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# KAIROS PHARMA, LTD.

## FORM 8-K
(Current report filing)

Filed 11/03/26 for the Period Ending 10/29/26

| | |
|---|---|
| Address | 2355 WESTWOOD BLVD. #139 |
| | LOS ANGELES, CA, 90064 |
| Telephone | 818-404-5541 |
| CIK | 0001962011 |
| Symbol | KAPA |
| SIC Code | 2834 - Pharmaceutical Preparations |
| Industry | Biotechnology & Medical Research |
| Sector | Healthcare |
| Fiscal Year | 12/31 |

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# UNITED STATES
# SECURITIES AND EXCHANGE COMMISSION
**Washington, D.C. 20549**

# FORM 8-K

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

Date of report (date of earliest event reported): October 29, 2026

# Kairos Pharma, Ltd.
(Exact name of registrant as specified in its charter)

| Delaware | 001-42275 | 46-2993314 |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

2355 Westwood Blvd, #139
Los Angeles, CA 90064
(Address of Principal Executive Offices) (Zip Code)

(310) 948-2356
(Registrant's Telephone Number, Including Area Code)

(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:

☐ 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 | KAPA | 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. ☐

**Item 1.01 Entry into a Material Definitive Agreement.**

**Amendments to Purchase Agreement**

As previously disclosed in the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 14, 2024, Kairos Pharma, Ltd. (the "Company") entered into a purchase agreement with Helena Global Investment Opportunities I Ltd. ("Helena"), dated November 12, 2024 (the "Purchase Agreement"), pursuant to which the Company established an equity line of credit with Helena (the "ELOC"). On February 4, 2026, the Company and Helena executed an amendment to the Purchase Agreement (the "First Amendment") pursuant to which the purchase price was adjusted to 97% of the average daily VWAP during the Pricing Period (as defined in the Purchase Agreement). On October 26, 2026, the Company and Helena executed a second amendment to the Purchase Agreement (the "Second Amendment") pursuant to which the applicable Pricing Period was shortened from three Trading Days to one Trading Day (as such term is defined in the Purchase Agreement). And on October 29, 2026, the Company entered into a third amendment to the Purchase Agreement (the "Third Amendment") for purposes of extending the option to use the ELOC an additional year until December 31, 2028. The Third Amendment in combination with the First Amendment and Second Amendment constitute a material change to the Purchase Agreement. Accordingly, the Company is disclosing the First Amendment, Second Amendment and Third Amendment herein.

The foregoing is a summary only, does not purport to be complete, and is qualified in its entirety by reference to the Purchase Agreement, the First Amendment, the Second Amendment and the Third Amendment, copies of which are filed herewith as Exhibits 10.1,10.2 and 10.3, respectively, and incorporated by reference herein.

**Item 8.01. Other Events.**

On November 3, 2026, the Company issued a press release announcing that the Company's President and Chief Scientific Officer, Neil Bhowmick, will be presenting on the Company's interim efficacy data from the Company's ongoing clinical trials evaluating ENV-105 (carotuximab) at the United Scientific Group's 11$^{th}$ International Conference on Cancer Research & Drug Development in Houston, Texas on November 3, 2026. At the conference, Dr. Bhowmick will present a slide presentation, which is furnished as Exhibit 99.1 hereto. A copy of the press release is furnished herewith as Exhibit 99.2.

The information in this Item 8.01 to the Current Report on Form 8-K, including Exhibit 99.1 and Exhibit 99.2 furnished herewith, is being furnished and shall not be deemed "filed" for any purpose of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of such Section. The information in this Current Report on Form 8-K shall not be deemed to be incorporated by reference into any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

**Item 9.01. Financial Statement and Exhibits.**

(d) Exhibits.

| Exhibit No. | Description |
|---|---|
| 10.1 | Purchase Agreement, dated November 12, 2024, by and between Kairos Pharma, Ltd. and Helena Global Investment Opportunities I Ltd. (incorporated by reference to Exhibit 10.5 to the Company's Quarterly Report on Form 10-Q, filed on November 14, 2024) |
| 10.2 | First Amendment to Purchase Agreement, dated February 4, 2026, between Kairos Pharma, Ltd. And Helena Global Investment Opportunities I Ltd. |
| 10.3 | Second Amendment to Purchase Agreement, dated October 26, 2026, between Kairos Pharma, Ltd. and Helena Global Investment Opportunities I Ltd. |
| 10.4 | Third Amendment to Purchase Agreement, dated October 29, 2026, between Kairos Pharma, Ltd. and Helena Global Investment Opportunities I Ltd. |
| 99.1 | Conference Presentation dated November 3, 2026 |
| 99.2 | Press Release dated November 3, 2026 |
| 104 | Cover Page Interactive Data File (embedded within the Inline XBRL document). |

**SIGNATURES**

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

KAIROS PHARMA, LTD.

Dated: November 3, 2026

By: */s/ John S. Yu*
Name: John S. Yu
Title: Chief Executive Officer

**Exhibit 10.2**

**AMENDMENT TO PURCHASE AGREEMENT**

This AMENDMENT TO THE PURCHASE AGREEMENT (the "**Amendment**") is dated effective as of February 4, 2026 (the **"Amendment Effective Date**"), by and between **Kairos Pharma, Ltd.**, a Delaware corporation (the "**Company**") and **Helena Global Investment Opportunities I Ltd.** (the "Investor") (individually, as a "**Party**" and collectively as the "**Parties**").

RECITALS

**WHEREAS**, the Company and the Investor are parties to that certain Purchase Agreement, dated as of November 12, 2024 (as amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with its terms, the "**Purchase Agreement**");

**WHEREAS**, the Parties desire to amend the Purchase Agreement in certain respects; and

**WHEREAS,** in connection with the foregoing, the Parties have agreed to amend the Purchase Agreement as provided herein.

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Recitals. The recitations set forth in the preamble of this Amendment are true and correct and incorporated herein by this reference.

2. Capitalized Terms. All capitalized terms used in this Amendment shall have the same meaning ascribed to them in the Purchase Agreement, except as otherwise specifically set forth herein.

3. Conflicts. In the event of any conflict or ambiguity by and between the terms and provisions of this Amendment and the terms and provisions of the Purchase Agreement, the terms and provisions of this Amendment shall control, but only to the extent of any such conflict or ambiguity.

4. Amendment to Purchase Agreement. Article I of the Purchase Agreement is hereby amended by deleting the definition of Purchase Price therein and replacing it in its entirety with the following:

> "Purchase Price" shall mean 97% of the average of the daily VWAPs for the Common Stock during the Pricing Period, net of all brokerage commissions, fees, and other related out-of-pocket expenses in respect of the applicable Advance."

5. Not a Novation. This Amendment is a modification of the Purchase Agreement only and not a novation.

6. Effect on Agreement and Transaction Documents. Except as expressly amended by this Amendment, all of the terms and provisions of the Purchase Agreement and the Transaction Documents shall remain and continue in full force and effect after the execution of this Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.

7. Execution**.** This Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the day and year first above written.

Company

KAIROS PHARMA, LTD.,

By: */s/ John S. Yu*
Name: John S. Yu
Title: CEO

Investor

HELENA GLOBAL INVESTMENT OPPORTUNITIES I LTD

By: */s/ Jeremy Weech*
Name: Jeremy Weech
Title: Managing Partner

**Exhibit 10.3**

**SECOND AMENDMENT TO PURCHASE AGREEMENT**

This SECOND AMENDMENT TO THE PURCHASE AGREEMENT (the "**Second Amendment**") is dated effective as of October 26, 2026 (the "**Second Amendment Effective Date**"), by and between Kairos Pharma, Ltd., a Delaware corporation (the "**Company**") and Helena Global Investment Opportunities I Ltd. (the "**Investor**") (individually, as a "**Party**" and collectively as the "**Parties**").

**RECITALS**

WHEREAS, the Company and the Investor are parties to that certain Purchase Agreement, dated as of November 12, 2024, as amended by that certain Amendment to Purchase Agreement dated effective as of February 4, 2026 (the "**First Amendment**") (as further amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with its terms, the "**Purchase Agreement**");

WHEREAS, the Parties desire to further amend the Purchase Agreement to shorten the Pricing Period from three (3) Trading Days to one (1) Trading Day; and

WHEREAS, in connection with the foregoing, the Parties have agreed to amend the Purchase Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Recitals. The recitations set forth in the preamble of this Second Amendment are true and correct and incorporated herein by this reference.

2. Capitalized Terms. All capitalized terms used in this Second Amendment shall have the same meaning ascribed to them in the Purchase Agreement, except as otherwise specifically set forth herein.

3. Conflicts. In the event of any conflict or ambiguity by and between the terms and provisions of this Second Amendment and the terms and provisions of the Purchase Agreement, the terms and provisions of this Second Amendment shall control, but only to the extent of any such conflict or ambiguity.

4. Amendment to Definition of Pricing Period. Article I of the Purchase Agreement is hereby amended by deleting the definition of Pricing Period therein and replacing it in its entirety with the following:

> "Pricing Period" shall mean, in respect of any Advance, the one (1) Trading Day on which the Investor receives the applicable Advance Notice, provided that such Advance Notice is received by the Investor prior to 8:30 a.m. Eastern Time (or later if such condition is waived by the Investor in its sole discretion)."

5. Amendment to Exhibit A (Advance Notice). Paragraph 6 of Exhibit A (Advance Notice) to the Purchase Agreement is hereby deleted and replaced in its entirety with the following:

"6. The Pricing Period shall be one (1) Trading Day, being the Trading Day on which the Investor receives this Advance Notice."

6. Purchase Price. For the avoidance of doubt, the Purchase Price shall continue to be determined in accordance with the definition of Purchase Price set forth in the First Amendment, applied to the Pricing Period as amended by this Second Amendment.

7. Applicability. The amendments set forth in Sections 4 and 5 of this Second Amendment shall apply to each Advance Notice delivered on or after the Second Amendment Effective Date.

8. Not a Novation. This Second Amendment is a modification of the Purchase Agreement only and not a novation.

9. Effect on Agreement and Transaction Documents. Except as expressly amended by this Second Amendment, all of the terms and provisions of the Purchase Agreement (including the First Amendment) and the Transaction Documents shall remain and continue in full force and effect after the execution of this Second Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.

10. Execution. This Second Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Second Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the day and year first above written.

**COMPANY:**

**KAIROS PHARMA, LTD.**

By: */s/ John S. Yu*
Name: John S. Yu, MD
Title: Chief Executive Officer

**INVESTOR:**

**HELENA GLOBAL INVESTMENT OPPORTUNITIES I LTD.**

By: */s/ Jeremy Weech*
Name: Jeremy Weech
Title: Managing Partner

**Exhibit 10.4**

**THIRD AMENDMENT TO PURCHASE AGREEMENT**

This THIRD AMENDMENT TO THE PURCHASE AGREEMENT (the "**Third Amendment**") is dated effective as of October 29, 2026 (the "**Third Amendment Effective Date**"), by and between Kairos Pharma, Ltd., a Delaware corporation (the "**Company**") and Helena Global Investment Opportunities I Ltd. (the "**Investor**") (individually, as a "**Party**" and collectively as the "**Parties**").

**RECITALS**

WHEREAS, the Company and the Investor are parties to that certain Purchase Agreement, dated as of November 12, 2024, as amended by that certain Amendment to Purchase Agreement dated effective as of February 4, 2026 (the "**First Amendment**"), and as further amended by that certain Second Amendment to Purchase Agreement dated effective as of October 26, 2026 (the "**Second Amendment**") (as further amended, modified, supplemented, extended, renewed, restated or replaced from time to time in accordance with its terms, the "**Purchase Agreement**");

WHEREAS, the Parties desire to further amend the Purchase Agreement to extend its term to December 31, 2028; and

WHEREAS, in connection with the foregoing, the Parties have agreed to amend the Purchase Agreement as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereinafter expressed and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, each intending to be legally bound, agree as follows:

1. Recitals. The recitations set forth in the preamble of this Third Amendment are true and correct and incorporated herein by this reference.

2. Capitalized Terms. All capitalized terms used in this Third Amendment shall have the same meaning ascribed to them in the Purchase Agreement, except as otherwise specifically set forth herein.

3. Conflicts. In the event of any conflict or ambiguity by and between the terms and provisions of this Third Amendment and the terms and provisions of the Purchase Agreement, the terms and provisions of this Third Amendment shall control, but only to the extent of any such conflict or ambiguity.

4. Amendment to Section 11.02(a). Section 11.02(a) of the Purchase Agreement is hereby amended by deleting the words "the first day of the month next following the 36-month anniversary of the date hereof" in clause (i) thereof and replacing them with the words "December 31, 2028", such that Section 11.02(a) reads in its entirety as follows:

> "a. Unless earlier terminated as provided hereunder, this Agreement shall terminate automatically on the earliest of (i) December 31, 2028 or (ii) the date on which the Investor shall have made payment of Advances pursuant to this Agreement for Common Stock equal to the Commitment Amount."

5. Extended Term. For the avoidance of doubt, as a result of the amendment set forth in Section 4 of this Third Amendment, unless earlier terminated in accordance with Section 11.02 of the Purchase Agreement, the Purchase Agreement shall terminate automatically on December 31, 2028, and the Commitment Period shall continue until such date.

6. Not a Novation. This Third Amendment is a modification of the Purchase Agreement only and not a novation.

7. Effect on Agreement and Transaction Documents. Except as expressly amended by this Third Amendment, all of the terms and provisions of the Purchase Agreement (including the First Amendment and the Second Amendment) and the Transaction Documents shall remain and continue in full force and effect after the execution of this Third Amendment, are hereby ratified and confirmed, and incorporated herein by this reference.

8. Execution. This Third Amendment may be executed in one or more counterparts, all of which taken together shall be deemed and considered one and the same Third Amendment. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format file or other similar format file, such signature shall be deemed an original for all purposes and shall create a valid and binding obligation of the party executing same with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

*[Signatures on the following page]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Third Amendment as of the day and year first above written.

**COMPANY:**

**KAIROS PHARMA, LTD.**

By: */s/ John S. Yu*
Name: John S. Yu, MD
Title: Chief Executive Officer

**INVESTOR:**

**HELENA GLOBAL INVESTMENT OPPORTUNITIES I LTD.**

By: */s/ Jeremy Weech*
Name: Jeremy Weech
Title: Managing Partner

Exhibit 99.1

# Targeting metabolism and tumor dormancy in prostate and lung cancer patients.

Neil Bhowmick

Cancer R&D 2026
November 02-04, 2026 | Houston, TX

Kairos Pharma

## FORWARD LOOKING STATEMENTS

This presentation may contain "forward-looking statements" regarding the current expectations and projections about future events of Kairos Pharma, Ltd. ("Kairos Pharma" or the "Company"). "Forward-looking statements" (statements as to matters other than historical facts) as defined in the Private Securities Litigation Reform Act of 1995 can be identified by terminology such as: "will," "potential", "could," "can," "believe," "intends," "continue," "plans," "expects," "projects," "estimates," "anticipates," "believes," or similar language. These statements are based upon current beliefs and expectations and are subject to many risks and uncertainties which are difficult to foresee and predict. No forward-looking statements can be guaranteed, and actual results may differ materially from such statements. The information in this presentation is provided only as of the date of this presentation and Kairos Pharma takes no obligation to update any forward-looking statements contained in this presentation based on new information of future events and/or results. These forward-looking statements are subject to known and unknown risks, uncertainties, assumptions and other factors that could cause the Company's actual results, performance or achievements to be materially different than any future results, performance or achievements expressed or implied by the forward-looking statements. Actual results may differ materially from those indicated by these forward-looking statements as a result of various important factors, including the Company's ability to discover and develop its novel product candidates and successfully demonstrate the efficacy and safety of its product candidates; the pre-clinical and clinical results for its product candidates, which may not support further development of product candidates; actions of the Company's collaborators regarding continued product development and product commercialization; actions of regulatory authorities, which may affect the initiation, timing and progress of clinical trials or the ability of the Company to obtain marketing authorization for its product candidates; the Company's ability to obtain, maintain and protect its intellectual property; the Company's ability to enforce its patents against infringers and defend its patent portfolio against challenges from third parties; competition from others using technology similar to the Company's and others developing products for similar uses; the Company's ability to manage operating expenses; the Company's ability to obtain additional funding to support its business activities and establish and maintain its existing and future collaborations and new business initiatives; the Company's dependence on collaborators and other third parties for development, manufacture, marketing, sales and distribution of products; the outcome of litigation; and unexpected expenditures. Any forward-looking statements represent the Company's views only as of today and should not be relied upon as representing its views as of any subsequent date. The Company explicitly disclaims any obligation to update any forward-looking statements.

# Resistance develops for even blockbuster drugs

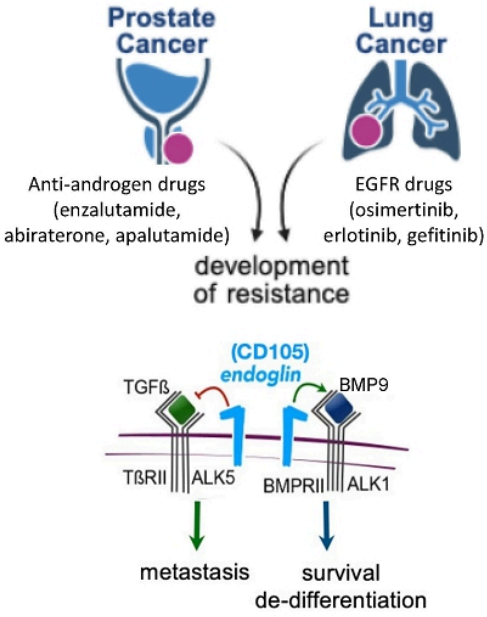
1. Tumors are heterogeneous before treatment
2. Cancer evolves under drug pressure
3. Signaling networks are redundant
4. Cancer cells can change phenotype without changing genotype
5. The tumor microenvironment protects tumor cells
6. Resistance can be metabolic
7. Drug exposure is uneven
8. Combination therapy is constrained by toxicity

# Mechanisms of resistance to cancer therapies

## Hormone Therapy Resistance



- AR Splice Variants
- Receptor Mutations
- Small Cell Differntiation

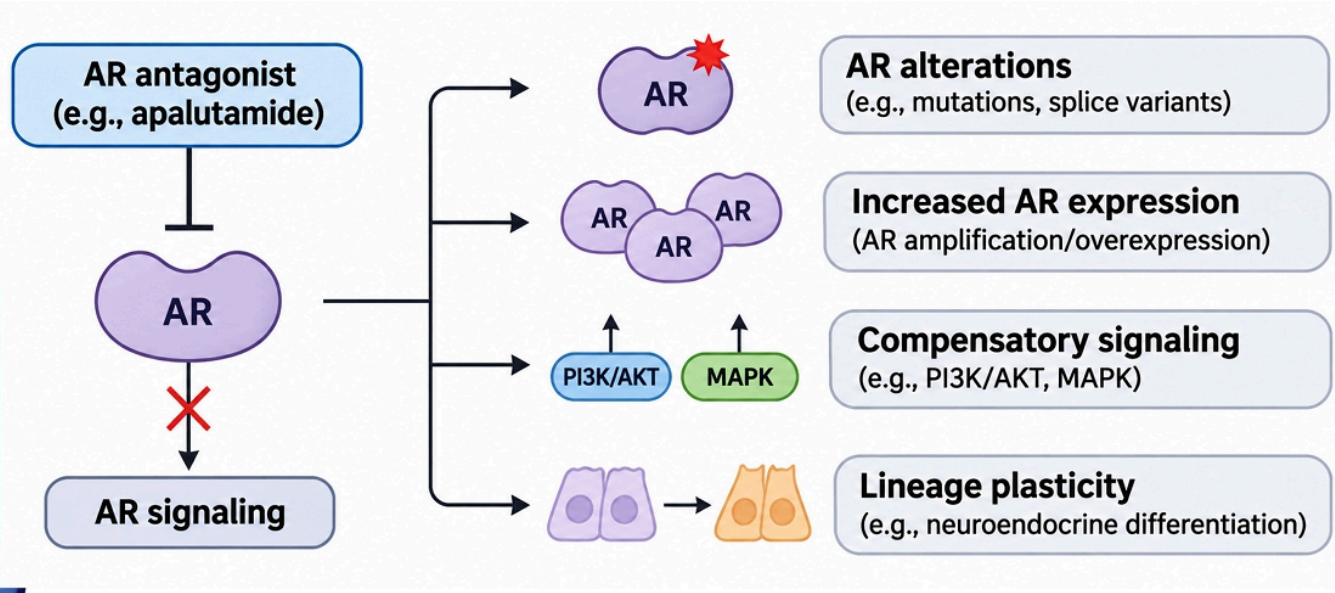



## TKI Resistance




- Secondary Mutations
- Bypass Signaling
- Tumor Dormancy

# Androgen Receptor Signaling Inhibition Resistance




- 200,000 castrate resistant prostate cancer patients alive in the US today
- ACS estimated about 3.55 million prostate cancer survivors as of January 1, 2025

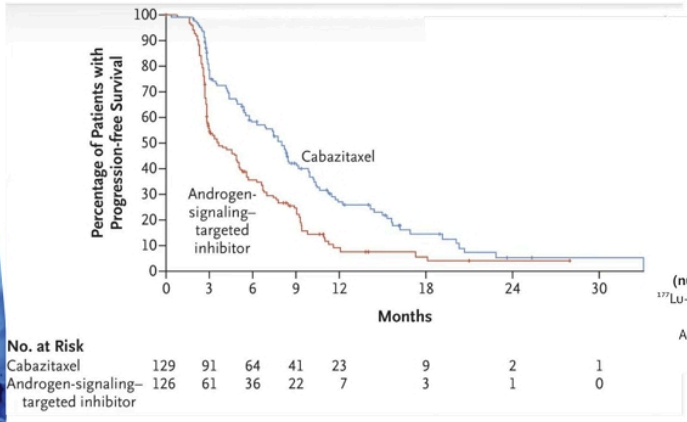
# Radiographic PFS points of reference

CARD Trial

ARPI-switch median PFS = **3.7 months**

Cabaxitaxel median PFS = 8 months

N = 255




| No. at Risk | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Cabazitaxel | 129 | 91 | 64 | 41 | 23 | 9 | 2 | 1 |
| Androgen-signaling–targeted inhibitor | 126 | 61 | 36 | 22 | 7 | 3 | 1 | 0 |

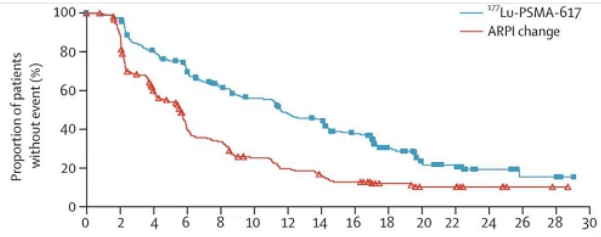
*NEJM (2019) 318:2506*

PSMAfore trial

ARPI-switch median PFS = 5.6 months

$^{177}$Lu-PSMA median PFS = 11.6 months

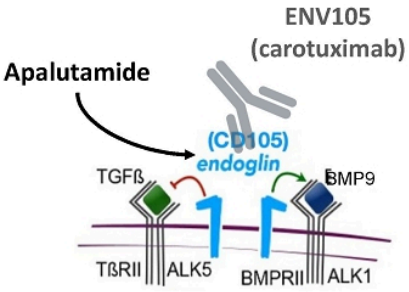
N = 468

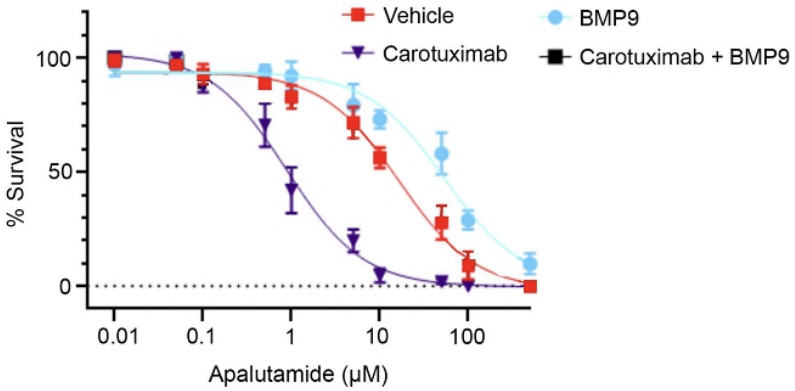



| Number at risk (number censored) | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| $^{177}$Lu-PSMA-617 group | 234 | 217 | 175 | 152 | 126 | 111 | 94 | 86 | 67 | 39 | 25 | 20 | 8 | 4 | 4 | 0 |
| | (0) | (12) | (5) | (3) | (6) | (3) | (2) | (1) | (6) | (16) | (6) | (3) | (10) | (3) | (0) | (4) |
| ARPI change group | 234 | 197 | 126 | 79 | 65 | 45 | 35 | 28 | 22 | 14 | 9 | 9 | 5 | 2 | 1 | 0 |
| | (0) | (14) | (7) | (9) | (0) | (4) | (0) | (1) | (0) | (7) | (3) | (0) | (4) | (3) | (1) | (1) |

*Lancet (2024) 404:1227*

# BMP signaling contributes to AR inhibitor resistance



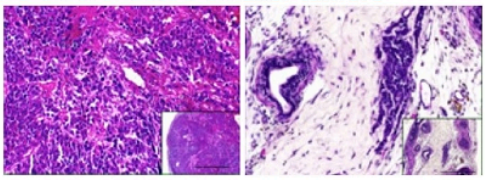




## BMP provides pro-survival and de-differentiation signals

# ENV105 restores sensitivity to hormone therapy

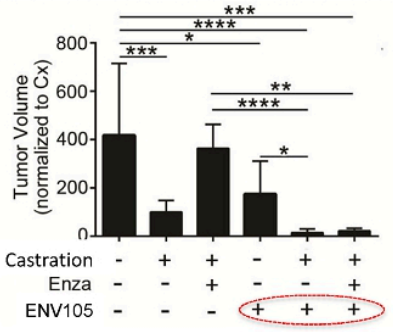
ENV105 kills cancer cells resistant to AR Tx (H&E stain in PDX model)

*More differentiated smaller tumors*



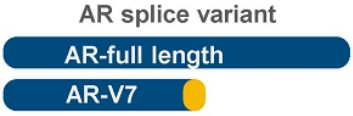
Enzalutamide | Enzalutamide+ ENV105

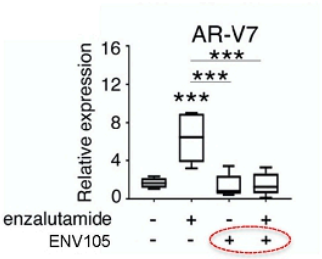
ENV105 + AR Tx reduces tumor volume more than AR Tx alone

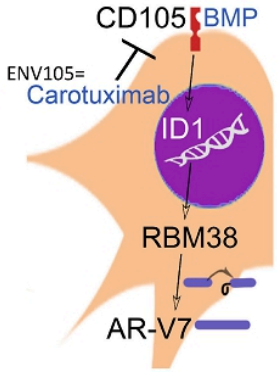



*Basis for clinical trials: NCT03418324 and NCT05534646*

ENV105 inhibits the creation of the AR splice variant which has resistance to AR Tx



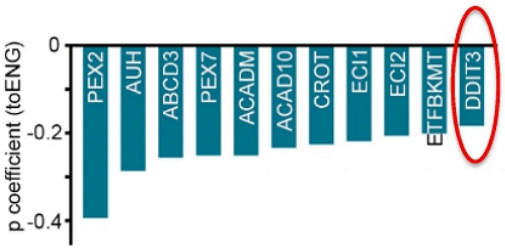




*Mol Therapy (2023) 31:78*

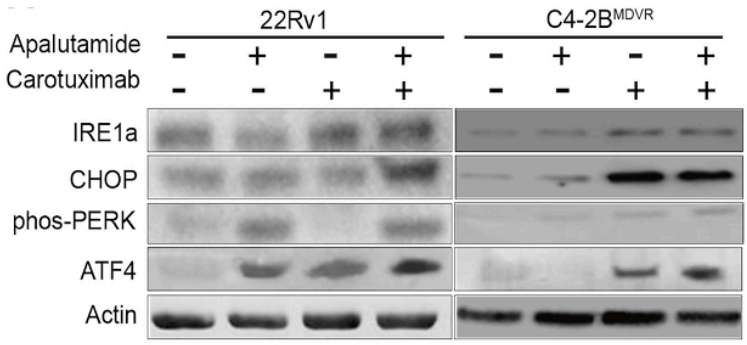
*Oncogene (2019) 38:716*

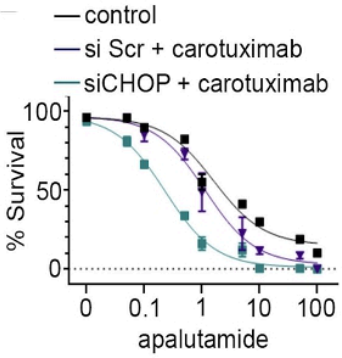
# CD105 (ENG) downregulates CHOP and promotes fatty acid oxidation



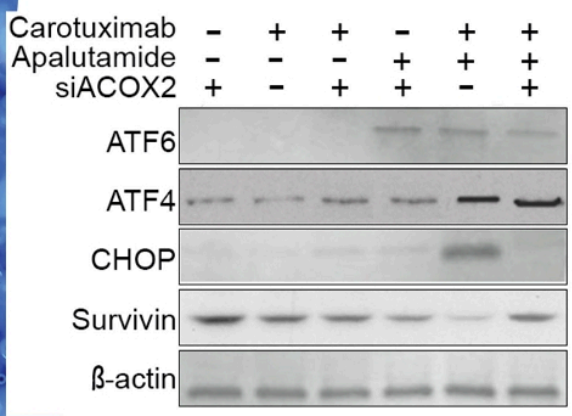


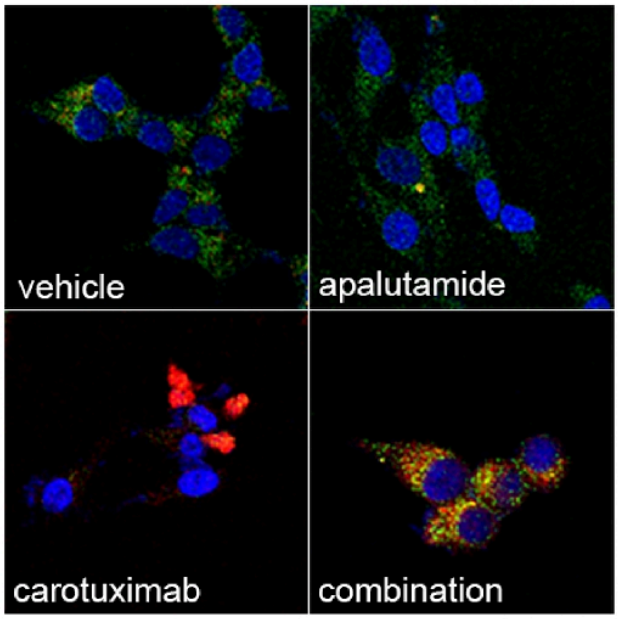




# ENV-105 causes fat to shuttle to the peroxisomes to promote terminal ER stress



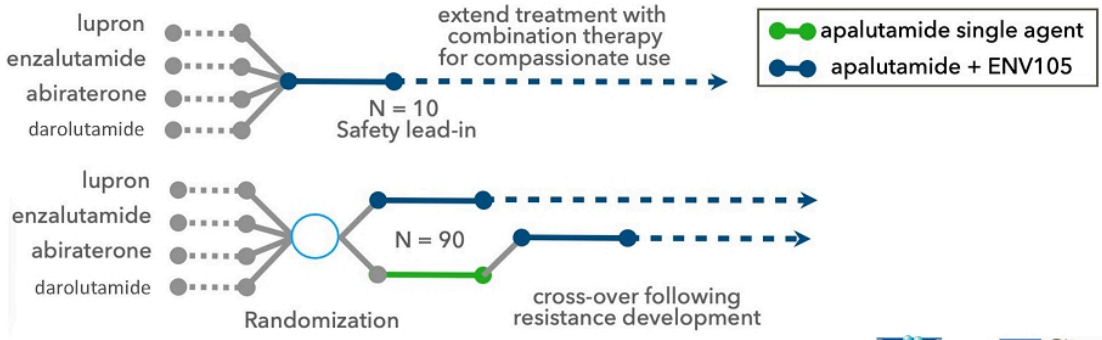



## ENV105
## IN PROSTATE CANCER PATIENTS

**RANDOMIZED PHASE 2 TRIAL:** NCT03418324

**Apalutamide with or without ENV105**




**PRIMARY ENDPOINT:** Progression free survival based on RECIST 1.1 and PCWG 3 criteria

**SECONDARY ENDPOINT:** Companion biomarker validation



Edwin Posadas



Umang Swami



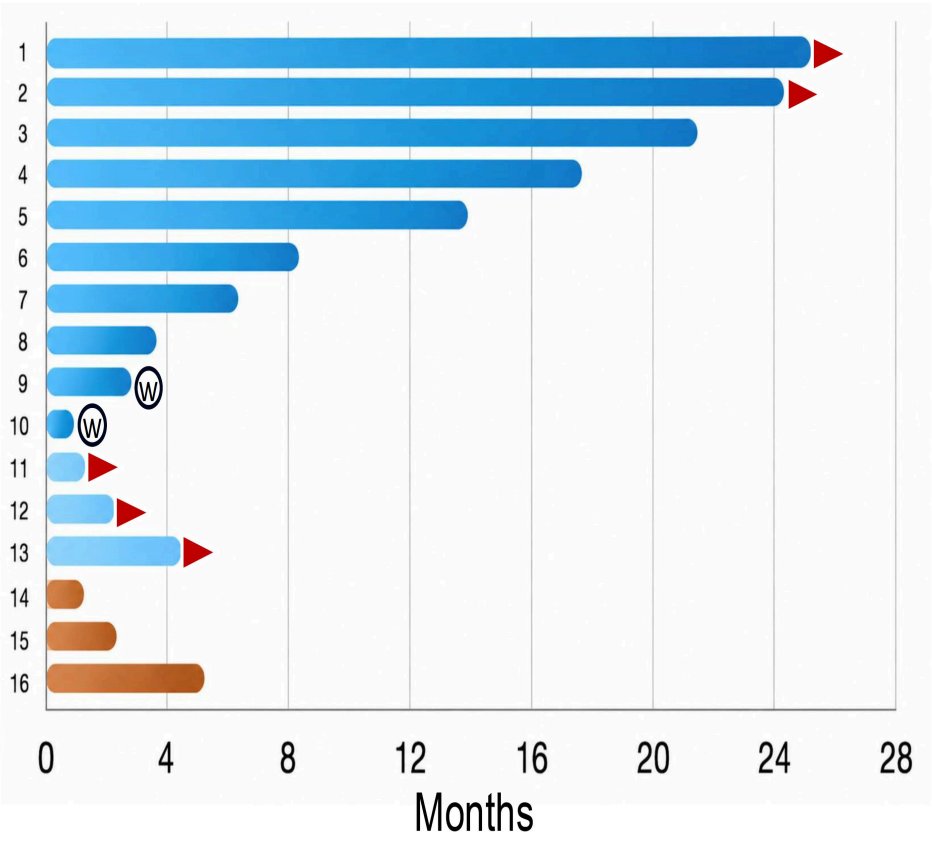
Tanya Dorff

# Phase 2 Patient Summary NCT05534646

## Apalutamide and ENV105 for the Treatment of Metastatic Castration-Resistant Prostate Cancer

| Patient ID | Age at enrollment | Pre-treatment PSA | Previous therapies | RECIST/PWCG @ week 16 |
|---|---|---|---|---|
| 001 | 68 | 7.59 | Abiraterone | Stable disease |
| 002 | 76 | 278.55 | Enzalutamide, Lu-PSMA | Not assessable (unrelated stroke) |
| 003 | 73 | 32.35 | Enzalutamide | Stable disease |
| 004 | 82 | 59.03 | Enzalutamide, Abiraterone | Stable disease |
| 005 | 60 | 4.49 | Apalutamide | Stable disease |
| 006 | 68 | 278.43 | Abiraterone, Enzalutamide | Stable disease |
| 007 | 79 | 5.63 | Enzalutamide | Stable disease |
| 008 | 71 | 3.37 | Abiraterone | Stable disease |
| 009 | 69 | 20.59 | Abiraterone | clinical PD at 3 months |
| 010 | 85 | 0.82 | Enzalutamide, Darolutamide, Lu-PSMA | Stable disease |

# Progression Free Survival NCT05534646




Still on trial

W Unrelated withdrawal

Median PFS = 17.7 months*

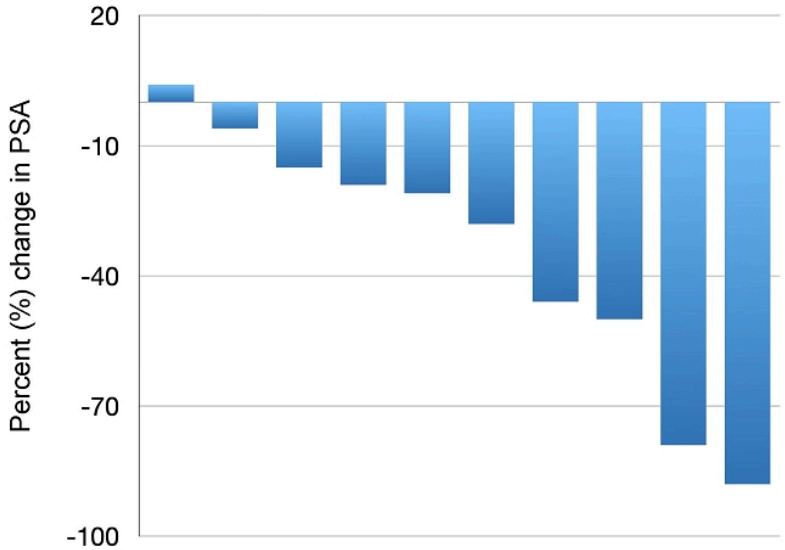
*Based on patients 1-10

Apalutamide + ENV-105

Apalutamide

# Change in PSA

NCT05534646



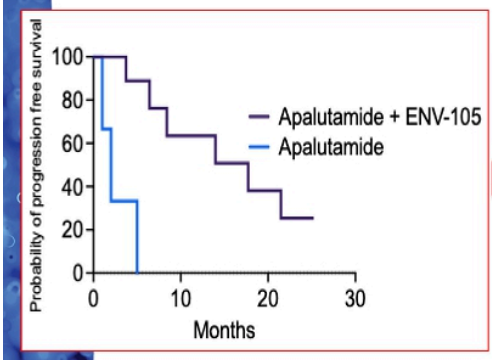

Comparing baseline pre-treatment PSA to nadir PSA values

**35% mean PSA decrease**

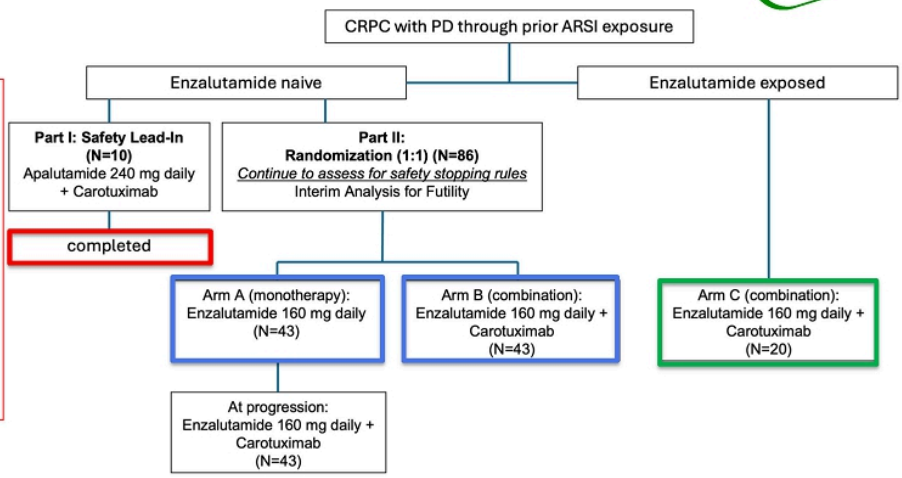
# Protocol Modification: AR-105

NCT05534646 ***Phase II Study of AR suppression with Carotuximab in Metastatic, Castration-Resistant Prostate Cancer***

Accruing




**Radiographic Progression By RECIST 1.1 or PCWG3**

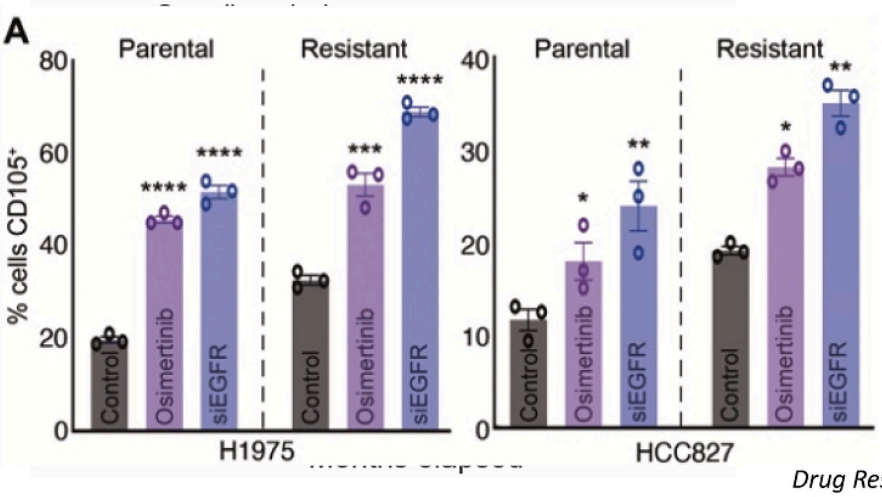


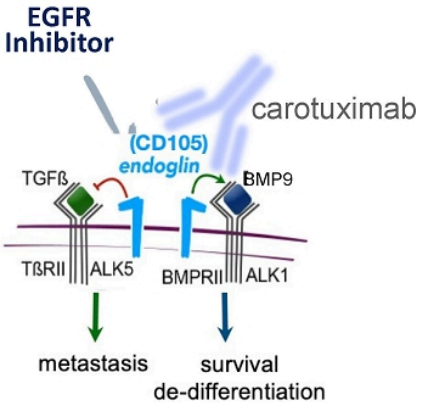

Primary endpoint: Progression Free Survival comparing patients receiving AR blockade + carotuximab to patients receiving AR blockade alone

# CD105 is upregulated by EGFR inhibition



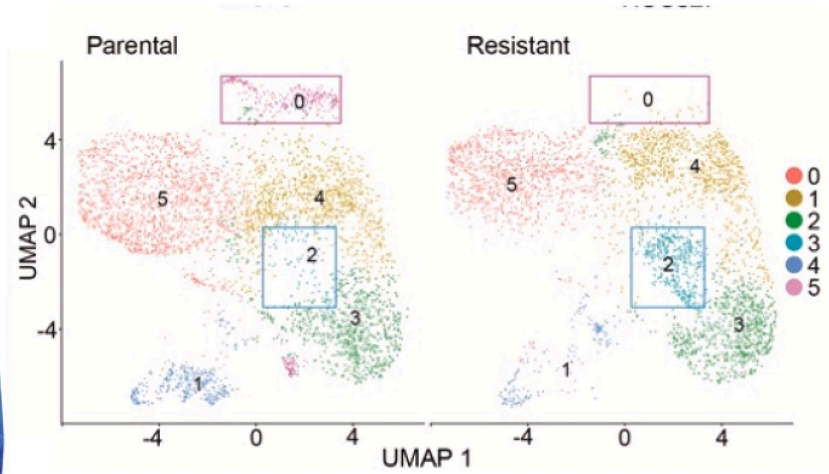

- 45,000 EGFR driven NSCLC diagnosed last year
- Tagrisso is the standard of care for EGFR driven NSCLC, yet 80% of patients have only a partial response

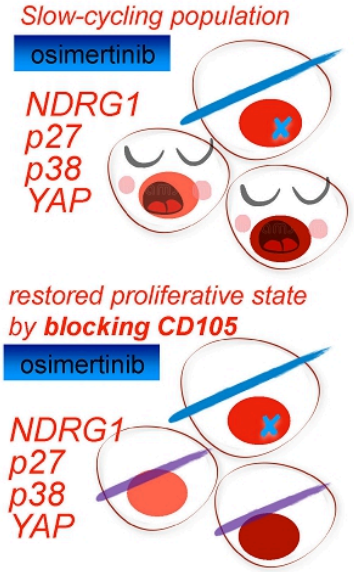



*Drug Res Updates* (2025) 81:101237

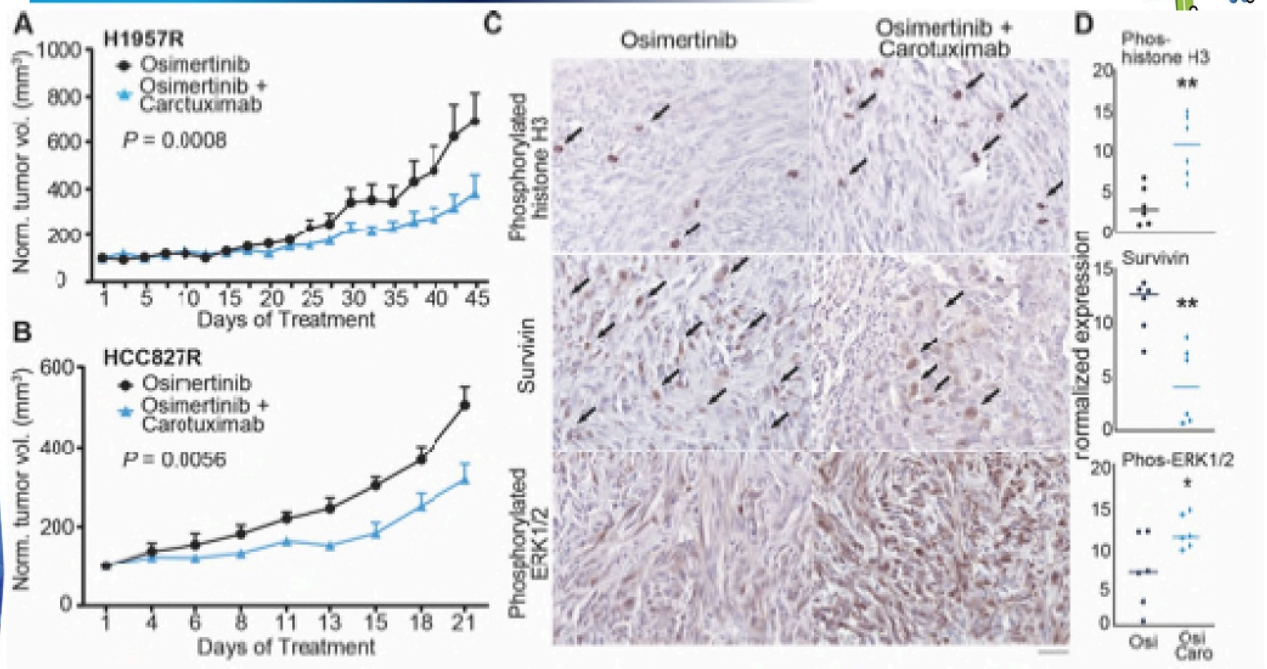
# EGFR inhibition promotes tumor dormancy in a BMP-dependent manner




*Drug Res Updates* (2025) 81:101237

# ENV105 sensitizes EGFR-driven NSCLC to osimertinib




*Drug Res Updates* (2025) 81:101237

## ENV105 IN LUNG CANCER: NCT05401110




**PHASE 1 TRIAL FOR EGFR-DRIVEN LUNG CANCER:** Osimertinib (Tagrisso) + ENV105




Patients that have become resistant to Tagrisso

Patients that are incompletely treated with Tagrisso (persistent ctDNA)




Accruing

**PRIMARY ENDPOINT:** Determine safety and effective dose of ENV105 in patients with EGFR lung cancer

**SECONDARY ENDPOINT:** Identify biomarkers for patients most responsive to ENV105

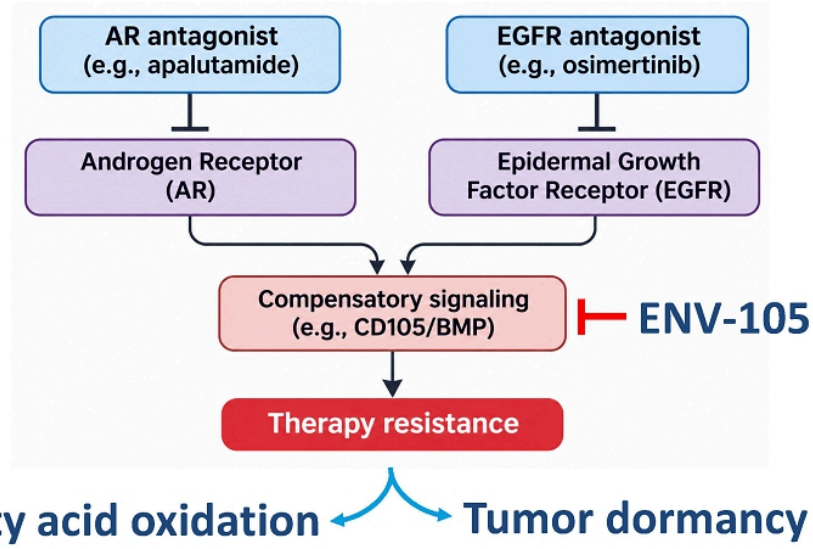
## Patient characteristics: NCT05401110

| **Patient Characteristic**<br>All data shown as n (%) unless otherwise specified | **Safety population n = 11** |
|---|---|
| Age, median (range), years | 72 (56-87) |
| Female | 11 (64%) |
| Race | |
| White | 6 (55%) |
| Asian | 4 (36%) |
| Black/AA | 1 (9%) |

## Efficacy: NCT05401110

| Best Response | Efficacy population (n = 8) |
|---|---|
| PR | 0 |
| SD | 5 (63%) |
| PD | 3 (37%) |

## Summary




fatty-acid oxidation and tumor-cell dormancy/persistence can be compatible as dormant cells have very different metabolic requirements from proliferating cells.

**Exhibit 99.2**

**Kairos Pharma Presents at United Scientific Group's 11th International Conference on Cancer Research & Drug Development**

*Houston conference serves as a platform devoted to advancing the field of basic, preclinical, and translational cancer research*

LOS ANGELES — November 3, 2026 — Kairos Pharma, Ltd. (NYSE American: KAPA), a clinical-stage biopharmaceutical company addressing drug resistance in cancer, announces that Neil Bhowmick, President and Chief Scientific Officer, presents today on Kairos Pharma's lead candidate ENV-105 and its interim efficacy results at the United Scientific Group's 11th International Conference on Cancer Research & Drug Development (Cancer R&D 2026) in Houston, TX.

Kairos Pharma's current programs with ENV-105, a first-in-class CD105/BMP signaling inhibitor, include a Phase 1 trial in EGFR-driven non-small cell lung cancer and a Phase 2 trial for castration-resistant prostate cancer and an ongoing Phase 2 clinical trial evaluating ENV-105 (carotuximab) in combination with apalutamide in patients with metastatic castration-resistant prostate cancer (mCRPC). The positive interim analysis demonstrated a statistically significant difference in progression-free survival (PFS) between all patients in the trial treated with ENV-105 plus apalutamide and those treated with apalutamide alone. Median PFS was 17.7 months with the combination compared with 2 months with apalutamide alone (P=0.0008). The trial will now focus on first line therapy after enzalutamide, incorporating first line resistance in a larger group.

Previous published work has demonstrated the efficacy of ENV-105 in radiation sensitization in prostate cancer preclinical models. CD105 is upregulated in response to standard androgen receptor inhibition and in response to ionizing radiation, driving pro-survival BMP-SMAD signaling pathways underlying therapy resistance.

"We are excited to present the clinical progress of ENV-105 at this international platform of oncologists, researchers, and industry leaders," shared Neil Bhowmick. "These findings support our hypothesis that CD105-targeting interrupts an important mechanism of treatment resistance to restore sensitivity to established cancer therapies."

**About Cancer R&D 2026**

The 2026 International Conference on Cancer Research and Development (Cancer R&D 2026) is a prestigious three-day congress devoted to advancing the field of basic, preclinical, and translational cancer research. Hosted by United Scientific Group, a distinguished non-profit organization committed to the progression of cancer research, Cancer R&D serves as a platform to foster innovation, cultivate knowledge, and encourage meaningful connections and collaborations within the global cancer research community.

**About Kairos Pharma Ltd.**

Based in Los Angeles, California, Kairos Pharma Ltd. (NYSE American: KAPA) is at the forefront of oncology therapeutics, utilizing structural biology to overcome drug resistance and immune suppression in cancer. Kairos Pharma's lead candidate, ENV-105 (carotuximab), is an antibody targeting CD105 — a protein identified as a key driver of resistance and disease relapse in response to standard cancer therapy. ENV-105 aims to reverse drug resistance by targeting CD105 and restore the effectiveness of standard therapies across multiple cancer types. For more information, visit kairospharma.com.

**Cautionary Statement Concerning Forward-Looking Statements**

This press release contains "forward-looking statements" as defined in the Private Securities Litigation Reform Act of 1995. Forward-looking statements are identified by terminology such as "may," "should," "expects," "anticipates," "contemplates," "estimates," "believes," "plans," "projected," "predicts," "potential," or "hopes," or the negative of these or similar terms. Actual results could vary materially from expectations and projections of Kairos Pharma if underlying assumptions prove inaccurate or if known or unknown risks or uncertainties materialize. Forward-looking statements include but are not limited to: success and/or completion of Phase 2 clinical trials (for prostate cancer) and Phase 1 clinical trials (for lung cancer); challenges inherent in product research and development; uncertainty regarding future regulatory approval and commercial success; and other factors described in Kairos Pharma's SEC filings, including its Annual Report on Form 10-K and Quarterly Reports on Form 10-Q. Kairos Pharma is not obligated to update any forward-looking statement except as required by applicable law. Forward-looking statements speak only as of the date they are made and no assurance can be given regarding forward-looking statements. Actual results may differ materially from those indicated. Readers are cautioned not to place undue reliance on forward-looking statements. Kairos Pharma undertakes no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by applicable law.

**Investor Contact:**

CORE IR | investors@kairospharma.com