AKELOS INC.

SUBSCRIPTION AGREEMENT

SUBSCRIPTION AGREEMENT (this "Agreement") between Akelos Inc., a Delaware corporation (the "Company"), and the undersigned investor (the "Subscriber").

WHEREAS, the Company is offering in a private placement (the "Offering") a maximum of 5,090,909 shares (the "Shares") of its common stock, $.0001 par value (the "Common Stock") for a purchase price of $2.75 per share;

WHEREAS, only "accredited investors," as that term is defined in Rule 501(a) under the Securities Act of 1933, as amended (the "1933 Act"), are eligible to invest in the Offering and the Subscriber is delivering simultaneously herewith the investor questionnaire immediately following the signature page (the "Questionnaire"), confirming the Subscriber.

Rider A
Agreement to submit sufficient financial information to VerifyInvestor.com, an independent, third-party verification service, which will conduct the accredited investor verification review on our behalf.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants hereinafter set forth, the parties hereto do hereby agree as follows:

I. SUBSCRIPTION FOR SHARES AND REPRESENTATIONS BY AND COVENANTS OF SUBSCRIBER

1.1 **Subscription for Shares; Minimum Subscription**. Subject to the terms and conditions hereinafter set forth, the Subscriber hereby subscribes for and agrees to purchase from the Company such number of Shares as is set forth upon the signature page hereof at a price equal to $2.75 per Share and the Company agrees to sell such Shares to the Subscriber for said purchase price subject to the Company's right to sell to the Subscriber such lesser number of Shares as the Company may, in its sole discretion, deem necessary or desirable. The minimum subscription shall be 5,000 Shares ($13,750), subject to the Company's right to accept smaller amounts at its sole discretion.

1.2 **Irrevocability of Subscription**. Except as required under law, subsequent to delivery of the subscription funds and an executed copy of this Subscription Agreement to the Company by the Subscriber, this subscription shall be irrevocable by the Subscriber. The Subscriber acknowledges that the Company will incur certain costs and undertake other actions in reliance on such irrevocability.

1.3 **Reliance on Exemptions**. The Subscriber acknowledges that the Offering has not been reviewed by the SEC or any state agency because of the Company's representations that this is intended to be a nonpublic offering exempt from the registration requirements of the 1933 Act and state securities laws. The Subscriber understands that the Company is relying in part upon the truth and accuracy of, and the Subscriber's compliance with, the representations, warranties, agreements, acknowledgments and understandings of the Subscriber set forth herein and submitted to VerifyInvestor.com in order to determine the availability of such exemptions and the eligibility of the Subscriber to acquire the Shares.

1.4 **Investment Purpose**. The Subscriber represents that the Shares are being purchased for his, her or its ("its") own account, for investment purposes only and not for distribution or resale to others in contravention of the registration requirements of the 1933 Act. The Subscriber agrees that it will not sell or otherwise transfer the Shares unless they are registered under the 1933 Act or unless an exemption from such registration is available.

1.5 **Accredited Investor; Broker Due Diligence**. The Subscriber represents and warrants that it is an "accredited investor" as such term is defined in Rule 501 of Regulation D promulgated under the 1933 Act, as indicated by its responses to the Questionnaire, and that it is able to bear the economic risk of any investment in the Shares. The Subscriber further represents and warrants that the information furnished in the Questionnaire is accurate and complete in all material respects. The Subscriber acknowledges that its subscription for Shares will be accepted by the Company only after the Broker has performed all necessary due diligence to certify the Subscriber is an "accredited investor" and has delivered certification of such status to the Company.

1.6 **OFAC Compliance**. The Subscriber represents that neither it nor any subsidiary, affiliate, owner, shareholder, partner, member, indemnitor, guarantor or related person or entity: (i) is a Sanctioned Person (as defined below); (ii) has more than 15% of its assets in Sanctioned Countries (as defined below); or (iii) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. For purposes of the foregoing, a "Sanctioned Person" means: (a) a person named on the list of "specially designated nationals" or "blocked persons" maintained by the U.S. Office of Foreign Assets Control ("OFAC") at http://www.treas.gov/offices/eotffc/ofac/, or as otherwise published from time to time, or (b) (i) an agency of the government of a Sanctioned Country, (ii) an organization controlled by a Sanctioned Country, or (iii) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC. A "Sanctioned Country" shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at http://www.treas.gov/offices/eotffc/ofac/, or as otherwise published from time to time.

1.7 **Risk of Investment**. The Subscriber recognizes that the purchase of Shares involves a high degree of risk in that: (i) an investment in the Company is highly speculative and only investors who can afford the loss of their entire investment should consider investing in the Company and the Shares; (ii) transferability of the Shares is extremely limited; and (iii) the Company will require substantial additional funds to implement its business plan and there can be no assurance that any required financing will be available to the Company on acceptable terms, if at all.

1.8 **Information**. The Subscriber acknowledges careful review of (i) this Agreement and (ii) the Private Placement Memorandum dated February 2026 (collectively, the "Offering Documents"), and hereby represents that: (i) the Subscriber has been furnished by the Company during the course of this transaction with all information regarding the Company which it has requested; and (ii) that the Subscriber has been afforded the opportunity to ask questions of and receive answers from duly authorized officers of the Company concerning the terms and conditions of the Offering, and any additional information which it has requested.

1.9 **No Representations**. The Subscriber hereby represents that, except as expressly set forth in the Offering Documents, no representations or warranties have been made to the Subscriber by the Company or any finder, agent, employee or affiliate of the Company and in entering into this transaction the Subscriber is not relying on any information other than that contained in the Offering Documents and the results of independent investigation by the

Subscriber.

1.10 **Tax Consequences**. The Subscriber acknowledges that the Offering may involve tax consequences and that the contents of the Offering Documents do not contain tax advice or information. The Subscriber acknowledges that he must retain his own professional advisors to evaluate the tax and other consequences of an investment in the Shares.

1.11 **Lock-Up Agreement**. The Subscriber hereby agrees that, without the prior consent of the Company, the Subscriber will not sell, transfer or otherwise dispose of the Shares for such period of time (not to exceed 180 days) following the date on which the Company completes an underwritten public offering of its securities or otherwise because a reporting company under the Securities Exchange Act of 1934 (the "Exchange Act") as the managing underwriter or placement agent, as applicable, may request in writing.

1.12 **Transfer or Resale**. The Subscriber acknowledges that there is no public market for any of the Company's securities and there can be no assurance that the Company will ever complete an initial public offering or that a public market for the Company's securities will otherwise develop. Even if a public market were to develop, the Subscriber understands that Rule 144 (the "Rule") promulgated under the 1933 Act requires, among other conditions, a six-month to one year holding period prior to the resale of securities acquired in a non-public offering without having to satisfy the registration requirements under the 1933 Act. The Subscriber understands that the Company makes no representation or warranty regarding its fulfillment in the future of any reporting requirements under the Exchange Act or its dissemination to the public of any current financial or other information concerning the Company, as is required by the Rule as one of the conditions of its availability. The Subscriber understands and hereby acknowledges that the Company is under no obligation to register the securities comprising the Shares under the 1933 Act. The Subscriber consents that the Company will permit the transfer of the Shares out of the Subscriber's name only when the Subscriber's request for transfer is accompanied by an opinion of counsel reasonably satisfactory to the Company that neither the sale nor the proposed transfer results in a violation of the 1933 Act or any applicable state "blue sky" laws.

1.13 **Legends**. The Subscriber understands that the certificates representing the Shares, until such time as they have been registered under the 1933 Act, shall bear a restrictive legend in substantially the following form (and a stop-transfer order may be placed against transfer of such certificates or other instruments):

> THE SHARES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS. THE SHARES MAY NOT BE OFFERED FOR SALE, SOLD, TRANSFERRED OR ASSIGNED (I) IN THE ABSENCE OF (A) AN EFFECTIVE REGISTRATION STATEMENT FOR THE SECURITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR APPLICABLE STATE SECURITIES LAWS, OR (B) AN OPINION OF COUNSEL, IN A REASONABLY ACCEPTABLE FORM, THAT REGISTRATION IS NOT REQUIRED UNDER SAID ACT OR APPLICABLE STATE SECURITIES LAWS, OR (II) UNLESS SOLD PURSUANT TO RULE 144 UNDER SAID ACT.

1.14 **Address**. The Subscriber hereby represents that the address furnished by the Subscriber at the end of this Agreement is its principal residence if the Subscriber is an individual or its principal business address if it is a corporation or other entity.

1.15 **Authorization**. If the Subscriber is a partnership, corporation, trust or other entity, such partnership, corporation, trust or other entity further represents and warrants that: (i) it is authorized and otherwise duly qualified to purchase and hold the Shares; and (ii) that this Subscription Agreement has been duly and validly authorized, executed and delivered constitutes the legal, binding and enforceable obligation of the undersigned.

1.16 **Placement Fees**. The Company may pay fees in the form of cash and/or equity to registered broker-dealers in connection with the sale of Shares to certain Subscribers.

II. REPRESENTATIONS BY THE COMPANY

The Company represents and warrants to the Subscriber, except as set forth in the disclosure schedules attached hereto:

2.1 **Organization and Qualification**. The Company is a corporation duly organized, existing and in good standing under the laws of the State of Delaware and has the corporate power to conduct the business which it conducts and proposes to conduct.

2.2 **Authorization; Validity**. The execution, delivery and performance of this Agreement by the Company has been duly approved by the Board of Directors of the Company and all other actions required to authorize and effect the offer and sale of the Shares have been duly taken and approved. The Shares have been duly and validly authorized and when issued and paid for in accordance with the terms hereof, will be valid and binding obligations of the Company enforceable in accordance with their terms

2.3 **Capitalization**. The Company has authorized 100,000,000 shares of Common Stock. Prior to the Offering, there were approximately 31,380,656 shares of Common Stock outstanding, approximately 84% of which were held by the Company's founding stockholder. There were also options and warrants to acquire 2,257,064 shares. Cornell University currently holds 5% of the outstanding Common Stock and will continue to hold a 5% interest through the issuance of additional shares by the Company until such time, if ever, as the Company raises an aggregate of $7,000,000 (inclusive of funds raised in the Offering).

2.4 **Absence of Litigation**. There is no action, suit, proceeding, inquiry or investigation before or by any court, public board, government agency, self-regulatory organization or body, or arbitrator pending or, to the knowledge of the Company, threatened against the Company or any of the Company's officers or directors in their capacities as such.

III. TERMS OF SUBSCRIPTION

3.1 **Offering Period**. This Offering will continue until the earlier of: (i) the sale of the maximum Offering or (ii) 11:59 p.m. Eastern time on December 31, 2026, unless extended by the Company for up to an additional six months (the "Termination Date").

3.2 **Certificates**. The Subscriber hereby authorizes and directs the Company to deliver the Shares to be issued to such Subscriber pursuant to this Agreement to the Subscriber's address indicated on the signature page.

3.3 **Unaccepted Subscriptions**. The Company has the right, to be exercised in its sole and absolute discretion, to accept or reject any subscription in whole or in part. The Subscriber hereby authorizes and directs the Company to return any funds for unaccepted subscriptions to the same account from which the funds were drawn.

IV. HOW TO SUBSCRIBE

4.1 **Execution of Documents**. Subscribers must complete and sign this Agreement, including the Investor Questionnaire attached hereto as Appendix.

4.2 **Payment of Purchase Price**. Payment for the Shares can be made by domestic wire transfer of funds to:
Receiving Financial Institution: Wells Fargo
Routing # 121000248
Beneficiary: Akelos Inc.
Beneficiary Address: 215 East 68th Street, Suite 26B, New York, NY 10065
Account # 7600687755

or by international wire to SWIFT code: WFBIUS6S

Receiving Financial Institution: Wells Fargo
Beneficiary: Akelos Inc.
Beneficiary Address: 180 Madison Avenue, New York, NY
Beneficiary Account #:7600687755

or by check payable to "Akelos Inc." and mailed to:

Akelos Inc.
Attn: Finance c/o Steven Fox
215 East 68th Street, Suite 26B
New York, NY 10065

Rider B
4.3 **Verification of Accredited Investor Status**. We are offering the Shares to prospective investors pursuant to Rule 506(c) of Regulation D under the 1933 Act, which permits us to utilize general solicitation and general advertising for the offering. Under the requirements of Rule 506(c), all purchasers of the Shares must be "accredited investors" as defined in Regulation D and we must take all reasonable steps to verify that all such purchasers are accredited investors. In order to assist us in verifying your accredited investor status, as well as provide you with a safe, secure and confidential process by which you can submit your financial information for verification, we have provided an accredited investor verification letter to be filled out by your attorney, accountant, or a registered investment advisor.

4.4 **Acceptance of Subscriptions**. Upon receipt of the signed Subscription Subscriber's investment qualifications (including receipt of accredited investor verification), and acceptance of the Subscriber's subscription by the Company (at its sole discretion), the Company will notify the Subscriber of receipt and acceptance of the subscription.

V. MISCELLANEOUS

5.1 **Notice**. Any notices, consents, waivers or other communications required or permitted to be given under the terms of this Agreement must be in writing and will be deemed to have been delivered: (a) upon receipt, when delivered personally, (b) upon receipt, when sent by facsimile (provided confirmation of transmission is mechanically or electronically generated and kept on file by the sending party), or (c) one (1) business day after deposit with an overnight courier service, in each case properly addressed to the party to receive the same. The addresses and facsimile numbers for such communications shall be:

If to the Company:
Akelos Inc.
215 East 68th Street, Suite 26B
New York, NY 10065
Telephone: (212) 953-1544
Attention: Steven Fox, President

If to the Subscriber, to its address and facsimile number set forth at the end of this Agreement, or to such other address and/or facsimile number and/or to the attention of such other person as specified by written notice given to the Company five (5) days prior to the effectiveness of such change. Written confirmation of receipt (a) given by the recipient of such notice, consent, waiver or other communication, (b) mechanically or electronically generated by the sender's facsimile machine containing the time, date, recipient facsimile number and an image of the first page of such transmission, or (c) provided by an overnight courier service shall be rebuttable evidence of personal service, receipt by facsimile or receipt from an overnight courier service in accordance with clause (a), (b) or (c) above, respectively.

5.2 **Entire Agreement; Amendment**. This Agreement supersedes all other prior oral or written agreements between the Subscriber, the Company, their affiliates and persons acting on their behalf with respect to the matters discussed herein, and this Agreement and the instruments referenced herein contain the entire understanding of the parties with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor the Subscriber makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be amended or waived other than by an instrument in writing signed by the Company and the holders of at least a majority of the then outstanding Shares sold in the Offering (the "Required Holders"). No such amendment shall be effective to the extent that it applies to less than all of the holders of the Shares then outstanding.

5.3 **Severability**. If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement in that jurisdiction or the validity or enforceability of any provision of this Agreement in any other jurisdiction.

5.4 **Headings**. The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

5.5 **Successors And Assigns**. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns, including any purchasers of the Shares. The Company shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of the Required Holders, except by merger or consolidation. The Subscriber may assign some or all of its rights hereunder without the consent of the Company, provided, however, that any such assignment shall not release the Subscriber from its obligations hereunder unless such obligations are assumed by such assignee and the Company has consented to such assignment and assumption, which consent shall not be unreasonably withheld.

5.6 **No Third Party Beneficiaries**. This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by any other person.

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

5.8 **No Strict Construction**. The language used in this Agreement will be deemed to be the language chosen by the parties to express their mutual intent, and no rules of strict construction will be applied against any party.

5.9 **Legal Representation**. The Subscriber acknowledges that: (a) it has read this Agreement and the exhibits hereto; (b) it understands that the Company has been represented in the preparation, negotiation, and execution of this Agreement by Loeb & Loeb LLP; (c) it has either been represented in the preparation, negotiation, and execution of this Agreement by legal counsel of its own choice, or has chosen to forego such representation by legal counsel after being advised to seek such legal representation; and (d) it understands the terms and consequences of this Agreement and is fully aware of its legal and binding effect.

5.10 **Counterparts**. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile signature shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile signature.

5.11 **Governing Law**. This Agreement, all matters concerning the construction, interpretation or validity of this Agreement, all claims or causes of action (whether in contact or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution or performance of this Agreement and all matters otherwise concerning this Agreement or the transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, without giving effect to any choice or conflict of law provision or rule.

5.12 **Waiver of Jury Trial**. BECAUSE DISPUTES ARISING IN CONNECTION WITH COMPLEX BUSINESS TRANSACTIONS ARE MOST QUICKLY AND ECONOMICALLY RESOLVED BY AN EXPERIENCED AND EXPERT PERSON AND THE PARTIES WANT APPLICABLE LAWS TO APPLY (RATHER THAN ARBITRATION RULES), THE PARTIES WANT THEIR DISPUTES TO BE RESOLVED BY A JUDGE APPLYING THOSE APPLICABLE LAWS. ACCORDINGLY, TO ACHIEVE THE BEST COMBINATION OF THE BENEFITS OF THE JUDICIAL SYSTEM, EACH PARTY TO THIS AGREEMENT IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT OR PROCEEDING BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE DOCUMENTS RELATED TO THIS AGREEMENT OR ANY DEALINGS AMONG THE PARTIES TO THIS AGREEMENT RELATING TO THE SUBJECT MATTER HEREOF OR THEREOF. THE SCOPE OF THIS WAIVER IS

INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE DOCUMENTS RELATED TO THIS AGREEMENT, INCLUDING, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO THIS AGREEMENT. EACH PARTY HAS REVIEWED THIS WAIVER WITH HIS, HER OR ITS LEGAL COUNSEL, AND KNOWINGLY AND VOLUNTARILY WAIVES HIS, HER OR ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH THAT LEGAL COUNSEL. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year given below.

______________________________	______________________________
Signature of Subscriber	Signature of Co-Subscriber
______________________________	______________________________
Name of Subscriber [please print]	Name of Co-Subscriber [please print]
______________________________	______________________________
Address of Subscriber	Address of Co-Subscriber
______________________________	______________________________
Social Security or Taxpayer Identification Number of Subscriber	Social Security or Taxpayer Identification Number of Co-Subscriber
______________________________	______________________________
Email Address of Subscriber	Email Address of Co-Subscriber
$_____________________________	
Dollar Amount of Subscription	

Subscription Accepted:
AKELOS INC.

By:______________________________
Name: Steven Fox
Title: Chief Executive Officer

APPENDIX A
INVESTOR QUESTIONNAIRE

The information contained herein is being furnished to Akelos Inc. (the "Company"), by the undersigned Subscriber to establish that certain criteria are met that would permit the sale of securities by the Company to the undersigned in accordance with an exemption from registration under the Securities Act of 1933, as amended. ***Each Subscriber must complete and sign a separate Investor Questionnaire.***

The undersigned meets one or more of the following "accredited" categories as indicated in the space provided below (check any and all appropriate categories):

________ (A) A natural person whose individual net worth, individually or together with his or her spouse, exceeds $1,000,000. Net worth includes personal property and automobiles, but excludes the value of the person's primary residence.

_________ (B) A natural person who had individual net income (not including his or her spouse's income) in excess of $200,000 in each of the last two years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year.

_________ (C) Any director or executive officer of the Company.

_________ (D) A corporation, partnership, tax-exempt organization (IRS Section 501C(3) exemption) or Massachusetts or similar business trust not formed for the specific purpose of acquiring the securities offered, with total assets in excess of $5,000,000.

_________ (E) An entity in which all equity owners are accredited investors.

_________ (F) A trust, with total assets in excess of $5,000,000, not formed for the specific purpose of acquiring the securities offered, whose purchase is directed by a person who, if not an accredited investor, either alone or with a purchaser representative, has such knowledge and experience in financial and business matters that he or she is capable of evaluating the merits and risks of the prospective investment.

_________ (G) A bank as defined in Section 3(a)(2) of the Securities Act, or a savings and loan association or other institution as defined in Section 3(a)(5)(A) of the Securities Act whether acting in its individual or fiduciary capacity;

_________ (H) A broker or dealer registered pursuant to Section 15 of the Securities Exchange Act of 1934, as amended.

_________ (I) An insurance company as defined in Section 2(13) of the Securities Act.

_________ (J) An investment company registered under the Investment Company Act of 1940 or a business development company as defined in Section 2(a)(48) of that Act.

_________ (K) A Small Business Investment Company licensed by the U.S. Small Business Administration under Section 301(c) or (d) of the Small Business Investment Act of 1958.

_________ (L) A plan established and maintained by a state, its political subdivisions, any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of $5,000,000.

_________ (M) An employee benefit plan within the meaning of the Employee Retirement Income Security Act of 1974, if the investment decision is made by a plan fiduciary, as defined in Section 3(21) of such Act, which is either a bank, savings and loan association, insurance company or registered investment adviser, or if the employee benefit plan has total assets in excess of $5,000,000, or, if a self-directed plan, with investment decisions made solely by persons that are accredited investors.

_________ (N) A private business development company as defined in Section 202(a)(22) of the Investment Advisers Act of 1940.

The undersigned represents to the Company that: (i) the information contained herein is complete and accurate and may be relied upon by the Company; and (ii) the undersigned will notify the Company immediately of any material change in any of such information occurring prior to the purchase of such securities, if any purchase is made, by the undersigned.

Executed as of ___________________ __, 202_.

____
Signature of Subscriber

____
Name of Subscriber
[please print]