventorship or ownership of the Parties' respective Intellectual Property Rights) (hereinafter, a "**Dispute**"). In the event of the occurrence of any Dispute, the Parties will follow the following procedures in an attempt to resolve the dispute or disagreement:

(a) The Party claiming that such a Dispute exists will give notice in writing (a "**Notice of Dispute**") to the other Party of the nature of the Dispute.

(b) The Dispute will be referred to the then Chief Executive Officer or Chief Operating Officer of Paragon and the then Chief Executive Officer or President of Velaris who will meet no later than [***] following the initial receipt of the Notice of Dispute and use reasonable efforts to resolve the Dispute.

(c) If, within [***] of initial receipt of the Notice of Dispute, the Dispute has not been resolved, or if, for any reason, the meeting described in Section 11.7(b) hereof has not been held within [***] of initial receipt of the Notice of Dispute, then the Parties agree that such Dispute will be finally resolved through binding arbitration to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules, as specifically modified by the provisions of this Section 11.7(c). The arbitration will be conducted by a panel of three arbitrators. Within [***] after the initiation of the arbitration, each Party will nominate one person to act as arbitrator, and the two arbitrators so named will then jointly appoint the third arbitrator within [***] of their appointment, who will serve as chairman of the panel. All three arbitrators must be independent Third Parties having at least [***] of dispute resolution experience (which may include judicial experience) or legal or business experience in the biotech or pharmaceutical industry. If either Party fails to nominate its arbitrator, or if the arbitrators selected by the Parties cannot agree on a person to be named as chairman within such [***] period, JAMS will make the necessary appointments for such arbitrator(s) or the chairman. Once appointed by a Party, such Party will have no *ex parte* communication with its appointed arbitrator. The place of arbitration will be in Boston, Massachusetts or such other venue as the Parties may mutually agree. The arbitration proceedings and all communications with respect thereto will be in English. Any written evidence originally in another language will be submitted in English translation accompanied by the original or a true copy thereof. The arbitrators have the power to decide all matters in Dispute, including any questions of whether or not such matters are subject to arbitration hereunder. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1 *et seq.,* and judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof. The existence, content and results of any arbitration proceedings pursuant to this Section 11.7 will be deemed the Confidential Information of both Parties.

(d) Nothing in this Section 11.7 will preclude either Party from seeking equitable relief or interim or provisional relief from a court of competent jurisdiction, including a temporary restraining order, preliminary injunction or other interim equitable relief, concerning a dispute either prior to or during any arbitration if necessary to protect the interests of such Party or to preserve the status quo pending the arbitration proceeding. No remedy referred to in this Agreement is intended to be exclusive, but each will be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under Applicable Law.

(e) The Parties agree that any disputes relating to the determination of the validity, scope, infringement, enforceability, inventorship or ownership of the Parties' respective Intellectual Property Rights (which, for clarity, excludes License Agreement Disputes) will be submitted to a court of competent jurisdiction in the country in which such Intellectual Property Rights were granted or arose; *provided, however*, that, in the case where such country is the United States, the sole jurisdiction and venue for all actions, suits and proceedings arising out of any such dispute shall be the federal courts located in Boston, Massachusetts, and each Party hereby (i) irrevocably and unconditionally waives any objection to the laying of venue of any such action, suit or proceeding in the federal courts of Boston, Massachusetts, and (ii) agrees not to plead or claim in any such court that any such action, suit or proceeding brought in any such court has been brought in an inconvenient forum.

11.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflicts of laws principles.

11.9 Notices. Any notice to be given under this Agreement must be in writing and delivered either in person, by internationally recognized express courier, by email, or by facsimile, to the Party to be notified at its address(es) given below, or at any address such Party has previously designated by prior written notice to the other. Notice shall be deemed sufficiently given for all purposes upon the earliest of: (a) the date of actual receipt; (b) if delivered by express courier, the next Business Day the express courier regularly makes deliveries; or (c) if delivered by email, upon the date upon which the receipt of such email is confirmed by return email. Together with any notice provided by a Party to the other Party in accordance with this Section 11.9, the Party shall send a copy of such notice by email to such other Party.

If to Paragon:
Paragon Laboratories, Inc.
221 Crescent Street
Building 23, Suite 105
Waltham, MA 02453
Attn: [***]
Email: [***]

If to Velaris:
Velaris Therapeutics, Inc.
221 Crescent Street
Building 23, Suite 105
Waltham MA 02453
Attn: [***]
Email: [***]

11.10 Interpretation. Except where the context expressly requires otherwise, (a) the use of any gender herein shall be deemed to encompass references to either or both genders, and the use of the singular shall be deemed to include the plural (and vice versa), (b) the words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation", (c) the word "will" shall be construed to have the same meaning and effect as the word "shall", (d) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (e) any reference herein to any person or entity shall be construed to include such person's or entity's successors and assigns, (f) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (g) all references herein to Sections or Exhibits shall be construed to refer to Sections or Exhibits of this Agreement, and references to this Agreement include all Exhibits hereto, (h) the word "notice" means notice in writing (whether or not specifically stated) and shall include notices, consents, approvals and other written communications contemplated under this Agreement, (i) provisions that require that a Party, the Parties or any committee hereunder "agree," "consent" or "approve" or the like shall require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter, approved minutes or otherwise (but excluding e-mail and instant messaging), (j) references to any specific law, rule or regulation, or article, section or other division thereof, shall be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (k) the term "or" shall be interpreted in the inclusive sense commonly associated with the term "or". The headings of clauses contained in this Agreement preceding the text of the sections, subsections and paragraphs hereof are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement or have any effect on its interpretation or construction. Ambiguities and uncertainties in this Agreement, if any, shall not be interpreted against either Party, irrespective of which Party may be deemed to have caused the ambiguity or uncertainty to exist. This Agreement has been prepared in the English language, and the English language shall control its interpretation. In addition, all notices required or permitted to be given hereunder, and all written, electronic, oral, or other communications between the Parties regarding this Agreement shall be in the English language. To the extent there is any inconsistency or conflict between the terms and conditions of this Agreement and any Research Plan, the terms and conditions of this Agreement will prevail.

11.11 No Third-Party Rights. The provisions of this Agreement are for the exclusive benefit of the Parties and their successors and permitted assigns, and no other person shall have any right or claim against either Party by reason of these provisions or be entitled to enforce any of these provisions against either Party.

11.12 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original document, and all of which, together with this writing, shall be deemed one instrument. This Agreement may be executed by facsimile or PDF signatures, which signatures shall have the same force and effect as original signatures.

11.13 Expenses. Each Party shall pay its own costs, charges and expenses incurred in connection with the negotiation, preparation and completion of this Agreement.

11.14 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective legal representatives, successors and permitted assigns.

11.15 Construction. The Parties hereto acknowledge and agree that: (a) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (b) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (c) the terms and provisions of this Agreement shall be construed fairly as to both Parties hereto and not in favor of or against either Party, regardless of which Party was generally responsible for the preparation of this Agreement.

11.16 Cumulative Remedies. No remedy referred to in this Agreement is intended to be exclusive unless explicitly stated to be so, but each shall be cumulative and in addition to any other remedy referred to in this Agreement or otherwise available under law.

[Remainder of page left intentionally blank; signature page follows.]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

IN WITNESS WHEREOF, the Parties hereto have executed this Fusion Protein Discovery and Option Agreement on the Effective Date.

PARAGON LABORATORIES, INC.		**VELARIS THERAPEUTICS, INC.**	
By:	*/s/ Dan Mulreany*	By:	*/s/ Michael Henderson*
Name:	Dan Mulreany	Name:	Michael Henderson
Title:	Chief Financial & Business Officer	Title:	President

[Signature Page to Fusion Protein Discovery and Option Agreement]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.



To: Velaris Therapeutics, Inc.
221 Crescent Street, Building 23, Suite 105
Waltham, MA 02453

RE: Research Letter Agreement

July 17, 2026

Ladies and Gentlemen,

This Research Letter Agreement (this "**Agreement**") is entered into and effective as of the date of last signature below (the "**Effective Date**"), by and between Paragon Laboratories, Inc., a Delaware corporation ("**Paragon**"), and Velaris Therapeutics, Inc., a Delaware corporation ("**Velaris**," and with Paragon, each a "**Party**" and collectively the "**Parties**"). This Agreement sets forth the terms and conditions pursuant to which the Parties will collaborate on four (4) research programs (the "**Research Programs**") as follows: the first and second Research Programs will be designed to identify, evaluate and develop the applicable fusion proteins described in Exhibit A (the "**Research Proteins**"), and the third and fourth Research Programs will be designed to identify, evaluate and develop monospecific antibodies directed to the applicable targets described in Exhibit A (and, for clarity, no other targets) (the "**Research Antibodies**", and together with the Research Proteins, the "**Research Compounds**"). In consideration of the foregoing, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1 **Research Program**. Each Research Program shall commence on the Effective Date and continue until the earliest of: (a) the date that the aggregate Costs (as defined below) paid or owing by Velaris to Paragon under Section 3 meet or exceed the Budget Cap for such Research Program (as defined below), (b) completion of the activities set forth in the Research Plan (as defined below) for such Research Program, and (c) such other date agreed by the Parties in writing (any such period for a Research Program, the "**Research Term**"). During the Research Term for each Research Program, (i) each Party will use [***] to conduct and complete the research activities assigned to it as set forth in the research plan for such Research Program in accordance with this Agreement (each a "**Research Plan**", and collectively, the "**Research Plans**"), (ii) Paragon will provide Velaris with [***] updates regarding the Research Compounds identified under such Research Plan (the "**Deliverables**") to enable Velaris to evaluate the Option (as defined below) for such Research Program, and (iii) Paragon will notify Velaris reasonably in advance of the estimated date when the aggregate Costs for such Research Program paid or owing by Velaris to Paragon under Section 3 will meet or exceed the Budget Cap for such Research Program. Velaris shall have the right to use the Deliverables for each Research Program during the applicable Option Period (as defined in Section 2 below) internally for the sole purpose of determining whether to exercise the Option for such Research Program and for no other purpose. The Research Plans shall be governed by this Agreement, and this Agreement will control over any conflicting term in the Research Plans except to the extent the Research Plans expressly state otherwise. The initial Research Plan for Research Program 1 is attached hereto as Exhibit B, the initial Research Plan for Research Program 2 is attached hereto as Exhibit C, the initial Research Plan for Research Program 3 is attached hereto as Exhibit D and the initial Research Plan for Research Program 4 is attached hereto as Exhibit E. The Parties shall discuss and agree on updated Research Plans for each Research Program within [***] of the Effective Date.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

2 **Option**. Subject to the terms and conditions of this Agreement, and on a Research Program-by-Research Program basis, Paragon hereby grants to Velaris a nontransferable (except as permitted under Section 12), exclusive option (the "**Option**") during the applicable Research Term and, provided that Velaris is not in material breach of this Agreement, for an additional [***] thereafter (collectively, the "**Option Period**") to enter into a discovery and option agreement for such Research Program as further described in this Section 2 (the "**DOA**"). Velaris may exercise each Option by providing written notice to Paragon during the applicable Option Period and, following Paragon's receipt of such notice, the Parties shall negotiate for a three (3) month period (or such other longer period agreed by the Parties in writing) (the "**Negotiation Period**") a DOA [***] and on terms reasonably acceptable to Paragon and Velaris, which terms shall provide for (a) the continuation of the applicable Research Program and (b) an exclusive option for Velaris to enter into a license agreement relating to the applicable Research Compounds. [***]. For clarity, Velaris may exercise the Option only once for each Research Program. The Option for each Research Program shall terminate and be of no force or effect, and Paragon shall be free to license or grant any other rights under the Research Compounds of such Research Program to a third party, upon the earliest of (x) in the event that such Research Program is terminated in accordance with Section 8, the effective date of such termination, (y) in the event that Velaris fails to exercise the Option for such Research Program in accordance with this Section 2 prior to expiration of the applicable Option Period, the expiration of the applicable Option Period, and (z) in the event that Velaris exercises the Option for such Research Program in accordance with this Section 2 during the applicable Option Period but the Parties are unable to finalize and execute the DOA during the applicable Negotiation Period.

3 **Costs**. On a Research Program-by-Research Program basis, as consideration for Paragon's performance hereunder of the Research Program and the grant of the Option to Velaris, on a quarter-by-quarter basis during the applicable Research Term, Velaris shall (a) reimburse Paragon for the [***] in the performance of the Research Program [***] (the "**Third Party Costs**"), and (b) [***] (the "**Fees**," and together with the Third Party Costs, the "**Costs**"); provided, that the maximum aggregate Costs to be paid by Velaris, including the Costs paid for work performed (whether by Paragon personnel or contract research organizations or other third parties) prior to the Effective Date as described below, shall not exceed the amount that the Parties will set forth in the applicable Research Plan within [***] of the Effective Date (as such amount may be increased during the applicable Research Term solely by mutual written agreement of the Parties, the "**Budget Cap**") unless otherwise agreed by the Parties in writing. On a [***] basis, Paragon will deliver an invoice to Velaris for the Costs incurred by Paragon in the performance of each Research Program during such [***], and Velaris will pay such Costs within [***] after receipt of such invoice. Paragon shall have the right to adjust the Fees, no more than [***], to account for inflation and other reasonable increases in costs by providing [***] notice thereof to Velaris at least [***] in advance of such increase. Notwithstanding this Section 3 to the contrary, the Parties acknowledge that Paragon has incurred approximately: (i) Three Million Five Hundred Forty-Seven Thousand Two Hundred Eighty-Seven Dollars ($3,547,287.00) in total Costs through June 30, 2026 and certain additional Costs between July 1, 2026 and the Effective Date as a result of work performed by Paragon (itself or through contract research organizations or other third parties) at risk on Research Program 1; (ii) Nine Hundred Twenty-One Thousand Nine Hundred Seventy-Two Dollars ($921,972.00) in total Costs through June 30, 2026 and certain additional Costs between July 1, 2026 and the Effective Date as a result of work performed by Paragon (itself or through contract research organizations or other third parties) at risk on Research Program 2; (iii) Two Million Three Hundred Forty-One Thousand One Hundred Fifty-Five Dollars ($2,341,155.00) in total Costs through June 30, 2026 and certain additional Costs between July 1, 2026 and the Effective Date as a result of work performed by Paragon (itself or through contract research organizations or other

third parties) at risk on Research Program 3; and (iv) Five Hundred Fifty-Four Thousand Nine Hundred Fourteen Dollars ($554,914.00) in total Costs through June 30, 2026 and certain additional Costs between July 1, 2026 and the Effective Date as a result of work performed by Paragon (itself or through contract research organizations or other third parties) at risk on Research Program 4, and Velaris shall reimburse Paragon for such Costs within [***] after Velaris' receipt of a written invoice that details such Costs. All payments made by Velaris under this Section 3 shall be non-refundable and non-creditable.

4 **Payments**. Each cash payment hereunder shall be in U.S. dollars ("**Dollars**") (unless otherwise specified) made by electronic funds transfer in immediately available funds to a bank and account designated in writing by Paragon. Late payments shall accrue interest from the date due at a per annum rate equal to [***] above the then-current per annum prime rate reported by the *Wall Street Journal* (U.S., Western Edition) or, if lower, the maximum annual interest rate permitted by law. Each Party shall be responsible for paying its own respective taxes in connection with this Agreement and will commit [***] to reduce the respective taxes payable by the other Party hereunder.

5 **Records**. Paragon shall maintain complete and accurate records, books, and accounts of all transactions and activities covered by this Agreement, including of all Third Party Costs and Fees under each Research Program. Upon Velaris' reasonable request and at [***] expense during the term of this Agreement and for [***] thereafter, Paragon shall provide Velaris access to those records, books, and accounts at the location where they are stored to enable Velaris to verify the Costs payable under this Agreement.

6 **IP Rights**. As between the Parties, (a) each Party will retain all right, title, and interest in and to all of its background intellectual property, and (b) Paragon shall own all right, title, and interest in and to (i) all Research Compounds (including all constituent parts) and other physical materials and deliverables generated under each Research Program or as a result of work performed prior to the Effective Date on a Research Program, including all intellectual property rights therein, (ii) all inventions and data generated, conceived or reduced to practice by or on behalf of either Party under a Research Program or as a result of work performed prior to the Effective Date on a Research Program, including all intellectual property rights therein, and (iii) all materials, inventions, data and other intellectual property generated, conceived or reduced to practice in connection with Velaris' use of the Deliverables during the Option Period, including all intellectual property rights therein, in each case of (i) through (iii) (inclusive), irrespective in each case of inventorship ((i), (ii), and (iii) collectively, "**Research Program Results**"). Velaris agrees to assign and hereby assigns to Paragon all of Velaris' right, title, and interest in and to the Research Program Results, and shall execute and deliver such additional documents and take any such further actions as may be reasonably required to ensure that all such rights, title, and interests are effectively assigned to and held by Paragon. Velaris shall cause all of its employees, service providers and other representatives who generated, conceived of or created any Research Program Results to assign without additional consideration all ownership rights in such Research Program Results to Paragon. Prior to execution of the DOA for a Research Program, Paragon shall have the sole right, but not the obligation, to prepare, file, prosecute, maintain, and enforce patents covering the Research Program Results for such Research Program at Paragon's sole cost and expense, and Velaris shall reasonably cooperate and assist Paragon in such preparation, filing, prosecution, maintenance, and enforcement, at Paragon's request and cost and expense. Except as expressly set forth in this Agreement, no right or license under any intellectual property rights of a Party is granted or shall be granted to the other Party by implication hereunder.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

7 **Confidentiality**. Except to the extent expressly authorized by this Agreement, the Receiving Party agrees that, from the Effective Date until five (5) years following the end of the last to expire Research Term, it shall keep confidential and shall not publish or otherwise disclose to any third party, and shall not use for any purpose other than as expressly provided for in this Agreement, any Confidential Information of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party to those of the Receiving Party's representatives who have a need for such information; provided, that the Receiving Party shall advise such representatives of the confidential nature thereof, shall ensure that each such representative is bound in writing by obligations of confidentiality and non-use at least as stringent as those contained in this Agreement, and shall be responsible for the compliance of its representatives with the terms of this Agreement. The Receiving Party shall use at least the same standard of care as it uses to protect proprietary or confidential information of its own (but in no event less than reasonable care) to ensure that its representatives do not disclose or make any unauthorized use of the Confidential Information of the Disclosing Party. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information of the Disclosing Party.

7.1 **Definition**. For purposes of this Agreement, "**Confidential Information**" of a Party shall mean any and all non-public scientific, business, regulatory or technical information that is disclosed or made available by or on behalf of one Party (the "**Disclosing Party**") to the other Party (a "**Receiving Party**") in connection with this Agreement, whether in writing, orally, visually or otherwise. Notwithstanding any provision of this Agreement to the contrary, the Deliverables and Research Program Results shall be the Confidential Information of Paragon.

7.2 **Exceptions**. The Receiving Party's obligations under Section 7 shall not apply to any Confidential Information of the Disclosing Party that the Receiving Party can prove by competent evidence: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party in breach of this Agreement, generally known or available; (b) is known by the Receiving Party at the time of receiving such information from the Disclosing Party; (c) is hereafter furnished to the Receiving Party by a third party, as a matter of right and without restriction on disclosure; or (d) is independently discovered or developed by the Receiving Party, without the aid, use or application of any Confidential Information of the Disclosing Party.

7.3 **Authorized Disclosure**. Notwithstanding the provisions of this Section 7, the Receiving Party may disclose Confidential Information, without violating its obligations under this Agreement, to the extent the disclosure is:

7.3.1 required by a valid order of a court or other governmental body of competent jurisdiction or as otherwise required by applicable law, rule, regulation (including securities laws and regulations), government requirement, or as may be required in connection with any filings made with, or by the disclosure policies of, a stock exchange; provided, that the Receiving Party shall give reasonable prior written notice to the Disclosing Party of such required disclosure and, at the Disclosing Party's request and expense, shall cooperate with the Disclosing Party's efforts to contest such requirement, to obtain a protective order requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued or the law, rule or regulation required, or to obtain other confidential treatment of such Confidential Information; or

7.3.2 reasonably necessary to file or prosecute patent applications, prosecute or defend litigation or otherwise establish rights or enforce obligations under this Agreement, in each case, in accordance with this Agreement.

7.4 **Use of Names**. Neither Party shall use the other Party's name or trademarks in any advertising, sales, or promotional material or in any publication without the prior written consent of such other Party.

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

7.5 **Confidentiality of this Agreement**. This Agreement and its terms are considered Confidential Information of both Parties, and each Party shall keep confidential and shall not publish or otherwise disclose the terms of this Agreement without the prior written consent of the other Party, except as expressly permitted by Section 7.3 or Section 7.6, and except that any Party may disclose this Agreement and its terms to actual or potential investors, lenders, acquirors, merger partners and other strategic partners in connection with due diligence or similar investigations by such third parties or in confidential financing documents; provided, in each case, that any such third party agrees to be bound by obligations of confidentiality and non-use at least as restrictive as those set forth in this Section 7 (provided, that the confidentiality term applicable to such third party may be shorter so long as it is commercially reasonable).

7.6 **Publicity**. Except to the extent required by applicable law or the rules of any stock exchange or listing agency, neither Party shall issue a press release announcing that they have entered into a discovery partnership, without the other Party's prior written consent, which shall not be unreasonably withheld.

8 **Term**. This Agreement shall commence on the Effective Date and, unless terminated earlier, shall continue on a Research Program-by-Research Program basis until the expiration of the Option for each Research Program in accordance with Section 2. This Agreement (and each of the Research Programs) may be terminated by either Party upon thirty (30) days' prior written notice (or ten (10) days prior written notice in the case of a payment breach) if the other Party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days (or ten (10) days in the case of a payment breach) of such notice.

9 **Effects of Termination**. Upon expiration of a Research Term, the applicable Research Program shall automatically terminate, and Paragon shall have no further obligations to perform any work under such Research Program, unless the Parties agree in writing to increase the applicable Budget Cap. The expiration or termination of this Agreement for any reason shall not release any Party from any liability or obligation that has already accrued to any other Party. In the event of expiration or any termination of this Agreement, the following provisions of this Agreement shall survive in accordance with their respective terms and conditions: Sections 3 and 4 (solely with respect to any payment obligations that accrued prior to such expiration or termination of this Agreement but have not been paid), Section 5, Section 6, Section 7, this Section 9, and Sections 10 to 14.

10 **Indemnity**. Each Party (the "**Indemnifying Party**") agrees to defend, indemnify, and hold harmless the other Party, its Affiliates (as defined below), and its and their respective representatives and subcontractors from and against any and all losses, damages, liabilities, expenses, and costs, including reasonable legal expense and attorneys' fees, arising out of any claim, demand, action, or other proceeding by any third party to the extent resulting from: (a) the negligence or willful misconduct of any Indemnifying Party in the performance of this Agreement; or (b) the material breach by any Indemnifying Party of this Agreement. For purposes of this Agreement, "**Affiliate**" shall mean any entity controlled by, controlling, or under common control with a Party hereto. For the purpose of this definition, "control" (including, with correlative meaning, the terms "controlled by" or "under common control") means the direct or indirect ownership of more than fifty percent (50%) of the voting interest in, or more than fifty percent (50%) in the equity of, or the right to appoint more than fifty percent (50%) of the directors or management of, such corporation or other business entity. Notwithstanding the foregoing, (a) with respect to either Party, Affiliates of such Party do not include [***], (b) [***], and (c) [***].

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

11 **Disclaimer**. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF DESIGN, MERCHANTABILITY, DURABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THIRD PARTIES, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICES. EXCEPT FOR LIABILITY FOR BREACH OF SECTION 7 OR FOR INDEMNIFICATION CLAIMS UNDER SECTION 10, IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER FROM THE OTHER PARTY ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, EVEN IF SUCH OTHER PARTY HAD NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

12 **Assignment**. Neither this Agreement nor any rights or obligations hereunder may be assigned by any Party without the prior written consent of the other Parties (which consent shall not be unreasonably withheld, conditioned, or delayed); provided, however, that any Party may assign this Agreement and its rights and obligations hereunder without the other Party's consent to an Affiliate or to the successor to all or substantially all of the business of such Party to which this Agreement relates, whether by merger, sale of stock, sale of assets, or otherwise. The rights and obligations of the Parties under this Agreement shall be binding upon and inure to the benefit of the successors and permitted assigns of the Parties. Any assignment not in accordance with this Section 12 shall be void.

13 **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to conflicts of laws principles.

14 **Miscellaneous**. Paragon's relationship with Velaris is that of an independent contractor, and neither Party is an agent of the other Party. This Agreement, together with all Exhibits attached hereto, constitutes the final, complete, and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements relating to its subject matter. No modification or amendment of this Agreement or any Exhibit shall be effective unless set forth in a written instrument signed by both Parties. Any notice to be given hereunder must be in writing and delivered either in person, by internationally recognized express courier, or by email to the Party to be notified at the address(es) identified below, or at any address such Party has previously designated by prior written notice to the other. This Agreement may be executed in counterparts (by facsimile or PDF signatures), each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

If to Paragon:

Paragon Laboratories, Inc.
221 Crescent Street Building 23, Suite 105
Waltham, MA 02453
Attn: [***]
Email: [***]

If to Velaris:

Velaris Therapeutics, Inc.
221 Crescent Street, Building 23, Suite 105
Waltham, MA 02453
Attn: [***]
Email: [***]

[*Signature Page Follows*]

[***] = CERTAIN CONFIDENTIAL INFORMATION CONTAINED IN THIS DOCUMENT, MARKED BY BRACKETS, HAS BEEN OMITTED BECAUSE THE INFORMATION (I) IS NOT MATERIAL AND (II) IS THE TYPE OF INFORMATION THAT THE REGISTRANT BOTH CUSTOMARILY AND ACTUALLY TREATS AS PRIVATE AND CONFIDENTIAL.

Please indicate Velaris' acceptance of and agreement to the terms of this Agreement by returning a signed copy by email to the attention of Paragon Legal at [***].

Sincerely,

PARAGON LABORATORIES, INC.

By: /s/ Hussam Shaheen
Name: Hussam Shaheen, Ph.D.
Title: Chief Scientific Officer

Date: 7/17/2026

ACCEPTED AND AGREED:

VELARIS THERAPEUTICS, INC.

By: /s/ Keri Lantz
Name: Keri Lantz
Title: VP of Finance

Date: 7/17/2026

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement of Alaunos Therapeutics, Inc. (the "Company") on Form S-3 to be filed on or about November 12, 2026 of our report, dated March 31, 2026, on our audit of the Company's financial statements as of December 31, 2025 and for the year then ended. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern. We also consent to reference to us under the heading "Experts" in such registration statement.

/s/ Cherry Bekaert LLP

Tampa, Florida

November 12, 2026

Calculation of Filing Fee Tables

S-3

Alaunos Therapeutics, Inc.

Table 1: Newly Registered and Carry Forward Securities ☐Not Applicable

		Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial Effective Date	Filing Fee Previously Paid in Connection with Unsold Securities to be Carried Forward
Newly Registered Securities													
Fees to be Paid	1	Equity	Common Stock, $0.001 par value per share	457(a)	382,090,789	$ 1.73	$ 661,017,064.97	0.000087	$ 57,508.48				
Fees Previously Paid													
Carry Forward Securities													
Carry Forward Securities													
					Total Offering Amounts:		$ 661,017,064.97		$ 57,508.48				
					Total Fees Previously Paid:				$ 0.00				
					Total Fee Offsets:				$ 0.00				
					Net Fee Due:				$ 57,508.48				

Offering Note

1 Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers such an indeterminate amount of shares of Common Stock as may become issuable to prevent dilution resulting from stock splits, stock dividends and similar events. The amount registered consists of up to (i) 687,789 shares of Common Stock, (ii) 105,286,000 shares of Common Stock issuable upon the conversion of 105,286 shares of Series B Preferred Stock and (iii) 276,117,000 shares of Common Stock issuable upon the conversion of 276,117 shares of Series C Preferred Stock. Estimated solely for the purpose of calculating the registration fee, based on the average of the high and low prices of the shares of Common Stock on the Nasdaq Capital Market on November 9, 2026 (such date being within five business days of the date that this registration statement was first filed with the Securities and Exchange Commission, in accordance with Rule 457(c) under the Securities Act).

Table 2: Fee Offset Claims and Sources ☑Not Applicable

		Registrant or Filer Name	Form or Filing Type	File Number	Initial Filing Date	Filing Date	Fee Offset Claimed	Security Type Associated with Fee Offset Claimed	Security Title Associated with Fee Offset Claimed	Unsold Securities Associated with Fee Offset Claimed	Unsold Aggregate Offering Amount Associated with Fee Offset Claimed	Fee Paid with Fee Offset Source
Rules 457(b) and 0-11(a)(2)												
Fee Offset Claims												
Fee Offset Sources												
Rule 457(p)												
Fee Offset Claims												
Fee Offset Sources												

Table 3: Combined Prospectuses ☑Not Applicable

	Security Type	Security Class Title	Amount of Securities Previously Registered	Maximum Aggregate Offering Price of Securities Previously Registered	Form Type	File Number	Initial Effective Date