

CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM

Pursuant to Regulation D, Rule 506(c)

MID-ATLANTIC BIOTHERAPEUTICS, INC.

A Delaware Corporation



Minimum Investment Amount: \$50,000

**UP TO \$5,000,000 IN COMMON STOCK
ON A “BEST EFFORTS” BASIS**

September 30, 2024

This offering is being made by MID-ATLANTIC BIOTHERAPEUTICS, INC., a Delaware corporation. **We are offering for sale, on a best-efforts basis, one million (1,000,000) shares of our Common Stock (“Common Stock”, “Stock”, “Shares”, or “Securities”), \$0.0001 par value per share, at five dollars (\$5.00) per share (the “Purchase Price”).** The offering is made in reliance upon an exemption from registration under the federal securities laws provided by Rule 506(c) of Regulation D as promulgated by the United States Securities and Exchange Commission (the “SEC” or the “Commission”) under the Securities Act of 1933, as amended (the “Securities Act” or the “1933 Act”). There is currently no public market for our Common Stock.

Investors in Common Stock at higher levels will also receive, but are not purchasing under this Offering, Warrants to purchase additional shares of Common Stock (“Incentive Shares”) as follows: (i) investments of \$250,000-\$500,000 will receive Warrants for Incentive Shares equal to 10% of the number of Common shares purchased by such investor in this Offering; (ii) investments of \$500,001-\$1,000,000 will receive Warrants for Incentive Shares equal to 15% of the number of Common shares purchased by such investor in this Offering; and (iii) investments >\$1,000,000 will receive Warrants for Incentive Shares equal to 20% of the number of Common shares purchased by such investor in this Offering. By way of example only, for an investment of up to \$500,000, an investor shall receive a Warrant to purchase up to an additional \$50,000 in Incentive Shares at \$5.00/share, or 10,000 additional shares of Common Stock. The Warrant Exercise Period for the Incentive Shares shall be three (3) years from the date of investment, and the Exercise Price shall be \$5/share. *Warrants are not being offered separately for sale under this Offering.*

We expect the Offering to commence on the date of this Memorandum set forth below. The Offering will terminate twelve (12) months from the first date of the Offering or September 30, 2025, unless terminated earlier, or extended, in our sole discretion. The Securities will be offered on a “best efforts” basis. There is no firm commitment by any person to purchase or sell the Securities offered herein. The minimum investment is \$50,000.00, although we may, in our sole discretion, accept subscriptions for a lesser amount. We reserve the right to reject orders for the purchase of shares in whole or in part, and if a subscription is rejected the subscriber’s funds will be returned without interest the next business day after rejection. The proceeds from the sale of Securities will be payable to us in cash. Upon receipt and acceptance of a subscription, the proceeds will be immediately deposited in a bank account of ours to be used as specified herein.

CERTAIN PRELIMINARY STATEMENTS

AN INVESTMENT IN THE SECURITIES OFFERED HEREBY IS HIGHLY SPECULATIVE AND INVOLVES A HIGH DEGREE OF RISK. PROSPECTIVE INVESTORS SHOULD RETAIN THEIR OWN PROFESSIONAL ADVISORS TO REVIEW AND EVALUATE THE ECONOMIC, TAX AND OTHER CONSEQUENCES OF AN INVESTMENT IN THE SECURITIES OFFERED IN THIS PRIVATE PLACEMENT AND ARE NOT TO CONSTRUE THE CONTENTS OF CONFIDENTIAL PRIVATE PLACEMENT MEMORANDUM (THIS "MEMORANDUM") OR ANY OTHER INFORMATION FURNISHED BY MID-ATLANTIC BIOTHERAPEUTICS, INC. (THE "COMPANY", "MID-ATLANTIC", "WE", OR "OUR" OR "MABT") AS LEGAL ADVICE. BY ACCEPTING DELIVERY OF THIS MEMORANDUM, PROSPECTIVE INVESTORS WILL BE DEEMED TO HAVE ACKNOWLEDGED THE NEED TO CONDUCT THEIR OWN THOROUGH INVESTIGATION AND TO EXERCISE THEIR OWN DUE DILIGENCE BEFORE CONSIDERING AN INVESTMENT IN THE SECURITIES OFFERED HEREBY.

NEITHER THE OFFER NOR THE SALE OF THE SECURITIES OFFERED HEREBY IS BEING REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "SECURITIES ACT"). SUCH OFFER AND SALE ARE BEING MADE IN RELIANCE UPON EXEMPTIONS FROM THE SECURITIES ACT FOR TRANSACTIONS INVOLVING A NON-PUBLIC OFFERING AND OTHER EXEMPTIONS UNDER APPLICABLE STATE SECURITIES LAWS. THE SECURITIES OFFERED HEREBY WILL ONLY BE SOLD TO ACCREDITED INVESTORS, AS DEFINED BY RULE 501 PROMULGATED UNDER THE SECURITIES ACT, WHO CAN AFFORD THE LOSS OF THEIR ENTIRE INVESTMENT. SEE "RISK FACTORS."

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THESE SECURITIES WILL BEAR A LEGEND REFERRING TO THESE TRANSFER AND RESALE RESTRICTIONS. INVESTORS SHOULD BE AWARE THAT THEY SHALL BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION (THE "SEC"), NOR HAS THE SEC OR ANY STATE SECURITIES REGULATOR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS MEMORANDUM. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE. THIS MEMORANDUM CONSTITUTES AN OFFER ONLY TO THE PERSON TO WHOM THIS MEMORANDUM WAS GIVEN BY THE PLACEMENT AGENT OR PARTICIPATING BROKER-DEALER, AND ANY REPRODUCTION OR DISTRIBUTION OF THIS MEMORANDUM, IN WHOLE OR IN PART, OR THE DISCLOSURE OF ANY OF ITS CONTENTS TO UNAUTHORIZED PERSONS IS PROHIBITED. BY ACCEPTING THIS MEMORANDUM, THE RECIPIENT AGREES THAT ALL INFORMATION CONTAINED HEREIN SHALL BE TREATED AS CONFIDENTIAL AND WILL NOT BE DISCLOSED TO ANY OTHER PERSON WITHOUT THE SPECIFIC PRIOR WRITTEN APPROVAL OF THE COMPANY AND THE PLACEMENT AGENT. ANY USE OF THIS INVESTOR PACKAGE FOR ANY PURPOSE OTHER THAN TO EVALUATE AN INVESTMENT AS DESCRIBED HEREIN IS NOT AUTHORIZED.

THIS MEMORANDUM DOES NOT CONSTITUTE AN OFFER OR SALE OR A SOLICITATION OF AN OFFER TO BUY ANY SECURITIES IN ANY JURISDICTION OR TO ANY PERSON TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION. NO PERSON HAS BEEN AUTHORIZED IN CONNECTION WITH THIS OFFERING TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS MEMORANDUM AND, IF GIVEN OR MADE, SUCH INFORMATION AND REPRESENTATIONS MUST NOT BE RELIED UPON.

UNDER NO CIRCUMSTANCES SHALL THE DELIVERY OF THIS MEMORANDUM OR ANY SALE HEREUNDER IMPLY THAT THE COMPANY'S BUSINESS AFFAIRS, ANY OTHER FACTS SET FORTH HEREIN OR OTHER PARTIES DESCRIBED HEREIN HAVE NOT CHANGED SINCE THE DATE HEREOF,

OR THAT THE INFORMATION CONTAINED HEREIN IS CORRECT AS OF ANY TIME SUBSEQUENT TO THE DATE OF THIS MEMORANDUM.

IF ANY PERSON ELECTS TO NOT MAKE AN OFFER TO ACQUIRE THE SECURITIES OFFERED HEREBY, OR IF THE COMPANY REJECTS AN OFFER OF A PERSON TO PURCHASE THE SECURITIES OFFERED HEREBY, SUCH PERSON, BY ACCEPTING DELIVERY OF THIS MEMORANDUM, AGREES TO RETURN THIS MEMORANDUM AND ALL RELATED DOCUMENTS ENCLOSED HERewith OR FURNISHED SUBSEQUENTLY, TO THE COMPANY AT THE ADDRESS LISTED IN THE SECTION TITLED "DIRECTORY" OF THIS MEMORANDUM.

SALES OF THE SECURITIES CAN BE CONSUMMATED ONLY BY THE COMPANY'S ACCEPTANCE OF OFFERS TO PURCHASE SUCH SECURITIES WHICH ARE PROPERLY TENDERED TO THE COMPANY BY PROSPECTIVE INVESTORS. NO SOLICITATION OF ANY SUCH OFFER (INCLUDING ANY SOLICITATION WHICH MAY BE CONSTRUED AS AN "**OFFER**" UNDER FEDERAL AND/OR STATE SECURITIES LAWS) TO SUCH PROSPECTIVE INVESTORS IS AUTHORIZED WITHOUT THE COMPANY'S PRIOR APPROVAL.

CONFIDENTIALITY

BY ACCEPTING DELIVERY OF THIS MEMORANDUM, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE INFORMATION CONTAINED HEREIN IS OF A CONFIDENTIAL NATURE AND THAT THIS MEMORANDUM HAS BEEN FURNISHED TO YOU FOR THE SOLE PURPOSE OF ENABLING YOU TO CONSIDER AND EVALUATE AN INVESTMENT IN THE COMMON STOCK OF COMPANY. YOU AGREE THAT YOU WILL TREAT SUCH INFORMATION IN A CONFIDENTIAL MANNER, WILL NOT USE SUCH INFORMATION FOR ANY PURPOSE OTHER THAN EVALUATING AN INVESTMENT IN THE COMMON STOCK AND WILL NOT, DIRECTLY OR INDIRECTLY, DISCLOSE OR PERMIT YOUR AGENTS, REPRESENTATIVES OR AFFILIATES TO DISCLOSE ANY OF SUCH INFORMATION WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY. YOU ALSO AGREE TO MAKE YOUR AGENTS, AFFILIATES AND REPRESENTATIVES AWARE OF THE CONFIDENTIAL NATURE OF THE INFORMATION CONTAINED HEREIN AND THE TERMS OF THIS SECTION INCLUDING YOUR AGREEMENT TO NOT DISCLOSE SUCH INFORMATION, AND TO BE RESPONSIBLE FOR ANY DISCLOSURE OR OTHER IMPROPER USE OF SUCH INFORMATION BY SUCH AGENTS, AFFILIATES OR REPRESENTATIVES. LIKEWISE, WITHOUT THE PRIOR WRITTEN CONSENT OF THE COMPANY, YOU AGREE THAT YOU WILL NOT, DIRECTLY OR INDIRECTLY, MAKE ANY STATEMENTS, PUBLIC ANNOUNCEMENTS OR OTHER RELEASE OR PROVISION OF INFORMATION IN ANY FORM TO ANY TRADE PUBLICATION, TO THE PRESS OR TO ANY OTHER PERSON OR ENTITY WHOSE PRIMARY BUSINESS IS OR INCLUDES THE PUBLICATION OR DISSEMINATION OF INFORMATION RELATED TO THE SUBJECT MATTER OF THIS MEMORANDUM. IF YOU DECIDE NOT TO PURSUE FURTHER INVESTIGATION OF THE COMPANY OR TO NOT PARTICIPATE IN THE OFFERING, YOU AGREE TO PROMPTLY RETURN THIS MEMORANDUM AND ANY ACCOMPANYING DOCUMENTATION TO THE COMPANY.

IMPORTANT NOTICES

This Memorandum has been prepared on a strictly confidential basis to enable the recipient to evaluate the offering of the Common Stock of MID-ATLANTIC BIOTHERAPEUTICS, INC. (the “**Securities**”) described therein. Each recipient, by accepting delivery of this Memorandum, agrees not to make a copy of the same or to divulge the contents hereof to any person other than a legal, business, investment or tax advisor in connection with obtaining the advice of any such persons with respect to this offering.

Unless the context requires otherwise, in this Memorandum the terms “**Company**,” “**MID-ATLANTIC**,” “**MABT**,” “**Issuer**,” “**we**,” “**us**”, and “**our**” refer to MID-ATLANTIC BIOTHERAPEUTICS, INC. Purchasers of Securities are sometimes referred to herein as “**Purchasers**” or “**Investors**”.

Each recipient hereof acknowledges and agrees that (i) the contents of this Memorandum constitute proprietary and confidential information, (ii) the Company and its affiliates derive independent economic value from such confidential information not being generally known, and (iii) such confidential information is the subject of reasonable efforts to maintain its secrecy. The recipient further agrees that the contents of this Memorandum are a trade secret, the disclosure of which is likely to cause substantial and irreparable competitive harm to the Company. Any reproduction or distribution of this Memorandum, in whole or in part, or the disclosure of its contents, without the prior written consent of the Company, is prohibited. The existence and nature of all conversations regarding the Company and this Offering must be kept confidential. Each recipient hereby agrees to destroy any copies (including electronic copies) of this Memorandum promptly upon request of the Company.

This Memorandum has been prepared in connection with a private offering of the Securities (the “**Offering**”) to accredited investors in reliance on Regulation D, Rule 506(c) under the Securities Act of 1933, as amended (the “**Securities Act**”). The Company has engaged Capital Engine, Inc. (“**Capital Engine**”) to provide platform and hosting services for the Offering. The Offering will be conducted via Capital Engine’s website at <https://capitalengine.io/project/611> (the “**Platform**”). Each Investor will be required to electronically deliver to the Company a fully completed, dated and signed copy of the Subscription Agreement through the Platform, together with any (i) exhibits and (ii) documents requested by the Company and its agents for the purpose of satisfying the Company’s accreditation, customer identification and due diligence obligations prior to the Offering Deadline (as defined below) and send full payment of any consideration to the Company to effect its purchase of the Securities. Investors will not be provided wire instructions until completion of the Company’s know your customer (KYC), anti-money laundering (AML), and other obligations, as well as verification of accredited investor status, after which Investors may send full payment of any consideration to the Company.

This Memorandum contains a summary of the terms of the Securities and certain other documents referred to herein. However, the summaries in this Memorandum do not purport to be complete and are subject to and qualified in their entirety by reference to the actual text of the relevant documents. Each prospective Purchaser should review the form of Subscription Agreement attached as **Exhibit B** and such other documents for complete information concerning the rights, privileges and obligations related to a purchase of the Securities. If any of the terms, conditions or other provisions of the Subscription Agreement or such other documents are inconsistent with or contrary to the descriptions or terms in this Memorandum, the Subscription Agreement or such other documents shall control. The Company reserves the right to modify the terms of this Offering, and the Securities described in this Memorandum, and the Securities are offered subject to the Company’s ability to reject any commitment in whole or in part.

An investment in the Securities involves a high degree of risk, volatility and illiquidity. A prospective Purchaser should thoroughly review the confidential information contained herein and the terms of the Subscription Agreement, and carefully consider whether an investment in the Securities is suitable to the Investor’s financial situation and goals.

Investors should make their own investigations and evaluations of the Securities that will be delivered pursuant thereto, including the merits and risks involved in an investment therein. Prior to any investment, the Company will give Investors the opportunity to ask questions of and receive answers and additional information from it concerning the terms and conditions of this Offering and other relevant matters to the extent the Company possesses the same or can

acquire it without unreasonable effort or expense. Investors should inform themselves as to the legal requirements applicable to them in respect of the acquisition, holding and disposition of the Securities upon their delivery, and as to the income and other tax consequences to them of such acquisition, holding and disposition.

This Memorandum does not constitute an offer to sell, or a solicitation of an offer to buy in any jurisdiction in which it is unlawful to make such an offer or solicitation. Neither the United States Securities and Exchange Commission (the “SEC”) nor any other federal, state or foreign regulatory authority has approved an investment in the Securities. Furthermore, the foregoing authorities have not confirmed the accuracy or determined the adequacy of this Memorandum, nor is it intended that the foregoing authorities will do so. Any representation to the contrary is a criminal offense. This Memorandum is not, and under no circumstances is to be construed as a prospectus or advertisement for a public offering of the Securities referred to therein.

Engagement with Capital Engine

The Company has engaged Capital Engine to provide certain platform and hosting services, including executing and delivering evidence of the Subscription Agreements sold in this Offering to each Investor and the use of their funding platform. The Company has agreed to pay Capital Engine a one-time listing and licensing fee of \$5,000 to use the Platform. The Company has also agreed to pay Mallory Capital Group, LLC, a subsidiary of Capital Engine, a fee equal to ten percent (10%) of the gross proceeds from the Securities issued to Investors pursuant to the Offering (the “*Cash Commission*”) at the time of closing. Mallory Capital Group, LLC is a registered Broker Dealer (CRD#: 108486).

Procedures for Subscribing

We plan to market this Offering to potential Investors through the Platform. *Investors seeking to invest in the Securities, should go to <https://capitalengine.io/project/611>.*

We will hold an initial closing on any number of subscriptions for the Securities at any time during the Offering and thereafter we may hold one or more additional closings until we determine to cease having any additional closings during the Offering. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings. Investment commitments are not binding on the Company until they are accepted by the Company. Once accepted by the Company, purchases are irrevocable.

We are offering the Securities on a “best efforts” basis with no prescribed offering minimum before we can conduct an initial closing. As such, the purchase proceeds will be available for use by us as soon as we accept such purchases and receive the funds. THIS OFFERING IS NOT UNDERWRITTEN. THERE CAN BE NO ASSURANCE THAT ANY OF THE SECURITIES WILL BE SOLD.

Except as otherwise noted, all references herein to “\$” or monetary amounts refer to United States (“*U.S.*”) dollars.

EXCLUSIVE NATURE OF THIS MEMORANDUM

The Company has not authorized any person to provide any information or to make any representations except to the extent contained in this Memorandum. If any such representations are given or made, such information and representations must not be relied upon as having been authorized by the Company.

RESTRICTED AND UNREGISTERED SECURITIES

The Securities have not been, nor shall they be registered under the Securities Act, or any other law or regulation governing the offering, sale or exchange of securities in the United States or any other jurisdiction. This Offering is being made to “accredited investors” as defined in Rule 501(a) of Regulation D of the Securities Act. Prospective Investors must acknowledge the fact that the Securities will be treated as securities by US regulators, including the SEC and that accordingly they will be subject to mandatory securities holding periods that apply to restricted securities, which can only be transferred subject to certain SEC rules, such as but not limited to SEC Rule 144. See ‘*Additional Notice; Reliance Upon Specific Registration Exemptions,*’ ‘*Restrictions on Transfer*’ and ‘*Risk Factors.*’

We will not be required, nor do we currently intend to offer to, exchange the Securities for any securities registered under the Securities Act or any other law or register the Securities for resale under the Securities Act. The Company will not be registered as an investment company under the United States Investment Company Act of 1940, as amended (the “*Investment Company Act*”). Consequently, Investors will not be afforded the protections of the Investment Company Act.

RESTRICTIONS ON TRANSFER

The Securities may not be sold or transferred unless they are registered under the Securities Act or an exemption from that registration under the Securities Act and under any other applicable securities law registration requirements is available. The Investors should be aware that they will be required to bear the financial risks of this investment for an indefinite period of time. There is currently no public market for the Securities.

Neither the Subscription Agreement nor the rights contained herein may be assigned, by operation of law or otherwise, by either party thereto without the prior written consent of the other party; provided, however, that the Subscription Agreement and/or the rights contained herein may be assigned without the Company’s consent by the Investor to any other entity who directly or indirectly, controls, is controlled by or is under common control with the Investor, including, without limitation, any general partner, managing member, officer or director of the Investor, or any venture capital fund now or hereafter existing which is controlled by one or more general partners or managing members of, or shares the same management company with, the Investor; and provided, further, that the Company may assign the Subscription Agreement in whole, without the consent of the Investor, in connection with a reincorporation to change the Company’s domicile.

CAUTIONARY NOTICE REGARDING FORWARD-LOOKING STATEMENTS

Certain statements in this Memorandum constitute “forward-looking statements” within the meaning of Section 27A of the Securities Act and Section 21E of the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). All statements that address expectations or projections about the future, including statements about product development, market position, expected expenditures and financial results, are forward-looking statements. Some of the forward-looking statements may be identified by words like such as “estimates,” “projects,” “intends,” “forecasts,” “anticipates,” “plans,” “indicates,” “planning,” “expects,” “believes,” “will,” “will likely,” “should,” “could,” “would,” “may”, or the negative of these words or other variations or similar expressions or terminology. Any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. These statements are not guarantees of future performance and involve a number of risks, uncertainties and assumptions. Accordingly, actual results or performance of the Company may differ significantly, positively or negatively, from forward-looking statements made herein. Unanticipated events and circumstances are likely to occur. Factors that might cause such differences include, but are not limited to, those discussed under the heading ‘*Risk Factors*’ which recipients of this Memorandum should carefully consider. These factors include, but are not limited to: our ability to raise funds for general corporate purposes and operations, including our clinical trials, the commercial feasibility and success of our technology, the commercial feasibility and acceptance of our drug products, our ability to recruit qualified management and technical personnel, the success of our clinical trials, our ability to obtain and maintain required regulatory approvals for our products; and the other factors discussed elsewhere in this Memorandum. This list of factors is not exclusive. Should any of these risks or uncertainties materialize, or should any of our assumptions prove incorrect, actual results may differ materially from those included within these forward-looking statements. Except as may be required under applicable securities laws, we do not undertake any obligation to update or publicly release the result of any revision to these forward-looking statements to reflect events or circumstances occurring after the date they are made or to reflect the occurrence of unanticipated events.

ADDITIONAL NOTICE; RELIANCE UPON SPECIFIC REGISTRATION EXEMPTIONS

NASAA UNIFORM DISCLOSURE

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE COMPANY, THE FUND, AND THE TERMS OF THIS OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING

AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION DOES NOT PASS UPON THE MERITS OF OR GIVE ITS APPROVAL TO ANY SECURITIES OFFERED OR THE TERMS OF THE OFFERING, NOR DOES IT PASS UPON THE ACCURACY OR COMPLETENESS OF ANY MEMORANDUM OR OTHER SOLICITATION MATERIALS. THESE SECURITIES ARE OFFERED PURSUANT TO AN EXEMPTION FROM REGISTRATION WITH THE COMMISSION; HOWEVER, THE COMMISSION HAS NOT MADE AN INDEPENDENT DETERMINATION THAT THE SECURITIES OFFERED ARE EXEMPT FROM REGISTRATION.

THESE SECURITIES ARE SUBJECT TO RESTRICTIONS ON TRANSFERABILITY AND RESALE AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED UNDER THE SECURITIES ACT, AND THE APPLICABLE STATE SECURITIES LAWS, PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. INVESTORS SHOULD BE AWARE THAT THEY MAY BE REQUIRED TO BEAR THE FINANCIAL RISKS OF THIS INVESTMENT FOR AN INDEFINITE PERIOD OF TIME. NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED.

THE INVESTMENT IN THE COMPANY WILL BE PAYABLE IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$) AND THE CURRENCY OF THE JURISDICTION IN WHICH THE COMPANY OPERATES. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE, OR INCOME OF THE INVESTMENT IN THE COMPANY.

FOR ALL NON-U.S. INVESTORS

NO ACTION HAS BEEN OR WILL BE TAKEN IN ANY JURISDICTION OUTSIDE THE UNITED STATES OF AMERICA THAT WOULD PERMIT AN OFFERING OF THE SECURITIES, OR POSSESSION, OR DISTRIBUTION OF OFFERING MATERIAL IN CONNECTION WITH THE ISSUE OF THE SECURITIES, IN ANY COUNTRY OR JURISDICTION WHERE ACTION FOR THAT PURPOSE IS REQUIRED. IT IS THE RESPONSIBILITY OF ANY PERSON WISHING TO PURCHASE THE SECURITIES TO SATISFY HIMSELF OR HERSELF AS TO FULL OBSERVANCE OF THE LAWS OF ANY RELEVANT TERRITORY OUTSIDE THE UNITED STATES OF AMERICA IN CONNECTION WITH ANY SUCH PURCHASE, INCLUDING OBTAINING ANY REQUIRED GOVERNMENTAL OR OTHER CONSENTS OR OBSERVING ANY OTHER APPLICABLE FORMALITIES.

YOUR INVESTMENT WILL BE DENOMINATED IN UNITED STATES DOLLARS (\$) AND, THEREFORE, WILL BE SUBJECT TO ANY FLUCTUATION IN THE RATE OF EXCHANGE BETWEEN UNITED STATES DOLLARS (\$), THE CURRENCY OF YOUR OWN JURISDICTION AND THE CURRENCY OF THE JURISDICTION IN WHICH THE COMPANY OPERATES OR GENERATES INVESTMENT PROCEEDS, AS APPLICABLE. SUCH FLUCTUATIONS MAY HAVE AN ADVERSE EFFECT ON THE VALUE, PRICE OR INCOME OF YOUR INVESTMENT.

TABLE OF CONTENTS

CERTAIN PRELIMINARY STATEMENTS..... 2

IMPORTANT NOTICES..... 4

SUMMARY OF KEY TERMS..... 9

COMPANY OVERVIEW 11

DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS..... 13

RISK FACTORS..... 15

CAPITALIZATION, DEBT, AND OWNERSHIP..... 19

THE OFFERING AND THE SECURITIES..... 22

FINANCIAL DATA..... 23

USE OF PROCEEDS 24

ANTI-MONEY LAUNDERING..... 25

PLAN OF DISTRIBUTION..... 27

SUITABILITY OF INVESTMENT..... 28

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS..... 31

WHERE YOU CAN FIND MORE INFORMATION 33

EXHIBIT A..... 34

EXHIBIT B..... 37

SUMMARY OF KEY TERMS

The following is a summary of certain principal terms governing an investment in the Securities offered by the Company. This summary is not complete and is qualified in its entirety by reference to the more detailed information set forth elsewhere in this Memorandum, including the Exhibits, and by the terms and conditions of the Subscription Agreement, each of which should be read carefully by any prospective Investor before investing. Prospective Investors are urged to read the entire Memorandum and seek the advice of their own counsel, tax consultants and business advisors with respect to the legal, tax, and business aspects of investing in the Securities. Capitalized terms used herein and not otherwise defined will have the same meaning as set forth in the Subscription Agreement. If any disclosure made herein is inconsistent with any provision of the Subscription Agreement, the terms of the Subscription Agreement will control. Please refer to **Exhibit B** to review the form of Subscription Agreement for the Securities.

Issuer:	MID-ATLANTIC BIOTHERAPEUTICS, INC, a Delaware Corporation (the “Company”, “MID-ATLANTIC,” the “Issuer,” or “MABT”).
Purchaser:	An accredited investor, as that term is defined under the rules and regulations of the Securities Act of 1933, as amended (a “Purchaser” or “Investor”).
Type of Security:	Common Stock (the “Common Stock” or the “Securities”)
Amount of Offering:	Up to a maximum offering amount of \$5,000,000 (the “Maximum Offering Amount”), subject to over-subscription allowances, as stated below.
Minimum Offering Amount:	We are offering the Securities on a “best efforts” basis with no prescribed minimum. There is no minimum number of Securities that must be sold for the Offering to close. Subscription proceeds will be available for use by us as soon as we accept such subscriptions and receive the funds.
Maximum Offering Amount:	The Company expects to limit the Offering to \$5,000,000, as the Company has determined that this amount is sufficient to meet the Company’s current capital needs and strategic objectives. However, management of the Company is authorized to issue additional shares in the event of an over-subscription under the Offering.
Purchase Price:	The Company is offering to the Investors shares of its Common Stock at a purchase price of five dollars (\$5.00) per share to Investors (the “Purchase Price”). Investors in Common Stock at higher levels will also receive, but are not purchasing, Warrants to purchase additional shares of Common Stock (“Incentive Shares”) as follows: (i) investments of \$250,000-\$500,000 will receive Warrants for Incentive Shares equal to 10% of the number of Common shares purchased by such investor in this Offering; (ii) investments of \$500,001-\$1,000,000 will receive Warrants for Incentive Shares equal to 15% of the number of Common shares purchased by such investor in this Offering; and (iii) investments >\$1,000,000 will receive Warrants for Incentive Shares equal to 20% of the number of Common shares purchased by such investor in this Offering. By way of example only, for an investment of up to \$500,000, an investor shall receive a Warrant to purchase up to an additional \$50,000 in Incentive Shares at \$5.00/share, or 10,000 additional shares of Common Stock. The Warrant Exercise Period for the Incentive Shares shall be three (3) years from the date of investment, and the Exercise Price shall be \$5/share. <i>Warrants are not being offered separately for sale under this Offering.</i>

Minimum Investor Amount:	\$50,000 subject to adjustment in the Company’s sole discretion. The Company reserves the right to reject any proposed investment in part or in its entirety in their sole discretion. No assurance can be given that each Purchaser that wishes to participate in the Offering will be able to do so, or to do so at the level at which such Purchaser desires.
Exemption:	Rule 506(c) of Regulation D under the Securities Act of 1933, as amended (the “ Securities Act ”).
Offering Deadline:	The Offering will end twelve (12) months from the first date of the Offering or September 30, 2025; <i>provided</i> the Company may extend the Offering Deadline in its sole discretion.
Use of Proceeds:	The proceeds will be used to advance the Company’s late-stage drug development program, including clinical trials preparations, and regulatory filings, and general corporate purposes, including fees and expenses associated with this Offering. The Company has sole discretion to alter the use of proceeds set forth above to adhere to the Company’s business plan and liquidity requirements as well as for other reasons. See ‘ <i>Use of Proceeds</i> ’ for more information.
Purchase Procedures:	To purchase, prospective Investors will be required to electronically deliver to the Company a fully completed, dated, and signed copy of the Subscription Agreement through the Platform together with any (i) exhibits and (ii) documents requested by the Company and its agents for the purpose of satisfying the Company’s accreditation, customer identification, and due diligence obligations prior to the Offering Deadline and send full payment of any consideration to the Company. The Company reserves the right to reject any proposed investment in part or in its entirety in their sole discretion. Once accepted by the Company, purchases are irrevocable.
Voting Rights:	The Securities will have voting rights, which carry one vote per share. See ‘ <i>The Offering and the Securities</i> ’ for more information.
Dividend Rights:	The Investor is entitled, as a holder of the Securities, to receive dividends proportionally in accordance with Investor’s ownership percentage, in the event the Company declares a dividend. To date, no such dividends have been made. The decision-making process regarding dividends rests entirely with the Board of Directors and will be contingent on a range of factors, including the Company’s financial standing and capital requirements. There can be no assurance that the Company will elect to declare dividends.
Other:	This Summary of Key Terms is intended as an outline of certain of the material terms of the Subscription Agreement and the issuance of the Securities and does not purport to summarize all of the conditions, covenants, representations, warranties and other provisions that are contained in the Subscription Agreement.

COMPANY OVERVIEW

This Company overview should be read in conjunction with the more detailed information and financial data appearing elsewhere in this Memorandum and exhibits hereto. Some of the information contained herein is based upon or derived from information provided by third-party consultants, advisors, and other industry sources. We cannot guarantee the accuracy of such information and have not independently verified the assumptions on which projections of future trends and performance are based.

The Company

MID-ATLANTIC BIOTHERAPEUTICS, INC. (“Company”, “MID-ATLANTIC” or “MABT”) is a privately held, Clinical-Stage Biotech Company. The Company was formed on June 30, 2011, as a Delaware corporation. The Company’s headquarters are at 3805 Old Easton Road, Doylestown, PA 18902.

The Company’s website is <https://mabt.us>. The information available on or through our website is not a part of this Memorandum. In making an investment decision with respect to our Securities, you should only consider the information contained in this Memorandum.

A description of our products, services, and business plan can be found on the Company’s profile page available on the Platform under <https://capitalengine.io/project/611> (the “Deal Page”). You should view the Deal Page at the time you consider making an investment commitment.

Business Overview

The Company is comprised of a team of Ph.D. and M.D. industry veterans with many decades of combined experience & expertise in drug discovery, development, and commercialization (sales and marketing). The founders have decades of experience regarding infectious diseases (vaccines & treatments) and central nervous system (CNS) disorders. MABT was founded in 2011 with the mission of eradicating life-threatening infectious diseases using a transformative technology platform called IMT504. IMT504 is a short, single strand oligodeoxynucleotide (ODN) that safely and effectively harnesses the body’s own immune response to fight off infections that would otherwise be difficult or impossible to treat. This revolutionary type of immune system-based therapy is called “immunotherapy”. In addition, we have exclusive access to a powerful Artificial Intelligence/Machine Learning (AI/ML)-driven computational and X-ray crystallography platform to discovery new CNS treatments, targeting a protein called USP30. USP30 is a critical protein involved in maintaining mitochondrial health, and its aberrant activation has been implicated in medically important CNS disorders like Parkinson’s Disease and Alzheimer’s Disease, as well as a number of other potential CNS disorders. The USP30 program is at the drug discovery stage, and we expect to utilize a portion of this financing to rapidly accelerate the program.

We are a pharmaceutical company with a primary focus on the clinical development and commercialization of a novel anti-infective therapeutic approach, which is immunotherapy for infectious diseases. We are actively creating a revolutionary treatment paradigm for viral diseases, such as rabies and COVID-19. Rabies is one of the deadliest diseases in the world, with a nearly 100% fatality rate once the virus reaches the brain (rabies encephalitis) and, unfortunately, there are currently no effective treatment interventions for rabies encephalitis. Our late-stage rabies program, headlined by our lead compound IMT504, has received Orphan Drug Designation (ODD) in the US for a rabies encephalitis treatment and we are preparing for pivotal clinical trials. A successful trial could lead to rapid FDA approval and qualification for the valuable Priority Review Voucher (PRV) and near-term revenue generation. PRVs can be sold to other institutions, with PRV sales averaging over \$100M of non-dilutive cash.

Our scientific and medical focus is infectious diseases (vaccines & treatments) and CNS disorders (e.g., rabies, Alzheimer’s and Parkinson’s Disease). We have identified several new technologies and businesses to partner with or acquire and will seek separate funding to pursue these transactions. Fundamentally, we are opportunistic in our evaluation of new strategies and approaches and are not strongly biased toward or against any particular approach as long as there is a significant medical need and commercial market.

MABT's current mission is to advance our proprietary therapy technology, IMT504, to clinical testing in late-stage rabies and to accelerate our CNS program deeper into preclinical testing. We are close to a medical breakthrough with a treatment for rabies encephalitis and are concentrating on developing next generation vaccines for COVID-19 and influenza, and novel treatments for Alzheimer's and Parkinson's Diseases.

Our Clinical-Stage Technology

The Company's most advanced, clinical-stage technology, IMT504, is a novel oligodeoxynucleotide immunotherapy that has shown robust results in numerous animal safety and efficacy models, as well as in humans. Recent data suggest that IMT504 could be a highly effective therapy for addressing rabies and COVID-19. Additional exciting data suggests that the IMT504 platform could be an effective treatment for other diseases too. Our IMT504 technology platform creates a very rapid, safe and effective immune system response by activating B-cells, T-cells and natural killer (NK) cells. We have completed numerous preclinical studies, and have clinical data in other indications, demonstrating the safety and efficacy of IMT504 in different diseases.

Intellectual Property and Market Exclusivity

The Company has two main areas of IP, our clinical-stage rabies program using IMT504 and our earlier USP30 program. While the patents for IMT504 have expired, we still have extensive know how and trade secrets that we retain within the Company, and, importantly, we have secured **seven (7) years of market exclusivity** here in the US due to receiving Orphan Drug Designation (ODD). Once we secure funding from this round, we also plan to file for ODD in Europe, which, if secured, would entitle us to ten (10) years of market exclusivity.

We have identified potential USP30 inhibitors but have not yet filed for new patent protection until we further develop them and have a broader selection of molecules to protect. Our patent filing strategy will include composition of matter patents, method of use patents, formulation patents, and manufacturing/process patents so that we can build an adequate wall of protection around our most promising molecules for this important drug target.

License Transactions

The Company currently has two active license agreements in place with Curative Biotechnology (CUBT) for our lead rabies program, as well as for our COVID-19 vaccine program. The Company is owed contingent payments for both programs totaling approximately \$25 million that will become active accounts receivable upon CUBT raising enough capital to fund each program. As of the date of this Memorandum, CUBT has raised no money for either program thus, neither license agreement is currently generating revenue to the Company. We may elect to terminate either or both agreements, and are entitled to do so, however, if we find better terms or can create better value for the Company and our shareholders by pursuing one or both programs on our own.

Competitive Landscape

To our knowledge, we are the only company working on a clinical-stage therapy for rabies encephalitis. If we are successful in clinical testing, we may become the first and only company to provide a treatment for this terrible disease. As stated above, we also have seven (7) years of market exclusivity in the US from the Orphan Drug Designation (ODD) and we expect to file for ODD in Europe, which would provide ten (10) years of market exclusivity there.

For our USP30 program targeting CNS disorders, we are well positioned to participate in this area as, to our knowledge, there is currently only one company, Mission Therapeutics, who is conducting clinical (human) testing of USP30 inhibitors. We are aware that other companies may be working on USP30 inhibitors, but we are confident that by using the novel AI/ML computational chemistry/structural biology platform mentioned above, that we can rapidly accelerate our discovery and development activities once we secure adequate funding.

DIRECTORS, OFFICERS, MANAGERS, AND KEY PERSONS

The directors, officers, managers, and key persons of the Company are listed below along with all positions and offices held at the Company and their principal occupation.

David Horn, M.D., F.A.C.P., F.I.D.S.A. (CEO & Founder):

Dr. Horn brings over 30 years of research & clinical expertise in infectious diseases. He has held senior positions at Bristol-Myers Squibb, Merck, Thomas Jefferson University, and continues to serve as an Industry Consultant. David is a board-certified physician in internal medicine and infectious diseases, and he is an expert in clinical development and medical affairs. Dr. Horn completed his fellowship training in infectious diseases at Brown University, Providence, RI. He is also a fellow of the American College of Physicians and a fellow of the Infectious Diseases Society of America. Dr. Horn has authored or co-authored numerous publications concerning fungal diseases, bacterial infections, HIV infection and AIDS, tuberculosis, medical informatics, and sepsis.

Dave Jobes, Ph.D. (President & Founder):

Dr. Jobes brings over 25 years of research and business development expertise in the healthcare and pharmaceutical industry. Dr. Jobes received his Ph.D. in cell and molecular biology from Tulane University and completed a postdoctoral and research fellowship at the National Institutes of Health (NIH). Dr. Jobes has held numerous senior-level research and/or business development positions at a range of biotech companies and is co-founder of three of them. Dr. Jobes is a well-published scientist (27 peer-reviewed publications and 3 book chapters) and successful business development executive and consultant, having completed >\$500M in transactions (buy and sell side).

Jean-Pierre (JP) Gagnon, Ed.D. (Senior VP of Operations & Founder): Dr. Gagnon has over 35 years of executive experience in U.S. and International Sales & Marketing, Commercial (P&L) Operations (including President – Merck Mexico). During his career at Merck, Dr. Gagnon was the architect for the launches of several multi-billion-dollar brands in the US and led large commercial organizations in Canada, US, and Latin America. Dr. Gagnon led the launches, and the commercialization of the most successful vaccines and anti-infective brands created by Merck over the last 25 years. In 2013, he graduated with a doctoral degree in Global Business Leadership from the University of Pennsylvania (in collaboration with the Wharton Business School and Thunderbird University). Over the years, Dr. Gagnon has developed an extensive global network of thought leaders, business leaders, human and animal health experts, practitioners, and academicians.

Board of Directors

Michael Goldblatt, Ph.D., J.D.

Michael Goldblatt was Chief Executive Officer of Functional Genetics, a biotechnology company, until 2013 when its assets were acquired by Elanco, its collaboration partner. Dr. Goldblatt joined Functional Genetics in 2003, after his appointment as Director of Defense Sciences at the Defense Advanced Research Projects Agency (DARPA). Part of his DARPA responsibilities included creating the foundational efforts to make biology a future historical strength for the Department of Defense by leveraging biology to enhance defense systems and human performance enhancement. Prior to his work with the Department of Defense, Dr. Goldblatt was the Science and Technology Officer for the McDonald's Corporation with broad responsibilities, including nutrition, product development, food safety and corporate venture capital. In addition to a variety of public service activities, Dr. Goldblatt serves on the boards of a number of aspiring technology and venture startups and maintains membership in the Washington D.C. and U.S. Patent Bars. Michael received his J.D. and Ph.D. from the University of California at Davis and a B.A. from Reed College.

Julian Chick, Ph.D.

Dr. Chick has over 25 years of experience in the biotechnology and medical technology sectors, as well as 10 years in investment banking. He has worked with both public and private companies, bringing a number of technologies from discovery to market, as well as experience in capital raisings, company restructuring, licensing, business development and M&A transactions. He has a Ph.D. from La Trobe University / Oxford University. Dr. Chick has held senior executive roles and directorships at several Australian and international life science companies, both listed and private, including Avexa Ltd (ASX:AVX), Opyl Ltd (ASX:OPL) and Admedus Ltd (ASX:AHZ).

Andrew Katz, O.D.

Dr. Katz is a health care provider and entrepreneur for over 35 years, with experience in private practice, hospital-based practice at the federal level and a consultant to the New York State prison system. Additionally, he was an early investor in Regeneron Pharmaceuticals in the early 2000's.

David Horn, M.D., F.A.C.P., F.I.D.S.A. (CEO & Founder):

(See above)

Dave Jobs, Ph.D. (President & Co-Founder):

(See above)

Jean-Pierre Gagnon, Ed.D. (Senior VP of Operations and Co-Founder):

(See above)

Corporate Counsel

Art Fillmore, J.D.

Arthur Fillmore focuses his practice on mergers and acquisitions, corporate finance, commercial transactions, securities law, capital formation, and international law. Within his 40-year career he has represented both privately held and publicly held companies, start-ups and small businesses in a variety of transactions. Those transactions include but are not limited to mergers, sales, purchase and financing. Arthur is credited with developing a legal practice dedicated to both representing and negotiating on behalf of, client financing with commercial banks, private equity funds, health care providers, venture capital funds, and angel investors (see <https://www.fillmorebizlaw.com/> for more details).

Indemnification

Indemnification is authorized by the Company to directors, officers or controlling persons acting in their professional capacity pursuant to Delaware law. Indemnification includes expenses such as attorney's fees and, in certain circumstances, judgments, fines and settlement amounts actually paid or incurred in connection with actual or threatened actions, suits or proceedings involving such person, except in certain circumstances where a person is adjudged to be guilty of gross negligence or willful misconduct, unless a court of competent jurisdiction determines that such indemnification is fair and reasonable under the circumstances.

RISK FACTORS

Prospective investors in the Securities of the Company and the Offering should carefully consider the following risk factors before making an investment. An investment in the Company's Securities involves a high degree of risk and should be regarded as speculative. You must be prepared to bear the economic risk of holding our Securities for an indefinite period of time and be able to withstand a total loss of your investment. No inference should be drawn as to the magnitude of any particular risk from its position in the overall risk factor presentation. You should carefully consider the risks and uncertainties described below before deciding whether to purchase the Company's Common Stock and consult your own legal, tax, and financial advisors with respect thereto. The risks and uncertainties described below are not the only ones the Company faces. If any of the following risks actually occur, the Company's results of operations could be negatively impacted, the Company's business could be harmed, the value of the Company's Securities could decline, and you may lose all or part of your investment. You should consider investing in the Company's Common Stock only if you understand these considerations and risks, as well as all other considerations and risks presented in this Memorandum, and if you can afford the loss of all or any portion of your entire investment.

Risks Relating to this Offering

Neither the Offering nor the Securities have been registered under federal or state securities laws.

State and federal securities laws are complex, and the Company could potentially be found to have not complied with all relevant state and federal securities law in prior offerings of securities.

The U.S. Securities and Exchange Commission does not pass upon the merits of the Securities or the terms of the Offering, nor does it pass upon the accuracy or completeness of any Offering document or literature.

The Company's management may have broad discretion in how the Company uses the net proceeds of the Offering.

The Price of the Securities and Other Terms of this Offering Have Been Arbitrarily Determined.

The Company has the right to limit individual Investor commitment amounts.

The Securities are being offered pursuant to an exemption from registration under the Securities Act of 1933, as amended.

Because the Offering is not subject to the sale of a minimum offering amount, subscription proceeds will be available for use by us as soon as we receive funds and accept such subscriptions.

The Offering involves substantial fees & expenses.

We have not paid, and have no current plans to pay, cash dividends or other distributions.

Investment in the Securities involves significant risk and there can be no assurance of an initial public offering or any other liquidity event.

Risks Relating to the Securities

An investment in the Issuer's shares of Common Stock could result in a loss of your entire investment.

The Securities will not be freely tradable under the Securities Act until one year from when the securities are issued. Although the Securities may be tradable under federal securities law, state securities regulations may apply, and each Investor should consult with their attorney.

The Securities have no protective provisions.

The Securities may be significantly diluted as a consequence of subsequent equity financings.

There is no present market for the Securities, and we have arbitrarily set the price based on a valuation paid for by the Company.

In the event of the dissolution or bankruptcy of the Issuer, Investors will not be treated as debt holders and therefore are unlikely to recover any proceeds.

There is no guarantee of a return on an Investor's investment.

Risks Relating to Our Business and Industry

We have a limited operating history upon which you can evaluate our performance, and accordingly, our prospects must be considered in light of the risks that any new company encounters.

Global crises and geopolitical events, including without limitation, events such as COVID-19 can have a significant effect on our business operations and revenue projections.

The amount of capital the Company is attempting to raise in this Offering may not be enough to sustain the Company's current business plan.

We may face potential difficulties in obtaining capital.

We may implement new lines of business or offer new products and services within existing lines of business.

We rely on other companies to provide components and services for our product candidates.

We rely on various intellectual property rights, including trademarks and trade secrets, in order to operate our business.

Our business could be negatively impacted by cyber security threats, attacks and other disruptions.

Security breaches of confidential customer information, in connection with our electronic processing of credit and debit card transactions, or confidential employee information may adversely affect our business.

The use of individually identifiable data by our business, our business associates, and third parties is regulated at the state, federal and international levels.

The Company's success depends on the experience and skill of the board of directors, its executive officers and key employees.

Although dependent on certain key personnel, the Company does not have any key person life insurance policies on any such people.

In order for the Company to compete and grow, it must attract, recruit, retain and develop the necessary personnel who have the needed experience.

The development and commercialization of our products is highly competitive.

Damage to our reputation could negatively impact our business, financial condition and results of operations.

The Company is not subject to Sarbanes-Oxley regulations and may lack the financial controls and procedures of public companies. Our limited operating history may make it difficult for us to accurately forecast our operating results.

We will require substantial additional financing to achieve our goals, and a failure to obtain this necessary capital when needed could force us to delay, limit, reduce or terminate our product development or commercialization efforts.

Clinical development involves a lengthy and expensive process with uncertain outcomes, and results of earlier studies and trials may not be predictive of future clinical trial results. Our clinical trials may fail to demonstrate adequately the safety and efficacy, which would prevent or delay regulatory approval and commercialization.

If we encounter difficulties enrolling patients in our clinical trials, our clinical development activities could be delayed or otherwise adversely affected.

Clinical trials are expensive, time-consuming and difficult to design and implement.

We rely and will rely on third parties to conduct our clinical trials. If these third parties do not successfully carry out their contractual duties or meet expected deadlines, we may not be able to obtain regulatory approval of or commercialize our product candidates.

Our operating results may fluctuate significantly, which makes our future operating results difficult to predict and could cause our operating results to fall below our guidance expectations.

Risks Related to Government Regulation

The FDA regulatory approval process is lengthy and time-consuming, and we may experience significant delays in the clinical development and regulatory approval of our product candidates.

Obtaining and maintaining regulatory approval of our product candidates in one jurisdiction does not mean that we will be successful in obtaining regulatory approval of our product candidates in other jurisdictions.

Even if we receive regulatory approval of our product candidates, we will be subject to ongoing regulatory obligations and continued regulatory review, which may result in significant additional expense, and we may be subject to penalties if we fail to comply with regulatory requirements or experience unanticipated problems with our product candidates.

Coverage and reimbursement may be limited or unavailable in certain market segments for our product candidates, which could make it difficult for us to sell our product candidates profitably.

Recently enacted and future legislation may increase the difficulty and cost for us to obtain marketing approval of and commercialize our product candidates and affect the prices we may obtain.

Our future relationships with customers and third-party payors in the United States and elsewhere may be subject, directly or indirectly, to applicable anti-kickback, fraud and abuse, false claims, transparency, health information privacy and security and other healthcare laws and regulations, which could expose us to criminal sanctions, civil penalties, contractual damages, reputational harm, administrative burdens and diminished profits and future earnings.

We are subject to the environmental laws and potential exposure to environmental liabilities.

Risks Related to Our Intellectual Property

From time to time, we may need to license patents, intellectual property and proprietary technologies from third parties, which may be difficult or expensive to obtain.

Intellectual property litigation is increasingly common and increasingly expensive and may result in restrictions on our business and substantial costs, even if we prevail.

Changes in patent law, including recent patent reform legislation, could increase the uncertainties and costs surrounding the prosecution of our patent applications and the enforcement or defense of our issued patents.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage.

If we are unable to protect our intellectual property rights or if our intellectual property rights are inadequate for our technology and product candidates, our competitive position could be harmed.

Third parties may initiate legal proceedings alleging that we are infringing their intellectual property rights, the outcome of which would be uncertain and could harm our business.

We may not be able to protect our intellectual property rights throughout the world.

Some jurisdictions may require us to grant licenses to third parties. Such compulsory licenses could be extended to include some of our product candidates, which may limit our potential revenue opportunities.

Patent terms may be inadequate to protect our competitive position on our products for an adequate amount of time, and our product candidates for which we intend to seek approval as biologic products may face competition sooner than anticipated.

We may become involved in lawsuits to protect or enforce our intellectual property, which could be expensive, time consuming and unsuccessful and have a material adverse effect on the success of our business.

We may be subject to claims by third parties asserting that employees or we have misappropriated their intellectual property or claiming ownership of what we regard as our own intellectual property.

Intellectual property rights do not necessarily address all potential threats to our competitive advantage. If we are unable to protect the confidentiality of our proprietary information and know-how, the value of our technology and products could be adversely affected.

IN ADDITION TO THE RISKS LISTED ABOVE, RISKS AND UNCERTAINTIES NOT PRESENTLY KNOWN, OR WHICH WE CONSIDER IMMATERIAL AS OF THE DATE OF THIS MEMORANDUM, MAY ALSO HAVE AN ADVERSE EFFECT ON OUR BUSINESS AND RESULT IN THE TOTAL LOSS OF YOUR INVESTMENT. THUS, THE FOREGOING LIST OF RISK FACTORS DOES NOT PURPORT TO BE A COMPLETE ENUMERATION OR EXPLANATION OF THE RISKS INVOLVED IN AN INVESTMENT IN THE COMPANY. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN LEGAL, TAX AND FINANCIAL ADVISERS BEFORE DECIDING TO INVEST IN THE COMPANY. IN ADDITION, AS THE COMPANY'S BUSINESS PLAN DEVELOPS AND CHANGES OVER TIME, AN INVESTMENT IN THE COMPANY MAY BE SUBJECT TO ADDITIONAL AND DIFFERENT RISK FACTORS. THE SECURITIES SHOULD ONLY BE PURCHASED BY PERSONS WHO CAN AFFORD TO LOSE ALL OF THEIR INVESTMENT.

CAPITALIZATION, DEBT, AND OWNERSHIP

Common Stock

The Issuer's authorized capital stock consists of fifty million (50,000,000) shares of Common Stock, par value \$0.0001 per share (the "Common Stock" or "Securities").

As of the date of this Memorandum, there are 15,221,959 shares of Common Stock outstanding, excluding 459,962 shares of Common Stock underlying dilutive securities consisting of 210,000 stock options which are granted, fully vested and exercisable at \$5 per share, 47,220 shares of Common Stock underlying warrants exercisable at \$5 per share and 202,742 shares of Common Stock underlying a convertible promissory note and convertible at \$5 per share. Further the Company's 2019 Equity Incentive Plan¹ (the "Plan" or "Option Plan") provides for awards of up to 2,500,000 shares of Common Stock, provided that awards granted under Plan shall not exceed ten percent (10%) of the number of then outstanding shares. As of the date of this Memorandum there are 1,312,196 securities remaining available for future issuance under the Plan.

Type	Common Stock
Amount Outstanding	15,221,959
Outstanding on a fully-diluted basis (including shares of Common Stock reserved and issuable under the Option Plan prior to the Offering, Options granted, Warrants issued, and Convertible Debt – see tables below for breakdown)	16,994,117
Par Value Per Share	\$0.0001
Voting Rights	1 vote per share
Anti-Dilution Rights	None ²
Percentage ownership of the Company by the holders of Common Stock (on a fully diluted basis)	100%* *89.57% are currently issued and outstanding See tables below for breakdown of Warrants, Options, and Convertible Debt.

¹ The Option Plan was adopted by the Board of Directors on July 15, 2019. 2,500,000 shares of Common Stock are reserved for issuance under the Plan, subject to a cap on Option Grants at 10% of Common Stock outstanding at time of Grant issue.

² The Company may issue additional shares of Common Stock at a later date. The issuance of such additional shares of Common Stock would be dilutive and could adversely affect the value of the Securities.

Warrants

As of the date of this Memorandum, the Company has issued the following Warrants to Purchase Common Stock:

Type	Common Stock
Shares Issuable Upon Exercise	47,220
Voting Rights	The holders of Warrants are not entitled to vote. Upon Exercise, each share of Common Stock is entitled to 1 vote.
Percentage ownership of the Company by the holders of Warrants (on a fully diluted basis, assuming Exercise prior to the Offering).	0.28%

Options

As of the date of this Memorandum, the Company has allocated the following shares of Common Stock to the Option Plan, subject to a cap on Option Grants (“**Option Cap**”) at 10% of Common Stock outstanding at the time of issue. The Company has issued the following Option Grants:

Type	Common Stock
Shares of Common Stock reserved for the Option Pool and currently available for grant under the Option Plan	2,500,000 Reserved for Option Pool 1,312,196 Available for Grant
Shares of Common Stock issuable upon Exercise of current Option Grants	210,000 ³
Voting Rights	The holders of Options are not entitled to vote. Upon Exercise, each share of Common Stock is entitled to 1 vote.
Percentage ownership of the Company by the holders of current Option Grants (on a fully-diluted basis, assuming Exercise prior to the Offering).	1.24%
Percentage ownership of the Company represented by all shares reserved for the Option Pool and available for grant pursuant to the Option Cap (on a fully diluted basis, assuming Exercise prior to the Offering).	7.72%

³ Represents ten-year Options granted to officers, directors and consultants at \$5.00 per share expiring between April 13, 2030, and January 1, 2034.

Convertible Promissory Note

As of the date of this Memorandum, the Company has the following outstanding debt:

Type	Convertible Promissory Note from the Company's CEO and Founder
Principal Amount Outstanding	\$1,013,708
Interest Rate and Amortization Schedule	6%
Description of Collateral	Unsecured
Shares of Common Stock issuable upon Exercise of Conversion (excluding accrued and unpaid interest)	202,742
Conversion Deadline/Maturity Date	December 31, 2028
Percentage ownership of the Company by the holder (on a fully-diluted basis, excluding accrued and unpaid interest, assuming Exercise of Conversion prior to the Offering).	1.19%

Ownership

The following table lists, as of September 30, 2024, the number of shares of common stock beneficially owned by each holder of twenty percent (20%) or more of the outstanding Common Stock. A person is deemed to be a beneficial owner of a security if that person directly or indirectly has or shares voting power, which includes the power to vote or direct the voting of the security, or investment power, which includes the power to dispose or direct the disposition of the security. The person is also deemed to be a beneficial owner of any security of which that person has a right to acquire beneficial ownership within 60 days. Except as noted below, each person has sole voting and investment power with respect to the shares beneficially owned.

Name of Beneficial Owner	Amount and Percentage of Beneficial Ownership	
	Shares of Common Stock	Percentage Ownership⁴
David Horn, M.D. Chief Executive Officer and Director	9,408,565 ⁵	60.88%
David Jobes, PhD President and Director	4,180,637 ⁶	27.41%

⁴ Percentage ownership is calculated based upon the outstanding shares as of September 30, 2024, including any dilutive securities available for issuance within 60 days have been issued on an individual basis.

⁵ Includes 968,482 shares of Common Stock held by the Irrevocable Deed of Trust of David Horn. Ann Marie Horn, spouse of David Horn is the Trustee. Includes 30,000 exercisable stock options at \$5 per share. Includes 202,742 shares of common stock available for issue underlying the outstanding principal balance of a convertible note exercisable at \$5.00 per share.

⁶ Includes 30,000 currently exercisable stock options at \$5 per share.

THE OFFERING AND THE SECURITIES

The Offering

The Company is offering up to a maximum amount of \$5,000,000 (the “**Maximum Offering Amount**”) of Common Stock (the “**Common Stock**”, or “**Securities**”) at an offering price of five dollars (\$5) per share of Common Stock to Investors (the “**Purchase Price**”), on a best-efforts basis as described in this Memorandum (this “**Offering**”). Investors in Common Stock at higher levels will also receive, but are not purchasing, Warrants to purchase additional shares of Common Stock (“**Incentive Shares**”) as follows: (i) investments of \$250,000-\$500,000 will receive Warrants for Incentive Shares equal to 10% of the number of Common shares purchased by such investor in this Offering; (ii) investments of \$500,001-\$1,000,000 will receive Warrants for Incentive Shares equal to 15% of the number of Common shares purchased by such investor in this Offering; and (iii) investments >\$1,000,000 will receive Warrants for Incentive Shares equal to 20% of the number of Common shares purchased by such investor in this Offering. By way of example only, for an investment of up to \$500,000, an investor shall receive a Warrant to purchase up to an additional \$50,000 in Incentive Shares at \$5.00/share, or 10,000 additional shares of Common Stock. The Warrant Exercise Period for the Investment Shares shall be three (3) years from the date of investment, and the Exercise Price shall be \$5/share. *Warrants are not being offered separately for sale under this Offering.* The Offering will end twelve (12) months from the date of the Offering or September 30, 2025 (the “**Offering Deadline**”), *provided* the Company may extend the Offering Deadline one or more times at its sole discretion.

There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities. Subscription proceeds will be available for use by the Company as soon as the Company receives the funds and accepts such subscriptions.

The price of the Securities was determined by the Board of Directors, and no guarantee is made as to the Company’s asset value, net worth, revenues, or other established criteria of value, and should not be considered indicative of the actual value of the Securities. A valuation of the Company was performed by an independent third party in February 2024, which estimated the fair market value of the Company at \$74.4 million as of January 1, 2024. All current Option Grants, Warrants, and Convertible Notes have an Exercise price of \$5.00 per share.

The minimum amount that an Investor may invest in the Offering is \$50,000 (the “**Minimum Investor Amount**”).

The Securities

We request that you please review this Memorandum, and the Subscription Agreement attached as **Exhibit B**, in conjunction with the following summary information.

Dividends and/or Distributions

The Securities entitle Investors to any dividends that the Company may issue in the future, proportionally in accordance with their ownership shares, as and when declared by the Company's management. To date, no such dividends have been made. The decision-making process regarding dividends rests entirely with the management team and will be contingent on a range of factors, including the Company's financial standing and capital requirements.

Voting and Control

The Securities will have voting rights, which carry one vote per share.

Anti-Dilution Rights

The Securities do not have anti-dilution rights, which means that future equity issuances and other events will dilute the ownership percentage that the Investor may eventually have in the Company.

Restrictions on Transfer

Due to the fact that the Securities have not been registered under the Securities Act or other applicable securities laws and are being sold in reliance upon an exemption from registration afforded under the Securities Act, there are restrictions on their transferability or resale by an Investor. Any transfer, sale, or other disposition of the Securities requires the prior written consent of the Company, and any transfer must comply with the Securities Act, including any available exemptions from registration under the Securities Act. While Rule 144 under the Securities Act provides an exemption from registration under the Securities Act in connection with the resale of limited amounts of the Securities in certain circumstances, the exemption under Rule 144 may not be available to Investors because the Company does not now, and does not intend in the future, to make available the public information required by Rule 144. Additionally, a trading market for the Securities may not develop sufficiently to satisfy the “broker’s transactions” requirement of Rule 144. In the absence of the availability of Rule 144, any disposition of the Securities will require registration or compliance with an exemption from the Securities Act and applicable state securities laws. The Company is not obligated to register for sale under either federal or state securities laws the Securities purchased pursuant hereto, and the issuance of the Securities is being undertaken pursuant to Rule 506(c) of Regulation D under the Securities Act. Each prospective Investor should proceed on the assumption that they alone must bear the economic risks of the investment for an indefinite period.

In addition to securities laws restrictions on transfers, any transfers of shares will require prior written consent of the Company.

FINANCIAL DATA

Please see the financial information attached hereto as Exhibit A.

USE OF PROCEEDS

The gross proceeds to the Company from the sale of the Securities offered hereby are estimated to be \$5,000,000. If less than \$5,000,000 of Securities are actually sold in this Offering, the proceeds will be correspondingly diminished. The net proceeds from this Offering will be used for the purposes which the Company's management deems to be in the Company's interests in order to address changed circumstances or opportunities. As a result of the foregoing, the Company's success will be substantially dependent upon the Company's management's discretion and judgment with respect to application and allocation of the net proceeds of this Offering. The Company may choose to use the proceeds in a manner with which you do not agree, and you will have no recourse.

We are offering the Securities on a “best efforts” basis with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities. Subscription proceeds will be available for use by us as soon as we receive the funds and accept such subscriptions.

The Company has engaged Capital Engine to provide certain platform and hosting services, including executing and delivering evidence of the Subscription Agreements sold in this Offering to each Investor and the use of their funding platform. The Company has agreed to pay Capital Engine a one-time listing and licensing fee of \$5,000 to use the Platform. The Company has also agreed to pay Mallory Capital Group, LLC, a subsidiary of Capital Engine, a fee equal to ten percent (10%) of the gross proceeds from the Securities issued to Investors pursuant to the Offering, the (the “**Cash Commission**”) at the time of closing. Mallory Capital Group, LLC is a registered Broker Dealer (CRD#: 108486). The Company will pay all fees and expenses in connection with this Offering from the proceeds of the Offering including, but not limited to, marketing, legal, accounting, and other consultant fees.

The Company has the sole discretion to alter the use of proceeds set forth above to adhere to the Company's business plan and liquidity requirements, as well as for other reasons.

- (1) We will use these proceeds to accelerate the development of our USP30 program, as well as to initiate clinical development activities like drafting of the clinical protocol, investigators brochure, IND activities and related documentation to allow us to proceed to a rabies clinical trial at a future date.
- (2) We will use these proceeds to fund general operations as well as to prepare the necessary documents to move toward an IPO on a US stock exchange.
- (3) We will use these proceeds to pay for the full-time employees in the company, as well as any necessary consultants or contractors.

ANTI-MONEY LAUNDERING

The USA PATRIOT Act	What is money laundering?	How big is the problem and why is it important?
The USA PATRIOT Act is designed to detect, deter and punish terrorists in the United States and abroad. The Act imposes anti-money laundering requirements on brokerage firms and financial institutions. Since April 24, 2002, all United States brokerage firms have been required to have comprehensive anti-money laundering programs in effect.	Money laundering is the process of disguising illegally obtained money so that the funds appear to come from legitimate sources or activities. Money laundering occurs in connection with a wide variety of crimes, including illegal arms sales, drug trafficking, robbery, fraud, racketeering and terrorism.	The use of the United States financial system by criminals to facilitate terrorism or other crimes could taint our financial markets. According to the United States State Department estimate puts the amount of worldwide money laundering activity at \$1 trillion a year.

Patriot Act; Anti-Money Laundering; OFAC.

Each Purchaser should check the Office of Foreign Assets Control (“**OFAC**”) website at <http://www.treas.gov/ofac> before making the following representations. Each Purchase shall be required to make the following representations and warranties in the applicable purchase agreement:

- a) The Purchaser represents that (i) no part of the funds used by the Purchaser to acquire the Securities or to satisfy his/her capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non- United States laws or regulations, including anti-money laundering laws and regulations, and (ii) no capital commitment, contribution or payment to the Company by the Purchaser and no distribution to the Purchaser shall cause the Company to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum or any other agreement, to the extent required by any anti-money laundering law or regulation, the Company may prohibit capital contributions, restrict distributions or take any other reasonably necessary or advisable action with respect to the Securities, and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.
- b) U.S. federal regulations and executive orders administered by OFAC prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The lists of OFAC prohibited countries, territories, persons and entities can be found on the OFAC website at <http://www.treas.gov/ofac>. In addition, the programs administered by OFAC (the “**OFAC Programs**”) prohibit dealing with individuals⁷ or entities in certain countries regardless of whether such individuals or entities appear on the OFAC lists.
- c) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a country, territory, individual or entity named on an OFAC list, or a person or entity prohibited under the OFAC Programs. Please be advised that the

⁷ These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

Company may not accept any amounts from a prospective subscriber if such prospective subscriber cannot make the representation set forth in this paragraph. The Purchaser agrees to promptly notify the Company should the Purchaser become aware of any change in the information set forth in these representations. The Purchaser understands and acknowledges that, by law, the Company may be obligated to “freeze the account” of the Purchaser, either by prohibiting additional subscriptions from the Purchaser, declining any redemption requests and/or segregating the assets in the account in compliance with governmental regulations, and any broker may also be required to report such action and to disclose the Purchaser’s identity to OFAC. The Purchaser further acknowledges that the Company may, by written notice to the Purchaser, suspend the redemption rights, if any, of the Purchaser if the Company reasonably deems it necessary to do so to comply with anti-money laundering regulations applicable to the Company or any broker or any of the Company’s other service providers. These individuals include specially designated nationals, specially designated narcotics traffickers and other parties subject to OFAC sanctions and embargo programs.

- d) To the best of the Purchaser’s knowledge, none of: (1) the Purchaser; (2) any person controlling or controlled by the Purchaser; (3) if the Purchaser is a privately-held entity, any person having a beneficial interest in the Purchaser; or (4) any person for whom the Purchaser is acting as agent or nominee in connection with this investment is a senior foreign political figure⁸, or any immediate family⁹ member or close associate¹⁰ of a senior foreign political figure, as such terms are defined in the footnotes below.
- e) If the Purchaser is affiliated with a non-U.S. banking institution (a “**Foreign Bank**”), or if the Purchaser receives deposits from, makes payments on behalf of, or handles other financial transactions related to a Foreign Bank, the Purchaser represents and warrants to the Company that: (1) the Foreign Bank has a fixed address, other than solely an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities; (2) the Foreign Bank maintains operating records related to its banking activities; (3) the Foreign Bank is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities; and (4) the Foreign Bank does not provide banking services to any other Foreign Bank that does not have a physical presence in any country and that is not a regulated affiliate.
- f) The Purchaser acknowledges that, to the extent applicable, the Company will seek to comply with the Foreign Account Tax Compliance Act provisions of the U.S. Internal Revenue Code and any rules, regulations, forms, instructions or other guidance issued in connection therewith (the “**FATCA Provisions**”). In furtherance of these efforts, the Purchaser agrees to promptly deliver any additional documentation or information, and updates thereto as applicable, which the Company may request in order to comply with the FATCA Provisions. The Purchaser acknowledges and agrees that, notwithstanding anything to the contrary contained in this Memorandum, any side letter or any other agreement, the failure to promptly comply with such requests, or to provide such additional information, may result in the withholding of amounts with respect to, or other limitations on, distributions made to the Purchaser and such other reasonably necessary or advisable action by the Company with respect to the Securities (including, without limitation, required withdrawal), and the Purchaser shall have no claim, and shall not pursue any claim, against the Company or any other person in connection therewith.

⁸ A “senior foreign political figure” is defined as a senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned corporation. In addition, a “senior foreign political figure” includes any corporation, business or other entity that has been formed by, or for the benefit of, a senior foreign political figure.

⁹ “Immediate family” of a senior foreign political figure typically includes the figure’s parents, siblings, spouse, children and in-laws.

¹⁰ A “close associate” of a senior foreign political figure is a person who is widely and publicly known to maintain an unusually close relationship with the senior foreign political figure and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the senior foreign political figure.

PLAN OF DISTRIBUTION

“Best efforts” Offering

We are offering the Securities on a “best efforts” basis with no prescribed minimum. There is no minimum aggregate sale of Securities required for the Company to begin accepting and closing sales of Securities; subscription proceeds will be available for use by the Company as soon as the Company accepts such subscriptions and receives funds.

Sale and placement of the Securities

The Company has engaged Capital Engine to provide certain platform and hosting services, including executing and delivering evidence of the Subscription Agreements sold in this Offering to each Investor and the use of their funding platform. The Company has agreed to pay Capital Engine a one-time listing and licensing fee of \$5,000 to use the Platform. The Company has also agreed to pay Mallory Capital Group, LLC, a subsidiary of Capital Engine, a fee equal to ten percent (10%) of the gross proceeds from the Securities issued to Investors pursuant to the Offering (the “Cash Commission”) at the time of closing. Mallory Capital Group, LLC is a registered Broker Dealer (CRD#: 108486).

Purchaser Qualifications

Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (see ‘*Risk Factors*’); and (ii) the Securities are not transferable. This Offering is being made as a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

This Offering is limited solely to Purchasers who are “accredited investors” as defined in Regulation D. Please see ‘*Suitability of Investment*’ for more information regarding Purchaser eligibility and qualifications.

You must also represent in writing that you are purchasing the Securities for your own account and not for the account of others and not with a view to reselling or distributing Securities.

Sale Procedures

In order to purchase the Securities, each Investor will be required to electronically deliver to the Company, through the Platform, a fully completed, dated, and signed copy of the Subscription Agreement together with any (i) exhibits and (ii) documents requested by the Company and its agents, including the Platform and its representatives, for the purpose of satisfying the Company’s and the Platform’s accreditation, customer identification and due diligence obligations prior to the Offering Deadline, according to the Company’s procedures as outlined on the Platform.

Investors will not be provided wire instructions until completion of the Platform’s know your customer (KYC), anti-money laundering (AML), and Reg BI policies, as well as verification of accredited investor status, after which Investors may send full payment of any consideration to the Company.

The Company reserves the right to reject any proposed investment in part or in its entirety in their sole discretion, in which case, the applicable prospective Investor’s funds will be returned without interest or deductions. Investment commitments are not binding on the Company until they are accepted by the Company. Once accepted by the Company, subscriptions are irrevocable.

We will hold an initial closing on any number of Securities at any time during the Offering after we have received notification of approval when we and the Platform determine, and thereafter may hold one or more additional closings until we determine to cease having any additional closings during the Offering. We will close on proceeds based upon the order in which they are received. We will consider various factors in determining the timing of any additional closings following the initial closing, including the amount of proceeds received at the initial closing and any prior additional closings.

If an Investor makes an investment commitment under a name that is not their legal name, they may be unable

to redeem their Security indefinitely, and the Company is not required to correct any errors or omissions made by the Investor.

SUITABILITY OF INVESTMENT

Each Purchaser will be required to represent that such Purchaser's overall commitment to investments which are not readily marketable is not disproportionate to such Purchaser's net worth, and that such Purchaser's investment in the Company will not cause such overall commitment to become excessive; that such Purchaser can sustain a complete loss of such Purchaser's investment in the Securities and has limited need for liquidity in such Purchaser's investment in the Securities; and that such Purchaser has evaluated the risks of investing in the Securities.

The Company may reject a Purchaser for any reason in its sole and absolute discretion. If a Purchaser is rejected, any payment remitted by the Purchaser will be returned without interest. Only persons of adequate financial means who have no need for present liquidity with respect to this investment should consider purchasing the Securities offered hereby because: (i) an investment in the Securities involves a number of significant risks (See '*Risk Factors*'); and (ii) no market for the Securities or the purchase rights contained therein, and none is likely to develop in the reasonably foreseeable future. This Offering is intended to be a private offering that is exempt from registration under the Securities Act and applicable state securities laws.

We may also request any documentation or other information regarding an Investor and its beneficial owners, if applicable, in connection with the disqualification provisions under Rule 506(d) of Regulation D under the Act, which may prohibit us from relying on the Rule 506 offering exemption if an Investor or one or more of an Investor's significant equity holders has had a disqualifying event as described in Rule 506(d).

THE BELOW SUITABILITY STANDARDS REPRESENT MINIMUM REQUIREMENTS, AND NEITHER THE SATISFACTION OF SUCH STANDARDS BY A PROSPECTIVE PURCHASER NOR THE ACCEPTANCE BY THE COMPANY OF A PROSPECTIVE PURCHASER'S SUBSCRIPTION NECESSARILY MEANS THAT THE SECURITIES ARE A SUITABLE INVESTMENT FOR THE PURCHASER. THE FINAL DETERMINATION AS TO THE SUITABILITY OF AN INVESTMENT IN THE COMPANY CAN BE MADE ONLY BY A PROSPECTIVE PURCHASER AND HIS OR HER ADVISORS, IF ANY.

We are offering the Securities only to persons who are "accredited investors" as defined in Rule 501(a) of Regulation D of the Securities and Exchange Act of 1933, as amended.

As so defined, "accredited investors" include any person who meets any one of the following categories:

- Directors, executive officers, and general partners of the issuer or of a general partner of the issuer under Rule 501(a)(4);
- Individuals who have a net worth exceeding \$1,000,000 (excluding the value of the individual's primary residence), either alone or with their spouse or spousal equivalent under Rule 501(a)(5);
- Individuals who had an income in excess of \$200,000 in each of the two most recent years, or joint income with the individual's spouse or spousal equivalent in excess of \$300,000 in each of those years, and have a reasonable expectation of reaching the same income level in the current year under Rule 501(a)(6);
- Individuals holding in good standing one or more professional certifications or designations or credentials from an accredited educational institution that the Commission has designated as qualifying an individual for accredited investor status under Rule 501(a)(10), such credentials being Securities

Offerings Representative license (Series 82), and/or the Investment Adviser Representative license (Series 65);

- Individuals who are “knowledgeable employees,” as defined in Rule 3c-5(a)(4) under the Investment Company Act of 1940 (the “Investment Company Act”), of the private- fund issuer of the securities being offered or sold under Rule 501(a)(11);
- Individuals who are “family clients,” under Rule 501(a)(13), which cross references the definition in Rule 202(a)(11)(G)-1 of the Advisers Act, of a “family office” meeting the requirements in Rule 501(a)(12);
- Banks; savings and loan associations; brokers or dealers registered pursuant to Section 15 of the Exchange Act; insurance companies; SEC- and state-registered investment advisers; small business investment companies; rural business investment companies; investment companies registered under the Investment Company Act; business development companies as defined in Section 2(a)(48) of the Investment Company Act; employee benefit plans (within the meaning of the Employee Retirement Income Security Act of 1974 (“ERISA”)) if a bank, savings and loan association, insurance company, or registered investment adviser makes the investment decisions; or a self-directed plan, with investment decisions made solely by persons that are accredited investors under Rule 501(a)(1);
- Private business development companies as defined in Section 202(a)(22) of the Advisers Act under Rule 501(a)(2);
- Entities in which all of the equity owners are accredited investors under Rule 501(a)(8);
- Entities that are “family clients,” under Rule 501(a)(13), which cross references the definition in Rule 202(a)(11)(G)-1 of the Advisers Act of a “family office” meeting the requirements in Rule 501(a)(12);
- Plans established and maintained by a state, its political subdivisions, or any agency or instrumentality of a state or its political subdivisions, for the benefit of its employees, if such plan has total assets in excess of \$5,000,000;
- Employee benefit plans (within the meaning of ERISA) with total assets in excess of \$5,000,000;
- Tax exempt charitable organizations, corporations, Massachusetts or similar business trusts, partnerships, or limited liability companies not formed for the specific purpose of acquiring the securities offered, with total assets in excess of \$5,000,000 under (Rule 501(a)(3))”);
- Trusts with total assets in excess of \$5,000,000, not formed for the specific purpose of acquiring the securities offered, the purchases of which are directed by a person who meets the legal standard of having sufficient knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of the prospective investment under Rule 501(a)(7);
- Any entity, of a type not listed in Rules 501(a)(1), (2), (3), (7), or (8), not formed for the specific purpose of acquiring the securities offered, owning investments in excess of \$5,000,000 under Rule 501(a)(9); and
- Entities that are “family offices,” under Rule 501(a)(12), which cross references the definition in Rule 202(a)(11)(G)-1 of the Advisers Act, meeting the requirements of Rule 501(a)(12)..

The term “net worth” means the excess of total assets over total liabilities, exclusive of the value of your primary residence net of any mortgage debt and other liens. In determining income, you should add to your adjusted gross income any amounts attributable to tax-exempt income received, losses claimed as a limited partner in any limited partnership, deductions claimed for depreciation, contributions to an IRA or Keogh retirement plan, alimony payments and any amount by which income from long-term capital gains had been reduced in arriving at adjusted gross income.

You will be required to represent to the Company in writing that you are an accredited investor under Regulation D, as described above, and will also be required to provide certain documentation in support of such representation. In addition to the foregoing requirement, you must also represent in writing that you are acquiring the Securities for your own account and not for the account of others and not with a view to resell or distribute such securities. You hereby agree to deliver to the Company, through the Platform, such other information as to certain matters under the Act and as the Company may reasonably request in order to ensure compliance with such Act and the availability of any exemption thereunder. In addition, you may be required to provide written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant that such person or entity has taken reasonable steps to verify that you are accredited. In lieu of or in addition to such a letter, we may also verify that you are accredited, including but not limited to by requesting one or more of the following from you: (i) Internal Revenue Service forms that report your income for the last two years (including Form W-2, Form 1099, Schedule K-1 to Form 1065, and Form 1040) and a written representation from the Investor that he or she has a reasonable expectation of reaching the income level necessary to qualify as an accredited investor during the current year; and/or (ii) documentation disclosing your assets and liability which is dated within three months prior to the date of this Memorandum, including but not limited to bank statements, brokerage statements and other statements of securities holdings, certificates of deposit, tax assessments, appraisal reports issued by independent third parties, and a credit report from at least one of the nationwide consumer reporting agencies, as well as a written representation that all liabilities necessary to make a determination of net worth have been disclosed.

Documentation Required for Verification of Accredited Investor Status

In accordance with Regulation D, Rule 506(c), all investors must provide documentation to verify their accredited investor status. The following documentation will be required:

- **Income Verification:** For individuals qualifying based on annual income, investors must provide copies of IRS forms that report income, such as W-2s, 1099s, or tax returns for the past two years, along with a written statement that they have a reasonable expectation of reaching the same income level in the current year.
- **Net Worth Verification:** For individuals qualifying based on net worth, investors must provide documentation dated within the past three months, which may include:
 - Bank statements
 - Brokerage statements and other statements of securities holdings
 - Certificates of deposit
 - Tax assessments
 - Appraisal reports issued by independent third parties
 - A written representation from the investor stating all liabilities necessary to make a determination of net worth
- **Professional Certification:** For individuals qualifying based on holding a Series 7, 65, or 82 license, investors must provide:
 - The license number and a statement that the license is in good standing.
- **Third-Party Verification:** Investors can alternatively provide a written confirmation from a registered broker-dealer, an SEC-registered investment adviser, a licensed attorney, or a certified public accountant who has taken reasonable steps to verify that the investor is an accredited investor within the past three months.

Non-Accredited Investors Prohibition Disclosure

This Offering is strictly limited to accredited investors as defined under Regulation D, Rule 506(c). Non-accredited investors are not permitted to participate in this Offering. Any subscription received from a non-accredited investor will be rejected, and any funds received will be promptly returned.

Use of AML and Accredited Investor Verification Services

To streamline the verification process, we will utilize the AML and accredited investor verification services provided by the Platform. The Platform integrates verification solutions within its payment processing system, ensuring that all investors meet the necessary regulatory requirements before their investments are accepted.

CERTAIN UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS

Set forth below is a discussion, in summary form, of certain United States federal income tax consequences relating to an investment in a Securities and the acquisition, ownership and disposition of the Securities. This summary does not attempt to present all aspects of the United States federal income tax laws or any state, local or foreign laws that may affect an investment in the Securities. In particular, foreign investors, financial institutions, insurance companies, tax-exempt entities, investors subject to the alternative minimum tax and other investors of special status must consult with their own professional tax advisors regarding a prospective investment. This summary is general in nature and should not be construed as tax advice to any prospective investor. No ruling has been or will be requested from the Internal Revenue Service (the “**IRS**”) and no assurance can be given that the IRS will agree with the tax consequences described in this summary. The following discussion assumes that each prospective Investor will acquire Securities as a capital asset (generally, property held for investment).

This description is based on the U.S. Internal Revenue Code of 1986, as amended, (the “**Code**”), existing, proposed and temporary U.S. Treasury Regulations and judicial and administrative interpretations thereof, in each case as available on the date hereof. All of the foregoing is subject to change, which change could apply retroactively and could affect the tax consequences described below.

The following discussion is limited to prospective investors who are “United States Persons” within the meaning of the Code.

EACH PROSPECTIVE PURCHASER SHOULD CONSULT WITH ITS OWN TAX ADVISER IN ORDER TO FULLY UNDERSTAND THE UNITED STATES FEDERAL, STATE, LOCAL AND FOREIGN INCOME TAX CONSEQUENCES OF AN INVESTMENT IN THE SECURITIES. NO FORMAL OR LEGAL TAX ADVICE IS HEREBY GIVEN TO ANY PROSPECTIVE PURCHASER.

EACH PURCHASER SHOULD SEEK, AND MUST DEPEND UPON, THE ADVICE OF HIS OR HER TAX ADVISOR WITH RESPECT TO THEIR INVESTMENT, AND EACH PURCHASER IS RESPONSIBLE FOR THE FEES OF SUCH ADVISOR. NOTHING IN THIS MEMORANDUM IS OR SHOULD BE CONSTRUED AS LEGAL OR TAX ADVICE TO A PURCHASER. PURCHASERS SHOULD BE AWARE THAT THE IRS MAY NOT AGREE WITH ALL TAX POSITIONS TAKEN BY THE COMPANY AND THAT CHANGES TO THE CODE OR THE REGULATIONS OR RULINGS THEREUNDER OR COURT DECISIONS AFTER THE DATE OF THIS MEMORANDUM MAY CHANGE THE ANTICIPATED TAX TREATMENT TO A PURCHASER. THE COMPANY WILL NOT OBTAIN ANY RULING FROM THE IRS WITH REGARD TO THE TAX CONSEQUENCES OF AN INVESTMENT IN THE SECURITIES.

TO ENSURE COMPLIANCE WITH TREASURY DEPARTMENT CIRCULAR 230, PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY INVESTORS FOR THE PURPOSE OF AVOIDING PENALTIES THAT MAY BE IMPOSED ON SUCH INVESTORS UNDER THE CODE; (B) SUCH DISCUSSION IS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF INVESTMENTS IN THE COMPANY; AND (C) PROSPECTIVE

INVESTORS SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

THE TAX TREATMENT OF THE SECURITIES, THE PURCHASE RIGHTS CONTAINED THEREIN AND THE SECURITY DISTRIBUTION IS UNCERTAIN AND THERE MAY BE ADVERSE TAX CONSEQUENCES FOR INVESTORS UPON CERTAIN FUTURE EVENTS. AN INVESTMENT PURSUANT TO THE SECURITIES PURSUANT THERETO MAY RESULT IN ADVERSE TAX CONSEQUENCES TO PURCHASERS, INCLUDING WITHHOLDING TAXES, INCOME TAXES AND TAX REPORTING REQUIREMENTS. EACH PURCHASER SHOULD CONSULT WITH AND MUST RELY UPON THE ADVICE OF ITS OWN PROFESSIONAL TAX ADVISORS WITH RESPECT TO THE UNITED STATES AND NON-TAX TREATMENT OF AN INVESTMENT IN THE SECURITIES AND THE RIGHTS CONTAINED THEREIN.

WHERE YOU CAN FIND MORE INFORMATION

In this Offering, each prospective Purchaser accepts the responsibility for conducting its own due diligence investigation and consulting with its own professional advisors in connection with their investment. Prospective Purchasers and their advisors are invited to ask us questions concerning the Company, the Subscription Agreement, the terms of this Offering and such other matters as the prospective Purchasers and their advisors deem pertinent in connection with this investment. We will use reasonable efforts to respond fully to such questions and to supply all information (other than confidential information) available to us that the prospective Purchasers or their advisors' request.

EXHIBIT A

Notice: The accompanying unaudited financial statements have been prepared solely by Management and have not been subject to a review by an independent registered accounting firm, or by a certified accountant. As a result, investors are cautioned that these unaudited management prepared financial statements may not have been prepared in accordance with the suggested guidelines contained in the Financial Reporting Manual prepared by the Staff of the Securities and Exchange Commission Division of Corporation Finance or in compliance with Generally Accepted Accounting Standards (GAAP) as provided by the Financial Accounting Standards Board (FASB). These unaudited, management prepared financial statements are for informational purposes only and are subject to restatements, revisions and updates as may be determined by Management and their retained professional advisors from time to time.

Financial Data

Mid-Atlantic BioTherapeutics, Inc.

Balance Sheet

As of March 31, 2024

	Total
ASSETS	
Current Assets	
Bank Accounts	
Cash on hand	210.51
Silicon Valley Checking	440.72
Total Bank Accounts	\$ 651.23
Other Current Assets	
Investment in Prosper Animal Health	88,738.18
Payroll Tax Receivable	434.98
Total Other Current Assets	\$ 89,173.16
Total Current Assets	\$ 89,824.39
Fixed Assets	
Intangible Assets	
Accumulated Amortization	(17,883.00)
Total Intangible Assets	\$ 5,694.00
Total Fixed Assets	\$ 5,694.00
Other Assets	
Total Other Assets	\$ 0.00
TOTAL ASSETS	\$ 95,518.39

Financial Data
(continued)

Mid-Atlantic BioTherapeutics, Inc.
Balance Sheet
As of March 31, 2024

	Total
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
David Horn Short-Term Loan Payable	966,358.01
Due to David Horn LLC	54,000.00
Total Other Current Liabilities	\$ 1,020,358.01
Total Current Liabilities	\$ 1,020,358.01
Total Liabilities	\$ 1,020,358.01
Equity	
Additional Paid-In Capital	1,700,805.28
Common Stock	74.72
Distributions	0.00
Retained Earnings	(2,584,874.90)
Net Income	(40,844.72)
Total Equity	\$(924,839.62)
TOTAL LIABILITIES AND EQUITY	\$ 95,518.39

Financial Data
(continued)

Mid-Atlantic BioTherapeutics, Inc.
Profit and Loss
July 2023 - March 2024

	Total
Income	
Total Income	\$ 0.00
Gross Profit	\$ 0.00
Expenses	
Accounting	6,654.40
Insurance	9,820.00
Legal & Professional Services	2,310.99
Meals & Entertainment	4.00
Mileage	117.92
Neurilo - Legal & Professional Fees	10,500.00
Neurilo - Research & Development	10,000.00
Office Supplies & Software	329.88
Parking	75.80
Payroll Expenses	(434.98)
Payroll Processing Fee	661.50
Taxes & Licenses	750.00
Travel	53.71
Tolls	1.50
Total Travel	\$ 55.21
Total Expenses	\$ 40,844.72
Net Operating Income	\$ (40,844.72)
Net Income	\$ (40,844.72)

EXHIBIT B

Form of Subscription Agreement

MID-ATLANTIC BIOTHERAPEUTICS, INC.

Subscription Agreement

THIS OFFERING IS BEING MADE PURSUANT TO RULE 506(c) OF REGULATION D PROMULGATED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”) AND THE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED IN RELIANCE UPON EXEMPTIONS FROM REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH LAWS. THE SECURITIES MAY NOT BE SOLD, TRANSFERRED, PLEDGED, OR HYPOTHECATED EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS OR AN OPINION OF COUNSEL ACCEPTABLE TO THE ISSUER TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED. HEDGING TRANSACTIONS INVOLVING THE SECURITIES MAY NOT BE CONDUCTED UNLESS IN COMPLIANCE WITH THE SECURITIES ACT.

THE SECURITIES HAVE NOT BEEN APPROVED, DISAPPROVED OR RECOMMENDED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR ANY OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THIS OFFERING OR THE ACCURACY OR ADEQUACY OF THE CONTENT OF THE SUBSCRIPTION AGREEMENT AND ANY ATTACHMENTS THERETO. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

THE PURCHASE OF THE SECURITIES INVOLVES A HIGH DEGREE OF RISK AND SHOULD BE CONSIDERED ONLY BY PERSONS WHO CAN BEAR THE RISK OF THE LOSS OF THEIR ENTIRE INVESTMENT.

The Board of Directors of
MID-ATLANTIC BIOTHERAPEUTICS, INC.

Ladies and Gentlemen:

The undersigned understands that MID-ATLANTIC BIOTHERAPEUTICS, INC., a corporation organized under the laws of Delaware (the “**Company**”), is offering shares of its Common Stock, par value \$0.0001 per share (the “**Securities**”) in a private placement up to a maximum offering amount of \$5,000,000 (the “**Offering**”). This Offering is made pursuant to the Offering Memorandum, dated September 30, 2024, and any other relevant documents (collectively, the “**Offering Documents**”), all as more particularly described and set forth in the Offering Documents. The undersigned further understands that the Offering is being made without registration of the Securities under the Securities Act of 1933, as amended (the “**Securities Act**”), or any securities law of any state of the United States or of any other jurisdiction and is being made only to “accredited investors” (as defined in Rule 501 of Regulation D under the Securities Act). The Company Offering would be done on the Capital Engine platform at <https://capitalengine.io/project/611> (“**Platform**”).

1. Subscription. Subject to the terms and conditions hereof and the provisions of the Offering Documents, the undersigned hereby irrevocably subscribes for the Securities set forth in Appendix A hereto for the aggregate purchase price set forth in Appendix A, which is payable as described in Section 4 hereof and as per the directions of the landing page on the Platform. The undersigned acknowledges that the Securities will be subject to restrictions on transfer as set forth in this subscription agreement (the “**Subscription Agreement**”). No person may subscribe for the Securities in the Offering after the deadline as specified in the Offering Documents and on the landing page of the Platform (the “**Offering Deadline**”).

2. Acceptance of Subscription and Issuance of Securities. Upon receipt by the Company of (i) the executed Subscription Agreement, (ii) the Purchase Price, (iii) any other documents or information requested by the Company for the purpose of satisfying accreditation obligations, Investor's purchase will be considered for acceptance by the Company. It is understood and agreed that the Company shall have the sole right, at its complete discretion, to accept or reject this subscription, in whole or in part, for any reason and that the same shall be deemed to be accepted by the Company only when it is signed by a duly authorized officer of the Company and delivered to the undersigned at the Closing referred to in Section 3 hereof. Subscriptions need not be accepted in the order received, and the Securities may be allocated among subscribers at the sole discretion of the Company. Notwithstanding anything in this Subscription Agreement to the contrary, the Company shall have no obligation to issue any of the Securities to any person who is a resident of a jurisdiction in which the issuance of Securities to such person would constitute a violation of the securities, "blue sky" or other similar laws of such jurisdiction (collectively referred to as the "**State Securities Laws**").

3. The Closing. The closing of the purchase and sale of the Securities (the "**Closing**") shall take place on the Platform, at the dates and times as set out in the Offering Documents. Closing is conditioned upon satisfaction of all the following conditions:

(a) prior to the Offering Deadline, the Company shall have received aggregate subscriptions for the Securities in an aggregate investment amount of at least the Minimum Investor Amount (as such term is defined in the Offering Documents);

(b) at the time of the Closing, the Company shall have received into the escrow account established by the Company and the escrow agent in cleared funds, and is accepting, subscriptions for the Securities having an aggregate investment amount of at least the Minimum Investor Amount (as such term is defined in the Offering Documents); and

(c) the representations and warranties of the Company contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made as of the Closing.

4. Payment for Securities. Payment for the Securities shall be received into the escrow account established by the Company and the escrow agent in cleared funds, in the amount as set forth in Appendix A hereto. The Company shall deliver certificates representing the Securities to the undersigned at the Closing bearing an appropriate legend referring to the fact that the Securities were sold in reliance upon an exemption from registration under the Securities Act.

5. Representations and Warranties of the Company. As of the Closing, the Company represents and warrants that:

(a) Corporate Power. The Company has been duly incorporated as corporation under the laws of State of Delaware and, has all requisite legal and corporate power and authority to conduct its business as currently being conducted and to issue and sell the Shares to the undersigned pursuant to this Agreement.

(b) Enforceability. This Agreement, 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 (a) 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 (b) as limited by laws relating to the availability of specific performance, injunctive relief, or other equitable remedies.

(c) Valid Issuance. The Securities, when issued, sold and delivered in accordance with the terms and for the consideration set forth in this Agreement and the Offering Documents, will be validly issued, fully paid and non-assessable and free of restrictions on transfer other than restrictions on transfer arising under this Agreement, the Certificate of Incorporation, as amended and/or restated from time to time,

the certificate of designation in relation to the Securities, and Bylaws of the Company, or under applicable state and federal securities laws and liens or encumbrances created by or imposed by a subscriber.

(d) Authorization. The execution, delivery and performance by the Company of this instrument is within the power of the Company and, other than with respect to the actions to be taken when equity is to be issued to Investor, has been duly authorized by all necessary actions on the part of the Company. This instrument constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights generally and general principles of equity. The Company is not in violation of (i) its current charter or bylaws; (ii) any material statute, rule or regulation applicable to the Company; or (iii) any material indenture or contract to which the Company is a party or by which it is bound, where, in each case, such violation or default, individually, or together with all such violations or defaults, could reasonably be expected to have a material adverse effect on the Company or its operations.

(e) Operation. The performance and consummation of the transactions contemplated by this instrument do not and will not: (i) violate any material judgment, statute, rule or regulation applicable to the Company; (ii) result in the acceleration of any material indenture or contract to which the Company is a party or by which it is bound; or (iii) result in the creation or imposition of any lien upon any property, asset or revenue of the Company or the suspension, forfeiture, or nonrenewal of any material permit, license or authorization applicable to the Company, its business or operations.

(f) Consents. No consents, waivers, registrations, qualifications or approvals are required in connection with the execution, delivery and performance of this Agreement and the transactions contemplated hereby, other than: (i) the Company's corporate, board and/or shareholder approvals which have been properly obtained, made or effected, as the case may be, and (ii) any qualifications or filings under applicable securities laws.

(g) Securities Matters. The Company is not subject to the requirement to file reports pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934. The Company is not an investment company, as defined in Section 3 of the Investment Company Act of 1940 and is not excluded from the definition of investment company by Section 3(b) or Section 3(c) of that Act.

(h) Transfer Agent. The Company has engaged a transfer agent registered with the SEC to act as the sole registrar and transfer agent for the Company with respect to the Subscription Agreement.

(i) No Bad Actor. No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "Disqualification Event") is applicable to the Company or, to the Company's knowledge, any Company Covered Person, except for a Disqualification Event as to which Rule 506(d)(2)(ii-iv) or (d)(3), is applicable. "Company Covered Person" means, with respect to the Company as an "issuer" for purposes of Rule 506, any "Person" in the categories listed in the first paragraph of Rule 506(d)(1).

6. Representations and Warranties of the Undersigned. The undersigned hereby represents and warrants to and covenants with the Company that:

(a) General.

(i) The undersigned has all requisite authority (and in the case of an individual, the capacity) to purchase the Securities, enter into this Subscription Agreement and to perform all the obligations required to be performed by the undersigned hereunder, and such purchase will not contravene any law, rule, or regulation binding on the undersigned or any investment guideline or restriction applicable to the undersigned.

(ii) The undersigned is a resident of the state set forth on the signature page hereto and is not acquiring the Securities as a nominee or agent or otherwise for any other person.

(iii) The undersigned will comply with all applicable laws and regulations in effect in any jurisdiction in which the undersigned purchases or sells Securities and obtain any consent, approval or permission required for such purchases or sales under the laws and regulations of any jurisdiction to which the undersigned is subject or in which the undersigned makes such purchases or sales, and the Company shall have no responsibility therefor.

(b) Information Concerning the Company.

(i) The undersigned has received, reviewed and understands all of the Offering Documents. The undersigned has not been furnished any offering literature other than the Offering Documents, and the undersigned has relied only on the information contained therein.

(ii) The undersigned understands and accepts that the purchase of the Securities involves various risks, including the risks outlined in the Offering Documents and in this Subscription Agreement. The undersigned represents that it is able to bear any loss associated with an investment in the Securities.

(iii) The undersigned confirms that it is not relying on any communication (written or oral) of the Company or any of its affiliates, as investment or tax advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Documents or otherwise by the Company or any of its affiliates shall not be considered investment or tax advice or a recommendation to purchase the Securities, and that neither the Company nor any of its affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company nor any of its affiliates has made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority to invest in the Securities.

(iv) The undersigned is familiar with the business and financial condition and operations of the Company, all as generally described in the Offering Documents. The undersigned has had access to such information concerning the Company and the Securities as it deems necessary to enable it to make an informed investment decision concerning the purchase of the Securities.

(v) The undersigned understands that, unless the undersigned notifies the Company in writing to the contrary at or before the Closing, each of the undersigned's representations and warranties contained in this Subscription Agreement will be deemed to have been reaffirmed and confirmed as of the Closing, considering all information received by the undersigned.

(vi) The undersigned acknowledges that the Company has the right in its sole and absolute discretion to abandon this private placement at any time prior to the completion of the offering. This Subscription Agreement shall thereafter have no force or effect, and the Company shall return the previously paid subscription price of the Securities, without interest thereon, to the undersigned.

(vii) The undersigned understands that no federal or state agency has passed upon the merits or risks of an investment in the Securities or made any finding or determination concerning the fairness or advisability of this investment.

(c) Non-Reliance.

(i) The undersigned confirms that it is not relying and will not rely on any communication (written or oral) of the Company, Platform, the escrow agent, or any of their

respective affiliates, as investment advice or as a recommendation to purchase the Securities. It is understood that information and explanations related to the terms and conditions of the Securities provided in the Offering Documents or otherwise by the Company, Platform or any of their respective affiliates shall not be considered investment advice or a recommendation to purchase the Securities, and that neither the Company, Platform nor any of their respective affiliates is acting or has acted as an advisor to the undersigned in deciding to invest in the Securities. The undersigned acknowledges that neither the Company, Platform nor any of their respective affiliates have made any representation regarding the proper characterization of the Securities for purposes of determining the undersigned's authority or suitability to invest in the Securities.

(ii) The undersigned represents that it is not relying on (and will not at any time rely on) any communication (written or oral) of the Company, as investment advice or as a recommendation to purchase the Securities, it being understood that information and explanations related to the terms and conditions of the Securities and the other transaction documents that are described in the Offering Documents shall not be considered investment advice or a recommendation to purchase the Securities.

(iii) The undersigned confirms that the Company has not (A) given any guarantee or representation as to the potential success, return, effect or benefit (either legal, regulatory, tax, financial, accounting or otherwise) of an investment in the Securities or (B) made any representation to the undersigned regarding the legality of an investment in the Securities under applicable legal investment or similar laws or regulations. In deciding to purchase the Securities, the undersigned is not relying on the advice or recommendations of the Company and the undersigned has made its own independent decision that the investment in the Securities is suitable and appropriate for the undersigned.

(d) Status of Undersigned.

(i) The undersigned has such knowledge, skill and experience in business, financial and investment matters that the undersigned is capable of evaluating the merits and risks of an investment in the Securities. With the assistance of the undersigned's own professional advisors, to the extent that the undersigned has deemed appropriate, the undersigned has made its own legal, tax, accounting, and financial evaluation of the merits and risks of an investment in the Securities and the consequences of this Subscription Agreement. The undersigned has considered the suitability of the Securities as an investment in light of its own circumstances and financial condition and the undersigned is able to bear the risks associated with an investment in the Securities, and it is authorized to invest in the Securities.

(ii) The undersigned is an "accredited investor" as defined in Rule 501(a) under the Securities Act. The undersigned agrees to furnish any additional information requested by the Company, Platform, or any of their affiliates to assure compliance with applicable U.S. federal and state securities laws in connection with the purchase and sale of the Securities and shall submit to the Company or Platform such further information and documents to confirm and verify such status as may be reasonably requested by the Company or Platform.

(iii) The undersigned is not (i) a citizen or resident of a geographic area in which the subscription of or holding of the Subscription Agreement and the underlying securities is prohibited by applicable law, decree, regulation, treaty, or administrative act, (ii) a citizen or resident of, or located in, a geographic area that is subject to U.S. or other applicable sanctions or embargoes, or (iii) an individual, or an individual employed by or associated with an entity, identified on the U.S. Department of Commerce's Denied Persons or Entity List, the U.S. Department of Treasury's Specially Designated Nationals List, the U.S. Department of State's Debarred Parties List or other applicable sanctions lists. The undersigned hereby

represents and agrees that if the undersigned's country of residence or other circumstances change such that the above representations are no longer accurate, the undersigned will immediately notify the Company. The undersigned further represents and warrants that it will not knowingly sell or otherwise transfer any interest in the Subscription Agreement or the underlying securities to a party subject to U.S. or other applicable sanctions.

(iv) If the undersigned is a corporate entity: (i) such corporate entity is duly incorporated, validly existing and in good standing under the laws of the state of its incorporation, and has the power and authority to enter into this Subscription Agreement; (ii) the execution, delivery and performance by the undersigned of the Subscription Agreement is within the power of the undersigned and has been duly authorized by all necessary actions on the part of the Investor; (iii) to the knowledge of the undersigned, it is not in violation of its current charter or bylaws, any material statute, rule or regulation applicable to the undersigned; and (iv) the performance of this Subscription Agreement does not and will not violate any material judgment, statute, rule or regulation applicable to the undersigned; result in the acceleration of any material indenture or contract to which the undersigned is a party or by which it is bound, or otherwise result in the creation or imposition of any lien upon the subscription Amount.

(e) Restrictions on Transfer or Sale of Securities.

(i) The undersigned is acquiring the Securities solely for the undersigned's own beneficial account, for investment purposes, and not with a view to, or for resale in connection with, any distribution of the Securities. The undersigned understands that the Securities have not been registered under the Securities Act or any State Securities Laws by reason of specific exemptions under the provisions thereof which depend in part upon the investment intent of the undersigned and of the other representations made by the undersigned in this Subscription Agreement. The undersigned understands that the Company is relying upon the representations and agreements contained in this Subscription Agreement (and any supplemental information provided by the undersigned to the Company or Platform) for the purpose of determining whether this transaction meets the requirements for such exemptions.

(ii) The undersigned understands that the Securities are "restricted securities" under applicable federal securities laws and that the Securities Act and the rules of the U.S. Securities and Exchange Commission (the "**Commission**") provide in substance that the undersigned may dispose of the Securities only pursuant to an effective registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act, and the undersigned understands that the Company has no obligation or intention to register any of the Securities or the offering or sale thereof, or to take action so as to permit offers or sales pursuant to the Securities Act or an exemption from registration thereunder (including pursuant to Rule 144 thereunder). Accordingly, the undersigned understands that under the Commission's rules, the undersigned may dispose of the Securities only in "private placements" which are exempt from registration under the Securities Act, in which event the transferee will acquire "restricted securities," subject to the same limitations that apply to the Securities in the hands of the undersigned. Consequently, the undersigned understands that the undersigned must bear the economic risks of the investment in the Securities for an indefinite period of time.

(iii) The undersigned agrees: (A) that the undersigned will not sell, assign, pledge, give, transfer, or otherwise dispose of the Securities or any interest therein, or make any offer or attempt to do any of the foregoing, unless the transaction is registered under the Securities Act and complies with the requirements of all applicable State Securities Laws, or the transaction is exempt from the registration provisions of the Securities Act and all applicable requirements of State Securities Laws; (B) that the certificates representing the Securities will bear a legend making reference to the foregoing restrictions; and (C) that the

Company and its affiliates shall not be required to give effect to any purported transfer of such Securities, except upon compliance with the foregoing restrictions.

7. **HIGH RISK INVESTMENT.** **THE UNDERSIGNED UNDERSTANDS THAT AN INVESTMENT IN THE SHARES INVOLVES A HIGH DEGREE OF RISK.** The undersigned acknowledges that (a) any projections, forecasts or estimates as may have been provided to the undersigned are purely speculative and cannot be relied upon to indicate actual results that may be obtained through this investment; any such projections, forecasts and estimates are based upon assumptions which are subject to change and which are beyond the control of the Company or its management; (b) the tax effects which may be expected by this investment are not susceptible to absolute prediction, and new developments and rules of the Internal Revenue Service (the “IRS”), audit adjustment, court decisions or legislative changes may have an adverse effect on one or more of the tax consequences of this investment; and (c) the undersigned has been advised to consult with his own advisor regarding legal matters and tax consequences involving this investment.

8. **Conditions to Obligations of the Undersigned and the Company.** The obligations of the undersigned to purchase and pay for the Securities specified in Appendix A and of the Company to sell those Securities, are subject to the satisfaction at or prior to the Closing of the following conditions precedent: the representations and warranties of the Company contained in Section 5 hereof and of the undersigned contained in Section 6 hereof shall be true and correct as of the Closing in all respects with the same effect as though such representations and warranties had been made on and as of the Closing.

9. **Indemnification.** The undersigned acknowledges that the Company and its founders, officers, directors, employees, agents, and affiliates are relying on the truth and accuracy of the foregoing representations and warranties in offering Shares for sale to the undersigned without having first registered the issuance of the Shares under the Securities Act or the securities laws of any state. The undersigned also understands the meaning and legal consequences of the representations and warranties in this Subscription Agreement, and the undersigned agrees to indemnify and hold harmless the Company its founders, officers, directors, employees, agents (including legal counsel), and affiliates from and against any and all loss, damage or liability, including costs and expenses (including reasonable attorneys’ fees), due to or arising out of a breach of any such representations or warranties or any failure, or alleged failure, to fulfill any covenants or agreements contained in this Subscription Agreement.

10. **Obligations Irrevocable.** Following the Closing, the obligations of the undersigned shall be irrevocable. The Company and Platform, and each of their respective affiliates and agents, are each hereby authorized and instructed to accept and execute any instructions in respect of the Shares given by the undersigned in written or electronic form. Platform may rely conclusively upon and shall incur no liability in respect of any action taken upon any notice, consent, request, instructions or other instrument believed in good faith to be genuine or to be signed by properly authorized persons of the undersigned.

11. **Legend.** The certificates representing the Securities sold pursuant to this Subscription Agreement will be imprinted with a legend in substantially the following form:

“THE SECURITIES EVIDENCED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. THE SECURITIES MAY NOT BE OFFERED, SOLD, PLEDGED, OR OTHERWISE TRANSFERRED EXCEPT (1) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OR (2) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE STATE SECURITIES LAWS AND THE SECURITIES LAWS OF OTHER JURISDICTIONS, AND IN THE CASE OF A TRANSACTION EXEMPT FROM REGISTRATION, UNLESS THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSACTION DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT OR SUCH OTHER APPLICABLE LAWS.”

12. **Waiver, Amendment.** Neither this Subscription Agreement nor any provisions hereof shall be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom any waiver, change, discharge or termination is sought.

13. Assignability. Neither this Subscription Agreement nor any right, remedy, obligation or liability arising hereunder or by reason hereof shall be assignable by either the Company or the undersigned without the prior written consent of the other party, and any attempted assignment without such prior written consent shall be void.

14. Waiver of Jury Trial. THE UNDERSIGNED IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF THE TRANSACTIONS CONTEMPLATED BY THIS SUBSCRIPTION AGREEMENT.

15. Submission to Jurisdiction. With respect to any suit, action, or proceeding relating to any offers, purchases, or sales of the Securities by the undersigned (“**Proceedings**”), the undersigned irrevocably submits to the jurisdiction of the federal and state courts located in the Company’s principal place of business, which submission shall be exclusive, unless none of such courts has lawful jurisdiction over such Proceedings.

16. Governing Law. This Subscription Agreement shall be governed by and construed in accordance with the laws of Delaware, the United States of America.

17. Section and Other Headings. The section and other headings contained in this Subscription Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Subscription Agreement.

18. Counterparts. This Subscription Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall be deemed to be one and the same agreement.

19. Electronic Execution and Delivery. A digital reproduction, portable document format (“.pdf”) or other reproduction of this Agreement may be executed by one or more parties hereto and delivered by such party by electronic signature (including signature via DocuSign or similar services), electronic mail or any similar electronic transmission device pursuant to which the signature of or on behalf of such party can be seen. Such execution and delivery shall be considered valid, binding and effective for all purposes.

20. Notices. All notices or other communications given or made hereunder shall be in writing and shall be mailed, by registered or certified mail, return receipt requested, postage prepaid or otherwise actually delivered to the undersigned’s address provided to Platform or to the Company at the address set forth at the beginning of this Agreement, or such other place as the undersigned or the Company from time to time designate in writing.

21. Binding Effect. The provisions of this Subscription Agreement shall be binding upon and accrue to the benefit of the parties hereto and their respective heirs, legal representatives, successors, and assigns.

22. Survival. All representations, warranties and covenants contained in this Subscription Agreement shall survive (i) the acceptance of the subscription by the Company and the Closing, (ii) changes in the transactions, documents and instruments described in the Offering Documents which are not material, or which are to the benefit of the undersigned, and (iii) the death or disability of the undersigned.

23. Notification of Changes. The undersigned hereby covenants and agrees to notify the Company upon the occurrence of any event prior to the closing of the purchase of the Securities pursuant to this Subscription Agreement which would cause any representation, warranty, or covenant of the undersigned contained in this Subscription Agreement to be false or incorrect. The undersigned agrees that, upon demand, it will promptly furnish any information, and execute and deliver such documents, as reasonably required by the Company and/or Platform.

24. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

IN WITNESS WHEREOF, the undersigned has executed this Subscription Agreement this _____ day of _____ 20__.

PURCHASER (if an individual):

PURCHASER (if an entity):

Name:

[Print Name]

[Print Legal Name of Entity]

[Signature]

By: _____
[Signature]

Name: _____

Title: _____

State/Country of
Domicile or Formation: _____

Aggregate Subscription Amount: US\$ _____

The offer to purchase Securities as set forth above is confirmed and accepted by the Company as to _____ shares of common stock.

MID-ATLANTIC BIOTHERAPEUTICS, INC.

By _____

Name: _____

Title: _____

APPENDIX A

Consideration to be Delivered

Securities to Be Acquired

Aggregate Purchase Price to be Paid

Shares of common stock: _____

US\$ _____