

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): July 20, 2026

Niki BioSolutions, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-38764
(Commission File Number)

42-3265309
(IRS Employer
Identification No.)

116 Village Boulevard, Suite 200, Princeton, NJ 08540
(Address of Principal Executive Offices, including zip code)

Registrant's Telephone Number, Including Area Code: 609-951-2222

Aptorum Group Limited
17 Hanover Square
London W1S 1BN, United Kingdom
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	NIKI	The Nasdaq Capital Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Introductory Note

Terms used in this Current Report on Form 8-K (this “Report”) but not defined herein, or for which definitions are not otherwise incorporated by reference herein, shall have the meaning given to such terms in the definitive proxy statement/prospectus (as supplemented or amended, the “Proxy Statement/Prospectus”), originally filed pursuant to Rule 424(b)(3) with the Securities and Exchange Commission (the “SEC”) on October 6, 2025, by Aptorum Group Limited, a Cayman Islands exempted company with limited liability (“Aptorum”), and which forms a part of the Registration Statement on Form S-4 (Registration No. 333-290742), which the SEC declared effective on May 13, 2026.

Item 2.01. Completion of Acquisition or Disposition of Assets.

On July 20, 2026 (the “Closing Date”), after obtaining the requisite shareholder approval and satisfying the closing conditions, Aptorum consummated its previously announced merger (the “Closing”) pursuant to that certain Agreement and Plan of Merger on July 14, 2025, (the “Merger Agreement”), between Aptorum and DiamiR Biosciences Corp., a Delaware corporation (“DiamiR”), pursuant to which, among other matters, Aptorum was to form a direct, wholly owned subsidiary in the state of Delaware (“Merger Sub”).

Pursuant to the terms of the Merger Agreement and as described in the sections titled “*Prospectus Summary*” and “*The Domestication Proposal*” of the Proxy Statement/Prospectus, immediately prior to the Closing on July 20, 2026, Aptorum affected a domestication under Section 388 of the General Corporation Law of the State of Delaware (the “DGCL”) and Section 206 of the Companies Act (as revised) of the Cayman Islands (the “Domestication”), pursuant to which Aptorum transferred by way of continuation to and became a Delaware corporation. On July 20, 2026, immediately following the Domestication, Merger Sub merged with and into DiamiR in accordance with the applicable provisions of the DGCL, with DiamiR continuing as the surviving company and a wholly-owned subsidiary of Aptorum (the “Merger”). As part of the Domestication, Aptorum changed its name to Niki BioSolutions, Inc. (the “Company” or “Niki”) and filed Niki’s Certificate of Incorporation with the Delaware Secretary of State, which replaced Aptorum’s memorandum and articles in effect as of such time. In connection with the Merger, the Company’s common stock, par value \$0.0001 per share (the “Niki Common Stock”), trades on Nasdaq under the symbol “NIKI”. In connection with the name change, the CUSIP number for the Niki Common Stock is 653942 102.

Following the Domestication, each then issued and outstanding Class A ordinary share of Aptorum converted automatically, on a one-for-one basis, into a share of Niki’s common stock, par value \$0.0001 per share (the “Niki Common Stock”), and each then issued and outstanding Class B ordinary share of Aptorum converted automatically into a share of Niki Common Stock and a share of Niki’s non-voting and non-convertible Series A preferred stock (the “Series A Preferred Stock”). Accordingly, a total of 814,375 shares of Niki Common Stock and 179,693 shares of Series A Preferred Stock, respectively, were issued to Aptorum’s existing shareholders.

Pursuant to the Merger, each then-outstanding share of DiamiR’s common stock were converted into a number of shares of Niki Common Stock equal to the Conversion Ratio, which was the number resulting from dividing (i) 0.4102, which is the quotient of dividing the total number of Aptorum ordinary shares on a fully diluted basis by the total number of shares of DiamiR common stock on a fully diluted basis, by (ii) three-seventh (3/7). Accordingly, a total of 1,979,216 shares of Niki Common Stock were issued to current stockholders of DiamiR; no shares of Series A Preferred Stock was issued to any current DiamiR stockholders.

Pursuant to the terms of the Merger Agreement and as described in the section titled “*The SIP*” of the Proxy Statement/Prospectus, Niki also adopted, as approved by the requisite shareholder votes, the 2026 Incentive Plan (referred to as the 2025 Incentive Plan in the Proxy Statement/Prospectus).

Concurrently with the execution of the Merger Agreement, DiamiR and Aptorum Therapeutics Limited, a wholly owned subsidiary of Aptorum (“Aptorum Therapeutics”), entered into a management services agreement (as amended, the “Management Services Agreement”), which terminated as of the closing of the transaction contemplated by the Merger Agreement. In addition, concurrently with the execution of the Merger Agreement, DiamiR, DiamiR, LLC, a wholly owned subsidiary of DiamiR, Aptorum and Aptorum Therapeutics entered into an intellectual property license agreement (“Licensing Agreement”), pursuant to which DiamiR and DiamiR, LLC shall license on a non-exclusive basis their respective intellectual properties to Aptorum Therapeutics in exchange for upfront and periodic payments and royalties until the earlier of the closing of the Merger or July 31, 2026, and therefore it terminated as of the Closing. The parties also entered into a Voting and Support Agreement, as well as a Stockholder Agreement (collectively with the Management Services Agreement and Licensing Agreement, the “Transaction Documents”), pursuant to which certain parties agreed to vote in favor of certain corporate actions. The final form of Stockholder Agreement is filed as Exhibit 10.4 hereto; it includes a reduction in the ownership percentage required to be a signatory thereto after further negotiations between the parties. Reference is made to the section of the Proxy Statement/Prospectus titled “*Related Agreements*” beginning on page 6, which is incorporated herein by reference.

The foregoing description of the Merger Agreement, Transaction Documents, Certificate of Incorporation, Bylaws, and 2026 Incentive Plan do not purport to be complete and is qualified in its entirety by reference to the Merger Agreement and Transaction Documents, each of which are attached hereto as exhibits and incorporated herein by reference.

The following table lists the individuals who will serve as directors of Niki.

Name	Position
Ian Huen	Chairman
Kira Sheinerman	Director
Justin Wu	Independent Director
Douglas Arner	Independent Director
Laura A. Philips	Independent Director
Alidad Mireskandari	Board Observer

Item 3.03 Material Modifications to Rights of Security Holders.

The disclosure set forth in Item 2.01 of this Current Report is incorporated herein by reference.

As of July 20, 2026, Aptorum effectuated a 10 for 1 share consolidation of its authorized share capital, such that every 10 Class A Ordinary Shares, par value of US\$0.00001 per share, in the authorized share capital of Aptorum (including issued and unissued share capital) be consolidated into 1 Class A Ordinary Share, par value of US\$0.0001 per share, and that every 10 Class B Ordinary Shares, par value of US\$0.00001 per share in the authorized share capital of Aptorum (including issued and unissued share capital) be consolidated into 1 Class B Ordinary Share, par value of US\$0.0001 per share (the “Share Consolidation” or “Reverse Split”).

The Reverse Split was approved by the Company’s shareholders on June 9, 2026 and Aptorum’s board of directors approved implementing the Reverse Split effective as of July 20, 2026. Accordingly, the Reverse Split was effective and the Class A Ordinary Shares began trading on a split-adjusted basis when the market opened on July 20, 2026.

Immediately prior to the Share Consolidation, Aptorum had 6,346,823 Class A Ordinary Shares outstanding and 1,796,934 Class B Ordinary Shares outstanding. Following the Share Consolidation, there are 634,682 Class A Ordinary Shares outstanding and 179,693 Class B Ordinary Shares outstanding (these numbers are based on the current number of shares outstanding and are subject to change, in either direction, once the Reverse Split is effected on an individual basis). As a result of the Reverse Split, the Company’s authorized share capital was US\$100,000,000 divided into 999,999,600 Class A Ordinary Shares with a par value of US\$0.0001 each and 400,000 Class B Ordinary Shares with a par value of US\$0.0001 each.

In connection with the Merger, the Company adopted a set of Bylaws. The material terms of the Company’s Certificate of Incorporation and Bylaws and the general effect upon the rights of holders of Niki Common Stock are discussed in the Proxy Statement/Prospectus in the section titled “*The Domestication Proposal*” beginning on page 106, which is incorporated herein by reference. Reference is also made to the sections of the Proxy Statement/Prospectus titled “*Description of Share Capital – Aptorum Delaware*” and “*Comparison of Corporate Governance and Shareholder Rights*” beginning on pages 255 and 257 respectively, which are incorporated herein by reference. Reference is also made to the sections of the Proxy Statement/Prospectus titled “*Proposal No. 1 - Share Consolidation Proposal*” beginning on page 102, which is incorporated herein by reference.

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

The information set forth in Item 2.01 of this Current Report on Form 8-K is incorporated by reference into this Item 5.02.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

The information set forth in Item 2.01 and 3.03 of this Current Report on Form 8-K is incorporated by reference into this Item 5.03.

A certificate of designation of the preferences, rights and limitations creating the Series A Preferred Stock was filed with the Secretary of the State of Delaware, to be effective as of the Closing Date (the “Series A COD”).

Pursuant to the Series A COD, the Company designated 1,810,000 shares of preferred stock as Series A Preferred Stock, par value of \$0.0001 per share. The holders of Series A Preferred Stock do not have any voting rights and shares of Series A Preferred Stock are not convertible. The Series A Preferred Stock is not redeemable. Upon the completion of a distribution pursuant to a sale or other disposition of all or substantially all of Niki’s assets, certain mergers, consolidations and transfers of securities, and any liquidation, dissolution or winding up of Niki, the holders of Series A Preferred Stock are entitled to receive a distribution of any proceeds based on the 70/30 allocation with the holders of Common Stock, as used in the Merger (as adjusted for any stock splits, stock dividends, combinations, recapitalizations or the like with respect to the Series A preferred stock), plus declared but unpaid dividends on such share.

The foregoing description of the Series A COD is qualified by reference to the full text of the certificate of designation, a copy of which is attached hereto as Exhibit 3.3.

Item 8.01 Other Events.

On July 16, 2026, Aptorum distributed a press release announcing the Merger and related actions. A copy of the press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and is hereby incorporated by reference herein.

This Form 8-K shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the securities of Aptorum or DiamiR in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. No offer of securities shall be made except by means of a prospectus meeting the requirements of Section 10 of the Securities Act of 1933, as amended.

Item 9.01. Financial Statements and Exhibits.

(a) Financial Statements of Businesses or Funds Acquired.

The financial statements required by Item 9.01(a) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date this report on Form 8-K must be filed.

(b) Pro Forma Financial Information.

The pro forma financial statements required by Item 9.01(b) of Form 8-K will be filed by amendment to this Current Report on Form 8-K no later than 71 days after the date this report on Form 8-K must be filed.

(d) Exhibits.

Exhibit	Description
2.1	Merger Agreement by and between Aptorum and DiamiR, dated July 14, 2025 (1)
3.1	Articles of Incorporation for Niki BioSolutions, Inc. (Filed herewith)
3.2	Form of Bylaws for Niki BioSolutions, Inc. (Filed herewith)
3.3	Certificate of designation of the preferences, rights and limitations creating the Series A Preferred Stock (Filed herewith)
10.1	Management Services Agreement by and between Aptorum Therapeutics and DiamiR, dated July 14, 2025 (1)
10.2	Intellectual Property License Agreement by and between Aptorum Therapeutics, DiamiR LLC, and DiamiR, dated July 14, 2025 (1)
10.3	Voting and Support Agreement by and between Aptorum and its major shareholder, dated July 14, 2025 (1)
10.4	Form of Stockholders Agreement (Filed herewith)
10.3	Amendment to the Management Services Agreement dated as of December 2, 2025 (2)
10.4	Second Amendment to the Management Services Agreement dated as of March 10, 2026 (3)
10.5	Third Amendment to the Management Services Agreement dated as of June 22, 2026 (4)
99.1	Press Release (Filed herewith)
99.2	2026 Incentive Plan (Filed herewith)

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

- (1) Incorporated by reference to the Current Report on Form 6-K filed on July 22, 2025
- (2) Incorporated by reference to the Current Report on Form 6-K/A filed on December 5, 2025
- (3) Incorporated by reference to the Current Report on Form 6-K/A filed on March 26, 2026
- (4) Incorporated by reference to the Current Report on Form 6-K/A filed on June 22, 2026

SIGNATURE

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

Dated: July 20, 2026

NIKI BIOSOLUTIONS, INC.

By: */s/ Ian Huen*

Ian Huen
Chief Executive Officer

**CERTIFICATE OF INCORPORATION
OF
NIKI BIOSOLUTIONS, INC.**

**(Pursuant to Section 102 of the
General Corporation Law of the State of Delaware)**

The undersigned, for the purposes of forming a corporation under the laws of the State of Delaware, does make, file and record this Certificate of Incorporation, and does hereby certify as follows:

ARTICLE I

The name of this corporation is Niki BioSolutions, Inc. (the “**Corporation**”).

ARTICLE II

The address of the registered office of this Corporation in the State of Delaware is 108 W. 13th Street, Suite 100, Wilmington, New Castle County, DE 19801. The name of its registered agent at such address is Vcorp Agent Services, Inc.

ARTICLE III

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the Delaware General Corporation Law, as amended from time to time (the “**DGCL**”).

ARTICLE IV

A. Authorization of Stock. The Corporation is authorized to issue two classes of capital stock to be designated, respectively, as common stock and preferred stock. The total number of shares of all classes of capital stock that the Corporation shall have authority to issue is 160,000,000 shares, consisting of:

1. **Preferred Stock**: The Corporation is authorized to issue 10,000,000 shares of Preferred Stock, with a par value of \$0.0001 per share (“**Preferred Stock**”). The Preferred Stock may be issued from time to time in one or more series. The board of directors of the Corporation (the “**Board of Directors**”) is hereby expressly authorized, by resolution or resolutions thereof, to provide for the issuance of one or more series of Preferred Stock and, with respect to each such series, to fix the number of shares constituting such series and the designation, powers (including voting powers), preferences and relative, participating, optional or other special rights, if any, and any qualifications, limitations or restrictions thereof. The powers, preferences, and rights of each series of Preferred Stock may differ from those of any and all other series at any time outstanding. The Common Stock (as defined below) shall be subject to the express terms of the Preferred Stock and any series thereof.

2. **Common Stock**: The Corporation is authorized to issue 150,000,000 shares of common stock, with a par value of \$0.0001 per share (“**Common Stock**”).

B. Rights, Preferences, and Limitations of Common Stock. The rights, preferences, and limitations of the Common Stock are as follows:

1. **Dividend Rights.** Subject to the prior rights of holders of all classes of stock at the time outstanding having prior rights as to dividends, the holders of the Common Stock shall be entitled to receive, when, as and if declared by the Board of Directors, out of any assets of the Corporation legally available therefor, any dividends as may be declared from time to time by the Board of Directors.

2. **Redemption.** The Common Stock is not redeemable at the option of the holder.

3. **Voting Rights.** Except as otherwise required by law or as set forth herein, the holder of each share of Common Stock shall have one (1) vote per share. The holders of Common Stock shall be entitled to notice of any stockholders' meeting in accordance with the Bylaws of the Corporation, and shall be entitled to vote upon such matters and in such manner as may be provided by law; *provided, however*, that, except as otherwise required by law, holders of Common Stock, as such, shall not be entitled to vote on any amendment to this Certificate of Incorporation that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation or pursuant to the DGCL.

ARTICLE V

Except as otherwise provided in this Certificate of Incorporation, in furtherance and not in limitation of the powers conferred by statute, the Board of Directors is expressly authorized to make, repeal, alter, amend, and rescind any or all of the Bylaws of this Corporation.

ARTICLE VI

The number of directors of this corporation shall be determined in the manner set forth in the Bylaws of this corporation. Unless otherwise provided herein, each director shall be entitled to one vote on each matter presented to the Board of Directors; provided that to the extent the approval of any particular director or directors is required by any agreement for specified actions, receipt of such approval shall be necessary for the Board of Directors to authorize such actions.

ARTICLE VII

Election of directors need not be by written ballot unless the Bylaws of this Corporation shall so provide.

ARTICLE VIII

Meetings of stockholders may be held within or without the State of Delaware, as the Bylaws of this Corporation may provide. The books of this Corporation may be kept (subject to any provision contained in the statutes) outside the State of Delaware at such place or places as may be designated from time to time by the Board of Directors or in the Bylaws of this Corporation.

ARTICLE IX

To the fullest extent permitted by law, a director of this Corporation shall not be personally liable to this Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. If the DGCL is amended after approval by the stockholders of this Article IX to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of this Corporation shall be eliminated or limited to the fullest extent permitted by the DGCL as so amended.

Any amendment, repeal or modification of the foregoing provisions of this Article IX by the stockholders of this Corporation shall not adversely affect any right or protection of a director of this Corporation existing at the time of, or increase the liability of any director of this Corporation with respect to any acts or omissions of such director occurring prior to, such amendment, repeal or modification.

ARTICLE X

The Corporation reserves the right to amend, alter, change, or repeal any provision contained in this Certificate of Incorporation, in the manner now or hereafter prescribed by this Certificate of Incorporation and the DGCL, and all rights, preferences and privileges herein conferred upon stockholders, directors or any other Persons are granted by and pursuant to this Certificate of Incorporation in its current form or as hereafter amended. Notwithstanding any other provisions of this Certificate of Incorporation or any provision of law which might otherwise permit a lesser vote or no vote, but in addition to any affirmative vote of the holders of capital stock of the Corporation or any particular class or series thereof required by law or by this Certificate of Incorporation (including any Certificate of Designation in respect of one or more series of Preferred Stock), the affirmative vote of the holders of at least 66⅔% of the voting power of the outstanding shares of stock entitled to vote at an election of directors, voting together as a single class, shall be required to alter, amend or repeal, or to adopt any provision inconsistent with, Articles III, IX, XI, XII and XIV of this Certificate of Incorporation and this Article X.

ARTICLE XI

To the fullest extent permitted by applicable law, this Corporation is authorized to provide indemnification of (and advancement of expenses to) directors, officers, employees and agents of this Corporation (and any other persons to which the DGCL permits this Corporation to provide indemnification) through Bylaw provisions, agreements with such persons, vote of stockholders or disinterested directors or otherwise, in excess of the indemnification and advancement otherwise permitted by Section 145 of the DGCL.

Any amendment, repeal, or modification of the foregoing provisions of this Article XI shall not adversely affect any right or protection of a director, officer, employee, agent or other person existing at the time of, or increase the liability of any such person with respect to any acts or omissions of such person occurring prior to, such amendment, repeal or modification.

ARTICLE XII

A. Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (the “**Chancery Court**”) shall be the sole and exclusive forum for any stockholder (including a beneficial owner) to bring (i) any derivative action or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any current or former director, officer or other employee, agent or stockholder of the Corporation to the Corporation or to the Corporation’s stockholders, (iii) any action, suit or proceeding asserting a claim against the Corporation, its current or former directors, officers, employees, agents or stockholders arising pursuant to any provision of the DGCL or this Certificate of Incorporation or the Bylaws, or (iv) any action, suit or proceeding asserting a claim against the Corporation, its current or former directors, officers, employees, agents or stockholders governed by the internal affairs doctrine. If any action the subject matter of which is within the scope of this Section A of this Article XII filed in a court other than the Chancery Court (a “**Foreign Action**”) by any stockholder (including any beneficial owner), to the fullest extent permitted by law, such stockholder shall be deemed to have consented to: (a) the personal jurisdiction of the Chancery Court in connection with any action brought in any such court to enforce this Section A of this Article XII; and (b) having service of process made upon such stockholder in any such action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder.

B. Unless the Corporation consents in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by applicable law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act of 1933, as amended (the “**Securities Act**”).

C. Notwithstanding anything contained herein to the contrary, the provisions of this Article XII shall not apply to suits brought to enforce any liability or duty created by the Exchange Act, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction.

D. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XII.

E. Savings. If any provision or provisions of this Article XII shall be held to be invalid, illegal or unenforceable as applied to any person or entity or circumstance for any reason whatsoever, then, to the fullest extent permitted by law, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article XII (including, without limitation, each portion of any sentence of this Article XII containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) and the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XIII

If any provision or provisions of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any section or paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not, to the fullest extent permitted by applicable law, in any way be affected or impaired thereby.

ARTICLE XIV

The Corporation hereby expressly elects not to be governed by Section 203 of the DGCL.

Notwithstanding the foregoing, the Corporation shall not engage in any business combination (as defined below), at any time at which the Common Stock is registered under Section 12(b) or 12(g) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”), with any interested stockholder (as defined below) for a period of three (3) years following the time that such stockholder became an interested stockholder, unless:

1. (a) prior to such time that the business combination is consummated, the Board of Directors approved the business combination, or (b) the Board of Directors approved the prior transaction that resulted in the stockholder becoming an interested stockholder, or
2. upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock (as defined below) of the Corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding (but not the outstanding voting stock owned by the interested stockholder) those shares owned (a) by persons who are directors and also officers and (b) employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer, or

3. at or subsequent to such time, the business combination is approved by the Board of Directors and authorized or approved at an annual or special meeting of stockholders (and, notwithstanding anything to the contrary herein, not by written consent) by the affirmative vote of at least two-thirds of the then-outstanding voting stock of the Corporation that is not owned by the interested stockholder.

Solely for purposes of this Article XIV only, references to:

1. “affiliate” means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, another person.
2. “associate,” when used to indicate a relationship with any person, means: (a) any corporation, partnership, unincorporated association or other entity of which such person is a director, officer or partner or is, directly or indirectly, the owner of 20% or more of any class of voting stock; (b) any trust or other estate in which such person has at least a 20% beneficial interest or as to which such person serves as trustee or in a similar fiduciary capacity; and (c) any relative or spouse of such person, or any relative of such spouse, who has the same residence as such person.
3. “business combination,” when used in reference to the Corporation and any interested stockholder of the Corporation, means:
 - a. any merger or consolidation of the Corporation or any direct or indirect majority-owned subsidiary of the Corporation (1) with the interested stockholder or (2) with any other corporation, partnership, unincorporated association or other entity if the merger or consolidation is caused by the interested stockholder and as a result of such merger or consolidation this Article XIV is not applicable to the surviving entity;
 - b. any sale, lease, exchange, mortgage, pledge, transfer or other disposition (in one transaction or a series of transactions), except proportionately as a stockholder of the Corporation, to or with the interested stockholder, whether as part of a dissolution or otherwise, of assets of the Corporation or of any direct or indirect majority-owned subsidiary of the Corporation, which assets have an aggregate market value equal to 10% or more of either the aggregate market value of all the assets of the Corporation determined on a consolidated basis or the aggregate market value of all the then outstanding stock of the Corporation;
 - c. any transaction that results in the issuance or transfer by the Corporation or by any direct or indirect majority-owned subsidiary of the Corporation of any stock of the Corporation or of such subsidiary to the interested stockholder, except: (1) pursuant to the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary, which securities were outstanding prior to the time that the interested stockholder became such; (2) pursuant to a merger under Section 251(g) of the DGCL; (3) pursuant to a dividend or distribution paid or made, or the exercise, exchange or conversion of securities exercisable for, exchangeable for or convertible into stock of the Corporation or any such subsidiary, which security is distributed, pro rata to all holders of a class or series of stock of the Corporation subsequent to the time the interested stockholder became such; (4) pursuant to an exchange offer by the Corporation to purchase stock made on the same terms to all holders of said stock; or (5) any issuance or transfer of stock by the Corporation; provided, however, that in no case under items (3) through (5) of this subsection (c) shall there be an increase in the interested stockholder’s proportionate share of the stock of any class or series of the Corporation or of the voting stock of the Corporation (except as a result of immaterial changes due to fractional share adjustments);

- d. any transaction involving the Corporation or any direct or indirect majority-owned subsidiary of the Corporation that has the effect, directly or indirectly, of increasing the proportionate share of the stock of any class or series, or securities convertible into the stock of any class or series, of the Corporation or of any such subsidiary that is owned by the interested stockholder, except as a result of immaterial changes due to fractional share adjustments or as a result of any purchase or redemption or other transfer of any shares of stock not caused, directly or indirectly, by the interested stockholder; or
 - e. any receipt by the interested stockholder of the benefit, directly or indirectly (except proportionately as a stockholder of the Corporation), of any loans, advances, guarantees, pledges or other financial benefits (other than those expressly permitted in subsections (a) through (d) above) provided by or through the Corporation or any direct or indirect majority-owned subsidiary.
4. “control,” including the terms “controlling,” “controlled by” and “under common control with,” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether through the ownership of voting stock, by contract, or otherwise. A person who is the owner of 20% or more of the outstanding voting stock of the Corporation, partnership, unincorporated association, or other entity shall be presumed to have control of such entity, in the absence of proof by a preponderance of the evidence to the contrary. Notwithstanding the foregoing, a presumption of control shall not apply where such person holds voting stock, in good faith and not for the purpose of circumventing this Article XIV, as an agent, bank, broker, nominee, custodian or trustee for one or more owners who do not individually or as a group have control of such entity.
5. “Exempt Transferee” means (A) any person that acquires (other than in an Excluded Transfer) directly from a Principal Stockholder or any of its affiliates or successors ownership of 15% or more of the voting stock of the Corporation, and is designated in writing by the transferor as an “Exempt Transferee” for the purpose of this Article XIV; and (B) any person that acquires (other than in an Excluded Transfer) directly from a person described in clause (A) of this definition or from any other Exempt Transferee ownership of voting stock of the Corporation, and is designated in writing by the transferor as an “Exempt Transferee” for the purpose of this Article XIV.
6. “Excluded Transfer” means (a) a transfer to a Person that is not an affiliate of the transferor, which transfer is by gift or otherwise not for value, including a transfer by dividend or distribution by the transferor, (b) a transfer in a public offering that is registered under the Securities Act, (c) a transfer to one or more broker-dealers or their affiliates pursuant to a firm commitment purchase agreement for an offering that is exempt from registration under the Securities Act, (d) a transfer made through the facilities of a registered securities exchange or automated interdealer quotation system and (e) a transfer made in compliance with the manner of sale limitations of Rule 144(f) under the Securities Act or any successor rule or provision.
7. “interested stockholder” means any person (other than the Corporation or any direct or indirect majority-owned subsidiary of the Corporation) that (a) is the owner of 15% or more of the then outstanding voting stock of the Corporation, or (b) is an affiliate or associate of the Corporation and was the owner of 15% or more of the then outstanding voting stock of the Corporation at any time within the three (3) year period immediately prior to the date on which it is sought to be determined whether such person is an interested stockholder; and the affiliates and associates of such person; provided, however, that “interested stockholder” shall not include (x) any Principal Stockholder, any Exempt Transferee or any of their respective affiliates or successors or any “group,” or any member of any such group, of which any of such persons is a party under Rule 13d-5 of the Exchange Act, or (y) any person whose ownership of shares in excess of the 15% limitation set forth herein is the result of any action taken solely by the Corporation, provided that such person shall be an interested stockholder if thereafter such person acquires additional shares of voting stock of the Corporation, except as a result of further corporate action not caused, directly or indirectly, by such person. For the purpose of determining whether a person is an interested stockholder, the voting stock of the Corporation deemed to be outstanding shall include stock deemed to be owned by the person through application of the definition of “owner” below, but shall not include any other unissued stock of the Corporation that may be issuable pursuant to any other agreement, arrangement or understanding, or upon exercise of conversion rights, warrants or options, or otherwise.

8. “majority-owned subsidiary” of the Corporation (or specified person) means another person of which the Corporation (or specified person), directly or indirectly with or through one or more majority-owned subsidiaries, is the general partner or managing member of such other person or owns equity securities with a majority of the votes of all equity securities generally entitled to vote in the election of directors or other governing body of such other person.
9. “owner,” including the terms “own,” “owned,” and “ownership,” when used with respect to any stock, means a person that individually or with or through any of its affiliates or associates:
- a. beneficially owns such stock, directly or indirectly; or
 - b. has (1) the right to acquire such stock (whether such right is exercisable immediately or only after the passage of time) pursuant to any agreement, arrangement or understanding, or upon the exercise of conversion rights, exchange rights, warrants or options, or otherwise; provided, however, that a person shall not be deemed the owner of stock tendered pursuant to a tender or exchange offer made by such person or any of such person’s affiliates or associates until such tendered stock is accepted for purchase or exchange; or (2) the right to vote such stock pursuant to any agreement, arrangement or understanding; provided, however, that a person shall not be deemed the owner of any stock because of such person’s right to vote such stock if the agreement, arrangement or understanding to vote such stock arises solely from a revocable proxy or consent given in response to a proxy or consent solicitation made to ten (10) or more persons; or
 - c. has any agreement, arrangement or understanding for the purpose of acquiring, holding, voting (except voting pursuant to a revocable proxy or consent as described in item (2) of subsection (b) above of this definition), or disposing of such stock with any other person that beneficially owns, or whose affiliates or associates beneficially own, directly or indirectly, such stock.
10. “person” means any individual, corporation, partnership, unincorporated association, or other entity.
11. “Principal Stockholder” means any holder of at least 45% of the outstanding shares of Common Stock on the first date of the issuance of shares of Common Stock authorized by this Certificate of Incorporation.
12. “stock” means, with respect to any corporation, capital stock and, with respect to any other entity, any equity interest.
13. “voting stock” means stock of any class or series entitled to vote generally in the election of directors and, with respect to any entity that is not a corporation, any equity interest entitled to vote generally in the election of the governing body of such entity. Every reference in this Article XIV to a percentage of voting stock shall refer to such percentage of the votes of such voting stock.

ARTICLE XV

This Certificate of Incorporation shall be effective as of July 20, 2026.

* * *

IN WITNESS WHEREOF, this Certificate of Incorporation has been executed by the incorporator of this corporation on this 20th day of July, 2026.

/s/ Ian Huen

Name: Ian Huen

Title: Incorporator

Address: 116 Village Boulevard, Suite 200,
Princeton, NJ 08540

**BY-LAWS
OF
NIKI BIOSOLUTIONS, INC.
(THE “CORPORATION”)**

**ARTICLE I
OFFICES**

The registered office of Niki Biosolutions, Inc. (the “Corporation”) shall be in the State of Delaware. The Corporation also may have offices at such other places, within or without the State of Delaware, as the Board of Directors (the “Board”) determines from time to time or the business of the Corporation requires.

**ARTICLE II
STOCKHOLDERS**

1. **ANNUAL MEETING.** An annual meeting of the stockholders, for the election of directors to succeed those whose terms expire and for the transaction of such other business as may properly come before the meeting, shall be held at such place on such date, and at such time as the Board of Directors shall each year fix, which date shall be within thirteen months subsequent to the later of the date of incorporation or the last annual meeting of stockholders. In the discretion of the Board of Directors, meetings may also be held by means of telephonic, video, or other remote communication whereby each party can hear and be heard by the other parties as may be designated from time to time by a resolution of the Board of Directors and as set forth in the notice for the relevant meeting.
2. **SPECIAL MEETINGS.** Special meetings of the stockholders, for any purpose or purposes prescribed in the notice of the meeting, may be called by the Board of Directors, the chairperson, the Corporation’s chief executive officer, president or upon the written request by a majority of the shareholders entitled to vote and shall be held at such place, on such date, and at such time as the Corporation’s Secretary shall fix.
3. **NOTICE OF MEETINGS.** Written notice of the place, date and time of all meetings of the stockholders shall be given, not less than ten days nor more than sixty days before date on which the meeting shall be held, to each stockholder entitled to vote at such meeting, except as otherwise provided herein or required by the General Corporation Law of the State of Delaware (“DGCL”) or the Certificate of Incorporation.

When a meeting is adjourned to another place, date or time written notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than thirty days after the date for which the meeting as originally noticed, or if a new record date is fixed for the adjourned meeting, written notice of the place, date and time of the adjourned meeting shall be given in conformity herewith. At any adjourned meeting any business may be transacted which might have been transacted at the original meeting.

4. **QUORUM.** The holders of a majority of then outstanding shares of common stock with par value of US\$0.0001 each of the Corporation (the “Common Stock”), who are entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Certificate of Incorporation. Where a separate vote by a class or series is required, a majority of the voting power of the outstanding shares of such class or series present in person or represented by proxy will constitute a quorum with respect to that matter.

If quorum is not present or represented at any meeting of stockholders, either the person presiding over the meeting or a majority in voting power of the stockholders, present in person or by remote communication or represented by proxy, shall have power to recess the meeting or adjourn the meeting in accordance with the bylaws until a quorum is present or represented.

If a notice of any adjourned special meeting of stockholders is sent to all stockholders entitled to vote thereat, stating that it will be held with those present constituting a quorum, than except as otherwise requires by law, those present at such adjourned meeting shall constitute a quorum, and all matters shall be determined by a majority of the votes cast at such meeting.

Any meeting of the stockholders, annual or special, may be adjourned from time to time by a vote of the majority of the shares present to reconvene at the same or some other place, if any, and notice need not be given of any such adjourned meeting if the time, place, if any, thereof, and the means of remote communication, if any, are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

5. **ORGANIZATION.** Such person as the Board of Directors may have designated or in the absence of such a person, the highest ranking officer of the Corporation who is present shall call to order any meeting of the stockholders and act as chairman of the meeting. In the absence of the Secretary of the Corporation, the secretary of the meeting shall be such person as the chairman appoints.
6. **CONDUCT OF BUSINESS.** The chairman of any meeting of stockholders shall determine the order of business and the procedure at the meeting, including such regulation of the manner of voting and the conduct of discussion as seem to him in order.
7. **PROXIES AND VOTING.** At any meeting of the stockholders, every stockholder entitled to vote may vote in person or by proxy authorized by an instrument in writing filed in accordance with the procedure established for the meeting. Each stockholder entitled to vote at a meeting of stockholders or to express consent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy or by a transmission permitted by Section 212(c) of the DGCL, but no such proxy shall be voted or acted upon after three (3) years from its date, unless the proxy provides for a longer period. A proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A stockholder may revoke any proxy which is not irrevocable by attending the meeting and voting in person or by delivering to the Secretary of the Corporation a revocation of the proxy or a new proxy bearing a later date.

Each stockholder of Common Stock shall have one vote for every share of stock entitled to vote which is registered in his or her name on the record date for the meeting except as otherwise provided herein or required by law. The preferred stock of the Corporation shall have the voting rights as set forth in the applicable certificate of designation for such preferred stock.

All voting shall be held by a stock vote. Every stock vote shall be taken by ballots, each of which shall state the name of the stockholder or proxy voting and such other information as may be required under the procedure established for the meeting. Every vote taken by ballots shall be counted by an inspector appointed by the chairman of the meeting.

All elections shall be determined by a plurality of the votes cast, and except as otherwise required by law, all other matters shall be determined by a majority.

8. **LIST OF STOCKHOLDERS.** A complete list of stockholders entitled to vote at any meeting of stockholders, arranged in alphabetical order for each class of stock and showing the address of each such stockholder and the number of shares registered in his/her name, shall be open to the examination of any such stockholder, for any purpose germane to the meeting, during ordinary business hours for a period of at least ten (10) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or if not specified, at the place where the meeting is to be held.

The list of stockholders shall be kept at the place of the meeting during the whole time thereof and shall be open to the examination of any such stockholder who is present. This list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

9. **ACTION WITHOUT A MEETING.** Any action which may be taken by the vote of the stockholders at an annual or special meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes, the Certificate of Incorporation or these Bylaws require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

10. **ADVANCE NOTICE FOR BUSINESS.**

(a) Annual Meetings of Stockholders. No business may be transacted at an annual meeting of stockholders, other than business that is either (i) specified in the Corporation's notice of meeting (or any supplement thereto) given by or at the direction of the Board, (ii) otherwise properly brought before the annual meeting by or at the direction of the Board or (iii) otherwise properly brought before the annual meeting by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote at such annual meeting on the date of the giving of the notice provided for in this Section 10(a) and on the record date for the determination of stockholders entitled to vote at such annual meeting and (y) who complies with the notice procedures set forth in this Section 10(a). Notwithstanding anything in this Section 10(a) to the contrary, only persons nominated for election as a director to fill any term of a directorship that expires on the date of the annual meeting pursuant to Article III Section 10 will be considered for election at such meeting.

(i) In addition to any other applicable requirements, for business (other than nominations) to be properly brought before an annual meeting by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary and such business must otherwise be a proper matter for stockholder action. Subject to Section 10(a)(iii), a stockholder's notice to the Secretary with respect to such business, to be timely, must be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting is first made by the Corporation. The public announcement of an adjournment or postponement of an annual meeting shall not commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Section 10(a).

(ii) To be in proper written form, a stockholder's notice to the Secretary with respect to any business (other than nominations) must set forth as to each such matter such stockholder proposes to bring before the annual meeting (A) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the text of any resolutions proposed for consideration and in the event such business includes a proposal to amend these ByLaws, the language of the proposed amendment) and the reasons for conducting such business at the annual meeting, (B) the name and record address of such stockholder and the name and address of the beneficial owner, if any, on whose behalf the proposal is made, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and by the beneficial owner, if any, on whose behalf the proposal is made, (D) a description of all arrangements or understandings between such stockholder and the beneficial owner, if any, on whose behalf the proposal is made and any other person or persons (including their names) in connection with the proposal of such business by such stockholder, (E) any material interest of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made in such business and (F) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the annual meeting to bring such business before the meeting.

(iii) The foregoing notice requirements of this Section 10(a) shall be deemed satisfied by a stockholder as to any proposal (other than nominations) if the stockholder has notified the Corporation of such stockholder's intention to present such proposal at an annual meeting in compliance with Rule 14a-8 (or any successor thereof) of the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and such stockholder has complied with the requirements of such Rule for inclusion of such proposal in a proxy statement prepared by the Corporation to solicit proxies for such annual meeting. No business shall be conducted at the annual meeting of stockholders except business brought before the annual meeting in accordance with the procedures set forth in this Section 10(a), provided, however, that once business has been properly brought before the annual meeting in accordance with such procedures, nothing in this Section 10(a) shall be deemed to preclude discussion by any stockholder of any such business. If the Board or the chairman of the annual meeting determines that any stockholder proposal was not made in accordance with the provisions of this Section 10(a) or that the information provided in a stockholder's notice does not satisfy the information requirements of this Section 10(a), such proposal shall not be presented for action at the annual meeting. Notwithstanding the foregoing provisions of this Section 10(a), if the stockholder (or a qualified representative of the stockholder) does not appear at the annual meeting of stockholders of the Corporation to present the proposed business, such proposed business shall not be transacted, notwithstanding that proxies in respect of such matter may have been received by the Corporation.

(iv) In addition to the provisions of this Section 10(a), a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Section 10(a) shall be deemed to affect any rights of stockholders to request inclusion of proposals in the Corporation's proxy statement pursuant to Rule 14a-8 under the Exchange Act.

(b) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting only pursuant to Article III Section 10.

(c) Public Announcement. For purposes of these By Laws, "**public announcement**" shall mean disclosure in a press release reported by the Dow Jones News Service, Associated Press or comparable national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Sections 13, 14 or 15(d) of the Exchange Act (or any successor thereto).

ARTICLE III
BOARD OF DIRECTORS

1. **NUMBER AND TERM OF OFFICE.** The board of directors shall consist of one or more members, each of whom shall be a natural person. Unless the certificate of incorporation fixes the number of directors, the number of directors shall be determined from time to time by resolution of the board of directors. Each director shall be elected for a term of one year and until his or her successor is elected and qualified, except as otherwise provided herein or required by law. Any decrease in the authorized number of directors shall not become effective until the expiration of the term of the directors then in office unless, at the time of such decrease, there shall be vacancies on the board which are being eliminated by the decrease.

At each annual meeting of stockholders, directors whose term has expired shall be elected for a full term of one year to succeed the directors whose terms expire at such annual meeting.
2. **VACANCIES.** Unless otherwise provided in the Certificate of Incorporation, and subject to the rights of the holders of any series of preferred stock, any vacancies on the Board of Directors resulting from death, resignation, disqualification, removal or other causes and any newly created directorships resulting from any increase in the number of directors shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled only by the affirmative vote of a majority of the directors then in office, even though less than a quorum of the Board of Directors, or by a sole remaining director, *provided, however*, that whenever the holders of any class or classes of stock or series thereof are entitled to elect one or more directors by the provisions of the Certificate of Incorporation, vacancies and newly created directorships of such class or classes or series shall, unless the Board of Directors determines by resolution that any such vacancies or newly created directorships shall be filled by stockholders, be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by a sole remaining director so elected, and not by the stockholders. Any director elected in accordance with the preceding sentence shall hold office for the remainder of the full term of the director for which the vacancy was created or occurred and until such director's successor shall have been elected and qualified. A vacancy in the Board of Directors shall be deemed to exist under this Bylaw in the case of the death, removal, or resignation of any director.
3. **REGULAR MEETINGS.** Regular meetings of the Board of Directors shall be held at such place or places, on such date or dates, and at such time or times as shall have been established by the Board of Directors and publicized among all directors. A notice of each regular meeting shall not be required.
4. **SPECIAL MEETINGS.** Special meetings of the Board of Directors may be called by one-third of the directors then in office or by the chief executive officer and shall be held at such place, on such date and at such time as they or he/she shall fix. Notice of the place, date and time of each such special meeting shall be given to each director by whom it is not waived by mailing written notice not less than three days before the meeting or by electronic transmission of the same not less than 18 hours before the meeting. Unless otherwise indicated in the notice thereof, any and all business may be transacted at a special meeting.
5. **QUORUM.** At any meeting of the Board of Directors, a majority of the total number of the whole board or a sole director shall constitute a quorum for all purposes. If a quorum shall fail to attend any meeting, a majority of those present may adjourn the meeting to another place, date, or time without further notice or waiver thereof.
6. **PARTICIPATION IN MEETINGS BY TELEPHONE CONFERENCE.** Members of the Board of Directors, or any committee thereof may participate in a meeting of such board or committee by means of telephone conference or similar means of remote communication that enable all persons participating in the meeting to hear each other. Such participation shall constitute presence in person at such meeting.

7. **CONDUCT OF BUSINESS.** At any meeting of the Board of Directors, business shall be transacted in such order and manner as the board may from time to time determine, and all matters shall be determined by the vote of a majority of the directors present, except as otherwise provided herein or required by law. Action may be taken by the Board of Directors without a meeting if all members thereof consent thereto in writing and the writing is filed with the minutes of the proceedings of the Board of Directors.

8. **ACTION WITHOUT A MEETING.** Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors, and such written consent is filed with the minutes of proceedings of the Board.

9. **REMOVAL.**

Subject to any limitation imposed by law, any individual director or directors may be removed with or without cause by the affirmative vote of the holders of at least a majority of the voting power of all then-outstanding shares of capital stock of the corporation entitled to vote generally at an election of directors, voting together as a single class.

10. **ADVANCE NOTICE FOR NOMINATION OF DIRECTORS.**

(a) Only persons who are nominated in accordance with the following procedures shall be eligible for election as directors of the Corporation, except as may be otherwise provided by the terms of one or more series of preferred stock with respect to the rights of holders of one or more series of preferred stock to elect directors. Nominations of persons for election to the Board at any annual meeting of stockholders, or at any special meeting of stockholders called for the purpose of electing directors as set forth in the Corporation's notice of such special meeting, may be made (i) by or at the direction of the Board or (ii) by any stockholder of the Corporation (x) who is a stockholder of record entitled to vote in the election of directors on the date of the giving of the notice provided for in this Article III Section 10 and on the record date for the determination of stockholders entitled to vote at such meeting and (y) who complies with the notice procedures set forth in this Article III Section 10.

(b) In addition to any other applicable requirements, for a nomination to be made by a stockholder, such stockholder must have given timely notice thereof in proper written form to the Secretary. To be timely, a stockholder's notice to the Secretary must be received by the Secretary at the principal executive offices of the Corporation (i) in the case of an annual meeting, not later than the close of business on the 90th day nor earlier than the close of business on the 120th day before the anniversary date of the immediately preceding annual meeting of stockholders; provided, however, that in the event that the annual meeting is more than 30 days before or more than 60 days after such anniversary date, notice by the stockholder to be timely must be so received not earlier than the close of business on the 120th day before the meeting and not later than the later of (x) the close of business on the 90th day before the meeting or (y) the close of business on the 10th day following the day on which public announcement of the date of the annual meeting was first made by the Corporation; and (ii) in the case of a special meeting of stockholders called for the purpose of electing directors, not later than the close of business on the 10th day following the day on which public announcement of the date of the special meeting is first made by the Corporation. In no event shall the public announcement of an adjournment or postponement of an annual meeting or special meeting commence a new time period (or extend any time period) for the giving of a stockholder's notice as described in this Article III Section 10.

(c) Notwithstanding anything in paragraph (b) to the contrary, in the event that the number of directors to be elected to the Board at an annual meeting is greater than the number of directors whose terms expire on the date of the annual meeting and there is no public announcement by the Corporation naming all of the nominees for the additional directors to be elected or specifying the size of the increased Board before the close of business on the 90th day prior to the anniversary date of the immediately preceding annual meeting of stockholders, a stockholder's notice required by this Article III Section 10 shall also be considered timely, but only with respect to nominees for the additional directorships created by such increase that are to be filled by election at such annual meeting, if it shall be received by the Secretary at the principal executive offices of the Corporation not later than the close of business on the 10th day following the date on which such public announcement was first made by the Corporation.

(d) To be in proper written form, a stockholder's notice to the Secretary must set forth (i) as to each person whom the stockholder proposes to nominate for election as a director (A) the name, age, business address and residence address of the person, (B) the principal occupation or employment of the person, (C) the class or series and number of shares of capital stock of the Corporation that are owned beneficially or of record by the person and (D) any other information relating to the person that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder; and (ii) as to the stockholder giving the notice (A) the name and record address of such stockholder as they appear on the Corporation's books and the name and address of the beneficial owner, if any, on whose behalf the nomination is made, (B) the class or series and number of shares of capital stock of the Corporation that are owned beneficially and of record by such stockholder and the beneficial owner, if any, on whose behalf the nomination is made, (C) a description of all arrangements or understandings relating to the nomination to be made by such stockholder among such stockholder, the beneficial owner, if any, on whose behalf the nomination is made, each proposed nominee and any other person or persons (including their names), (D) a representation that such stockholder (or a qualified representative of such stockholder) intends to appear in person or by proxy at the meeting to nominate the persons named in its notice and (E) any other information relating to such stockholder and the beneficial owner, if any, on whose behalf the nomination is made that would be required to be disclosed in a proxy statement or other filings required to be made in connection with solicitations of proxies for election of directors pursuant to Section 14 of the Exchange Act and the rules and regulations promulgated thereunder. Such notice must be accompanied by a written consent of each proposed nominee to being named as a nominee and to serve as a director if elected.

(e) If the Board or the chairman of the meeting of stockholders determines that any nomination was not made in accordance with the provisions of this Article III Section 10, or that the information provided in a stockholder's notice does not satisfy the information requirements of this Article III Section 10, then such nomination shall not be considered at the meeting in question. Notwithstanding the foregoing provisions of this Article III Section 10, if the stockholder (or a qualified representative of the stockholder) does not appear at the meeting of stockholders of the Corporation to present the nomination, such nomination shall be disregarded, notwithstanding that proxies in respect of such nomination may have been received by the Corporation.

(f) In addition to the provisions of this Article III Section 10, a stockholder shall also comply with all of the applicable requirements of the Exchange Act and the rules and regulations thereunder with respect to the matters set forth herein. Nothing in this Article III Section 10 shall be deemed to affect any rights of the holders of preferred stock to elect directors pursuant to the Certificate of Incorporation.

- 11. POWERS.** The Board of Directors may, except as otherwise required by law, exercise all such powers and do all such things as may be exercised or done by the Corporation, including, without limiting the generality of the foregoing, the unqualified power:
- (1) To declare dividends from time to time in accordance with law;
 - (2) To purchase or acquire any property, rights or privileges on such terms as it shall determine;
 - (3) To authorize the creation, making and issuance, in such form as it may determine of written obligations of any kind, negotiable or non-negotiable, secured, or unsecured, and to do all things necessary in connection therewith;
 - (4) To remove any officer of the Corporation with or without cause, and from time to time to devolve the powers and duties of any officer upon any other person;
 - (5) To confer upon any officer of the Corporation the power to appoint, remove and suspend subordinate officers and agents;
 - (6) To adopt from time to time such stock, option, stock purchase, bonus or other compensation plans for directors, officers and agents of the Corporation and its subsidiaries as it may determine;
 - (7) To adopt from time to time such insurance, retirement, and other benefit plans for directors, officers and agents of the Corporation and its subsidiaries as it may determine; and
 - (8) To adopt from time to time regulations, not inconsistent with these by-laws, for the management of the Corporation's business and affairs.

ARTICLE IV

COMMITTEES

1. **COMMITTEES OF THE BOARD OF DIRECTORS.** The Board of Directors, by a vote of a majority of the whole board, may from time to time designate committees of the board, with such lawfully delegable powers and duties as it thereby confers, to serve at the pleasure of the board and shall, for those committees and any others provided for herein, elect a director or directors to serve as the member or members, designating, if it desires, other directors as alternative members who may replace any absent or disqualified member at any meeting of the committee. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the Corporation; but no such committee shall have the power or authority in reference to amending the certificate of incorporation, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the Corporation's property and assets, recommending to the stockholders a dissolution of the Corporation or a revocation of a dissolution, or amending the bylaws of the Corporation; and, no such committee shall have the power or authority to declare a dividend, to authorize the issuance of stock or to adopt a certificate of ownership and merger. In the absence or disqualification of any member of any committee and any alternate member in his/her place, the member or members of the committee present at the meeting and not disqualified from voting, whether or not he/she or they constitute a quorum, may by unanimous vote appoint another member of the Board of directors to act at the meeting in the place of the absent or disqualified member.
2. **CONDUCT OF BUSINESS.** Each Committee may determine the procedural rules for meeting and conducting its business and shall act in accordance therewith, except as otherwise provided herein or required by law. Adequate provision shall be made for notice to members of all meetings; one-third of the members shall constitute a quorum unless the committee shall consist of one or two members, in which event one member shall constitute a quorum; and all matters shall be determined by a majority vote of the members present. Action may be taken by any committee without a meeting if all members thereof consent thereto in writing, and the writing is filed with the minutes of the proceedings of such committee.

ARTICLE V

OFFICERS

1. **GENERALLY.** The officers of the Corporation shall consist of the chief executive officer, a president, one or more vice-presidents, a secretary, a treasurer and such other subordinate officers as may from time to time be appointed by the Board of Directors. Officers shall be elected by the Board of Directors. Each officer shall hold his/her office until his/her successor is elected and qualified or until his/her earlier resignation or removal. The Chief Executive Officer shall be a member of the Board of Directors. Any number of offices may be held by the same person.
2. **CHIEF EXECUTIVE OFFICER..** Subject to the provisions of these by-laws and to the direction of the Board of Directors, the Chief Executive Officer shall have the responsibility for the general management and control of the affairs and business of the Corporation and shall perform all the duties and have all the powers, which are delegated to him/her by the Board of Directors. He/she shall have power to sign all stock certificates, contracts and other instruments of the Corporation which are authorized. He/she shall have general supervision and direction of all of the other officers and agents of the Corporation.

3. **PRESIDENT AND VICE PRESIDENTS.** President and each Vice-President, if any, shall perform such duties as the Board of Directors shall prescribe. In the absence or disabilities of the Chief Executive Officer, the President shall perform the duties and exercise the powers of the Chief Executive Officer.
4. **TREASURER.** The Treasurer shall have the custody of all monies and securities of the Corporation and shall keep regular books of account. He/she shall make such disbursements of the funds of the Corporation as are proper and shall render from time to time an account of all such transactions and of the financial conditions of the Corporation.
5. **SECRETARY.** The Secretary shall issue all authorized notices for and shall keep minutes of all meetings of the stockholders and the Board of Directors. He/she shall have charge of the corporate books.
6. **DELEGATION OF AUTHORITY.** The Board of Directors may from time to time delegate the powers or duties of any officer to any other officer or agents, notwithstanding any provision hereof.
7. **REMOVAL.** Any officer of the Corporation may be removed at any time with or without cause by the Board of Directors.
8. **ACTION WITH RESPECT TO SECURITIES OF OTHER CORPORATIONS.** Unless otherwise directed by the Board of Directors, the Chief Executive Officer shall have power to vote and otherwise act on behalf of the Corporation, in person or by proxy, at any meeting of the stockholders of or with respect to any action of stockholders of any other corporation in which this Corporation may hold securities and otherwise to exercise any and all rights and powers which this Corporation may possess by reason of its ownership of securities in such other corporation.

ARTICLE VI

RIGHT OF INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

1. **RIGHT OF INDEMNIFICATION.** To the fullest extent permitted by applicable law, as the same exists or may hereafter be amended, the Corporation shall indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (hereinafter a “*proceeding*”), by reason of the fact that he or she is or was a director or officer of the Corporation or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust, other enterprise or nonprofit entity, including service with respect to an employee benefit plan (hereinafter an “*Indemnitee*”), whether the basis of such proceeding is alleged action in an official capacity as a director, officer, employee or agent, or in any other capacity while serving as a director, officer, employee or agent, against all liability and loss suffered and expenses (including, without limitation, attorneys’ fees, judgments, fines, ERISA excise taxes and penalties and amounts paid in settlement) reasonably incurred by such Indemnitee in connection with such proceeding; provided, however, that, except as provided in Section 8.3 with respect to proceedings to enforce rights to indemnification, the Corporation shall indemnify an Indemnitee in connection with a proceeding (or part thereof) initiated by such Indemnitee only if such proceeding (or part thereof) was authorized by the Board.
2. **Right to Advancement of Expenses.** In addition to the right to indemnification conferred in Article VI Section 1 above, an Indemnitee shall also have the right to be paid by the Corporation to the fullest extent not prohibited by applicable law the expenses (including, without limitation, attorneys’ fees) incurred in defending or otherwise participating in any such proceeding in advance of its final disposition (hereinafter an “*advancement of expenses*”); provided, however, that, if the DGCL requires, an advancement of expenses incurred by an Indemnitee in his or her capacity as a director or officer of the Corporation (and not in any other capacity in which service was or is rendered by such Indemnitee, including, without limitation, service to an employee benefit plan) shall be made only upon the Corporation’s receipt of an undertaking (hereinafter an “*undertaking*”), by or on behalf of such Indemnitee, to repay all amounts so advanced if it shall ultimately be determined that such Indemnitee is not entitled to be indemnified under this Article VI or otherwise; *provided, however,* the Corporation shall not be required to advance such expenses to a director who is a party to an action, suit or proceeding brought by the Corporation and approved by a majority of the Board of Directors which alleges willful misappropriation of corporate assets by such director, disclosure of confidential information in violation of such director’s fiduciary or contractual obligations to the Corporation, or any other willful and deliberate breach in *bad faith* of such director’s duty to the Corporation or its stockholders.

3. **Right of Indemnitee to Bring Suit.** If a claim under Article VI Section 1 is not paid in full by the Corporation within 60 days after a written claim therefor has been received by the Corporation, except in the case of a claim for an advancement of expenses, in which case the applicable period shall be 20 days, the Indemnitee may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Indemnitee shall also be entitled to be paid the expense of prosecuting or defending such suit. In (a) any suit brought by the Indemnitee to enforce a right to indemnification hereunder (but not in a suit brought by an Indemnitee to enforce a right to an advancement of expenses) it shall be a defense that, and (b) in any suit brought by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the Corporation shall be entitled to recover such expenses upon a final judicial decision from which there is no further right to appeal (hereinafter a “*final adjudication*”) that, the Indemnitee has not met any applicable standard for indemnification set forth in the DGCL.

Neither the failure of the Corporation (including its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) to have made a determination prior to the commencement of such suit that indemnification of the Indemnitee is proper in the circumstances because the Indemnitee has met the applicable standard of conduct set forth in the DGCL, nor an actual determination by the Corporation (including a determination by its directors who are not parties to such action, a committee of such directors, independent legal counsel, or its stockholders) that the Indemnitee has not met such applicable standard of conduct, shall create a presumption that the Indemnitee has not met the applicable standard of conduct or, in the case of such a suit brought by the Indemnitee, shall be a defense to such suit. In any suit brought by the Indemnitee to enforce a right to indemnification or to an advancement of expenses hereunder, or by the Corporation to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that the Indemnitee is not entitled to be indemnified, or to such advancement of expenses, under this Article VI or otherwise shall be on the Corporation.

4. **Indemnification of Other Persons.** This Article VI shall not limit the right of the Corporation to the extent and in the manner authorized or permitted by law to indemnify and to advance expenses to persons other than Indemnitees. Without limiting the foregoing, the Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification and to the advancement of expenses to any employee or agent of the Corporation and to any other person who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a partnership, joint venture, trust or other enterprise, including service with respect to an employee benefit plan, to the fullest extent of the provisions of this Article VI with respect to the indemnification and advancement of expenses of Indemnitees under this Article VI.
5. **Amendments.** Any repeal or amendment of this Article VI by the Board or the stockholders of the Corporation or by changes in applicable law, or the adoption of any other provision of these ByLaws inconsistent with this Article VI, will, to the extent permitted by applicable law, be prospective only (except to the extent such amendment or change in applicable law permits the Corporation to provide broader indemnification rights to Indemnitees on a retroactive basis than permitted prior thereto), and will not in any way diminish or adversely affect any right or protection existing hereunder in respect of any act or omission occurring prior to such repeal or amendment or adoption of such inconsistent provision; provided however, that amendments or repeals of this Article VI shall require the affirmative vote of the stockholders holding at least 66.7% of the voting power of all outstanding shares of capital stock of the Corporation.

6. **Certain Definitions.** For purposes of this Article VI, (a) references to “*other enterprise*” shall include any employee benefit plan; (b) references to “*fin*es” shall include any excise taxes assessed on a person with respect to an employee benefit plan; (c) references to “*serving at the request of the Corporation*” shall include any service that imposes duties on, or involves services by, a person with respect to any employee benefit plan, its participants, or beneficiaries; and (d) a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner “not opposed to the best interest of the Corporation” for purposes of Section 145 of the DGCL.
7. **Contract Rights.** The rights provided to Indemnitees pursuant to this Article VI shall be contract rights and such rights shall continue as to an Indemnitee who has ceased to be a director, officer, agent or employee and shall inure to the benefit of the Indemnitee’s heirs, executors and administrators.
8. **Severability.** If any provision or provisions of this Article VI shall be held to be invalid, illegal or unenforceable for any reason whatsoever: (a) the validity, legality and enforceability of the remaining provisions of this Article VI shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of this Article VI (including, without limitation, each such portion of this Article VI containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.
9. **NON-EXCLUSIVITY OF RIGHTS.** The rights conferred by Sections 1 shall not be exclusive of any other right which such person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, by-laws, agreements, vote of the stockholders or disinterested directors or otherwise.
10. **INSURANCE.** The Corporation may maintain insurance, at its expense, to protect itself and any such director, officer, employee or agent of the Corporation or any other corporation, partnership, joint venture, trust or other enterprise against any such expense, liability or loss, whether or not the Corporation would have the power to indemnify such person against such expense, liability or loss under the DGCL.

ARTICLE VII
STOCK CERTIFICATES, DIVIDENDS, ETC.

1. **CERTIFICATES OF STOCK.** The shares of stock of the Corporation may or may not be represented by certificates; the Board of Directors may provide by resolution or resolutions that some or all of any class or series shall be uncertificated shares that may be evidenced by a book-entry system maintained by the registrar of such stock. If shares are represented by certificates, such certificates shall be in the form, other than bearer form, approved by the Board of Directors. The certificates representing shares of stock of each class shall be signed by, or in the name of, the Corporation by any two authorized officers of the Corporation. Any or all such signatures may be facsimiles. Although any officer, transfer agent, or registrar whose manual or facsimile signature is affixed to such a certificate ceases to be such officer, transfer agent, or registrar before such certificate has been issued, it may nevertheless be issued by the Corporation with the same effect as if such officer, transfer agent, or registrar were still such at the date of its issue.
2. **TRANSFERS OF STOCK.** Stock of the Corporation shall be transferable in the manner prescribed by law and in these bylaws. Any transfer of stock by a stockholder must be made in compliance with the Securities Act of 1933, as amended, as well as similar state securities laws. Transfers of stock shall be made on the books of the Corporation only by the holder of record thereof, by such person's attorney lawfully constituted in writing and, in the case of certificated shares, upon the surrender of the certificate thereof, which shall be cancelled before a new certificate or uncertificated shares shall be issued. No transfer of stock shall be valid as against the Corporation for any purpose until it shall have been entered in the stock records of the Corporation by an entry showing from and to whom transferred. To the extent designated by the President or the Treasurer of the Corporation, the Corporation may recognize the transfer of fractional uncertificated shares, but shall not otherwise be required to recognize the transfer of fractional shares
3. **RECORD DATE.** The Board of Directors may fix a record date, which shall not be more than 60 nor less than 10 days before the date of any meeting of stockholders or the time for the other actions hereinafter described, as of which there shall be determined the stockholders who are entitled: to notice of or to vote at any meeting of stockholders or any adjournment thereof; to express consent to corporate action in writing without a meeting; to receive payment of any dividend or other distribution or allotment of any rights; or to exercise any rights with respect to any change, conversion or exchange of stock or with respect to any other lawful action.
4. **LOST, STOLEN OR DESTROYED CERTIFICATES.** In the event of the loss, theft or destruction of any certificate of stock, the Corporation may issue a new certificate of stock in its place, provided that the owner of the lost, stolen or destroyed certificate, or such owner's legal representative shall provide the Corporation a written indemnification or bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of such new certificate.
5. **REGULATIONS.** The issue, transfer, conversion and registration of certificates of stock shall be governed by such other regulations as the Board of Directors may establish.
6. **DIVIDENDS.** Subject to applicable law and the Certificate of Incorporation, dividends upon the shares of capital stock of the Corporation may be declared by the Board of Directors at any regular or special meeting of the Board of Directors. Dividends may be paid in cash, in property, or in shares of the Corporation's capital stock, unless otherwise provided by applicable law or the Certificate of Incorporation.

ARTICLE VIII

NOTICES

1. **NOTICES.** Whenever notice is required to be given to any stockholder, director, officer, employee or agent, such requirement shall not be construed to mean personal notice. If mailed, notice is effectively given when deposited in the United States mail, postage prepaid, directed to the stockholder, director, officer, employee or agent at his or her address as it appears on the records of the Corporation. The time when such notice is dispatched shall be the time of the giving of the notice.
2. **ELECTRONIC TRANSMISSION.** Without limiting the manner by which notice otherwise may be given effectively to stockholders, directors, officers, employees or agents, any notice to stockholders, directors, officers, employees or agents given by the Corporation shall be effective if given by a form of electronic transmission consented to by the stockholder, director, officer, employee or agent to whom the notice is given. Any such consent shall be revocable by the stockholder, director, officer, employee or agent by written notice to the Corporation. Any such consent shall be deemed revoked if (1) the Corporation is unable to deliver by electronic transmission two consecutive notices given by the Corporation in accordance with such consent and (2) such inability becomes known to the secretary or an assistant secretary of the Corporation or to the transfer agent, or other person responsible for the giving of notice; provided, however, the inadvertent failure to treat such inability as a revocation shall not invalidate any meeting or other action. "Electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.
3. **WAIVERS.** A written waiver of any notice, signed by a stockholder, director, officer, employee or agent, whether before or after the time of the event for which notice is to be given, shall be deemed equivalent to the notice required to be given to such stockholder, director, officer, employee or agent. Neither the business nor the purpose of any meeting need be specified in such a waiver.

ARTICLE IX

COMPENSATION OF DIRECTORS

1. The directors may be paid their expenses for attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors and/or a stated salary as directors. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed similar reimbursement and compensation for serving on the committees and/or attending committee meetings.

ARTICLE X FORUM

1. Unless the Corporation consents in writing to the selection of an alternative *forum*, (a) the Court of Chancery (the “Chancery Court”) of the State of Delaware (or, in the event that the Chancery Court does not have jurisdiction, the federal district court for the District of Delaware or other state courts of the State of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive *forum* for (i) any derivative action, suit or proceeding brought on behalf of the Corporation, (ii) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any director, officer or stockholder of the Corporation to the Corporation or to the Corporation’s stockholders, (iii) any action, suit or proceeding arising pursuant to any provision of the DGCL or the bylaws of the Corporation or these Bylaws (as either may be amended from time to time) or (iv) any action, suit or proceeding asserting a claim against the Corporation governed by the internal affairs doctrine; and (b) subject to the preceding provisions of this Article X, the federal district courts of the United States of America shall be the exclusive *forum* for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act of 1933, as amended, including all causes of action asserted against any defendant to such complaint. If any action the subject matter of which is within the scope of clause (a) of the immediately preceding sentence is filed in a court other than the courts in the State of Delaware (a “Foreign Action”) in the name of any stockholder, such stockholder shall be deemed to have consented to (x) the personal jurisdiction of the state and federal courts in the State of Delaware in connection with any action brought in any such court to enforce the provisions of clause (a) of the immediately preceding sentence and (y) having service of process made upon such stockholder in any such action by service upon such stockholder’s counsel in the Foreign Action as agent for such stockholder.

Any person or entity purchasing or otherwise acquiring any interest in any security of the Corporation shall be deemed to have notice of and consented to this Article X. This Article X is intended to benefit and may be enforced by the Corporation, its officers and directors, the underwriters to any offering giving rise to such complaint, and any other professional or entity whose profession gives authority to a statement made by that person or entity and who has prepared or certified any part of the documents underlying the offering. Notwithstanding the foregoing, the provisions of this Article X shall not apply to suits brought to enforce any liability or duty created by the Exchange Act, as amended, or any other claim for which the federal courts of the United States have exclusive jurisdiction.

If any provision or provisions of this Article X shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever, (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Article X (including, without limitation, each portion of any paragraph of this Article X containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) the application of such provision to other persons or entities and circumstances shall not in any way be affected or impaired thereby.

ARTICLE XI CORPORATE OPPORTUNITY

1. The Corporation renounces, to the fullest extent permitted by law, any interest or expectancy of the Corporation in, or in being offered an opportunity to participate in, any Excluded Opportunity. An “**Excluded Opportunity**” is any matter, transaction or interest that is presented to, or acquired, created or developed by, or which otherwise comes into the possession of any stockholder or any partner, member, director, stockholder, employee, affiliate or agent of any such holder, other than someone who is an employee of the Corporation or any of its subsidiaries (collectively, “**Covered Persons**”), unless such matter, transaction or interest is presented to, or acquired, created or developed by, or otherwise comes into the possession of, a Covered Person expressly and solely in such Covered Person’s capacity as a director of the Corporation while such Covered Person is performing services in such capacity. Any repeal or modification of this Article XI will only be prospective and will not affect the rights under this Article XI in effect at the time of the occurrence of any actions or omissions to act giving rise to liability. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the affirmative vote of at least 66.7% of the voting power of all outstanding shares of capital stock of the Corporation.

ARTICLE XII

MISCELLANEOUS

1. **FACSIMILE SIGNATURE.** In addition to the provisions for the use of facsimile signatures elsewhere specifically authorized in these by-laws, facsimile signatures of any director or officer of the Corporation may be used whenever and as authorized by the Board of Directors or a committee thereof.
2. **CORPORATE SEAL.** The Board of Directors may provide a suitable seal, containing the name of the Corporation. The secretary of the Corporation shall be in charge of the seal. If and when so directed by the Board of Directors or a committee thereof, a duplicate of the seal may be kept and used by the treasurer or by the assistant secretary or assistant treasurer.
3. **RELIANCE UPON BOOKS, REPORTS, AND RECORDS.** Each director, each member of any committee designated by the Board of Directors, and each officer of the Corporation shall, in performance of his/her duties, be fully protected in relying in good faith upon the books of account or records of the Corporation, including reports made to Corporation by any of its officers, by an independent certified public accountant, or by an appraiser selected with reasonable care.
4. **FISCAL YEAR.** The fiscal year of the Corporation shall be fixed by the Board of Directors.
5. **TIME PERIODS.** In applying any provision of these by-laws which require that an act be done during a period of specified number of days prior to an event, calendar days shall be used for determining the period, and the day of the event shall be included.
6. **BANK ACCOUNT AND LOAN AUTHORIZATION.** Resolutions required by the banks and/or other depository and lending institutions which refer to Board of Directors resolutions may be signed by two officers of the Corporation, one of which shall be the Chief Executive Officer or President or President or Vice-President and the other endorsement shall be the Secretary or Treasurer. A copy of such resolution shall be immediately filled in the records and the minute books of the Corporation.

ARTICLE XIII

AMENDMENTS

1. These Bylaws may be supplemented, amended, or repealed by the Board or by a vote of stockholders entitled to cast at least a majority of the votes which all stockholders are entitled to cast thereon, at any regular or special meeting of the stockholders, duly convened after notice to the stockholders of that purpose; provided, that (a) the Board of Directors may not alter, amend or repeal any provision of these Bylaws which under the DGCL, by the Certificate of Incorporation or by these Bylaws requires action by the stockholders and (b) any alteration, amendment or repeal of these Bylaws by the Board of Directors and any new Bylaw adopted by the Board of Directors may be altered, amended or repealed by the stockholders as set forth in this Section..

Certificate: The undersigned, being the duly elected and acting Secretary of DiamiR Biosciences Corp., a Delaware corporation, hereby certifies the foregoing By-laws of such corporation duly adopted by its Board of Directors.

Date: July 20, 2026

Niki Biosolutions, Inc.

[], Secretary

**NIKI BIOSOLUTIONS, INC.
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
DISTRIBUTING SERIES A PREFERRED STOCK**

The undersigned, Alidad Mireskandari do hereby certifies that:

1. I am the President and Chief Operating Officer of Niki BioSolutions, Inc., a Delaware corporation (the “Corporation”).
2. The Corporation is authorized to issue 10,000,000 shares of preferred stock, none of which have been issued.
3. The following resolutions were duly adopted by the board of directors of the Corporation (the “Board of Directors”):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 10,000,000 shares, \$0.0001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized to fix the dividend rights, dividend rate, voting rights, conversion rights, rights and terms of redemption and liquidation preferences of any wholly unissued series of preferred stock and the number of shares constituting any series and the designation thereof, of any of them; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions and other matters relating to a series of the preferred stock, which shall consist of up to 1,810,000 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

“Affiliate” means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act.

“Business Day” means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of New York are authorized or required by law or other governmental action to close.

“Holder” shall have the meaning given such term in Section 2.

“Liquidation” shall have the meaning set forth in Section 5.

“New York Courts” shall have the meaning set forth in Section 7(d).

“Person” means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

“Preferred Stock” shall have the meaning set forth in Section 2.

“Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Stated Value” shall have the meaning set forth in Section 2, as the same may be increased pursuant to Section 3.

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as Series A Preferred Stock (the “Preferred Stock”) and the number of shares so designated shall be up to 1,810,000 (which shall not be subject to increase without the written consent of the holders of a majority of the then outstanding shares of the Preferred Stock (each, a “Holder” and collectively, the “Holders”). Each share of Preferred Stock shall have a par value of \$0.0001 per share and a stated value equal to \$0.0001, subject to increase set forth in Section 3 below (the “Stated Value”).

Section 3. Dividends and Distribution. Holders shall not be entitled to receive, and the Corporation shall not pay, regularly scheduled dividends on this Preferred Stock; provided that in the event that the Corporation liquidates for cash all or any portion of its Alzheon Common Stock (an “Asset Sale”), in the event that the Board of Directors, in its sole discretion, determines to make a distribution of the proceeds of such Asset Sale to its equity holder, the Corporation shall distribute to the Holders of the Preferred Stock, in the aggregate and ratably, 70% of the net cash proceeds received by the Corporation from any such Asset Sale (“Cash Distribution”). “Net cash proceeds” shall mean any cash proceeds received by the Corporation from the Asset Sale less any fees and expenses, including the payment of any corporate taxes, incurred by the Corporation in connection with the Asset Sale. Such Cash Distribution shall be made within ten (10) business days of receipt of the proceeds of the Asset Sale.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Preferred Stock shall have no voting rights. However, as long as any shares of Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Preferred Stock or alter or amend this Certificate of Designation, (b) authorize or create any class of stock ranking as to dividends, redemption or distribution of assets upon a Liquidation (as defined in Section 5) senior to, or otherwise pari passu with, the Preferred Stock solely as it relates to the Cash Distributions, (c) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Preferred Stock, or (e) enter into any agreement with respect to any of the foregoing.

Section 5. Liquidation. Upon any liquidation, dissolution or winding-up of the Corporation, whether voluntary or involuntary (a "Liquidation"), the Holders shall be entitled to receive out of the assets, whether capital or surplus, of the Corporation an amount equal to the Stated Value, plus any Cash Distributions it may be entitled to thereon and any other fees or liquidated damages then due and owing thereon under this Certificate of Designation, for each share of Preferred Stock, and if the assets of the Corporation shall be insufficient to pay in full such amounts, then the entire assets to be distributed to the Holders shall be ratably distributed among the Holders in accordance with the respective amounts that would be payable on such shares if all amounts payable thereon were paid in full.

Section 6. Conversion. The Preferred Stock is not convertible into or exchangeable for common stock or other securities or property.

Section 7. Miscellaneous.

a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder including, without limitation, any Notice of Conversion, shall be in writing and delivered personally, by e-mail attachment, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the address set forth above Attention: Alidad Mireskandari, e-mail address amireskandari@diamirbio.com, or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 7. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by e-mail attachment, or sent by a nationally recognized overnight courier service addressed to each Holder at the e-mail address or address of such Holder appearing on the books of the Corporation, or if no such e-mail address or address appears on the books of the Corporation, at the principal place of business of such Holder, as supplementally provided to the Corporation. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via e-mail attachment at the e-mail address set forth in this Section prior to 5:30 p.m. (New York City time) on any date, (ii) the next Business Day after the date of transmission, if such notice or communication is delivered via e-mail attachment at the e-mail address set forth in this Section on a day that is not a Business Day or later than 5:30 p.m. (New York City time) on any Business Day, (iii) the second Business Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

b) Lost or Mutilated Preferred Stock Certificate. If a Holder's Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

c) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the state of New York, without regard to the principles of conflict of laws thereof. All legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated hereby (whether brought against a party hereto or its respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the City of New York, Borough of Manhattan (the "New York Courts"). The Corporation and each Holder hereby irrevocably submits to the exclusive jurisdiction of the New York Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such New York Courts, or such New York Courts are improper or inconvenient venue for such proceeding. The Corporation and each Holder hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. The Corporation and each Holder hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby. If the Corporation or any Holder shall commence an action or proceeding to enforce any provisions of this Certificate of Designation, then the prevailing party in such action or proceeding shall be reimbursed by the other party for its attorneys' fees and other costs and expenses incurred in the investigation, preparation and prosecution of such action or proceeding.

d) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

e) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

f) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

g) Termination; Status of Redeemed Preferred Stock. Shares of Preferred Stock shall terminate and no longer be outstanding upon the completion in full of the Asset Sale and Cash Distribution. Thereafter, such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Distributing Preferred Stock.

Section 7. Effective Date.

This Certificate of Designation shall be effective as of July 20, 2026, immediately after the Corporation's Certificate of Incorporation is effective.

RESOLVED, FURTHER, that the Chairman, the president or any vice-president, and the secretary or any assistant secretary, of the Corporation be and they hereby are authorized and directed to prepare and file this Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate this 20th day of July 2026.

/s/ Alidad Mireskandari

Name: Alidad Mireskandari

Title: President and Chief Operating Officer

STOCKHOLDERS AGREEMENT**by and among****NIKI BIOSOLUTIONS, INC. (F/K/A APTORUM GROUP LIMITED)****And****THE STOCKHOLDERS THAT ARE SIGNATORIES HERETO****Dated as of July 20, 2026****STOCKHOLDERS AGREEMENT**

THIS STOCKHOLDERS AGREEMENT (as it may be amended from time to time in accordance with the terms hereof, this “**Agreement**”), dated as of July 20, 2026, is made by and among Niki BioSolutions, Inc., a Delaware corporation (f/k/a Aptorum Group Limited) (the “**Company**”), and the stockholders of the Company who are or become signatories hereto (each, a “**Stockholder**” and, collectively, the “**Stockholders**”).

RECITALS

WHEREAS, on July 14, 2025, the Company entered into that certain Agreement and Plan of Merger (the “**Merger Agreement**”), by and between the Company and DiamiR Biosciences Corp., a Delaware corporation (“**DiamiR**”), pursuant to which, among other things, upon the terms and subject to the conditions set forth therein, the Company will form a direct wholly owned subsidiary (“**Merger Sub**”), and Merger Sub will merge with and into DiamiR (the “**Merger**”), with DiamiR being the surviving corporation of the Merger and be a wholly owned subsidiary of the Company;

WHEREAS, pursuant to the Merger Agreement and prior to the closing of the Merger, Aptorum Group Limited will change its jurisdiction of incorporation from Cayman Islands to Delaware, United States and change its name to Niki BioSolutions, Inc. (the “**Reincorporation**”);

WHEREAS, pursuant to the Merger Agreement, the Company shall issue shares of common stock to its stockholders and the stockholders of DiamiR at the closing of Merger, and immediately following the Merger, DiamiR will become a wholly owned subsidiary of the Company and the Stockholders will become stockholders of the Company;

WHEREAS, prior to the Merger, the Stockholders collectively owned 76.5% of the issued and outstanding shares of DiamiR’s common stock;

WHEREAS, as a condition to the closing of the Merger, the Company and the Stockholders have entered into this Agreement; and

WHEREAS, the Company and the Stockholders desire to enter into this Agreement to set forth their understanding and agreement as to certain rights and obligations of the Stockholders and the Company upon and after the consummation of the Merger.

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

ARTICLE 1 DEFINITIONS

Section 1.01. *Definitions.* As used in this Agreement, the following terms shall have the following meanings:

“**2027 Meeting**” has the meaning set forth in Section 3.01(b)(iii)(A).

“**Affiliate**” means (a) with respect to the Primary Stockholder, any Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person, and (b) with respect to any other Person, any Person directly or indirectly controlling or controlled by or under direct or indirect common control with such Person; provided that for purposes hereof, (i) each Primary Stockholder shall be deemed to be an Affiliate of every other Primary Stockholder, (ii) neither the Company nor any Subsidiary of the Company shall be deemed to be an Affiliate of any Stockholder, and (iii) except as set forth in clause (i) above, no Stockholder shall be deemed to be an Affiliate of any other Stockholder. For purposes of this definition, “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or partnership or other ownership interests, by contract, as trustee or executor, or otherwise.

“**Agreement**” has the meaning set forth in the preamble.

“**Appointment Period**” has the meaning set forth in Section 3.01(a).

“**Beneficially Own**” has the meaning set forth in Rule 13d-3 of the Securities Exchange Act of 1934, but without reference to clause (d)(1) of such Rule.

“**Board of Directors**” means the board of directors of the Company.

“**Business Day**” means any day other than a Saturday, Sunday or day on which banking institutions in New York, New York are authorized or obligated by Law or executive order to close.

“**Capital Stock**” means the Company Shares and any other class or series of capital stock or other equity securities of the Company, whether authorized or issued as of or after the date of this Agreement.

“**Company**” has the meaning set forth in the preamble.

“**Company Shares**” means common stock of the Company and any and all securities of any kind whatsoever of the Company that may be issued by the Company after the date hereof in respect of, in exchange for, or in substitution of, Company Shares, pursuant to any stock dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations or any other similar transaction occurring after the date hereof.

“**Director**” means a member of the Board of Directors.

“**Fall Away Event**” has the meaning set forth in Section 3.01(b)(i).

“**Governing Documents**” means the certificate of incorporation of the Company, as amended, modified or restated from time to time, and the by-laws of the Company, as amended, modified or restated from time to time.

“**Governmental Authority**” means any national, transnational, supranational, foreign, federal, state, provincial, county, municipal or local governmental authority, or any subdivision thereof, any regulatory or administrative agency or authority, department, board, bureau agency, instrumentality or commission, including any political subdivision thereof, or any court, tribunal, administrative hearing body, arbitration panel or commission.

“**Independent Director**” means a Director who qualifies, as of the date of such Director’s election or appointment to the Board of Directors and as of any other date on which the determination is being made, as an “independent director” pursuant to SEC rules and applicable listing standards, as determined by the Board of Directors without the vote of such Director (or, in the case of any Primary Stockholder Designee, any other Primary Stockholder Designee that the remaining Directors have not determined to be an Independent Director).

“**Law**” means any U.S. or non-U.S. supranational, federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, policy, guideline, executive order, order or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, in each case as amended or supplemented from time to time and including any rules, regulations or interpretations promulgated thereunder.

“**Merger Agreement**” has the meaning set forth in the recitals.

“**Merger**” has the meaning set forth in the recitals.

“**Necessary Action**” means, with respect to a specified result, all actions (to the extent such actions are within such party’s direct or indirect control (it being understood that anything within the control of the Board of Directors shall be deemed to be within the control of the Company) permitted by applicable Law, applicable stock exchange rules and listing standard then in effect, and by the Governing Documents) necessary or advisable to cause such result, including (i) voting or providing a written consent or proxy with respect to the Company Shares or soliciting proxies, if applicable, (ii) causing the adoption of stockholders’ resolutions and amendments to the Governing Documents, (iii) causing Directors (to the extent such Directors were nominated or designated by the Person obligated to undertake the Necessary Action, and subject to any fiduciary duties that such Directors may have as Directors) to act in a certain manner or causing them to be removed, to the extent permitted under the Governing Documents and applicable Law, in the event they do not act in such a manner, (iv) executing agreements and instruments and (v) assuming receipt of all information reasonably required to be provided by any Stockholder or other Person, making, or causing to be made, with governmental, administrative or regulatory authorities, any filings, registrations or similar actions that are required to achieve such result.

“**Observer**” has the meaning set forth in Section 3.01(e).

“**Ownership Threshold**” has the meaning set forth in Section 3.01(b)(i).

“**Party**” means the Company and the Stockholders party to this Agreement, including any Permitted Transferee who becomes a Party pursuant to Section 4.02.

“**Permitted Transferee**” means in the case of any Stockholder an Affiliate of such Stockholder.

“**Person**” means an individual, partnership, limited liability company, corporation, trust, other entity, association, estate, unincorporated organization or a government or any agency or political subdivision thereof.

“**Primary Stockholder**” means Kira S. Sheinerman, the co-founder of DiamiR.

“**Primary Stockholder Designees**” has the meaning set forth in Section 3.01(b)(i).

“**Primary Stockholder Nominee**” has the meaning set forth in Section 3.01(b)(iii)(A).

“**Primary Stockholder Parties**” means the Primary Stockholder and Affiliates of such Person to whom Company Shares are Transferred by the Primary Stockholder after the date of this Agreement in accordance with this Agreement.

“**Requisite Consent**” has the meaning set forth in Section 3.01(a).

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Significant Subsidiary**” means any Subsidiary of the Company that is considered a “significant subsidiary” within the meaning of Rule 1-02(w) of Regulation S-X.

“**Stock Equivalents**” means any security or instrument that is, by its terms, directly or indirectly, convertible into or exchangeable or exercisable (at any time or upon the occurrence of any event or contingency and without regard to any vesting or other conditions) for Capital Stock, and any option, warrant, performance stock unit, restricted stock unit or other right to subscribe for, purchase or acquire Capital Stock or Stock Equivalents, disregarding any restrictions or limitations on the exercise of such rights and including, for the avoidance of doubt, any note or debt security or instrument convertible into or exchangeable for Capital Stock.

“**Stockholder**” and “**Stockholders**” have the meaning set forth in the preamble.

“**Stockholder Reserved Matter**” has the meaning set forth in Section 3.04(a).

“**Subsidiary**” means, with respect to any Person, any corporation, partnership, limited liability company, or other business entity of which a majority of the voting securities or voting interests is at the time Beneficially Owned, or the management of which is otherwise controlled, directly or indirectly, through one or more intermediaries, or both, by such Person.

“**Transfer**” means, with respect to any Company Shares, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, mortgage, encumber, hypothecate or otherwise transfer, in whole or in part, any Company Shares, whether directly or indirectly, or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, mortgage, encumbrance, hypothecation or other transfer, in whole or in part, of any Company Shares or any agreement or commitment to do any of the foregoing.

Section 1.02. *Other Interpretive Provisions.*

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words “**hereof**,” “**herein**,” “**hereby**,” “**hereunder**” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and any subsection and Section references are to this Agreement unless otherwise specified.

(c) The term “**including**” is not limiting and means “including without limitation.”

(d) The term “**or**” is not exclusive.

(e) The word “**extent**” in the phrase “to the extent” shall mean the degree to which a subject or other thing extends, and such phrase shall not mean simply “if.”

(f) The captions and headings of this Agreement are for convenience of reference only and shall not affect the interpretation of this Agreement.

(g) Any agreement, instrument, statute, rule, regulation or listing standard defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument, statute, rule, regulation or listing standard as from time to time amended, modified or supplemented, unless otherwise specifically indicated.

(h) References to a Person are also to its permitted successors and assigns.

(i) Unless otherwise specifically indicated, all references to “dollars” and “\$” shall be deemed references to the lawful money of the United States of America.

(j) Whenever the context requires, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms.

ARTICLE 2

REPRESENTATIONS AND WARRANTIES

Each of the Parties hereby represents and warrants, solely with respect to itself, severally but not jointly, to each other Party that:

Section 2.01. *Existence; Authority; Enforceability.* The Company has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The Company is duly organized and validly existing under the Laws of its jurisdiction of organization, and the execution of this Agreement, and the performance of its obligations hereunder, have been authorized by all necessary action, and no other act or proceeding on its part is necessary to authorize the execution of this Agreement or the performance of its obligations hereunder. This Agreement has been duly executed by the Party and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms except as the same may be affected by bankruptcy, insolvency, moratorium or similar Laws, or by legal or equitable principles relating to or limiting the rights of contracting parties generally.

Section 2.02. *Absence of Conflicts.* The execution and delivery by the Company or such other Party of this Agreement and the performance of its obligations hereunder does not (a) with respect to the Company, conflict with, or result in the breach of any provision of the constitutive documents of the Company; (b) result in any violation, breach, conflict, default or event of default (or an event which with notice, lapse of time, or both, would constitute a default or event of default), or give rise to any right of acceleration or termination or any additional payment obligation, under the terms of any contract, agreement or permit to which such Party is a party or by which such Party’s assets or operations are bound or affected; or (c) violate any Law applicable to such Party, except, in the case of clause (b), as would not have a material adverse effect on such Party’s ability to perform its obligations hereunder.

Section 2.03. *Consents.* Other than as has already been obtained, no consent, waiver, approval, authorization, exemption, registration, license or declaration is required to be made or obtained by such Party in connection with the execution, delivery or performance of this Agreement, except, in each case, as would not have a material adverse effect on such Party’s ability to perform its obligations hereunder.

ARTICLE 3
GOVERNANCE

Section 3.01. *Board of Directors.*

(a) On the date of this Agreement, each of the Company and the Stockholders shall take all Necessary Action to cause the number of Directors constituting the Board of Directors to be fixed at five (5) Directors. From and after the date of this Agreement, so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares (such period, the “**Appointment Period**”), the Company shall not change the number of Directors constituting the Board of Directors without the prior written approval of the Primary Stockholder Parties (the “**Requisite Consent**”).

(b) During the Appointment Period:

(i) the Primary Stockholder Parties shall have the right, but not the obligation, to designate, from time to time, (A) so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 36% of the then outstanding Company Shares, two (2) designees for nomination and election to the Board of Directors, [and at least one (1) designee shall satisfy the independence requirements of Rule 5605(c) (2)(A) of the Nasdaq rules] and (B) so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares, one (1) designee for nomination and election to the Board of Directors, (such designees set forth in clauses (A) and (B) of this Section 3.01(b)(i), the “**Primary Stockholder Designees**”), and at any such time that the Stockholders cease to Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares, the Primary Stockholder Parties shall no longer have any right to designate any nominee for election to the Board of Directors pursuant to this Agreement; provided that if at any time the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equaling less than any of the thresholds set forth in clauses (A) through (B) (any such time, a “**Fall Away Event**” and any such threshold, an “**Ownership Threshold**”), then the Primary Stockholder Parties’ designation right(s) with respect to such Ownership Threshold shall fall away and no longer apply to the Primary Stockholder Parties from and after the Fall Away Event through the end of the term of this Agreement even if, after the applicable Fall Away Event, the Stockholders again Beneficially Own, in the aggregate, a number of Company Shares equaling or exceeding such applicable Ownership Threshold;

(ii) the Company and the Stockholders shall take all Necessary Action to cause the Board of Directors to be constituted as set forth in this Section 3.01 (including by nominating and appointing Primary Stockholder Designees or, to the extent permitted under the Governing Documents and applicable Law, removing Primary Stockholder Designees (at the request of the Primary Stockholder Parties) and promptly filling any vacancies created by reason of death, disability, retirement, removal or resignation of the Primary Stockholder Designees with a new Primary Stockholder Designee);

(iii) at any meeting of the Company's stockholders, however called, or at any adjournment or postponement thereof, or in any other circumstances upon which a vote, consent or other approval (including by written consent) is sought or obtained by or from the stockholders of the Company;

(A) for the election of Directors: (1) each Stockholder shall vote all of the Company Shares held by such Stockholder in favor of each Primary Stockholder Designee; (2) with respect to the election of nominees who are not Primary Stockholder Designees, (a) until the Company's 2027 annual stockholders meeting (the "**2027 Meeting**"), each Stockholder shall vote all of the Company Shares held by such Stockholder in accordance with the recommendations of the Nominating and Governance Committee of the Board of Directors; and (b) beginning at the 2027 Meeting and at each annual meeting thereafter: (i) each Stockholder may vote, in its sole discretion, all of the Company Shares held by such Stockholder in favor of one additional nominee who is not an Primary Stockholder Designee; provided that if the number of Directors constituting the Board of Directors is increased above five (5), then the number of additional nominees under this clause (i) shall automatically increase by such number of additional Directors (each such additional nominee or nominees, as applicable, an "**Primary Stockholder Nominee**"); and (ii) with respect to any uncontested election of a nominee who is not a Primary Stockholder Designee or a Primary Stockholder Nominee, each Stockholder shall vote the Company Shares held by such Stockholder in the same manner as, and in the same proportion to, all shares voted by holders of Company Shares, excluding the votes or actions of the Stockholders with respect to the Company Shares of the Stockholders;

(B) for all other proposals or resolutions to be voted on by the stockholders of the Company, each Stockholder may vote all of the Company Shares held by such Stockholder in its sole discretion;

(iv) the Company shall include the Primary Stockholder Designees in the slate of nominees recommended by the Board of Directors and in the Company's proxy statement or notice of each meeting at which Directors are to be elected and shall take all Necessary Action and use commercially reasonable efforts to cause the Primary Stockholder Designees to be elected or appointed to the Board of Directors, including by nominating such designees to be elected as Directors;

(v) upon reasonable prior written notice by the Company to the Primary Stockholder Parties, the Primary Stockholder Parties shall (A) use commercially reasonable efforts to supply to the Company, prior to any nomination or appointment of a Primary Stockholder Designee and on an on-going basis, as necessary, customary and reasonable (1) information and materials of a similar type and scope as the Company reasonably requires from the other members of the Board of Directors that is required to be disclosed (x) in proxy statements under applicable Law or (y) otherwise in connection with the Company's legal, regulatory, auditor or stock exchange requirements (including, if applicable, any Directors' questionnaire or similar document), and (B) deliver to the Company an executed consent in the same form as the Company reasonably requires from the other members of the Board of Directors in the ordinary course of business consistent with past practices, from each of the Primary Stockholder Designees to be named as a nominee in any proxy statement or similar materials for any annual meeting or special meeting of stockholders and to serve as a Director if so elected;

(vi) upon the first date that the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to less than 36% of the then outstanding Company Shares, the Primary Stockholder Parties shall provide written notice to the Company and, at the sole discretion of the Primary Stockholder Parties, shall (A) cause one (1) of the Primary Stockholder Designees to tender his or her resignation from the Board of Directors effective no later than at or prior to the next annual meeting of the stockholders of the Company or (B) provide written notice to the Board of Directors that the Primary Stockholder Parties will not designate one of the Primary Stockholder Designees that the Primary Stockholder Parties would otherwise have the right to designate pursuant to Section 3.01(b)(i) at the next annual meeting of the stockholders of the Company, such that upon acceptance by the Board of Directors of such resignation or following the next annual meeting, as applicable, the number of Primary Stockholder Designees serving on the Board of Directors would be one (1); and

(vii) upon the first date that the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to less than 25% of the then outstanding Company Shares, the Primary Stockholder Parties shall provide written notice to the Company and shall cause each of the remaining Primary Stockholder Designees to tender his or her immediate resignation from the Board of Directors.

In the event that any Primary Stockholder Designee is required to tender his or her resignation pursuant to subparts (vi) – (vii) above, then the Board of Directors, acting by a majority of the Directors who are not Primary Stockholder Designees, may determine whether to accept such resignation effective immediately, reject such resignation or agree to an alternative arrangement until such Primary Stockholder Designee's successor is elected or appointed to serve on the Board of Directors.

(c) Unless otherwise consented to in writing by the Primary Stockholder Parties, the Company shall take all Necessary Action to cause the 2027 Meeting to be held on or about December 31, 2027 or an earlier date.

(d) Any nominee designated by the Primary Stockholder Parties pursuant to this Section 3.01 may be removed, from time to time and at any time, by the Primary Stockholder Parties upon notice to the Company, to the extent permitted under the Governing Documents and applicable Law. Neither the Company nor any other Stockholder shall take action to remove or cause the removal of any Primary Stockholder Designee other than for cause.

(e) Subject to the provisions of this Section 3.01(e), the Person designated by DiamiR pursuant to Section 7.05 of the Merger Agreement to observe meetings of the Board of Directors (the “**Observer**”) shall, until the earlier of (i) two (2) years from the date of this Agreement, (ii) the Observer's death, disability, retirement or resignation or (iii) such time as may be determined by a majority of the Directors who are Primary Stockholder Designees, be entitled to observe all meetings of the Board of Directors, solely in the capacity of a non-voting observer. The Observer shall be entitled to such compensation (and reimbursement of expenses) to serve as an observer (for so long as he or she serves as the Observer) commensurate with the compensation paid (and entitlement to reimbursement of expenses) to non-management directors on the Board of Directors. In no event shall the Observer be considered or deemed to be a director or present (or required to be present) for purposes of a quorum, nor shall the Observer have any right to vote on, consent to or otherwise approve any activity or policy of the Company or any activity or policy taken or adopted by the Board of Directors. The Board of Directors may, as determined in the reasonable discretion of a majority of the Board of Directors, exclude the Observer from any meeting of the Board of Directors (or any portion thereof), and the Board of Directors shall not be required to provide the Observer with written materials, to the extent necessary to maintain the attorney-client privilege with respect to any communication. For the avoidance of doubt, this Section 3.01(e) does not entitle the Company to designate or otherwise cause the appointment of any replacement or successor to its original appointee to the position of Observer.

(f) The Company shall enter into indemnification agreements and maintain directors and officers liability insurance for the benefit of each Primary Stockholder Designee elected or appointed to the Board of Directors with respect to all periods during which such individual is a member of the Board of Directors, on terms, conditions and amounts substantially similar to the terms, conditions and amounts of the Company's then current directors and officers liability insurance policy, and shall use commercially reasonable efforts to cause such indemnification and insurance to be maintained in full force and effect. The Company shall provide each Primary Stockholder Designee (other than, solely with respect to director fees and equity awards, any partner, director, officer or employee of any Primary Stockholder Party or any of its Affiliates (excluding for the avoidance of doubt the Company and its Subsidiaries)) with all benefits (including all fees, awards, other compensation arrangements and entitlements) in accordance with the Company's written policies and on substantially the same terms and conditions as are provided to other members of the Board of Directors performing similar roles.

(g) The Company shall reimburse the Primary Stockholder Designees for all reasonable out-of-pocket expenses incurred in connection with their duties as Directors, including their attendance at meetings of the Board of Directors and any committees thereof, in accordance with the Company's applicable written policies in effect at such time.

(h) The Company and the Stockholders each acknowledge that each of the Observer and the Primary Stockholder Designees, respectively, will be required to comply with all policies, procedures, processes, codes, rules, standards and guidelines applicable to all Directors, including the Company's code of business conduct and ethics, securities trading policies, Directors' confidentiality policy, and corporate governance guidelines, and preserve the confidentiality of Company business and information, including discussions of matters considered in meetings of the Board of Directors or committees of the Board of Directors.

(i) The Company and the Stockholders agree that, notwithstanding anything to the contrary in any other agreement or at law or in equity, when any of the Primary Stockholder Parties (in their capacity as Stockholders) takes any action under this Agreement to give or withhold its consent, such Person shall, to the fullest extent permitted by applicable Law, have no duty to consider the interests of the Company or the other Stockholders or any other stockholders of the Company and may act exclusively in its and its Affiliates' own interests; provided, however, that the foregoing shall in no way affect the obligations of the Parties to comply with the provisions of this Agreement.

(a) During the Appointment Period:

(i) the Primary Stockholder Parties shall have the right to designate, for so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 36% of the then outstanding Company Shares, one (1) Primary Stockholder Designees to serve on each committee of the Board of Directors, in each case, to the extent such Directors are permitted to serve on such committees under SEC rules and applicable listing standards then in effect; provided that, if there is a Fall Away Event in respect of any of the Ownership Thresholds in clause (A), then the Primary Stockholder Parties' committee designation right(s) in respect of such Ownership Threshold shall fall away and no longer apply to the Primary Stockholder Parties (or, for the avoidance of doubt, any other Stockholder) from and after the Fall Away Event through the end of the term of this Agreement even if, after the applicable Fall Away Event, the Stockholders again Beneficially Own, in the aggregate, a number of Company Shares equaling or exceeding such applicable Ownership Threshold;

(ii) each committee of the Board of Directors shall consist of three (3) Directors unless otherwise approved by a majority of the Primary Stockholder Designees and a majority of the Directors who are not Primary Stockholder Designees;

(iii) each committee shall consist of at least two (2) Directors who are not Primary Stockholder Designees, unless otherwise approved by a majority of the Primary Stockholder Designees and a majority of the Directors who are not Primary Stockholder Designees; and

(iv) the audit committee of the Board of Directors shall be comprised entirely of independent directors (in accordance with the applicable listing standards of the Nasdaq Stock Market); provided that if, at any time during the Appointment Period, the Primary Stockholder Parties are unable to designate the full amount of Primary Stockholder Designees to the audit committee of the Board of Directors as a result of this clause (iv), then immediately upon any Primary Stockholder Designee being determined to be an Independent Director (A) the Primary Stockholder Parties shall be entitled, upon written notice to the Company, to immediately designate such number of Primary Stockholder Designees to the Audit Committee that are (x) Independent Directors and (y) permitted pursuant to Section 3.02(a)(i) and (B) following such notice in clause (A), the Company shall take all Necessary Action to have a corresponding number of Directors that are not Primary Stockholder Designees then serving on the Audit Committee to promptly resign.

(b) The Company and the Stockholders shall take all Necessary Action to cause each committee to be constituted as set forth in this Section 3.02. The Company shall use commercially reasonable efforts to cause the appointment of the Directors designated by the Primary Stockholder Parties to the committees of the Board of Directors in accordance with this Section 3.02. Notwithstanding anything to the contrary in this Agreement, this Agreement shall not and shall not be construed in any way to limit the ability of any Primary Stockholder Designee to serve as the chairperson of any committee of the Board of Directors.

Section 3.03. *Controlled Company.*

(a) Unless a majority of the Primary Stockholder Designees and a majority of the Directors each determine otherwise, for so long as the Company qualifies as a “controlled company” under the applicable listing standards then in effect, the Company will elect to be a “controlled company” for purposes of such applicable listing standards, and will disclose in its annual meeting proxy statement that it is a “controlled company” and the basis for that determination. The Company and the Stockholders acknowledge and agree that, as of the date of this Agreement and effective as of the consummation of the Merger and the issuance of Company Shares pursuant thereto, the Company is a “controlled company.” If the Company ceases to qualify as a “controlled company” under applicable listing standards then in effect, the Primary Stockholder Parties and the Company will take whatever action may be reasonably necessary, if any, to cause the Company to comply with SEC rules and applicable listing standards then in effect.

(b) After the Company ceases to qualify as a “controlled company” under applicable listing standards then in effect, the Primary Stockholder Parties shall cause a sufficient number of their designees to qualify as Independent Directors to ensure that the Board of Directors complies with such applicable listing standards in the time periods required by the applicable listing standards then in effect.

Section 3.04. *Stockholder Reserved Matters.*

(a) From and after the date of this Agreement, so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares, the following matters (“**Stockholder Reserved Matters**”) shall require the Requisite Consent from the Primary Stockholder Parties:

(i) the commencement of any proceeding for the voluntary dissolution, winding up or bankruptcy of the Company or a Significant Subsidiary;

(ii) the issuance of any Capital Stock or Stock Equivalents representing, individually or collectively with all issuances of Capital Stock and Stock Equivalents within the preceding six (6) month period, greater than 10% of the outstanding Company Shares;

(iv) any repeal, amendment or modification to the Governing Documents that would (A) adversely affect any right or protection of a Primary Stockholder Designee existing at the time of, or increase the liability (actual or potential) of any Primary Stockholder Designee with respect to, any acts or omissions occurring prior to, such repeal amendment or modification or (B) restrict, limit or otherwise adversely affect the ability of the Company to fulfill its obligations pursuant to this Agreement;

(vi) any merger, amalgamation or consolidation (or other transaction having a similar effect) of the Company or any Significant Subsidiary with any other Person, spinoff of a business of the Company or any similar transaction;

(vii) any acquisition by the Company or any Subsidiary of the Company of the securities, equity interests or assets of any Person, or the acquiring by the Company or any Subsidiary of the Company by any other manner of any business, properties, assets, or Persons, in one transaction or a series of related transactions;

(viii) the sale, conveyance transfer or other disposition of assets of the Company and its Subsidiaries in one transaction or a series of related transactions;

(ix) any agreement providing for or making any capital expenditures or series of related capital expenditures which, individually or in the aggregate, are in excess of \$2,000,000 during any fiscal year;

(x) incurrence of Indebtedness (as defined in the Merger Agreement) in excess of \$250,000;

(xi) the hiring of a replacement chief executive officer or chief financial officer of the Company; and

(xii) any designation to the Board of Directors contrary to the provisions regarding designation of Directors set forth in Section 3.01 or the Governing Documents;

provided that, if there is a Fall Away Event in respect of the Ownership Threshold in this Section 3.04(a), then the voting obligations of the Stockholders under this subsection shall fall away and no longer apply from and after the Fall Away Event through the end of the term of this Agreement even if, after the applicable Fall Away Event, the Stockholders again Beneficially Own, in the aggregate, a number of Company Shares equaling or exceeding such Ownership Threshold.

(b) For so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares, the Company shall not incur significant expense in respect of any Stockholder Reserved Matter without having first received the Requisite Consent.

(c) From and after the date of this Agreement, so long as the Stockholders Beneficially Own, in the aggregate, a number of Company Shares equal to at least 25% of the then outstanding Company Shares, (i) each Stockholder shall vote its Company Shares at any annual or special meeting of stockholders of the Company at which action is to be taken with respect to any Stockholder Reserved Matter, or in any written consent or resolution in lieu of such a meeting of stockholders, in favor of any Stockholder Reserved Matter if Primary Stockholder Parties representing the Requisite Consent have given advance written notice to each Stockholder that they are in favor of the approval of the Stockholder Reserved Matter, and (ii) each Stockholder shall vote its Company Shares at any annual or special meeting of stockholders of the Company at which action is to be taken with respect to any Stockholder Reserved Matter, or in any written consent or resolution in lieu of such a meeting of stockholders, against any Stockholder Reserved Matter unless Primary Stockholder Parties representing the Requisite Consent have first given written notice to each other Stockholder that they are not in favor of the approval of such Stockholder Reserved Matter; provided that if there is a Fall Away Event in respect of the Ownership Threshold in this Section 3.04(c), then the voting obligations of the Stockholders under this subsection shall fall away and no longer apply from and after the Fall Away Event through the end of the term of this Agreement even if, after the applicable Fall Away Event, the Stockholders again Beneficially Own, in the aggregate, a number of Company Shares equaling or exceeding such Ownership Threshold. During the Appointment Period, the Stockholders shall take all Necessary Action to ensure that no Stockholder Reserved Matter is approved by the stockholders of the Company unless the Primary Stockholder Parties have given the Requisite Consent.

ARTICLE 4
RESTRICTIONS ON TRANSFER AND OTHER MATTERS

Section 4.01. *Limitations on Transfer.* Except as otherwise expressly provided in Section 4.02 or approved by a majority of the Directors who are not Primary Stockholder Designees from the date of this Agreement until the close of business on the date that is six (6) months after the date of this Agreement, no Stockholder shall be entitled to Transfer any of its Company Shares.

Section 4.02. *Transfer to Permitted Transferees.* Notwithstanding the provisions of Section 4.01, a Stockholder may Transfer any or all of its Company Shares at any time to a Permitted Transferee; provided that such Permitted Transferee shall agree in writing that it shall, upon such Transfer, assume with respect to such Company Shares the transferor's obligations under this Agreement and become a Party for such purpose and be treated as a Stockholder for all purposes of this Agreement, and become a party to any other applicable agreement or instrument executed and delivered by such transferor in respect of the Company Shares.

Section 4.03. *Legend.*

(a) Each certificate or book-entry account evidencing the Company Shares held by a Stockholder shall bear a restrictive legend in substantially the following form:

"THIS SECURITY HAS BEEN ACQUIRED FOR INVESTMENT AND WITHOUT A VIEW TO DISTRIBUTION AND HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 (THE "ACT"), OR UNDER STATE SECURITIES LAWS. NO TRANSFER, SALE, ASSIGNMENT, PLEDGE, HYPOTHECATION OR OTHER DISPOSITION OF THIS SECURITY OR ANY INTEREST OR PARTICIPATION THEREIN MAY BE MADE EXCEPT (A) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR (B) PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS AND, IN THE CASE OF CLAUSE (B), UNLESS THE ISSUER RECEIVES AN OPINION OF COUNSEL IN FORM AND SUBSTANCE SATISFACTORY TO THE ISSUER TO THE EFFECT THAT REGISTRATION IS NOT REQUIRED UNDER THE ACT AND APPLICABLE STATE SECURITIES LAWS. IN ADDITION, ANY SUCH TRANSFER OR OTHER DISPOSITION IS SUBJECT TO THE CONDITIONS CONTAINED IN THAT CERTAIN STOCKHOLDERS AGREEMENT, DATED AS OF JULY 20, 2026. A COPY OF SUCH CONDITIONS WILL BE PROVIDED TO THE HOLDER HEREOF UPON REQUEST."

(b) If the restrictive legend set forth in Section 4.03(a) has ceased to be applicable, or upon request by a Stockholder proposing to Transfer Company Shares pursuant to any Transfer permitted under this Agreement, the Company shall promptly provide such Stockholder, or its transferees, at their request, without any expense to such Persons (other than applicable transfer taxes and similar governmental charges, if any), with new certificates for such securities not bearing the legend with respect to which the restriction has ceased and terminated.

Section 4.04. *Impermissible Transfers.* In the event of a purported Transfer by a Stockholder of any Company Shares in violation of the provisions of this Agreement, such purported Transfer will be void and of no effect, and the Company will not give effect to such Transfer.

ARTICLE 5

GENERAL PROVISIONS

Section 5.01. *Further Assurances.* The Parties shall take all Necessary Action in order to give full effect to this Agreement and every provision hereof. Each of the Company and the Stockholders shall take or cause to be taken all Necessary Action to ensure at all times that the Company's Governing Documents are not at any time inconsistent with the provisions of this Agreement. In addition, each Party shall do and perform or cause to be done and performed all such further acts and things and shall execute and deliver all such other agreements, certificates, instruments, and documents as any other Party reasonably may request in order to carry out the intent and accomplish the purposes of this Agreement.

Section 5.02. *Assignment; Benefit.* The rights and obligations of the Parties hereunder shall not be assigned without the prior written consent of the Company and the Requisite Consent of the Primary Stockholder Parties, except in connection with a Transfer of Company Shares to a Permitted Transferee in compliance with Section 4.02. Any assignment of rights or obligations in violation of this Section 5.02 shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties, and their respective successors and permitted assigns.

Section 5.03. *Pledges.* Upon the request of any Primary Stockholder Party that wishes to pledge, hypothecate or grant security interests in any or all of the Company Shares held by it, including to banks or financial institutions as collateral or security for loans, advances or extensions of credit, the Company shall reasonably cooperate with each such Primary Stockholder Party, at the sole cost and expense of such Primary Stockholder Party, in taking action reasonably necessary to facilitate any such pledge, hypothecation or grant, including delivery of customary letter agreements to lenders that such lenders may reasonably request (which may include customary agreements by the Company in respect of the exercise of remedies by such lenders).

Section 5.04. *Termination; Survival.* This Agreement shall automatically terminate and be of no further force or effect on the expiration of the Appointment Period; provided that termination of this Agreement shall not relieve any Party from liability for any breach of this Agreement prior to such termination. Notwithstanding the foregoing, the provisions of this Article 5 and any claim for breach of the covenants set forth in this Agreement shall survive the termination of this Agreement.

Section 5.05. *Subsequent Acquisition of Shares; Other Activities.* Any Company Shares acquired subsequent to the date hereof by a Stockholder shall be subject to the terms and conditions of this Agreement. For the avoidance of doubt, Company Shares acquired by any Affiliate of any Stockholder (other than Company Shares acquired pursuant to this Agreement) shall not be subject to the terms and conditions of this Agreement.

Section 5.06. *Severability.* In the event that any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be construed by limiting it so as to be valid, legal and enforceable to the maximum extent provided by applicable Law and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 5.07. *Entire Agreement.* This Agreement, the Governing Documents and the other agreements referenced herein and therein constitute the entire agreement among the Parties with respect to the subject matter hereof, and supersede any prior agreement or understanding among them with respect to the matters referred to herein.

Section 5.08. *Amendment; Waiver.* This Agreement may not be amended, modified, supplemented, waived or terminated (other than pursuant to Section 5.04) except with the written consent of the Company and the Requisite Consent of the Primary Stockholder Parties. The Company shall give prompt written notice of any amendment, modification, supplement, waiver or termination hereunder to any Party that did not consent in writing thereto. Any amendment, modification, termination, supplement, waiver or termination effected in accordance with this Section 5.08 shall be binding on each Party and all of such Party's successors and permitted assigns, whether or not any such party, successor or assignee entered into or approved such amendment, modification, supplement, waiver or termination. Waiver by any Party of any breach or default by any other Party of any of the terms of this Agreement shall not operate as a waiver of any other breach or default, whether similar to or different from the breach or default waived. No waiver of any provision of this Agreement shall be implied from any course of dealing between the Parties or from any failure by any Party to assert its or his or her rights hereunder on any occasion or series of occasions.

Section 5.09. *Counterparts.* This Agreement may be executed and delivered (including by facsimile transmission or electronic mail) in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

Section 5.10. *Notices.* Unless otherwise specified herein, all notices, consents, approvals, reports, designations, requests, waivers, elections and other communications authorized or required to be given pursuant to this Agreement shall be in writing and shall be given, made or delivered (and shall be deemed to have been duly given, made or delivered upon receipt) by (a) personal hand-delivery, (b) electronic mail, (c) mailing in a sealed envelope, registered first-class mail, postage prepaid, return receipt requested, or (d) nationally recognized air courier guaranteeing overnight delivery, in each case, addressed to the Company or the Primary Stockholder Parties at the address set forth below or to the applicable Stockholder (other than the Primary Stockholder Parties) at the address indicated on Annex A hereto (or at such other address for a Stockholder as shall be specified by like notice):

If to the Company: Niki BioSolutions, Inc.
116 Village Boulevard, Suite 200
Princeton, NJ 08540
Attn: Ian Huen
E-mail: _____

with a copy to: Hunter Taubman Fischer & Li LLC
950 3rd Avenue, 19th Floor
New York, NY 10022
Attn: Louis Taubman, Esq.
Email: ltaubman@htflawyers.com
Phone: (917) 512-0827

If to the Primary Stockholder Parties: Kira S. Sheinerman

E-Mail: _____

with a copy to: Attention:
Email:

Section 5.11. *Governing Law.* This Agreement and all actions (whether based on contract, tort or otherwise) arising out of or relating to this Agreement (including the actions of the Parties in the negotiation, administration, performance and enforcement hereof) are governed by and shall be construed in accordance with the Laws of the State of New York, excluding any conflict-of-laws rule or principle (whether of State of New York or any other jurisdiction) that might refer the governance or the construction of this Agreement to the Law of another jurisdiction, subject, in all respects, to any expressly applicable provisions of the Delaware General Corporation Law.

Section 5.12. *Jurisdiction*. Each of the parties hereto (i) irrevocably consents to the service of the summons and complaint and any other process in any action or proceeding relating to the transactions contemplated by this Agreement, for and on behalf of itself or any of its properties or assets, in accordance with [Section 5.10](#), and nothing in this [Section 5.12](#) shall affect the right of any party to serve legal process in any other manner permitted by applicable Law; (ii) irrevocably submits itself and its properties and assets to the exclusive jurisdiction of the Supreme Court of the State of New York (or, if (and only if) the Supreme Court of the State of New York declines to accept or does not have jurisdiction over a particular matter, any federal court sitting in the State of New York) for the purpose of any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or relating to this Agreement or the actions of the parties hereto in the negotiation, administration, performance and enforcement hereof; (iii) consents to submit itself to the personal jurisdiction of the Supreme Court of the State of New York (or, if (and only if) the Supreme Court of the State of New York declines to accept or does not have jurisdiction over a particular matter, any federal court sitting in the State of New York) for the purpose of any such action, proceeding or counterclaim; (iv) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court; (v) waives any objection that it may now or hereafter have to the venue of any such action, proceeding or counterclaim in any such court or that such action, proceeding or counterclaim was brought in an inconvenient court and agrees not to plead or claim the same; and (vi) agrees that it will not bring any action, proceeding or counterclaim relating to this Agreement or the transactions contemplated hereby in any court other than the aforesaid courts. Each of the Parties agrees that a final judgment in any action or proceeding in such courts as provided above shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable Law.

Section 5.13. *Waiver of Jury Trial*. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PARTIES IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF. The Company or any Stockholder may file an original counterpart or a copy of this [Section 5.13](#) with any court as written evidence of the consent of any of the Parties to the waiver of their rights to trial by jury.

Section 5.14. *Specific Performance*. It is hereby agreed and acknowledged that it will be impossible to measure the money damages that would be suffered if the Parties fail to comply with any of the obligations imposed on them by this Agreement and that, in the event of any such failure, an aggrieved Party will be irreparably damaged and will not have an adequate remedy at law. Each Party shall, therefore, be entitled (in addition to any other remedy to which such Party may be entitled at law or in equity) to injunctive relief, including specific performance, to enforce such obligations, without the posting of any bond or any similar instrument, and if any action should be brought in equity to enforce any of the provisions of this Agreement, none of the Parties shall oppose the granting of an injunction or specific performance as provided herein or raise the defense that there is an adequate remedy at law. The remedies available to the Parties pursuant to this [Section 5.14](#) shall be in addition to and without prejudice with regard to any other remedy to which the Parties are entitled at law or in equity.

Section 5.15. *Adjustments*. All references in this Agreement to Company Shares shall be appropriately adjusted for any stock dividends, splits, reverse splits, combinations, reclassifications, recapitalizations, reorganizations and the like occurring after the date hereof.

Section 5.16. *Third Party Beneficiaries*. This Agreement is not intended to confer upon any Person, except for the Parties, any rights or remedies hereunder.

Section 5.17. *No Recourse*. This Agreement may only be enforced against, and any claims or cause of action that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement, may only be made against the entities that are expressly identified as Parties, and no past, present or future Affiliate, incorporator, member, partner or stockholder of any Party shall have any liability for any obligations or liabilities of the Parties or for any claim based on, in respect of, or by reason of the transactions contemplated hereby.

Section 5.18. *No Presumption Against Drafter*. The Parties have participated jointly in the negotiation and drafting of this Agreement and, in the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as jointly drafted by the Parties and no presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties set forth below have duly executed this Agreement as of the day and year first above written.

NIKI BIOSOLUTIONS, INC.

By: _____
Name: _____
Title: _____

[Signatures continue on following page.]
[Signature Page to Stockholders Agreement]

STOCKHOLDER:

KIRA S. SHEINERMAN

By: _____

[Signature Page to Stockholders Agreement]

Aptorum Group Provides Update on DiamiR Biosciences Merger

Post-Merger company, Niki BioSolutions, Inc., to Trade on Nasdaq Under Ticker “NIKI”

Aptorum Group Announces 1-for-10 Reverse Share Split and Delaware Redomestication in Connection with the Merger

The Merger is Expected to Close in July 2026

NEW YORK, NY— July 16, 2026 / GLOBE NEWSWIRE / — Aptorum Group Limited, a Cayman Islands exempted company with limited liability (NASDAQ: APM) (“Aptorum Group” or “Aptorum” or “Company”), a clinical stage biopharmaceutical company dedicated to addressing unmet medical needs, today announced that the closing of its merger with DiamiR Biosciences Corp. (“Merger”) is anticipated to take place on or about July 20, 2026. DiamiR Biosciences Corp. is a developer and provider of innovative blood-based tests offered through its CLIA-certified, CAP-accredited laboratory for brain health and other conditions. In connection with the Merger, Aptorum intends to effect a share consolidation of its issued and outstanding class A and class B ordinary shares at a ratio of 1-to-10 (“Reverse Split”). The Reverse Split was approved by Aptorum’s shareholders on June 9, 2026, at which time the shareholders also approved various transactions required to take place in connection with the anticipated closing of the Merger. In connection with the Merger, Aptorum shall redomicile as a Delaware company, under the name Niki BioSolutions, Inc. It is expected that as of the market open on July 20, 2026, the Company will trade shares of common stock on The Nasdaq Capital Market, under the new name Niki BioSolutions, Inc., new trading symbol “NIKI,” and new CUSIP number 653942 102, on a split-adjusted basis. The Reverse Split is intended to increase the per share trading price of the post-Merger Company’s common stock to enable the post-Merger Company to maintain compliance with the minimum bid price requirement for continued listing on The Nasdaq Capital Market.

The Reverse Split will reduce the current number of Aptorum’s outstanding class A ordinary shares and outstanding class B ordinary shares from approximately 6,346,823 shares and 1,796,934 shares, respectively, to approximately 634,682 shares and 179,693 shares, respectively. Aptorum’s total authorized number of shares will also be reduced in connection with the Reverse Split and the par value of both class A ordinary shares and class B ordinary shares shall increase from \$0.00001 to \$0.0001 per share. Proportional adjustments will also be made to the exercise and conversion prices of Aptorum’s outstanding stock options, warrants, and convertible securities, and to the number of shares issued and issuable under Aptorum’s stock incentive plans. The Reverse Split will affect all holders of Aptorum stock uniformly and (before giving effect to any share issuances pursuant to the Merger), will not alter any stockholder’s percentage ownership interest in Aptorum. No fractional shares will be issued; fractional shares will be rounded up to the nearest whole number at the broker level, not at the individual beneficial level. The Reverse Split only impacts Aptorum’s shares outstanding and authorized capital; it does not impact the post-Merger entity shares.

Aptorum shareholders holding their shares electronically in book-entry form are not required to take any action to receive post-split shares. Aptorum shareholders holding shares through a bank, broker, or other nominee will have their positions automatically adjusted to reflect the Reverse Split, subject to their brokers' particular processes, and will not be required to take any action in connection with the Reverse Split. For those Aptorum shareholders holding physical stock certificates, the Company's transfer agent, Continental Stock Transfer & Trust, will send instructions for exchanging those certificates for shares held electronically in book-entry form or for new certificates, in either case representing the post-split number of shares. Continental Stock Transfer & Trust can be reached at 212-845-3256.

About Aptorum Group

Aptorum Group Limited (Nasdaq: APM) is a clinical stage biopharmaceutical company dedicated to the discovery, development and commercialization of therapeutic assets to treat diseases with unmet medical needs, particularly in oncology (including orphan oncology indications) and infectious diseases. For more information, please visit the company's website at www.aptorumgroup.com.

About DiamiR Biosciences

DiamiR Biosciences Corp. ("DiamiR") is a private molecular diagnostics company focused on developing and commercializing minimally invasive tests offered through its CLIA-certified, CAP-accredited laboratory for early detection and monitoring of brain health conditions and other diseases in clinical trials and clinical practice settings. DiamiR's proprietary platform technology, protected by over 50 issued patents worldwide, is based on quantitative analysis of organ-enriched, including brain-enriched and inflammation-associated, microRNA signatures in plasma for screening, patient stratification, as well as disease progression and treatment monitoring. In addition, DiamiR offers protein and genetic biomarker analyses. DiamiR collaborates with leading academic centers, disease foundations, and biopharma companies. For more information, please visit the company's website at www.diamirbio.com and connect with DiamiR on LinkedIn.

Merger between Aptorum Group and DiamiR Biosciences

As was previously announced on July 16, 2025, Aptorum Group and DiamiR entered into a definitive agreement for an all-stock merger transaction. On June 9, 2026 shareholders of both companies approved the merger. The completion of the merger remains subject to the satisfaction or waiver of the remaining customary closing conditions described in the merger agreement. The companies currently expect the transaction to close before fiscal 2027. Upon closing of the merger, DiamiR will become a wholly-owned subsidiary of Aptorum Group, and the combined company will be renamed Niki BioSolutions, Inc., a Delaware company.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. Forward-looking statements often use words such as “believe,” “may,” “will,” “estimate,” “target,” “continue,” “anticipate,” “intend,” “expect,” “should,” “would,” “propose,” “plan,” “project,” “forecast,” “predict,” “potential,” “seek,” “future,” “outlook,” and similar variations and expressions. Forward-looking statements are those that do not relate strictly to historical or current facts. Examples of forward-looking statements may include, among others, statements regarding the consummation and closing of the proposed merger, the satisfactory completion of all conditions to the merger, the effect of the reverse stock split, Aptorum’s and DiamiR’s ability to successfully operate its business and provide value to stockholders after completion of the merger, Aptorum’s and DiamiR’s future financial, business and operating performance and goals; annualized recurring revenue and customer retention; ongoing, future or ability to maintain or improve its financial position, cash flows, and liquidity and its expected financial needs; potential financing and ability to obtain financing; acquisition strategy and proposed acquisitions and, if completed, their potential success and financial contributions; strategy and strategic goals, including being able to capitalize on opportunities; expectations relating to Aptorum’s and DiamiR’s industry, outlook and market trends; total addressable market and serviceable addressable market and related projections; plans, strategies and expectations for increasing revenue and executing growth initiatives. Because forward-looking statements relate to the future, they are subject to inherent uncertainties, risks and changes in circumstances that are difficult to predict and many of which are outside of our control. Forward-looking statements are not guarantees of future performance, and our actual results of operations, financial condition and liquidity and development of the industries in which Aptorum and DiamiR operate may differ materially from those made in or suggested by the forward-looking statements. Therefore, investors should not rely on any of these forward-looking statements. Factors that may cause actual results to differ materially include changes in the markets in which Aptorum and DiamiR operate, the financial markets, economic, business and regulatory and other factors, such as Aptorum’s and DiamiR’s ability to execute on their strategies. More detailed information about risk factors can be found in the Aptorum’s Annual Report on Form 20-F under the heading “Risk Factors,” and in other reports filed by the Aptorum, including reports on Form 6-K and the registration statement on Form S-4 (File No. 333-290742) that the SEC declared effective on May 13, 2026. Aptorum and DiamiR do not undertake any duty to update forward-looking statements after the date of this press release.

No Offer or Solicitation

This communication is not intended to and shall not constitute an offer to buy or sell or the solicitation of an offer to buy or sell any securities, or a solicitation of any proxy, consent, authorization, vote or approval, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction. No offering of securities shall be made, except by means of a prospectus meeting the requirements of the U.S. Securities Act of 1933, as amended.

Additional Information About the Proposed Merger and Where to Find It

In connection with the merger, Aptorum filed a current report on Form 6-K to disclose additional details about the merger and a registration statement on Form S-4 with the SEC. Investors and security holders of Aptorum are advised to read the Form S-4, and amendments thereto because they contain important information about the transaction and the parties to the transaction, and are urged to read the prospectus and the other relevant materials before making any investment decision with respect to the Merger. Shareholders can obtain copies of the documents, without charge, at the SEC's website at www.sec.gov or by directing a request to: Ian Huen, telephone: +44 20 80929299.

This news release shall not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction. A copy of Aptorum's registration statement on Form S-4 can be viewed on the SEC's website.

For more information, please contact:

Aptorum Group Limited
Investor Relations Department
investor.relations@aptorumgroup.com
+44 20 80929299

NIKI BIOSOLUTIONS, INC.

2026 EQUITY INCENTIVE PLAN

SECTION 1. PURPOSE

The purposes of this Equity Incentive Plan (the “Plan”) are to encourage selected employees, officers, directors and consultants of NIKI BIOSOLUTIONS, INC. (together with any successor thereto, the “Company”) and its Affiliates (as defined below) to acquire a proprietary interest in the growth and performance of the Company, to generate an increased incentive to contribute to the Company’s future success and prosperity, thus enhancing the value of the Company for the benefit of its stockholders, and to enhance the ability of the Company and its Affiliates to attract and retain exceptionally qualified individuals upon whom, in large measure, the sustained progress, growth and profitability of the Company depend.

SECTION 2. DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

- (a) “Affiliate” shall mean (i) any entity that, directly or through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Board of Directors (the “Board”) or the Committee.
 - (b) “Award” shall mean any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent, or Other Stock-Based Award granted under the Plan.
 - (c) “Award Agreement” shall mean any written agreement, contract, or other instrument or document evidencing any Award granted under the Plan.
 - (d) “Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.
 - (e) “Consultant” shall mean a consultant or adviser who provides bona fide services to the Company or an Affiliate as an independent contractor. Service as a consultant shall be considered employment for all purposes of the Plan, except for purposes of satisfying the requirements of Incentive Stock Options.
 - (f) “Committee” shall mean a committee of not fewer than two members, each of whom is a member of the Board and all of whom are disinterested persons, as contemplated by Rule 16b-3 (“Rule 16b-3”) promulgated under the Securities Exchange Act of 1934, as amended (“Exchange Act”) and each of whom is an outside director for purposes of Section 162(m) of the Code, acting in accordance with the provisions of Section 3, designated by the Board to administer the Plan.
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- (g) “Director” shall mean any director of the Company or of any Affiliate.
- (h) “Dividend Equivalent” shall mean any right granted under Section 6(e) of the Plan.
- (i) “Employee” shall mean any employee of the Company or of any Affiliate.
- (j) “Fair Market Value” shall mean, with respect to any property (including, without limitation, any Shares or other Securities), the fair market value of such property determined by such methods or procedures as shall be established from time to time by the Board or the Committee.
- (k) “Incentive Stock Option” shall mean an option granted under Section 6(a) of the Plan that is intended to meet the requirements of Section 422 of the Code, or any successor provision thereto.
- (l) “Non-Qualified Stock Option” shall mean an option granted under Section 6(a) of the Plan that is not intended to be an Incentive Stock Option.
- (m) “Officer” shall mean any officer of the Company or of any Affiliate who performs a policy and decision making functions, or any other person who performs similar policy and decision making functions for the Company.
- (n) “Option” shall mean an Incentive Stock Option or a Non-Qualified Stock Option.
- (o) “Other Stock-Based Award” shall mean any right granted under Section 6(f) of the Plan.
- (p) “Participant” shall mean any person that renders bona fide services to the Company (including, without limitation, the following: a person employed by the Company or an Affiliate in a key capacity; an officer or director of the Company; a person engaged by the Company as a consultant; or a lawyer, law firm, accountant or accounting firm) who receives an Award under the Plan.
- (q) “Performance Award” shall mean any right granted under Section 6(d) of the Plan.
- (r) “Person” shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or government or political subdivision thereof.
- (s) “Released Securities” shall mean shares of Restricted Stock as to which all restrictions imposed by the Board or the Committee have expired, lapsed, or been waived.
- (t) “Restricted Stock” shall mean any Share granted under Section 6(c) of the Plan.
- (u) “Restricted Stock Unit” shall mean any right granted under Section 6(c) of the Plan that is denominated in Shares.

(v) “Shares” shall mean the shares of common stock of the Company, \$0.0001 par value, and such other securities or property as may become the subject of Awards, or become subject to Awards, pursuant to an adjustment made under Section 4(b) of the Plan.

(w) “Stock Appreciation Right” shall mean any right granted under Section 6(b) of the Plan.

SECTION 3. ADMINISTRATION

The Plan shall be administered by the Board; provided, however, that the Board may delegate such administration to the Committee.

Subject to the provisions of the Plan, the Board and/or the Committee shall have authority to (a) determine the type or types of Awards to be granted to each Participant under the Plan; (b) determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards; (c) determine the terms and conditions of any award; (d) determine the time or times when each Award shall become exercisable and the duration of the exercise period; (e) determine whether, to what extent, and under what circumstances Awards may be settled in or exercised for cash, Shares, other securities, other Awards, or other property, or canceled, forfeited, or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended; (f) determine whether, to what extent, and under what circumstances cash, shares, other securities, other Awards, other property, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Board or the Committee; (g) construe and interpret the Plan; (h) promulgate, amend and rescind rules and regulations relating to its administration, and correct defects, omissions and inconsistencies in the Plan or any Award; (i) consistent with the Plan and with the consent of the Participant, as appropriate, amend any outstanding Award or amend the exercise date or dates; (j) determine the duration and purpose of leaves of absence which may be granted to Participants without constituting termination of their employment for the purpose of the Plan; and (k) make all other determinations necessary or advisable for the Plan’s administration. The Board and the Committee’s interpretation and construction of any provisions of the Plan or of any Award shall be conclusive and final. No member of the Board or the Committee shall be liable for any action or determination made in good faith with respect to the Plan or any Award.

In the case of any Award that is intended to qualify as performance-based compensation for purposes of Section 162(m) of the Code, once the Award is made, neither the Board nor Committee shall have discretion to increase the amount of compensation payable under the Award that would otherwise be due upon attainment of the performance goal.

SECTION 4. SHARES AVAILABLE FOR AWARDS

(a) SHARES AVAILABLE. Subject to adjustment as provided in Section 4(b):

(i) CALCULATION OF NUMBER OF SHARES AVAILABLE. The maximum number of Shares reserved and available for granting Awards under the Plan shall be an aggregate of (i) 4,500,000 shares of Common Stock, and (ii) on each January 1, starting with January 1, 2027, an additional number of shares equal to the lesser of (A) 5% of the outstanding number of Shares (on a fully-diluted basis) on the immediately preceding December 31, and (B) such lower number of Shares as may be determined by the Committee, subject in all cases to adjustment as provided in Section 4(b) below. Further, if, after the effective date of the Plan, any Shares covered by an Award granted under the Plan or to which such an Award relates, are forfeited, or if an Award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award, or to which such Award relates, or the number of Shares otherwise counted against the aggregate number of Shares available under the Plan with respect to such Award, to the extent of any such forfeiture or termination, shall again be, or shall become, available for granting Awards under the Plan.

In the event of any forward or reverse stock splits, recapitalizations, or combination of the authorized, issued and outstanding shares of common stock, the aforesaid maximum 4,500,000 shares of common stock, as adjusted as per section 4(a)(i) above, and the exercise prices of Awards and Shares granted under the Plan shall be appropriately adjusted, as per Section 4(b) below.

(ii) ACCOUNTING FOR AWARDS. For purposes of this Section 4,

(A) if an Award (other than a Dividend Equivalent) is denominated in Shares, the number of Shares covered by such Award, or to which such Award relates, shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan; and

(B) Dividend Equivalents and Awards not denominated in Shares shall not be counted against the aggregate number of Shares available for granting Awards under the Plan.

(iii) SOURCES OF SHARES DELIVERABLE UNDER AWARDS. Any shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of Treasury Shares.

(b) ADJUSTMENTS. In the event that the Board or the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, purchase, or exchange of Shares or other securities of the Company, issuance of warrants or other rights to purchase Shares or other securities of the Company, or other similar corporate transaction or event affects the Shares such that an adjustment is determined by the Board or the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Board or the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of Awards, (ii) the number and type of Shares (or other securities or property) subject to outstanding Awards, (iii) the number and type of Shares (or other securities or property) specified as the annual per-participant limitation under Section 6(g)(vi), and (iv) the grant, purchase, or exercise price with respect to any Award, or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; provided, however, in each case, that with respect to Awards of Incentive Stock Options no such adjustment shall be authorized to the extent that such authority would cause the Plan to violate Section 422(b)(1) of the Code or any successor provision thereto; and provided, further, however, that the number of Shares subject to any award denominated in Shares shall always be a whole number.

SECTION 5. ELIGIBILITY

Any Employee, Officer, Director or Consultant of the Company shall be eligible to receive Awards under the Plan. The Board shall approve any Awards granted to members of the Committee.

SECTION 6. AWARDS

(a) OPTIONS. The Board and the Committee are hereby authorized to grant Options which are consistent with the provisions of the Plan, as the Board or the Committee shall determine:

(i) EXERCISE PRICE. The exercise price per Share of each Option shall be determined by the Board or the Committee; provided, however, that such exercise price per Share under any Incentive Stock Option shall not be less than 100% (110% in the case of a "10-percent stockholder" as such term is used in Section 422(c)(5) of the Code) of the Fair Market Value of a Share on the date of grant of such Incentive Stock Option.

(ii) OPTION TERM. The term of each Option shall be fixed by the Board or the Committee, provided that no Incentive Stock Option shall have a term greater than 10 years (5 years in the case of a "10-percent stockholder") as such term is used in Section 422(c)(5) of the Code).

(iii) TIME AND METHOD OF EXERCISE. The Board or the Committee shall determine the time or times at which an Option may be exercised in whole or in part, and the method or methods by which, property, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

(iv) INCENTIVE STOCK OPTIONS. The terms of any Incentive Stock Option granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder.

(b) STOCK APPRECIATION RIGHTS. The Board and the Committee are hereby authorized to grant Stock Appreciation Rights. A Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive, upon exercise thereof, the excess of (1) the Fair Market Value of one Share on the date of exercise or, if the Board or the Committee shall so determine in the case of any such right other than one related to any Incentive Stock Option, at any time during a specified period before or after the date of exercise over (2) the grant price of the right as specified by the Board or the Committee. Subject to the terms of the Plan, the grant price, term, methods of exercise, methods of settlement, and any other terms and conditions of any Stock Appreciation Right shall be as determined by the Board or the Committee. The Board and the Committee may impose such conditions or restrictions on the exercise of any Stock Appreciation Right as it may deem appropriate.

(c) RESTRICTED STOCK AND RESTRICTED STOCK UNITS.

(i) ISSUANCE. The Board and the Committee are hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units.

(ii) RESTRICTIONS. Shares of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Board or the Committee may impose (including, without limitation, any limitation on the right to receive any dividend or other right or property), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Board or the Committee may deem appropriate.

(iii) REGISTRATION. Any Restricted Stock granted under the Plan may be evidenced in such manner as the Board or the Committee may deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Shares of restricted Stock granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

(iv) FORFEITURE. Except as otherwise determined by the Board or the Committee, upon termination of employment (as determined under criteria established by the Board or the Committee) for any reason during the applicable restriction period, all Shares of Restricted Stock and all Restricted Stock Units still, in either case, subject to restriction shall be forfeited and reacquired by the Company; provided, however, that the Board or the Committee may, when it finds that a waiver would be in the best interests of the Company, waive in whole or in part any or all remaining restrictions with respect to Shares of Restricted Stock or Restricted Stock Units. Unrestricted Shares, evidenced in such manner as the Board or the Committee shall deem appropriate, shall be delivered to the Participant promptly after such Restricted Stock shall become Released Securities.

(d) PERFORMANCE AWARDS. The Board and the Committee are hereby authorized to grant Performance Awards. Subject to the terms of the Plan, a Performance Award granted under the Plan (i) may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock), other securities, other Awards, or other property and (ii) shall confer on the holder thereof rights valued as determined by the Board or the Committee and payable to, or exercisable by, the holder of the Performance Award, in whole or in part, upon the achievement of such performance goals during such performance periods as the Board or the Committee shall establish. Subject to the terms of the Plan and any applicable Award Agreement, the performance goals to be achieved during any performance period, the length of any performance period, the amount of any Performance Award granted, and the amount of any payment or transfer to be made pursuant to any Performance Award shall be determined by the Board or the Committee. The goals established by the Board or the Committee shall be based on any one, or combination of, earnings per share, return on equity, return on assets, total stockholder return, net operating income, cash flow, revenue, economic value added, increase in Share price or cash flow return on investment, or any other measure the Board or the Committee deems appropriate. Partial achievement of the goal(s) may result in a payment or vesting corresponding to the degree of achievement.

(e) **DIVIDEND EQUIVALENTS.** The Board and the Committee are hereby authorized to grant Awards under which the holders thereof shall be entitled to receive payments equivalent to dividends or interest with respect to a number of Shares determined by the Board or the Committee, and the Board and the Committee may provide that such amounts (if any) shall be deemed to have been reinvested in additional Shares or otherwise reinvested. Subject to the terms of the Plan, such Awards may have such terms and conditions as the Board or the Committee shall determine.

(f) **OTHER STOCK-BASED AWARDS.** The Board and the Committee are hereby authorized to grant such other Awards that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Board or the Committee to be consistent with the purposes of the Plan, provided, however, that such grants must comply with applicable law. Subject to the terms of the Plan, the Board or the Committee shall determine the terms and conditions of such Awards.

(g) **GENERAL.**

(i) **NO CASH CONSIDERATION FOR AWARDS.** Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

(ii) **AWARDS MAY BE GRANTED SEPARATELY OR TOGETHER.** Awards may, in the discretion of the Board or the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other award granted under any other plan of the Company or any Affiliate. Awards granted in addition to or in tandem with other awards, or in addition to or in tandem with awards granted under any other plan of the Company or any Affiliate, may be granted either at the same time or at a different time from the grant of such other awards.

(iii) **FORMS OF PAYMENT UNDER AWARDS.** Subject to the terms of the Plan and of any applicable Award Agreement, payments or transfers to be made by the Company or an Affiliate upon the grant, exercise, or payment of an Award may be made in such form or forms as the Board or the Committee shall determine, including, without limitation, cash, shares, other securities, other awards, or other property, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and procedures established by the Board or the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents in respect of installment or deferred payments.

(iv) **LIMITS ON TRANSFER OF AWARDS.** No Award (other than Released Securities), and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution; provided, however, that, if so determined by the Board or the Committee, a Participant may, in the manner established by the Board or the Committee, (a) designate a beneficiary or beneficiaries to exercise the rights of the Participant, and to receive any property distributable, with respect to any Award upon the death of the Participant or (b) transfer any Award other than an Incentive Stock Option for bona fide estate planning purposes. Each Award, and each right under any Award, shall be exercisable, during the Participant's lifetime, only by the Participant, a permitted transferee or, if permissible under applicable law, by the Participant's guardian or legal representative. No Award (other than Released Securities), and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate.

(v) TERM OF AWARDS. The term of each Award shall be for such period as may be determined by the Board or the Committee; provided, however, that in no event shall the term of any Incentive Stock Option exceed a period of ten years from the date of its grant.

(vi) SHARE CERTIFICATES. All certificates for Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Board or the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any applicable federal or state securities laws, and the Board or the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

SECTION 7. AMENDMENT AND TERMINATION

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan:

(a) AMENDMENTS TO THE PLAN. The Board may at any time amend, alter, suspend, discontinue, or terminate the Plan, including, without limitation, any amendment, alteration, suspension, discontinuation, or termination that would impair the rights of any Participant, or any other holder or beneficiary of any Award theretofore granted, without the consent of any share owner, Participant, other holder or beneficiary of an Award, or other Person; provided, however, that no such amendment shall be made without the approval of the Company's shareholders to the extent such approval is required by Applicable Laws, or if such amendment would change any of the provisions of Section 3(a), Section 4(b)(vi) or this Section 7(a).

(b) AMENDMENTS TO AWARDS. Unless otherwise agreed to in writing between the Company and a Participant, the Board and the Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue, or terminate, any Awards theretofore granted, prospectively or retroactively, without the consent of any Participant, other holder or beneficiary of an Award.

(c) ADJUSTMENTS OF AWARDS UPON THE OCCURRENCE OF CERTAIN UNUSUAL OR NONRECURRING EVENTS. Except as provided in the following sentence, the Board and the Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events (including, without limitation, the events described in Section 4(b) hereof) affecting the Company, any Affiliate, or the financial statements of the Company or any Affiliate, or of changes in applicable laws, regulations, or accounting principles, whenever the Board or the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits to be made available under the Plan. In the case of any Award that is intended to qualify as performance-based compensation for purposes of Section 162(m) of the Code, neither the Board nor the Committee shall have authority to adjust the Award in any manner that would cause the Award to fail to meet the requirements of Section 162(m).

(d) CORRECTION OF DEFECTS, OMISSIONS, AND INCONSISTENCIES. The Board and the Committee may correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

SECTION 8. GENERAL PROVISIONS

(a) **NO RIGHTS TO AWARDS.** No Employee, Participant or other Person shall have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of Employees, Directors, Consultants, other holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) **DELEGATION.** The Board and the Committee may delegate to one or more officers or managers of the Company or any Affiliate, or a committee of such officers or managers, the authority, subject to such terms and limitations as the Board or Committee shall determine, to grant Awards to, or to cancel, modify, waive rights with respect to, alter, discontinue, suspend, or terminate Awards held by Employees, Consultants, or other holders or beneficiaries of Awards under the Plan who are not officers or directors of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended, and who also are not “covered employees” for purposes of Section 162(m) of the Code.

(c) **WITHHOLDING.** The Company or any Affiliate shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan the amount (in cash, Shares, other securities, other Awards, or other property) of withholding taxes due in respect of an Award, its exercise, or any payment or transfer under such Award or under the Plan and to take such other action as may be necessary in the opinion of the Company or Affiliate to satisfy all obligations for the payment of such taxes.

(d) **NO LIMIT ON OTHER COMPENSATION ARRANGEMENTS.** Nothing contained in the Plan shall prevent the Company or any Affiliate from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(e) **NO RIGHT TO EMPLOYMENT.** The grant of an Award shall not be construed as giving a Participant the right to remain an employee, director or consultant of the Company or any Affiliate. Further, the Company or an Affiliate may at any time terminate the service of any employee, director or consultant, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(f) **GOVERNING LAW.** The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware and applicable federal law.

(g) **SEVERABILITY.** If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Board or the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Board or the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

(h) **NO TRUST OR FUND CREATED.** Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(i) NO FRACTIONAL SHARES. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Board and the Committee shall determine whether cash, other securities, or other property shall be paid or transferred in lieu of any fractional Share, or whether such fractional Shares of any rights thereto shall be canceled, terminated, or otherwise eliminated.

(j) HEADINGS. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

SECTION 9. EFFECTIVE DATE OF THE PLAN

Subject to the approval of the Board of the Company, the Plan shall be effective on the closing date of the merger between the Company and DiamiR Biosciences Corp., a Delaware corporation (“DiamiR”), pursuant to that certain Agreement and Plan of Merger dated as of July 14, 2025, (the “Merger Agreement”) (the “Effective Date”); provided, however, that to the extent that Awards are granted under the Plan before its approval by the Board, the Awards will be contingent on approval of the Plan by the Board of the Company at a Board meeting or by written consent.

SECTION 10. TERM OF THE PLAN

No Award shall be granted under the Plan more than 10 years after the Effective Date. However, unless otherwise expressly provided in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Board and the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

The foregoing Equity Incentive Plan was duly adopted and approved by the Board of Directors on May 7, 2026.

NIKI BIOSOLUTIONS, INC.

By: /s/ Ian Huen

Ian Huen
Chief Executive Officer