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CHEMOMAB THERAPEUTICS LTD.

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SCIPHER MEDICINE CORP

FORM SC 13D

(Statement of Beneficial Ownership)

Filed 11/10/26

Telephone	972-77-331-0156
CIK	0001534248
Symbol	CMMB
SIC Code	2834 - Pharmaceutical Preparations
Industry	Biotechnology & Medical Research
Sector	Healthcare
Fiscal Year	12/31

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SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D

Under the Securities Exchange Act of 1934

Chemomab Therapeutics Ltd.

(Name of Issuer)

Ordinary shares, no par value per share

(Title of Class of Securities)

16385C203

(CUSIP Numbers)

Scipher Medicine Corporation
302 E Pettigrew St, Suite 100,
Durham, NC, 27701
(855) 724-7437

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

11/03/2026

(Date of Event Which Requires Filing of This Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box. ☐

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

SCHEDULE 13D

CUSIP Number(s):	16385C203

1	**Name of reporting person** Scipher Medicine Corp

2	**Check the appropriate box if a member of a Group (See Instructions)** ☐ (a) ☐ (b)
3	**SEC use only**
4	**Source of funds (See Instructions)** WC, OO
5	**Check if disclosure of legal proceedings is required pursuant to Items 2(d) or 2(e)** ☐
6	**Citizenship or place of organization** DELAWARE
Number of Shares Beneficially Owned by Each Reporting Person With:	**7** **Sole Voting Power:** 74,576,240.00 **8** **Shared Voting Power:** 0.00 **9** **Sole Dispositive Power:** 74,576,240.00 **10** **Shared Dispositive Power:** 0.00
11	**Aggregate amount beneficially owned by each reporting person** 74,576,240.00
12	**Check if the aggregate amount in Row (11) excludes certain shares (See Instructions)** ☐
13	**Percent of class represented by amount in Row (11)** 10.4 %
14	**Type of Reporting Person (See Instructions)** CO

Comment for Type of Reporting Person: The number of shares reported in rows 7, 9 and 11 reflects the number of ordinary shares, no par value per share ("Ordinary Shares"), of Chemomab Therapeutics Ltd. (the "Issuer"), represented by the American Depositary Shares ("ADSs") that Scipher Medicine Corporation (the "Reporting Person" or "Scipher") owns. Voting and investment power over the Ordinary Shares represented by the ADSs held by Scipher is exercised by its board of directors (the "Board"). The Board consists of Albert-Laszlo Barabasi, Ph.D., Reginald Seeto, M.B.B.S., Stefan Krieglstein, MS, Steve Liapis, Ph.D., and Joseph Loscalzo, Ph.D., M.D., none of whom has individual voting or investment power with respect to the Ordinary Shares represented by ADSs.

In row 13, the percent of class beneficially owned is calculated based on 643,889,200 Ordinary Shares outstanding as of October 29, 2026, as reported in the Issuer's proxy statement/prospectus, dated October 30, 2026, filed with the Securities and Exchange Commission (the "SEC") on October 30, 2026, plus the 74,576,240 Ordinary Shares represented by the ADSs held by the Reporting Person.

SCHEDULE 13D

Item 1. **Security and Issuer**

(a) **Title of Class of Securities:**

Ordinary shares, no par value per share

(b) **Name of Issuer:**

Chemomab Therapeutics Ltd.

(c) **Address of Issuer's Principal Executive Offices:**

121-123 Menachem Begin Road, 30th floor, Tel Aviv, ISRAEL , 6701203.

Item 1 Comment: The Reporting Person owns ADSs of the Issuer. Each ADS represents eighty (80) Ordinary Shares. The Ordinary Shares are registered under Section 12 of the Act, and the ADSs are not deemed a separate class of securities for purposes of calculating beneficial ownership under Section 13(d) of the Act. Accordingly, the Reporting Person's beneficial ownership is reported in this Schedule 13D in terms of Ordinary Shares, not ADSs. However, the CUSIP provided in this statement is the CUSIP for the Issuer's ADSs, because there is no CUSIP number assigned to the Ordinary Shares.

Item 2. **Identity and Background**

(a) This Schedule 13D is being filed by Scipher.

(b) The principal business address of Scipher is 302 E Pettigrew St., Suite 100, Durham, NC 27701. The business address of each executive officer and director of Scipher is c/o Scipher Medicine Corporation, 302 E Pettigrew St., Suite 100, Durham, NC 27701.

(c) Scipher is a precision immunology company focused on transforming the treatment of autoimmune and other complex diseases by applying AI-enabled network medicine to improve the drug development process by improving the selection of targets, indications and patient populations. The name, business address, present principal occupation or employment, and the name, principal business and address of any corporation or other organization in which such employment is conducted, of each of the executive officers and directors of Scipher are set forth in Schedule A to this Schedule 13D.

(d) During the last five years, neither Scipher nor, to the knowledge of Scipher, any of the persons listed in Schedule A hereto, has been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, neither Scipher nor, to the knowledge of Scipher, any of the persons listed in Schedule A hereto, has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Scipher is organized in the State of Delaware. The citizenship of each of the executive officers and directors of Scipher is disclosed in Schedule A to this Schedule 13D.

Item 3. **Source and Amount of Funds or Other Consideration**

On October 29, 2026, Scipher entered into Amendment No. 3 ("Amendment No. 3") to the Convertible Note Purchase and Investment Obligation Agreement, dated as of March 5, 2026, as amended by Amendment No. 1 thereto dated June 23, 2026 and Amendment No. 2 thereto dated July 17, 2026 (as so amended, and together with Amendment No. 3, the "CNPA"), with the investors constituting the "Requisite Purchasers" as defined in the CNPA, pursuant to which (i) Scipher agreed, among other things, to issue and sell senior unsecured convertible promissory notes (the "Notes") in an aggregate principal amount of $1,100,000, (ii) the holders of the 2026 Notes (as defined below) agreed to purchase the Notes in the aggregate principal amount of $1,100,000 over a 30-day period in one or more closings through November 28, 2026, and (iii) Scipher agreed to invest $989,615 in ADSs of the Issuer pursuant to the Issuer's ATM Facility (as defined below) on or before November 3, 2026.

On November 3, 2026, Scipher agreed to purchase 932,203 ADSs (equal to 74,576,240 Ordinary Shares) from the Issuer at a purchase price of $1.18 per ADS for an aggregate purchase price of approximately $1,100,000. The purchase was made in a block trade pursuant to the Issuer's at-the-market offering facility under the Sales Agreement, dated July 25, 2025, between the Issuer and LifeSci Capital, LLC, as sales agent (the "ATM Facility"). Scipher funded the aggregate purchase price with $858,612 of proceeds from the Notes issued through November 3, 2026 and approximately $241,387 of its working capital. The Notes issued through November 3, 2026 were issued to: (1) Don Gogel in the aggregate amount of $14,509.00 on October 29, 2026, (2) Khosla Ventures VI, LP in the aggregate amount of $250,129.00 on October 29, 2026, (3) Northpond Capital, LP in the aggregate amount of $447,040.00 on October 30, 2026, (4) Christoph Kletzer in the aggregate amount of $700.00 on November 2, 2026, (5) Granpool Hungary Kft. in the aggregate principal amount of $35,849.00 on November 2, 2026, (6) Blue Owl Healthcare Opportunities EF IV LP in the aggregate principal amount of $3,861.00 on November 3, 2026, and (7) Blue Owl Healthcare Opportunities IV LP for an aggregate principal amount of $106,524.00 on November 3, 2026. Scipher expects to replenish the working capital with the proceeds of subsequent closings of the Notes. The Notes constitute borrowings by Scipher incurred for the purpose of funding its financing obligation to the Issuer under Section 5.6 of the Merger Agreement (as defined in Item 4 below), including the purchase of the ADSs, and, pursuant to the Consent (as defined in Item 4 below), the proceeds of the Notes may be used solely for that purpose and to pay related costs and expenses. The Notes are unsecured obligations of Scipher, and Scipher has not pledged the ADSs to secure the Notes. Until transferred to the holders of the Notes as described below, the ADSs remain assets of Scipher available to its creditors generally.

While the Notes are outstanding and before the Merger Agreement (as defined in Item 4 below) terminates or the transactions contemplated by the Merger Agreement are consummated, Scipher will hold the 932,203 ADSs for the benefit of the holders of the Notes. The Notes mature on August 5, 2027. The Notes rank pari passu with all outstanding convertible notes issued under the CNPA prior to Amendment No. 3 (the "2026 Notes") and senior in right of payment to all other existing indebtedness of Scipher, including Scipher's prior convertible notes (other than the 2026 Notes). Scipher retains voting and dispositive power over all of the ADSs and the right to receive any dividends on the ADSs (if any). The holders of the Notes do not have the right to vote, dispose of or direct the voting or disposition of the ADSs, and Scipher does not believe that the holders of the Notes beneficially own, or together with Scipher constitute a "group" with respect to, the Ordinary Shares represented by the ADSs.

Under Amendment No. 3, in connection with the Merger (as defined in Item 4 below), each Note will be satisfied in full and cancelled in exchange for Scipher's delivery to each holder of a Note of such number of shares of common stock of Chemomab Parent (as defined in Item 4 below), par value $0.00001 per share ("Chemomab Parent Common Stock"), issued to Scipher in the Domestication Merger (as defined in Item 4 below) in exchange for the ADSs, as is equal to (i) the principal amount of the Note held by such holder divided by $1.18, the purchase price paid by Scipher for the ADSs under the ATM Facility, multiplied by (ii) the Domestication Exchange Ratio (as defined in Item 4 below) (expressed on a per-ADS basis), rounded down to the nearest whole share. The shares of Chemomab Parent Common Stock will be deemed transferred to the holders immediately prior to, and contingent upon, the closing of the Merger. If the Merger Agreement is terminated before the Merger closes, the Notes will remain outstanding in accordance with their terms and will not be

exchanged for Chemomab Parent Common Stock or any securities of the Issuer. In that event, Scipher will retain the ADSs.

The foregoing descriptions of the CNPA and the Notes do not purport to be complete and are qualified in their entirety by reference to the full text of the CNPA and the form of Note, filed as Exhibits 99.2 through 99.6 to this Schedule 13D and incorporated herein by reference.

Item 4. Purpose of Transaction

The response to Item 3 of this Schedule 13D is incorporated herein by reference.

On July 7, 2026, the Issuer, Scipher, Snowdrift Parent Corporation, a Delaware corporation and a wholly owned subsidiary of the Issuer ("Chemomab Parent"), Snowdrift Sub Corp., a Delaware corporation and a wholly owned subsidiary of Chemomab Parent ("Merger Sub"), and Elderwood Ltd., an Israeli company and a wholly owned subsidiary of Chemomab Parent ("Domestication Merger Sub"), entered into an Agreement and Plan of Merger (as amended, supplemented or otherwise modified from time to time, the "Merger Agreement"), pursuant to which, among other things, the parties will effect a series of transactions resulting in the Issuer redomiciling into the U.S. (the "Domestication"), including the merger of Domestication Merger Sub with and into the Issuer, with the Issuer surviving as a wholly owned subsidiary of Chemomab Parent (the "Domestication Merger"), and the merger of Merger Sub with and into Scipher, with Scipher surviving and becoming a wholly owned subsidiary of Chemomab Parent following the Domestication (the "Merger"). In connection with the Domestication, each Ordinary Share (including each Ordinary Share represented by the ADSs) outstanding immediately prior to the Domestication will convert into shares of Chemomab Parent Common Stock based on the exchange ratio determined pursuant to the Merger Agreement (the "Domestication Exchange Ratio").

The Merger is expected to be completed in the first calendar quarter of 2027, and if it is completed, the business of Scipher will combine with the business of the Issuer in Chemomab Parent (Chemomab Parent, as so combined, the "Combined Company"), and, subject to the approval of Nasdaq, the parties expect the common stock of the Combined Company to be listed on the Nasdaq Capital Market under the ticker symbol "SCIP." Following the completion of the Merger, Chemomab Parent will change its name to "Scipher Medicine Corporation," the Issuer will become a wholly owned subsidiary of Chemomab Parent, and the ADSs are expected to cease to be listed on Nasdaq and to become eligible for termination of registration under the Act. The Board of Directors of the Combined Company is expected to be Reginald Seeto, M.B.B.S., Brett Blackman, Ph.D., Stefan Krieglstein, MS, Joseph Loscalzo, Ph.D., M.D. and Adi Mor, Ph.D., four of whom will be designated by Scipher and one of whom will be designated by the Issuer.

Pursuant to the Merger Agreement, in the event that, prior to the closing of the Merger, the Issuer determines that it requires additional financing (whether debt or equity), the Issuer must first deliver to Scipher a written notice setting forth the amount and the material terms of a proposed financing (the "Financing Notice"), and Scipher must provide all of such financing on the terms set forth in the Financing Notice up to $1,100,000. On October 11, 2026, the Issuer delivered a Financing Notice for an amount equal to $1,100,000. On November 3, 2026, the Issuer and Scipher entered into an Acknowledgement Agreement & Consent (the "Consent") whereby the Issuer consented to the issuance by Scipher of the Notes during the period prior to the closing of the Merger, provided that such proceeds are used solely to allow Scipher to perform its obligations under Section 5.6 of the Merger Agreement and to pay reasonable and documented out-of-pocket costs and expenses incurred in connection with the issuance of the Notes. The Issuer further agreed that the Notes will not be considered indebtedness of Scipher for purposes of determining Scipher's valuation for purposes of calculating the Domestication Exchange Ratio. On November 3, 2026, Scipher agreed to purchase 932,203 ADSs (equal to 74,576,240 Ordinary Shares) from the Issuer at a purchase price of $1.18 per ADS for an aggregate purchase price of approximately $1,100,000 in a block trade pursuant to the ATM Facility (as discussed in Item 3 above).

Pursuant to the Merger Agreement, holders of Ordinary Shares represented by ADSs as of immediately prior to the Domestication Merger, which will include Scipher as the holder of the ADSs, will be entitled to receive one contingent value right ("CVR") for each Ordinary Share held immediately prior to the Domestication Merger, subject to the terms and conditions of a contingent value rights agreement to be entered into at or prior to the effective time of the Merger. Promptly following the cancellation of the Notes in exchange for the delivery by Scipher of the shares of Chemomab Parent Common Stock to the holders of the Notes, Scipher will distribute to the former holders of the Notes on a pro rata basis the CVRs associated with such shares.

The foregoing descriptions of the Merger Agreement and the Consent do not purport to be complete and are qualified in their entirety by reference to the full text of the Merger Agreement and the Consent, filed as Exhibits 99.7 and 99.8, respectively, to this Schedule 13D and incorporated herein by reference.

Except as set forth in this Schedule 13D, Scipher does not have any present plans or proposals that relate to or would result in any of the matters set forth in clauses (a) through (j) of Item 4 of Schedule 13D. Scipher may, at any time and from time to time, review or reconsider its position, change its purpose or formulate plans or proposals with respect thereto.

Item 5. Interest in Securities of the Issuer

(a) As of the date hereof, Scipher may be deemed to beneficially own 74,576,240 Ordinary Shares, or approximately 10.4% of the Ordinary Shares outstanding. This amount consists of 932,203 ADSs, representing 74,576,240 Ordinary Shares, held by Scipher.

The beneficial ownership percentage reported herein is based on 643,889,200 Ordinary Shares outstanding as of October 29, 2026, as reported in the Issuer's proxy statement/prospectus, dated October 30, 2026, filed with the SEC on October 30, 2026, plus the 74,576,240 Ordinary Shares represented by the ADSs held by the Reporting Person.

To the knowledge of Scipher, none of the persons listed in Schedule A beneficially owns any Ordinary Shares.

(b) Scipher has the sole power to vote or direct the voting of, and the sole power to dispose or direct the disposition of, the 74,576,240 Ordinary Shares that it may be deemed to beneficially own.

(c) Except for the purchase of 932,203 ADSs (representing 74,576,240 Ordinary Shares) on November 3, 2026 at a price of $1.18 per ADS in a block trade effected through LifeSci Capital, LLC, as sales agent, pursuant to the ATM Facility, as described in Item 3, neither Scipher nor, to the knowledge of Scipher, any of the persons listed in Schedule A has effected any transaction in the Ordinary Shares or ADSs during the past 60 days. The responses to Items 3 and 4 of this Schedule 13D are incorporated herein by reference.

(d) As described in Item 3, Scipher holds the ADSs for the benefit of the holders of the Notes, and, upon the closing of the Merger, the holders of the Notes will receive the shares of Chemomab Parent Common Stock issued in exchange for the ADSs and the related CVRs. Other than the foregoing, no other person is

known to have the right to receive or the power to direct the receipt of dividends from, or the proceeds from the sale of, the Ordinary Shares beneficially owned by Scipher.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer

The responses to Items 3 and 4 of this Schedule 13D are incorporated herein by reference. Other than the Merger Agreement, the Consent, the CNPA and the Notes (including Scipher's agreement to hold the ADSs for the benefit of the holders of the Notes and to deliver the shares of Chemomab Parent Common Stock issued in exchange for the ADSs, and the related CVRs, to such holders), there are no contracts, arrangements, understandings or relationships (legal or otherwise) between Scipher or, to the knowledge of Scipher, any of the persons listed in Schedule A, and any other person with respect to the securities of the Issuer.

Item 7. Material to be Filed as Exhibits.

Exhibit 99.1 - Schedule A, dated as of November 3, 2026.

Exhibit 99.2++ - Convertible Note Purchase and Investment Obligation Agreement, dated as of March 5, 2026, by and among Scipher Medicine Corporation and the investors listed on Exhibit A-1 thereto.

Exhibit 99.3++ - Amendment No. 1 to the Convertible Note Purchase and Investment Obligation Agreement, dated as of June 23, 2026, by and among Scipher Medicine Corporation and the investors party thereto.

Exhibit 99.4 - Amendment No. 2 to the Convertible Note Purchase and Investment Obligation Agreement, dated as of July 17, 2026, by and among Scipher Medicine Corporation and the investors party thereto.

Exhibit 99.5++ - Amendment No. 3 to the Convertible Note Purchase and Investment Obligation Agreement, dated as of October 29, 2026, by and among Scipher Medicine Corporation and the investors party thereto.

Exhibit 99.6 - Form of Senior Unsecured Convertible Promissory Note issued pursuant to Amendment No. 3 to the Convertible Note Purchase and Investment Obligation Agreement.

Exhibit 99.7++ - Agreement and Plan of Merger, dated as of July 7, 2026, by and among Chemomab Therapeutics Ltd., Snowdrift Parent Corporation, Snowdrift Sub Corp., Elderwood Ltd., and Scipher Medicine Corporation (incorporated herein by reference to Exhibit 2.1 to Chemomab Therapeutics Ltd.'s Report on Form 6-K filed with the SEC on July 8, 2026).

Exhibit 99.8 - Acknowledgement Agreement & Consent, dated November 3, 2026, by and between Chemomab Therapeutics Ltd. and Scipher Medicine Corporation.

++ The schedules to the agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule will be furnished to the SEC upon request.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Scipher Medicine Corp

Signature:	**/s/ Courtney Morris**
Name/Title:	**Courtney Morris, Chief Business Officer**
Date:	**11/10/2026**

Exhibit 99.1

SCHEDULE A

Executive Officers

Name	Principal Occupation	Citizenship
Reginald Seeto, M.B.B.S.	President & Chief Executive Officer, Director of Scipher Medicine Corporation	Australia
Ryan Phan, Ph.D.	Chief Operating Officer of Scipher Medicine Corporation	U.S.
Courtney Morris	Chief Business Officer of Scipher Medicine Corporation	U.S.
Torsten Hombeck, Ph.D.	Interim Chief Financial Officer of Scipher Medicine Corporation	Germany

Directors

Name	Principal Occupation	Citizenship
Albert-László Barabási, Ph.D.	Robert Gray Dodge Professor of Network Science and a University Distinguished Professor at Northeastern University	U.S.
Stefan Krieglstein, MS	Managing Director of Krieglstein & Company	Austria
Steve Liapis, Ph.D.	Managing Director at Northpond Ventures	U.S.
Joseph Loscalzo, Ph.D., M.D.	Hersey Distinguished Professor of the Theory and Practice of Medicine and Samuel A. Levine Professor of Medicine at Harvard Medical School	U.S.
Reginald Seeto, M.B.B.S.	President & Chief Executive Officer, Director of Scipher Medicine Corporation	Australia

Exhibit 99.2

CONVERTIBLE NOTE PURCHASE AND INVESTMENT OBLIGATION AGREEMENT

THIS CONVERTIBLE NOTE PURCHASE AND INVESTMENT OBLIGATION AGREEMENT (this "**Agreement**"), is made as of the 5th day of March, 2026 by and among Scipher Medicine Corporation, a Delaware corporation (the "**Company**"), and the investors listed on Exhibit A-1 attached to this Agreement (each a "**Purchaser**" and together, the "**Purchasers**").

RECITALS

The Purchasers desire to lend to the Company, and the Company desires to borrow from the Purchasers, $5,870,325 or more in the form of senior convertible promissory notes, and the Purchasers also desire to purchase $23,485,000 or more in shares of Common Stock (as defined below) (or the equivalent equity of a successor to the Company) in the event of a Strategic Transaction (as defined below), in the manner and upon the terms and conditions hereinafter set forth.

Certain of the Purchasers are parties to that that Convertible Note Purchase Agreement dated February 28, 2025, between the Company and the investors listed on Exhibit A-1 thereto (the "**Prior Purchase Agreement**") pursuant to which the Company issued and sold convertible promissory notes from February 2025 through August 2025 (such notes, the "**Prior Notes**"). The Company and the Purchasers desire (i) to allow holders of the Prior Notes to exchange such Prior Notes for the notes issued under this Agreement, and (ii) to amend the terms of the Prior Notes, as set forth herein.

AGREEMENT

The parties hereby agree as follows:

1. Purchase and Sale of Convertible Notes.

1.1 Sale and Issuance of Convertible Notes. Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, at the Convertible Note Initial Closing (as defined below), the Company's Senior Unsecured Convertible Promissory Notes substantially in the form attached hereto as Exhibit B (each, without distinction, a "**Note**" and, collectively, the "**Notes**") in the original principal amounts for each Purchaser appearing beside such Purchaser's name on Exhibit A-1 attached hereto under the heading "Convertible Note Initial Closing." The obligations of the Purchasers hereunder to purchase the Notes are several and not joint.

1.2 Closings; Delivery.

(a) The initial purchase and sale of the Notes shall take place remotely via the exchange of documents and signatures on the date hereof, or at such other time and place as the Company and the Purchasers mutually agree, orally or in writing (which time and place are designated as the "**Convertible Note Initial Closing**"). In the event there is more than one closing, including, without limited, any Convertible Note Additional Closing (as defined below),the term "**Closing**" shall apply to each such closing unless otherwise specified.

(b) At each Closing, the Company shall issue and deliver to each Purchaser a Note in the aggregate principal amount set forth opposite such Purchaser's name on Exhibit A-1 attached hereto against payment by the Purchaser of the principal amount of such Note by wire transfer to a bank account designated by the Company or by cancellation or conversion of indebtedness or other convertible securities of the Company to the Purchaser, including interest and the Prior Notes, or by any combination of such methods (collectively, the "**Consideration**").

1.3 Sale of Additional Notes. Promptly following the Convertible Note Initial Closing, the Company shall conduct an offering to the Preferred Stockholders who are not already parties to this Agreement and shall offer each Preferred Stockholder the right to participate in such offering by allowing such Preferred Stockholder to purchase a Note or Notes (each such closing, an "**Convertible Note Additional Closing**" and any such participating Preferred Stockholder, an "**Additional Purchaser**"); provided that (i) such Convertible Note Additional Closing is consummated on or prior to thirty (30) days after the Convertible Note Initial Closing (the "**Additional Closing Deadline**"), and (ii) each Additional Purchaser becomes a party to this Agreement by executing and delivering a counterpart signature page or joinder hereto. The Company shall update Exhibit A-1 to this Agreement to reflect the principal amounts of the Notes issued at each such Closing and the Additional Purchasers purchasing such Notes.

1.4 Investment Obligation for Strategic Transaction. By executing this Agreement, each Purchaser agrees that, if at any time on or prior to June 20, 2026, and subject to the terms and conditions set forth in this Section 1.4, the Board approves a Strategic Transaction, then each Purchaser shall wire to the Company an amount equal to or greater than such Purchaser's Strategic Transaction Pro Rata Amount on or before the Strategic Transaction Closing Deadline (such obligation of each Purchaser, the "**Investment Obligation**"), which funds shall be maintained by the Company in accordance with Section 1.7(b) below. Any such funds wired by a Purchaser to the Company shall be referred to as "**Investment Obligation Funds**." The "**Strategic Transaction Closing Deadline**" shall be a date on or prior to June 30, 2026, as determined by the Board, which date shall be no earlier than five (5) Business Days following the Company's delivery to the Purchasers of a notice (the "**Strategic Transaction Closing Notice**") confirming the Board's approval of a Strategic Transaction and the date of the Strategic Transaction Closing Deadline. Upon prior written notice to the Company, any Purchaser may fulfill its Investment Obligation by wiring such Purchaser's Strategic Transaction Pro Rata Amount to the Company at any time on or prior to the Strategic Transaction Closing Deadline. Each Purchaser agrees that, in the event that the Board approves a Strategic Transaction, such Purchaser will execute and deliver to the Company all of the transaction documents approved by the Board related to the PIPE (as defined below); provided that such documents (i) are the same documents to be entered into by the other investors participating in the PIPE, and (ii) have customary exceptions applicable to the Purchaser, including limited representations, warranties, liability and indemnification obligations for the Purchaser.

1.5 Special Mandatory Conversion. If any Preferred Stockholder (i) fails to purchase a Note or Notes in an aggregate amount at least equal to 90% of such Preferred Stockholder's Convertible Note Pro Rata Amount (excluding any Prior Note Consideration applicable to such Preferred Stockholder) on or prior to the Additional Closing Deadline, or (ii) fails to wire funds to the Company in an aggregate amount at least equal to 90% of such Preferred Stockholder's Strategic Transaction Pro Rata Amount on or prior to the Strategic Transaction Closing Deadline (in either case, such Preferred Stockholder a "**Defaulting Preferred Stockholder**" and any such amount not purchased or wired by such Defaulting Preferred Stockholder, the "**Defaulted Amount**"), then the Company shall send written notice (the "**Second Notice**") to such Defaulting Preferred Stockholder of such Defaulting Preferred Stockholder's noncompliance with the provisions of this Section 1.5 and provide such Defaulting Preferred Stockholder no more than two (2) Business Days from the date of the Second Notice to remedy such noncompliance and purchase such Defaulted Amount (the "**Remedy Deadline**"). If the Defaulting Preferred Stockholder fails to provide the Defaulted Amount to the Company by the Remedy Deadline, then each share of Preferred Stock held by such Defaulting Preferred Stockholder or any of its Affiliates or any assignee or transferee of the shares of Preferred Stock of such Defaulting Preferred Stockholder or any of its Affiliates or any of its and their assignees or transferees shall automatically and without further action on the part of such Persons be converted, effective upon the Remedy Deadline, into shares of Common Stock (as defined below) at a rate of ten (10) shares of Preferred Stock to one (1) share of Common Stock pursuant to, and as further provided in, Section 5.3 of Part B Article Fourth of the Restated Certificate (a "**Special Mandatory Conversion**"). The provisions of this Section 1.5 shall apply to any Preferred Stockholder of the Company notwithstanding the fact that such Preferred Stockholder may not be a party to this Agreement provided that, with respect to any Preferred Stockholder that has not signed this Agreement at the Convertible Note Initial Closing, the Company shall have sent to such Preferred Stockholder a copy of this Agreement and given such Preferred Stockholder the opportunity to become a party to this Agreement as an Additional Purchaser and purchase its Convertible Note Pro Rata Amount in accordance with the provisions of this Agreement at least ten (10) days prior to the Additional Closing Deadline.

1.6 Aggregation of Pro Rata Among Affiliates. For purposes of determining the aggregate principal amount of the Notes purchased by a Preferred Stockholder for purposes of Section 1.5, any Affiliate or group of Affiliates of such Preferred Stockholder shall be permitted to purchase up to all of the aggregate principal amount of such Notes on behalf of the Preferred Stockholder (provided, that no principal amount of any purchased Notes shall be attributed to more than one Person within any such group of Affiliates), and any purchases made by such Affiliate or group of Affiliates on behalf of such Preferred Stockholder shall be deemed to have been made by such Preferred Stockholder for purposes of Section 1.5.

1.7 Use of Proceeds.

(a) In accordance with the directions of the Board, the Company will use the proceeds from the sale of the Notes for general corporate purposes.

(b) The Company agrees that all Investment Obligation Funds will be held by the Company in escrow for the benefit of the Purchaser that wired such Investment Obligation Funds to the Company and that such funds shall be used solely for the purchase of shares of common stock (or their equivalent) of Chemomab Therapeutics Ltd. ("**Chemomab**") in a private placement in public equity transaction (the "**PIPE**"), effective as of the closing of such Strategic Transaction. In the event (a) the Company and Chemomab enter into a definitive merger or similar agreement for the Strategic Transaction and such definitive agreement is subsequently terminated, or (b) the PIPE is not consummated by June 30, 2026, the Company shall promptly return to each Purchaser the amount of the Investment Obligation Funds such Purchaser wired to the Company. Except as expressly provided in this Section 1.7(b), no Purchaser shall have any right to the return of such Purchaser's Investment Obligation Funds wired to the Company.

1.8 Amendment of Prior Notes; Exchange of Prior Notes.

(a) Amendment of Prior Notes. Each of the undersigned Purchasers who are holders of Prior Notes (each a "**Prior Noteholder**"), together comprising the "Requisite Purchasers" under the Prior Purchase Agreement sufficient to amend and/or waive the provisions of all of the Prior Notes, agree to sign the amendment to the Prior Notes attached hereto as Exhibit E (the "**Amendment No. 1 to Prior Notes**") to be effective immediately prior to the Initial Closing.

(b) Exchange of Prior Notes. Each of the undersigned Purchasers who are Prior Noteholders (each a "**Prior Noteholder**"), together comprising the "Requisite Purchasers" under the Prior Purchase Agreement, hereby agree on their own behalf and on behalf of all holders of such Prior Notes, that, for each Prior Note held by a Prior Noteholder who purchases a new Note or Notes hereunder in an aggregate amount at least equal to 90% of such Prior Noteholder's Convertible Note Pro Rata Amount on or prior to the Additional Closing Deadline, (i) the sum of the outstanding principal amount and accrued interest of each such Prior Note, calculated as of March 5, 2026 for administrative purposes (the "**Prior Note Consideration**"), which amount is set forth opposite each such Prior Noteholder's name on the Schedule of Purchasers, shall automatically be exchanged and applied to the new Note purchased by such Purchaser hereunder, along with any additional Consideration paid to the Company by such Prior Noteholder and set forth opposite each such Prior Noteholder's name on the Schedule of Purchasers for Notes, and any such Prior Notes held by such Prior Noteholders (the "**Exchanged Notes**") and all obligations set forth therein shall be immediately deemed cancelled and terminated in their entirety, including, but not limited to, any security interest effected therein, (ii) to the extent the terms of Exchanged Notes held by such Prior Noteholders may conflict with the terms hereof, the terms of such Exchanged Notes are hereby automatically amended to be consistent with the terms hereof, (iii) the Prior Noteholder's rights to receive any interest on the Exchanged Notes accrued after March 5, 2026 are hereby irrevocably waived and (iv) each such Prior Noteholder hereby unconditionally and irrevocably waives all notices, defaults, events of default and breaches that may have occurred under the Exchanged Notes held by such Prior Noteholders. Notwithstanding the foregoing or anything to the contrary contained herein, the cancellation, release and extinguishment of such Exchanged Notes shall be effective upon the Initial Closing whether or not such Exchanged Notes are delivered in physical form to or marked as cancelled by the Company and all obligations set forth therein shall be immediately deemed terminated in their entirety. At the Initial Closing, the Company will issue and deliver to each such undersigned Prior Noteholder a Note in original principal amount equal to the Prior Note Consideration plus any additional Consideration paid by the Purchaser at the Initial Closing.

1.9 Defined Terms Used in this Agreement. In addition to the terms defined above, the following terms used in this Agreement shall be construed to have the meanings set forth or referenced below or elsewhere in this Agreement.

(a) "**Affiliate**" means, with respect to any specified Person, (i) any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person, including, without limitation, any general partner, managing member, officer, director or trustee of such Person, or any venture capital fund or registered investment company now or hereafter existing that is controlled by one or more general partners, managing members or investment advisors of, or shares the same management company or investment advisor with, such Person and (ii) (A) any other Person who, directly or indirectly, controls the voting power of all shares of voting capital stock of the Company held by such Person by irrevocable proxy or (B) any other Person over which such Person, directly or indirectly, controls the voting power of all voting shares of capital stock of the Company held by such other Person by irrevocable proxy.

(b) "**Aggregate Pro Rata Amount**" of each Preferred Stockholder is set forth across from such Purchaser's name on Exhibit A-2 attached hereto under the column heading "Aggregate Pro Rata Amount" and is calculated by multiplying $29,355,325.00 by a fraction, the numerator of which is equal to the number of shares of Preferred Stock held by such Preferred Stockholder, and the denominator of which is equal to 7,673,822, representing the aggregate number of outstanding shares of Preferred Stock held by all Preferred Stockholders as of the date hereof.

(c) "**Applicable Discount Rate**" means (i) with respect to any Notes issued to a Purchaser that (together with its Affiliates) purchases Notes in aggregate principal amount (excluding any Prior Note Consideration applicable to such Purchaser) representing at least 90%, but less than 110%, of such Purchaser's Convertible Note Pro Rata Amount for all consummated Closings, 80%, (ii) with respect to any Notes issued to a Purchaser that (together with its Affiliates) purchases Notes in aggregate principal amount (excluding any Prior Note Consideration applicable to such Purchaser) representing at least 110%, but less than 125%, of such Purchaser's Convertible Note Pro Rata Amount for all consummated Closings, 70% and (iii) with respect to any Notes issued to a Purchaser that (together with its Affiliates) purchases Notes in aggregate principal amount (excluding any Prior Note Consideration applicable to such Purchaser) representing at least 125% of such Purchaser's Convertible Note Pro Rata Amount for all consummated Closings, 60%.

(d) "**Board**" means the Board of Directors of the Company.

(e) "**Business Day**" means any day other than a Saturday, Sunday or a legal holiday on which national banks are not open for general business in the State of New York.

(f) "**Code**" means the Internal Revenue Code of 1986, as amended.

(g) "**Common Stock**" means the Company's common stock, par value $0.001 per share.

(h) "**Convertible Note Pro Rata Amount**" of each Preferred Stockholder means the amount set forth across from such Purchaser's name on Exhibit A-2 attached hereto under the column heading "Convertible Note Pro Rata Amount" and is calculated by multiplying the Aggregate Pro Rata Amount of such Preferred Stockholder by 20%.

(i) A Purchaser's "**Excess Investment Amount**" means the amount calculated as follows:

(a) If the Total Pre-Closing Funded Amount is equal to or less than $5,000,000, the Excess Investment Amount for a Purchaser shall be the full amount, if any, by which the aggregate principal amount of all Notes purchased by such Purchaser in all Closings exceeds such Purchaser's Convertible Note Pro Rata Amount;

(b) If the Total Pre-Closing Funded Amount is more than $5,000,000 and the aggregate principal amount of all Notes purchased by all Purchasers in all Closings equals or exceeds each Purchaser's Convertible Note Pro Rata Amount, each Purchaser's Excess Investment Amount shall be zero; and

(c) If the Total Pre-Closing Funded Amount is more than $5,000,000 and any Purchaser purchases Notes in combined aggregate principal amount that is less than such Purchaser's Convertible Note Pro Rata Amount (each, a "**Non-Excess Investor**"):

(1) the Excess Investment Amount for each Non-Excess Investor shall be zero, and

(2) the Excess Investment Amount for each Purchaser that purchases Notes with a combined aggregate principal amount in all Closings combined that is more than such Purchaser's Convertible Note Pro Rata Amount (an "**Oversubscribing Purchaser**") shall equal the product obtained by multiplying (A) (I) $5,000,000 less (II) the aggregate principal amount of all Notes purchased by all Non-Excess Investors in all Closings, less (III) the sum of all Oversubscribing Purchasers' aggregate Convertible Note Pro Rata Amounts, by (B) the quotient obtained by dividing (i) the aggregate principal amount of all Notes purchased by such Oversubscribing Purchaser in all Closings that exceeds such Oversubscribing Purchaser's Convertible Note Pro Rata Amount, by (ii) the aggregate principal amount of all Notes purchased by all Oversubscribing Purchasers in all Closings that exceeds the sum of all such Oversubscribing Purchasers' Convertible Note Pro Rata Amounts.

(j) "**Knowledge**" including the phrase "**to the Company's Knowledge**" (and words of similar import) shall mean the actual knowledge after reasonable investigation of Reginald Seeto and Courtney Morris.

(k) "**Material Adverse Effect**" means a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property, prospects or results of operations of the Company.

(l) "**Omnibus Amendment**" means that certain Omnibus Amendment among the Company and the Purchasers, in the form of Exhibit C attached to this Agreement

(m) "**Person**" means any individual, corporation, partnership, trust, limited liability company, association or other entity.

(n) "**Pre-Closing Funded Amount**" with respect to a Purchaser means the amount equal to the lesser of (I) the aggregate principal amount of Notes purchased by such Purchaser in all Closings (excluding any Prior Note Consideration applicable to such Purchaser), and (II) the sum of (a) such Purchaser's Convertible Note Pro Rata Amount plus (b) such Purchaser's Excess Investment Amount, if any.

(o) "**Preferred Stock**" means the Company's preferred stock, par value $0.001 per share.

(p) "**Preferred Stockholder**" means any holder of Preferred Stock.

(q) "**Requisite Purchasers**" means the holders of Notes or Prior Notes issued by the Company representing at least sixty percent (60%) of the aggregate principal amount of the Notes and Prior Notes then outstanding.

(r) "**Restated Certificate**" shall mean the Fifth Amended and Restated Certificate of Incorporation of the Company, as amended, as may be amended and/or restated from time to time.

(s) "**Securities Act**" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

(t) "**Strategic Transaction**" means the proposed reverse merger transaction by and between the Company and Chemomab (or an affiliate thereof) consummated pursuant to a definitive merger, acquisition or similar agreement between the parties.

(u) "**Strategic Transaction Pro Rata Amount**" of each Preferred Stockholder means the amount (A) set forth across from such Purchaser's name on Exhibit A-2 attached hereto under the column heading "Strategic Transaction Pro Rata Amount," which is calculated by multiplying the Aggregate Pro Rata Amount of such Preferred Stockholder by 80%, less (B) such Purchaser's Pre-Closing Funded Amount.

(v) "**Total Pre-Closing Funded Amount**" means the amount equal to the sum aggregate principal amount of all Notes purchased by all Purchasers in all Closings (excluding all Prior Note Consideration applicable to such Purchasers).

(w) "**Transaction Agreements**" means this Agreement and the Notes.

2. Representations and Warranties of the Company. The Company hereby represents and warrants to each Purchaser that, (i) with respect to the Convertible Note Initial Closing, except as set forth on the schedule attached as Exhibit D to this Agreement (the "**Disclosure Schedule**"), which exceptions shall be deemed to be part of the representations and warranties made hereunder, the following representations are true and complete as of the date of the applicable Closing, except as otherwise indicated. For purposes of these representations and warranties (other than those in Sections 2.1, 2.2 and 2.3), the term the "**Company**" shall include any subsidiaries of the Company, unless otherwise noted herein. The Disclosure Schedule shall be arranged in sections corresponding to the numbered and lettered sections contained in this Section 2, and the disclosures in any section of the Disclosure Schedule shall qualify other sections in this Section 2 only to the extent it is readily apparent from a reading of the disclosure that such disclosure is applicable to such other sections.

2.1 Organization, Good Standing, Corporate Power and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a Material Adverse Effect.

2.2 Authorization. All corporate action required to be taken by the Company's Board and stockholders in order to authorize the Company to enter into the Transaction Agreements, and to issue the Notes at the applicable Closing, has been taken or will be taken prior to the applicable Closing. All action on the part of the officers of the Company necessary for the execution and delivery of the Transaction Agreements, the performance of all obligations of the Company under the Transaction Agreements to be performed as of the applicable Closing, and the issuance and delivery of the Notes has been taken or will be taken prior to the applicable Closing. The Transaction Agreements, when executed and delivered by the Company, shall constitute valid and legally binding obligations of the Company, enforceable against the Company in accordance with their respective terms except (i) as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

2.3 Governmental Consents and Filings. As of the Convertible Note Initial Closing, assuming the accuracy of the representations made by the Purchasers in Section 3 of this Agreement, no consent, approval, order or authorization of, or registration, qualification, designation, declaration or filing with, any federal, state or local governmental authority is required on the part of the Company in connection with the consummation of the transactions contemplated by this Agreement, except for filings pursuant to Regulation D of the Securities Act, and applicable state securities laws, which have been made or will be made in a timely manner.

2.4 Litigation. There is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened in writing that would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

2.5 Compliance with Other Instruments. The Company is not in violation or default (a) of any provisions of the Restated Certificate or Bylaws, (b) of any instrument, judgment, order, writ or decree, (c) under any note, indenture or mortgage, or (d) of any provision of federal or state statute, rule or regulation applicable to the Company, the violation of which would have a Material Adverse Effect. The execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated by the Transaction Agreements will not result in any such violation or be in conflict with or constitute, with or without the passage of time and giving of notice, either (i) a default under any such provision, instrument, judgment, order, writ, decree, contract or agreement; or (ii) an event which results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, forfeiture, or nonrenewal of any material permit or license applicable to the Company.

2.6 Full Disclosure. The Company has made available to the Purchasers all the information in respect of the Company, reasonably available to the Company that such Purchasers have requested for deciding whether to acquire the Notes and assume the Investment Obligation. Neither this Agreement (including the Schedules hereto) nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading, in view of the circumstances in which they were made.

3. Representations and Warranties of the Purchasers. Each Purchaser hereby represents and warrants to the Company, severally and not jointly, that:

3.1 Authorization. The Purchaser has full power and authority to enter into the Transaction Agreements to which it is a party. The Transaction Agreements to which the Purchaser is a party, when executed and delivered by the Purchaser, will constitute valid and legally binding obligations of the Purchaser, enforceable against such Purchaser in accordance with their terms, except as limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally, and as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies.

3.2 Purchase Entirely for Own Account. This Agreement is made with the Purchaser in reliance upon the Purchaser's representation to the Company, which by the Purchaser's execution of this Agreement, the Purchaser hereby confirms, that the Notes to be acquired by the Purchaser will be acquired for investment for the Purchaser's own account, not as a nominee or agent, and not with a view to the resale or distribution of any part thereof, and that the Purchaser has no present intention of selling, granting any participation in, or otherwise distributing the same. By executing this Agreement, the Purchaser further represents that the Purchaser does not presently have any contract, undertaking, agreement, or arrangement with any Person to sell, transfer or grant participations to such Person or to any third Person, with respect to any Notes. The Purchaser has not been formed for the specific purpose of acquiring the Note.

3.3 Disclosure of Information. The Purchaser has had an opportunity to discuss the Company's business, management, financial affairs, and the terms and conditions of the offering of the Notes with the Company's management. The foregoing, however, does not limit or modify the representations and warranties of the Company in Section 2 of this Agreement or the right of the Purchasers to rely thereon.

3.4 Restricted Securities. The Purchaser understands that the Notes have not been, and will not be, registered under the Securities Act by reason of a specific exemption from the registration provisions of the Securities Act which depends upon, among other things, the bona fide nature of the investment intent and the accuracy of the Purchaser's representations as expressed herein. The Purchaser understands that the Notes are "restricted securities" under applicable U.S. federal and state securities laws and that, pursuant to these laws, the Purchaser must hold the Notes indefinitely unless they are registered with the Securities and Exchange Commission and qualified by state authorities, or an exemption from such registration and qualification requirements is available. The Purchaser acknowledges that the Company has no obligation to register or qualify the Notes. The Purchaser further acknowledges that if an exemption from registration or qualification is available, it may be conditioned on various requirements including, but not limited to, the time and manner of sale, the holding period for the Notes, and on requirements relating to the Company which are outside of the Purchaser's control, and which the Company is under no obligation and may not be able to satisfy.

3.5 No Public Market. The Purchaser understands that no public market now exists for the Notes, and that the Company has made no assurances that a public market will ever exist for the Notes.

3.6 Legends. The Purchaser understands that the Notes may bear one or all of the following legends:

(a) "THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AND HAVE BEEN ACQUIRED FOR INVESTMENT AND NOT WITH A VIEW TO, OR IN CONNECTION WITH, THE SALE OR DISTRIBUTION THEREOF. NO SUCH TRANSFER MAY BE EFFECTED WITHOUT AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN OPINION OF COUNSEL IN A FORM SATISFACTORY TO THE COMPANY THAT SUCH REGISTRATION IS NOT REQUIRED UNDER THE SECURITIES ACT OF 1933."

(b) Any legend set forth in, or required by, the other Transaction Agreements.

(c) Any legend required by the securities laws of any state to the extent such laws are applicable to the securities represented by the certificate, instrument or book entry so legended.

3.7 Accredited Investor. The Purchaser is an accredited investor as defined in Rule 501(a) of Regulation D promulgated under the Securities Act.

3.8 Foreign Investors. If the Purchaser is not a United States person (as defined by Section 7701(a)(30) of the Code), the Purchaser hereby represents that it has satisfied itself as to the full observance of the laws of its jurisdiction in connection with any invitation to subscribe for the Notes or any use of this Agreement, including (a) the legal requirements within its jurisdiction for the purchase of the Notes, (b) any foreign exchange restrictions applicable to such purchase, (c) any governmental or other consents that may need to be obtained, and (d) the income tax and other tax consequences, if any, that may be relevant to the purchase, holding, redemption, sale, or transfer of the Notes. The Purchaser's subscription and payment for and continued beneficial ownership of the Notes will not violate any applicable securities or other laws of the Purchaser's jurisdiction.

3.9 No General Solicitation. Neither the Purchaser, nor any of its officers, directors, employees, agents, stockholders, or partners has either directly or indirectly, including, through a broker or finder (a) engaged in any general solicitation, or (b) published any advertisement in connection with the offer and sale of the Notes.

3.10 Exculpation Among Purchasers. The Purchaser acknowledges that it is not relying upon any Person, other than the Company and its officers and directors, in making its investment or decision to invest in the Company. The Purchaser agrees that neither any Purchaser nor the respective controlling Persons, officers, directors, partners, agents, or employees of any Purchaser shall be liable to any other Purchaser for any action heretofore taken or omitted to be taken by any of them in connection with the purchase of the Notes.

3.11 Residence. If the Purchaser is an individual, then the Purchaser resides in the state or province identified in the address of the Purchaser set forth on Exhibit A-1; if the Purchaser is a partnership, corporation, limited liability company or other entity, then the office or offices of the Purchaser in which its principal place of business is identified in the address or addresses of the Purchaser set forth on Exhibit A-1.

4. Conditions to the Purchasers' Obligations at the Closing. The obligations of each Purchaser to purchase Notes at the applicable Closing are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived:

4.1 Representations and Warranties. The representations and warranties of the Company contained in Section 2 shall be true and correct in all respects as of such Closing.

4.2 Performance. The Company shall have performed and complied with all covenants, agreements, obligations, and conditions contained in this Agreement that are required to be performed or complied with by the Company on or before such Closing.

4.3 Compliance Certificate. The President of the Company shall deliver to the Purchasers at the Convertible Note Initial Closing a certificate certifying that the conditions specified in Sections 4.1 and 4.2 have been fulfilled.

4.4 Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

4.5 Omnibus Amendment. Each Purchaser shall have executed and delivered the Omnibus Amendment at the applicable Closing.

5. Conditions of the Company's Obligations at Closing. The obligations of the Company to sell Notes to the Purchasers at the applicable Closing are subject to the fulfillment, on or before such Closing, of each of the following conditions, unless otherwise waived:

5.1 Representations and Warranties. The representations and warranties of each Purchaser contained in Section 3 shall be true and correct in all respects as of the applicable Closing.

5.2 Performance. The Purchasers shall have performed and complied with all covenants, agreements, obligations and conditions contained in this Agreement that are required to be performed or complied with by them on or before the applicable Closing.

5.3 Qualifications. All authorizations, approvals or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Notes pursuant to this Agreement shall be obtained and effective as of the applicable Closing.

5.4 Omnibus Amendment. The Company and each Purchaser at the Convertible Note Initial Closing shall have executed and delivered the Omnibus Amendment.

6. Miscellaneous.

6.1 Survival of Warranties. Unless otherwise set forth in this Agreement, the representations and warranties of the Company and the Purchasers contained in or made pursuant to this Agreement shall survive the execution and delivery of this Agreement and the applicable Closing and shall in no way be affected by any investigation or knowledge of the subject matter thereof made by or on behalf of the Purchasers or the Company.

6.2 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon the parties hereto and their respective successors, assigns, heirs, executors and administrators and shall inure to the benefit of and be enforceable by each Person who or which shall be a holder of the Notes from time to time, and may be transferred or assigned by such Purchaser only to (a) any Person to which Notes are transferred by such Purchaser, or (b) any Affiliate of such Purchaser, and, in each permitted case, such transferee shall be deemed a "Purchaser" for purposes of this Agreement; provided that each such assignment of rights shall be contingent upon the transferee providing a written instrument to the Company notifying the Company of such transfer and assignment and agreeing in writing to be bound by the terms of this Agreement; provided however that any Notes held by a Defaulting Preferred Stockholder may not be transferred or assigned without the prior written consent of the Company. The Company may assign its rights under this Agreement upon the closing of, and pursuant to, a Strategic Transaction. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

6.3 Governing Law. This Agreement shall be governed by the internal law of the State of Delaware, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Delaware.

6.4 Counterparts. This Agreement and the Notes may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

6.5 Interpretation. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All dollar amounts used in or resulting from any calculation in this Agreement will be rounded to the nearest whole cent; provided, however, that *de minimis* discrepancies attributable to rounding to a whole cent shall not be construed to the detriment of any Preferred Stockholder.

6.6 Notices.

(a) General. All notices and other communications given or made pursuant to this Agreement shall be in writing and shall be deemed effectively given upon the earlier of actual receipt, or (a) personal delivery to the Person to be notified, (b) when sent, if sent by electronic mail or facsimile during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next Business Day, (c) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, or (d) one (1) Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt. All communications shall be sent to the respective Person at their mailing address or email address as set forth on the signature page or Exhibit A-1, or if such mailing address or email address is not included on a signature page or Exhibit A-1 below, to the mailing address or email address on file with the Company, including the contact email of any Preferred Stockholder in the Company's account on eShares, Inc. (DBA Carta, Inc.), or to such e-mail address, facsimile number, or address as subsequently modified by written notice given in accordance with this Section 6.6. If notice is given to the Company, a copy (which copy shall not constitute notice) shall also be sent to Paul Hastings, LLP, 1117 California Ave, Palo Alto, CA 94304, Attn: Jeff Hartlin, email: jeffhartlin@paulhastings.com.

(b) Consent to Electronic Notice. Each Purchaser consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic transmission pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below such Purchaser's name on the signature page or Exhibit A-1, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic transmission is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each Purchaser agrees to promptly notify the Company of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

6.7 No Finder's Fees. Each Purchaser represents severally and not jointly that it neither is nor will be obligated for any finder's fee or commission in connection with the transactions contemplated by this Agreement. Each Purchaser agrees to indemnify and to hold harmless the Company from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated by this Agreement (and the costs and expenses of defending against such liability or asserted liability) for which each Purchaser or any of its officers, employees or representatives is responsible. The Company agrees to indemnify and hold harmless each Purchaser from any liability for any commission or compensation in the nature of a finder's or broker's fee arising out of the transactions contemplated by this Agreement (and the costs and expenses of defending against such liability or asserted liability) for which the Company or any of its officers, employees or representatives is responsible.

6.8 Amendments and Waivers. Any term of this Agreement or the Notes may be amended, terminated or waived only with the written consent of the Company and the Requisite Purchasers. Any amendment, termination or waiver effected in accordance with this Section 6.8 shall be binding upon the Purchasers and each transferee of the Notes, each future holder of all such securities, and the Company. Notwithstanding the foregoing, except with respect to Notes held by Defaulting Preferred Stockholders and their Affiliates as provided in Section 1.7 hereof, neither this Agreement nor any Note may be amended, modified, or terminated and the observance of any term hereunder or thereunder may not be waived with respect to any Purchaser, as the case may be, without the written consent of such Purchaser, as the case may be, unless such amendment, modification, termination, or waiver applies to all Purchasers in the same fashion.

6.9 Severability. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

6.10 Delays or Omissions. No delay or omission to exercise any right, power or remedy accruing to any party under this Agreement, upon any breach or default of any other party under this Agreement, shall impair any such right, power or remedy of such non-breaching or non-defaulting party nor shall it be construed to be a waiver of any such breach or default, or an acquiescence therein, or of or in any similar breach or default thereafter occurring; nor shall any waiver of any single breach or default be deemed a waiver of any other breach or default theretofore or thereafter occurring. Any waiver, permit, consent or approval of any kind or character on the part of any party of any breach or default under this Agreement, or any waiver on the part of any party of any provisions or conditions of this Agreement, must be in writing and shall be effective only to the extent specifically set forth in such writing. All remedies, either under this Agreement or by law or otherwise afforded to any party, shall be cumulative and not alternative.

6.11 Entire Agreement. This Agreement (including the Exhibits hereto) and the Notes constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof, and any other written or oral agreement relating to the subject matter hereof existing between the parties are expressly canceled.

6.12 Dispute Resolution. The parties (a) hereby irrevocably and unconditionally submit to the jurisdiction of the state courts of Delaware and to the jurisdiction of the United States District Court for the District of Delaware for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement, (b) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Delaware or the United States District Court for the District of Delaware, and (c) hereby waive, and agree not to assert, by way of motion, as a defense, or otherwise, in any such suit, action or proceeding, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such court.

WAIVER OF JURY TRIAL: EACH PARTY HEREBY WAIVES ITS RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT, THE OTHER TRANSACTION DOCUMENTS, THE SECURITIES OR 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 TRANSACTION, INCLUDING, WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS (INCLUDING NEGLIGENCE), BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. THIS SECTION HAS BEEN FULLY DISCUSSED BY EACH OF THE PARTIES HERETO AND THESE PROVISIONS WILL NOT BE SUBJECT TO ANY EXCEPTIONS. EACH PARTY HERETO HEREBY FURTHER WARRANTS AND REPRESENTS THAT SUCH PARTY HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL, AND THAT SUCH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL.

6.13 No Commitment for Additional Financing. The Company acknowledges and agrees that no Purchaser has made any representation, undertaking, commitment or agreement to provide or assist the Company in obtaining any financing, investment or other assistance, other than the purchase of the Notes and the Investment Obligation, as set forth herein and subject to the conditions set forth herein. In addition, the Company acknowledges and agrees that (a) no statements, whether written or oral, made by any Purchaser or its representatives on or after the date of this Agreement shall create an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment, (b) the Company shall not rely on any such statement by any Purchaser or its representatives, and (c) an obligation, commitment or agreement to provide or assist the Company in obtaining any financing or investment may only be created by a written agreement, signed by such Purchaser and the Company, setting forth the terms and conditions of such financing or investment and stating that the parties intend for such writing to be a binding obligation or agreement. Except as set forth herein, Purchaser shall have the right, in its sole and absolute discretion, to refuse or decline to participate in any other financing of or investment in the Company, and shall have no obligation to assist or cooperate with the Company in obtaining any financing, investment or other assistance.

6.14 Waiver of Conflicts. Each party to this Agreement acknowledges that Paul Hastings, LLP, counsel for the Company, may have in the past performed, and may continue to or in the future perform, legal services for certain of the Purchasers in matters that are similar, but not substantially related, to the transactions described in this Agreement, including the representation of such Purchasers in venture capital financings and other matters. Accordingly, each party to this Agreement hereby acknowledges that (a) they have had an opportunity to ask for information relevant to this disclosure, and (b) Paul Hastings, LLP, represents only the Company with respect to the Agreement and the transactions contemplated hereby. The Company gives its informed consent to Paul Hastings, LLP's representation of the Purchasers in matters not substantially related to this Agreement, and the Purchasers give their informed consent to Paul Hastings, LLP's representation of the Company in connection with this Agreement and the transactions contemplated hereby.

[*Signature Page Follows*]

In Witness Whereof, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SCIPHER MEDICINE CORPORATION

By: */s/ Reginald Seeto*
Name: Reginald Seeto
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

KHOSLA VENTURES SEED D, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

KHOSLA VENTURES VI, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

NORTHPOND CAPITAL, LP

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, each of the parties has executed this Agreement as of the date first written above.

INVESTORS:

BLUE OWL HEALTHCARE OPPORTUNITIES IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory

BLUE OWL HEALTHCARE OPPORTUNITIES EF IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

NEUBERGER BERMAN PRINCIPAL STRATEGIES PRIMA FUND LP

By: Neuberger Berman Investment Advisers LLC, its investment manager

By: */s/ Gabe Cahill*
Name: Gabe Cahill
Title: Managing Director
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTOR:

HV FUND, SCS RAIF - HV FUND VENTURE DIRECT 2

By: */s/ Stefan Gabriel*
Name: Stefan Gabriel
Title: CEO Hitachi Ventures

By: */s/ Wolfgang Seibold*
Name: Wolfgang Seibold
Title: CFO Hitachi Ventures
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

STEFAN KRIEGLSTEIN

By: */s/ Stefan Krieglstein*
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

COBALT VENTURES, L.L.C.

By: */s/ Philip Bowling*
Name: Philip Bowling
Title: President
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

PURCHASER:

GRANPOOL HUNGARY KFT.

By: */s/ Miklos Kóbor*
Name: Miklos Kóbor
Title: Managing Director
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

BT VENTURES S.R.O.

By: */s/ Miroslav Tvrzník*
Bpd partners a.s. represented by Miroslav Tvrzník
Managing Director

By: */s/ Pavel Brůžek Jr.*
Pavel Brůžek Jr.
Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

HOLSTER PRIVATSTIFTUNG

By: */s/ Josef Schuch*
Name: Josef Schuch
Title: Director

By: */s/ Daniel Kartje*
Name: Daniel Kartje
Title: Director

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

CHRISTOPH KLETZER

By: */s/ Christoph Kletzer*
Name: Christoph Kletzer
Title:
Address:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

INVESTORS:

TACHYON VALLEY BIOLABS LLC

By: Tachyon Ventures LLC, its managing partner

By: */s/ Cristina Escoda*
Cristina Escoda, Managing Director

Exhibit 99.3

SCIPHER MEDICINE CORPORATION

AMENDMENT NO. 1 TO

CONVERTIBLE NOTE PURCHASE AND INVESTMENT OBLIGATION AGREEMENT

This Amendment No. 1 to Convertible Note Purchase and Investment Obligation Agreement is made as of June 23, 2026 (this "**Amendment**"), by and among Scipher Medicine Corporation, a Delaware corporation (the "**Company**"), and certain of the persons and entities (the "**Purchasers**") listed on Exhibit A-1 to that certain Convertible Note Purchase and Investment Obligation Agreement dated as of March 5, 2026 (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings as defined in the Purchase Agreement.

RECITALS

WHEREAS, the Purchase Agreement specifies that the Strategic Transaction Closing Deadline shall be a date that is on or prior to June 30, 2026, as determined by the Board.

WHEREAS, the Company and the Purchasers now desire to amend the Purchase Agreement to allow the Strategic Transaction Closing Deadline to be a date that is on or prior to July 31, 2026, as determined by the Board.

WHEREAS, Section 6.8 of the Purchase Agreement provides that any term of the Purchase Agreement may be amended, terminated or waived with the written consent of the Company and the holders of Notes or Prior Notes issued by the Company representing at least sixty percent (60%) of the aggregate principal amount of the Notes and Prior Notes then outstanding (the "**Requisite Purchasers**").

WHEREAS, the undersigned parties constitute the Requisite Purchasers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Company and the undersigned Purchasers agree as follows:

1. Amendment to Section 1.4 of Purchase Agreement. Section 1.4 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"1.4 Investment Obligation for Strategic Transaction. By executing this Agreement, each Purchaser agrees that, if at any time on or prior to July 20, 2026, and subject to the terms and conditions set forth in this Section 1.4, the Board approves a Strategic Transaction, then each Purchaser shall wire to the Company an amount equal to or greater than such Purchaser's Strategic Transaction Pro Rata Amount on or before the Strategic Transaction Closing Deadline (such obligation of each Purchaser, the "**Investment Obligation**"), which funds shall be maintained by the Company in accordance with Section 1.7(b) below. Any such funds wired by a Purchaser to the Company shall be referred to as "**Investment Obligation Funds**." The "**Strategic Transaction Closing Deadline**" shall be a date on or prior to July 31, 2026, as determined by the Board, which date shall be no earlier than five (5) Business Days following the Company's delivery to the Purchasers of a notice (the "**Strategic Transaction Closing Notice**") confirming the Board's approval of a Strategic Transaction and the date of the Strategic Transaction Closing Deadline. Upon prior written notice to the Company, any Purchaser may fulfill its Investment Obligation by wiring such Purchaser's Strategic Transaction Pro Rata Amount to the Company at any time on or prior to the Strategic Transaction Closing Deadline. Each Purchaser agrees that, in the event that the Board approves a Strategic Transaction, such Purchaser will execute and deliver to the Company all of the transaction documents approved by the Board related to the PIPE (as defined below); provided that such documents (i) are the same documents to be entered into by the other investors participating in the PIPE, and (ii) have customary exceptions applicable to the Purchaser, including limited representations, warranties, liability and indemnification obligations for the Purchaser."

2. Amendment to Section 1.7(b) of Purchase Agreement. Section 1.7(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(b) The Company agrees that all Investment Obligation Funds will be held by the Company in escrow for the benefit of the Purchaser that wired such Investment Obligation Funds to the Company and that such funds shall be used solely for the purchase of shares of common stock (or their equivalent) of Chemomab Therapeutics Ltd. ("**Chemomab**") in a private placement in public equity transaction (the "**PIPE**"), effective as of the closing of such Strategic Transaction. In the event (a) the Company and Chemomab enter into a definitive merger or similar agreement for the Strategic Transaction and such definitive agreement is subsequently terminated, or (b) the PIPE is not consummated by July 31, 2026, the Company shall promptly return to each Purchaser the amount of the Investment Obligation Funds such Purchaser wired to the Company. Except as expressly provided in this Section 1.7(b), no Purchaser shall have any right to the return of such Purchaser's Investment Obligation Funds wired to the Company."

3. Full Force and Effect. To the extent not expressly amended hereby, the Purchase Agreement shall remain in full force and effect.

4. Entire Agreement. This Amendment, together with the Purchase Agreement and all exhibits thereto and references therein, constitute the entire agreement among the parties and shall supersede any and all previous contracts, arrangements or understandings between the parties with respect to the subject matter herein.

5. Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

6. Modification. This Amendment may only be altered, amended or modified in accordance with the relevant provisions of the Purchase Agreement.

7. Counterparts. This Amendment may be executed and delivered by facsimile or electronic signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(*Signature page follows*)

IN WITNESS WHEREOF, each of the parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SCIPHER MEDICINE CORPORATION

By: */s/ Reginald Seeto*
Name: Reginald Seeto
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

KHOSLA VENTURES SEED D, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

KHOSLA VENTURES VI, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

NORTHPOND VENTURES, LP

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

NORTHPOND CAPITAL, LP

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

NORTHPOND VENTURES III, LP

By: Northpond Ventures III GP, LLC

Its: General Partner

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, each of the parties has executed this Amendment as of the date first written above.

INVESTORS:

BLUE OWL HEALTHCARE OPPORTUNITIES IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory

BLUE OWL HEALTHCARE OPPORTUNITIES EF IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: *Tim Anderson*
Title: Authorized Signatory
Address: [***]

Exhibit 99.4

SCIPHER MEDICINE CORPORATION

AMENDMENT NO. 2 TO

CONVERTIBLE NOTE PURCHASE AND INVESTMENT OBLIGATION AGREEMENT

This Amendment No. 2 to Convertible Note Purchase and Investment Obligation Agreement is made as of July 17, 2026 (this "**Amendment**"), by and among Scipher Medicine Corporation, a Delaware corporation (the "**Company**"), and certain of the persons and entities (the "**Purchasers**") listed on Exhibit A-1 to that certain Convertible Note Purchase and Investment Obligation Agreement dated as of March 5, 2026, as amended (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings as defined in the Purchase Agreement.

RECITALS

WHEREAS, the Purchase Agreement specifies that the Strategic Transaction Closing Deadline shall be a date that is on or prior to July 31, 2026, as determined by the Board.

WHEREAS, the Company and the Purchasers now desire to amend the Purchase Agreement to allow the Strategic Transaction Closing Deadline to be a date that is on or prior to March 31, 2027, as determined by the Board.

WHEREAS, the Company and the Purchasers also desire to amend the Purchase Agreement (i) to provide for a new issuance of convertible notes in July 2026, (ii) to increase the Strategic Investment Pro Rata Amounts for each investor proportionally, and (iii) to make certain other changes, as described herein.

WHEREAS, Section 6.8 of the Purchase Agreement provides that any term of the Purchase Agreement may be amended, terminated or waived with the written consent of the Company and the holders of Notes or Prior Notes issued by the Company representing at least sixty percent (60%) of the aggregate principal amount of the Notes and Prior Notes then outstanding (the "**Requisite Purchasers**").

WHEREAS, the undersigned parties constitute the Requisite Purchasers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Company and the undersigned Purchasers agree as follows:

1. Amendment to Section 1.4 of Purchase Agreement. Section 1.4 of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"1.4 Investment Obligation for Strategic Transaction. By executing this Agreement, each Purchaser agrees that, if at any time on or prior to July 20, 2026, and subject to the terms and conditions set forth in this Section 1.4, the Board approves a Strategic Transaction, then each Purchaser shall wire to the Company an amount equal to or greater than such Purchaser's Strategic Transaction Pro Rata Amount on or before the Strategic Transaction Closing Deadline (such obligation of each Purchaser, the "**Investment Obligation**"), which funds shall be maintained by the Company in accordance with Section 1.7(b) below. Any such funds wired by a Purchaser to the Company shall be referred to as "**Investment Obligation Funds**." The "**Strategic Transaction Closing Deadline**" shall be a date on or prior to March 31, 2027, as determined by the Board, which date shall be no earlier than five (5) Business Days following the Company's delivery to the Purchasers of a notice (the "**Strategic Transaction Closing Notice**") confirming the Board's approval of a Strategic Transaction and the date of the Strategic Transaction Closing Deadline.

Upon prior written notice to the Company, any Purchaser may fulfill its Investment Obligation by wiring such Purchaser's Strategic Transaction Pro Rata Amount to the Company at any time on or prior to the Strategic Transaction Closing Deadline. Each Purchaser agrees that, in the event that the Board approves a Strategic Transaction, such Purchaser will execute and deliver to the Company all of the transaction documents approved by the Board related to the PIPE (as defined below); provided that such documents (i) are the same documents to be entered into by the other investors participating in the PIPE, and (ii) have customary exceptions applicable to the Purchaser, including limited representations, warranties, liability and indemnification obligations for the Purchaser."

2. Amendment to Section 1.7(b) of Purchase Agreement. Section 1.7(b) of the Purchase Agreement is hereby amended and restated in its entirety to read as follows:

"(b) The Company agrees that all Investment Obligation Funds will be held by the Company in escrow for the benefit of the Purchaser that wired such Investment Obligation Funds to the Company and that such funds shall be used solely for the purchase of shares of common stock (or their equivalent) of Snowdrift Parent Corporation ("**Snowdrift**") in a private placement in public equity transaction (the "**PIPE**"), effective as of the closing of such Strategic Transaction. In the event that (a) the Company, Snowdrift, Chemomab Therapeutics Ltd. and other parties have entered into a definitive merger or similar agreement for the Strategic Transaction and such definitive agreement is subsequently terminated, or (b) the PIPE is not consummated by March 31, 2027, 2026, then the Company shall promptly return to each Purchaser the amount of the Investment Obligation Funds such Purchaser wired to the Company. Except as expressly provided in this Section 1.7(b), no Purchaser shall have any right to the return of such Purchaser's Investment Obligation Funds wired to the Company."

3. New Section 1.10 of Purchase Agreement. A new Section 1.10 is hereby added to the Purchase Agreement to read as follows:

"1.10 July Convertible Note Closing; Updated Aggregate Pro Rata Amounts for Purchasers.

(a) Sale and Issuance of July 2026 Notes. Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, at the July Convertible Note Initial Closing (as defined below), the Company's Senior Unsecured Convertible Promissory Notes substantially in the form attached hereto as Exhibit B, as amended (each, without distinction, a "**July Note**" and, collectively, the "**July Notes**") in the original principal amounts for each Purchaser appearing beside such Purchaser's name on Exhibit A-1 attached hereto under the heading "July Convertible Note Closing(s)." The obligations of the Purchasers hereunder to purchase the Notes are several and not joint.

(b) The initial purchase and sale of the July Notes shall take place remotely via the exchange of documents and signatures on or around July 21, 2026, or at such other time and place as the Company and the Purchasers mutually agree, orally or in writing (which time and place are designated as the "**July Convertible Note Initial Closing**"). In the event there is more than one closing related to the July Notes, including, without limited, any July Convertible Note Additional Closing (as defined below), the term "Closing" shall apply to each such closing unless otherwise specified.

(c) At each Closing related to the July Notes, the Company shall issue and deliver to each Purchaser a July Note in the aggregate principal amount set forth opposite such Purchaser's name on Exhibit A-1 attached hereto against payment by the Purchaser of the principal amount of such July Note by wire transfer to a bank account designated by the Company.

(d) Sale of Additional July Notes. Promptly following the July Convertible Note Initial Closing, the Company shall conduct an offering to the Purchasers listed on Exhibit A-3 who did not participate in the July Convertible Note Initial Closing and shall offer each such Purchaser the right to participate in such offering by allowing such Purchaser to purchase a July Note or July Notes (each such closing, a "**July Convertible Note Additional Closing**"); provided that such July Convertible Note Additional Closing is consummated on or prior to thirty (30) days after the July Convertible Note Initial Closing (the "**July Additional Closing Deadline**"). The Company shall update Exhibit A-1 to this Agreement to reflect the principal amounts of the Notes issued at each such Closing and the Purchasers purchasing such Notes.

(e) Automatic Amendment of Notes for Defaulting Purchasers.

a. If any Purchaser (i) fails to purchase a July Note or July Notes in an aggregate amount at least equal to 100% of such Purchaser's July Convertible Note Pro Rata Amount on or prior to the July Additional Closing Deadline, or (ii) fails to wire funds to the Company in an aggregate amount at least equal to 100% of such Purchaser's Strategic Transaction Pro Rata Amount on or prior to the Strategic Transaction Closing Deadline (in either case, such Purchaser a "**Defaulting Purchaser**" and any such amount not purchased or wired by such Defaulting Purchaser, the "**Defaulting Purchaser Amount**"), then the Company shall send written notice (the "**Defaulting Purchaser Notice**") to such Defaulting Purchaser of such Defaulting Purchaser's noncompliance with the provisions of this Section 1.10 and provide such Defaulting Purchaser no more than two (2) Business Days from the date of the Defaulting Purchaser Notice to remedy such noncompliance and purchase such Defaulting Purchaser Amount (the "**Remedy Deadline**").

b. If a Defaulting Purchaser fails to provide the Defaulting Purchaser Amount to the Company by the Remedy Deadline, then each outstanding Note under this Agreement held by such Defaulting Purchaser (any such Note, a "**Defaulting Purchaser Note**") shall be deemed as automatically amended to make such Defaulting Purchaser Note junior in all respects (including right of payment) to the Notes held hereunder by Purchasers that are not Defaulting Purchasers. For the purpose of clarification, any such automatic amendment to a Defaulting Purchaser Note is expected to result in such Defaulting Purchaser Note being cancelled for no consideration in the event the Strategic Transaction is consummated.

c. For purposes of this Purchase Agreement, the pro rata amounts of any single Purchaser hereunder (with regards to the July Notes and/or such Purchaser's Investment Obligation) can be allocated to, and satisfied in whole or in part by any affiliate of such Purchaser, or by one or more other Purchasers, by mutual agreement. If, by mutual agreement, a Purchaser (the "**Covering Purchaser**") satisfies all or a portion the pro rata amount of another Purchaser (the "**Covered Purchaser**") with regards to the July Notes (any such portion, the "**Covered Amount**"), then (i) the Investment Obligation of such Covering Purchaser shall be reduced by 130% of the Covered Amount and (ii) the Investment Obligation of such Covered Purchaser shall be increased by 130% of the Covered Amount, and Exhibit A-3 shall be updated accordingly, provided in each case that the aggregate pro rata amounts for the Covering Purchaser and Covered Purchaser for the July Notes and the Investment Obligation remain unchanged. In the event that a Purchaser becomes a Defaulting Purchaser, the Purchasers who are not Defaulting Purchasers may invest additional amounts that are equivalent to the aggregate pro rata amount not invested by such Defaulting Purchaser.

4. Omnibus Amendment to Defined Term. The defined term "Convertible Note Pro Rata Amount" is hereby amended to read "**March Convertible Note Pro Rata Amount**" and all references in the Agreement to "Convertible Note Pro Rata Amount" are hereby amended to read "**March Convertible Note Pro Rata Amount**."

5. Amendment to Certain Definitions. The following definitions in Section 1.9 of the Purchase Agreement are hereby amended and restated in their entirety to read as follows:

i. "**Aggregate Pro Rata Amount**" of each Purchaser is set forth across from such Purchaser's name on Exhibit A-3 attached hereto under the column heading "Aggregate Pro Rata Amount" and explicitly replaces and supersedes any and all amounts listed on Exhibit A-2.

ii. A Purchaser's "**Excess Investment Amount**" means the amount calculated as follows:

1. If the Total Pre-Closing Funded Amount is equal to or less than $10,000,000, the Excess Investment Amount for a Purchaser shall be the full amount, if any, by which the aggregate principal amount of all Notes purchased by such Purchaser in all Closings (excluding Prior Note Consideration) exceeds such Purchaser's Combined Convertible Note Pro Rata Amount;

2. If the Total Pre-Closing Funded Amount is more than $10,000,000 and the aggregate principal amount of all Notes purchased by all Purchasers in all Closings (excluding Prior Note Consideration) equals or exceeds each Purchaser's Combined Convertible Note Pro Rata Amount, each Purchaser's Excess Investment Amount shall be zero; and

3. If the Total Pre-Closing Funded Amount is more than $10,000,000 and any Purchaser purchases Notes in combined aggregate principal amount (excluding Prior Note Consideration) that is less than such Purchaser's Combined Convertible Note Pro Rata Amount (each, a "**Non-Excess Investor**"):

   a. the Excess Investment Amount for each Non-Excess Investor shall be zero, and

   b. the Excess Investment Amount for each Purchaser that purchases Notes with a combined aggregate principal amount in all Closings combined that is more than such Purchaser's Combined Convertible Note Pro Rata Amount (an "**Oversubscribing Purchaser**") shall equal the product obtained by multiplying (A) (I) $10,000,000 less (II) the aggregate principal amount of all Notes purchased by all Non-Excess Investors in all Closings, less (III) the sum of all Oversubscribing Purchasers' aggregate Combined Convertible Note Pro Rata Amounts, by (B) the quotient obtained by dividing (i) the aggregate principal amount of all Notes purchased by such Oversubscribing Purchaser in all Closings that exceeds such Oversubscribing Purchaser's Combined Convertible Note Pro Rata Amount, by (ii) the aggregate principal amount of all Notes purchased by all Oversubscribing Purchasers in all Closings that exceeds the sum of all such Oversubscribing Purchasers' Combined Convertible Note Pro Rata Amounts.

iii. "**Pre-Closing Funded Amount**" with respect to a Purchaser means the amount equal to the lesser of (I) the aggregate principal amount of Notes purchased by such Purchaser in all Closings (excluding any Prior Note Consideration applicable to such Purchaser) plus accrued interest on such amount, and (II) the sum of (a) such Purchaser's Combined Convertible Note Pro Rata Amount plus (b) such Purchaser's Excess Investment Amount, if any.

iv. "**Strategic Transaction Pro Rata Amount**" of each Purchaser means the amount (A) set forth across from such Purchaser's name on Exhibit A-3 attached hereto under the column heading "Aggregate Pro Rata Amount" less (B) such Purchaser's Pre-Closing Funded Amount.

6. New Definitions. The following definition are hereby added to Section 1.9 of the Purchase Agreement to read as follows:

i. "**Combined Convertible Note Pro Rata Amount**" means a Purchaser's March Convertible Note Pro Rata Amount, plus such Purchaser's July Convertible Note Pro Rata Amount, in each case as reflected on Exhibit A-3.

ii. "**July Convertible Note Pro Rata Amount**" of each Purchaser means the amount set forth across from such Purchaser's name on Exhibit A-3 attached hereto under the column heading "July Convertible Note Pro Rata Amount."

7. New Exhibit A-3 of Purchase Agreement. A new Exhibit A-3 is hereby added to the Purchase Agreement in the form attached hereto as Annex 1.

8. Full Force and Effect. To the extent not expressly amended hereby, the Purchase Agreement shall remain in full force and effect.

9. Entire Agreement. This Amendment, together with the Purchase Agreement and all exhibits thereto and references therein, constitute the entire agreement among the parties and shall supersede any and all previous contracts, arrangements or understandings between the parties with respect to the subject matter herein.

10. Governing Law. This Agreement shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

11. Modification. This Amendment may only be altered, amended or modified in accordance with the relevant provisions of the Purchase Agreement.

12. Counterparts. This Amendment may be executed and delivered by facsimile or electronic signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(*Signature page follows*)

In Witness Whereof, each of the parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SCIPHER MEDICINE CORPORATION

By: */s/ Reginald Seeto*
Name: Reginald Seeto
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

KHOSLA VENTURES SEED D, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

KHOSLA VENTURES VI, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

NORTHPOND SM HOLDINGS, LLC
By: Northpond Ventures, LLC
Its: Manager

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

NORTHPOND CAPITAL, LP

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, each of the parties has executed this Amendment as of the date first written above.

INVESTORS:

BLUE OWL HEALTHCARE OPPORTUNITIES IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC,
its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory

BLUE OWL HEALTHCARE OPPORTUNITIES EF IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC,
its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory
Address: [***]

Exhibit 99.5

SCIPHER MEDICINE CORPORATION

AMENDMENT NO. 3 TO

CONVERTIBLE NOTE PURCHASE AND INVESTMENT OBLIGATION AGREEMENT

This Amendment No. 3 to Convertible Note Purchase and Investment Obligation Agreement is made as of October 29, 2026 (this "**Amendment**"), by and among Scipher Medicine Corporation, a Delaware corporation (the "**Company**"), and certain of the persons and entities (the "**Purchasers**") listed on Exhibit A-1 to that certain Convertible Note Purchase and Investment Obligation Agreement dated as of March 5, 2026, as amended (the "**Purchase Agreement**"). All capitalized terms used but not defined herein shall have the meanings as defined in the Purchase Agreement.

RECITALS

WHEREAS, the Company and the Purchasers desire to amend the Purchase Agreement (i) to provide for a new issuance of convertible notes in October 2026, (ii) to provide for the treatment of ATM Shares and the related pay-to-play mechanics, and (iii) to make certain other changes, as described herein.

WHEREAS, Section 6.8 of the Purchase Agreement provides that any term of the Purchase Agreement may be amended, terminated or waived with the written consent of the Company and the holders of Notes or Prior Notes issued by the Company representing at least sixty percent (60%) of the aggregate principal amount of the Notes and Prior Notes then outstanding (the "**Requisite Purchasers**").

WHEREAS, the undersigned parties constitute the Requisite Purchasers.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Company and the undersigned Purchasers agree as follows:

1. New Section 1.11 of Purchase Agreement. A new Section 1.11 is hereby added to the Purchase Agreement to read as follows:

"1.11 October Convertible Note Closing.

(a) Sale and Issuance of October 2026 Notes. Subject to the terms and conditions of this Agreement, each Purchaser agrees to purchase, and the Company agrees to sell and issue to each Purchaser, at the October Convertible Note Initial Closing or at an October Convertible Note Additional Closing (each as defined below), the Company's Senior Unsecured Convertible Promissory Notes substantially in the form attached hereto as Exhibit F (each, without distinction, an "**October Note**" and, collectively, the "**October Notes**") in the original principal amounts for each Purchaser appearing beside such Purchaser's name on Exhibit A-4 attached hereto under the heading "October Convertible Note Pro Rata Amount." The obligations of the Purchasers hereunder to purchase the October Notes are several and not joint.

(b) The initial purchase and sale of the October Notes shall take place remotely via the exchange of documents and signatures on or around October [29], 2026, or at such other time and place as the Company and the Purchasers mutually agree, orally or in writing (which time and place are designated as the "**October Convertible Note Initial Closing**"). In the event there is more than one closing related to the October Notes, including, without limitation, any October Convertible Note Additional Closing (as defined below), the term "Closing" shall apply to each such closing unless otherwise specified.

(c) At each Closing related to the October Notes, the Company shall issue and deliver to each Purchaser an October Note in the aggregate principal amount set forth opposite such Purchaser's name on Exhibit A-1 attached hereto against payment by the Purchaser of the principal amount of such October Note by wire transfer to a bank account designated by the Company.

(d) Sale of Additional October Notes. Promptly following the October Convertible Note Initial Closing, the Company shall conduct an offering to the Purchasers listed on Exhibit A-4 who did not purchase October Notes in an aggregate principal amount equal to their full October Convertible Note Pro Rata Amount at the October Convertible Note Initial Closing and shall offer each such Purchaser the right to participate in such offering by allowing such Purchaser to purchase an October Note or October Notes (each such closing, an "**October Convertible Note Additional Closing**"); provided that such October Convertible Note Additional Closing is consummated on or prior to thirty (30) days after the October Convertible Note Initial Closing (the "**October Additional Closing Deadline**"). The Company shall update Exhibit A-1 to this Agreement to reflect the principal amounts of the October Notes issued at each such Closing and the Purchasers purchasing such October Notes.

(e) Automatic Amendment of Notes for Defaulting Purchasers.

a. If any Purchaser fails, on or prior to the October Additional Closing Deadline, to purchase an October Note or October Notes in an aggregate amount at least equal to 100% of such Purchaser's October Convertible Note Pro Rata Amount or otherwise satisfy that amount in accordance with subsection (e)(iv), in either case on or prior to the October Additional Closing Deadline (such Purchaser an "**Defaulting October Purchaser**" and any such amount not purchased or wired or otherwise satisfied by such Defaulting October Purchaser, the "**Defaulting October Purchaser Amount**"), then the Company shall send written notice (the "**Defaulting October Purchaser Notice**") to such Defaulting October Purchaser of such Defaulting October Purchaser's noncompliance with the provisions of this Section 1.11 and provide such Defaulting October Purchaser no more than two (2) Business Days from the date of the Defaulting October Purchaser Notice (the "**October Remedy Deadline**") to remedy such noncompliance and purchase or otherwise satisfy such Defaulting October Purchaser Amount.

b. If a Defaulting October Purchaser fails to provide the Defaulting October Purchaser Amount to the Company by the October Remedy Deadline, then each outstanding Note under this Agreement held by such Defaulting October Purchaser (any such Note, a "**Defaulting October Purchaser Note**") shall be deemed as automatically amended to make such Defaulting October Purchaser Note junior in all respects (including right of payment) to the Notes held hereunder by Purchasers that are not Defaulting October Purchasers. For the purpose of clarification, any such automatic amendment to a Defaulting October Purchaser Note is expected to result in such Defaulting October Purchaser Note being cancelled for no consideration in the event the Strategic Transaction is consummated.

c. For purposes of this Purchase Agreement, the pro rata amounts of any single Purchaser hereunder with regards to the October Notes can be allocated to, and satisfied in whole or in part by any affiliate of such Purchaser, or by an outside party acceptable to the Company, or by one or more other Purchasers, by mutual agreement. In the event that a Purchaser becomes a Defaulting October Purchaser, the Purchasers who are not Defaulting October Purchasers may invest additional amounts that are equivalent to the aggregate pro rata amount not invested by such Defaulting October Purchaser. In addition, for purposes of this Purchase Agreement, notwithstanding anything in this Purchase Agreement to the contrary, the pro rata amount of any single Purchaser hereunder with regards to the October Notes can be satisfied by such Purchaser (or any affiliate of such Purchaser, or by one or more other Purchasers, as described above) investing its pro rata amount directly in Chemomab pursuant to Chemomab's current at-the-market equity program (the "**ATM Program**") pursuant to Chemomab's Sales Agreement with LifeSci Capital, LLC, provided that evidence of such investment in the ATM Program is provided to the Company and confirmed to the Company by Chemomab or LifeSci Capital, LLC on or prior to the October Additional Closing Deadline (whereby such Purchaser shall not receive an October Note with respect to such direct investment in the ATM Program).

d. The Company hereby agrees to invest $989,615.00 (the "**Company Investment Amount**") in the ATM Program on or before November 3, 2026. While the October Notes are outstanding and before the Merger Agreement terminates, the Company will hold the common shares of Chemomab purchased with the Company Investment Amount (such shares, the "**ATM Shares**") for the benefit of Purchasers who purchase October Notes.

2. New Definitions. The following definition is hereby added to Section 1.9 of the Purchase Agreement to read as follows:

i. "**October Convertible Note Pro Rata Amount**" of each Purchaser means the amount set forth across from such Purchaser's name on Exhibit A-4 attached hereto under the column heading "October Convertible Note Pro Rata Amount."

3. New Exhibit A-4 of Purchase Agreement. A new Exhibit A-4 is hereby added to the Purchase Agreement in the form attached hereto as Annex I.

4. New Exhibit F of Purchase Agreement. A new Exhibit F is hereby added to the Purchase Agreement in the form attached hereto as Annex II.

5. Full Force and Effect. To the extent not expressly amended hereby, the Purchase Agreement shall remain in full force and effect.

6. Entire Agreement. This Amendment, together with the Purchase Agreement and all exhibits thereto and references therein, constitute the entire agreement among the parties and shall supersede any and all previous contracts, arrangements or understandings between the parties with respect to the subject matter herein.

7. Governing Law. This Amendment shall be governed in all respects by the internal laws of the State of Delaware as applied to agreements entered into among Delaware residents to be performed entirely within Delaware, without regard to principles of conflicts of law.

8. Modification. This Amendment may only be altered, amended or modified in accordance with the relevant provisions of the Purchase Agreement.

9. Counterparts. This Amendment may be executed and delivered by facsimile or electronic signature in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(*Signature page follows*)

In Witness Whereof, each of the parties has executed this Amendment, in the case of the Company by its duly authorized officer, as of the day and year first above written.

COMPANY:

SCIPHER MEDICINE CORPORATION

By: */s/ Reginald Seeto*
Name: Reginald Seeto
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

KHOSLA VENTURES SEED D, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

KHOSLA VENTURES VI, LP

By: */s/ John Demeter*
Name: John Demeter
Title: General Counsel
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

NORTHPOND SM HOLDINGS, LLC

By: **Northpond Ventures, LLC**
Its: **Manager**

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

NORTHPOND CAPITAL, LP

By: */s/ Patrick Smerkers*
Name: Patrick Smerkers
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

STEFAN KRIEGLSTEIN

By: */s/ Stefan Krieglstein*
Address: [***]

SIGNATURE PAGE TO SCIPHER MEDICINE CORPORATION
AMENDMENT NO. 3

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTORS:

BLUE OWL HEALTHCARE OPPORTUNITIES IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory

BLUE OWL HEALTHCARE OPPORTUNITIES EF IV LP

By: Blue Owl Healthcare Opportunities GP IV LLC, its general partner

By: */s/ Tim Anderson*
Name: Tim Anderson
Title: Authorized Signatory
Address: [***]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

INVESTOR:

NEUBERGER BERMAN PRINCIPAL STRATEGIES PRIMA FUND LP

By: Neuberger Berman Investment Advisers LLC, its investment manager

By: */s/ Gabe Cahill*
Name: Gabe Cahill
Title: Managing Director
Address: [***]

Exhibit 99.6

THIS SENIOR UNSECURED CONVERTIBLE PROMISSORY NOTE AND THE SECURITIES ISSUABLE UPON CONVERSION HEREOF HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), APPLICABLE STATE SECURITIES LAWS OR APPLICABLE LAWS OF ANY FOREIGN JURISDICTION. THIS NOTE AND SUCH UNDERLYING SECURITIES MAY NOT BE SOLD, OFFERED FOR SALE, RENOUNCED OR OTHERWISE TRANSFERRED, PLEDGED OR HYPOTHECATED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT AS TO THIS NOTE UNDER THE ACT, APPLICABLE STATE SECURITIES LAWS, AND IN THE ABSENCE OF COMPLIANCE WITH APPLICABLE LAWS OF ANY FOREIGN JURISDICTION, THE AVAILABILITY OF AN EXEMPTION FROM THE REGISTRATION PROVISIONS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS, OR AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY **(**AS HEREINAFTER DEFINED) THAT SUCH REGISTRATION IS NOT REQUIRED.

SCIPHER MEDICINE CORPORATION

SENIOR UNSECURED CONVERTIBLE PROMISSORY NOTE

CN2026-[●]

$[●] [●], 2026

FOR VALUE RECEIVED, Scipher Medicine Corporation, a Delaware corporation (the "**Company**"), hereby promises to pay to the order of [●] (the "**Purchaser**"), the principal sum of $[●], together with interest thereon, upon the written demand of the Requisite Purchasers at any time after August 5, 2027 (the "**Maturity Date**") (unless this Note is sooner converted, prepaid or accelerated hereunder in accordance with the terms and conditions hereof). Interest on the outstanding principal amount shall accrue at the rate of ten percent (10%) per annum from the date hereof until the Maturity Date and at the rate of thirteen percent (13%) per annum from the Maturity Date, in each case, computed on a monthly basis. This Note is issued pursuant to the terms of that certain Convertible Note Purchase and Investment Obligation Agreement, dated as of March 5, 2026, as amended (the "**Note Purchase Agreement**"), by and between the Company and, among others, the Purchaser, and is one in a series of like Convertible Promissory Notes issued pursuant to the Note Purchase Agreement and successively numbered with the designation "CN2026-" (any such outstanding notes and together with any subsequently issued notes with the "CN2026-" designation, collectively, the "**Notes**"). The principal amount hereof and all accrued and unpaid interest shall become due on the earlier to occur of the written demand of the Requisite Purchasers following the Maturity Date or an Event of Default (as defined in Section 6), but shall be payable only if this Note is not converted or satisfied pursuant to Section 5 prior thereto as set forth below. This Note is a general unsecured obligation of the Company. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement.

1. Priority. The Notes shall be senior in all respects (including right of payment) to all other indebtedness of the Company now existing, including the Prior Notes (as defined in the Note Purchase Agreement). While any Notes are outstanding, the Company hereby covenants and agrees not to issue any debt (other than equipment leases, bank lines of credit or trade payables incurred in the ordinary course of business) more senior to the Notes without the prior written consent of the Requisite Purchasers. Purchaser acknowledges and agrees that the payment of all or any portion of the outstanding principal amount of this Note and all interest hereon shall be pari passu in right of payment and in all other respects to any other Notes. In the event Purchaser receives payments in excess of its pro rata share of the Company's payments to the holders of all of the Notes, then Purchaser shall hold in trust all such excess payments for the benefit of the holders of the other Notes and shall pay such amounts held in trust to such other holders upon demand by such holders.

2. Payment. All payments of principal and any interest hereunder shall be payable in lawful money of the United States of America at the principal office of the Purchaser. The Company shall not prepay this Note without the written agreement of the Requisite Purchasers, in which case any prepayment of principal shall be accompanied by a payment of accrued interest in respect of the principal being prepaid. Any prepayment of this Note will be credited first to accrued interest, then to principal. Upon payment in full of the amount of all principal and interest payable hereunder, this Note shall be surrendered to the Company for cancellation. The Company hereby waives demand, notice, presentment, protest and notice of dishonor.

3. Conversion of Note.

(a) Definition. "**Qualified Financing**" shall mean any venture capital, institutional or other investor (including the Purchaser) bona fide financing or series of related financings involving the issuance of shares of a class of convertible preferred stock of the Company occurring after the date of this Note (an "**Equity Financing**") resulting in gross proceeds to the Company of not less than Twenty Five Million Dollars ($25,000,000.00) in cash (excluding any non-dilutive proceeds from business development transactions, the conversion of the Notes and the conversion of any other convertible debt securities) and led by an investor or group of investors who are not existing stockholders of the Company; provided, however, that a private investment in public equity transaction (a "**PIPE**") shall not constitute a Qualified Financing for purposes hereof.

(b) Automatic Conversion of Note Upon Closing of a Qualified Financing. If this Note remains outstanding at the time of the closing of a Qualified Financing, the entire outstanding principal amount of this Note and all accrued and unpaid interest as of such time shall convert automatically (i) if Purchaser is not a Defaulting Preferred Stockholder, into fully paid and nonassessable shares of convertible preferred stock of the Company of the same class or series and having the identical rights, privileges, preferences, seniority, liquidation multiple and restrictions as the convertible preferred stock issued to the cash investors at the time of the closing of the Qualified Financing ("**Qualified Securities**"), at a conversion price equal to the Applicable Discount Rate of the lowest per share price of the convertible preferred stock of the Company issued to the cash investors as part of the closing of the Qualified Financing or (ii) if Purchaser is a Defaulting Preferred Stockholder, into fully paid and nonassessable shares of Common Stock of the Company, at a conversion price equal to the lowest per share price of the convertible preferred stock of the Company issued to the cash investors as part of the closing of the Qualified Financing multiplied by ten (10).

(c) Voluntary Conversion of Note Upon Closing of a Non-Qualified Financing. If this Note remains outstanding at the time of the closing of an Equity Financing by the Company that is not a Qualified Financing, (i) if Purchaser is not a Defaulting Preferred Stockholder, the Purchaser may elect (on behalf of itself) to treat such Equity Financing as a Qualified Financing by written notice to the Company and (ii) if such Equity Financing results in gross proceeds to the Company of not less than Ten Million Dollars ($10,000,000.00) in cash from new money investors (excluding any non-dilutive proceeds from business development transactions, the conversion of the Notes and the conversion of any other convertible debt securities), the Requisite Purchasers may elect (on behalf of all Purchasers) to treat such Equity Financing as a Qualified Financing by written notice to the Company and the Purchasers (each, a "**Voluntary Conversion Election**"). Following a Voluntary Conversion Election, the provisions of Section 3(b) shall apply to the applicable Equity Financing as if such Equity Financing was a Qualified Financing.

(d) Conversion Procedures. The Company shall give notice of any Equity Financing to the Purchaser as soon as practicable but in no event less than ten (10) business days before the closing of such Equity Financing. Such notice shall specify the anticipated date of such closing, whether or not such Equity Financing is a Qualified Financing, the reasonably anticipated number of shares of Qualified Securities to be issued by the Company upon such Qualified Financing, and the amount of cash adjustment to be paid in respect of any fractional interest in the Qualified Securities as provided in Section 3(e). Following a Qualified Financing or an Equity Financing for which there has been a Voluntary Conversion Election, the Purchaser shall surrender this Note at the office of the Company or of its transfer agent for the applicable amount of shares of Qualified Securities and will deliver to the Company any documentation reasonably required by the Company (including, in the case of a Qualified Financing, all financing documents executed by the Investors in connection with such Qualified Financing). Thereupon, there shall be issued and delivered to the Purchaser a certificate representing the number of shares of Qualified Securities into which this Note is convertible. The Company shall not be obligated to issue any Qualified Securities issuable upon such conversion unless this Note and any such applicable documentation is either delivered to the Company or any such transfer agent or the Purchaser notifies the Company or any such transfer agent that this Note has been lost, stolen or destroyed and executes a reasonable indemnification agreement for the Company.

(e) Cash in Lieu of Fractional Shares. No fractional share or interest in any securities of the Company or scrip representing fractional shares or interests shall be issued upon any conversion of this Note. Instead of any fractional shares or interest in any securities of the Company which would otherwise be issuable upon any conversion of this Note, the Company shall pay to the Purchaser a cash adjustment in respect of such fraction in an amount equal to the same fraction of the price per share at which this Note is converted into such securities of the Company under this Section 3.

(f) Cancellation of Note. Upon the conversion of the entire principal amount of this Note and accrued and unpaid interest pursuant to this Section 3 this Note shall be canceled.

4. Treatment upon Change of Control. In the event of (i) a transaction or series of related transactions in which a Person, or a group of related Persons, acquires from stockholders of the Company shares representing more than fifty percent (50%) of the outstanding voting power of the Company, (ii) a sale of all or substantially all of the assets of the Company, (iii) a merger, consolidation or other business combination with any other entity in which the stockholders of the Company immediately prior to any such transaction hold less than a majority of the outstanding voting securities of the other entity, or its ultimate parent entity, immediately following such transaction or (iv) a Deemed Liquidation Event (as defined in the Restated Certificate) (any such event, a "**Change of Control**") prior to the conversion of this Note, the Company shall pay to the Purchaser, upon the closing of the Change of Control, and in full satisfaction of this Note, (a) if the Purchaser is not a Defaulting Preferred Stockholder, an amount equal to the lesser of (i) (A) five (5) times the then-outstanding total principal amount plus (B) any unpaid interest then-outstanding under this Note and (ii) the maximum amount permissible under applicable law and (b) if Purchaser is a Defaulting Preferred Stockholder, an amount equal to the then-outstanding total principal amount plus any unpaid interest then-outstanding under this Note ((a) and (b), as applicable, a "**Change of Control Premium**"). The Company shall notify the Purchaser in writing of the anticipated occurrence of a Change of Control at least ten (10) days prior to the closing thereof.

5. Treatment upon Reverse Merger. Notwithstanding anything to the contrary in Section 3 or Section 4, if the Company consummates a Reverse Merger while this Note is outstanding and before the Merger Agreement (as defined in the Note Purchase Agreement) terminates, this Note will be satisfied in full and canceled. In exchange, the Purchaser shall receive that number of the ATM Shares equal to the principal amount of this Note divided by the purchase price that that applied to the Company's purchase of the ATM Shares under the ATM Program, rounded down to the nearest whole share. The Company will hold that number of ATM Shares for the benefit of the Purchaser, but until transferred such ATM Shares shall remain assets of the Company available to its creditors generally. Such ATM Shares shall be deemed transferred to the Purchaser immediately prior to, and contingent upon, the closing of the Reverse Merger, and the Company shall deliver such ATM Shares to the Purchaser as soon as practicable thereafter. If the Reverse Merger does not close, no deemed transfer occurs. The number of ATM Shares to be delivered to Purchaser hereunder shall not be adjusted for changes in Chemomab's share price while the October Notes are outstanding, accrued interest on this Note or other October Notes, or otherwise, and the Purchaser shall bear the risk of any decline and receive the benefit of any increase in the value of the ATM Shares. If the Merger Agreement terminates before the Reverse Merger closes, this Note shall remain outstanding in accordance with its terms and shall not be convertible into or exchangeable for ATM Shares, and the Company shall retain the ATM Shares as a general corporate asset.

For purposes of this Note, a "**Reverse Merger**" means a consolidation or merger of the Company with or into any other corporation which transaction is not a Change of Control and in which the Company's equity holders receive shares of common stock of a publicly traded company and includes, for the avoidance of doubt, the Strategic Transaction.

6. Events of Default. Each of the following events shall constitute an "**Event of Default**":

(a) The Company shall fail to pay any principal, interest or other amount payable hereunder when and as the same shall become due and payable;

(b) The Company shall (1) voluntarily terminate operations or apply for or consent to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of the Company or of all or a substantial part of the assets of the Company, (2) admit in writing its inability, or be generally unable, to pay its debts as the debts become due, (3) make a general assignment for the benefit of its creditors, (4) commence a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (5) file a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (6) fail to controvert in a timely and appropriate manner, or acquiesce in writing to, any petition filed against it in an involuntary case under the Federal Bankruptcy Code or applicable state bankruptcy laws or (7) take any corporate action for the purpose of effecting any of the foregoing;

(c) Without its application, approval or consent, a proceeding shall be commenced, in any court of competent jurisdiction, seeking in respect of the Company: the liquidation, reorganization, dissolution, winding-up, or composition or readjustment of debt; the appointment of a trustee, receiver, liquidator or the like of the Company or of all or any substantial part of the assets of the Company; or other like relief in respect of the Company under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; and, if the proceeding is being contested in good faith by the Company, the same shall continue undismissed, or unstayed and in effect for any period of ninety (90) consecutive days, or an order for relief against the Company shall be entered in any case under the Federal Bankruptcy Code or applicable state bankruptcy laws;

(d) The Company shall default in the due observance or performance of any covenant, representation, warranty, condition or agreement on the part of the Company to be observed or performed pursuant to the terms of this Note; or

(e) The Company shall be in material default under any material agreement, instrument or other document relating to any indebtedness for money borrowed or capital lease.

If any Event of Default shall occur, then, and at any time thereafter while such Event of Default is continuing, the Requisite Purchasers by written notice to the Company may declare the entire unpaid principal amount of this Note, together with all accrued and unpaid interest thereon, to be due and payable immediately. Notwithstanding the above, if there shall occur an Event of Default under clause (b) or (c) above, then the outstanding principal together with any outstanding accrued but unpaid interest under this Note shall automatically become immediately due and payable without the necessity of any action by the Requisite Purchasers or presentment, demand, protest or notice of any kind to the Company, all of which are expressly waived.

7. Most Favored Nation. If the Company shall, at any time while this Note is outstanding, (a) issue any new convertible debt securities, SAFEs or other convertible securities for capital raising purposes or (b) amend the terms of any existing convertible debt securities, SAFEs or other convertible securities issued for capital raising purposes, in each case, to include terms more favorable to the holder(s) of such convertible debt securities, SAFEs or other convertible securities than those set forth in this Note, the Company shall notify the Purchaser of such more favorable terms and such Purchaser shall have the right to exchange such Purchaser's Notes for a substitute convertible note on substantially the terms of such other more favorable convertible debt securities, SAFEs or other convertible securities (excluding, for the avoidance of doubt, convertible preferred stock of the Company issued in an Equity Financing) unless the Requisite Purchasers waive such right of notice or exchange; provided, however that this Section 6 shall not apply to the Applicable Discount Rate of any Notes issued pursuant to the Note Purchase Agreement. This Section 7 shall automatically terminate and be of no further force or effect with respect to any Purchaser who becomes a Defaulting Preferred Stockholder.

8. General.

(a) Miscellaneous. This Note shall be governed by the terms of the Note Purchase Agreement. To the extent there is any conflict between the terms of the Note Purchase Agreement and the terms of this Note, the terms of the Note Purchase Agreement shall govern. Sections 6.2 (*Successors and Assigns*), 6.3 (*Governing Law*), 6.4 (*Counterparts*), 6.5 (*Titles and Subtitles*), 6.6 (*Notices*), 6.9 (*Amendment and Waivers*), 6.10 (*Severability*), 6.11 (*Delays or Omissions*), 6.12 (*Entire Agreement*), 6.13 (*Dispute Resolution*) and 6.15 (*Waiver of Conflicts*) of the Note Purchase Agreement shall apply *mutatis mutandis* as if set forth herein.

(b) Transfer. This Note may not be pledged, sold, assigned or otherwise transferred by the Purchaser unless the proposed disposition is the subject of a currently effective registration statement under the Act, or unless the Company has received an opinion of counsel reasonably satisfactory in form and scope to the Company that such registration is not required. The Company will not require such a legal opinion in any transaction in which the Purchaser assigns or otherwise transfers this Note to an Affiliate of the Purchaser; provided that each transferee agrees in writing to be subject to the terms of this Section 7(b). The rights and obligations of the Company and the Purchaser under this Note shall be binding upon and benefit their respective successors, assigns, heirs, administrators and permitted transferees.

(c) No Rights or Liabilities as Stockholder. This Note does not by itself entitle the Purchaser to any voting rights or other rights as a stockholder of the Company. In the absence of conversion of this Note, no provisions of this Note, and no enumeration herein of the rights or privileges of the Purchaser, shall cause the Purchaser to be a stockholder of the Company for any purpose.

***

IN WITNESS WHEREOF, the Company has executed this Note as of the date first above written.

COMPANY:

SCIPHER MEDICINE CORPORATION

By: _____
Name: Reginald Seeto
Title: Chief Executive Officer and President

Signature Page to Scipher Medicine Corporation
2026 Senior Convertible Promissory Note

Exhibit 99.8

ACKNOWLEDGEMENT AGREEMENT & CONSENT

Regarding Consent to Bridge Note Financing

This ACKNOWLEDGEMENT AGREEMENT & CONSENT (this "**Acknowledgement**") is entered into as of November 3, 2026, by and between CHEMOMAB THERAPEUTICS LTD., an Israeli company ("**Chemomab**"), and SCIPHER MEDICINE CORPORATION, a Delaware corporation (the "**Company**" and, together with Chemomab, the "**Acknowledging Parties**").

RECITALS

A. Chemomab, Snowdrift Parent Corporation ("**Chemomab Parent**"), Snowdrift Sub Corp. ("**Merger Sub**"), Elderwood Ltd. ("**Domestication Merger Sub**") and the Company are parties to the Agreement and Plan of Merger, dated as of July 7, 2026 (as amended from time to time in accordance with its terms, the "**Merger Agreement**").

B. Under Section 5.6 of the Merger Agreement, if Chemomab determines during the Pre-Closing Period that it requires additional financing, Chemomab must first deliver a Financing Notice to the Company, and the Company is obligated to provide such financing on the terms set forth in the Financing Notice up to $1,100,000 (the "**Company Financing Obligation**").

C. On October 11, 2026, Chemomab delivered a Financing Notice to the Company (the "**Delivered Financing Notice**").

D. The Company desires to fund the Company Financing Obligation in respect of the Delivered Financing Notice, including purchases of Chemomab securities under the Chemomab ATM Facility, in whole or in part with the proceeds of new convertible promissory notes of the Company, the issuance of which would, absent Chemomab's prior written consent, be restricted by Section 5.2(b) of the Merger Agreement.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Acknowledging Parties, intending to be legally bound, agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein have the meanings given to them in the Merger Agreement.

2. Consent to Bridge Note Financing. Chemomab hereby irrevocably consents to the Company incurring additional unsecured indebtedness and related Liabilities through the sale and issuance, in one or more closings during the Pre-Closing Period, of new unsecured convertible promissory notes of the Company (the "**Bridge Notes**") in an aggregate principal amount not to exceed $1,100,000 (exclusive of interest accrued or paid in kind thereon in accordance with their terms) (the "**Bridge Note Financing**"), and to the Company authorizing, entering into and performing its obligations under the note purchase agreement and other documents governing the Bridge Notes (collectively, the "**Bridge Note Documents**"), and agrees that this Section 2 constitutes the prior written consent of Chemomab referred to in the introductory paragraph of Section 5.2(b) of the Merger Agreement in respect of the Bridge Note Financing, including for purposes of clauses (iii), (vii), (x), (xiv), (xv) and (xxii) thereof and any other provision of the Merger Agreement that would otherwise restrict the Company from incurring indebtedness or other Liabilities, or issuing convertible instruments, without Chemomab's consent; provided that (A) the proceeds of the Bridge Note Financing shall be used solely to fund (or reimburse the Company for) financing provided by the Company to Chemomab in satisfaction of the Company Financing Obligation (including purchases by the Company of Chemomab securities issued pursuant to the Chemomab ATM Facility), and to pay reasonable and documented out-of-pocket costs and expenses incurred by the Company in connection with the Bridge Note Financing; and (B) the Company shall deliver to Chemomab copies of the Bridge Note Documents substantially concurrently with the initial issuance of Bridge Notes. Chemomab further acknowledges and agrees that (i) neither the incurrence of the Bridge Note Financing in compliance with this Section 2 nor the use of proceeds thereof as contemplated hereby shall constitute a breach of any representation, warranty, covenant or agreement of the Company under the Merger Agreement or be taken into account in determining whether any condition set forth in Article VIII of the Merger Agreement has been satisfied (other than Sections 8.9 and 8.10 of the Merger Agreement, which shall apply to the Bridge Notes as provided in clauses (ii) and (v) below), and, without limiting the foregoing, for purposes of Sections 3.6 and 8.1 of the Merger Agreement, the Bridge Notes shall be deemed to be listed in Sections 3.6(d)(ii) and 3.6(e) of the Company Disclosure Schedule, notwithstanding the final parenthetical of Section 8.1 of the Merger Agreement; (ii) the Bridge Notes shall constitute convertible indebtedness of the Company for purposes of Sections 6.18 and 8.9 of the Merger Agreement, and, notwithstanding that Section 6.18 of the Merger Agreement contemplates delivery concurrently with the execution thereof, evidence of the consents, approvals and waivers required thereunder with respect to the Bridge Notes shall be delivered to Chemomab promptly following the issuance of any applicable Bridge Notes and in any event no later than the delivery of the Allocation Certificate pursuant to Section 6.16 of the Merger Agreement; (iii) Bridge Notes that are converted or cancelled at or prior to the Effective Time in accordance with the Bridge Note Documents shall not constitute Indebtedness of the Company outstanding at the Effective Time for purposes of the definition of "Company Valuation" or the Indebtedness Schedule; (iv) the Bridge Note Financing shall not constitute Company Pre-Closing Financing and shall not count against the $10,000,000 limit applicable thereto; (v) the Bridge Note Financing is a capitalization change expressly permitted by the Merger Agreement for purposes of Section 6.16 thereof, and the Bridge Notes and the holders thereof shall be reflected in the Pro Forma Capitalization Table and the Allocation Certificate; and (vi) Bridge Notes outstanding immediately prior to the Effective Time shall be converted or cancelled in accordance with the Bridge Note Documents and Section 6.18 of the Merger Agreement.

3. Representations; Miscellaneous. Each Acknowledging Party represents to the other that this Acknowledgement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the Enforceability Exceptions. Nothing herein confers any right, benefit or remedy on any Person other than the Acknowledging Parties. To the extent any provision hereof constitutes a waiver or consent under the Merger Agreement, it is given pursuant to Section 11.3 thereof. Except as expressly set forth herein, the Merger Agreement remains unmodified and in full force and effect, and no provision of, or right or remedy under, the Merger Agreement is waived. Sections 11.3 (Waiver), 11.5 (Applicable Law; Jurisdiction), 11.6 (Assignability), 11.7 (Notices), 11.9 (Severability) and 11.10 (Other Remedies; Specific Performance) of the Merger Agreement apply to this Acknowledgement mutatis mutandis. This Acknowledgement may be amended only by a written instrument signed by each Acknowledging Party and may be executed in counterparts (including by electronic signature or .pdf transmission), each of which shall be deemed an original and all of which together shall constitute one instrument.

[*Signature page follows*]

IN WITNESS WHEREOF, the Acknowledging Parties have executed this Acknowledgement as of the date first written above.

CHEMOMAB THERAPEUTICS LTD.

By: */s/ Adi Mor*
Name: Adi Mor
Title: CEO

SCIPHER MEDICINE CORPORATION

By: */s/ Reginald Seeto*
Name: Reginald Seeto
Title: CEO