

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): September 29, 2026

OS THERAPIES INCORPORATED

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-42195
(Commission File Number)

82-5118368
(IRS Employer
Identification No.)

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

21638
(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

September 29, 2026

Item 1.01. Entry into a Material Definitive Agreement.

The information set forth under Item 5.02 of this Current Report on Form 8-K is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Effective September 29, 2026, the Board of Directors of OS Therapies Incorporated (the “Company”) appointed Francis (Frank) Knuettel II to serve as Chief Financial Officer of the Company and Kerry Clem to serve as Chief Commercial Officer of the Company. In connection with Mr. Knuettel’s appointment, Christopher P. Acevedo ceased serving as Chief Financial Officer of the Company and will continue to provide services to the Company in a consulting capacity.

Frank Knuettel II, CFO

Frank Knuettel II, 60, brings more than three decades of executive leadership experience with early-stage public companies in the technology and life sciences sectors. From June 2022 through July 2025, Mr. Knuettel served as Chief Financial Officer of Channel Therapeutics Corporation (formerly NYSE American: CHRO), a developer of non-opioid pain therapeutics, and, beginning in July 2023, also served as Chief Executive Officer. Following Channel’s merger with LNHG, Inc. and the subsequent change of Channel’s name to Pelthos Therapeutics Inc. (NYSE American: PTHS) in July 2025, Mr. Knuettel served as Chief Financial Officer of Pelthos, a biopharmaceutical company focused on commercializing innovative, safe and efficacious therapeutic products to address unmet treatment needs, until April 2026. Prior to that, from December 2020 to March 2022, he served as Chief Executive Officer of Unrivaled Brands, Inc. (formerly OTCQX: UNRV), a California-based operator of cannabis assets. Mr. Knuettel also serves as a director of Endovia Health Sciences, Inc. (NYSE American: EDVA), a cannabinoid health sciences company, and Beeline Holdings, Inc. (Nasdaq: BLNE), a technology-driven mortgage lender and home equity platform. Over the course of his career, he has helped raise more than \$500 million through equity and debt financings in the United States and Canada. In addition, he has managed more than 15 mergers and acquisitions as both a buyer and seller and has handled large-scale licensing transactions with Fortune 50 companies. Mr. Knuettel received a B.A. in Economics from Tufts University and an M.B.A. in Finance and Entrepreneurial Management from The Wharton School at the University of Pennsylvania.

In connection with Mr. Knuettel’s appointment as Chief Financial Officer, the Company entered into an employment agreement with Mr. Knuettel setting forth the terms of his employment and initial compensation. Mr. Knuettel’s employment agreement has an initial term of three years commencing September 29, 2026. If the Company elects not to extend the employment agreement, it must give at least 180 days’ prior written notice, and the term will be extended as necessary so that it ends no earlier than 180 days after notice. Pursuant to his employment agreement, Mr. Knuettel will receive a base salary of \$300,000 per year, which will increase to \$360,000 following a material transaction occurring at any time after the date that is 30 days following the effective date of his employment. A material transaction includes the sale of a priority review voucher, a financing or series of financings totaling more than \$10 million, a royalty financing, the licensing by the Company of any of its programs resulting in cumulative payments in excess of \$10 million, or any similar event in scope and magnitude.

Subject to approval by the Company's board of directors and the terms of the applicable award agreements, Mr. Knuettel will also receive the following equity awards under the Company's Amended and Restated 2023 Incentive Compensation Plan:

- **Initial Grant.** Options to purchase 750,000 shares of the Company's common stock and 250,000 restricted stock units ("RSUs"). 20% of each award will vest upon grant, with the remaining 80% vesting in 12 equal installments on the last day of each calendar quarter, subject to Mr. Knuettel's continued employment with the Company on each applicable vesting date.
- **Performance Grants.**
 - (a). Options to purchase 150,000 shares of the Company's common stock and 50,000 RSUs upon the completion by the Company of a capital raise in excess of \$10 million.
 - (b). Options to purchase 75,000 shares of the Company's common stock and 25,000 RSUs upon each of the following events:
 1. the execution of one or more out-license agreements with respect to any of the Company's intellectual property resulting in cumulative gross proceeds to the Company in excess of \$10 million;
 2. the sale by the Company of any priority review voucher for consideration in excess of \$100 million;
 3. the entry into a royalty transaction pursuant to which the Company sells a royalty in return for an infusion of capital, with cumulative proceeds to the Company in excess of \$10 million; and
 4. the research initiation by an analyst at a mid-tier investment bank.

Mr. Knuettel's employment agreement also provides him with certain severance benefits. If, prior to the third anniversary of his employment commencement date, the Company terminates Mr. Knuettel's employment other than for Cause (as defined in the employment agreement), or Mr. Knuettel terminates his employment for Good Reason (as defined in the employment agreement), the Company will (i) continue to pay his base salary for 180 days following termination, (ii) accelerate the vesting of his outstanding stock options and other equity awards such that the number of vested awards equals the number that would have vested had he remained employed through the 180-day severance period, and (iii) if he timely elects COBRA continuation coverage, pay or reimburse him for an amount equal to the Company's share of the health insurance premiums based on his level of coverage immediately prior to termination. Receipt of the severance benefits is conditioned upon Mr. Knuettel's execution, and non-revocation within 60 days following termination, of a separation and release of claims agreement and his continued compliance with his post-employment obligations, including those under his confidentiality and non-competition agreement.

Kerry Clem, CCO

Kerry Clem, 57, has extensive experience in commercial leadership and product launches in the biotechnology and specialty therapeutics sectors. Since May 2026, Mr. Clem has served as a managing director of WLH Consulting, Inc., a specialized consulting firm serving biopharma and life sciences organizations. From August 2024 to July 2025, Mr. Clem served as Chief Commercial Officer of Solaxa Inc., a clinical-stage biopharmaceutical company developing therapies for neurodegenerative diseases and nerve damage, and from August 2025 to May 2026, also served as its Chief Executive Officer. Prior to joining Solaxa, Mr. Clem served as Chief Commercial Officer of Acorda Therapeutics, Inc. (formerly Nasdaq: ACOR), a biopharmaceutical company developing therapies for neurological disorders, from September 2021 to August 2024, and held several senior positions at Acorda since January 2011. Mr. Clem has more than 25 years of sales and marketing experience in neurology, oncology, movement disorders, cardiology and pain. Over the course of his career, he has been involved in building commercial organizations and launching multiple products. Mr. Clem holds a B.S. degree from Florida State University.

In connection with Mr. Clem's appointment as Chief Commercial Officer, the Company entered into an employment agreement with Mr. Clem setting forth the terms of his employment and initial compensation. Mr. Clem's employment agreement has an initial term of three years commencing September 29, 2026. If the Company elects not to extend the employment agreement, it must give at least 180 days' prior written notice, and the term will be extended as necessary so that it ends no earlier than 180 days after notice. Pursuant to his employment agreement, Mr. Clem will receive a base salary of \$300,000 per year.

Subject to approval by the Company's board of directors and the terms of the applicable award agreements, Mr. Clem will also receive options to purchase 700,000 shares of the Company's common stock and 200,000 RSUs under the Company's Amended and Restated 2023 Incentive Compensation Plan. 20% of each award will vest upon grant, with the remaining 80% vesting in 12 equal installments on the last day of each calendar quarter, subject to Mr. Clem's continued employment with the Company on each applicable vesting date. Mr. Clem's employment agreement also contemplates that he may be granted additional performance-based equity awards upon the achievement of milestones to be determined by the Company's board of directors.

Mr. Clem's employment agreement also provides him with certain severance benefits. If, prior to the third anniversary of his employment commencement date, the Company terminates Mr. Clem's employment other than for Cause (as defined in the employment agreement), or Mr. Clem terminates his employment for Good Reason (as defined in the employment agreement), the Company will (i) continue to pay his base salary for 180 days following termination, (ii) accelerate the vesting of his outstanding stock options and other equity awards such that the number of vested awards equals the number that would have vested had he remained employed through the 180-day severance period, and (iii) if he timely elects COBRA continuation coverage, pay or reimburse him for an amount equal to the Company's share of the health insurance premiums based on his level of coverage immediately prior to termination. Receipt of the severance benefits is conditioned upon Mr. Clem's execution, and non-revocation within 60 days following termination, of a separation and release of claims agreement and his continued compliance with his post-employment obligations, including those under his confidentiality and non-competition agreement.

In addition, each of Messrs. Knuettel and Clem entered into the Company's standard form of confidentiality and non-competition agreement, pursuant to which each agreed to customary confidentiality and non-competition covenants. Each employment agreement provides that these covenants survive termination and that the Company is entitled to relief for breach. Each executive will also be subject to Company's clawback policy.

There are no arrangements or understandings between either Mr. Knuettel or Mr. Clem and any other person pursuant to which either was selected as an officer of the Company. There are no family relationships between either Mr. Knuettel or Mr. Clem and any director or executive officer of the Company that would require disclosure under Item 401(d) of Regulation S-K, and neither Mr. Knuettel nor Mr. Clem has a direct or indirect material interest in any transaction or proposed transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

The foregoing descriptions of the employment agreements do not purport to be complete and are qualified in their entirety by reference to the full text of the applicable employment agreement, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and incorporated herein by reference.

Item 8.01. Other Events.

On October 1, 2026, the Company issued a press release announcing the appointments of Mr. Knuettel and Mr. Clem, a copy of which is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The information in this Item 8.01, including Exhibit 99.1, of this Current Report on Form 8-K shall not be deemed to be "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities under that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, regardless of any general incorporation language in such filing, unless expressly incorporated by specific reference in such filing.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1+	Employment Agreement, dated as of September 29, 2026, between OS Therapies Incorporated and Francis Knuettel II.
10.2+	Employment Agreement, dated as of September 29, 2026, between OS Therapies Incorporated and Kerry Clem.
99.1	Press Release issued by OS Therapies Incorporated on October 1, 2026.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

+ Indicates a management contract or any compensatory plan, contract or arrangement.

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: October 5, 2026

By: /s/ Paul A. Romness, MPH

Name: Paul A. Romness, MPH

Title: President and Chief Executive Officer

EMPLOYMENT AGREEMENT

AGREEMENT, dated as of September 29th, 2026, between OS Therapies Incorporated, a Delaware corporation (the “Company”), and Francis Knuettel II (the “Executive”).

WHEREAS, the Company desires to retain the services of the Executive and to that end desires to enter into a contract of employment with him, upon the terms and conditions herein set forth; and

WHEREAS, the Executive desires to be employed by the Company upon such terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be bound, hereby agree as follows:

1. APPOINTMENT AND TERM

Subject to the terms hereof, the Company hereby employs the Executive, and the Executive hereby accepts employment with the Company, all in accordance with the terms and conditions set forth herein, for a period of three years commencing on the date hereof (the “Commencement Date”) and ending on the third anniversary of such date. The Executive shall hold the position of Chief Financial Officer of the Company.

2. DUTIES

(a) The Executive shall, unless prevented by incapacity, devote substantially all of his time, attention and ability to the discharge of his duties hereunder and to the faithful and diligent performance of such duties and the exercise of such powers as may reasonably be assigned to or vested in him by the Board of Directors of the Company (the “Board”), such duties to be consistent with his position. The Executive shall obey the reasonable and lawful directions of the Board and CEO and shall use all reasonable efforts to promote the interests of the Company and to maintain and promote the reputation thereof.

(b) The Executive shall not during his term of employment (except as a representative of the Company or with the consent in writing of the Board) be directly and indirectly engaged or concerned or interested in any other business or commercial activity except (i) through ownership of an interest of not more than 2% in any entity or (ii) one that does not require a significant time commitment by the Executive or impair the ability of the Executive to discharge his duties hereunder).

(c) The Executive shall be based in the New Fairfield, Connecticut area, except for required travel on the Company’s business.

3. REMUNERATION

(a) Base Salary. As compensation for his services pursuant hereto, the Executive shall initially be paid a salary at the rate of \$300,000 per annum. Following a material transaction more than 30 days after employment, which shall include the sale of the PRV, a financing or series of financings totaling in excess of \$10.0 million, royalty financing, out licensure of any of the Company's programs upon reaching cumulative payments in excess of \$10.0 million or any similar event in scope and magnitude, Executive's salary shall be increased to \$360,000 per annum. This amount shall be payable in equal periodic installments in accordance with the usual payroll practice of the Company.

(b) Equity.

(i) Initial Grant. Subject to the approval of the Company's Board of Directors (the "Board"), Executive will be granted equity awards covering 750,000 shares of the Company's common stock in the form of stock options ("Options") and 250,000 shares of the Company's common stock in the form of restricted stock units ("RSUs") as determined by the Board (such award or awards, the "Initial Equity Award"). The Initial Equity Awards will vest as to 20% upon grant for each of the Options and RSUs subject to the Initial Equity Award; thereafter, the remainder of the Initial Equity Award will vest in twelve substantially equal quarterly installments on the last day of each quarter (i.e., every three calendar months), until fully vested, subject, in each case, to Executive's continued employment by the Company through each such vesting date. The Initial Equity Award will be subject to the terms of the Company's Incentive Stock Option Plan (as amended from time to time, the "Plan").

(ii) Performance Grants. Subject to the approval of the Company's Board, Executive will be granted equity awards following certain milestones as follows:

- Following a gross capital raise in excess of \$10.0 million, Executive shall be granted 150,000 shares of the Company's common stock in the form of Options and 50,000 shares of the Company's common stock in the form of RSUs;
- Following the out license(s) of any the Company's intellectual property, with cumulative gross proceeds to the Company in excess of \$10.0 million, Executive shall be granted 75,000 shares of the Company's common stock in the form of Options and 25,000 shares of the Company's common stock in the form of RSUs;
- Following the sale of any Company priority review voucher in excess of \$100.0 million, Executive shall be granted 75,000 shares of the Company's common stock in the form of Options and 25,000 shares of the Company's common stock in the form of RSUs;
- Following a royalty transaction whereby the Company sells a royalty in return for an infusion of capital, with cumulative proceeds to the Company in excess of \$10.0 million, Executive shall be granted 75,000 shares of the Company's common stock in the form of Options and 25,000 shares of the Company's common stock in the form of RSUs;

Following research initiation by an analyst at a mid-tier investment bank (for example, Jeffries or Piper Sandler), Executive shall be granted 75,000 shares of the Company's common stock in the form of Options and 25,000 shares of the Company's common stock in the form of RSUs.

4. HEALTH INSURANCE AND OTHER FRINGE BENEFITS

In addition to the compensation specified in Section 3, the Executive shall be entitled to participate in regular employee fringe benefit programs to the extent such programs are offered by the Company to its executive employees, including, but not limited to, 401K plan, medical and hospitalization insurance and life insurance that are substantially consistent with the programs of the Company in effect prior to the Commencement Date.

5. REIMBURSEMENT FOR EXPENSES

The Executive shall be reimbursed for reasonable and necessary business expenses incurred in connection with the business of the Company.

6. TERMINATION

(a) This Agreement shall terminate in accordance with the terms of Section 6(b) hereof; provided, however, that such termination shall not affect the obligations of the Executive pursuant to the terms of the Confidentiality Agreement (as defined in Section 8 below).

(b) This Agreement shall terminate on the third anniversary of the Commencement Date; or as follows:

(i) Upon the written notice to the Executive by the Company at any time, because of the willful and material malfeasance, dishonesty or substance abuse by the Executive, the Executive's material and continuing breach, non-performance or non-observance of any of the terms or provisions of this Agreement or the Confidentiality Agreement, but only after notice by the Company of such breach, non-performance or non-observance and the failure of the Executive to cure such default within ten days following written notice from the Company, or the Executive's conviction of a crime involving moral turpitude.

(ii) In the event the Executive, by reason of physical or mental disability, shall be unable to perform the services required of him hereunder for a period of more than 60 consecutive days, or for more than a total of 90 days in the aggregate during any period of 12 consecutive calendar months, on the 61st consecutive day, or the 91st day, as the case may be. The Executive agrees, in the event of any dispute under this Section 6(b)(ii), and after written notice by the Board, to submit to a physical examination by a licensed physician practicing in the New York metropolitan area selected by the Board, and reasonably acceptable to the Executive.

(iii) In the event the Executive dies while employed pursuant hereto, on the day in which his death occurs.

(c) In the event the Company chooses not to enter into any agreement extending the Executive's employment beyond the third anniversary of the Commencement Date, the Company agrees to provide the Executive at least 180 days prior written notice of such determination (which notice may be given either prior to or after such third anniversary of the Commencement Date, but if notice is given any later than 180 days prior to the third anniversary of the Commencement Date, then the term of this Agreement shall be extended until the date which is 180 days after the date such notice is given), during which time the Executive may seek alternative employment while still being employed by the Company.

(d) In the event that the Company terminates Executive at any time prior to the 3rd anniversary of this Agreement, other than for Cause or Good Reason, then Company shall: (1) continue to pay Executive's Base Salary for 180 days following such termination, (2) the vesting of all stock options and other equity awards will be accelerated by the number of months of severance described above, such that, as of the Termination Date, the number of vested options shall be equal to that which would have vested had Executive remained employed through the severance period and (3) if Executive is enrolled in the Company's group health plan immediately prior to termination and timely elects continued health insurance coverage pursuant to COBRA, the Company will pay to such plan or reimburse Executive (at the Company's election) an amount equal to the Company's share of the insurance premiums (which will be based on Executive's level of coverage immediately prior to termination) ("Severance Benefit").

(i) For purposes of this letter agreement, "Cause" shall mean: (1) your engagement in any conduct that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the business interests or reputation of the Company (for avoidance of doubt, "conduct" in this subsection does not mean poor performance or failure to meet Company objectives); (2) any breach by you of the agreements referenced in section 7 of this letter agreement; (3) your failure to perform, or negligence in your performance of, any material duties required of or assigned to you if such duties are consistent with duties customary for the position held by you; (4) your fraud or embezzlement, or your willful misconduct with respect to the Company; (5) your material breach of this letter agreement; or (6) your conviction of, or plea of guilty or nolo contendere to, a misdemeanor relating to the Company, any crime involving dishonesty or moral turpitude, or any felony; provided however, that with respect to subsections (1), (2) (3) and (5) hereof, you were given fourteen (14) calendar days' written notice of such conduct, breach, or deficiencies and an opportunity to cure such conduct, breach or deficiencies but you failed to do so within such period (but only if the Company, in its reasonable discretion, deems such conduct, breach or deficiencies susceptible to cure, and provided further that you are eligible for no more than two "cure" opportunities during your employment).

(ii) For purposes of this letter agreement, "Good Reason" shall mean the occurrence, without your prior written consent, of any of the following events: (a) a material reduction in your authority, duties, or responsibilities such that your authority, duties or responsibilities are no longer materially consistent with those of a Chief Finance Officer of similarly situated companies; (b) the relocation of the principal place at which you provide services to the Company by at least 50 miles and to a location such that your daily commuting distance is increased;

(e) a material reduction of your base salary; or (d) a material breach by the Company of its obligations under this letter agreement. No termination will be treated as a termination by you for Good Reason unless (x) you have given written notice to the Company of your intention to terminate your employment for Good Reason, describing the grounds for such action, no later than 90 days after the first occurrence of such circumstances, (y) you have provided the Company with at least 30 days in which to cure the circumstances, and (z) if the Company is not successful in curing the circumstances, you end your employment within 30 days following the cure period in (y).

(f) The Severance Benefits will be subject to the following terms and conditions:

(i) Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), each salary continuation payment is considered a separate payment.

(ii) Any severance or other benefits under this letter agreement will begin only upon the date of your "separation from service" (as defined under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h)) which occurs on or after the date of termination of the employment. To the extent that the termination of your employment does not constitute a separation from service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by you to the Company, or any of its parents, subsidiaries or affiliates, at the time your employment terminates), any severance benefits payable that constitute deferred compensation under Section 409A of the Code shall be delayed until after the date of a subsequent event constituting a separation from service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this section shall not cause any forfeiture of benefits on your part but shall only act as a delay until such time as a "separation from service" occurs.

(iii) Further, if you are a "specified employee" (as that term is used in Section 409A of the Code and regulations and other guidance issued thereunder) on the date your separation from service becomes effective, any severance benefits payable hereunder that constitute nonqualified deferred compensation under Section 409A of the Code shall be delayed until the earlier of (i) the business day following the six-month anniversary of the date your separation from service becomes effective, and (ii) the date of your death, but only to the extent necessary to avoid such penalties under Section 409A of the Code. On the earlier of (A) the business day following the six-month anniversary of the date your separation from service becomes effective, and (B) your death, the Company shall pay you in a lump sum the aggregate value of the non-qualified deferred compensation that the Company otherwise would have paid you prior to that date as described above. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code. The Company makes no representation or warranty and shall have no liability to you or any other person if any provision of this letter agreement is determined to constitute deferred compensation subject to Section 409A of the Code, but do not satisfy an exemption from, or the conditions of, Section 409A of the Code.

(iv) The Company's obligation to provide the Severance Benefits will be contingent upon your entering into and complying with a separation and release of claims agreement substantially in the form attached hereto as Exhibit A (the "Release"), which Release must be signed and any applicable revocation period with respect thereto must have expired by the sixtieth (60th) day following your termination of employment. The Severance Benefits shall be paid or commence on the first payroll period following the date the Release becomes effective (the "Payment Date"). Notwithstanding the foregoing, if the 60th day following the date of termination occurs in the calendar year following the date on which your employment terminates, then the Payment Date shall be no earlier than January 1 of such subsequent calendar year. In addition, to remain eligible for the Severance Benefits you must comply with all post-employment obligations under law or in any agreement between you and the Company, including those in the agreements that you shall sign pursuant to section 7 of this letter as a condition of employment and as set forth in the Release.

7. RESTRICTIONS DURING EMPLOYMENT AND FOLLOWING TERMINATION

(a) The Executive will be required to execute the Company's standard form of Confidentiality and Non-Competition Agreement ("Confidentiality Agreement"), a copy of which accompanies this Agreement. Such Confidentiality Agreement, which is hereby incorporated into this Agreement as if set forth herein in its entirety, forms part of the consideration given by the Executive for the Company entering into this Agreement with the Executive.

(b) It is understood by and between the parties hereto that the covenants by the Executive contained in the Confidentiality Agreement are essential elements of this Agreement and that, but for the agreement of the Executive to comply with such covenants, the Company would not have entered into this Agreement. The Company and the Executive have independently consulted with their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants.

8. REMEDIES

(a) Without intending to limit the remedies available to the Company, it is mutually understood and agreed that the Executive's services are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which may not be reasonably or adequately compensated in damages in an action at law, and, therefore, in the event of any material breach by the Executive that continues after any applicable cure period, the Company shall be entitled to equitable relief by way of injunction or otherwise.

(b) The covenants contained in the Confidentiality Agreement shall be construed as independent of any provisions contained in this Agreement and shall be enforceable as aforesaid notwithstanding the existence of any claim or cause of action of the Executive against the Company, whether based on this Agreement or otherwise. In the event that any of the provisions contained in the Confidentiality Agreement should ever be adjudicated to exceed the time, geographic, product or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in any such jurisdiction to the maximum time, geographic, product or other limitations permitted by applicable law.

9. COMPLIANCE WITH OTHER AGREEMENTS

The Executive represents and warrants to the Company that the execution of this Agreement by him and his performance of his obligations hereunder will not, with or without the giving of notice or the passage of time or both, conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which the Executive is a party or by which the Executive is or may be bound.

10. WAIVERS

The waiver by the Company or the Executive of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11. BINDING EFFECT; BENEFITS

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any corporation or other business organization with which the Company may merge or consolidate, as long as the responsibilities and duties of the Executive are not materially increased thereby. Insofar as the Executive is concerned, this contract, being personal, cannot be assigned.

12. NOTICES

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to the person to whom such notice is to be given at his or its address set forth below, or such other address for the party as shall be specified by notice given pursuant hereto:

- (a) If to the Executive, to him at:

Francis Knuettel II

and

- (b) If to the Company, to it at:

OS Therapies Incorporated
15825 Shady Grove Road, Suite 135
Rockville, MD 20850
Attention: Chairman of the Board

with a copy to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Spencer G. Feldman, Esq.

13. MISCELLANEOUS

(a) This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, modified, extended or terminated except upon written amendment approved by the Board and executed by a duly authorized officer of the Company.

(b) The Executive acknowledges that from time to time, the Company may establish, maintain and distribute employee manuals or handbooks or personnel policy manuals, and officers or other representatives of the Company may make written or oral statements relating to personnel policies and procedures. Such manuals, handbooks and statements are intended only for general guidance. No policies, procedures or statements of any nature by or on behalf of the Company (whether written or oral, and whether or not contained in any employee manual or handbook or personnel policy manual), and no acts or practices of any nature, shall be construed to modify this Agreement or to create express or implied obligations of any nature to the Executive.

(c) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(d) All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles.

(e) Any controversy or claim arising from, out of or relating to this Agreement, or the breach hereof (other than controversies or claims arising from, out of or relating to the provisions contained in the Confidentiality Agreement), shall be determined by final and binding arbitration in Rockville, Maryland, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association, by a panel of not less than three arbitrators appointed by the American Arbitration Association. The decision of the arbitrators may be entered and enforced in any court of competent jurisdiction by either the Company or the Executive.

The parties indicate their acceptance of the foregoing arbitration requirement by initialing below:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of September 2026.

OS THERAPIES INCORPORATED

By: /s/ Paul Romness
Name: Paul Romness
Title: Chief Executive Officer

EXECUTIVE:

/s/ Francis Knuettel II
Francis Knuettel II

EMPLOYMENT AGREEMENT

AGREEMENT, dated as of September 29, 2026, between OS Therapies Incorporated, a Delaware corporation (the “Company”), and Kerry Clem (the “Executive”).

WHEREAS, the Company desires to retain the services of the Executive and to that end desires to enter into a contract of employment with him, upon the terms and conditions herein set forth; and

WHEREAS, the Executive desires to be employed by the Company upon such terms and conditions.

NOW, THEREFORE, in consideration of the premises and of the mutual benefits and covenants contained herein, the parties hereto, intending to be bound, hereby agree as follows:

1. APPOINTMENT AND TERM

Subject to the terms hereof, the Company hereby employs the Executive, and the Executive hereby accepts employment with the Company, all in accordance with the terms and conditions set forth herein, for a period of three years commencing on the date hereof (the “Commencement Date”) and ending on the third anniversary of such date. The Executive shall hold the position of Chief Commercial Officer of the Company.

2. DUTIES

(a) The Executive shall, unless prevented by incapacity, devote substantially all of his time, attention and ability to the discharge of his duties hereunder and to the faithful and diligent performance of such duties and the exercise of such powers as may reasonably be assigned to or vested in him by the Board of Directors of the Company (the “Board”), such duties to be consistent with his position. The Executive shall obey the reasonable and lawful directions of the Board and CEO and shall use all reasonable efforts to promote the interests of the Company and to maintain and promote the reputation thereof.

(b) The Executive shall not during his term of employment (except as a representative of the Company or with the consent in writing of the Board) be directly and indirectly engaged or concerned or interested in any other business or commercial activity except (i) through ownership of an interest of not more than 2% in any entity or (ii) one that does not require a significant time commitment by the Executive or impair the ability of the Executive to discharge his duties hereunder).

3. REMUNERATION

(a) Base Salary. As compensation for his services pursuant hereto, the Executive shall initially be paid a salary at the rate of \$300,000 per annum. This amount shall be payable in equal periodic installments in accordance with the usual payroll practice of the Company.

(b) Equity.

(i) Initial Grant. Subject to the approval of the Company's Board of Directors (the "Board"), Executive will be granted equity awards covering 700,000 shares of the Company's common stock in the form of stock options ("Options") and 200,000 shares of the Company's common stock in the form of restricted stock units ("RSUs") as determined by the Board (such award or awards, the "Initial Equity Award"). The Initial Equity Awards will vest as to 20% upon grant for each of the Options and RSUs subject to the Initial Equity Award; thereafter, the remainder of the Initial Equity Award will vest in twelve substantially equal quarterly installments on the last day of each quarter (i.e., every three calendar months), until fully vested, subject, in each case, to Executive's continued employment by the Company through each such vesting date. The Initial Equity Award will be subject to the terms of the Company's Incentive Stock Option Plan (as amended from time to time, the "Plan").

(ii) Performance Grants. Subject to the approval of the Company's Board, Executive will be granted equity awards following certain milestones as follows:

TBD

4. HEALTH INSURANCE AND OTHER FRINGE BENEFITS

In addition to the compensation specified in Section 3, the Executive shall be entitled to participate in regular employee fringe benefit programs to the extent such programs are offered by the Company to its executive employees, including, but not limited to, 401K plan, medical and hospitalization insurance and life insurance that are substantially consistent with the programs of the Company in effect prior to the Commencement Date.

5. REIMBURSEMENT FOR EXPENSES

The Executive shall be reimbursed for reasonable and necessary business expenses incurred in connection with the business of the Company.

6. TERMINATION

(a) This Agreement shall terminate in accordance with the terms of Section 6(b) hereof; provided, however, that such termination shall not affect the obligations of the Executive pursuant to the terms of the Confidentiality Agreement (as defined in Section 8 below).

(b) This Agreement shall terminate on the third anniversary of the Commencement Date; or as follows:

(i) Upon the written notice to the Executive by the Company at any time, because of the willful and material malfeasance, dishonesty or substance abuse by the Executive, the Executive's material and continuing breach, non-performance or non-observance of any of the terms or provisions of this Agreement or the Confidentiality Agreement, but only after notice by the Company of such breach, non-performance or non-observance and the failure of the Executive to cure such default within ten days following written notice from the Company, or the Executive's conviction of a crime involving moral turpitude.

(ii) In the event the Executive, by reason of physical or mental disability, shall be unable to perform the services required of him hereunder for a period of more than 60 consecutive days, or for more than a total of 90 days in the aggregate during any period of 12 consecutive calendar months, on the 61st consecutive day, or the 91st day, as the case may be. The Executive agrees, in the event of any dispute under this Section 6(b)(ii), and after written notice by the Board, to submit to a physical examination by a licensed physician practicing in the New York metropolitan area selected by the Board, and reasonably acceptable to the Executive.

(iii) In the event the Executive dies while employed pursuant hereto, on the day in which his death occurs.

(c) In the event the Company chooses not to enter into any agreement extending the Executive's employment beyond the third anniversary of the Commencement Date, the Company agrees to provide the Executive at least 180 days prior written notice of such determination (which notice may be given either prior to or after such third anniversary of the Commencement Date, but if notice is given any later than 180 days prior to the third anniversary of the Commencement Date, then the term of this Agreement shall be extended until the date which is 180 days after the date such notice is given), during which time the Executive may seek alternative employment while still being employed by the Company.

(d) In the event that the Company terminates Executive at any time prior to the 3rd anniversary of this Agreement, other than for Cause or Good Reason, then Company shall: (1) continue to pay Executive's Base Salary for 180 days following such termination, (2) the vesting of all stock options and other equity awards will be accelerated by the number of months of severance described above, such that, as of the Termination Date, the number of vested options shall be equal to that which would have vested had Executive remained employed through the severance period and (3) if Executive is enrolled in the Company's group health plan immediately prior to termination and timely elects continued health insurance coverage pursuant to COBRA, the Company will pay to such plan or reimburse Executive (at the Company's election) an amount equal to the Company's share of the insurance premiums (which will be based on Executive's level of coverage immediately prior to termination) ("Severance Benefit").

(i) For purposes of this letter agreement, "Cause" shall mean: (1) your engagement in any conduct that has materially and adversely affected, or is reasonably likely to materially and adversely affect, the business interests or reputation of the Company (for avoidance of doubt, "conduct" in this subsection does not mean poor performance or failure to meet Company objectives); (2) any breach by you of the agreements referenced in section 7 of this letter agreement; (3) your failure to perform, or negligence in your performance of, any material duties required of or assigned to you if such duties are consistent with duties customary for the position held by you; (4) your fraud or embezzlement, or your willful misconduct with respect to the Company; (5) your material breach of this letter agreement; or (6) your conviction of, or plea of guilty or nolo contendere to, a misdemeanor relating to the Company, any crime involving dishonesty or moral turpitude, or any felony; provided however, that with respect to subsections (1), (2) (3) and (5) hereof, you were given fourteen (14) calendar days' written notice of such conduct, breach, or deficiencies and an opportunity to cure such conduct, breach or deficiencies but you failed to do so within such period (but only if the Company, in its reasonable discretion, deems such conduct, breach or deficiencies susceptible to cure, and provided further that you are eligible for no more than two "cure" opportunities during your employment).

(ii) For purposes of this letter agreement, “Good Reason” shall mean the occurrence, without your prior written consent, of any of the following events: (a) a material reduction in your authority, duties, or responsibilities such that your authority, duties or responsibilities are no longer materially consistent with those of a Chief Commercial Officer of similarly situated companies; (b) the relocation of the principal place at which you provide services to the Company by at least 50 miles and to a location such that your daily commuting distance is increased;

(e) a material reduction of your base salary; or (d) a material breach by the Company of its obligations under this letter agreement. No termination will be treated as a termination by you for Good Reason unless (x) you have given written notice to the Company of your intention to terminate your employment for Good Reason, describing the grounds for such action, no later than 90 days after the first occurrence of such circumstances, (y) you have provided the Company with at least 30 days in which to cure the circumstances, and (z) if the Company is not successful in curing the circumstances, you end your employment within 30 days following the cure period in (y).

(f) The Severance Benefits will be subject to the following terms and conditions:

(i) Solely for purposes of Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), each salary continuation payment is considered a separate payment.

(ii) Any severance or other benefits under this letter agreement will begin only upon the date of your “separation from service” (as defined under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h)) which occurs on or after the date of termination of the employment. To the extent that the termination of your employment does not constitute a separation from service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by you to the Company, or any of its parents, subsidiaries or affiliates, at the time your employment terminates), any severance benefits payable that constitute deferred compensation under Section 409A of the Code shall be delayed until after the date of a subsequent event constituting a separation from service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this section shall not cause any forfeiture of benefits on your part but shall only act as a delay until such time as a “separation from service” occurs.

(iii) Further, if you are a “specified employee” (as that term is used in Section 409A of the Code and regulations and other guidance issued thereunder) on the date your separation from service becomes effective, any severance benefits payable hereunder that constitute nonqualified deferred compensation under Section 409A of the Code shall be delayed until the earlier of (i) the business day following the six-month anniversary of the date your separation from service becomes effective, and (ii) the date of your death, but only to the extent necessary to avoid such penalties under Section 409A of the Code. On the earlier of (A) the business day following the six-month anniversary of the date your separation from service becomes effective, and (B) your death, the Company shall pay you in a lump sum the aggregate value of the non-qualified deferred compensation that the Company otherwise would have paid you prior to that date as described above. Neither the Company nor you shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code. The Company makes no representation or warranty and shall have no liability to you or any other person if any provision of this letter agreement is determined to constitute deferred compensation subject to Section 409A of the Code, but do not satisfy an exemption from, or the conditions of, Section 409A of the Code.

(iv) The Company's obligation to provide the Severance Benefits will be contingent upon your entering into and complying with a separation and release of claims agreement substantially in the form attached hereto as Exhibit A (the "Release"), which Release must be signed and any applicable revocation period with respect thereto must have expired by the sixtieth (60th) day following your termination of employment. The Severance Benefits shall be paid or commence on the first payroll period following the date the Release becomes effective (the "Payment Date"). Notwithstanding the foregoing, if the 60th day following the date of termination occurs in the calendar year following the date on which your employment terminates, then the Payment Date shall be no earlier than January 1 of such subsequent calendar year. In addition, to remain eligible for the Severance Benefits you must comply with all post-employment obligations under law or in any agreement between you and the Company, including those in the agreements that you shall sign pursuant to section 7 of this letter as a condition of employment and as set forth in the Release.

7. RESTRICTIONS DURING EMPLOYMENT AND FOLLOWING TERMINATION

(a) The Executive will be required to execute the Company's standard form of Confidentiality and Non-Competition Agreement ("Confidentiality Agreement"), a copy of which accompanies this Agreement. Such Confidentiality Agreement, which is hereby incorporated into this Agreement as if set forth herein in its entirety, forms part of the consideration given by the Executive for the Company entering into this Agreement with the Executive.

(b) It is understood by and between the parties hereto that the covenants by the Executive contained in the Confidentiality Agreement are essential elements of this Agreement and that, but for the agreement of the Executive to comply with such covenants, the Company would not have entered into this Agreement. The Company and the Executive have independently consulted with their respective counsel and have been advised in all respects concerning the reasonableness and propriety of such covenants.

8. REMEDIES

(a) Without intending to limit the remedies available to the Company, it is mutually understood and agreed that the Executive's services are of a special, unique, unusual, extraordinary and intellectual character giving them a peculiar value, the loss of which may not be reasonably or adequately compensated in damages in an action at law, and, therefore, in the event of any material breach by the Executive that continues after any applicable cure period, the Company shall be entitled to equitable relief by way of injunction or otherwise.

(b) The covenants contained in the Confidentiality Agreement shall be construed as independent of any provisions contained in this Agreement and shall be enforceable as aforesaid notwithstanding the existence of any claim or cause of action of the Executive against the Company, whether based on this Agreement or otherwise. In the event that any of the provisions contained in the Confidentiality Agreement should ever be adjudicated to exceed the time, geographic, product or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in any such jurisdiction to the maximum time, geographic, product or other limitations permitted by applicable law.

9. COMPLIANCE WITH OTHER AGREEMENTS

The Executive represents and warrants to the Company that the execution of this Agreement by him and his performance of his obligations hereunder will not, with or without the giving of notice or the passage of time or both, conflict with, result in the breach of any provision of or the termination of, or constitute a default under, any agreement to which the Executive is a party or by which the Executive is or may be bound.

10. WAIVERS

The waiver by the Company or the Executive of a breach of any of the provisions of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

11. BINDING EFFECT; BENEFITS

This Agreement shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any corporation or other business organization with which the Company may merge or consolidate, as long as the responsibilities and duties of the Executive are not materially increased thereby. Insofar as the Executive is concerned, this contract, being personal, cannot be assigned.

12. NOTICES

All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered to the person to whom such notice is to be given at his or its address set forth below, or such other address for the party as shall be specified by notice given pursuant hereto:

- (a) If to the Executive, to him at:

Kerry Clem

and

- (b) If to the Company, to it at:

OS Therapies Incorporated
115 Pullman Crossing Road
Grasonville, MD 21638
Attention: Chairman of the Board

with a copy to:

Olshan Frome Wolosky LLP
1325 Avenue of the Americas
New York, New York 10019
Attention: Spencer G. Feldman, Esq.

13. MISCELLANEOUS

(a) This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be changed, modified, extended or terminated except upon written amendment approved by the Board and executed by a duly authorized officer of the Company.

(b) The Executive acknowledges that from time to time, the Company may establish, maintain and distribute employee manuals or handbooks or personnel policy manuals, and officers or other representatives of the Company may make written or oral statements relating to personnel policies and procedures. Such manuals, handbooks and statements are intended only for general guidance. No policies, procedures or statements of any nature by or on behalf of the Company (whether written or oral, and whether or not contained in any employee manual or handbook or personnel policy manual), and no acts or practices of any nature, shall be construed to modify this Agreement or to create express or implied obligations of any nature to the Executive.

(c) This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

(d) All questions pertaining to the validity, construction, execution and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, without regard to its conflict of law principles.

(e) Any controversy or claim arising from, out of or relating to this Agreement, or the breach hereof (other than controversies or claims arising from, out of or relating to the provisions contained in the Confidentiality Agreement), shall be determined by final and binding arbitration in Rockville, Maryland, in accordance with the Employment Dispute Resolution Rules of the American Arbitration Association, by a panel of not less than three arbitrators appointed by the American Arbitration Association. The decision of the arbitrators may be entered and enforced in any court of competent jurisdiction by either the Company or the Executive.

The parties indicate their acceptance of the foregoing arbitration requirement by initialing below:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the 29th day of September 2026.

OS THERAPIES INCORPORATED

By: /s/ Paul Romness

Name: Paul Romness

Title: Chief Executive Officer

EXECUTIVE:

/s/ Kerry Clem

Kerry Clem

October 1, 2026

**OS Therapies Appoints Kerry Clem as Chief Commercial Officer and Frank Knuettel II as Chief Financial Officer**

Experienced biotech leaders to focus on preparations for U.S., U.K., and European commercial launch of the Company's lead product candidate Herlystic™(OST-HER2; daznelimgene lisbac)

Grasonville, Maryland--(Newsfile Corp. - October 1, 2026) - **OS Therapies, Inc. (NYSE American: OSTX) ("OS Therapies" or the "Company")**, the world leader in gene-edited, Listeria-based cancer immunotherapies, today announced the appointment of Kerry Clem as Chief Commercial Officer (CCO) and Frank Knuettel II as Chief Financial Officer (CFO).

Mr. Clem now leads the Company's U.S., U.K., and European commercialization strategy and launch planning for Herlystic™ (OST-HER2; daznelimgene lisbac), the Company's investigational immunotherapy for the prevention or delay of recurrence in patients with fully resected, pulmonary metastatic osteosarcoma. His responsibilities will include developing the commercial organization and launch infrastructure, assessing patient and treatment-center needs, and preparing for potential U.S. market entry, subject to regulatory approval.

Upon regulatory approval in each of the U.S., U.K., and Europe, the Company will launch Herlystic initially in the United States. The Company anticipates that the U.K.'s Medicines and Healthcare products Regulatory Agency (MHRA) may be the first regulator to reach a regulatory decision, ahead of the U.S. Food & Drug Administration (FDA) and the European Medicines Agency (EMA). OS Therapies is pursuing MHRA Conditional Marketing Authorization Application (CMAA) under Project Orbis via its Innovative Licensing and Access Pathway (ILAP), with a submission targeted for early in fourth quarter of 2026. The Company has described plans to pursue a U.S. Biologics License Application (BLA) under the Accelerated Approval pathway and a CMAA in Europe in parallel. The timing and outcome of each review remain subject to regulatory review and other conditions.

Mr. Clem has extensive experience in commercial leadership and product launches within biotechnology and specialty therapeutics. His previous roles include serving as CEO of Solaxa, CCO at Acorda Therapeutics, and holding commercial leadership positions at Allos Therapeutics, Solstice Neurosciences, and Guilford Pharmaceuticals

"I'm excited to join OS Therapies at an important point in the development of Herlystic. My near-term focus will be building a disciplined, patient-centered launch plan and the commercial capabilities in the U.S. when the FDA approves the therapy, while the Company advances its regulatory work internationally," said Mr. Clem.

Mr. Knuettel brings more than two decades of executive leadership experience across dynamic, early-stage public companies in the technology and life sciences sectors. He recently served as the CFO of Pelthos Therapeutics following its merger with Channel Therapeutics Corporation, where he was the CEO. Known for his operational discipline and M&A acumen, Mr. Knuettel has helped companies scale aggressively deep capital markets knowledge, a proven ability to lead and scale businesses, and transactional experience across more than 15 M&A deals. Throughout his career, Mr. Knuettel has raised over \$500 million in public and private capital and has held leadership roles at multiple high-growth companies. Mr. Knuettel holds a B.A. with honors in Economics from Tufts University and earned his MBA in Finance and Entrepreneurial Management from The Wharton School at the University of Pennsylvania.

“I am excited to help OS Therapies transition from a development-stage biotechnology company into a commercial organization with significant growth potential through the full exploitation of its gene-edited, Listeria-based cancer immunotherapies,” said Mr. Knuettel.

“Kerry’s appointment reflects our commitment to preparing for the U.S. opportunity for Herlystic. While our current regulatory sequence may bring the U.K. review first, our commercial planning is focused on building the capabilities needed to serve patients and providers in the United States, should the product be approved,” said Paul Romness, MPH, Chairman and CEO of OS Therapies. “Frank’s expertise in helping to manage finance and accounting operations and corporate governance gives the Board of Directors confidence that we have the right financial stewardship to help guide the Company’s growth and revenue generations towards profitability.”

The appointments of Clem and Knuettel are made concurrent with the Company’s completed implementation of its U.K. subsidiary’s (OS Therapies UK Limited, “OSTUK”) research and development refundable tax credit strategy. As part of that, the Company has received over \$3 million in non-dilutive capital to date from Value Added Tax (VAT) refunds, with additional VAT refunds pending, and has accrued over \$7 million in R&D Tax Credits that will begin to flow back into OSTUK. The funds flowing back into the Company are earmarked to be spent on additional research and development activities, primarily centered on commercial manufacturing and confirmatory Phase 3 clinical development expenses for Herlystic. Under the R&D Tax Credits program, a portion of the R&D expenses become eligible to be reimbursed to OSTUK (the “Evergreen Reimbursement”) that will allow for additional reimbursement from those additional research and development expenses. In parallel, the Company disclosed that it has come to agreement with its largest vendors delaying the due date of the majority of its outstanding AP until the second quarter of 2027. Mr. Knuettel anticipates that this delay in AP due dates provides the Company with sufficient time to align the Company’s cash flow needs with its anticipated cash inflows.

OST-HER2 has received Orphan Drug Designation (ODD), Fast Track Designation (FTD), and Rare Pediatric Disease Designation (RPDD) from the FDA. OST-HER2 has received ODD, FTD, and ATMP from the EMA. OST-HER2 has received ODD and ATMP from MHRA, who also recruited the Company into Project Orbis. Under the RPDD program, if the Company is granted a BLA in the United States, it will become eligible to receive a Priority Review Voucher (PRV) that it intends to sell. A recent PRV sale occurred in August 2026 for \$220 million. However, there can be no assurance that the Company would realize a comparable value, if any, in connection with any future PRV sale. OS Therapies has completed resubmission of a Regenerative Medicine Advanced Therapy (RMAT) request and the Company’s Commissioner’s National Priority Review Voucher (CNPV) letter of intent has been accepted by FDA. OS Therapies is seeking a Conditional Marketing Authorization Application from MHRA in the U.K. under Project Orbis for OST-HER2 in metastatic osteosarcoma in the fourth quarter of 2026, and immediately thereafter is seeking to obtain a BLA under the Accelerated Approval Program in the U.S., followed by CMAAs in Europe and Australia.

About OS Therapies

OS Therapies is a clinical stage oncology company focused on the identification, development, and commercialization of treatments for Osteosarcoma (OS) and other solid tumors. The Company is the world leader in gene-edited, Listeria-based cancer immunotherapies. OST-HER2, the Company's lead asset, is an immunotherapy leveraging the immune-stimulatory effects of Listeria bacteria to initiate a strong immune response targeting the HER2 protein. OST-HER2 is designed to target two mutated extracellular epitopes and one mutated intracellular epitope of the HER2 oncogene, requiring only one of these three epitopes to be present in a tumor (or micro-metastasis) to trigger the desired immune response. OST-HER2 has received Orphan Drug Designation (ODD), Fast Track Designation (FTD) and Rare Pediatric Disease Designation (RPDD) from the U.S. Food & Drug Administration and has received ODD, FTD, and Advanced Therapy Medicinal Products (ATMP) from the European Medicines Agency.

The Company reported positive data in its Phase 2b clinical trial of OST-HER2 in the prevention or delay of recurrence in fully resected, pulmonary metastatic osteosarcoma, demonstrating clinically significant benefit in the 12-month event free survival (EFS) primary endpoint of the study and the overall survival (OS) secondary endpoint. The Company is seeking a Biologics License Application (BLA) from the U.S. FDA for OST-HER2 in osteosarcoma in 2026 and, if approved, would become eligible to receive a Priority Review Voucher that it could then sell. The Company also anticipates receiving Conditional Marketing Authorisation Applications from the U.K.'s Medicines and Healthcare products Regulatory Agency and the EMA for OST-HER2 in 2026. OST-HER2 has completed a Phase 1 clinical study primarily in breast cancer patients, in addition to showing preclinical efficacy data in various models of breast cancer. OST-HER2 was previously conditionally approved by the U.S. Department of Agriculture for the treatment of canines with osteosarcoma. The Company has also completed dosing in a Phase 1 study of OST-504 for castration-resistant prostate cancer.

In addition, OS Therapies is advancing its next-generation Antibody Drug Conjugate (ADC) and Drug Conjugates (DC), known as tunable ADC (tADC), which features tunable, tailored antibody-linker-payload candidates. This platform leverages the Company's proprietary silicon Si-Linker and Conditionally Active Payload (CAP) technology, enabling the delivery of multiple payloads per linker. For more information, please visit www.ostherapies.com.

Forward-Looking Statements

Statements in this press release regarding future expectations, plans, prospects, or performance, as well as any other statements that are not historical facts, may constitute forward-looking statements within the meaning of the federal securities laws. Forward-looking statements are generally identified by words such as "anticipate," "believe," "could," "expect," "intend," "may," "plan," "potential," "should," "will," and similar expressions, although not all forward-looking statements contain these words. These statements are based on the current expectations and assumptions of OS Therapies and its management and are subject to risks and uncertainties that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Such risks and uncertainties include, but are not limited to, the Company's expectations regarding its cash runway; the timing, amount, and receipt of VAT refunds and R&D tax credits; the Company's ability to obtain additional financing on acceptable terms or at all; the timing and outcome of regulatory submissions and potential approval of OST-HER2 by the U.S. Food and Drug Administration and applicable foreign regulatory authorities; and other risks and uncertainties described under the heading "Risk Factors" in the Company's most recent Annual Report on Form 10-K and in its other filings with the Securities and Exchange Commission. The forward-looking statements contained in this press release speak only as of the date of this press release and OS Therapies undertakes no obligation to update or revise any forward-looking statements, whether as a result of new information, future events, or otherwise, except as required by applicable law.

OS Therapies Contact Information:

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