UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 31, 2026

OS THERAPIES INCORPORATED
(Exact name of registrant as specified in its charter)

Delaware	001-42195	82-5118368
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

115 Pullman Crossing Road, Suite 103 Grasonville, Maryland	21638
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: (410) 297-7793

N/A
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (*see* General Instruction A.2. below):

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, par value $0.001 per share	OSTX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

CURRENT REPORT ON FORM 8-K

OS Therapies Incorporated

July 31, 2026

Item 1.01. Entry into a Material Definitive Agreement.

Leonite 2026 Secured Financing

As previously disclosed, on June 30, 2026, OS Therapies Incorporated (the "Company"), together with its wholly owned subsidiaries, entered into a securities purchase agreement (the "Leonite SPA") with Leonite Fund I, LP ("Leonite") and related transaction documents, pursuant to which the Company issued and sold to Leonite, in a private placement (the "Leonite Private Placement"), a senior secured convertible promissory note in an aggregate principal amount of up to $10,000,000 (the "Leonite Note"). As additional consideration for Leonite's purchase of the Note, the Company issued to Leonite (i) 275,000 shares of the Company's common stock (the "Leonite Commitment Shares") and (ii) a five-year warrant (the "Leonite Warrant") to purchase up to 1,750,000 shares of the Company's common stock at an initial exercise price of $2.85 per share, subject to adjustment.

Pursuant to the Leonite SPA, Leonite agreed to purchase the Leonite Note in one or more tranches, in an aggregate principal amount of up to $10,000,000. Each funded tranche was subject to an original issue discount of 7.5%, which was included in the principal amount of the Leonite Note and was earned only upon the funding of such tranche. On July 2, 2026, Leonite funded the initial tranche in the principal amount of $1,600,000 (less $35,000 retained by Leonite for legal fees and expenses).

The Leonite Note was secured by a continuing first-priority security interest in substantially all of the Company's and its subsidiaries' existing and after-acquired assets, subject to certain exclusions, including intellectual property assets. Notwithstanding such exclusions, the collateral included accounts, payment intangibles and other rights to payment arising from the sale, license or other disposition of intellectual property.

Leonite Settlement

On July 31, 2026, the Company, together with its wholly owned subsidiaries, entered into a settlement agreement and mutual release with Leonite (the "Leonite Settlement Agreement"), pursuant to which the Company agreed to pay Leonite $1,900,000 in cash (the "Leonite Settlement Payment") and issue to Leonite 500,000 shares of the Company's common stock (the "Leonite Settlement Shares") on or before August 7, 2026 (the "Outside Date") in full and complete satisfaction of all amounts outstanding under the Leonite Note and the other transaction documents related to the Leonite Private Placement (the "Leonite Settlement").

The Leonite Settlement Agreement requires that the Leonite Settlement Shares be issued pursuant to the Company's effective shelf registration statement on Form S-3 (File No. 333-289443) and a prospectus supplement filed pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), on or prior to the date of issuance of the Leonite Settlement Shares.

The closing of the Leonite Settlement will occur upon Leonite's receipt of both the Leonite Settlement Payment and the Leonite Settlement Shares (the "Settlement Closing"), which the Company expects to occur on or before the Outside Date. Effective upon the Settlement Closing: (i) the Leonite Note and all amounts outstanding thereunder will be deemed fully paid, satisfied, discharged and cancelled, and all conversion rights thereunder will terminate; (ii) the Leonite Warrant will be terminated and cancelled in its entirety, unexercised; (iii) the Leonite Commitment Shares will be surrendered by Leonite to the Company for cancellation; (iv) the Leonite SPA, the related security agreement and all other transaction documents entered into in connection with the Leonite Private Placement will terminate and cease to be of any further force or effect, including all rights of Leonite under the participation rights, rights of first refusal, future financing rights, disclosure rights relating to future financings, rollover rights and registration rights provisions of the Leonite SPA; and (v) all security interests, liens, pledges and other collateral granted to or for the benefit of Leonite will be automatically, unconditionally and irrevocably released, terminated and discharged, and all assets assigned to Leonite by OS Therapies UK Ltd, our wholly owned subsidiary ("OSUK"), including value added tax repayments and research and development tax relief claims, will revert to OSUK free and clear of any claim or lien of Leonite.

Pursuant to the Leonite Settlement Agreement, effective upon the Settlement Closing, the parties agreed to exchange unconditional mutual releases of all claims, counterclaims, demands, actions and causes of action of every kind and nature, whether known or unknown, suspected or unsuspected, arising out of, relating to or in connection with any act, omission, event or occurrence existing at or prior to the Settlement Closing, including the transaction documents entered into in connection with the Leonite Private Placement, the transactions contemplated thereby and the disputes between the parties, subject to a customary carve-out preserving the parties' respective rights and obligations under the Leonite Settlement Agreement. Each party also agreed to waive, to the fullest extent permitted by law, the provisions, rights and benefits of any statute, rule, doctrine or common law principle that would limit the scope or effectiveness of a general release with respect to unknown or unsuspected claims.

If the Settlement Closing has not occurred on or before the Outside Date (other than due to Leonite's willful refusal to accept a proper tender), the Company has a five-business day cure period. If the Settlement Closing has not occurred by the end of the cure period, Leonite will have the right to terminate the Leonite Settlement Agreement, in which case the Leonite Note, the Leonite Warrant and all other transaction documents entered into in connection with the Leonite Private Placement would continue in full force and effect as if the Leonite Settlement Agreement had never been executed, and all rights, remedies, claims, defaults and events of default of Leonite thereunder would be expressly reserved and preserved. Any portion of the Leonite Settlement Payment received by Leonite prior to such termination would be retained by Leonite and applied against amounts outstanding under the Leonite Note. In such event, the Company would remain subject to all of its obligations under the Leonite Note, including payment of up to $10,000,000 in principal, interest at 9% per annum and other amounts, and the Company's assets would remain subject to Leonite's first-priority security interest.

On August 2, 2026, in connection with the Leonite Settlement, the Company issued to an accredited investor a bridge convertible promissory note in the principal amount of $2,200,000 (the "Bridge Note") for a purchase price of $2,190,000. The Bridge Note does not bear interest and matures on September 1, 2026, unless earlier converted by the holder. The Company may not prepay the Bridge Note without the prior written consent of the holder. Upon the initial closing of a private offering by the Company of original issue discount promissory notes in an aggregate principal amount of up to $10,000,000, the outstanding principal amount of the Bridge Note will automatically convert into the securities issued in such offering on the same terms as the other purchasers in the offering. The Bridge Note also contains customary events of default, upon the occurrence of which the holder may declare the outstanding principal amount of the Bridge Note to be immediately due and payable.

On August 3, 2026, in accordance with the terms of the Bridge Note, the Company used the proceeds of the Bridge Note to fund the Leonite Settlement Payment. The remaining proceeds from the Bridge Note will be used for general working capital and ordinary course operating expenses of the Company.

The Leonite Settlement Shares are being offered pursuant to the Company's shelf registration statement on Form S-3 (File No. 333-289443) filed by the Company with the Securities and Exchange Commission (the "SEC") on August 8, 2025 and declared effective by the SEC on August 25, 2025, and the prospectus supplement dated August 6, 2026 filed by the Company with the SEC on August 6, 2026. The Company expects to issue to Leonite the Leonite Settlement Shares on or about August 6, 2026.

The foregoing descriptions of the Leonite Settlement Agreement and Bridge Note do not purport to be complete and are qualified in their entirety by reference to the full text of the Leonite Settlement Agreement and the form of Bridge Note, copies of which are filed as Exhibits 10.1 and 4.1, respectively, to this Current Report on Form 8-K and are incorporated herein by reference.

The Leonite Settlement Agreement contains customary representations, warranties and covenants by the Company which were made only for the purposes of the Leonite Settlement Agreement and as of specific dates, were solely for the benefit of the parties to the Leonite Settlement Agreement and may be subject to limitations agreed upon by the contracting parties. Accordingly, the Leonite Settlement Agreement is incorporated herein by reference only to provide investors with information regarding the terms of the Leonite Settlement Agreement and not to provide investors with any other factual information regarding the Company or its business, and should be read in conjunction with the disclosures in the Company's reports and other filings with the SEC.

The legal opinion, including the related consent, of Olshan Frome Wolosky LLP relating to the issuance and sale of the Settlement Shares is filed as Exhibit 5.1 to this Current Report on Form 8-K.

This Current Report on Form 8-K does not constitute an offer to sell, or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The information set forth under Item 1.01 of this Current Report on Form 8-K with respect to the Bridge Note is hereby incorporated by reference into this Item 2.03.

Item 3.02. Unregistered Sales of Equity Securities.

The information contained in Item 1.01 of this Current Report on Form 8-K with respect to the Bridge Note is hereby incorporated by reference into this Item 3.02. The Bridge Note was offered and sold by the Company in reliance upon an exemption from the registration requirements of the Securities Act of 1933, as amended (the "Securities Act"), afforded by Section 4(a)(2) thereof and/or Regulation D promulgated thereunder. The purchaser of the Bridge Note represented that it is an "accredited investor" as defined in Rule 501(a) under the Securities Act.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
4.1	Form of Bridge Convertible Promissory Note.
5.1	Opinion of Olshan Frome Wolosky LLP.
10.1*	Settlement Agreement and Mutual Release, dated as of July 31, 2026, among OS Therapies Incorporated, OS Animal Health Inc., OS Therapies UK LTD and Leonite Fund I, LP.
23.1	Consent of Olshan Frome Wolosky LLP (included in Exhibit 5.1).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

* Pursuant to Item 601(a)(5) of Regulation S-K, certain schedules and exhibits have been omitted. The registrant agrees to furnish supplementally a copy of any omitted schedule or exhibit to the SEC upon its request.

SIGNATURE

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

	OS THERAPIES INCORPORATED
Dated: August 6, 2026	By: /s/ Paul A. Romness, MPH
	Name: Paul A. Romness, MPH
	Title: President and Chief Executive Officer

Exhibit 4.1

BRIDGE CONVERTIBLE PROMISSORY NOTE

Purchase Price: $2,190,000
Principal Amount: $2,200,000
Date of Issuance: August 2, 2026

FOR VALUE RECEIVED, **OS Therapies Incorporated**, a Delaware corporation (the "**Company**"), hereby promises to pay to **_________** (the "**Holder**"), the principal sum of $2,200,000 (the "**Principal Amount**").

1. Non-Interest Bearing.

This Note shall be non-interest bearing, and no interest shall accrue on the outstanding Principal Amount hereof, whether before or after the Maturity Date. The Holder acknowledges that this Note is being issued at an original issue discount and that the Holder's economic return is reflected in the original issue discount and the automatic conversion provisions set forth herein.

2. Maturity.

Unless earlier converted pursuant to Section 3 below, the outstanding Principal Amount of this Note shall become due and payable in full on September 1, 2026 (the "**Maturity Date**").

3. Automatic Conversion.

Upon the initial closing of the Company's private offering of original issue discount promissory notes in the principal amount of up to $10 million, issued together with closing shares and warrants and approved by the Company's Board of Directors following the date hereof (the "**Qualified OID Financing**"), this Note shall automatically convert, without any further action by the Company or the Holder.

Upon such automatic conversion:

(a) the outstanding Principal Amount of this Note shall be deemed paid and satisfied in full;

(b) solely for purposes of determining the securities issuable to the Holder in the Qualified OID Financing, the Holder shall be deemed to have subscribed for securities in the Qualified OID Financing using a subscription amount equal to the outstanding Principal Amount of this Note; and

(c) in exchange for the cancellation of this Note, the Holder shall receive the same form of original issue discount promissory notes, closing shares and warrants issued to purchasers in the Qualified OID Financing, with the principal amount of such notes, closing shares, warrant coverage and all other terms determined in the same manner as if the Holder had subscribed for securities in the Qualified OID Financing using the outstanding Principal Amount of this Note as the subscription amount

Following the occurrence of the Qualified OID Financing, this Note shall automatically terminate and be cancelled, and the Holder shall thereafter have only those rights set forth in the transaction documents that are issued in the Qualified OID Financing.

4. Prepayment.

This Note may not be prepaid by the Company without the prior written consent of the Holder prior to the occurrence of the Qualified OID Financing.

5. Use of Proceeds.

The Company shall use the proceeds from the issuance of this Bridge Note to fund the Settlement Payment to Leonite Fund I, LP, as defined in that certain Settlement Agreement and Mutual Release dated July 31, 2026 and for general working capital and ordinary course operating expenses of the Company, including the funding of current payroll incurred in the ordinary course of business and consistent with past practice.

6. Events of Default.

Each of the following shall constitute an Event of Default:

(a) the Company's failure to pay the outstanding Principal Amount of this Note on the Maturity Date;

(b) the commencement by or against the Company of any bankruptcy, insolvency, receivership or similar proceeding that is not dismissed within sixty (60) days; or

(c) the dissolution or liquidation of the Company.

Upon the occurrence of an Event of Default, the Holder may declare the outstanding Principal Amount immediately due and payable.

7. Accredited Investor Representations.

The Holder represents and warrants to the Company that:

(a) the Holder is an "accredited investor," as such term is defined in Rule 501(a) promulgated under the Securities Act of 1933, as amended (the "**Securities Act**");

(b) the Holder is acquiring this Note for its own account, for investment purposes only, and not with a view to, or for resale in connection with, any distribution thereof in violation of the Securities Act or applicable state securities laws;

(c) the Holder recognizes that an investment in the Note involves a high degree of risk, including the possible loss of the Holder's entire investment, has carefully considered and understands the risks associated with an investment in the Company and the Note, and is able to bear the economic risk of such investment for an indefinite period of time and to withstand the complete loss of such investment.

(d) the Holder has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risks of an investment in the Note and of protecting its own interests in connection therewith;

(e) the Holder acknowledges that this Note has not been registered under the Securities Act or any applicable state securities laws and may not be offered, sold, assigned, pledged or otherwise transferred except pursuant to an effective registration statement or an available exemption from the registration requirements of the Securities Act and applicable state securities laws; and

(f) the Holder has had the opportunity to ask questions of, and receive answers from, the Company regarding the terms of this Note and the Company's business, financial condition and operations, and has received all information the Holder considers necessary to make an informed investment decision.

8. Miscellaneous.

This Note may be amended or modified only by a written instrument executed by the Company and the Holder.

The Company and the Holder hereby waive presentment, demand, notice of dishonor, protest and notice of protest with respect to this Note and any obligation hereunder, except as expressly provided herein.

Any waiver of any provision of this Note or any default hereunder shall be effective only if made in writing and signed by the party granting such waiver. No failure or delay by either party in exercising any right, power or remedy under this Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof.

All notices, requests, demands and other communications required or permitted to be given under this Note shall be in writing and shall be deemed given when delivered personally, sent by nationally recognized overnight courier, or sent by electronic mail (with confirmation of transmission), to the addresses or email addresses of the parties set forth in the Company's records or on the signature page hereto, or to such other address or email address as either party may designate by written notice.

This Note shall be binding upon and inure to the benefit of the Company and the Holder and their respective successors and permitted assigns. Neither the Company nor the Holder may assign, delegate, transfer or otherwise dispose of any of its rights or obligations under this Note without the prior written consent of the other party; provided, however, that the Holder may assign or transfer this Note without the Company's consent to an affiliate of the Holder or in connection with a transfer of this Note that is otherwise permitted under applicable securities laws, provided that such assignee agrees in writing to be bound by the terms of this Note.

If any provision of this Note is determined to be invalid, illegal or unenforceable, the remaining provisions of this Note shall remain in full force and effect, and such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the intent of the parties.

This Note constitutes the entire agreement of the Company and the Holder with respect to the subject matter hereof and supersedes all prior discussions, negotiations and understandings, whether oral or written, relating to such subject matter.

This Note may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronic signatures and signatures delivered by electronic transmission shall be deemed effective as original signatures.

This Note shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any conflict of laws principles. The Company and the Holder hereby irrevocably submit to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan, City of New York, with respect to any dispute arising out of or relating to this Note.

IN WITNESS WHEREOF, the Company has caused this Note to be signed in its name by its duly authorized officer as of the Issue Date.

OS THERAPIES INCORPORATED

By: ______________________________

Name:
Title:
Date:

HOLDER

By executing this Note, the undersigned Holder hereby acknowledges and agrees to the terms of this Note and represents and warrants to the Company that each of the representations and warranties set forth in Section 7 of this Note is true and correct as of the date hereof.

By: ______________________________

Name:
Title:
Date:

OLSHAN

1325 AVENUE OF THE AMERICAS • NEW YORK, NEW YORK 10019
TELEPHONE: 212.451.2300 • FACSIMILE: 212.451.2222

August 6, 2026

OS Therapies Incorporated
115 Pullman Crossing Road, Suite 103
Grasonville, Maryland 21638

Ladies and Gentlemen:

We are acting as legal counsel to OS Therapies Incorporated, a Delaware corporation (the "Company"), in connection with the offer and sale by the Company of 500,000 shares (the "Shares") of the Company's common stock, par value $0.001 per share, pursuant to the Company's Registration Statement on Form S-3 (Registration No. 333-289443) (the "Registration Statement"), filed by the Company with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended (the "Act"), on August 8, 2025 and declared effective by the Commission on August 25, 2025, including the base prospectus, dated August 25, 2025, constituting a part of the Registration Statement, filed by the Company with the Commission pursuant to Rule 424(b)(3) under the Act on August 25, 2025 (the "Base Prospectus"), as supplemented by the prospectus supplement, dated August 6, 2026, filed by the Company with the Commission pursuant to Rule 424(b)(5) under the Act on August 6, 2026 (such prospectus supplement, together with the Base Prospectus, the "Prospectus").

In connection with this opinion letter, we have examined (a) the Registration Statement, (b) the Prospectus, (c) the Third Amended and Restated Certificate of Incorporation of the Company, as amended to date, (d) the Amended and Restated Bylaws of the Company, as amended to date, and (e) certain resolutions of the Board of Directors of the Company relating to the issuance, sale and registration of the Shares. In addition, we have examined and relied upon such corporate records of the Company, and have made such examination of law, as we have deemed necessary or appropriate for purposes of the opinions expressed below. As to certain factual matters, unless otherwise indicated, we have relied, to the extent we have deemed proper, on certificates of certain officers of the Company.

We have assumed for purposes of rendering the opinions set forth herein, without any verification by us, the genuineness of all signatures, the legal capacity of all natural persons to execute and deliver documents, the authenticity and completeness of documents submitted to us as originals, the completeness and conformity with authentic original documents of all documents submitted to us as copies, and that all documents, books and records made available to us by the Company are accurate and complete.

Based upon, subject to and limited by the foregoing, we are of the opinion that the Shares have been duly authorized by the Company and, upon issuance, delivery and payment therefor in the manner contemplated by the Registration Statement and the Prospectus, will be validly issued, fully paid and nonassessable.

We are members of the Bar of the State of New York. We do not express any opinion as to the effect of any laws other than the laws of the State of New York and the General Corporation Law of the State of Delaware, and the federal laws of the United States of America, as in effect on the date hereof.

This letter speaks only at and as of its date and is based solely on the facts and circumstances known to us at and as of such date. We assume no obligation to revise or supplement this letter to reflect any facts or circumstances that may hereafter come to our attention or any changes in fact or law that may hereafter occur.

We hereby consent to the filing of this opinion in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Act with the Commission as an exhibit to the Current Report on Form 8-K to be filed by the Company in connection with the issuance and sale of the Shares and to the use of our name in the Prospectus under the caption "Legal Matters." In giving such consent, we do not hereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Olshan Frome Wolosky LLP

OLSHAN FROME WOLOSKY LLP

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This SETTLEMENT AGREEMENT AND MUTUAL RELEASE (this "Agreement") is made and entered into as of July 31, 2026 (the "Effective Date"), by and among OS Therapies Incorporated, a corporation organized under the laws of the State of Delaware ("OSTX"), OS Animal Health Inc., a corporation organized under the laws of the State of Delaware, and OS Therapies UK LTD, a limited company organized under the laws of the United Kingdom (collectively, jointly and severally, the "Company"), and Leonite Fund I, LP, a limited partnership organized under the laws of the State of Delaware ("Leonite"). The Company and Leonite are each referred to herein as a "Party" and collectively as the "Parties."

RECITALS

A. The Company and Leonite are parties to that certain Securities Purchase Agreement, dated as of June 30, 2026 (the "Purchase Agreement"), pursuant to which the Company issued and sold to Leonite (i) that certain Senior Secured Convertible Promissory Note, dated June 30, 2026, in the principal amount of up to $10,000,000, funded in one or more tranches and bearing interest at the rate of nine percent (9%) per annum (the "Note"), (ii) two hundred seventy-five thousand (275,000) shares of common stock, par value $0.001 per share, of OSTX (the "Common Stock"), held by Leonite in restricted form (the "Commitment Shares"), and (iii) that certain Common Stock Purchase Warrant, dated June 30, 2026, exercisable for up to one million seven hundred fifty thousand (1,750,000) shares of Common Stock at an exercise price of $2.85 per share, subject to adjustment as provided therein (the "Warrant").

B. The obligations of the Company under the Note are secured pursuant to that certain Pledge and Security Agreement, dated as of June 30, 2026, by and between the Company and Leonite (the "Security Agreement"), that certain Assignment of Assets executed by OS Therapies UK LTD in favor of Leonite (the "Assignment of Assets"), and the UCC-1 financing statements and other filings, registrations and instruments executed, filed or recorded in connection therewith (collectively with the Security Agreement and the Assignment of Assets, the "Security Documents").

C. In connection with the foregoing, OSTX and Leonite delivered an irrevocable instruction letter, dated on or about June 30, 2026, to OSTX's transfer agent (the "Transfer Agent" and, such letter, the "TA Letter"), and OSTX and Leonite entered into that certain letter agreement, dated June 30, 2026, relating to Section 2.2(b)(4) of the Note (the "Side Letter"). The Purchase Agreement, the Note, the Warrant, the Security Documents, the TA Letter, the Side Letter and each other agreement, instrument, certificate and document executed or delivered in connection therewith are referred to herein, collectively, as the "Transaction Documents."

D. Certain disputes, disagreements and potential claims have arisen or may arise between the Parties arising out of or relating to the Transaction Documents and the transactions contemplated thereby (collectively, the "Disputes").

E. Without any admission of liability or wrongdoing by any Party, the Parties desire fully and finally to compromise, resolve and settle the Disputes, to provide for the satisfaction of the Note, the cancellation of the Warrant and the Commitment Shares, the termination of the Transaction Documents and the release of all security interests thereunder, and to exchange unconditional mutual releases, in each case upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, releases and payments set forth herein, and for 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. **Definitions; Interpretation.** Capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Purchase Agreement or the Note, as applicable. As used herein, "Business Day" means any day other than a Saturday, a Sunday or a day on which the NYSE American is closed or on which banking institutions in the State of New York are authorized or required by law to remain closed. The headings in this Agreement are for convenience of reference only and shall not affect its interpretation. The word "including" means "including, without limitation." This Agreement shall be deemed to have been drafted jointly by the Parties, and no rule of construction shall be applied against any Party as the drafter.

2. **Settlement Payment.** On or before 4:00 p.m. (New York City time) August 7, 2026 (the "Outside Date"), the Company shall pay to Leonite the sum of One Million Nine Hundred Thousand Dollars ($1,900,000) (the "Settlement Payment") in cash, in immediately available funds, by wire transfer to the account of Leonite set forth on Exhibit A hereto. The Settlement Payment shall be paid free and clear of, and without, any setoff, deduction, recoupment, counterclaim or withholding of any kind. The Parties acknowledge and agree that the Settlement Payment, together with the Settlement Shares (as defined below), constitutes full and complete satisfaction of all amounts owing under the Note and the other Transaction Documents, including all principal, accrued and unpaid interest (including any minimum guaranteed interest), original issue discount, fees, premiums, charges, penalties, monitoring fees, enforcement costs and any other amounts of whatever nature, regardless of whether such amounts have been accelerated. Notwithstanding anything to the contrary contained in the Note, including (i) any provision thereof restricting, conditioning or imposing any premium upon prepayment (including the 110% prepayment premium set forth in Section 1.5 thereof), (ii) any notice period required in connection therewith (including the 30-day and 45-day notice periods set forth in Sections 1.5 and 4.3 thereof), and (iii) any conversion right of Leonite that would otherwise be triggered by such notice or payment, the Company is authorized and directed to make, and Leonite agrees to accept, the Settlement Payment in accordance with this Agreement.

3. **Settlement Shares.** On or before the Outside Date, OSTX shall issue and deliver to Leonite five hundred thousand (500,000) shares of Common Stock (the "Settlement Shares"). The Settlement Shares shall be (a) issued and sold pursuant to OSTX's effective shelf registration statement on Form S-3 (File No. 333-289443) (the "Registration Statement") and a prospectus supplement thereto to be filed by OSTX with the Securities and Exchange Commission (the "Commission") pursuant to Rule 424(b) under the Securities Act of 1933, as amended (the "Securities Act"), on or prior to the date of issuance of the Settlement Shares and in any event within the time required by Rule 424(b); (b) upon issuance, duly authorized, validly issued, fully paid and nonassessable, free and clear of all liens, claims, encumbrances and rights of third parties, and free of any restrictive legend, stop transfer order or other restriction on transfer; and (c) delivered by crediting the account of Leonite or its designee with The Depository Trust Company through its Deposit/Withdrawal at Custodian (DWAC) system in accordance with the delivery instructions set forth on Exhibit A hereto. OSTX shall take all action necessary to cause the Settlement Shares to be approved for listing on the NYSE American on or prior to their issuance, including the timely submission of any required additional listing application, and shall pay all fees of the Transfer Agent, The Depository Trust Company and the NYSE American in connection with the issuance and delivery of the Settlement Shares.

4. **Closing; Time of the Essence.** The closing of the settlement contemplated by this Agreement (the "Closing") shall occur automatically upon Leonite's receipt of both (a) the Settlement Payment in accordance with Section 2 and (b) the Settlement Shares in accordance with Section 3. The Parties acknowledge and agree that time is of the essence with respect to the obligations of the Company under Sections 2 and 3 and that the occurrence of the Closing on or before the Outside Date is a material inducement to Leonite's entry into this Agreement.

5. **Effect of the Closing.** Effective automatically upon the occurrence of the Closing, and without the need for any further action by any Party:

5.1. **Satisfaction and Cancellation of the Note.** The Note, and all principal, interest, original issue discount, fees, premiums, charges and other amounts owing thereunder or in respect thereof, shall be deemed fully paid, satisfied, discharged, terminated and cancelled, and the Company shall have no further obligation, and Leonite shall have no further right, under the Note, including any right of conversion. Within five (5) Business Days after the Closing, Leonite shall deliver the original Note to the Company marked "cancelled" or, if the original cannot be located, a customary lost instrument affidavit in lieu thereof.

5.2. **Cancellation of the Warrant.** The Warrant shall be terminated and cancelled in its entirety, unexercised, and shall be void and of no further force or effect, and Leonite shall have no further right to purchase or acquire any securities of OSTX thereunder, including any right arising from any adjustment provision thereof. Within five (5) Business Days after the Closing, Leonite shall deliver the original Warrant to the Company marked "cancelled" or, if the original cannot be located, a customary lost instrument affidavit in lieu thereof.

5.3. **Cancellation of the Commitment Shares.** Leonite shall surrender the Commitment Shares to OSTX for cancellation, and OSTX and Leonite shall deliver joint irrevocable instructions to the Transfer Agent directing the Transfer Agent to cancel the Commitment Shares and to restore such shares to the status of authorized but unissued shares of Common Stock. From and after the Closing, Leonite shall have no right, title or interest in or to the Commitment Shares, and the Commitment Shares shall be deemed cancelled for all purposes.

5.4. **Termination of the Transaction Documents; Release of Collateral.** Each of the Transaction Documents, including the Purchase Agreement, the Note, the Warrant, the Security Agreement, the Assignment of Assets, the other Security Documents, the TA Letter and the Side Letter, shall terminate and be of no further force or effect, and, notwithstanding any provision of any Transaction Document purporting to survive its termination, from and after the Closing the rights and obligations of the Parties with respect to the subject matter of the Transaction Documents shall be governed exclusively by this Agreement. Without limiting the generality of the foregoing, all rights of Leonite under Sections 4.12 (Right of Participation), 4.13 (Right of First Refusal), 4.14 (Terms of Future Financings), 4.15 (Disclosure of Future Financings), 4.16 (Rollover Rights) and 4.17 (Registration Rights) of the Purchase Agreement, and all analogous rights under any other Transaction Document, shall terminate and be of no further force or effect. All security interests, liens, pledges, charges, assignments and other collateral or credit support granted to or for the benefit of Leonite under the Security Documents or any other Transaction Document shall be automatically, unconditionally and irrevocably released, terminated and discharged. The Assignment of Assets shall terminate and all right, title and interest in and to the Assigned Assets (as defined therein), including all VAT repayments, R&D tax relief claims and other amounts assigned thereunder, shall automatically revert to and be vested in OS Therapies UK LTD, free and clear of any claim, lien or interest of Leonite. Leonite hereby authorizes the Company, effective upon the Closing, to file UCC-3 termination statements with respect to all UCC-1 financing statements filed against the Company or any of its subsidiaries in favor of Leonite, and Leonite shall, within ten (10) Business Days after the Closing (or, if earlier, within five (5) Business Days after the Company's written request therefor), promptly execute and deliver such releases, discharges, terminations and other instruments as are reasonably necessary to evidence the release of such security interests, including without limitation any necessary filings, deregistrations or releases required under the laws of any applicable jurisdiction (including the United Kingdom), in each case at the sole expense of the Company. Nothing in this Section 5.4 shall terminate, release or impair this Agreement, including the releases set forth in Section 6 and the indemnification set forth in Section 7.

6. **Mutual Releases.**

6.1. **Release by Leonite.** Effective upon, and only upon, the occurrence of the Closing, Leonite, on behalf of itself and its past, present and future affiliates, general partners, limited partners, managers, members, officers, directors, employees, attorneys, agents, representatives, predecessors, successors and assigns (collectively, the "Leonite Releasing Parties"), hereby unconditionally, irrevocably, fully and finally releases, acquits and forever discharges the Company and each of its past, present and future affiliates, subsidiaries, stockholders, officers, directors, employees, attorneys, agents, representatives, predecessors, successors and assigns (collectively, the "Company Released Parties") from any and all claims, counterclaims, demands, actions, causes of action, suits, proceedings, damages, liabilities, obligations, debts, sums of money, accounts, covenants, contracts, agreements, promises, judgments, costs and expenses of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, at law or in equity, that any Leonite Releasing Party ever had, now has or hereafter can, shall or may have against any Company Released Party arising out of, relating to or in connection with any act, omission, event, occurrence or state of facts existing at or prior to the Closing, including the Transaction Documents, the transactions contemplated thereby and the Disputes; provided, however, that nothing in this Section 6.1 shall release, waive, discharge or impair (a) any obligation of any Party arising under this Agreement, including under Sections 5, 7 and 9, or (b) the right of any Party to enforce this Agreement.

6.2. **Release by the Company.** Effective upon, and only upon, the occurrence of the Closing, the Company, on behalf of itself and its past, present and future affiliates, subsidiaries, stockholders, officers, directors, employees, attorneys, agents, representatives, predecessors, successors and assigns (collectively, the "Company Releasing Parties"), hereby unconditionally, irrevocably, fully and finally releases, acquits and forever discharges Leonite, Leonite Advisors, LLC and each of their respective past, present and future affiliates, general partners, limited partners, managers, members, officers, directors, employees, attorneys, agents, representatives, predecessors, successors and assigns (collectively, the "Leonite Released Parties") from any and all claims, counterclaims, demands, actions, causes of action, suits, proceedings, damages, liabilities, obligations, debts, sums of money, accounts, covenants, contracts, agreements, promises, judgments, costs and expenses of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, fixed or contingent, accrued or unaccrued, liquidated or unliquidated, matured or unmatured, at law or in equity, that any Company Releasing Party ever had, now has or hereafter can, shall or may have against any Leonite Released Party arising out of, relating to or in connection with any act, omission, event, occurrence or state of facts existing at or prior to the Closing, including the negotiation, execution, delivery, funding, performance, administration, amendment or enforcement of the Transaction Documents, the amount, validity or enforceability of the obligations thereunder, the interest rate, original issue discount, fees and other economic terms thereof, the securities issued thereunder, the transactions contemplated thereby and the Disputes; provided, however, that nothing in this Section 6.2 shall release, waive, discharge or impair (a) any obligation of any Party arising under this Agreement or (b) the right of any Party to enforce this Agreement.

6.3. **Waiver of Unknown Claims.** Each Party acknowledges that it may hereafter discover facts in addition to, or different from, those which it now knows or believes to be true with respect to the subject matter of the releases set forth in this Section 6, and each Party, effective upon the Closing, expressly waives, to the fullest extent permitted by law, the provisions, rights and benefits of any statute, rule, doctrine or common law principle of any jurisdiction that would limit the scope or effectiveness of a general release with respect to unknown or unsuspected claims, it being the intention of the Parties that the releases set forth in this Section 6 shall be effective as full and final releases of all released matters notwithstanding the discovery or existence of any such additional or different facts.

6.4. **No Assignment of Claims; Covenant Not to Sue.** Each Party represents and warrants that it has not assigned, transferred, pledged or hypothecated, or purported to assign, transfer, pledge or hypothecate, to any person any claim, demand or cause of action released pursuant to this Section 6. Each Party covenants, effective upon the Closing, not to commence, prosecute, maintain, participate in or assist in the prosecution of any action, suit, arbitration or other proceeding against any released party based in whole or in part upon any claim released pursuant to this Section 6.

7. **Indemnification.**

7.1. **Indemnification by the Company.** From and after the Closing, the Company shall, jointly and severally, indemnify, defend and hold harmless Leonite, Leonite Advisors, LLC and each of their respective affiliates, general partners, limited partners, managers, members, officers, directors, employees, attorneys, agents and representatives (collectively, the “Leonite Indemnified Parties”) from and against any and all claims, actions, suits, arbitrations, proceedings, investigations, losses, liabilities, damages, judgments, awards, settlements, fines, penalties, interest, costs and expenses, including reasonable attorneys’ fees and expenses and costs of investigation (collectively, “Losses”), incurred, suffered, sustained or asserted against any Leonite Indemnified Party arising out of, relating to or in connection with (a) the Transaction Documents or the transaction contemplated thereby, including the negotiation, execution, delivery, funding, performance, administration, amendment, enforcement or termination thereof; (b) any breach by the Company of any representation, warranty or covenant contained in this Agreement; (c) the issuance, registration, listing, delivery or resale of the Settlement Shares, the Registration Statement, any prospectus or prospectus supplement relating thereto, and any actual or alleged violation of the Securities Act, the Securities Exchange Act of 1934, as amended, or any state securities law in connection with any of the foregoing, other than Losses arising solely from a resale of Settlement Shares by Leonite effected in violation of applicable law; and (d) any claim, action or proceeding brought or asserted by any third party, including any stockholder, creditor, trustee, receiver, examiner or governmental or regulatory authority, relating to any of the matters described in the foregoing clauses (a), (b) or (c); except, in each case, to the extent that such Losses are finally determined by a court or arbitrator of competent jurisdiction, in a non-appealable decision, to have resulted primarily from the actual fraud or willful misconduct of such Leonite Indemnified Party.

7.2. **Indemnification by Leonite.** From and after the Closing, Leonite shall indemnify, defend and hold harmless the Company and each of its affiliates, subsidiaries, stockholders, officers, directors, employees, attorneys, agents and representatives (collectively, the “Company Indemnified Parties”) from and against any and all Losses incurred, suffered, sustained or asserted against any Company Indemnified Party arising out of, relating to or in connection with (a) any breach by Leonite of any representation, warranty or covenant contained in this Agreement; or (b) any failure by Leonite to perform its obligations under Sections 5.1, 5.2, 5.3 or 5.4 in accordance with their terms; except, in each case, to the extent that such Losses are finally determined by a court or arbitrator of competent jurisdiction, in a non-appealable decision, to have resulted primarily from the actual fraud or willful misconduct of such Company Indemnified Party.

7.3. **Procedures.** The applicable indemnified party shall give the indemnifying party reasonably prompt written notice of any third-party claim for which indemnification is sought, provided that any failure or delay in giving such notice shall not relieve the indemnifying party of its obligations hereunder except to the extent the indemnifying party is actually and materially prejudiced thereby. The indemnifying party shall have the right, at its sole expense, to assume the defense of any such third-party claim upon written notice to the indemnified party within fifteen (15) days after receipt of such notice, provided that the indemnifying party shall not settle or compromise any such claim without the prior written consent of the indemnified party (not to be unreasonably withheld, conditioned or delayed) unless such settlement includes an unconditional release of such indemnified party from all liability in respect thereof and does not include any admission of fault or wrongdoing by, or any restriction upon, such indemnified party. If the indemnifying party does not timely assume the defense, the indemnified party may defend such claim and seek indemnification hereunder for all reasonable costs and expenses incurred in connection therewith.

7.4. **Limitations.** The aggregate liability of the Company under Section 7.1 (other than with respect to Losses arising under clause (b) thereof relating to the Settlement Shares) shall not exceed the sum of the Settlement Payment and the fair market value of the Settlement Shares as of the Closing (determined based on the closing price of the Common Stock on the trading day immediately preceding the Closing). The obligations of each Party under this Section 7 shall survive the Closing for a period of eighteen (18) months; provided, however, that claims relating to the issuance of the Settlement Shares under Section 7.1(b) shall survive until the expiration of the applicable statute of limitations. The indemnification provided in this Section 7 shall be the sole and exclusive post-Closing remedy of the Parties for any claims arising hereunder, other than claims for fraud or intentional breach.

8. **Representations and Warranties.**

8.1. **Mutual Representations.** Each Party represents and warrants to the other Party that (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (b) it has full power and authority to execute, deliver and perform this Agreement, and the execution, delivery and performance of this Agreement have been duly authorized by all necessary action on its part; (c) this Agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and general principles of equity; (d) its execution, delivery and performance of this Agreement do not and will not conflict with, violate or result in a breach of its organizational documents, any agreement or instrument to which it is a party or by which it is bound, or any law, rule, regulation, order or judgment applicable to it; and (e) it has had the opportunity to consult with counsel of its choosing in connection with this Agreement and enters into this Agreement voluntarily and without duress.

8.2. **Additional Representations of the Company.** The Company represents and warrants to Leonite that (a) the Registration Statement has been declared effective by the Commission, remains effective, and is available for the issuance of the Settlement Shares, no stop order suspending its effectiveness has been issued and no proceeding for that purpose has been initiated or, to the Company's knowledge, threatened by the Commission, and the issuance of the Settlement Shares pursuant to the Registration Statement will comply with the requirements of Form S-3, including, to the extent applicable, General Instruction I.B.6 thereof; (b) the Settlement Shares, when issued and delivered in accordance with this Agreement, will be duly authorized, validly issued, fully paid and nonassessable, free and clear of all liens, claims, encumbrances and rights of third parties, and will be issued in compliance with all applicable federal and state securities laws and the rules of the NYSE American; (c) no approval of the stockholders of OSTX, and no consent, approval or authorization of any governmental authority or other person, is required for the execution, delivery and performance of this Agreement or the issuance of the Settlement Shares, other than the filing of the prospectus supplement contemplated by Section 3, the listing application contemplated by Section 3 and the disclosure contemplated by Section 9.1; (d) OSTX has a sufficient number of authorized and unissued shares of Common Stock to permit the issuance of the Settlement Shares; and (e) the Company is not, and after giving effect to the transactions contemplated hereby will not be, insolvent, and the Company is entering into this Agreement in good faith and for reasonably equivalent value.

8.3. **Additional Representations of Leonite.** Leonite represents and warrants to the Company that (a) Leonite is the sole legal and beneficial owner of the Note, the Warrant and the Commitment Shares, free and clear of all liens, claims and encumbrances created by Leonite, and has not sold, assigned, transferred, pledged or hypothecated any interest therein to any person; (b) Leonite is a sophisticated party with such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the transactions contemplated by this Agreement; (c) Leonite has not commenced, and is not aware of any basis to commence, any action, suit, arbitration or other proceeding against any Company Released Party other than the Disputes, and Leonite has not granted any person any right, interest or claim with respect to any of the foregoing; and (d) the total amount outstanding under the Note as of the Effective Date, including all principal, accrued interest, original issue discount, fees and other charges, does not exceed $1,900,000.

9. **Covenants.**

9.1. **Public Disclosure.** The Company shall publicly disclose the material terms of this Agreement, by press release or by the filing of a Current Report on Form 8-K with the Commission, within the time required by applicable law and the rules of the NYSE American and in any event within four (4) Business Days after the Effective Date, and such disclosure shall include all material, non-public information, if any, provided or made available to Leonite by or on behalf of the Company at or prior to the time of such disclosure. From and after such disclosure, the Company shall not provide Leonite with any material, non-public information without Leonite’s prior written consent. Except as required by applicable law, regulation or legal process or the rules of any securities exchange, neither Party shall issue any press release or public statement concerning this Agreement that disparages the other Party.

9.2. **Transfer Agent Instructions.** Concurrently with the execution of this Agreement, OSTX shall deliver to the Transfer Agent irrevocable instructions, in form and substance reasonably acceptable to Leonite, directing the Transfer Agent to (a) issue and deliver the Settlement Shares in accordance with Section 3, (b) upon confirmation of the occurrence of the Closing, cancel the Commitment Shares in accordance with Section 5.3 and (c) upon confirmation of the occurrence of the Closing, release and cancel the Reserved Amount (as defined in the TA Letter) and terminate all reservations of shares maintained for the benefit of Leonite under the TA Letter or any other Transaction Document. The TA Letter shall terminate effective upon the Closing and the Transfer Agent shall thereafter have no obligation to act upon any instruction of Leonite delivered pursuant thereto.

9.3. **Further Assurances.** Each Party shall execute and deliver such further documents and instruments, and take such further actions, as may be reasonably necessary or appropriate to carry out the purposes and intent of this Agreement, including, in the case of Leonite following the Closing, the execution and delivery of the releases, terminations and other instruments contemplated by Section 5.4 at the sole expense of the Company.

9.4. **Confidentiality.** Except as required by applicable law, regulation, legal process or the rules of any securities exchange (including the disclosure contemplated by Section 9.1), or with the prior written consent of the other Party, each Party shall keep confidential and shall not disclose to any person the terms of this Agreement (other than its existence), provided that each Party may disclose such terms to its affiliates, officers, directors, employees, legal counsel, accountants, financial advisors and, in the case of Leonite, its limited partners and investors, in each case who have a need to know and who are bound by obligations of confidentiality no less protective than those set forth herein. The Parties acknowledge that the Company’s obligations under Section 9.1 to publicly disclose the material terms of this Agreement shall not constitute a breach of this Section 9.4.

10. **Failure to Close; Standstill.** If the Closing has not occurred on or before the Outside Date for any reason other than Leonite’s willful refusal to accept a delivery properly tendered in accordance with Sections 2 and 3, then: (i) the Company shall have a period of five (5) Business Days following written notice from Leonite (the “Cure Period”) within which to cure such failure; and (ii) if the Closing has not occurred by the end of the Cure Period, then, at Leonite’s election, exercisable by written notice to the Company: (a) this Agreement, other than Sections 7, 10, 11 and 12, shall terminate and be deemed void ab initio; (b) the releases set forth in Section 6 and the cancellations, satisfactions, terminations and lien releases contemplated by Section 5 shall be of no force or effect; (c) the Transaction Documents shall continue in full force and effect in accordance with their terms as if this Agreement had never been executed, and all rights, remedies, claims, defaults and Events of Default of Leonite thereunder, whether arising before, on or after the Effective Date, are expressly reserved and preserved; (d) any portion of the Settlement Payment received by Leonite shall be retained by Leonite and applied against amounts outstanding under the Note, without prejudice to any other right or remedy of Leonite; and (e) any Settlement Shares received by Leonite shall be returned to OSTX for cancellation. From the Effective Date until the earlier of the Closing and any termination of this Agreement pursuant to this Section 10, Leonite shall not deliver any notice of conversion under the Note or any notice of exercise under the Warrant. Except as expressly set forth in the immediately preceding sentence, nothing in this Agreement shall constitute a waiver, forbearance, cure or release of any kind prior to the occurrence of the Closing.

11. **No Admission of Liability.** This Agreement is entered into in compromise and settlement of the Disputes. Neither this Agreement, nor any of its terms, nor any act or payment performed or made pursuant to it, shall constitute or be construed as an admission of any liability, wrongdoing or violation of law by any Party, and each Party expressly denies any such liability, wrongdoing or violation.

12. **Miscellaneous.**

12.1. **Governing Law; Arbitration; Waiver of Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws. Any dispute, claim or controversy arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation or validity thereof, shall be resolved in accordance with the dispute resolution provisions set forth in Section 7.3 of the Purchase Agreement, which provisions (including the arbitration procedures, the designation of Wilmington, Delaware as the seat of arbitration, the carve-out for equitable relief and enforcement in the state and federal courts residing in Wilmington, Delaware, the prevailing party fee provisions and the notice and service of process provisions thereof) are incorporated into this Agreement by reference, mutatis mutandis, and shall survive the termination of the Purchase Agreement solely for purposes of this Agreement. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

12.2. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted under this Agreement shall be given in the manner, and shall be effective at the times, set forth in Section 7.6 of the Purchase Agreement, which is incorporated into this Agreement by reference, mutatis mutandis, addressed as follows: if to the Company, to OS Therapies Incorporated, 115 Pullman Crossing Road, Grasonville, MD 21638, Attention: Paul Romness, e-mail: ***, with a copy (which shall not constitute notice) to ***; and if to Leonite, to Leonite Fund I, LP, 600 East Crescent Avenue, Suite 104, Upper Saddle River, NJ 07458, Attention: Avi Geller, e-mail: ***, with a copy (which shall not constitute notice) to ***; or, in each case, to such other email address as a Party may designate by notice given in accordance herewith.

12.3. **Entire Agreement.** This Agreement, together with the Exhibit hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, discussions and term sheets, whether written or oral, with respect to such subject matter.

12.4. **Amendment; Waiver.** No amendment or modification of this Agreement, and no waiver of any provision hereof or consent to any departure herefrom, shall be effective unless in a writing signed by the Party against whom enforcement is sought. No failure or delay by a Party in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude any other or further exercise thereof.

12.5. **Assignment; Successors.** No Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, and any purported assignment in violation of this Section shall be void; provided that (a) Leonite may designate one or more of its affiliates or accounts to receive delivery of the Settlement Shares and (b) the Company may assign this Agreement to any successor entity in connection with a merger, consolidation, reorganization or sale of all or substantially all of its assets without the consent of Leonite, provided that such successor expressly assumes the obligations of the Company hereunder. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

12.6. **Third-Party Beneficiaries.** The Company Released Parties and the Leonite Released Parties are express third-party beneficiaries of Section 6, and the Leonite Indemnified Parties and the Company Indemnified Parties are express third-party beneficiaries of Section 7, in each case with the right to enforce such Sections directly. Except as set forth in the immediately preceding sentence, nothing in this Agreement, express or implied, is intended to confer upon any person other than the Parties any rights, remedies, obligations or liabilities.

12.7. **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect, such provision shall be modified to the minimum extent necessary to render it valid and enforceable, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

12.8. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by facsimile, electronic mail (including pdf or any electronic signature complying with applicable law, including DocuSign) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

12.9. **Specific Performance.** Each Party acknowledges and agrees that irreparable damage would occur if the other Party fails to perform its obligations under this Agreement in accordance with their terms and that monetary damages would not be an adequate remedy for any such failure. Accordingly, (a) Leonite shall be entitled to specific performance of the Company's obligations under Sections 2, 3 and 9, and to temporary, preliminary and permanent injunctive relief, in each case without the necessity of proving actual damages or posting any bond or other security, in addition to any other remedy available at law or in equity; and (b) the Company shall be entitled to specific performance of Leonite's obligations under Sections 5.1, 5.2, 5.3 and 5.4, and to temporary, preliminary and permanent injunctive relief, in each case without the necessity of proving actual damages or posting any bond or other security, in addition to any other remedy available at law or in equity.

12.10. **Expenses.** Except as otherwise expressly provided in this Agreement, each Party shall bear its own costs, fees and expenses, including attorneys' fees, incurred in connection with the negotiation, preparation, execution and performance of this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release as of the Effective Date.

COMPANY:

OS THERAPIES INCORPORATED

By: /s/ Paul A. Romness
Name: Paul A. Romness
Title: President and Chief Executive Officer

OS ANIMAL HEALTH INC.

By: /s/ Paul A. Romness
Name: Paul A. Romness
Title: Authorized Signatory

OS THERAPIES UK LTD

By: /s/ Paul A. Romness
Name: Paul A. Romness
Title: Authorized Signatory

LEONITE:

LEONITE FUND I, LP
By its Manager, Leonite Advisors, LLC

By: /s/ Avi Geller
Name: Avi Geller
Title: Manager