Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone 732-995-3914
Email research@warrantwire.com
Plaintiff self represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **APPENDIX OF EXHIBITS** **VOLUME 1** **EXHIBITS A THROUGH M**

SUBMITTED WITH VERIFIED COMPLAINT AND EMERGENCY MOTION

Bound separately under District of Nevada Local Rule IA 10-3 i

Appendix Volume 1 Contents

Final page-count check. Count this completed bound volume before filing. If it exceeds 250 pages, divide it into additional volumes and revise the volume labels and contents pages.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT A** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT A

Notarized affidavit of Mark Joseph Nejmeh, signed in his own words.

Place the exhibit identified above immediately behind this cover sheet.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT B** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT B

Notarized affidavit of Gary Pitoniak, unchanged.

Place the exhibit identified above immediately behind this cover sheet.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT C** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT C

Notarized affidavit of Paul Bernhardt, unchanged.

Place the exhibit identified above immediately behind this cover sheet.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ____________________________** **EXHIBIT D** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT D

Theriva Biologics, Inc. Second Amended and Restated Bylaws, effective October 3, 2023, with Sections 1.03 through 1.09 and 4.08 highlighted in the copy.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit D SEC EDGAR Source Index

Second Amended and Restated Bylaws, effective October 3, 2023.

Date	Document	Direct SEC source
Aug. 11, 2023	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465923090511/tm2323521d1_8k.htm
Aug. 11, 2023	Exhibit 3.1 - Second Amended and Restated Bylaws	https://www.sec.gov/Archives/edgar/data/894158/000110465923090511/tm2323521d1_ex3-1.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

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): August 9, 2023

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

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

On August 9, 2023, the Board of Directors (the "Board") of Theriva Biologics, Inc., a Nevada corporation (the "Company") amended and restated the Company's amended and restated bylaws (the "Bylaws"), effective October 3, 2023. The Bylaws include new provisions related to advance notice procedures.

Section 1.11 sets forth advance notice procedures for director nominations and other stockholder proposals. Stockholders seeking to nominate candidates for election as directors at or bring other business before an annual or special meeting of stockholders must provide timely notice thereof in writing. To be timely, stockholders who wish to directly recommend candidates for election to the Board at an annual meeting must give written notice to the Chairman of the Nominations Committee, which notice shall be delivered not less than 120 days prior to the anniversary of the preceding year's annul meeting. Stockholders who wish to bring other proposals before an annual meeting must give written notice to the Secretary of the Company, which notice shall be delivered not less than 120 days prior to the anniversary of the preceding year's annual meeting to be considered timely. Such stockholders' notice must comply with the various requirements set forth in paragraphs (c) and (e) of Section 1.11, as applicable.

The foregoing description is qualified in its entirety by the Bylaws which are attached hereto as Exhibit 3.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
3.1	Second Amended and Restated Bylaws of Theriva Biologics, Inc.
104	Cover Page Interactive Data File (embedded within the XBRL document)

SIGNATURES

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

Dated: August 11, 2023	**THERIVA BIOLOGICS, INC.**
	By: /s/ Steven A. Shallcross
	Name: Steven A. Shallcross
	Title: Chief Executive Officer and Chief Financial Officer

Exhibit 3.1

SECOND AMENDED AND RESTATED BY-LAWS

OF

THERIVA BIOLOGICS, INC.

(a Nevada corporation)

Adopted: August 9, 2023
Effective: October 3, 2023

ARTICLE 1

STOCKHOLDERS

1.01 Annual Meetings. An annual meeting of stockholders shall be held for the election of Directors at such date, time and place either within or without the State of Nevada as may be designated by the Board of Directors from time to time. Any other proper business may be transacted at the annual meeting.

1.02 Special Meetings. Special meetings of stockholders may be called at any time by the Chairman of the Board, if any, the Vice Chairman of the Board, if any, or the President to be held at such date, time and place either within or without the State of Nevada as may be stated in the notice of the meeting. A special meeting of stockholders shall be called by the Secretary within 120 days of his or her receipt of a written request, stating the purpose of the meeting, of stockholders who together own of record a majority of the outstanding shares of each class of stock entitled to vote at such meeting.

1.03 Notice of Meetings. Whenever stockholders are required or permitted to take any action at a meeting, a written notice of the meeting shall be given which shall state the place, date and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, the written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each stockholder entitled to vote at such meeting. If mailed, such notice shall be deemed to be given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation.

1.04 Adjournments. Any meeting of stockholders, annual or special, may adjourn from time to time to reconvene at the same or some other place, and notice need not be given of any such adjourned meeting if the time and place thereof 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. If the adjournment is for more than thirty days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

1.05 Quorum. At each meeting of stockholders, except where otherwise provided by law, the presence in person or by proxy of the holders of shares of stock having one-third (1/3) of the voting power of the shares of stock entitled to vote at the meeting shall be necessary and sufficient to constitute a quorum. In the absence of a quorum the stockholders so present may, by majority vote, adjourn the meeting from time to time in the manner provided by Section 1.04 of these by-laws until a quorum shall attend. Shares of its own capital stock belonging on the record date for the meeting to the Corporation or to another corporation, if a majority of the shares entitled to vote in the election of directors of such other corporation is held, directly or indirectly, by the Corporation, shall neither be entitled to vote nor be counted for quorum purposes; provided, however, that the foregoing shall not limit the right of the Corporation to vote stock, including but not limited to its own stock, held by it in a fiduciary capacity.

1.06 Organization. Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman of the Board by the Vice Chairman of the Board, if any, or in the absence of the Vice Chairman of the Board by the President, or in the absence of the President by a Vice President, or in the absence of the foregoing persons by a chairman designated by the Board of Directors, or in the absence of such designation by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

1.07 Voting; Proxies. Unless otherwise provided in the articles of incorporation, each stockholder entitled to vote at any meeting of stockholders shall be entitled to one vote for each share of stock held by such stockholder which has voting power upon the matter in question. If the articles of incorporation provides for more or less than one vote for any share on any matter, every reference in these by-laws to a majority or other proportion of stock shall refer to such majority or other proportion of the votes of such stock. Each stockholder entitled to vote at a meeting of stockholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for such stockholder by proxy, but no such proxy shall be voted or acted upon after three years from its date, unless the proxy provides for a longer period. A duly executed 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 filing an instrument in writing revoking the proxy or another duly executed proxy bearing a later date with the Secretary of the Corporation. Voting at meetings of stockholders need not be by written ballot and need not be conducted by inspectors unless the holders of a majority of the outstanding shares of all classes of stock entitled to vote thereon present in person or by proxy at such meeting shall so determine. At all meetings of stockholders for the election of directors a plurality of the votes cast shall be sufficient to elect. With respect to other matters, unless otherwise provided by law or by the articles of incorporation or these by-laws, the affirmative vote of the holders of a majority of the shares of all classes of stock present in person or represented by proxy at the meeting and entitled to vote on the subject matter shall be the act of the stockholders, provided that (except as otherwise required by law or by the articles of incorporation) the Board of Directors may require a larger vote upon any such matter. Where a separate vote by class is required, the affirmative vote of the holders of a majority of the shares of each class present in person or represented by proxy at the meeting shall be the act of such class, except as otherwise provided by law or by the articles of incorporation or these by-laws.

1.08 Fixing Date for Determination of Stockholders of Record. In order that the Corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty nor less than ten days before the date of such meeting, nor more than sixty days prior to any other action. If no record date is fixed: (1) the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held; (2) the record date for determining stockholders entitled to express consent to corporate action in writing without a meeting, when no prior action by the Board is necessary, shall be the day on which the first written consent is expressed; and (3) the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for the adjourned meeting.

1.09 List of Stockholders Entitled to Vote. The Secretary shall prepare and make, at least ten days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten 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 so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof and may be inspected by any stockholder who is present.

1.10 Consent of Stockholders in Lieu of Meeting. Any action required by law to be taken at any annual or special meeting of stockholders of the Corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing.

1.11 Notice Requirements for Director Nominations and Stockholder Proposals.

(a) Only persons who are nominated in accordance with the procedures set forth in these Second Amended and Restated Bylaws (the "Bylaws") shall be eligible to serve as directors. Nominations of persons for election to the Board of Directors of the Corporation may be made at a meeting of stockholders (i) by or at the direction of the Board of Directors or (ii) by any stockholder of the Corporation who is a stockholder of record at the time of giving of notice provided for in this Section 1.11, who is entitled to vote for the election of directors at the meeting and who complies with the notice procedures set forth in this Section 1.11.

(b) Stockholders wishing to directly recommend candidates for election to the Board of Directors at an annual meeting must do so by giving notice in writing to the Chairman of the Nominations Committee at the principal executive office of the Corporation. Any such notice must, for any given annual meeting, be delivered to the Chairman of the Nominations Committee not less than 120 days prior to the anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the annual meeting is changed by more than 30 days from such anniversary date, notice by the stockholder to be timely must be so received not later than the close of business on the tenth day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure was made; and (ii) in the case of a special meeting at which directors are to be elected, not later than the close of business on the tenth day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure was made.

(c) Such stockholder's notice pursuant to paragraph (b) of this Section 1.11 must state (1) the name and address of the stockholder making the recommendations, (2) the name, age, business address, and residential address of each person recommended, (3) the principal occupation or employment of each person recommended, (4) the class and number of shares of the Corporation that are beneficially owned by each person recommended and by the recommending stockholder, (5) any other information concerning the persons recommended that must be disclosed in nominee and proxy solicitations in accordance with Regulation 14A of the Securities Exchange Act of 1934, as amended, and, (6) a signed consent of each person recommended stating that he or she consents to serve as a director of the Corporation if elected.

(d) At an annual meeting of the stockholders, only such business shall be conducted as shall have been brought before the meeting (i) pursuant to the Corporation's Notice of Annual Meeting of Stockholders, (ii) by or at the direction of the Board of Directors or (iii) by any stockholder of the Corporation who is a stockholder of record at the time of giving of the notice provided for in this Section 1.11, who is entitled to vote at such meeting and who complies with the notice procedures set forth in paragraph (e) of this Section 1.11.

(e) For business to be properly brought before an annual meeting by a stockholder pursuant to clause (iii) of paragraph (d) of this Section 1.11, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation at the principal executive office of the Corporation. To be timely, a stockholder's notice must be delivered to or mailed and received at the principal executive office of the Corporation not less than 120 days prior to the anniversary of the preceding year's annual meeting; provided, however, that in the event that the date of the meeting is changed by more than 30 days from such anniversary date, to be timely, notice by the stockholder must be received no later than the close of business on the tenth day following the earlier of the day on which notice of the date of the meeting was mailed or public disclosure was made. A stockholder's notice to the Secretary shall set forth as to each matter the stockholder proposes to bring before the meeting: (i) a brief description of the business desired to be brought before the meeting and the reasons for conducting such business at the meeting; (ii) the name and address, as they appear on the Corporation's books, of the stockholder proposing such business, and the name and address of the beneficial owner, if any, on whose behalf the proposal is made; (iii) the class and number of shares of the Corporation which are owned beneficially and of record by such stockholder of record and by the beneficial owner, if any, on whose behalf the proposal is made; and (iv) any material interest of such stockholder of record and the beneficial owner, if any, on whose behalf the proposal is made in such business.

(f) Notwithstanding anything in these Bylaws to the contrary, no business shall be conducted at an annual meeting except in accordance with the procedures set forth in this Section 1.11. Additionally, no person shall be eligible to serve as a director of the Corporation unless nominated in accordance with the procedures set forth in this Section 1.11. The chairman of the meeting shall, if the facts warrant, determine and declare to the meeting that (i) the business was not properly brought before the meeting and in accordance with the procedures prescribed by this Section 1.11 or (ii) a nomination was not made in accordance with the procedures prescribed by these Bylaws. If the chairman of the meeting should so determine, he or she shall so declare to the meeting, and any such business not properly brought before the meeting shall not be transacted or the defective nomination shall be disregarded. Notwithstanding the foregoing provisions of this Section 1.11, a stockholder shall also comply with all applicable requirements of the Securities Exchange Act of 1934, as amended, and the rules and regulations thereunder with respect to the matters set forth in this Section 1.11.

ARTICLE 2

BOARD OF DIRECTORS

2.01 Powers; Number; Qualifications. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, except as may be otherwise provided by law or in the articles of incorporation. The Board shall consist of one or more members, the number thereof to be determined from time to time by the Board. Directors need not be stockholders.

2.02 Election; Term of Office; Resignation; Removal; Vacancies. Each director shall hold office until the annual meeting of stockholders next succeeding his or her election and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any director may resign at any time upon written notice to the Board of Directors or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors; except that, if the articles of incorporation provides for cumulative voting and less than the entire Board is to be removed, no director may be removed without cause if the votes cast against his or her removal would be sufficient to elect him or her if then cumulatively voted at an election of the entire Board, or, if there be classes of directors, at an election of the class of directors of which he or she is a part. Whenever the holders of any class or series of stock are entitled to elect one or more directors by the provisions of the articles of incorporation, the provisions of the preceding sentence shall apply, in respect to the removal without cause of a director or directors so elected, to the vote of the holders of the outstanding shares of that class or series and not to the vote of the outstanding shares as a whole. Unless otherwise provided in the articles of incorporation or these by-laws, vacancies and newly created directorships resulting from any increase in the authorized number of directors elected by all of the stockholders having the right to vote as a single class or from any other cause may be filled by a majority of the directors then in office, although less than a quorum, or by the sole remaining director. 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 articles of incorporation, vacancies and newly created directorships of such class or classes or series may be filled by a majority of the directors elected by such class or classes or series thereof then in office, or by the sole remaining director so elected.

2.03 Regular Meetings. Regular meetings of the Board of Directors may be held at such places within or without the State of Nevada and at such times as the Board may from time to time determine, and if so determined notice thereof need not be given.

2.04 Special Meetings. Special meetings of the Board of Directors may be held at any time or place within or without the State of Nevada whenever called by the Chairman of the Board, if any, by the Vice Chairman of the Board, if any, by the President or by any two directors. Reasonable notice thereof shall be given by the person or persons calling the meeting.

2.05 Participation in Meetings by Conference Telephone Permitted. Unless otherwise restricted by the articles of incorporation or these by-laws, members of the Board of Directors, or any committee designated by the Board, may participate in a meeting of the Board or of such committee, as the case may be, by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation in a meeting pursuant to this by-law shall constitute presence in person at such meeting.

2.06 Quorum; Vote Required for Action. At all meetings of the Board of Directors one-third of the entire Board shall constitute a quorum for the transaction of business. The vote of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board unless the articles of incorporation or these by-laws shall require a vote of a greater number. In case at any meeting of the Board a quorum shall not be present, the members of the Board present may adjourn the meeting from time to time until a quorum shall attend.

2.07 Organization. Meetings of the Board of Directors shall be presided over by the Chairman of the Board, if any, or in the absence of the Chairman of the Board by the Vice Chairman of the Board, if any, or in the absence of the Vice Chairman of the Board by the President, or in their absence by a chairman chosen at the meeting. The Secretary, or in the absence of the Secretary an Assistant Secretary, shall act as secretary of the meeting, but in the absence of the Secretary and any Assistant Secretary the chairman of the meeting may appoint any person to act as secretary of the meeting.

2.08 Action by Directors Without a Meeting. Any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board or of such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

2.09 Compensation of Directors. The Board of Directors shall have the authority to fix the compensation of directors.

ARTICLE 3

COMMITTEES

3.01 Committees. The Board of Directors may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee to consist of one or more of the directors of the Corporation. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; but no such committee shall have power or authority in reference to amending the articles 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 dissolution, removing or indemnifying directors or amending these by-laws; and, unless the resolution expressly so provides, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock.

3.02 Committee Rules. Unless the Board of Directors otherwise provides, each committee designated by the Board may adopt, amend and repeal rules for the conduct of its business. In the absence of a provision by the Board or a provision in the rules of such committee to the contrary, a majority of the entire authorized number of members of such committee shall constitute a quorum for the transaction of business, the vote of a majority of the members present at a meeting at the time of such vote if a quorum is then present shall be the act of such committee, and in other respects each committee shall conduct its business in the same manner as the Board conducts its business pursuant to Article II of these by-laws.

ARTICLE 4

OFFICERS

4.01 Officers; Election. As soon as practicable after the annual meeting of stockholders in each year, the Board of Directors shall elect a President and a Secretary, and it may, if it so determines, elect from among its members a Chairman of the Board and a Vice Chairman of the Board.

4.02 The Board may also elect one or more Vice Presidents, one or more Assistant Vice Presidents, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers and such other officers as the Board may deem desirable or appropriate and may give any of them such further designations or alternate titles as it considers desirable. Any number of offices may be held by the same person.

4.03 Term of office; Resignation; Removal; Vacancies. Except as otherwise provided in the resolution of the Board of Directors electing any officer, each officer shall hold office until the first meeting of the Board after the annual meeting of stockholders next succeeding his or her election, and until his or her successor is elected and qualified or until his or her earlier resignation or removal. Any officer may resign at any time upon written notice to the Board or to the President or the Secretary of the Corporation. Such resignation shall take effect at the time specified therein, and unless otherwise specified therein no acceptance of such resignation shall be necessary to make it effective. The Board may remove any officer with or without cause at any time. Any such removal shall be without prejudice to the contractual rights of such officer, if any, with the Corporation, but the election of an officer shall not of itself create contractual rights. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board at any regular or special meeting.

4.04 Chairman of the Board. The Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board and as may be provided by law. The Chairman of the Board may be, but also need not be, an officer of the Corporation or employed in an executive or any other capacity by the Corporation.

4.05 Vice Chairman of the Board. In the absence of the Chairman of the Board, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present and shall have and may exercise such powers as may, from time to time, be assigned to him or her by the Board and as may be provided by law.

4.06 President. In the absence of the Chairman of the Board and Vice Chairman of the Board, the President shall preside at all meetings of the Board of Directors and of the stockholders at which he or she shall be present. The President shall be the chief executive officer and shall have general charge and supervision of the business of the Corporation and, in general, shall perform all duties incident to the office of president of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or as may be provided by law.

4.07 Vice Presidents. The Vice President or Vice Presidents, at the request or in the absence of the President or during the President's inability to act, shall perform the duties of the President, and when so acting shall have the powers of the President. If there be more than one Vice President, the Board of Directors may determine which one or more of the Vice Presidents shall perform any of such duties; or if such determination is not made by the Board, the President may make such determination; otherwise any of the Vice Presidents may perform any of such duties. The Vice President or Vice Presidents shall have such other powers and shall perform such other duties as may, from time to time, be assigned to him or her or them by the Board or the President or as may be provided by law.

4.08 Secretary. The Secretary shall have the duty to record the proceedings of the meetings of the stockholders, the Board of Directors and any committees in a book to be kept for that purpose, shall see that all notices are duly given in accordance with the provisions of these by-laws or as required by law, shall be custodian of the records of the Corporation, may affix the corporate seal to any document the execution of which, on behalf of the Corporation, is duly authorized, and when so affixed may attest the same, and, in general, shall perform all duties incident to the office of secretary of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or the President or as may be provided by law.

4.09 Treasurer. The Treasurer shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation and shall deposit or cause to be deposited, in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall, from time to time, be selected by or under authority of the Board of Directors. If required by the Board, the Treasurer shall give a bond for the faithful discharge of his or her duties, with such surety or sureties as the Board may determine. The Treasurer shall keep or cause to be kept full and accurate records of all receipts and disbursements in books of the Corporation, shall render to the President and to the Board, whenever requested, an account of the financial condition of the Corporation, and, in general, shall perform all the duties incident to the office of treasurer of a corporation and such other duties as may, from time to time, be assigned to him or her by the Board or the President or as may be provided by law.

4.10 Other Officers. The other officers, if any, of the Corporation shall have such powers and duties in the management of the Corporation as shall be stated in a resolution of the Board of Directors which is not inconsistent with these by-laws and, to the extent not so stated, as generally pertain to their respective offices, subject to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

ARTICLE 5

STOCK

5.01 Certificates. Every holder of stock in the Corporation shall be entitled to have a certificate signed by or in the name of the Corporation by the Chairman or Vice Chairman of the Board of Directors, if any, or the President or a Vice President, and by the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary, of the Corporation, certifying the number of shares owned by such holder in the Corporation. If such certificate is manually signed by one officer or manually countersigned by a transfer agent or by a registrar, any other signature on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the Corporation with the same effect as if such person were such officer, transfer agent or registrar at the date of issue.

5.02 Lost, Stolen or Destroyed Stock Certificates; Issuance of New Certificates. The Corporation may issue a new certificate of stock in the place of any certificate theretofore issued by it, alleged to have been lost, stolen or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or such owner's legal representative, to give the Corporation a 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.

ARTICLE 6

MISCELLANEOUS

6.01 Fiscal Year. The fiscal year of the Corporation shall be determined by the Board of Directors.

6.02 Seal. The Corporation may have a corporate seal which shall have the name of the Corporation inscribed thereon and shall be in such form as may be approved from time to time by the Board of Directors. The corporate seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any other manner reproduced.

6.03 Waiver of Notice of Meetings of Stockholders, Directors and Committees. Whenever notice is required to be given by law or under any provision of the articles of incorporation or these by-laws, a written waiver thereof, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the stockholders, directors, or members of a committee of directors need be specified in any written waiver of notice unless so required by the articles of incorporation or these by-laws.

6.04 Indemnification of Directors, Officers and Employees. The Corporation shall indemnify to the full extent authorized by law any person made or threatened to be made a party to any action, suit or proceeding, whether criminal, civil, administrative or investigative, by reason of the fact that such person or such person's testator or intestate is or was a director, officer or employee of the Corporation or serves or served at the request of the Corporation any other enterprise as a director, officer or employee. For purposes of this by-law, the term Corporation" shall include any predecessor of the Corporation and any constituent corporation (including any constituent of a constituent) absorbed by the Corporation in a consolidation or merger; the term 'other enterprise' shall include any corporation, partnership, joint venture, trust or employee benefit plan; service 'at the request of the Corporation' shall include service as a director, officer or employee of the Corporation which imposes duties on, or involves services by, such director, officer or employee with respect to an employee benefit plan, its participants or beneficiaries; any excise taxes assessed on a person with respect to an employee benefit plan shall be deemed to be indemnifiable expenses; and action by a person with respect to an employee benefit plan which such person reasonably believes to be in the interest of the participants and beneficiaries of such plan shall be deemed to be action not opposed to the best interests of the Corporation.

6.05 Interested Directors; Quorum. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of its directors or officers are directors or officers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because his or her or their votes are counted for such purpose, if: (1) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; or (2) the material facts as to his or her relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon, and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (3) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified, by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorizes the contract or transaction.

6.06 Form of Records. Any records maintained by the Corporation in the regular course of its business, including its stock ledger, books of account and minute books, may be kept on, or be in the form of, punch cards, magnetic tape, photographs, microphotographs or any other information storage device, provided that the records so kept can be converted into clearly legible form within a reasonable time. The Corporation shall so convert any records so kept upon the request of any person entitled to inspect the same.

6.07 Amendment of By-Laws. These by-laws may be amended or repealed, and new by-laws adopted, by the Board of Directors, but the stockholders entitled to vote may adopt additional by-laws and may amend or repeal any by-laws whether adopted by them or otherwise.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. __________________________** **EXHIBIT E** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT E

Theriva definitive proxy statement filed November 10, 2025 for the December 15 special meeting, with the Delaware description, 34% quorum statement, meeting notice, inspector language, and record-date share count marked.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit E SEC EDGAR Source Index

Definitive proxy statement for the December 15, 2025 special meeting.

Date	Document	Direct SEC source
Nov. 10, 2025	DEF 14A	https://www.sec.gov/Archives/edgar/data/894158/000110465925109200/tm2529873d2_def14a.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Selected pages include the notice and passages concerning incorporation, quorum, outstanding shares, in-person admission and voting, and inspectors. The complete filing remains available at the direct SEC link.

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

SCHEDULE 14A
(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

Theriva Biologics, Inc.

(Exact Name of Registrant as Specified in its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee paid previously with preliminary materials.

¨ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD ON DECEMBER 15, 2025

Notice is hereby given that Theriva Biologics, Inc. ("***we***," "***us***," or the "***Company***") will host a Special Meeting of Stockholders on December 15, 2025, at 9:00 a.m. Eastern Time (the "***Special Meeting***"). The Special Meeting will be held in person at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850. The Special Meeting is being held for the following purposes:

(1) To approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***"); and

(2) To approve a proposal to adjourn the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***")

Stockholders of record at the close of business on October 30, 2025, are entitled to notice of and to vote at the Special Meeting and any postponements or adjournments thereof. A list of stockholders of record at the close of business on October 30, 2025, will be available for inspection by any stockholder for a period of ten days prior to the Special Meeting at our principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850.

Your vote is very important. Whether or not you plan to attend the Special Meeting, we encourage you to read the accompanying Proxy Statement and to submit your proxy or voting instructions as soon as possible. In order to ensure the representation of a quorum at the Special Meeting, stockholders who do not expect to attend the Special Meeting are urged to vote as soon as possible. For information on how to vote your shares, please refer to the section of the Proxy Statement entitled "Questions and Answers About the Proxy Materials and the Special Meeting" and to the instructions provided in your proxy card or by your broker, bank, or other nominee.

By Order of the Board of Directors:

/s/ Steven A. Shallcross

Steven A. Shallcross
Chief Executive Officer,
Chief Financial Officer and Director

Dated: November 10, 2025

Important Notice Regarding the Availability of Proxy Materials
for the Stockholder Meeting to Be Held on December 15, 2025

The proxy statement is available at *www.proxyvote.com*.

Theriva Biologics, Inc.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

PROXY STATEMENT
FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD ON DECEMBER 15, 2025

GENERAL INFORMATION

The Board of Directors (the "***Board***") of Theriva Biologics, Inc., a Delaware corporation (the "***Company***"), is soliciting proxies to be used at a Special Meeting of Stockholders to be held on December 15, 2025, at 9:00 a.m. Eastern Time (the "***Special Meeting***") at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850. This proxy statement (this "***Proxy Statement***") and the accompanying proxy card are posted on the internet at *www.proxyvote.com*, and will be distributed and made available to our stockholders on or about November 10, 2025. If you previously requested electronic delivery of the proxy materials, you will be sent the proxy statement and the accompanying proxy card on or about November 10, 2025.

Voting Matters and the Board's Recommendation

Agenda Item	**Board Vote Recommendation**	**Page Reference**
Approval of the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in connection with our private placement offering, which closed on October 17, 2025 (the "Warrant Exercise Proposal")	**FOR**	7
Approval of the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal	**FOR**	10

Even if you plan to attend the Special Meeting, please vote in advance so that your vote will be counted if you later decide not to attend the Special Meeting.

QUESTIONS AND ANSWERS ABOUT THE PROXY MATERIALS AND THE SPECIAL MEETING

Who is soliciting my vote?

The Board of Directors of Theriva Biologics, Inc. is soliciting your proxy to be used at the Special Meeting.

When and where will the Special Meeting be held?

The Special Meeting will be held on December 15, 2025, at 9:00 a.m. Eastern Time, at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850.

What do I need to do if I would like to attend the Special Meeting?

If you wish to attend the Special Meeting in person, you must present a valid form of photo identification, such as a driver's license. If you are a beneficial owner of common stock that is held of record by a bank, broker, or other nominee, you will also need proof of ownership to be admitted. In this regard, a recent brokerage statement or a letter from your bank or broker are examples of proof of ownership. The Company reserves the right to prohibit cameras, recording equipment, or electronic devices in the Special Meeting.

What am I voting on at the Special Meeting?

The purpose of the Special Meeting is to vote on the following items described in this Proxy Statement:

> **Proposal No. 1**: To consider and approve the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***").
>
> **Proposal No. 2**: To consider and approve the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***").

Who is entitled to vote?

Stockholders as of the close of business on the record date of October 30, 2025 (the "***Record Date***"), are entitled to vote at the Special Meeting or any postponement or adjournment thereof. As of the Record Date, there were 33,739,643 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), outstanding.

How many votes per share of Common Stock held are stockholders entitled to?

Stockholders have one vote per share on all matters presented at the Special Meeting.

What is the difference between holding shares of Common Stock as a "stockholder of record" and holding shares in "street name"?

Shares held as a "stockholder of record" (also called a "registered holder") are shares held directly in your name. Shares held in "street name" are shares held for you in an account with a broker, bank, or other nominee.

How do I vote my shares?

If you are a *registered holder*, you may vote:

- ***By internet.*** Via the Internet at *www.proxyvote.com*;
- ***By telephone***. If you are located within the United States and Canada, call 1-800-690-6903 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed proxy card in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717; or
- ***In person.*** You may vote in person at the Special Meeting.

To vote online or via telephone, you will need your unique control number. You can find the control number on your proxy card. Be sure to have your proxy card in hand and follow the instructions. Internet and telephone voting facilities will close at 11:59 p.m. Eastern Time on December 14, 2025, for the voting of shares held by stockholders of record as of the Record Date. Proxy cards with respect to shares held of record must be received no later than December 14, 2025.

If you hold your shares in *street name*, you may vote:

- ***By internet*.*** Via the Internet at *www.proxyvote.com*. To vote online, you will need your unique control number;
- ***By telephone*.*** If you are located within the United States and Canada, call 1-800-454-8683 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available; or
- ***In person.*** To do so, you must request a legal proxy from your broker, bank, or other nominee and present it at the Special Meeting.

**Not all street name holders may be able to vote at the web address and phone number provided above.*

If your shares are held in street name, please check the voting instruction form provided to you by your broker, bank, or other nominee for internet or telephone voting availability. If internet and/or telephone voting is available to a street name holder, such facilities will close at 11:59 p.m. Eastern Time on December 14, 2025. To vote online or via telephone, you will need your unique control number. You can find the control number on your voting instruction form. Be sure to have your voting instruction form in hand and follow the instructions.

What if I return a proxy card or otherwise submit a proxy but do not make specific choices?

All shares held by recordholders entitled to vote, represented by a properly executed and unrevoked proxy received in time for the Special Meeting, will be voted in accordance with the instructions given. In the absence of such instructions, shares will be voted as recommended by the Board.

What are "broker non-votes"?

Banks, brokers, and other agents acting as nominees are permitted to use discretionary voting authority to vote for proposals that are deemed "routine" by the New York Stock Exchange, which means that they can submit a proxy or cast a ballot on behalf of stockholders who do not provide a specific voting instruction. Brokers, banks, or other nominees are not permitted to use discretionary voting authority to vote for proposals that are deemed "non-routine" by the New York Stock Exchange. Under the rules and interpretations of the New York Stock Exchange, "non-routine" matters are matters that may substantially affect the rights or privileges of stockholders, such as mergers, stockholder proposals, elections of directors (even if not contested), executive compensation, and certain corporate governance proposals, even if management supported. We believe that neither of the proposals at the Special Meeting will be treated by the New York Stock Exchange as a routine matter and both will be treated by the New York Stock Exchange as non-routine matters. The determination of which proposals are deemed "routine" versus "non-routine" may not be made by the New York Stock Exchange until after the date on which this proxy statement has been distributed. As such, it is important that you provide voting instructions to your broker, bank, or other nominee as to how to vote your shares, if you wish to ensure that your shares are present and voted at the Special Meeting on all matters.

When there is at least one "routine" matter to be considered at a meeting, a "broker non-vote" occurs when a proposal is deemed "non-routine" and a nominee holding shares for a beneficial owner does not have discretionary voting authority with respect to the "non-routine" matter being considered and has not received instructions from the beneficial owner. Since neither proposal will be deemed to be a "routine" matter broker non-votes will not occur at the Special Meeting.

What constitutes a quorum?

A quorum for the transaction of business at the Special Meeting requires representation, in person or by proxy, of the holders of thirty-four percent (34%) of the Company's outstanding shares of Common Stock. Abstentions will be counted as shares that are present for purposes of determining the presence of a quorum for the transaction of business at the Special Meeting.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information, as of the Record Date, or as otherwise set forth below, with respect to the beneficial ownership of our Common Stock (i) all persons known to us to be the beneficial owners of more than 5% of the outstanding shares of our Common Stock; (ii) each of our directors and our named executive officers named in the Summary Compensation Table; and (iii) all of our directors and our current executive officer as a group.

	Shares Owned(2)	
Name and Address of Beneficial Ownership(1)	**Number of Shares Owned**	**Percentages of Shares(3)**
Named Executive Officers and Directors		
Jeffrey J. Kraws(4)	25,701	*
Steven Shallcross(5)	120,320	*
Jeffrey Wolf(6)	25,701	*
John Monahan(7)	24,483	*
All current officers and directors as a group (4 persons)	196,231	

* represents less than 1% of our Common Stock

(1) The address for each officer and director is 9605 Medical Center, Suite 270, Rockville, Maryland 20850.

(2) Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities. Except as indicated in the footnotes to the table, to the knowledge of the Company, the persons named in the table have sole voting and investment power with respect to all shares of Common Stock, preferred stock, options and/or warrants shown as beneficially owned by them, subject to community property laws, where applicable. Pursuant to the rules of the Commission, the number of shares of our Common Stock deemed outstanding includes shares issuable pursuant to options held by the respective person or group that are currently exercisable or may be exercised within 60 days of the Record Date.

(3) As of the Record Date, the Company had 33,739,643 shares of Common Stock outstanding.

(4) Includes 25,701 shares issuable upon exercise of options held by Mr. Kraws that are exercisable within the 60-day period following the Record Date. Does not include an additional 10,417 shares issuable upon exercise of options held by Mr. Kraws issuable upon exercise of options held by Mr. Kraws that are not exercisable within the 60-day period following the Record Date.

(5) Includes 81,616 shares issuable upon exercise of options held by Mr. Shallcross and 28,704 shares of Common Stock issuable upon exercise of options held by Mrs. Shallcross (Mr. Shallcross's wife) that are exercisable within the 60-day period following the Record Date. Does not include an additional 162,390 shares issuable upon exercise of options held by Mr. Shallcross that are not exercisable within the 60-day period following the Record Date.

(6) Includes 25,701 shares issuable upon exercise of options held by Mr. Wolf that are exercisable within the 60-day period following the Record Date. Does not include an additional 10,417 shares issuable upon exercise of options held by Mr. Wolf issuable upon exercise of options held by Mr. Wolf that are not exercisable within the 60-day period following the Record Date.

(7) Includes 24,483 shares issuable upon exercise of options held by Dr. Monahan that are exercisable within the 60-day period following the Record Date. Does not include an additional 10,417 shares issuable upon exercise of options held by Dr. Monahan issuable upon exercise of options held by Dr. Monahan that are not exercisable within the 60-day period following the Record Date.

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice of Meeting, proxy statement and proxy card are available at www.proxyvote.com.

V81140-S25170

THERIVA BIOLOGICS, INC
SPECIAL MEETING OF STOCKHOLDERS
DECEMBER 15, 2025 AT 9:00 A.M. (EASTERN TIME)
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned stockholder hereby appoints Steven A. Shallcross as proxy, with the power to appoint his substitute, and hereby authorizes him to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of THERIVA BIOLOGICS, INC. that the undersigned is entitled to vote at the Special Meeting of Stockholders to be held 9:00 a.m. (eastern time), on December 15, 2025 at the Company's principal office at 9605 Medical Center Dr, Suite 270 Rockville MD 20832, or any adjournment or postponement thereof.

This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted in accordance with the Board of Directors' recommendations.

Continued and to be signed on reverse side

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT F** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT F

Theriva Form 8-K filed December 15, 2025 reporting that the session was called to order, a quorum was absent, and a new meeting would be called.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit F SEC EDGAR Source Index

Form 8-K reporting the December 15, 2025 special-meeting session and lack of quorum.

Date	Document	Direct SEC source
Dec. 15, 2025	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465925121246/tm2533572d1_8k.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

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): December 15, 2025

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

Item 8.01. Other Events.

On December 15, 2025, Theriva Biologics, Inc. (the "Company") called to order its Special Meeting of Stockholders (the "Special Meeting"). At that time, there were not present or represented by proxy a sufficient number of shares of the Company's common stock to constitute a quorum. As a result, the Company was not able to convene the Special Meeting. The Company has determined to call a new special meeting to seek approval of the warrant exercsie proposal and adjournment proposal set forth in the proxy statement filed on November 10, 2025. The Company will announce the date and time of the new special meeting and will subsequently file and mail proxy materials as required.

Under that certain warrant inducement agreement (the "Inducement Agreement"), dated October 16, 2025, by and between the Company and certain institutional investors, the Company agreed to use its reasonable best efforts to call a stockholder meeting within 60 days following the closing of the transactions contemplated by the Inducement Agreement for the purpose of seeking approval of the issuance of up to an aggregate of 16,184,560 shares of the Company's common stock upon the exercise of certain common stock purchase warrants ("New Warrants") issued pursuant to the Inducement Agreement ("Stockholder Approval"). The purpose of the Special Meeting was to seek such Stockholder Approval. Because the Company was not able to convene the Special Meeting, the Company will be required under the Inducement Agreement to call an additional meeting of stockholders every 60 days thereafter to seek Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

SIGNATURES

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

Dated: December 15, 2025	THERIVA BIOLOGICS, INC.
	By: /s/ Steven A. Shallcross
	Name: Steven A. Shallcross
	Title: Chief Executive Officer and Chief Financial Officer

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT G** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT G

Theriva February 2026 special-meeting proxy materials showing an in-person meeting at Carrer Torrent de Can Ninou, naus 5-6, Parets del Vallès, Barcelona, Spain.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit G SEC EDGAR Source Index

Definitive proxy materials for the February 11, 2026 Spain meeting.

Date	Document	Direct SEC source
Jan. 5, 2026	DEF 14A	https://www.sec.gov/Archives/edgar/data/894158/000110465926000633/tm261735d1_def14a.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Selected pages include the meeting notice, location, attendance and quorum passages. The complete filing remains available at the direct SEC link.

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

SCHEDULE 14A
(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

Theriva Biologics, Inc.

(Exact Name of Registrant as Specified in its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee paid previously with preliminary materials.

¨ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD ON FEBRUARY 11, 2026

Notice is hereby given that Theriva Biologics, Inc. (“***we***,” “***us***,” or the “***Company***”) will host a Special Meeting of Stockholders on February 11, 2026, at 3:30 p.m. (local time) (the “***Special Meeting***”). The Special Meeting will be held in person at the Company’s principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. The Special Meeting is being held for the following purposes:

(1) To approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the “***Warrant Exercise Proposal***”); and

(2) To approve a proposal to adjourn the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the “***Adjournment Proposal***”)

Stockholders of record at the close of business on December 31, 2025, are entitled to notice of and to vote at the Special Meeting and any postponements or adjournments thereof. A list of stockholders of record at the close of business on December 31, 2025, will be available for inspection by any stockholder for a period of ten days prior to the Special Meeting at our principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850.

Your vote is very important. Whether or not you plan to attend the Special Meeting, we encourage you to read the accompanying Proxy Statement and to submit your proxy or voting instructions as soon as possible. In order to ensure the representation of a quorum at the Special Meeting, stockholders who do not expect to attend the Special Meeting are urged to vote as soon as possible. For information on how to vote your shares, please refer to the section of the Proxy Statement entitled “Questions and Answers About the Proxy Materials and the Special Meeting” and to the instructions provided in your proxy card or by your broker, bank, or other nominee.

By Order of the Board of Directors:

/s/ Steven A. Shallcross

Steven A. Shallcross
Chief Executive Officer,
Chief Financial Officer and Director

Dated: January 5, 2026

Important Notice Regarding the Availability of Proxy Materials
for the Stockholder Meeting to Be Held on February 11, 2026

The proxy statement is available at *www.proxyvote.com*.

Theriva Biologics, Inc.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

PROXY STATEMENT
FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD ON FEBRUARY 11, 2026

GENERAL INFORMATION

The Board of Directors (the "***Board***") of Theriva Biologics, Inc., a Delaware corporation (the "***Company***"), is soliciting proxies to be used at a Special Meeting of Stockholders to be held on February 11, 2026, at 3:30 p.m. (local time) (the "***Special Meeting***") at the Company's principal place of business for research and clinical development, located Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. This proxy statement (this "***Proxy Statement***") and the accompanying proxy card are posted on the internet at *www.proxyvote.com*, and will be distributed and made available to our stockholders on or about January 5, 2026. If you previously requested electronic delivery of the proxy materials, you will be sent the proxy statement and the accompanying proxy card on or about January 5, 2026.

Voting Matters and the Board's Recommendation

Agenda Item	Board Vote Recommendation	Page Reference
Approval of the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in connection with our private placement offering, which closed on October 17, 2025 (the "Warrant Exercise Proposal")	**FOR**	7
Approval of the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal	**FOR**	10

Even if you plan to attend the Special Meeting, please vote in advance so that your vote will be counted if you later decide not to attend the Special Meeting.

QUESTIONS AND ANSWERS ABOUT
THE PROXY MATERIALS AND THE SPECIAL MEETING

Who is soliciting my vote?

The Board of Directors of Theriva Biologics, Inc. is soliciting your proxy to be used at the Special Meeting.

When and where will the Special Meeting be held?

The Special Meeting will be held on February 11, 2026, at 3:30 p.m. (local time), at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain.

What do I need to do if I would like to attend the Special Meeting?

If you wish to attend the Special Meeting in person, you must present a valid form of photo identification, such as a driver's license. If you are a beneficial owner of common stock that is held of record by a bank, broker, or other nominee, you will also need proof of ownership to be admitted. In this regard, a recent brokerage statement or a letter from your bank or broker are examples of proof of ownership. The Company reserves the right to prohibit cameras, recording equipment, or electronic devices in the Special Meeting.

What am I voting on at the Special Meeting?

The purpose of the Special Meeting is to vote on the following items described in this Proxy Statement:

> **Proposal No. 1**: To consider and approve the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***").
>
> **Proposal No. 2**: To consider and approve the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***").

Who is entitled to vote?

Stockholders as of the close of business on the record date of December 31, 2025 (the "***Record Date***"), are entitled to vote at the Special Meeting or any postponement or adjournment thereof. As of the Record Date, there were 35,688,349 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), outstanding.

How many votes per share of Common Stock held are stockholders entitled to?

Stockholders have one vote per share on all matters presented at the Special Meeting.

What is the difference between holding shares of Common Stock as a "stockholder of record" and holding shares in "street name"?

Shares held as a "stockholder of record" (also called a "registered holder") are shares held directly in your name. Shares held in "street name" are shares held for you in an account with a broker, bank, or other nominee.

How do I vote my shares?

If you are a *registered holder*, you may vote:

- ***By internet.*** Via the Internet at *www.proxyvote.com*;
- ***By telephone***. If you are located within the United States and Canada, call 1-800-690-6903 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed proxy card in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717; or
- ***In person.*** You may vote in person at the Special Meeting.

To vote online or via telephone, you will need your unique control number. You can find the control number on your proxy card. Be sure to have your proxy card in hand and follow the instructions. Internet and telephone voting facilities will close at 11:59 p.m. Eastern Time on February 10, 2026, for the voting of shares held by stockholders of record as of the Record Date. Proxy cards with respect to shares held of record must be received no later than February 10, 2026.

If you hold your shares in *street name*, you may vote:

- ***By internet*.*** Via the Internet at *www.proxyvote.com*. To vote online, you will need your unique control number;
- ***By telephone*.*** If you are located within the United States and Canada, call 1-800-454-8683 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available; or
- ***In person.*** To do so, you must request a legal proxy from your broker, bank, or other nominee and present it at the Special Meeting.

**Not all street name holders may be able to vote at the web address and phone number provided above.*

If your shares are held in street name, please check the voting instruction form provided to you by your broker, bank, or other nominee for internet or telephone voting availability. If internet and/or telephone voting is available to a street name holder, such facilities will typically close at 11:59 p.m. Eastern Time on February 10, 2026; however, it may be earlier. To vote online or via telephone, you will need your unique control number. You can find the control number on your voting instruction form. Be sure to have your voting instruction form in hand and follow the instructions.

What if I return a proxy card or otherwise submit a proxy but do not make specific choices?

All shares held by recordholders entitled to vote, represented by a properly executed and unrevoked proxy received in time for the Special Meeting, will be voted in accordance with the instructions given. In the absence of such instructions, shares will be voted as recommended by the Board.

What are "broker non-votes"?

Banks, brokers, and other agents acting as nominees are permitted to use discretionary voting authority to vote for proposals that are deemed "routine" by the New York Stock Exchange, which means that they can submit a proxy or cast a ballot on behalf of stockholders who do not provide a specific voting instruction. Brokers, banks, or other nominees are not permitted to use discretionary voting authority to vote for proposals that are deemed "non-routine" by the New York Stock Exchange. Under the rules and interpretations of the New York Stock Exchange, "non-routine" matters are matters that may substantially affect the rights or privileges of stockholders, such as mergers, stockholder proposals, elections of directors (even if not contested), executive compensation, and certain corporate governance proposals, even if management supported. We believe that neither of the proposals at the Special Meeting will be treated by the New York Stock Exchange as a routine matter and both will be treated by the New York Stock Exchange as non-routine matters. The determination of which proposals are deemed "routine" versus "non-routine" may not be made by the New York Stock Exchange until after the date on which this proxy statement has been distributed. As such, it is important that you provide voting instructions to your broker, bank, or other nominee as to how to vote your shares, if you wish to ensure that your shares are present and voted at the Special Meeting on all matters.

When there is at least one "routine" matter to be considered at a meeting, a "broker non-vote" occurs when a proposal is deemed "non-routine" and a nominee holding shares for a beneficial owner does not have discretionary voting authority with respect to the "non-routine" matter being considered and has not received instructions from the beneficial owner. Since neither proposal will be deemed to be a "routine" matter broker non-votes will not occur at the Special Meeting.

What constitutes a quorum?

A quorum for the transaction of business at the Special Meeting requires representation, in person or by proxy, of the holders of one third of the Company's voting power of the shares of stock entitled to vote at the meeting. Abstentions will be counted as shares that are present for purposes of determining the presence of a quorum for the transaction of business at the Special Meeting.

What is the voting requirement to approve each of the proposals?

Proposal	Vote Required	Voting Options	Impact of "Abstain" Vote	Impact of Broker Non-Votes
Proposal No. 1: Warrant Exercise Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.
Proposal No. 2: Adjournment Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.

How does the Board recommend that I vote?

The Board recommends that you vote your shares:

- "**FOR**" the Warrant Exercise Proposal (Proposal No. 1); and
- "**FOR**" the Adjournment Proposal (Proposal No. 2).

Who will count the vote?

One or more inspectors of election at the Special Meeting will tabulate and certify the votes.

What does it mean if I receive more than one set of proxy materials?

It means that your shares are held in more than one account at the transfer agent and/or with banks or brokers. Please vote all of your shares. To ensure that all of your shares are voted, please submit your proxy for each set of proxy materials via the internet, telephone or by signing, dating, and returning the enclosed proxy card and/or voting instruction card in the enclosed envelope.

May I change my vote or revoke my proxy?

Yes. Whether you have voted by internet, telephone or mail, if you are a stockholder of record, you may change your vote and revoke your proxy by:

- sending a written statement to that effect to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, provided such statement is received no later than 11:59 p.m. Eastern Time on February 10, 2026;
- voting again by internet or telephone at a later time before the closing of those voting facilities at 11:59 p.m. Eastern Time on February 10, 2026;
- submitting a properly signed proxy card to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, with a later date that is received no later than 11:59 p.m. Eastern Time on February 10, 2026; or
- attending and voting at the Special Meeting on February 11, 2026.

Your last vote is the one that is counted. Your attendance at the Special Meeting by itself will not revoke your proxy unless you give written notice of revocation to the Company before your proxy is voted or you vote at the Special Meeting.

If you hold shares in street name, please refer to information from your bank, broker, or other intermediary on how to revoke or submit new voting instructions.

Who will pay for the cost of this proxy solicitation?

The Company will pay for the cost of soliciting proxies. Some of the Company's directors, officers, or employees may (for no additional compensation) solicit proxies in person or by telephone, email, or facsimile transmission. Brokers and other nominees will be requested to solicit proxies or authorizations from beneficial owners and will be reimbursed for their reasonable expenses. In addition, we have retained D.F. King & Co., Inc. to aid in the solicitation of proxies for the Special Meeting. We will pay D.F. King & Co., Inc. fees of not more than $8,000 plus expense reimbursement for its services. Please contact (800) 859-8509 with any questions you may have regarding our proposals. In addition to the use of the mail, proxies may be solicited by personal interview, telephone, telegram, facsimile and advertisement in periodicals and postings, in each case by our directors, officers and employees without additional compensation.

PROPOSAL NO. 1
APPROVAL OF THE WARRANT EXERCISE

We are seeking stockholder approval for the issuance of up to 16,184,560 shares of our Common Stock upon the exercise of common stock purchase warrants that were issued in connection with our private placement offering (the "***Private Placement***") that closed on October 17, 2025, as contemplated by Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement.

On October 16, 2025, we entered into a warrant inducement agreement (the "***Inducement Agreement***") with certain institutional investors (the "***Holders***") of outstanding warrants to purchase shares of Common Stock issued in a private placement offering that closed on September 27, 2024 (the "***September Warrants***") and a private placement offering that closed on May 8, 2025 (the "***May Warrants***" and, together with the September Warrants, collectively, the "***Existing Warrants***"). Pursuant to the Inducement Agreement, the Holders of the Existing Warrants exercised for cash, at a reduced exercise price of $0.54 per share, September Warrants to purchase an aggregate of up to 1,345,000 shares of Common Stock (the "***September Warrant Shares***") and May Warrants to purchase an aggregate of up to 6,747,280 shares of Common Stock (the "***May Warrant Shares***" and, together with the September Warrant Shares, the "***Existing Warrant Shares***") and, in consideration of the Holders' immediate exercise of the Existing Warrants in accordance with the Inducement Agreement, we issued unregistered Common Stock Purchase Warrants (the "***New Warrants***") to purchase an aggregate of up to 16,184,560 shares of Common Stock (200% of the number of Existing Warrant Shares issued upon exercise of the Existing Warrants) (the "***New Warrant Shares***"), at an exercise price of $0.54, to the Holders of the Existing Warrants. The transactions contemplated by the Inducement Agreement (the "***Warrant Inducement***") were consummated on October 17, 2025 (the "***Closing Date***").

The New Warrants are exercisable commencing on the effective date of stockholder approval (the "***Stockholder Approval***") for the full exercise of the Warrant and issuance of all of the shares of Common Stock issuable upon exercise of the New Warrants (the "***Stockholder Approval Date***") and expire on the fifth anniversary of the Stockholder Approval Date. If at any time there is no effective registration statement under the Securities Act for the resale of the New Warrant Shares, any holder may, in its sole discretion, elect to exercise New Warrants through a cashless exercise, in which case such holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the New Warrant. We also agreed to use our reasonable best efforts to obtain all components of the Stockholder Approval. If we do not obtain all components of the Stockholder Approval at the first meeting of our stockholders called within sixty (60) days following the Closing Date, we are obligated to call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding. A special meeting had originally been scheduled for December 15, 2025 for the purpose of seeking Stockholder Approval. On December 15, 2025, we called to order such special meeting. At that time, there were not present or represented by proxy a sufficient number of shares of the Company's common stock to constitute a quorum. As a result, we were not able to convene such special meeting and obtain Stockholder Approval at such time.

The exercise price of the New Warrants, and the number of New Warrant Shares, are subject to adjustment in the event of any stock dividend or split, reverse stock split, recapitalization, reorganization, or similar transaction, as described in the New Warrants. In addition, the New Warrants provide that we may also, at any time during the term of the New Warrants, subject to the prior written consent of the applicable holder, voluntarily reduce the then current exercise price to any amount and for any period of time, subject to the rules and regulations of NYSE American. Accordingly, approval of this proposal is also approval of the issuance of the New Warrant Shares at a lower exercise price than the initial exercise price.

A holder will not have the right to exercise any portion of the New Warrants if the holder (together with its affiliates) would beneficially own in excess of 4.99% (or, upon election of the holder, 9.99%) of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the New Warrants. However, any holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election.

In the event of a Fundamental Transaction (as such term is defined in the New Warrant), then the successor entity will succeed to, and be substituted for us, and may exercise every right and power that we may exercise and will assume all of our obligations under the New Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of Common Stock are given a choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the holder shall be given the same choice as to the consideration it receives upon any exercise of the New Warrants following such Fundamental Transaction. In addition, the successor entity, at the request of holders of New Warrants, will be obligated to purchase any unexercised portion of the New Warrants in accordance with the terms thereof. Notwithstanding the foregoing, in the event of a Fundamental Transaction, the holders of the New Warrants have the right to require us or a successor entity to redeem the New Warrants for cash in the amount of the Black Scholes Value (as defined in the New Warrant) of the unexercised portion of the New Warrants concurrently with or within 30 days following the consummation of a Fundamental Transaction. However, in the event of a Fundamental Transaction which is not in our control, including a Fundamental Transaction not approved by our Board, the holders of the New Warrants will only be entitled to receive from us or our successor entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black-Scholes Value of the unexercised portion of the New Warrant that is being offered and paid to the holders of Common Stock in connection with the Fundamental Transaction, whether that consideration is in the form of cash, stock or any combination of cash, and stock, or whether the holders of our Common Stock are given the choice to receive alternative forms of consideration in connection with the Fundamental Transaction.

Potential Adverse Effects of the Approval of Proposal No. 1

If this Proposal No. 1 is approved, existing stockholders will suffer dilution in their ownership interests in the future upon the issuance of the New Warrant Shares upon exercise of the New Warrants. Assuming the full exercise of the New Warrants, an aggregate of 16,184,560 additional shares of Common Stock will be outstanding, and the ownership interest of our existing stockholders would be correspondingly reduced. In addition, the sale into the public market of these shares also could materially and adversely affect the market price of our Common Stock.

Required Vote

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Warrant Exercise Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes are not expected for this proposal.

THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE WARRANT EXERCISE PROPOSAL

PROPOSAL NO. 2
THE ADJOURNMENT PROPOSAL

Background of and Rationale for the Adjournment Proposal

The Board of Directors believes that if at the Special Meeting, the number of votes represented by shares of our Common Stock, present or represented and voting in favor of the Warrant Exercise Proposal, is insufficient to approve the Warrant Exercise Proposal or establish a quorum, it is in the best interests of the stockholders to enable the Board to continue to seek to obtain a sufficient number of additional votes to approve the Warrant Exercise Proposal.

In the Adjournment Proposal, we are asking stockholders to authorize the holder of any proxy solicited by the Board to vote in favor of adjourning or postponing the Special Meeting or any adjournment or postponement thereof. If our stockholders approve this proposal, we could adjourn or postpone the Special Meeting, and any adjourned session of the Special Meeting, to use the additional time to solicit additional proxies in favor of the Warrant Exercise Proposal.

Additionally, approval of the Adjournment Proposal could mean that, in the event we receive proxies indicating that holders of a majority of the number of shares present in person or represented by proxy at the Special Meeting will vote against the Warrant Exercise Proposal, we could adjourn or postpone the Special Meeting without a vote on the Warrant Exercise Proposal and use the additional time to solicit the holders of those shares to change their vote in favor of the Warrant Exercise Proposal.

Vote Required

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Adjournment Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as a vote AGAINST this proposal. Broker non-votes are not expected for this proposal.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" THE ADJOURNMENT PROPOSAL.

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice of Meeting, Proxy Statement and Proxy Card are available at www.proxyvote.com.

V82662-S30300

THERIVA BIOLOGICS, INC.
SPECIAL MEETING OF STOCKHOLDERS
FEBRUARY 11, 2026, AT 3:30 P.M. (LOCAL TIME)
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned stockholder hereby appoints Steven A. Shallcross as proxy, with the power to appoint his substitute, and hereby authorizes him to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of THERIVA BIOLOGICS, INC. that the undersigned is entitled to vote at the Special Meeting of Stockholders to be held at 3:30 p.m. (local time) on February 11, 2026, at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain, or any adjournment or postponement thereof.

This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted in accordance with the Board of Directors' recommendations.

Continued and to be signed on reverse side

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT H** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT H

Theriva March 2026 proxy materials and April 9, 2026 Form 8-K showing the April 9 Spain session and reported lack of quorum.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit H SEC EDGAR Source Index

March 2026 proxy materials and April 9, 2026 Form 8-K.

Date	Document	Direct SEC source
Mar. 16, 2026	DEF 14A	https://www.sec.gov/Archives/edgar/data/894158/000110465926028593/tm267779-2_def14a.htm
Apr. 9, 2026	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465926041507/tm2611468d1_8k.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Proxy excerpts include the Spain location, meeting notice and quorum passages. The Form 8-K is reproduced in full.

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

SCHEDULE 14A
(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

Theriva Biologics, Inc.
(Exact Name of Registrant as Specified in its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee paid previously with preliminary materials.

¨ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD ON APRIL 9, 2026

Notice is hereby given that Theriva Biologics, Inc. ("***we***," "***us***," or the "***Company***") will host a Special Meeting of Stockholders on April 9, 2026, at 3:30 p.m. (local time) (the "***Special Meeting***"). The Special Meeting will be held in person at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. The Special Meeting is being held for the following purposes:

(1) To approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***"); and

(2) To approve a proposal to adjourn the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***")

Stockholders of record at the close of business on February 27, 2026, are entitled to notice of and to vote at the Special Meeting and any postponements or adjournments thereof. A list of stockholders of record at the close of business on February 27, 2026, will be available for inspection by any stockholder for a period of ten days prior to the Special Meeting at our principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850.

Your vote is very important. Whether or not you plan to attend the Special Meeting, we encourage you to read the accompanying Proxy Statement and to submit your proxy or voting instructions as soon as possible. In order to ensure the representation of a quorum at the Special Meeting, stockholders who do not expect to attend the Special Meeting are urged to vote as soon as possible. For information on how to vote your shares, please refer to the section of the Proxy Statement entitled "Questions and Answers About the Proxy Materials and the Special Meeting" and to the instructions provided in your proxy card or by your broker, bank, or other nominee.

By Order of the Board of Directors:

/s/ Steven A. Shallcross

Steven A. Shallcross
Chief Executive Officer,
Chief Financial Officer and Director

Dated: March 16, 2026

Important Notice Regarding the Availability of Proxy Materials
for the Stockholder Meeting to Be Held on April 9, 2026

The proxy statement is available at *www.proxyvote.com*.

Theriva Biologics, Inc.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

PROXY STATEMENT
FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD ON APRIL 9, 2026

GENERAL INFORMATION

The Board of Directors (the "***Board***") of Theriva Biologics, Inc., a Nevada corporation (the "***Company***"), is soliciting proxies to be used at a Special Meeting of Stockholders to be held on April 9, 2026, at 3:30 p.m. (local time) (the "***Special Meeting***") at the Company's principal place of business for research and clinical development, located Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. This proxy statement (this "***Proxy Statement***") and the accompanying proxy card are posted on the internet at *www.proxyvote.com*, and will be distributed and made available to our stockholders on or about March 16, 2026. If you previously requested electronic delivery of the proxy materials, you will be sent the proxy statement and the accompanying proxy card on or about March 16, 2026.

Voting Matters and the Board's Recommendation

Agenda Item	Board Vote Recommendation	Page Reference
Approval of the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in connection with our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***")	**FOR**	6
Approval of the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal	**FOR**	9

Even if you plan to attend the Special Meeting, please vote in advance so that your vote will be counted if you later decide not to attend the Special Meeting.

QUESTIONS AND ANSWERS ABOUT
THE PROXY MATERIALS AND THE SPECIAL MEETING

Who is soliciting my vote?

The Board of Directors of Theriva Biologics, Inc. is soliciting your proxy to be used at the Special Meeting.

When and where will the Special Meeting be held?

The Special Meeting will be held on April 9, 2026, at 3:30 p.m. (local time), at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain.

What do I need to do if I would like to attend the Special Meeting?

If you wish to attend the Special Meeting in person, you must present a valid form of photo identification, such as a driver's license. If you are a beneficial owner of common stock that is held of record by a bank, broker, or other nominee, you will also need proof of ownership to be admitted. In this regard, a recent brokerage statement or a letter from your bank or broker are examples of proof of ownership. The Company reserves the right to prohibit cameras, recording equipment, or electronic devices in the Special Meeting.

What am I voting on at the Special Meeting?

The purpose of the Special Meeting is to vote on the following items described in this Proxy Statement:

> **Proposal No. 1**: To consider and approve the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***").
>
> **Proposal No. 2**: To consider and approve the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***").

Who is entitled to vote?

Stockholders as of the close of business on the record date of February 27, 2026 (the "***Record Date***"), are entitled to vote at the Special Meeting or any postponement or adjournment thereof. As of the Record Date, there were 45,892,668 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), outstanding.

How many votes per share of Common Stock held are stockholders entitled to?

Stockholders have one vote per share on all matters presented at the Special Meeting.

What is the difference between holding shares of Common Stock as a "stockholder of record" and holding shares in "street name"?

Shares held as a "stockholder of record" (also called a "registered holder") are shares held directly in your name. Shares held in "street name" are shares held for you in an account with a broker, bank, or other nominee.

How do I vote my shares?

If you are a *registered holder*, you may vote:

- ***By internet.*** Via the Internet at *www.proxyvote.com*;
- ***By telephone***. If you are located within the United States and Canada, call 1-800-690-6903 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed proxy card in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717; or
- ***In person.*** You may vote in person at the Special Meeting.

To vote online or via telephone, you will need your unique control number. You can find the control number on your proxy card. Be sure to have your proxy card in hand and follow the instructions. Internet and telephone voting facilities will close at 11:59 p.m. Eastern Time on April 8, 2026, for the voting of shares held by stockholders of record as of the Record Date. Proxy cards with respect to shares held of record must be received no later than April 8, 2026.

If you hold your shares in *street name*, you may vote:

- ***By internet*.*** Via the Internet at *www.proxyvote.com*. To vote online, you will need your unique control number;
- ***By telephone*.*** If you are located within the United States and Canada, call 1-800-454-8683 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available; or
- ***In person.*** To do so, you must request a legal proxy from your broker, bank, or other nominee and present it at the Special Meeting.

**Not all street name holders may be able to vote at the web address and phone number provided above.*

If your shares are held in street name, please check the voting instruction form provided to you by your broker, bank, or other nominee for internet or telephone voting availability. If internet and/or telephone voting is available to a street name holder, such facilities will typically close at 11:59 p.m. Eastern Time on April 8, 2026; however, it may be earlier. To vote online or via telephone, you will need your unique control number. You can find the control number on your voting instruction form. Be sure to have your voting instruction form in hand and follow the instructions.

What if I return a proxy card or otherwise submit a proxy but do not make specific choices?

All shares held by recordholders entitled to vote, represented by a properly executed and unrevoked proxy received in time for the Special Meeting, will be voted in accordance with the instructions given. If you are a stockholder of record and sign, date and return a proxy card but do not indicate how you wish to vote your shares, the appointed proxy named on the proxy card will vote your shares as recommended by the Board.

What are "broker non-votes"?

Banks, brokers, and other agents acting as nominees are permitted to use discretionary voting authority to vote for proposals that are deemed "routine" by the New York Stock Exchange, which means that they can submit a proxy or cast a ballot on behalf of stockholders who do not provide a specific voting instruction. Brokers, banks, or other nominees are not permitted to use discretionary voting authority to vote for proposals that are deemed "non-routine" by the New York Stock Exchange. Under the rules and interpretations of the New York Stock Exchange, "non-routine" matters are matters that may substantially affect the rights or privileges of stockholders, such as mergers, stockholder proposals, elections of directors (even if not contested), executive compensation, and certain corporate governance proposals, even if management supported. We believe that neither of the proposals at the Special Meeting will be treated by the New York Stock Exchange as a routine matter and both will be treated by the New York Stock Exchange as non-routine matters. The determination of which proposals are deemed "routine" versus "non-routine" may not be made by the New York Stock Exchange until after the date on which this proxy statement has been distributed. As such, it is important that you provide voting instructions to your broker, bank, or other nominee as to how to vote your shares, if you wish to ensure that your shares are present and voted at the Special Meeting on all matters.

When there is at least one "routine" matter to be considered at a meeting, a "broker non-vote" occurs when a proposal is deemed "non-routine" and a nominee holding shares for a beneficial owner does not have discretionary voting authority with respect to the "non-routine" matter being considered and has not received instructions from the beneficial owner. Since neither proposal will be deemed to be a "routine" matter broker non-votes will not occur at the Special Meeting.

What constitutes a quorum?

A quorum for the transaction of business at the Special Meeting requires representation, in person or by proxy, of the holders of one-third of the Company's voting power of the shares of stock entitled to vote at the meeting. Abstentions will be counted as shares that are present for purposes of determining the presence of a quorum for the transaction of business at the Special Meeting.

What is the voting requirement to approve each of the proposals?

Proposal	Vote Required	Voting Options	Impact of "Abstain" Vote	Impact of Broker Non-Votes
Proposal No. 1: Warrant Exercise Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.
Proposal No. 2: Adjournment Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.

How does the Board recommend that I vote?

The Board recommends that you vote your shares:

- "**FOR**" the Warrant Exercise Proposal (Proposal No. 1); and
- "**FOR**" the Adjournment Proposal (Proposal No. 2).

Who will count the vote?

One or more inspectors of election at the Special Meeting will tabulate and certify the votes.

What does it mean if I receive more than one set of proxy materials?

It means that your shares are held in more than one account at the transfer agent and/or with banks or brokers. Please vote all of your shares. To ensure that all of your shares are voted, please submit your proxy for each set of proxy materials via the internet, telephone or by signing, dating, and returning the enclosed proxy card and/or voting instruction card in the enclosed envelope.

May I change my vote or revoke my proxy?

Yes. Whether you have voted by internet, telephone or mail, if you are a stockholder of record, you may change your vote and revoke your proxy by:

- sending a written statement to that effect to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, provided such statement is received no later than 11:59 p.m. Eastern Time on April 8, 2026;
- voting again by internet or telephone at a later time before the closing of those voting facilities at 11:59 p.m. Eastern Time on April 8, 2026;
- submitting a properly signed proxy card to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, with a later date that is received no later than 11:59 p.m. Eastern Time on April 8, 2026; or
- attending and voting at the Special Meeting on April 9, 2026.

Your last vote is the one that is counted. Your attendance at the Special Meeting by itself will not revoke your proxy unless you give written notice of revocation to the Company before your proxy is voted or you vote at the Special Meeting.

If you hold shares in street name, please refer to information from your bank, broker, or other intermediary on how to revoke or submit new voting instructions.

Who will pay for the cost of this proxy solicitation?

The Company will pay for the cost of soliciting proxies. Some of the Company's directors, officers, or employees may (for no additional compensation) solicit proxies in person or by telephone, email, or facsimile transmission. Brokers and other nominees will be requested to solicit proxies or authorizations from beneficial owners and will be reimbursed for their reasonable expenses. In addition, we have retained D.F. King & Co., Inc. to aid in the solicitation of proxies for the Special Meeting. We will pay D.F. King & Co., Inc. fees of not more than $8,000 plus expense reimbursement for its services. Please contact (800) 859-8509 with any questions you may have regarding our proposals. In addition to the use of the mail, proxies may be solicited by personal interview, telephone, telegram, facsimile and advertisement in periodicals and postings, in each case by our directors, officers and employees without additional compensation.

PROPOSAL NO. 1
THE WARRANT EXERCISE PROPOSAL

We are seeking stockholder approval for the issuance of up to 16,184,560 shares of our Common Stock upon the exercise of common stock purchase warrants that were issued in connection with our private placement offering (the "***Private Placement***") that closed on October 17, 2025, as contemplated by Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement.

On October 16, 2025, we entered into a warrant inducement agreement (the "***Inducement Agreement***") with certain institutional investors (the "***Holders***") of outstanding warrants to purchase shares of Common Stock issued in a private placement offering that closed on September 27, 2024 (the "***September Warrants***") and a private placement offering that closed on May 8, 2025 (the "***May Warrants***" and, together with the September Warrants, collectively, the "***Existing Warrants***"). Pursuant to the Inducement Agreement, the Holders of the Existing Warrants exercised for cash, at a reduced exercise price of $0.54 per share, September Warrants to purchase an aggregate of up to 1,345,000 shares of Common Stock (the "***September Warrant Shares***") and May Warrants to purchase an aggregate of up to 6,747,280 shares of Common Stock (the "***May Warrant Shares***" and, together with the September Warrant Shares, the "***Existing Warrant Shares***") and, in consideration of the Holders' immediate exercise of the Existing Warrants in accordance with the Inducement Agreement, we issued unregistered Common Stock Purchase Warrants (the "***New Warrants***") to purchase an aggregate of up to 16,184,560 shares of Common Stock (200% of the number of Existing Warrant Shares issued upon exercise of the Existing Warrants) (the "***New Warrant Shares***"), at an exercise price of $0.54, to the Holders of the Existing Warrants. The transactions contemplated by the Inducement Agreement (the "***Warrant Inducement***") were consummated on October 17, 2025 (the "***Closing Date***").

The New Warrants are exercisable commencing on the effective date of stockholder approval (the "***Stockholder Approval***") for the full exercise of the Warrant and issuance of all of the shares of Common Stock issuable upon exercise of the New Warrants (the "***Stockholder Approval Date***") and expire on the fifth anniversary of the Stockholder Approval Date. If at any time there is no effective registration statement under the Securities Act of 1933, as amended, for the resale of the New Warrant Shares, any holder may, in its sole discretion, elect to exercise New Warrants through a cashless exercise, in which case such holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the New Warrant. We also agreed to use our reasonable best efforts to obtain all components of the Stockholder Approval. If we do not obtain all components of the Stockholder Approval at the first meeting of our stockholders called within sixty (60) days following the Closing Date, we are obligated to call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding. A special meeting had been scheduled for December 15, 2025 for the purpose of seeking Stockholder Approval. On December 15, 2025, we called to order such special meeting. At that time, there were not present or represented by proxy a sufficient number of shares of Common Stock to constitute a quorum. As a result, we were not able to convene such special meeting and obtain Stockholder Approval at such time. A second special meeting had been scheduled for February 11, 2026 for the purpose of seeking Stockholder Approval. On February 11, 2026, we called to order such special meeting. At that time, there were not present or represented by proxy a sufficient number of shares of Common Stock to constitute a quorum. As a result, we were not able to convene such special meeting and obtain Stockholder Approval at such time.

The exercise price of the New Warrants, and the number of New Warrant Shares, are subject to adjustment in the event of any stock dividend or split, reverse stock split, recapitalization, reorganization, or similar transaction, as described in the New Warrants. In addition, the New Warrants provide that we may also, at any time during the term of the New Warrants, subject to the prior written consent of the applicable holder, voluntarily reduce the then current exercise price to any amount and for any period of time, subject to the rules and regulations of NYSE American. Accordingly, approval of this proposal is also approval of the issuance of the New Warrant Shares at a lower exercise price than the initial exercise price.

A holder will not have the right to exercise any portion of the New Warrants if the holder (together with its affiliates) would beneficially own in excess of 4.99% (or, upon election of the holder, 9.99%) of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the New Warrants. However, any holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election.

In the event of a Fundamental Transaction (as such term is defined in the New Warrant), then the successor entity will succeed to, and be substituted for us, and may exercise every right and power that we may exercise and will assume all of our obligations under the New Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of Common Stock are given a choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the holder shall be given the same choice as to the consideration it receives upon any exercise of the New Warrants following such Fundamental Transaction. In addition, the successor entity, at the request of holders of New Warrants, will be obligated to purchase any unexercised portion of the New Warrants in accordance with the terms thereof. Notwithstanding the foregoing, in the event of a Fundamental Transaction, the holders of the New Warrants have the right to require us or a successor entity to redeem the New Warrants for cash in the amount of the Black Scholes Value (as defined in the New Warrant) of the unexercised portion of the New Warrants concurrently with or within 30 days following the consummation of a Fundamental Transaction. However, in the event of a Fundamental Transaction which is not in our control, including a Fundamental Transaction not approved by our Board, the holders of the New Warrants will only be entitled to receive from us or our successor entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black-Scholes Value of the unexercised portion of the New Warrant that is being offered and paid to the holders of Common Stock in connection with the Fundamental Transaction, whether that consideration is in the form of cash, stock or any combination of cash, and stock, or whether the holders of our Common Stock are given the choice to receive alternative forms of consideration in connection with the Fundamental Transaction.

Potential Adverse Effects of the Approval of Proposal No. 1

If this Proposal No. 1 is approved, existing stockholders will suffer dilution in their ownership interests in the future upon the issuance of the New Warrant Shares upon exercise of the New Warrants. Assuming the full exercise of the New Warrants, an aggregate of 16,184,560 additional shares of Common Stock will be outstanding, and the ownership interest of our existing stockholders would be correspondingly reduced. In addition, the sale into the public market of these shares also could materially and adversely affect the market price of our Common Stock.

Required Vote

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Warrant Exercise Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes are not expected for this proposal.

**THE BOARD UNANIMOUSLY RECOMMENDS THAT
YOU VOTE "FOR" THE WARRANT EXERCISE PROPOSAL**

PROPOSAL NO. 2
THE ADJOURNMENT PROPOSAL

Background of and Rationale for the Adjournment Proposal

The Board of Directors believes that if at the Special Meeting, the number of votes represented by shares of our Common Stock, present or represented and voting in favor of the Warrant Exercise Proposal, is insufficient to approve the Warrant Exercise Proposal, it is in the best interests of the stockholders to enable the Board to continue to seek to obtain a sufficient number of additional votes to approve the Warrant Exercise Proposal.

In the Adjournment Proposal, we are asking stockholders to authorize the holder of any proxy solicited by the Board to vote in favor of adjourning or postponing the Special Meeting or any adjournment or postponement thereof. If our stockholders approve this proposal, we could adjourn or postpone the Special Meeting, and any adjourned session of the Special Meeting, to use the additional time to solicit additional proxies in favor of the Warrant Exercise Proposal.

Additionally, approval of the Adjournment Proposal could mean that, in the event we receive proxies indicating that holders of a majority of the number of shares present in person or represented by proxy at the Special Meeting will vote against the Warrant Exercise Proposal, we could adjourn or postpone the Special Meeting without a vote on the Warrant Exercise Proposal and use the additional time to solicit the holders of those shares to change their vote in favor of the Warrant Exercise Proposal.

Vote Required

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Adjournment Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as a vote AGAINST this proposal. Broker non-votes are not expected for this proposal.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" THE ADJOURNMENT PROPOSAL

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice & Proxy Statement is available at www.proxyvote.com.

V87646-Z92411

THERIVA BIOLOGICS, INC.
SPECIAL MEETING OF STOCKHOLDERS
APRIL 9, 2026, AT 3:30 P.M. (LOCAL TIME)
THIS PROXY IS SOLICITED ON BEHALF OF THE BOARD OF DIRECTORS

The undersigned stockholder hereby appoints Steven A. Shallcross as proxy, with the power to appoint his substitute, and hereby authorizes him to represent and to vote, as designated on the reverse side of this ballot, all of the shares of common stock of THERIVA BIOLOGICS, INC. that the undersigned is entitled to vote at the Special Meeting of Stockholders to be held at 3:30 p.m. (local time) on April 9, 2026, at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain, or any adjournment or postponement thereof.

This proxy, when properly executed, will be voted in the manner directed herein. If no such direction is made, this proxy will be voted in accordance with the Board of Directors' recommendations.

Continued and to be signed on reverse side

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): April 9, 2026

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

Item 8.01. Other Events.

On April 9, 2026, Theriva Biologics, Inc. (the “Company”) called to order its Special Meeting of Stockholders (the “Special Meeting”). At that time, there were not present or represented by proxy a sufficient number of shares of the Company’s common stock to constitute a quorum. As a result, the Company was not able to convene the Special Meeting. The Company has determined to call a new meeting of stockholders to seek approval of the warrant exercise proposal and adjournment proposal set forth in the definitive proxy statement filed with the Securities Exchange Commission (the “SEC”) by the Company on March 16, 2026. The Company intends to file with the SEC and mail proxy materials to its stockholders that will include information regarding the date and time of the new meeting, as required.

Under that certain warrant inducement agreement (the “Inducement Agreement”), dated October 16, 2025, by and between the Company and certain institutional investors, the Company agreed to use its reasonable best efforts to call a stockholder meeting within 60 days following the closing of the transactions contemplated by the Inducement Agreement for the purpose of seeking approval of the issuance of up to an aggregate of 16,184,560 shares of the Company’s common stock upon the exercise of certain common stock purchase warrants (“New Warrants”) issued pursuant to the Inducement Agreement (“Stockholder Approval”). The purpose of the Special Meeting was to seek such Stockholder Approval. Because the Company was not able to convene the Special Meeting, unless waived by the investors, the Company will be required under the Inducement Agreement to continue to call an additional meeting of stockholders every 60 days thereafter to seek Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

SIGNATURES

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

Dated: April 9, 2026	THERIVA BIOLOGICS, INC.
	By: /s/ Steven A. Shallcross
	Name: Steven A. Shallcross
	Title: Chief Executive Officer and Chief Financial Officer

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. __________________________** **EXHIBIT I** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT I

Theriva April 30, 2026 definitive proxy and June 5, 2026 Form 8-K showing the June 5 Spain session and reported lack of quorum.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit I SEC EDGAR Source Index

April 30, 2026 proxy and June 5, 2026 Form 8-K.

Date	Document	Direct SEC source
Apr. 30, 2026	DEF 14A	https://www.sec.gov/Archives/edgar/data/894158/000110465926052960/tm2612940d1_def14a.htm
June 5, 2026	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465926070966/tm2616886d1_8k.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Proxy excerpts include the Spain location, meeting notice and quorum passages. The Form 8-K is reproduced in full.

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

SCHEDULE 14A
(Rule 14a-101)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the Securities Exchange Act of 1934
(Amendment No.)

Filed by the Registrant x

Filed by a Party other than the Registrant ¨

Check the appropriate box:

¨ Preliminary Proxy Statement

¨ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

x Definitive Proxy Statement

¨ Definitive Additional Materials

¨ Soliciting Material Pursuant to §240.14a-12

Theriva Biologics, Inc.

(Exact Name of Registrant as Specified in its Charter)

(Name of Person(s) Filing Proxy Statement, if other than the Registrant)

Payment of Filing Fee (Check the appropriate box):

x No fee required.

¨ Fee paid previously with preliminary materials.

¨ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.

NOTICE OF SPECIAL MEETING OF STOCKHOLDERS
TO BE HELD ON JUNE 5, 2026

Notice is hereby given that Theriva Biologics, Inc. ("***we***," "***us***," or the "***Company***") will host a Special Meeting of Stockholders on June 5, 2026, at 3:30 p.m. (local time) (the "***Special Meeting***"). The Special Meeting will be held in person at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. The Special Meeting is being held for the following purposes:

(1) To approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***"); and

(2) To approve a proposal to adjourn the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***").

Stockholders of record at the close of business on April 23, 2026, are entitled to notice of and to vote at the Special Meeting and any postponements or adjournments thereof. A list of stockholders of record at the close of business on April 23, 2026, will be available for inspection by any stockholder for a period of ten days prior to the Special Meeting at our principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850.

Your vote is very important. Whether or not you plan to attend the Special Meeting, we encourage you to read the accompanying Proxy Statement and to submit your proxy or voting instructions as soon as possible. In order to ensure the representation of a quorum at the Special Meeting, stockholders who do not expect to attend the Special Meeting are urged to vote as soon as possible. For information on how to vote your shares, please refer to the section of the Proxy Statement entitled "Questions and Answers About the Proxy Materials and the Special Meeting" and to the instructions provided in your proxy card or by your broker, bank, or other nominee.

By Order of the Board of Directors:

/s/ Steven A. Shallcross

Steven A. Shallcross
Chief Executive Officer,
Chief Financial Officer and Director

Dated: April 30, 2026

Important Notice Regarding the Availability of Proxy Materials for the Stockholder Meeting to Be Held on June 5, 2026

The proxy statement is available at *www.proxyvote.com*.

Theriva Biologics, Inc.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

PROXY STATEMENT
FOR THE SPECIAL MEETING OF STOCKHOLDERS TO BE HELD ON JUNE 5, 2026

GENERAL INFORMATION

The Board of Directors (the "***Board***") of Theriva Biologics, Inc., a Nevada corporation (the "***Company***"), is soliciting proxies to be used at a Special Meeting of Stockholders to be held on June 5, 2026, at 3:30 p.m. (local time) (the "***Special Meeting***") at the Company's principal place of business for research and clinical development, located Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain. This proxy statement (this "***Proxy Statement***") and the accompanying proxy card are posted on the internet at *www.proxyvote.com*, and will be distributed and made available to our stockholders on or about April 30, 2026. If you previously requested electronic delivery of the proxy materials, you will be sent the proxy statement and the accompanying proxy card on or about April 30, 2026.

Voting Matters and the Board's Recommendation

Agenda Item	Board Vote Recommendation	Page Reference
Approval of the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in connection with our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***")	**FOR**	6
Approval of the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal	**FOR**	9

Even if you plan to attend the Special Meeting, please vote in advance so that your vote will be counted if you later decide not to attend the Special Meeting.

QUESTIONS AND ANSWERS ABOUT
THE PROXY MATERIALS AND THE SPECIAL MEETING

Who is soliciting my vote?

The Board of Directors of Theriva Biologics, Inc. is soliciting your proxy to be used at the Special Meeting.

When and where will the Special Meeting be held?

The Special Meeting will be held on June 5, 2026, at 3:30 p.m. (local time), at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain.

What do I need to do if I would like to attend the Special Meeting?

If you wish to attend the Special Meeting in person, you must present a valid form of photo identification, such as a driver's license. If you are a beneficial owner of common stock that is held of record by a bank, broker, or other nominee, you will also need proof of ownership to be admitted. In this regard, a recent brokerage statement or a letter from your bank or broker are examples of proof of ownership. The Company reserves the right to prohibit cameras, recording equipment, or electronic devices in the Special Meeting.

What am I voting on at the Special Meeting?

The purpose of the Special Meeting is to vote on the following items described in this Proxy Statement:

Proposal No. 1: To consider and approve the issuance of up to an aggregate of 16,184,560 shares of our common stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (the "***Warrant Exercise Proposal***").

Proposal No. 2: To consider and approve the adjournment of the Special Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Warrant Exercise Proposal (the "***Adjournment Proposal***").

Who is entitled to vote?

Stockholders as of the close of business on the record date of April 23, 2026 (the "***Record Date***"), are entitled to vote at the Special Meeting or any postponement or adjournment thereof. As of the Record Date, there were 45,892,668 shares of the Company's common stock, par value $0.001 per share (the "***Common Stock***"), outstanding.

How many votes per share of Common Stock held are stockholders entitled to?

Stockholders have one vote per share on all matters presented at the Special Meeting.

What is the difference between holding shares of Common Stock as a "stockholder of record" and holding shares in "street name"?

Shares held as a "stockholder of record" (also called a "registered holder") are shares held directly in your name. Shares held in "street name" are shares held for you in an account with a broker, bank, or other nominee.

How do I vote my shares?

If you are a *registered holder*, you may vote:

- ***By internet.*** Via the Internet at *www.proxyvote.com*;
- ***By telephone***. If you are located within the United States and Canada, call 1-800-690-6903 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed proxy card in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717; or
- ***In person.*** You may vote in person at the Special Meeting.

To vote online or via telephone, you will need your unique control number. You can find the control number on your proxy card. Be sure to have your proxy card in hand and follow the instructions. Internet and telephone voting facilities will close at 11:59 p.m. Eastern Time on June 4, 2026, for the voting of shares held by stockholders of record as of the Record Date. Proxy cards with respect to shares held of record must be received no later than June 4, 2026.

If you hold your shares in *street name*, you may vote:

- ***By internet*.*** Via the Internet at *www.proxyvote.com*. To vote online, you will need your unique control number;
- ***By telephone*.*** If you are located within the United States and Canada, call 1-800-454-8683 (toll-free) from a touch-tone telephone;
- ***By mail.*** By returning a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available; or
- ***In person.*** To do so, you must request a legal proxy from your broker, bank, or other nominee and present it at the Special Meeting.

**Not all street name holders may be able to vote at the web address and phone number provided above.*

If your shares are held in street name, please check the voting instruction form provided to you by your broker, bank, or other nominee for internet or telephone voting availability. If internet and/or telephone voting is available to a street name holder, such facilities will typically close at 11:59 p.m. Eastern Time on June 4, 2026; however, it may be earlier. To vote online or via telephone, you will need your unique control number. You can find the control number on your voting instruction form. Be sure to have your voting instruction form in hand and follow the instructions.

What if I return a proxy card or otherwise submit a proxy but do not make specific choices?

All shares held by recordholders entitled to vote, represented by a properly executed and unrevoked proxy received in time for the Special Meeting, will be voted in accordance with the instructions given. If you are a stockholder of record and sign, date and return a proxy card but do not indicate how you wish to vote your shares, the appointed proxy named on the proxy card will vote your shares as recommended by the Board.

What are "broker non-votes"?

Banks, brokers, and other agents acting as nominees are permitted to use discretionary voting authority to vote for proposals that are deemed "routine" by the New York Stock Exchange, which means that they can submit a proxy or cast a ballot on behalf of stockholders who do not provide a specific voting instruction. Brokers, banks, or other nominees are not permitted to use discretionary voting authority to vote for proposals that are deemed "non-routine" by the New York Stock Exchange. Under the rules and interpretations of the New York Stock Exchange, "non-routine" matters are matters that may substantially affect the rights or privileges of stockholders, such as mergers, stockholder proposals, elections of directors (even if not contested), executive compensation, and certain corporate governance proposals, even if management supported. We believe that neither of the proposals at the Special Meeting will be treated by the New York Stock Exchange as a routine matter and both will be treated by the New York Stock Exchange as non-routine matters. The determination of which proposals are deemed "routine" versus "non-routine" may not be made by the New York Stock Exchange until after the date on which this proxy statement has been distributed. As such, it is important that you provide voting instructions to your broker, bank, or other nominee as to how to vote your shares, if you wish to ensure that your shares are present and voted at the Special Meeting on all matters.

When there is at least one "routine" matter to be considered at a meeting, a "broker non-vote" occurs when a proposal is deemed "non-routine" and a nominee holding shares for a beneficial owner does not have discretionary voting authority with respect to the "non-routine" matter being considered and has not received instructions from the beneficial owner. Since neither proposal is expected to be deemed to be a "routine" matter, we do not expect that any broker non-votes will occur at the Special Meeting.

What constitutes a quorum?

A quorum for the transaction of business at the Special Meeting requires representation, in person or by proxy, of the holders of one-third of the Company's voting power of the shares of stock entitled to vote at the meeting. Abstentions will be counted as shares that are present for purposes of determining the presence of a quorum for the transaction of business at the Special Meeting.

What is the voting requirement to approve each of the proposals?

Proposal	Vote Required	Voting Options	Impact of "Abstain" Vote	Impact of Broker Non-Votes
Proposal No. 1: Warrant Exercise Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.
Proposal No. 2: Adjournment Proposal	The affirmative vote of a majority of the shares present in person or by proxy and entitled to vote on the matter is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable-There are not expected to be any.

How does the Board recommend that I vote?

The Board recommends that you vote your shares:

- "**FOR**" the Warrant Exercise Proposal (Proposal No. 1); and
- "**FOR**" the Adjournment Proposal (Proposal No. 2).

Who will count the vote?

One or more inspectors of election at the Special Meeting will tabulate and certify the votes.

What does it mean if I receive more than one set of proxy materials?

It means that your shares are held in more than one account at the transfer agent and/or with banks or brokers. Please vote all of your shares. To ensure that all of your shares are voted, please submit your proxy for each set of proxy materials via the internet, telephone or by signing, dating, and returning the enclosed proxy card and/or voting instruction card in the enclosed envelope.

May I change my vote or revoke my proxy?

Yes. Whether you have voted by internet, telephone or mail, if you are a stockholder of record, you may change your vote and revoke your proxy by:

- sending a written statement to that effect to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, provided such statement is received no later than 11:59 p.m. Eastern Time on June 4, 2026;
- voting again by internet or telephone at a later time before the closing of those voting facilities at 11:59 p.m. Eastern Time on June 4, 2026;
- submitting a properly signed proxy card to the attention of the Company's Secretary at the Company's principal office at 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850, with a later date that is received no later than 11:59 p.m. Eastern Time on June 4, 2026; or
- attending and voting at the Special Meeting on June 5, 2026.

Your last vote is the one that is counted. Your attendance at the Special Meeting by itself will not revoke your proxy unless you give written notice of revocation to the Company before your proxy is voted or you vote at the Special Meeting.

If you hold shares in street name, please refer to information from your bank, broker, or other intermediary on how to revoke or submit new voting instructions.

Who will pay for the cost of this proxy solicitation?

The Company will pay for the cost of soliciting proxies. Some of the Company's directors, officers, or employees may (for no additional compensation) solicit proxies in person or by telephone, email, or facsimile transmission. Brokers and other nominees will be requested to solicit proxies or authorizations from beneficial owners and will be reimbursed for their reasonable expenses. In addition, we have retained D.F. King & Co., Inc. to aid in the solicitation of proxies for the Special Meeting. We will pay D.F. King & Co., Inc. fees of not more than $8,000 plus expense reimbursement for its services. Please contact (800) 859-8509 with any questions you may have regarding our proposals. In addition to the use of the mail, proxies may be solicited by personal interview, telephone, telegram, facsimile and advertisement in periodicals and postings, in each case by our directors, officers and employees without additional compensation.

PROPOSAL NO. 1
THE WARRANT EXERCISE PROPOSAL

We are seeking stockholder approval for the issuance of up to 16,184,560 shares of our Common Stock upon the exercise of common stock purchase warrants that were issued in connection with our private placement offering (the "***Private Placement***") that closed on October 17, 2025, as contemplated by Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement.

On October 16, 2025, we entered into a warrant inducement agreement (the "***Inducement Agreement***") with certain institutional investors (the "***Holders***") of outstanding warrants to purchase shares of Common Stock issued in a private placement offering that closed on September 27, 2024 (the "***September Warrants***") and a private placement offering that closed on May 8, 2025 (the "***May Warrants***" and, together with the September Warrants, collectively, the "***Existing Warrants***"). Pursuant to the Inducement Agreement, the Holders of the Existing Warrants exercised for cash, at a reduced exercise price of $0.54 per share, September Warrants to purchase an aggregate of up to 1,345,000 shares of Common Stock (the "***September Warrant Shares***") and May Warrants to purchase an aggregate of up to 6,747,280 shares of Common Stock (the "***May Warrant Shares***" and, together with the September Warrant Shares, the "***Existing Warrant Shares***") and, in consideration of the Holders' immediate exercise of the Existing Warrants in accordance with the Inducement Agreement, we issued unregistered Common Stock Purchase Warrants (the "***New Warrants***") to purchase an aggregate of up to 16,184,560 shares of Common Stock (200% of the number of Existing Warrant Shares issued upon exercise of the Existing Warrants) (the "***New Warrant Shares***"), at an exercise price of $0.54, to the Holders of the Existing Warrants. The transactions contemplated by the Inducement Agreement (the "***Warrant Inducement***") were consummated on October 17, 2025 (the "***Closing Date***").

The New Warrants are exercisable commencing on the effective date of stockholder approval (the "***Stockholder Approval***") for the full exercise of the Warrant and issuance of all of the shares of Common Stock issuable upon exercise of the New Warrants (the "***Stockholder Approval Date***") and expire on the fifth anniversary of the Stockholder Approval Date. If at any time there is no effective registration statement under the Securities Act of 1933, as amended, for the resale of the New Warrant Shares, any holder may, in its sole discretion, elect to exercise New Warrants through a cashless exercise, in which case such holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the New Warrant. We also agreed to use our reasonable best efforts to obtain all components of the Stockholder Approval. Pursuant to the Inducement Agreement, if we do not obtain all components of the Stockholder Approval at the first meeting of our stockholders called within sixty (60) days following the Closing Date, we are obligated to call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding. A special meeting of our stockholders had been scheduled for each of December 15, 2025, February 11, 2026 and April 9, 2026 for the purpose of seeking Stockholder Approval. On each of December 15, 2025, February 11, 2026 and April 9, 2026, we called to order such special meetings. However, in each case, at that time, there were not present or represented by proxy a sufficient number of shares of Common Stock to constitute a quorum. As a result, we were not able to convene any of such special meetings and obtain Stockholder Approval at such times. We are now scheduling this fourth special meeting of stockholders for the purpose of seeking Stockholder Approval, in accordance with our obligations under the Warrant Inducment Agreement.

The exercise price of the New Warrants, and the number of New Warrant Shares, are subject to adjustment in the event of any stock dividend or split, reverse stock split, recapitalization, reorganization, or similar transaction, as described in the New Warrants. In addition, the New Warrants provide that we may also, at any time during the term of the New Warrants, subject to the prior written consent of the applicable holder, voluntarily reduce the then current exercise price to any amount and for any period of time, subject to the rules and regulations of NYSE American. Accordingly, approval of this proposal is also approval of the issuance of the New Warrant Shares at a lower exercise price than the initial exercise price.

A holder will not have the right to exercise any portion of the New Warrants if the holder (together with its affiliates) would beneficially own in excess of 4.99% (or, upon election of the holder, 9.99%) of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the New Warrants. However, any holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election.

In the event of a Fundamental Transaction (as such term is defined in the New Warrant), then the successor entity will succeed to, and be substituted for us, and may exercise every right and power that we may exercise and will assume all of our obligations under the New Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of Common Stock are given a choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the holder shall be given the same choice as to the consideration it receives upon any exercise of the New Warrants following such Fundamental Transaction. In addition, the successor entity, at the request of holders of New Warrants, will be obligated to purchase any unexercised portion of the New Warrants in accordance with the terms thereof. Notwithstanding the foregoing, in the event of a Fundamental Transaction, the holders of the New Warrants have the right to require us or a successor entity to redeem the New Warrants for cash in the amount of the Black Scholes Value (as defined in the New Warrant) of the unexercised portion of the New Warrants concurrently with or within 30 days following the consummation of a Fundamental Transaction. However, in the event of a Fundamental Transaction which is not in our control, including a Fundamental Transaction not approved by our Board, the holders of the New Warrants will only be entitled to receive from us or our successor entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black-Scholes Value of the unexercised portion of the New Warrant that is being offered and paid to the holders of Common Stock in connection with the Fundamental Transaction, whether that consideration is in the form of cash, stock or any combination of cash, and stock, or whether the holders of our Common Stock are given the choice to receive alternative forms of consideration in connection with the Fundamental Transaction.

Potential Adverse Effects of the Approval of Proposal No. 1

If this Proposal No. 1 is approved, existing stockholders will suffer dilution in their ownership interests in the future upon the issuance of the New Warrant Shares upon exercise of the New Warrants. Assuming the full exercise of the New Warrants, an aggregate of 16,184,560 additional shares of Common Stock will be outstanding, and the ownership interest of our existing stockholders would be correspondingly reduced. In addition, the sale into the public market of these shares also could materially and adversely affect the market price of our Common Stock.

Required Vote

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Warrant Exercise Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes are not expected for this proposal.

THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE WARRANT EXERCISE PROPOSAL

PROPOSAL NO. 2
THE ADJOURNMENT PROPOSAL

Background of and Rationale for the Adjournment Proposal

The Board of Directors believes that if at the Special Meeting, the number of votes represented by shares of our Common Stock, present or represented and voting in favor of the Warrant Exercise Proposal, is insufficient to approve the Warrant Exercise Proposal, it is in the best interests of the stockholders to enable the Board to continue to seek to obtain a sufficient number of additional votes to approve the Warrant Exercise Proposal.

In the Adjournment Proposal, we are asking stockholders to authorize the holder of any proxy solicited by the Board to vote in favor of adjourning or postponing the Special Meeting or any adjournment or postponement thereof. If our stockholders approve this proposal, we could adjourn or postpone the Special Meeting, and any adjourned session of the Special Meeting, to use the additional time to solicit additional proxies in favor of the Warrant Exercise Proposal.

Additionally, approval of the Adjournment Proposal could mean that, in the event we receive proxies indicating that holders of a majority of the number of shares present in person or represented by proxy at the Special Meeting will vote against the Warrant Exercise Proposal, we could adjourn or postpone the Special Meeting without a vote on the Warrant Exercise Proposal and use the additional time to solicit the holders of those shares to change their vote in favor of the Warrant Exercise Proposal.

Vote Required

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Adjournment Proposal at the Special Meeting is required for approval of this proposal. Abstentions will have the same effect as a vote AGAINST this proposal. Broker non-votes are not expected for this proposal.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE “FOR” THE ADJOURNMENT PROPOSAL

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): June 5, 2026

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	**Trading Symbol(s)**	**Name of each exchange on which registered**
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

Item 8.01. Other Events.

On June 5, 2026, Theriva Biologics, Inc. (the "Company") called to order its Special Meeting of Stockholders (the "Special Meeting"). At that time, there were not present or represented by proxy a sufficient number of shares of the Company's common stock to constitute a quorum. As a result, the Company was not able to convene the Special Meeting. The Company intends to call a new meeting of stockholders to seek approval of the warrant exercise proposal and adjournment proposal set forth in the definitive proxy statement filed with the Securities Exchange Commission (the "SEC") by the Company on April 30, 2026. The Company intends to file with the SEC and mail proxy materials to its stockholders that will include information regarding the date and time of the new meeting, as required.

Under that certain warrant inducement agreement (the "Inducement Agreement"), dated October 16, 2025, by and between the Company and certain institutional investors, the Company agreed to use its reasonable best efforts to call a stockholder meeting within 60 days following the closing of the transactions contemplated by the Inducement Agreement for the purpose of seeking approval of the issuance of up to an aggregate of 16,184,560 shares of the Company's common stock upon the exercise of certain common stock purchase warrants ("Warrants") issued pursuant to the Inducement Agreement ("Stockholder Approval"). The purpose of the Special Meeting was to seek such Stockholder Approval. Because the Company was not able to convene the Special Meeting, unless waived by the investors, the Company will be required under the Inducement Agreement to continue to call an additional meeting of stockholders every 60 days thereafter to seek Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the Warrants are no longer outstanding.

SIGNATURES

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

Dated: June 5, 2026	**THERIVA BIOLOGICS, INC.**
	By: /s/ Steven A. Shallcross
	Name: Steven A. Shallcross
	Title: Chief Executive Officer and Chief Financial Officer

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT J** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT J

Theriva definitive proxy filed June 29, 2026, especially pages 3 and 5 concerning Proposal 5 broker discretion, and the Spain meeting location.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit J SEC EDGAR Source Index

Definitive proxy statement for the August 3, 2026 annual meeting.

Date	Document	Direct SEC source
June 29, 2026	DEF 14A	https://www.sec.gov/Archives/edgar/data/894158/000110465926078859/tm2618124d1_def14a.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Selected pages include the meeting notice, pages discussing routine and non-routine matters and broker discretion, the Proposal 5 discussion, outstanding shares, and the Spain location. The complete filing remains available at the direct SEC link.

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

SCHEDULE 14A

Proxy Statement Pursuant to Section 14(a) of
the Securities Exchange Act of 1934

Filed by the Registrant ☒

Filed by a Party other than the Registrant ☐

Check the appropriate box:

☐ Preliminary Proxy Statement

☐ **Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))**

☒ Definitive Proxy Statement

☐ Definitive Additional Materials

☐ Soliciting Material Pursuant to Section 240.14a-12

THERIVA BIOLOGICS, INC.

(Name of Registrant as Specified in Its Charter)

(Name of Person(s) Filing Proxy Statement, if Other Than the Registrant)

Payment of Filing Fee (check the appropriate box):

☒ No fee required.

☐ Fee paid previously with preliminary materials.

☐ Fee computed on table in exhibit required by Item 25(b) per Exchange Act Rules 14a6(i)(1) and 0-11.

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(301) 417-4364

NOTICE OF ANNUAL MEETING OF STOCKHOLDERS

To the Stockholders of Theriva Biologics, Inc.:

We hereby notify you that the 2026 Annual Meeting of Stockholders (the “Annual Meeting”) of Theriva Biologics, Inc., a Nevada corporation (the “Company”), will be held on August 3, 2026 at 3:30 p.m. (local time), at the Company’s principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain, for the following purposes:

(1) to elect the four (4) nominees for director named in the accompanying proxy statement to the Company’s Board of Directors (the “Board”) until such director’s successor is duly elected and qualified (the “Election of Directors”);

(2) to ratify the appointment of BDO USA, P.C. as the Company’s independent registered public accounting firm for the year ending December 31, 2026 (the “Auditor Ratification Proposal”);

(3) to approve an amendment to the Company’s 2020 Stock Incentive Plan (the “Plan”) to increase the number of shares of the Company’s common stock, par value $0.001 per share (“Common Stock”) that it will have authority to grant under the plan to 6,500,000 shares of Common Stock (the “Plan Increase Proposal”);

(4) to approve an amendment to the Company’s Articles of Incorporation, as amended (the “Articles of Incorporation”), to, at the discretion of the Board, effect an increase the number of authorized shares of Common Stock to 450,000,000 shares (the “Authorized Common Stock Increase Proposal”), such amendment to be effected after stockholder approval thereof only in the event the Board still deems it advisable;

(5) to approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of Common Stock upon the exercise of the Company’s common stock purchase warrants issued to institutional investors in the Company’s private placement offering, which closed on October 17, 2025 (the “Warrant Exercise Proposal”);

(6) to approve a proposal to adjourn the Annual Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the Plan Increase Proposal, the Authorized Common Stock Increase Proposal and/or the Warrant Exercise Proposal (the “Adjournment Proposal”); and

(7) to transact such other business as may properly come before the Annual Meeting or any adjournments or postponements of the Annual Meeting.

The matters listed in this notice of meeting are described in detail in the accompanying Proxy Statement. The Board has fixed the close of business on June 23, 2026 as the record date for determining those stockholders who are entitled to notice of and to vote at the meeting or any adjournment or postponement of the Annual Meeting. The list of the stockholders of record as of the close of business on June 23, 2026 will be made available for inspection at the meeting and during the ten days preceding the meeting at the Company’s offices for research and clinical development located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain.

TABLE OF CONTENTS

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

PROXY STATEMENT

For the 2026 Annual Meeting of Stockholders to be held on August 3, 2026

GENERAL INFORMATION

This Proxy Statement is being furnished to holders of shares of common stock, $0.001 par value per share (the "Common Stock") of Theriva Biologics, Inc., a Nevada corporation ("we," us," "our," "Theriva" or the "Company"), in connection with the solicitation of proxies on behalf of our Board of Directors (the "Board of Directors") for use at our 2026 Annual Meeting of Stockholders to be held on August 3, 2026 at 3:30 p.m. (local time), at the Company's principal place of business for research and clinical development, located at Carrer Torrent de Can Ninou, naus 5-6, 08150 - Parets del Vallès (Barcelona) Spain, and at any adjournment or postponement of our 2026 Annual Meeting of Stockholders (the "Annual Meeting"). The purpose of the Annual Meeting and the matters to be acted on are stated in the accompanying Notice of Annual Meeting of Stockholders. The Board of Directors knows of no other business that will come before the Annual Meeting.

The Notice of Annual Meeting of Stockholders, this Proxy Statement, and a proxy card, together with our Annual Report on Form 10-K for the year ended December 31, 2025 (the "2025 Annual Report"), are being mailed to our stockholders on or about June 29, 2026. The 2025 Annual Report, which includes our audited financial statements, is not to be regarded as proxy solicitation material. We will bear the cost of our solicitation of proxies. The original solicitation of proxies by mail may be supplemented by personal interview, telephone, or facsimile by our directors, officers, or employees, who will receive no additional compensation for such services. Arrangements will be made with brokerage houses and other custodians, nominees, and fiduciaries for the forwarding of solicitation material to the beneficial owners of stock held by any such persons, and we will reimburse those custodians, nominees, and fiduciaries for the reasonable out-of-pocket expenses incurred by them in doing so.

The Board of Directors is soliciting votes (1) **FOR** each of the four (4) nominees for director named herein for election to our Board of Directors ("Proposal 1"); (2) **FOR** the ratification of the appointment of BDO USA, P.C. as our independent registered public accounting firm for the year ending December 31, 2026 ("Proposal 2"); (3) **FOR** the approval of an amendment to our 2020 Stock Incentive Plan to increase the number of shares of Common Stock that we will have authority to grant under the plan to 6,500,000 shares ("Proposal 3"); (4) **FOR** the increase in authorized shares of Common Stock to 450,000,000 shares of Common Stock ("Proposal 4"); (5) **FOR** the issuance of up to an aggregate of 16,184,560 shares of our Common Stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering ("Proposal 5"); and (6) **FOR** the adjournment of the Annual Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of Proposals 3, 4 or 5 ("Proposal 6").

2026 ANNUAL MEETING ADMISSION

Our Board of Directors has fixed the close of business on June 23, 2026 as the record date (the "Record Date") for determining those stockholders who are entitled to notice of and to vote at the meeting or any adjournment or postponement of the Annual Meeting. All stockholders who own shares of Common Stock as of the Record Date are welcome to attend the Annual Meeting. If you attend, please note that you will be asked to present government-issued identification (such as a driver's license or passport) and evidence of your share ownership of our Common Stock on the Record Date. This can be your proxy card if you are a stockholder of record. If your shares are held beneficially in the name of a bank, broker or other holder of record and you plan to attend the Annual Meeting, you will be required to present proof of your ownership of our Common Stock on the Record Date, such as a bank or brokerage account statement or voting instruction card, to be admitted to the Annual Meeting.

No cameras, recording equipment or electronic devices will be permitted in the Annual Meeting.

INFORMATION ABOUT VOTING

Why am I receiving these materials?

Our Board of Directors is providing these proxy materials to you in connection with our Annual Meeting, which is scheduled to take place on August 3, 2026.

What information is contained in these materials?

The information included in this Proxy Statement relates to the proposals to be voted on at the Annual Meeting, the voting process, the compensation of our directors and executive officers, and other required information.

What items of business will be voted on at the Annual Meeting?

The seven (7) items of business scheduled to be voted on at the Annual Meeting are:

(1) the election of the four (4) nominees for director named in this Proxy Statement to our Board of Directors until such director's successor is duly elected and qualified (Proposal 1 or the "Election of Directors");

(2) the ratification of the appointment of BDO USA, P.C. as our independent registered public accounting firm for the year ending December 31, 2026 (Proposal 2 or the "Auditor Ratification Proposal");

(3) the approval of an amendment to our 2020 Stock Incentive Plan to increase the number of shares of Common Stock that we will have authority to grant under the plan to 6,500,000 shares of Common Stock (Proposal 3 or the "2020 Plan Increase Proposal");

(4) to approve an amendment to the Company's Articles of Incorporation, as amended (the "Articles of Incorporation"), to, at the discretion of the Board of Directors of the Company, effect an increase the number of authorized shares of Common Stock to 450,000,000 shares (Proposal 4 or the "Authorized Common Stock Increase Proposal"), such amendment to be effected after stockholder approval thereof only in the event the Board of Directors still deems it advisable;

(5) to approve, pursuant to Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement, the issuance of up to an aggregate of 16,184,560 shares of Common Stock upon the exercise of our common stock purchase warrants issued to institutional investors in our private placement offering, which closed on October 17, 2025 (Proposal 5 or the "Warrant Exercise Proposal"); and

(6) to approve a proposal to adjourn the Annual Meeting to a later date, if necessary or appropriate, to permit further solicitation and vote of proxies in the event that there are insufficient votes for, or otherwise in connection with, the approval of the 2020 Plan Increase Proposal, Authorized Common Stock Increase Proposal and/or the Warrant Exercise Proposal (Proposal 6 or the "Adjournment Proposal").

How does the Board of Directors recommend that I vote?

The Board of Directors recommends that you vote your shares: (1) FOR each of the four (4) nominees named herein with respect to the Election of Directors; (2) FOR the Auditor Ratification Proposal; (3) FOR the 2020 Plan Increase Proposal; (4) FOR the Authorized Common Stock Increase Proposal; (5) FOR the Warrant Exercise Proposal; and (6) FOR the Adjournment Proposal.

Who is entitled to vote?

Only stockholders who own our Common Stock as of the close of business on the Record date, which is June 23, 2026, will be entitled to vote at the Annual Meeting.

How many shares are outstanding and how many votes is each share entitled?

On the Record Date, 45,892,668 shares of Common Stock were issued and outstanding. Only holders of record of our Common Stock as of the close of business on the Record Date will be entitled to notice of and to vote at the Annual Meeting and at any adjournments or postponements thereof, with each share being entitled to one vote on each matter.

What is the difference between holding shares as a stockholder of record and as a beneficial owner?

Most of our stockholders hold their shares through a broker or other nominee rather than directly in their own name. As summarized below, there are some distinctions between shares held of record and those owned beneficially. If your shares are registered directly in your name with our transfer agent, Equiniti Group plc (formerly Corporate Stock Transfer, Inc.), you are considered, with respect to those shares, the stockholder of record and these proxy materials are being sent directly to you by us. As the stockholder of record, you have the right to grant your voting proxy directly to Mr. Steven Shallcross, our Chief Executive Officer, Chief Financial Officer and a Director, or to vote in person at the meeting. The Board of Directors has enclosed a proxy card for stockholders of record to use to grant a voting proxy.

If your shares are held in a brokerage account or by another nominee, you are considered the beneficial owner of shares held in "street name," and these proxy materials are being forwarded to you by your broker or nominee together with a voting instruction card. As the beneficial owner, you have the right to direct your broker or nominee how to vote. Since you are not the stockholder of record, however, you may not vote these shares in person at the meeting unless you obtain from the broker or nominee that holds your shares a valid proxy giving you the right to vote the shares. Your broker or nominee should have enclosed or provided voting instructions for you to use in directing the broker or nominee how to vote your shares. If you hold your shares through a broker and you do not give instructions to the record holder on how to vote, the record holder will be entitled to vote your shares in its discretion on certain matters considered routine, such as Proposals 2, 4, 5 and 7. Proposals 1, 3 and 6 are not considered to be routine matters. If you hold your shares in street name and you do not instruct your broker how to vote for any of Proposals 1, 3 and 6, no votes will be cast on your behalf for such non-routine matters for which you have not provided voting instructions. These "broker non-votes" will be treated as shares that are present and entitled to vote for purposes of determining the presence of a quorum, but not as shares entitled to vote on these non-routine proposals.

May I attend the Annual Meeting?

You are entitled to attend the Annual Meeting only if you own Common Stock as of the close of business on the Record Date or you hold a valid proxy for the Annual Meeting. You should be prepared to present photo identification for admittance. If you are not a record holder but hold shares beneficially through a broker or nominee (that is, in "street name"), you should provide proof of beneficial ownership on the Record Date, such as your most recent account statement, a copy of the voting instruction card provided by your broker or nominee, or other similar evidence of ownership. If you do not provide photo identification or comply with the other procedures outlined above upon request, you may not be admitted to the Annual Meeting. The Annual Meeting will begin promptly at 3:30 p.m. (local time). Check-in will begin at 3:00 p.m., and you should allow ample time for the check-in procedures.

How do I vote my shares?

If you are a registered holder, you may vote:

● By internet: Via the Internet at *www.proxyvote.com*;

● By telephone: If you are located within the United States and Canada, call 1-800-690-6903 (toll-free) from a touch-tone telephone;

● By mail: By returning a properly executed proxy card in the postage-paid envelope provided or return it to Vote Processing, c/o Broadridge, 51 Mercedes Way, Edgewood, NY 11717; or

● In person: You may vote in person at the Annual Meeting.

To vote online or via telephone, you will need your unique control number. You can find the control number on your proxy card. Be sure to have your proxy card in hand and follow the instructions. Internet and telephone voting facilities will close at 11:59 p.m. Eastern Time on August 2, 2026, for the voting of shares held by stockholders of record as of the Record Date. Proxy cards with respect to shares held of record must be received no later than August 2, 2026.

If you hold your shares in street name, you may vote:

● By internet*: Via the Internet at *www.proxyvote.com*. To vote online, you will need your unique control number;

● By telephone*: If you are located within the United States and Canada, call 1-800-454-8683 (toll-free) from a touch-tone telephone;

● By mail: By returning a properly executed voting instruction form by mail, depending upon the method(s) your broker, bank or other nominee makes available; or

* Not all street name holders may be able to vote at the web address and phone number provided above.

In person: To do so, you must request a legal proxy from your broker, bank, or other nominee and present it at the Annual Meeting.

If your shares are held in street name, please check the voting instruction form provided to you by your broker, bank, or other nominee for internet or telephone voting availability. If internet and/or telephone voting is available to a street name holder, such facilities will close at 11:59 p.m. Eastern Time on August 2, 2026. To vote online or via telephone, you will need your unique control number. You can find the control number on your voting instruction form. Be sure to have your voting instruction form in hand and follow the instructions. Please follow the voting instructions in the voting instruction card provided by your broker, bank or other nominee to ensure that your vote is counted.

We provide internet proxy voting to allow record holders to vote your shares online, with procedures designed to ensure authenticity and correctness of your proxy vote instructions. Please be aware, however, that you must bear any costs associated with your internet access, such as usage charges from internet access providers and telephone companies.

Can I change or revoke my vote?

You may change or revoke your vote at any time prior to the final vote at the Annual Meeting. For shares held directly in your name, you may accomplish this by: (1) sending a written notice of revocation to our Corporate Secretary at Theriva Biologics, Inc., 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850; (2) submitting a new proxy bearing a later date (which automatically revokes the earlier proxy) subject to the voting deadlines that are described on the proxy card; (3) granting a subsequent proxy through the internet; subject to the voting deadlines that are described on the proxy card; or (4) by attending the Annual Meeting and voting in person. Attendance at the meeting will not cause your previously granted proxy to be revoked unless you specifically so request. Even if you plan to attend the Annual Meeting, we recommend that you also submit your or vote through the internet so that your vote will be counted if you later decide not to attend the Annual Meeting.

If your shares are held by your broker or bank as nominee or agent, you should follow the instructions provided by your broker or bank.

Who can help answer my questions?

If you have any questions about the Annual Meeting or how to vote or revoke your proxy, or you need additional copies of this Proxy Statement or voting materials, you should contact our Corporate Secretary at Theriva Biologics, Inc., 9605 Medical Center Drive, Suite 270, Rockville, Maryland 20850 or by phone at (301) 417-4364.

What is the voting requirement to approve each of the proposals?

Proposal	**Vote Required**	**Voting Options**	**Impact of "Abstain" Vote**	**Impact of Broker Non-Votes**
Proposal 1: Election of Directors	Plurality – the four (4) director nominees who receive the most "FOR" votes will be elected to serve on the Board	"FOR" "WITHHELD"	No effect	No effect
Proposal 2: Auditor Ratification Proposal	The affirmative vote of the holders of a majority of the shares present in person or by proxy and entitled to vote on this proposal is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable. No broker non-votes are expected for this proposal.
Proposal 3: 2020 Plan Increase Proposal	The affirmative vote of holders of a majority of the shares present in person or by proxy and entitled to vote on this proposal is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	No effect
Proposal 4: Authorized Common Stock Increase Proposal	The affirmative vote of the holders of a majority of the shares of Common Stock present in person or by proxy and entitled to vote on this proposal is required at the Annual Meeting and entitled to vote is required	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable- There are not expected to be any
Proposal 5: Warrant Exercise Proposal	The affirmative vote of the holders of a majority of the shares of Common Stock present in person or by proxy and entitled to vote on this proposal is required	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	No Effect
Proposal 6: Adjournment Proposal	The affirmative vote of the holders of a majority of the shares present in person or by proxy and entitled to vote on this proposal is required.	"FOR" "AGAINST" "ABSTAIN"	Counts as a vote "AGAINST" this proposal.	Not applicable- There are not expected to be any

Your shares will be voted in accordance with your instructions. If you are a stockholder of record and sign, date and return a proxy card but do not indicate how you wish to vote your shares, the appointed proxies named on the proxy card will vote your shares "FOR" each of the nominees with respect to Proposal 1, "FOR" Proposals 2, 3, 4, 5 and 6 and in the discretion of the appointed proxy named on the proxy card with respect to any other business properly brought before the Annual Meeting.

What is a quorum and why is it necessary?

Conducting business at the Annual Meeting requires a quorum. The presence, either in person or by proxy, of the holders of shares of stock having one-third of the voting power of the shares of stock entitled to vote at the Annual Meeting is necessary to constitute a quorum to conduct business at the Annual Meeting. Your shares will be counted towards the quorum only if you submit a valid proxy (or, in the case of a beneficial owner, if one is submitted on your behalf by your broker, bank or other nominee) or if you vote in person at the Annual Meeting. Abstentions and broker non-votes (which result when your shares are held in "street name," your broker does not have discretion to vote such shares and you do not tell the nominee how to vote your shares, as described in detail below) are treated as present for purposes of determining whether a quorum exists. If there is no quorum, the holders of a majority of shares present at the meeting in person or represented by proxy may adjourn the meeting to another date.

What are broker non-votes?

Under the rules of the New York Stock Exchange, member brokers who hold shares in street name for their customers that are the beneficial owners of those shares have the authority to only vote on certain "routine" items in the event that they have not received instructions from beneficial owners. Under New York Stock Exchange rules, when a proposal is not a "routine" matter and a member broker, bank or nominee has not received voting instructions from the beneficial owner of the shares with respect to that proposal, the brokerage firm, bank or nominee may not vote the shares on that proposal since it does not have discretionary authority to vote those shares on that matter. A "broker non-vote" is submitted when a broker, bank or nominee returns a proxy card and indicates that, with respect to particular matters, it is not voting a specified number of shares on that matter, as it has not received voting instructions with respect to those shares from the beneficial owner and does not have discretionary authority to vote those shares on such matters. If you hold your shares in street name and you do not instruct your broker how to vote on these matters not considered routine, no votes will be cast on your behalf with respect to these non-routine matters. "Broker non-votes" are not entitled to vote at the Annual Meeting with respect to the matters to which they apply; however, "broker non-votes" will be included for purposes of determining whether a quorum is present at the Annual Meeting.

Proposals 1, 3 and 5 are all considered "non-routine" matters. As a result, brokers, banks or nominees that do not receive instructions with respect to any of these proposals from their customers will not be entitled to vote on any of these proposals for which instructions were not received.

Proposals 2, 4 and 6 are considered a "routine" matter. As a result, brokers that do not receive instructions with respect to Proposals 2, 4, 5 and 6 from their customers will be entitled to vote on such proposals in their discretion.

What should I do if I receive more than one set of voting materials?

You may receive more than one set of voting materials, including multiple copies of this Proxy Statement and multiple proxy cards or voting instruction cards. For example, if you hold your shares in more than one brokerage account, you will receive a separate voting instruction card for each brokerage account in which you hold shares. If you are a stockholder of record and your shares are registered in more than one name, you will receive more than one proxy card. Please complete, sign, date, and return each proxy card and voting instruction card that you receive.

Target compensation comprises base salary and performance based variable compensation, including targeted cash bonus amounts and equity-based compensation. As an executive's level of responsibility increases, the Compensation Committee generally targets a greater portion of the executive's compensation to be contingent upon performance in the form of variable compensation. For example, historically our named executive officers have a higher percentage of compensation at risk (and thus greater upside and downside potential) relative to our other employees. The Compensation Committee believes this is appropriate because our named executive officers have the greatest influence on our performance.

During 2025, the salary for our Chief Executive Officer who also serves as our Chief Financial Officer was 67% of his target compensation package and performance based variable compensation comprised 33% of his target compensation. The increase in the percentage of non-variable compensation was due to the fact that no cash bonus was granted in 2025. Of the performance based variable compensation for the year ended December 31, 2025, all was equity-based compensation and none of the variable compensation was paid as a target cash bonus.

D. Compensation Review Process

The Compensation Committee annually reviews compensation for our Named Executive Officers. The Compensation Committee considers the executive's role and responsibilities, corporate and individual performance, and industry-wide compensation practices and trends for other companies of similar size. This approach is used to set base salaries, bonuses, stock option award levels and the mix of compensation elements.

We strive to attract and retain the most highly qualified executive officers in an extremely competitive market. Our Compensation Committee believes that it is important when making its compensation decisions to be informed as to the competitive market for executive talent, including the current practices of comparable public companies with which we compete for such talent. Consequently, in December 2023 our Compensation Committee reviewed an executive compensation report prepared by Meridian at the Compensation Committee's request. With respect to its analysis of the compensation of the Chief Executive Officer, the Compensation Committee took into account that our Chief Executive Officer also serves as our Chief Financial Officer, which is not typical for most companies.

While the Compensation Committee does take into consideration the data it reviewed, the Committee does not attempt to benchmark our executive compensation against any specific level, range, or percentile of compensation paid at any other companies, does not apply any specific measures of internal or external pay equity in reaching its conclusions, and does not employ tally sheets, wealth accumulation, or similar tools in its analysis. Rather, the Compensation Committee reviews compensation data from the report mentioned above as reference points in making executive compensation decisions especially in light of the fact that our Chief Executive Officer is also performing the role of Chief Financial Officer. The Compensation Committee's general aim is for our compensation to remain competitive with the market, falling above or below the median of the market data as appropriate based on corporate and individual executive performance, and other factors deemed to be appropriate. Competitive market positioning is only one of several factors, as described below, that the Compensation Committee considers in making compensation decisions, and therefore individual Named Executive Officer compensation may fall at varying levels as compared to the market data.

Our Compensation Committee values the opinion of our stockholders. At our 2025 Annual Meeting of Stockholders approximately 76% of the shares voted (excluding broker non-votes) were cast in support of our fiscal 2024 executive compensation and related disclosures. At that time, our Compensation Committee viewed those voting results as broad stockholder support for our executive compensation program and consequently made no material changes to the program or to our compensation policies. Our Compensation Committee will continue to consider input from stockholders, including through advisory votes on executive compensation, in making compensation decisions and reviewing executive compensation programs and policies.

We currently hold our advisory vote to approve the compensation of our named executive officers ("Say-on-Pay vote") every three years. Stockholders have an opportunity to cast an advisory vote on the frequency of the Say-on-Pay vote at least every six years, and the next advisory vote on the frequency of the Say-on-Pay vote will be at our 2028 Annual Meeting of Stockholders.

E. Components of Compensation

We provide four compensation components to Named Executive Officers:

- base salary;
- bonuses based on the achievement of specified goals and objectives;
- long-term incentives; and
- benefits

PROPOSAL 4

APPROVAL OF AN AMENDMENT TO THE COMPANY'S ARTICLES OF INCORPORATION TO INCREASE THE NUMBER OF AUTHORIZED SHARES OF COMMON STOCK

Our Board of Directors has unanimously approved an amendment to our Articles of Incorporation (the "Authorized Increase Charter Amendment") to increase the number of shares of authorized Common Stock to 450,000,000 shares (the "Authorized Common Stock Increase"), as further described below. If approved, the Authorized Common Stock Increase would be effected by amending Article 3 of our Articles of Incorporation to reflect the Authorized Common Stock Increase, which would increase the authorized number of shares of Common Stock to 450,000,000 shares. The full text of the proposed Authorized Increase Charter Amendment is attached to this Proxy Statement as Appendix B.

The Board of Directors proposes and recommends increasing the number of shares of authorized Common Stock from the 350,000,000 shares that are authorized for issuance pursuant to our Articles of Incorporation to a total of 450,000,000 shares of Common Stock, such increase to be effective only if the requisite shareholder approval is received and the Board determines to file the Authorized Increase Charter Amendment at any time within one year of such shareholder approval, upon the effective date of such filing with the Secretary of State of the State of Nevada. The 450,000,000 shares of Common Stock will not be adjusted for any fundamental transactions, including any proportionate reverse stock split, occurring prior to the effective date of the filing of the Authorized Increase Charter Amendment with the Secretary of State of the State of Nevada, the timing of which shall be in the Board's discretion.

The chart below illustrates the number of shares of Common Stock that will be available for issuance if the Authorized Common Stock Increase is effected.

	Estimated number of shares of Common Stock and before Authorized Common Stock Increase	**Estimated number of shares of Common Stock after the Authorized Common Stock Increase**
Authorized Common Stock	350,000,000	450,000,000
Shares of Common Stock Issued and Outstanding	45,892,668	45,892,668
Shares of Common Stock Issuable under Outstanding Warrants	16,339,060	16,339,060
Shares of Common Stock Issuable under Outstanding Stock Options	2,576,052	2,576,052
Shares of Common Stock Reserved for Issuance(1)	3,929,841	3,929,841
Shares of Common Stock Authorized but Unissued(2)	281,262,379	381,262,379

(1) Shares reserved for future issuance under our existing equity incentive plans and assuming the 2020 Plan Amendment Proposal is approved, excluding shares issuable under outstanding stock options.

(2) Shares authorized but unissued represent shares of Common Stock available for future issuance beyond shares currently outstanding, shares issuable under outstanding warrants and stock options and shares reserved for issuance under equity incentive plans (assuming approval of the amendment to the 2020 Plan Amendment Proposal).

The Board of Directors believes that the Authorized Common Stock Increase is advisable and in our stockholders' best interests. The Authorized Common Stock Increase will provide us with flexibility in completing financing and capital raising transactions as well as strategic transactions, which may be necessary for us to execute our future business plans.

We anticipate that we may issue additional shares of Common Stock in the future in connection with one or more of the following:

- financing transactions, such as public or private offerings of Common Stock or convertible securities;
- partnerships, collaborations and other similar transactions;

Potential Anti-takeover Effects of the Authorized Common Stock Increase

Release No. 34-15230 of the staff of the SEC requires disclosure and discussion of the effects of any action, including the proposals discussed herein, that may be used as an anti-takeover mechanism. Since the Authorized Common Stock Increase will provide that the number of authorized shares of Common Stock will be 450,000,000, the Authorized Common Stock Increase, if effected, will result in a relative increase in the number of authorized but unissued shares of our Common Stock vis-à-vis the outstanding shares of our Common Stock and, could, under certain circumstances, have an anti-takeover effect, although this is not the purpose or intent of our Board of Directors. A relative increase in the number of authorized shares of Common Stock could have other effects on our stockholders, depending upon the exact nature and circumstances of any actual issuances of authorized but unissued shares. A relative increase in our authorized shares could potentially deter takeovers, including takeovers that our Board of Directors has determined are not in the best interest of our stockholders, in that additional shares could be issued (within the limits imposed by applicable law and the NYSE American) in one or more transactions that could make a change in control or takeover more difficult. For example, we could issue additional shares without further stockholder approval so as to dilute the stock ownership or voting rights of persons seeking to obtain control without our agreement. Similarly, the issuance of additional shares to certain persons allied with our management could have the effect of making it more difficult to remove our current management by diluting the stock ownership or voting rights of persons seeking to cause such removal. The Authorized Common Stock Increase therefore may have the effect of discouraging unsolicited takeover attempts. By potentially discouraging initiation of any such unsolicited takeover attempts, the Authorized Common Stock Increase may limit the opportunity for our stockholders to dispose of their shares at the higher price generally available in takeover attempts or that may be available under a merger proposal.

We have not proposed the increase in the number of authorized shares of Common Stock with the intention of using the additional authorized shares for anti-takeover purposes, but we would be able to use the additional shares to oppose a hostile takeover attempt or delay or prevent changes in our control or our management. Although the Authorized Common Stock Increase has been prompted by business and financial considerations and not by the threat of any known or threatened hostile takeover attempt, stockholders should be aware that the effect of the Authorized Common Stock Increase could facilitate future attempts by us to oppose changes in our control and perpetuate our management, including transactions in which the stockholders might otherwise receive a premium for their shares over then current market prices. We cannot provide assurances that any such transactions will be consummated on favorable terms or at all, that they will enhance stockholder value, or that they will not adversely affect our business or the trading price of the Common Stock.

Consequences if Stockholder Approval for Proposal 4 Is Not Obtained

If stockholder approval for this Proposal 4 is not obtained, we will not be able to file a certificate of amendment to amend our Articles of Incorporation to effect the Authorized Common Stock Increase, and our limited number of authorized shares of the Common Stock that are neither outstanding nor reserved for issuance could adversely affect our ability to raise capital through equity financings or engage in acquisitions or other transactions such as reverse mergers.

Interests of Directors and Executive Officers

Our directors and executive officers have no substantial interests, directly or indirectly, in the matters set forth herein regarding the proposed Authorized Common Stock Increase except to the extent of their ownership of shares of our Common Stock and any additional shares of Common Stock that will be available for grant under the 2020 Plan.

No Appraisal Rights

Under Nevada law, our stockholders are not entitled to dissenters' rights or appraisal rights with respect to the Authorized Common Stock Increase and we will not independently provide our stockholders with any such rights.

Vote Required to Approve the Authorized Common Stock Increase

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Authorized Common Stock Increase at the Annual Meeting is required for approval of this proposal. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes are not expected for this proposal.

Recommendation

OUR BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" APPROVAL OF THE AMENDMENT TO THE COMPANY'S ARTICLES OF INCORPORATION TO INCREASE THE NUMBER OF AUTHORIZED SHARES OF COMMON STOCK.

PROPOSAL 5

THE WARRANT EXERCISE PROPOSAL

We are seeking stockholder approval for the issuance of up to 16,184,560 shares of our Common Stock upon the exercise of common stock purchase warrants that were issued in connection with our private placement offering (the "***Private Placement***") that closed on October 17, 2025, as contemplated by Section 713(a) of the NYSE American Company Guide and the terms of an inducement agreement (the "***Stockholder Approval***").

On October 16, 2025, we entered into a warrant inducement agreement (the "***Inducement Agreement***") with certain institutional investors (the "***Holders***") of outstanding warrants to purchase shares of Common Stock issued in a private placement offering that closed on September 27, 2024 (the "***September Warrants***") and a private placement offering that closed on May 8, 2025 (the "***May Warrants***" and, together with the September Warrants, collectively, the "***Existing Warrants***"). Pursuant to the Inducement Agreement, the Holders of the Existing Warrants exercised for cash, at a reduced exercise price of $0.54 per share, September Warrants to purchase an aggregate of up to 1,345,000 shares of Common Stock (the "***September Warrant Shares***") and May Warrants to purchase an aggregate of up to 6,747,280 shares of Common Stock (the "***May Warrant Shares***" and, together with the September Warrant Shares, the "***Existing Warrant Shares***") and, in consideration of the Holders' immediate exercise of the Existing Warrants in accordance with the Inducement Agreement, we issued unregistered Common Stock Purchase Warrants (the "***New Warrants***") to purchase an aggregate of up to 16,184,560 shares of Common Stock (200% of the number of Existing Warrant Shares issued upon exercise of the Existing Warrants) (the "***New Warrant Shares***"), at an exercise price of $0.54, to the Holders of the Existing Warrants. The transactions contemplated by the Inducement Agreement (the "***Warrant Inducement***") were consummated on October 17, 2025 (the "***Closing Date***").

The New Warrants are exercisable commencing on the effective date of Stockholder Approval for the full exercise of the New Warrants and issuance of all of the shares of Common Stock issuable upon exercise of the New Warrants (the "***Stockholder Approval Date***") and expire on the fifth anniversary of the Stockholder Approval Date. If at any time there is no effective registration statement under the Securities Act for the resale of the New Warrant Shares, any holder may, in its sole discretion, elect to exercise New Warrants through a cashless exercise, in which case such holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the New Warrant. We also agreed to use our reasonable best efforts to obtain all components of Stockholder Approval. Pursuant to the Inducement Agreement, if we do not obtain all components of the Stockholder Approval at the first meeting of our stockholders called within sixty (60) days following the Closing Date, we are obligated to call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding. A special meeting of our stockholders was held on each of December 15, 2025, February 11, 2026 and April 9, 2026 for the purpose of seeking Stockholder Approval. On each of December 15, 2025, February 11, 2026 and April 9, 2026, we called to order such special meetings. However, in each case, at that time, there were not present or represented by proxy a sufficient number of shares of Common Stock to constitute a quorum. As a result, we were not able to convene any of such special meetings and obtain Stockholder Approval at such times. We are now seeking Stockholder Approval at this Annual Meeting, in accordance with our obligations under the Inducement Agreement.

The exercise price of the New Warrants, and the number of New Warrant Shares, are subject to adjustment in the event of any stock dividend or split, reverse stock split, recapitalization, reorganization, or similar transaction, as described in the New Warrants. In addition, the New Warrants provide that we may also, at any time during the term of the New Warrants, subject to the prior written consent of the applicable holder, voluntarily reduce the then current exercise price to any amount and for any period of time, subject to the rules and regulations of NYSE American. Accordingly, approval of this proposal is also approval of the issuance of the New Warrant Shares at a lower exercise price than the initial exercise price.

A holder will not have the right to exercise any portion of the New Warrants if the holder (together with its affiliates) would beneficially own in excess of 4.99% (or, upon election of the holder, 9.99%) of the number of shares of our Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the New Warrants. However, any holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election.

In the event of a Fundamental Transaction (as such term is defined in the New Warrant), then the successor entity will succeed to, and be substituted for us, and may exercise every right and power that we may exercise and will assume all of our obligations under the New Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of Common Stock are given a choice as to the securities, cash, or property to be received in a Fundamental Transaction, then the holder shall be given the same choice as to the consideration it receives upon any exercise of the New Warrants following such Fundamental Transaction. In addition, the successor entity, at the request of holders of New Warrants, will be obligated to purchase any unexercised portion of the New Warrants in accordance with the terms thereof. Notwithstanding the foregoing, in the event of a Fundamental Transaction, the holders of the New Warrants have the right to require us or a successor entity to redeem the New Warrants for cash in the amount of the Black Scholes Value (as defined in the New Warrant) of the unexercised portion of the New Warrants concurrently with or within 30 days following the consummation of a Fundamental Transaction. However, in the event of a Fundamental Transaction which is not in our control, including a Fundamental Transaction not approved by our Board, the holders of the New Warrants will only be entitled to receive from us or our successor entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black-Scholes Value of the unexercised portion of the New Warrant that is being offered and paid to the holders of Common Stock in connection with the Fundamental Transaction, whether that consideration is in the form of cash, stock or any combination of cash, and stock, or whether the holders of our Common Stock are given the choice to receive alternative forms of consideration in connection with the Fundamental Transaction.

We agreed in the Inducement Agreement to file a registration statement to register the resale of the New Warrant Shares (the "***Resale Registration Statement***") as soon as practicable (and, in any event, within 30 calendar days following the date of the Inducement Agreement), and to use commercially reasonable efforts to have such Resale Registration Statement declared effective by the SEC within 60 days following the date of the Inducement Agreement (or 90 days following the date of the Inducement Agreement in the event of a "limited review" or "full review" by the SEC), We filed a registration statement on Form S-3 registering the New Warrant Shares for resale on November 7, 2025, which registration statement was declared effective on December 2, 2025.

A.G.P./Alliance Global Partners LP ("***AGP***") served as our exclusive financial advisor in connection with the Warrant Exercise and other transactions described in the Inducement Agreement. Pursuant to the terms of an engagement letter, dated October 16, 2025, by and between us and AGP (the "***Engagement Letter***"), we paid to AGP a cash fee equal to 7.0% of the aggregate gross proceeds received from the Holders upon exercise of the Existing Warrants and reimbursed certain expenses.

Reasons for the Warrant Exercise Proposal

Our Common Stock is listed on NYSE American and trades under the ticker symbol "TOVX." Section 713(a) of the NYSE American Company Guide requires stockholder approval of transactions other than public offerings of Common Stock equal to 20% or more of the outstanding Common Stock or voting power of an issuer prior to a private placement for less than the applicable Minimum Price. Under NYSE American Company Guide, the "***Minimum Price***" means a price that is the lower of: (i) the closing price immediately preceding the signing of the binding agreement; or (ii) the average closing price of the Common Stock for the five trading days immediately preceding the signing of the binding agreement. The closing price of our Common Stock on NYSE American on October 15, 2025, the trading date immediately preceding the signing of the Inducement Agreement, was $0.84 per share and the average closing price of our Common Stock for the five trading days immediately preceding the signing of the Inducement Agreement was $0.44. In order to comply with Section 713(a) of the NYSE American Company Guide, and in compliance with the terms of the Inducement Agreement, the New Warrants are not exercisable until Stockholder Approval is obtained.

We are seeking stockholder approval for the issuance of up to an aggregate of 16,184,560 shares of our Common Stock upon the exercise of the New Warrants. Stockholder Approval of this Warrant Exercise Proposal is one of the conditions for us to receive up to approximately $8.7 million in gross proceeds upon the exercise of the 16,184,560 New Warrants, if exercised for cash. Loss of these potential funds could adversely impact our ability to fund our operations.

The Board is not seeking the approval of our stockholders to authorize our entry into or consummation of the Warrant Inducement, as the Warrant Inducement has already been completed. We are only asking for approval to issue up to an aggregate of 16,184,560 New Warrant Shares upon exercise of the New Warrants.

Potential Consequences if Proposal 5 is Not Approved

The failure of our stockholders to approve this Proposal 5 will mean that: (i) we cannot permit the exercise of the New Warrants and (ii) will incur substantial additional costs and expenses because we are required to hold additional stockholder meetings until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

Each New Warrant has an initial exercise price of $0.54 per share. Accordingly, if this Proposal 5 is not approved, we will not be able to realize the gross proceeds from the exercise of the New Warrants. If all the New Warrants were to be exercised for cash, we would realize an aggregate of up to approximately $8.7 million in gross proceeds. However, if we were to lower the exercise price of the New Warrants we will receive less proceeds.

Potential Adverse Effects of the Approval of Proposal 5

If this Proposal 5 is approved, existing stockholders will suffer dilution in their ownership interests in the future upon the issuance of the New Warrant Shares upon exercise of the New Warrants for cash. Assuming the full exercise of the New Warrants for cash, an aggregate of 16,184,560 additional shares of Common Stock will be outstanding, and the ownership interest of our existing stockholders would be correspondingly reduced. In addition, the sale into the public market of these shares also could materially and adversely affect the market price of our Common Stock.

Required Vote

The affirmative vote from the holders of a majority of the shares present in person or represented by proxy and entitled to vote on the Warrant Exercise Proposal at the Annual Meeting is required for approval of this proposal. Abstentions will have the same effect as votes AGAINST this proposal. Broker non-votes will have no effect on this proposal.

THE BOARD UNANIMOUSLY RECOMMENDS THAT YOU VOTE "FOR" THE WARRANT EXERCISE PROPOSAL.

PROPOSAL 6

ADJOURNMENT OF THE ANNUAL MEETING

Background of and Rationale for the Adjournment Proposal

Our stockholders are being asked to consider and vote upon an adjournment of the Annual Meeting, if necessary, to solicit additional proxies if there are not sufficient votes in favor of Proposal 3, Proposal 4 and/or Proposal 5.

In the Adjournment Proposal, we are asking stockholders to authorize the holder of any proxy solicited by the Board to vote in favor of adjourning or postponing the Annual Meeting or any adjournment or postponement thereof. If our stockholders approve this proposal, we could adjourn or postpone the Annual Meeting, and any adjourned session of the Annual Meeting, to use the additional time to solicit additional proxies in favor of Proposal 3, Proposal 4 and/or Proposal 5.

Additionally, approval of the Adjournment Proposal could mean that, in the event we receive proxies indicating that holders of a majority of the number of shares present in person or represented by proxy at the Annual Meeting will vote against Proposal 3, Proposal 4 and/or Proposal 5, we could adjourn or postpone the Annual Meeting without a vote on Proposal 3, Proposal 4 and/or Proposal 5 and use the additional time to solicit the holders of those shares to change their vote in favor of Proposal 3, Proposal 4 and/or Proposal 5.

Vote Required

Approval of the adjournment of the Annual Meeting requires an affirmative vote of holders of a majority of the shares of Common Stock present in person or represented by proxy and entitled to vote on this matter at the Annual Meeting.

THE BOARD OF DIRECTORS UNANIMOUSLY RECOMMENDS A VOTE "FOR" APPROVAL OF THE ADJOURNMENT PROPOSAL.

SECURITY OWNERSHIP OF CERTAIN BENEFICIAL OWNERS AND MANAGEMENT

The following table sets forth information, as of the Record Date, or as otherwise set forth below, with respect to the beneficial ownership of our Common Stock (i) all persons known to us to be the beneficial owners of more than 5% of the outstanding shares of our Common Stock; (ii) each of our directors and our named executive officers named in the Summary Compensation Table; and (iii) all of our directors and our current executive officer as a group.

	Shares Owned (2)	
Name and Address of Beneficial Ownership (1)	**Number of Shares Owned**	**Percentages of Shares (3)**
Named Executive Officers and Directors		
Jeffrey J. Kraws (4)	73,326	*
Steven Shallcross (5)	247,130	*
Jeffrey Wolf (6)	73,300	*
John Monahan (7)	72,400	*
All current officers and directors as a group (4 persons)	466,156	*

* represents less than 1% of our Common Stock

(1) The address for each officer and directors is 9605 Medical Center, Suite 270, Rockville, Maryland 20850.

(2) Beneficial ownership is determined in accordance with SEC rules and generally includes voting or investment power with respect to securities. Except as indicated in the footnotes to the table, to the knowledge of the Company, the persons named in the table have sole voting and investment power with respect to all shares of Common Stock, preferred stock, options and/or warrants shown as beneficially owned by them, subject to community property laws, where applicable. Pursuant to the rules of the SEC, the number of shares of our Common Stock deemed outstanding includes shares issuable pursuant to options held by the respective person or group that are currently exercisable or may be exercised within 60 days of June 23, 2026.

(3) As of June 23, 2026, the Company had 45,892,668 shares of Common Stock outstanding.

(4) Includes 73,300 shares of Common Stock issuable upon exercise of options held by Mr. Kraws that are exercisable within the 60-day period following June 23, 2026.

(5) Includes 208,426 shares of Common Stock issuable upon exercise of options held by Mr. Shallcross and 28,704 shares of Common Stock issuable upon exercise of options held by Mrs. Shallcross (Mr. Shallcross's wife) that are exercisable within the 60-day period following June 23, 2026.

(6) Includes 73,300 shares of Common Stock issuable upon exercise of options held by Mr. Wolf that are exercisable within the 60-day period following June 23, 2026.

(7) Includes 72,400 shares issuable upon exercise of options held by Dr. Monahan that are exercisable within the 60-day period following June 23, 2026.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. __________________________** **EXHIBIT K** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT K

Theriva Form 8-K filed August 4, 2026 reporting the Proposal 5 vote results.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit K SEC EDGAR Source Index

Form 8-K reporting August 3, 2026 annual-meeting results, including Proposal 5.

Date	Document	Direct SEC source
Aug. 4, 2026	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465926090064/tm2619846d1_8k.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

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): August 3, 2026

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**001-12584**	**13-3808303**
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

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

Amendment to 2020 Stock Incentive Plan

On August 3, 2026, Theriva Biologics, Inc. (the "Company") held its 2026 Annual Meeting of Stockholders (the "Annual Meeting"). At the Annual Meeting, the Company's stockholders approved an amendment ("Amendment No. 4") to the Company's 2020 Stock Incentive Plan (the "2020 Stock Incentive Plan") to (i) increase the number of shares of common stock that the Company will have authority to grant under the 2020 Stock Incentive Plan from 4,500,000 shares of common stock to 6,500,000 shares of common stock. A description of the 2020 Stock Incentive Plan is set forth in the Company's definitive proxy statement on Schedule 14A for the Annual Meeting (the "Definitive Proxy Statement"), which was filed on June 29, 2026 with the Securities and Exchange Commission (the "Commission"), in the section entitled "Proposal 3 - 2020 Plan Increase Proposal". The description of Amendment No. 4 is qualified in its entirety by reference to the full text of Amendment No. 4, a copy of which is included as an exhibit to this Current Report on Form 8-K and attached to the Definitive Proxy Statement as Appendix A.

Item 5.07. Submission of Matters to a Vote of Security Holders.

On August 3, 2026, the Company held the Annual Meeting where the Company's stockholders voted on the following six (6) proposals and cast their votes as described below. These matters are described in detail in the Definitive Proxy Statement.

The final results for Proposals 1, 2, 3, 4, 5 and 6 as set forth in the Definitive Proxy Statement were as follows:

Proposal 1 - Election of Directors.

The following four (4) individuals were elected as directors, to serve until the Company's next annual meeting of stockholders and until their respective successors have been duly elected and qualified with the following votes:

Name of Director	Votes For	Withheld	Broker Non-Votes
Jeffrey J. Kraws	4,034,594	2,021,707	10,823,826
Steven A. Shallcross	4,030,358	2,025,943	10,823,826
John Monahan	4,003,454	2,052,847	10,823,826
Jeffrey Wolf	4,030,997	2,025,304	10,823,826

Proposal 2 – Auditor Ratification Proposal.

The stockholders ratified and approved the appointment of BDO USA, P.C. as the Company's independent registered public accounting firm for the year ending December 31, 2026 based on the votes listed below:

Votes For	Votes Against	Abstentions	Broker Non-Votes
14,570,613	2,053,033	256,481	0

Proposal 3 - Amendment to the Company's 2020 Stock Incentive Plan.

As further described above in Item 5.02 of this Current Report on Form 8-K, the stockholders approved and adopted Amendment No. 4 to the 2020 Stock Incentive Plan, which amendment increased the number of shares of common stock that the Company will have authority to grant under the 2020 Stock Incentive Plan from 4,500,000 shares to 6,500,000 shares of common stock. As a result, a maximum of 6,500,000 shares of common stock may be issued under the 2020 Stock Incentive Plan, as amended. The results of the voting for this approved proposal are as follows:

Votes For	Votes Against	Abstentions	Broker Non-Votes
3,110,068	2,840,658	105,575	10,823,826

Proposal 4 – Approval of Amendment to Increase the Number of Authorized Shares of Common Stock.

The stockholders approved an amendment to increase the number of authorized shares of the Company's common stock (the "Charter Amendment"), as described in the Definitive Proxy Statement. As described in the Definitive Proxy Statement, the Board of Directors has discretion to determine whether to file the Charter Amendment and may elect not to effect the amendment notwithstanding stockholder approval. The results of the voting for this approved proposal are as follows:

Votes For	Votes Against	Abstentions	Broker Non-Votes
12,007,931	4,643,286	228,910	0

Proposal 5 – Approval of Issuance of Common Stock Upon Exercise of Warrants.

The stockholders approved the issuance of shares of common stock upon the exercise of outstanding warrants, as described in the Definitive Proxy Statement. The results of the voting for this approved proposal are as follows:

Votes For	Votes Against	Abstentions	Broker Non-Votes
3,665,312	2,267,592	123,397	10,823,826

Proposal 6 – Approval of the Adjournment of the Annual Meeting.

The stockholders approved a proposal to adjourn the Annual Meeting to a later date, if necessary, as described in the Definitive Proxy Statement. The results of the voting for this approved proposal are as follows:

Votes For	Votes Against	Abstentions	Broker Non-Votes
12,012,234	4,297,352	570,541	0

Notwithstanding the approval of this proposal, because each of Proposals 1 through 5 received the requisite votes for approval at the Annual Meeting as convened, it was not necessary for the Company to adjourn the Annual Meeting.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

The following exhibits are filed with this Current Report on Form 8-K:

Exhibit Number	Description
10.1*	Amendment No. 4 to the Theriva Biologics, Inc. 2020 Stock Incentive Plan
104	Cover Page Interactive Data File (embedded within the XBRL document)

*Filed herewith

SIGNATURES

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

Dated: August 4, 2026	**THERIVA BIOLOGICS, INC.**
	By: /s/ Steven A. Shallcross
	Name: Steven A. Shallcross
	Title: Chief Executive Officer and Chief Financial Officer

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT L** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT L

Theriva Form 10-Q filed August 11, 2026, including the August 7 share count, New Warrant exercisability and expiration, strategic-alternative discussion, July 24 option amendments, and August 10 employment agreement.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit L SEC EDGAR Source Index

Quarterly report for the quarter ended June 30, 2026.

Date	Document	Direct SEC source
Aug. 11, 2026	Form 10-Q	https://www.sec.gov/Archives/edgar/data/894158/000110465926093786/tmb-20260630x10q.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

Selected pages include the outstanding-share count, New Warrant terms and exercisability, strategic-alternative discussion, July 24 option amendments, and August 10 employment agreement. The complete filing remains available at the direct SEC link.

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549

FORM 10-Q

(Mark One)
☒ **QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the quarterly period ended June 30, 2026

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ____________ to ____________

Commission File Number: 001-12584

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	**13-3808303**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
9605 Medical Center Drive, Suite 270 **Rockville, MD**	**20850**
(Address of principal executive offices)	*(Zip Code)*

(301) 417-4364
(*Registrant's telephone number, including area code*)

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	TOVX	NYSE American

Indicate by check mark whether the registrant: (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☒ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes ☒ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer, "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer	☐	Accelerated Filer	☐
Non-accelerated Filer	☒	Smaller Reporting Company	☒
		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. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).
Yes ☐ No ☒

As of August 7, 2026, the registrant had 45,892,668 shares of common stock, $0.001 par value per share, outstanding.

PART I–FINANCIAL INFORMATION

ITEM 1. FINANCIAL STATEMENTS

Theriva Biologics, Inc. and Subsidiaries

Condensed Consolidated Balance Sheets
(In thousands except share and par value amounts)

	June 30, 2026	December 31, 2025
Assets	**(Unaudited)**	
Current Assets		
Cash and cash equivalents	$ 11,337	$ 13,056
Tax credit receivable	1,681	3,351
Prepaid expenses and other current assets	653	1,060
Total Current Assets	**13,671**	**17,467**
Non-Current Assets		
Property and equipment, net	173	222
Restricted cash	44	46
Right of use asset	1,825	803
In-process research and development	19,064	19,619
Deposits and other assets	80	82
Total Assets	**$ 34,857**	**$ 38,239**
Liabilities and Stockholders' Equity		
Current Liabilities:		
Accounts payable	$ 984	$ 1,014
Accrued expenses	6,418	6,276
Contingent consideration, current portion	2,650	—
Accrued employee benefits	290	443
Deferred research and development tax credit-current portion	1,210	1,675
Loans payable-current	34	57
Operating lease liability-current portion	525	549
Total Current Liabilities	**12,111**	**10,014**
Non-current Liabilities		
Non-current contingent consideration	7,169	10,004
Loan Payable - non-current	1,620	1,671
Non-current deferred research and development tax credit	396	815
Non-current operating lease liability	1,374	352
Total Liabilities	**22,670**	**22,856**
Commitments and Contingencies (Note 14)	**—**	**—**
Stockholders' Equity:		
Common stock, $0.001 par value; 350,000,000 shares authorized, 45,921,478 issued and 45,892,668 outstanding at June 30, 2026 and 35,717,159 issued and 35,688,350 outstanding at December 31, 2025	45	34
Additional paid-in capital	376,154	373,592
Treasury stock at cost, 28,810 shares at June 30, 2026 and at December 31, 2025	(288)	(288)
Accumulated other comprehensive loss	247	755
Accumulated deficit	(363,971)	(358,710)
Total Stockholders' Equity	**12,187**	**15,383**
Total Liabilities and Stockholders' Equity	**$ 34,857**	**$ 38,239**

See accompanying notes to unaudited condensed consolidated financial statements.

Theriva Biologics, Inc. and Subsidiaries

Condensed Consolidated Statements of Operations and Comprehensive Loss
(In thousands, except share and per share amounts)
(Unaudited)

	For the three months ended June 30, 2026	For the three months ended June 30, 2025	For the six months ended June 30, 2026	For the six months ended June 30, 2025
License Revenue	$ —	$ —	$ 300	$ —
Operating Costs and Expenses:				
General and administrative	2,027	11,179	4,099	12,628
Research and development	1,268	1,953	1,623	4,921
Total Operating Costs and Expenses	**3,295**	**13,132**	**5,722**	**17,549**
Loss from Operations	**(3,295)**	**(13,132)**	**(5,422)**	**(17,549)**
Other Income/Expense:				
Foreign currency exchange (loss) gain	(1)	20	—	17
Interest income	79	54	161	150
Total Other Income	**78**	**74**	**161**	**167**
Net Loss before income taxes	**(3,217)**	**(13,058)**	**(5,261)**	**(17,382)**
Income tax benefit	—	—	—	—
Net Loss Attributable to Common Stockholders	**$ (3,217)**	**$ (13,058)**	**$ (5,261)**	**$ (17,382)**
Net Loss Per Share - Basic and Dilutive	**$ (0.07)**	**$ (1.93)**	**$ (0.12)**	**$ (3.64)**
Weighted average number of shares outstanding during the period - Basic and Dilutive	**45,892,668**	**6,752,953**	**43,496,012**	**4,778,669**
Net Loss	**(3,217)**	**(13,058)**	**(5,261)**	**(17,382)**
(Loss) gain on foreign currency translation	(130)	1,317	(508)	1,971
Total comprehensive loss	**$ (3,347)**	**$ (11,741)**	**$ (5,769)**	**$ (15,411)**

See accompanying notes to unaudited condensed consolidated financial statements.

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

2. Going Concern – (continued)

The Company continues to experience operating losses and faces significant uncertainties related to its business model, market conditions, and strategic initiatives. These factors raise substantial doubt about the Company's ability to continue as a going concern beyond the next twelve months without additional capital, or other strategic actions. In order to address the Company's capital needs, including its planned clinical trials, the Company is actively pursuing additional equity or debt financing in the form of either a private placement or a public offering as well as partnerships, other collaborations and other strategic alternatives. The Company has been in ongoing discussions with strategic institutional investors and investment banks with respect to such possible offerings and licensing and/or partnership arrangements as well as a range of strategic alternatives that may include a business combination, merger or reverse merger. Such additional financing opportunities might not be available to the Company when and if needed, on acceptable terms or at all. If the Company is unable to obtain additional financing in sufficient amounts or on acceptable terms under such circumstances, the Company's operating results and prospects will be adversely affected.

On September 28, 2025, the Board of Directors of the Company approved a plan to resize and restructure the Company (the "Plan") for purposes of focusing its attention on business development and licensing activities and the Company's upcoming meetings with the U.S. Food and Drug Administration (the "FDA") and the European Medicines Agency (the "EMA") for planned clinical trials in patients with metastatic pancreatic ductal adenocarcinoma ("PDAC") and retinoblastoma.

Pursuant to the Plan, on September 30, 2025, the Company implemented a workforce reduction of seven employees or 32% of the then global Company workforce. The goal of this reduction was to direct the Company's resources towards business development and licensing activities and clinical trial planning and preparation for potential pivotal trials of VCN-01 in PDAC and retinoblastoma patients, which it believes will represent its best opportunity for success. The Company completed the employee reduction immediately and incurred a total of approximately $520,000 in charges in connection with the workforce reduction. These charges consisted primarily of cash severance and benefits over a three-month period, in connection with the workforce reduction. The Plan is expected to save approximately $1.8 million in compensation and benefits annually beginning in 2026 and, together with additional anticipated operating cost reductions, the Company expects that it will extend its cash runway into the first quarter of 2027; however, as described below, the current cash will only be sufficient to run certain clinical trials and no assurances can be provided and the Company's cash could differ materially from its expectations based on various factors, many of which are out of its control.

The Company may also incur other charges or cash expenditures not currently contemplated due to unanticipated events that may occur. At June 30, 2026, the Company had cash and cash equivalents of approximately $11.3 million. Based upon the Company's current business plans, management believes that the Company's current cash on hand will be sufficient to fully execute its plans into the first quarter of 2027. Commencement of planned future clinical trials is subject to the Company's successful pursuit of opportunities that will allow it to establish the clinical infrastructure and financial resources necessary to successfully initiate and complete its plan. The Company anticipates its current cash will allow it to cover overhead costs, commence an approved Phase 2a study in metastatic PDAC patients evaluating more frequent VCN-01 dosing for a longer period, conduct exploratory VCN-01 (zabilugene almadenorepvec) manufacturing scale-up activities, complete regulatory interactions regarding a proposed pivotal clinical trial of VCN-01 in retinoblastoma, and undertake limited preclinical studies supporting VCN-01 and VCN-12, the first candidate from the Company's VCN-X discovery program. The Company also believes that the cash will be sufficient to fund its committed obligations under the terms of the Share Purchase Agreement entered into in connection with the Acquisition (the "Purchase Agreement"), but will not be sufficient for additional trials of VCN-01 (other than the Phase 2a study evaluating more frequent VCN-01 dosing for a longer period), or SYN-004, or to complete the last cohort of the Phase 1b/2a clinical trial of SYN-004, which are expected to require significant cash expenditures. Following commencement of a Phase 2a study evaluating more frequent VCN-01 dosing for a longer period, and limited preclinical studies supporting VCN-01 and its VCN-X discovery initiatives, the Company will need to obtain additional funds for future clinical trials. The Company anticipates that its future clinical trials will be much larger in size and require larger cash expenditures than the aforementioned Phase 2a clinical program and limited preclinical research efforts. Currently, the Company does not have commitments from any third parties to provide it with capital. Potential sources of financing include strategic relationships, public or private sales of equity (including through its Amended and Restated At The Market Issuance Sales Agreement, dated February 9, 2021, as amended by Amendment No. 1 thereto, dated May 3, 2021, as further amended by Amendment No. 2 thereto, dated May 2, 2024 (the "ATM Sales Agreement")) or debt and other sources. The Company cannot assure that it will meet the requirements for use of the ATM Sales Agreement or that additional funding will be available on favorable terms or at all. If the Company fails to obtain additional funding for its clinical trials, whether through the sale of securities or a partner or collaborator, and otherwise when needed, it will not be able to execute its business plan as planned and will be forced to cease certain development activities (including initiation of planned clinical trials) until funding is received, and its business will suffer, which would have a material adverse effect on its financial position, results of operations and cash flows.

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

9. Stock-Based Compensation – (continued)

As of June 30, 2026, total unrecognized stock-based compensation expense related to stock options was $693,000, which is expected to be expensed through January 2029.

The FASB's guidance for stock-based payments requires cash flows from excess tax benefits to be classified as a part of cash flows from operating activities. Excess tax benefits are realized tax benefits from tax deductions for exercised options in excess of the deferred tax asset attributable to stock compensation costs for such options. The Company did not record any excess tax benefits during the three and six months ended June 30, 2026 and 2025.

10. Stock Warrants

On May 8, 2025, the Company consummated a public offering (the "May 2025 Offering") of an aggregate of (i) 1,990,900 shares of Common Stock, (ii) pre-funded warrants (the "2025 Pre-Funded Warrants") to purchase up to 4,827,280 shares of Common Stock (the "2025 Pre-Funded Warrant Shares"), and (iii) Common Stock purchase warrants (the "2025 Common Warrants") to purchase up to 6,818,180 shares of Common Stock (the "2025 Common Warrant Shares"). Each share of Common Stock and associated 2025 Common Warrant was sold at a combined public offering price of $1.10. Each 2025 Pre-Funded Warrant and associated 2025 Common Warrant was sold at a combined public offering price of $1.099. The Company received aggregate gross proceeds from the May 2025 Offering of approximately $7.5 million, before deducting placement agent fees and other offering expenses. Each 2025 Pre-Funded Warrant was immediately exercisable for one (1) share of Common Stock at an exercise price of $0.001 per share and will remain exercisable until such 2025 Pre-Funded Warrant is exercised in full. Each 2025 Common Warrant has an exercise price of $1.10 per share of Common Stock, is immediately exercisable, and expires five (5) years from its issuance date. The exercise price of the 2025 Common Warrants and number of shares of Common Stock issuable upon exercise will be adjusted in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events. The exercise price of the 2025 Pre-Funded Warrants and number of shares of Common Stock issuable upon exercise was adjustable in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events. In the event of a fundamental transaction, as described in each of the 2025 Common Warrants and the 2025 Pre-Funded Warrants, the holders of such warrants will be entitled in the case of the 2025 Common Warrants and were entitled in the case of the 2025 Pre-Funded Warrants to receive upon exercise of their respective warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised their warrants immediately prior to such fundamental transaction. In addition, in certain circumstances, upon a fundamental transaction, a holder of 2025 Common Warrants will have the right to require the Company to repurchase its 2025 Common Warrants at the Black Scholes Value; provided, however, that, if the fundamental transaction is not within the Company's control, including not approved by the Company's board of directors, then the holder shall only be entitled to receive the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of the 2025 Common Warrant, that is being offered and paid to the holders of Common Stock in connection with the fundamental transaction. The 2025 Common Warrants may be exercised on a cashless basis if at the time of exercise thereof there is no effective registration statement registering, or the prospectus contained therein is not available for, the issuance of the share of Common Stock issuable upon exercise thereof to the holder.

A holder of the 2025 Common Warrants (together with its affiliates) may not exercise any portion of the 2025 Common Warrant to the extent that the holder would own more than 4.99% (or 9.99%, at the election of the holder) of the outstanding shares of Common Stock immediately after exercise, except that upon at least 61 days' prior notice from the holder to the Company, the holder may increase the amount of beneficial ownership of outstanding shares after exercising the holder's 2025 Common Warrants up to 9.99% of the number of the Company's shares of Common Stock outstanding immediately after giving effect to the exercise. The Company has concluded that the 2025 Common Warrants and 2025 Pre-Funded Warrants are required to be equity classified. The 2025 Common Warrants were valued on the date of grant using Black Scholes model. During the year ended December 31, 2025, all of the 2025 Pre-Funded Warrants issued in the May 2025 Offering were exercised resulting in the issuance of 4,827,280 shares of Common Stock. During the year ended December 31, 2025, 2025 Common Warrants to purchase 6,747,280 shares of Common Stock were exercised in connection with the October 17, 2025 warrant inducement.

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

10. Stock Warrants – (continued)

On October 16, 2025, the Company entered into a warrant inducement agreement (the "Inducement Agreement") with certain holders named therein (the "Holders") of existing Common Stock Purchase Warrants to purchase up to an aggregate of 8,092,280 shares of the Common Stock, consisting of (i) Common Stock Purchase Warrants to purchase up to an aggregate of 1,345,000 shares of common stock issued on September 27, 2024 (the "September Warrants") and (ii) Common Stock Purchase Warrants to purchase up to an aggregate of 6,747,280 shares of Common Stock issued on May 8, 2025 (the "May Warrants" and, together with the September Warrants, the "Existing Warrants"). Pursuant to the Inducement Agreement, on October 17, 2025, the Holders exercised for cash the Existing Warrants at a reduced exercise price of $0.54 per share and, in consideration therefor, the Company issued to the Holders new Common Stock Purchase Warrants (the "New Warrants") to purchase an aggregate of 16,184,560 shares of Common Stock, equal to 200% of the number of shares of Common Stock underlying the Existing Warrants, at an exercise price of $0.54 per share, which New Warrants are exercisable for a term of five (5) years from the date of the approval from the stockholders of the Company of the full exercise of the New Warrants and the issuance of all of the shares of Common Stock issuable upon the exercise thereof, which had not occurred as of June 30, 2026.

The Company received aggregate gross proceeds of approximately $4.4 million for the exercise of the Existing Warrants, before deducting placement agent fees of $356,000 and other expenses of $72,000 payable by the Company. AGP served as the Company's exclusive financial advisor in connection with the warrant exercise and other transactions described in the Inducement Agreement. Pursuant to the terms of an engagement letter, dated October 16, 2025, by and between the Company and AGP, the Company agreed to pay to AGP a cash fee equal to 7.0% of the aggregate gross proceeds received from the Holder upon exercise of the Existing Warrants and reimbursement of certain expenses. The Company evaluated the facts and circumstances of the inducement transaction and concluded that the issuance of the new warrants, issued to induce the existing warrant holders to exercise their original warrants, was directly attributable to an equity issuance. Accordingly, the Company recognized the increase in value transferred to the holders as an equity issuance cost. The increase in value transferred to holders was measured as the difference between the fair value of the new warrants and the fair value of the original warrants at the modification date, totaling $5.9 million. The increased value provided by the modification and the issuance of new warrants in excess of the gross proceeds of $1.5 million was accounted for as a deemed dividend and increased net loss available to common shareholders for purposes of calculating loss per share. The Company determined the fair value of the new warrants and original warrants on the modification date through the use of a Black Scholes model. The increase in value transferred to the holders was recognized as a decrease to additional paid in capital, which offset the recording of the new warrants, thereby resulting in no net impact to total equity.

A summary of all warrant activity for the Company for the year ended December 31, 2025 and the six months ended June 30, 2026 is as follows:

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Contractual Life
Balance at December 31, 2024	1,428,600	$ 2.00	4.74 years
Granted	27,830,020	0.58	4.73 years
Exercised	(12,919,560)	0.78	—
Forfeited	—	—	—
Balance at December 31, 2025	16,339,060	0.55	4.99 years
Granted	—	—	—
Exercised	—	—	—
Forfeited	—	—	—
Balance at June 30, 2026	16,339,060	$ 0.55	4.99 years

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

16. License Agreements

On February 18, 2026 the Company entered into the Rasayana License Agreement, whereby the Company granted Rasayana an exclusive worldwide license with the right to grant sublicenses to Research, Develop, Manufacture and Commercialize (as such terms are defined in the Rasayana License Agreement) any Product (as such term is defined in the Rasayana License Agreement), which includes SYN-020, an oral formulation of the recombinant intestinal alkaline phosphatase enzyme, comprising, containing, or covered by the Licensed IP (as such term is defined in the Rasayana License Agreement) and/or devised, developed, or produced using the Licensed IP. Pursuant to the terms of the Rasayana License Agreement, Rasayana will assume all responsibility and costs for the Development and Commercialization of the Products.

Under the terms of the Rasayana License Agreement, the Company received an upfront payment of Three Hundred Thousand Dollars ($300,000) from Rasayana on the effective date of the Rasayana License Agreement. In addition, the Company is entitled to receive from Rasayana development milestone payments of up to an aggregate of $16,000,000 and sales milestone payments of up to an aggregate of $22,000,000 upon achievement of certain development and net sales milestones with respect to Products.

In addition, during the Royalty Term (as such term is defined in the Rasayana License Agreement), the Company is entitled to receive tiered royalties ranging from low to mid single digits on net sales of a Product.

The Company will also be entitled to receive a certain percentage of any Sublicense Revenue (as such term is defined in the Rasayana License Agreement) received by Rasayana or its affiliates.

Under the terms and conditions of the Rasayana License Agreement, Rasayana has agreed to use Commercially Reasonable Efforts (as such term is defined in the Rasayana License Agreement) to meet certain specified Development milestones.

The term of the Rasayana License Agreement commenced on the effective date of the Rasayana License Agreement and continues on a country-by-country basis until the expiration of the Royalty Term. If either the Company or Rasayana materially breaches any material obligation under the Rasayana License Agreement and does not cure such breach, the non-breaching party may terminate the Rasayana License Agreement in its entirety; provided that if such breach is capable of being cured but cannot be cured within such sixty (60) day period and the breaching party initiates actions to cure such breach within such period and thereafter diligently pursues such actions, the breaching party shall have one additional period of sixty (60) days to cure such breach. Either party may also terminate the Rasayana License Agreement, upon written notice, if the other party has an Insolvency Event (as such term is defined in the Rasayana License Agreement). Rasayana has the right to terminate the Rasayana License Agreement for any or no reason upon ninety (90) days' written notice to the Company, including but not limited to instances in which the outcome of a clinical trial is adverse and/or unsatisfactory to Rasayana (in its reasonable discretion). If Rasayana suspends all material Development efforts with respect to all Products for a period of one hundred and eighty (180) days, or fails to use Commercially Reasonable Efforts to achieve any of the Development milestones by the applicable deadline), then the Company may terminate the Rasayana License Agreement upon ninety (90) days prior written notice to Rasayana, unless Rasayana resumes material Development efforts within such period. Upon a termination the rights granted under the Rasayana License Agreement terminate and revert irrevocably to the Company.

17. Subsequent Events

The Company has evaluated events through the date these financial statements were filed and determined there are no subsequent events that require disclosure, except as set forth below:

2026 Annual Meeting of Stockholders

On August 3, 2026, at the Company's 2026 Annual Meeting of Stockholders, its stockholders approved, among other things: (i) the issuance of up to an aggregate of 16,184,560 shares of Common Stock upon the exercise of the New Warrants, and (ii) an amendment to the 2020 Stock Plan to increase the number of shares of Common Stock that the Company will have authority to grant under the 2020 Stock Plan to 6,500,000 shares of Common Stock. Accordingly, the New Warrants to purchase 16,184,560 shares of Common Stock at $0.54 per share became exercisable and will expire on August 3, 2031 and the aggregate number of shares of Common Stock that the Company will have authority to grant under the 2020 Stock Plan is 6,500,000 shares of Common Stock, pursuant to Amendment No. 4 to the 2020 Stock Plan.

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

17. Subsequent Events – (continued)

Shallcross Amended and Restated Employment Agreement

On August 10, 2026, the Company entered into an Amended and Restated Employment Agreement with Mr. Shallcross (the "Amended and Restated Shallcross Employment Agreement"), which replaced and superseded the employment agreement that the Company entered into with Mr. Shallcross on March 3, 2025 in its entirety. The Amended and Restated Shallcross Employment Agreement has a stated term of two years from the date of execution of such agreement (the "Employment Term") and provides for Mr. Shallcross to serve as the Company's President, Chief Executive Officer and Chief Financial Officer. Mr. Shallcross does not receive additional compensation for service as the Company's director.

Pursuant to the Amended and Restated Shallcross Employment Agreement, Mr. Shallcross is entitled to an annual base salary of $687,562, subject to review and adjustment from time to time by the Board (or a committee thereof) in its sole discretion, but which may not be decreased. Mr. Shallcross is also eligible to receive an annual cash performance bonus of up to fifty percent (50%) of his annual base salary and payable based upon the Board's assessment of Mr. Shallcross' performance and the Company's attainment of targeted goals as set by the Board in its sole discretion, as well as discretionary annual equity awards pursuant to the Company's incentive equity plans. The Amended and Restated Shallcross Employment Agreement also contains confidentiality obligations and invention assignments, as well as non-competition and non-solicitation provisions, which are applicable during the Employment Term and for the one-year period thereafter.

The Amended and Restated Shallcross Employment Agreement provides that if Mr. Shallcross' employment is terminated for any reason, he or his estate as the case may be, will be entitled to receive the unpaid base salary through the date of termination and accrued vacation, any unpaid annual bonus earned with respect to any calendar year ending on or preceding the date of termination, reimbursement for any unreimbursed expenses incurred through the date of termination, and all other payments and benefits to which Mr. Shallcross may be entitled under the terms of any applicable compensation arrangement or benefit, equity or perquisite plan or program or grant (the "Accrued Amounts"). Upon termination due to Disability (as such term is defined in the Amended and Restated Shallcross Employment Agreement) or death, Mr. Shallcross or his estate shall be entitled to exercise any vested equity awards for a period equal to the shorter of: (i) six (6) months after termination, or (ii) the remaining term of the awards. If Mr. Shallcross' employment is terminated by the Company for Cause (as such term is defined in the Amended and Restated Shallcross Employment Agreement) or by Mr. Shallcross without Good Reason, Mr. Shallcross shall be entitled to receive any Accrued Amounts only.

If Mr. Shallcross' employment is terminated by the Company without Cause (and not due to Disability or death) or by Mr. Shallcross for Good Reason (as such term is defined in the Amended and Restated Shallcross Employment Agreement), then, subject to him executing a general release in form acceptable to the Company that becomes effective, in addition to paying the Accrued Amounts, (a) the Company will continue to pay his then current base salary for a period of twelve (12) months following the termination date, (b) the Company will pay the COBRA premiums necessary to continue health insurance coverage under COBRA, if such coverage is timely elected by Mr. Shallcross, for him and his covered dependents until the earliest of twelve (12) months following the termination date, the date Mr. Shallcross becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment, or the date Mr. Shallcross ceases to be eligible for COBRA continuation coverage for any reason, and (c) all unvested stock options and other equity awards shall immediately vest and he shall be entitled to exercise any such vested equity awards for a period equal to the shorter of: (1) twenty-four (24) months after termination, or (2) the remaining term of the awards. In addition, Mr. Shallcross will be eligible to receive a pro-rata portion of his annual bonus, as determined by the Board of Directors, for the performance year in which the termination occurs.

Theriva Biologics, Inc. and Subsidiaries
Notes to Condensed Consolidated Financial Statements

17. Subsequent Events – (continued)

Upon the occurrence of a Change in Control (as such term is defined in the Amended and Restated Shallcross Employment Agreement), all unvested stock options and other equity awards shall immediately vest (and any equity awards subject to the satisfaction of performance goals shall be deemed earned at not less than target performance) and the time period that Mr. Shallcross will have to exercise all vested stock options and other awards shall be equal to the shorter of: (i) twenty-four (24) months after termination, or (ii) the remaining term of the awards. If within eighteen (18) months after the occurrence of a Change in Control, Mr. Shallcross terminates his employment for Good Reason or the Company terminates Mr. Shallcross' employment without Cause, Mr. Shallcross will be entitled to receive: (i) the portion of his base salary for periods prior to the effective date of termination accrued but unpaid (if any); (ii) all unreimbursed expenses (if any); (iii) an aggregate amount (the "Change in Control Severance Amount") equal to two (2) times the sum of his base salary plus an amount equal to the bonus that would be payable if the target level performance were achieved under the Company's annual bonus plan (if any) in respect of the fiscal year during which the termination occurs (or the prior fiscal year if bonus levels have not yet been established for the year of termination); and (iv) a payment equal to twenty-four (24) times the monthly COBRA premium for Mr. Shallcross and his eligible dependents (at the rate in effect for Mr. Shallcross' coverage at the time of his termination), subject to him executing a general release in form acceptable to the Company that becomes effective. An amount equal to $500,000 shall be allocated from the Change in Control Severance Amount as, and deemed, a payment to Mr. Shallcross in exchange for Mr. Shallcross' covenant not to compete.

Upon the termination of employment for Good Reason by Mr. Shallcross or upon the involuntary termination of employment by the Company for any reason other than death, Disability or Cause, in either case within eighteen (18) months after the occurrence of a Change in Control, the Company shall also provide, for the period of two (2) consecutive years commencing on the date of such termination of employment, medical, dental, life and disability insurance coverage for Mr. Shallcross and the members of his family that are not less favorable to Mr. Shallcross than the group medical, dental, life and disability insurance coverage carried by the Company for Mr. Shallcross and the members of his family at the time of termination, subject to him executing a general release in form acceptable to the Company that becomes effective. The Change in Control Severance Amount is to be paid in a lump sum if the Change in Control event constitutes a "change in the ownership" or a "change in the effective control" of the Company or a "change in the ownership of a substantial portion of a corporation's assets" (each within the meaning of Section 409A of the Internal Revenue Code ("Section 409A")), or in 48 substantially equal payments, if the Change in Control event does not so comply with Section 409A.

Option Award Amendments

On July 24, 2026, the Board of Directors approved, upon recommendation of the Compensation Committee, amendments to all option agreements for the Company's directors and U.S. employees, as well as the option agreements for all unvested options issued to the Company's Spanish employees, to provide for accelerated vesting of options upon the execution of a definitive agreement for a merger.

Therapeutic Areas	June 30, 2026	June 30, 2025
VCN-01 (zabilugene almadenorepvec)	$ 872	$ 2,726
SYN-004 (ribaxamase)	68	167
SYN-020	73	150
Other therapeutic areas	235	205
Total direct costs	1,248	3,248
Total indirect costs	375	1,673
Total Research and Development	$ 1,623	$ 4,921

Other Income/Expense

Other income was $161,000 for the six months ended June 30, 2026 compared to other income of $167,000 for the six months ended June 30, 2025. Other income for the six months ended June 30, 2026 is primarily comprised of interest income of $161,000. Other income for the six months ended June 30, 2025 is primarily comprised of interest income of $150,000 and an exchange gain of $17,000.

Net Loss Attributable to Common Stockholders

Our net loss attributable to common stockholders was approximately $5.3 million, or ($0.12) per basic and diluted common share for the six months ended June 30, 2026, compared to a net loss of approximately $17.4 million, or ($3.64) per basic common share and diluted common share for the six months ended June 30, 2025.

Liquidity and Capital Resources

Historically, we have financed our operations primarily through public and private sales of our securities, and we expect to continue to seek and obtain additional capital in a similar manner. During the year ended December 31, 2025, our primary sources of cash were the approximately $6.8 million in net proceeds received from sales of our Common Stock under the ATM Sales Agreement, approximately $3.9 million in net proceeds from the exercise of existing warrants by holders pursuant to a warrant inducement agreement, the $1.7 million received for the Research and Development rebate program, $1.4 million for the THERICEL project loan from the National Knowledge Transfer Program of the Spanish government's Ministry of Science and, in May 2025, we closed our May 2025 Offering of 6,818,180 shares of Common Stock (or pre-funded warrants in lieu thereof) in combination with accompanying common stock purchase warrants to purchase an aggregate of 6,818,180 shares of our Common Stock for gross proceeds of $7.5 million (net proceeds of $6.7 million, after deducting underwriting discounts and expenses). During the six months ended June 30, 2026, the primary source of cash was from the $300,000 up-front payment received for the out-licensing agreement of SYN-020, $1.6 million received for the Research and Development rebate program and $2.3 million in net proceeds received from sales of our Common Stock under the ATM Sales Agreement.

Under the terms of the license agreement we entered into with Rasayana Therapeutics, Inc. ("Rasayana") on February 18, 2026 (the "Rasayana License Agreement"), pursuant to which we granted Rasayana an exclusive worldwide license with the right to grant sublicenses to Research, Develop, Manufacture and Commercialize (as such terms are defined in the Rasayana License Agreement) any Product (as such term is defined in the Rasayana License Agreement), which includes SYN-020, an oral formulation of the recombinant intestinal alkaline phosphatase enzyme, comprising, containing, or covered by the Licensed IP (as such term is defined in the Rasayana License Agreement) and/or devised, developed, or produced using the Licensed IP, we received an upfront payment of $300,000 and we are entitled to receive from Rasayana: (i) development milestone payments of up to an aggregate of $16,000,000; (ii) sales milestone payments of up to an aggregate of $22,000,000 upon achievement of certain development and net sales milestones with respect to Products; and (iii) during the Royalty Term (as such term is defined in the Rasayana License Agreement), tiered royalties ranging from low to mid single digits on net sales of a Product. We will also be entitled to receive a certain percentage of any Sublicense Revenue (as such term is defined in the Rasayana License Agreement) received by Rasayana or its affiliates. However, we do not anticipate receiving any funds due pursuant to the Rasayana License Agreement within the next twelve months.

As of June 30, 2026, we have a significant accumulated deficit, and with the exception of the three months ended June 30, 2010 and the three months ended December 31, 2017, we have experienced significant losses and incurred negative cash flows since inception. We have incurred an accumulated deficit of $364 million as of June 30, 2026, and expect to continue to incur losses in the foreseeable future with the recognition of revenue being contingent on successful phase 3 clinical trials and requisite approvals by the FDA or foreign equivalents and the success of our licensee.

Our cash and cash equivalents totaled $11.3 million as of June 30, 2026, a decrease of $1.7 million from December 31, 2025. During the year ended December 31, 2025 and six months ended June 30, 2026, the primary use of cash was for working capital requirements and operating activities, which resulted in a net loss of $23.7 million and $5.3 million for the year ended December 31, 2025 and the six months ended June 30, 2026, respectively.

With our cash position of $9.6 million as of early August 2026, we believe we will be able to fund our operations into the first quarter of 2027; however, the current cash will only be sufficient to conduct certain limited clinical, regulatory, manufacturing, and preclinical activities as described herein and our cash runway could differ materially from our expectations based on various factors, many of which are out of our control. We continue to experience operating losses and face significant uncertainties related to our business model, market conditions, clinical trial outcomes, FDA review timelines and strategic initiatives. These factors raise substantial doubt about our ability to continue as a going concern beyond the next twelve months without additional capital or other strategic actions. Management has developed plans intended to mitigate these uncertainties, including pursuing strategic collaborations, securing additional financing, prioritizing key development programs and pursuing other strategic alternatives, that may include a business combination, merger or reverse merger. There can be no assurance that such actions will be sufficient to alleviate the going concern uncertainty.

We are devoting substantial time and resources to the strategic review. Despite devoting significant efforts to identify and evaluate potential strategic alternatives, there can be no assurance that this strategic review process will result in us pursuing any transaction or that any transaction, if pursued, will be completed on attractive terms or at all. We have not set a definitive timeline for completion of this strategic review process, and our board of directors has not approved a definitive course of action. Additionally, there can be no assurances that any particular course of action, business arrangement or transaction, or series of transactions, will be pursued, successfully consummated or lead to increased stockholder value.

Based on our current plans, we expect that our cash and cash equivalents will be sufficient to cover overhead costs, commence an approved Phase 2a study evaluating more frequent VCN-01 dosing for a longer period, exploratory VCN-01 manufacturing scale-up activities, regulatory interactions regarding a proposed pivotal clinical trial of VCN-01 in retinoblastoma, and limited preclinical studies supporting VCN-01 and VCN-12, the first candidate from our VCN-X discovery program. We believe that the cash will also be sufficient to fund our committed obligations under the terms of the Share Purchase Agreement entered into in connection with the Acquisition (the “Purchase Agreement”), however, payment of the $5.0 million owed to Grifols Innovation and New Technologies Limited will significantly deplete our cash and cash equivalents, which could materially and adversely affect our liquidity and limit our ability to fund operations or meet other financial obligations. Our current cash will not be sufficient for additional trials of VCN-01 (other than the Phase 2a study evaluating more frequent VCN-01 dosing for a longer period), or additional trials of SYN-004 (ribaxamase), or to complete the last cohort of the Phase 1b/2a clinical trial of SYN-004, which are expected to require significant cash expenditures. Following the completion of our ongoing Phase 1 and Phase 2b clinical trials for VCN-01, and limited preclinical studies supporting VCN-01 and our discovery initiatives, we will need to obtain additional funds for future clinical trials. We anticipate that our future clinical trials will be much larger in size and require larger cash expenditures than the aforementioned clinical programs. We do not have any committed sources of financing for future clinical trials at this time, and it is uncertain whether additional funding will be available when we need it on terms that will be acceptable to us, or at all. Management believes its plan, which is focused on the advancement of VCN-01, will allow us to meet our financial obligations, further advance key products, and maintain our planned operations. Based upon our current available funding and our focus on our clinical development of VCN-01 we do not anticipate that we will fund the last cohort of the Phase 1b/2a clinical trial of SYN-004 and enrollment in this cohort will not commence unless we obtain grant funding, or find a licensee or partner for the SYN-004 development program. However, the amount of additional capital needed by us will also depend upon the costs to advance our VCN-01 clinical programs.

We are actively pursuing additional equity or debt financing opportunities, in the form of either a private placement or a public offering and have been engaged in ongoing discussions with strategic institutional investors and investment banks with respect to such possible offerings as well as other strategic alternatives. Potential sources of financing that we are pursuing include strategic relationships, licensing arrangements, public or private sales of our equity or debt and other sources. Such additional financing opportunities might not be available to us when and if needed, on acceptable terms or at all. We may attempt to utilize the ATM Sales Agreement or seek to raise additional capital in other financing transactions, neither of which is guaranteed. We cannot assure that we will meet the requirements for use of the ATM Sales Agreement especially in light of the fact that we are currently limited by rules of the SEC as to the number of shares of Common Stock that we can sell pursuant to the ATM Sales Agreement due to the market value of our Common Stock held by non-affiliates. Even if we meet the requirements for use of the ATM Sales Agreement, there can be no assurance that we

We will need to raise additional capital to fund our operations and meet our current timelines and we cannot be certain that funding will be available on acceptable terms on a timely basis, or at all. The amount of government funding available for grants is dependent upon governmental budgets over which we have no control and which change with new administrations. Based on our current plans, we expect that our current cash will be sufficient to fund operations into the first quarter of 2027 and will only be sufficient to cover overhead costs, commence an approved Phase 2a study in metastatic PDAC patients evaluating more frequent VCN-01 dosing for a longer period, conduct exploratory VCN-01 manufacturing scale-up activities, complete regulatory interactions regarding a proposed pivotal clinical trial of VCN-01 in retinoblastoma, and undertake limited preclinical studies supporting VCN-01 and VCN-12, the first candidate from our VCN-X discovery program. We believe our cash will also be sufficient to fund our committed obligations under the terms of the Purchase Agreement related to the Acquisition, but may not be sufficient for additional trials of VCN-01 (other than the Phase 2a study evaluating more frequent VCN-01 dosing for a longer period), or SYN-004, or to complete the last cohort of the Phase 1a/2a clinical trial of SYN-004, which are expected to require significant cash expenditures. In addition, based on the significant anticipated cost of a Phase 3 clinical program in a broad indication for SYN-004, we expect it will not be feasible for us to initiate and complete this trial at this time without a partner given the capital constraints tied to our current market cap and share price. We intend to focus our capital on our VCN-01 clinical trials and do not intend to provide further funding for our development of SYN-004 internally. Any future development of SYN-004 is expected to be funded from out-licensing or partnering for which there can be no assurance. Further development of VCN's product candidates will require additional funding. To the extent that we raise additional funds by issuing equity securities, our stockholders may experience significant dilution. Any debt financing, if available, may involve restrictive covenants that may impact our ability to conduct our business and also have a dilutive effect on our stockholders. A failure otherwise to secure additional funds when needed in the future whether through an equity or debt financing or a sufficient amount of capital without a strategic partnership could result in us being unable to complete planned preclinical and clinical trials or obtain approval of our product candidates from the FDA and other regulatory authorities. In addition, we could be forced to delay, discontinue or curtail product development, forgo sales and marketing efforts, and forgo licensing in attractive business opportunities, cease operations, sell or otherwise liquidate our assets or reorganize the Company, or complete a combination of the foregoing. Our ability to raise capital through the sale of securities may be limited by the rules of the SEC and NYSE American that place limits on the number and dollar amount of securities that may be sold. There can be no assurances that we will be able to raise the funds needed, especially in light of the fact that our ability to sell securities registered on our registration statement on Form S-3 will be limited until such time the market value of our voting securities held by non-affiliates is $75 million or more. We also may be required to seek collaborators for our product candidates at an earlier stage than otherwise would be desirable and on terms that are less favorable than might otherwise be available.

Our activities to evaluate and pursue potential strategic alternatives may not result in any transaction or enhance stockholder value.

We are evaluating and exploring a variety of strategic alternatives focused on maximizing stockholder value, including, but not limited to, an acquisition, merger, reverse merger, other business combination, sales of assets or other strategic transactions. Our ability to successfully execute on a strategic alternative is dependent on a number of factors and we may not be able to execute upon a transaction or other strategic alternative upon favorable terms within an advantageous timeframe and recognize significant value for our assets, if at all. Additionally, the negotiation and consummation of a transaction or other strategic alternative may be costly and time-consuming. Any executed strategic alternative may not maximize or even enhance stockholder value, could result in total costs and expenses that are greater than expected, could make it more difficult to attract and retain qualified personnel and may disrupt our operations, each of which could have a material adverse effect on our business.

The market price of our Common Stock may reflect a market assumption that a strategic alternative will occur, and a failure to complete a strategic alternative could result in negative investor perceptions and could cause a decline in the market price of our Common Stock, which could adversely affect our ability to access the equity and financial markets, as well as our ability to explore and enter into different strategic alternatives. There can be no certainty that any strategic alternative will be completed, be on attractive terms, enhance stockholder value or deliver the anticipated benefits, and successful integration or execution of the strategic alternatives will be subject to additional risks.

ITEM 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS.

(a) Unregistered Sales of Equity Securities

We did not sell any equity securities during the three months ended June 30, 2026 in transactions that were not registered under the Securities Act other than as previously disclosed in our filings with the SEC.

(b) Use of Proceeds

Not applicable.

(c) Issuer Purchases of Equity Securities

Not applicable.

ITEM 3. DEFAULTS UPON SENIOR SECURITIES.

Not applicable.

ITEM 4. MINE SAFETY DISCLOSURES.

Not applicable.

ITEM 5. OTHER INFORMATION.

Disclosure of Material Event

The information set forth below is included herein for purposes of providing disclosures under Items 1.01 and 5.02 of Form 8-K.

Shallcross Amended and Restated Employment Agreement

Mr. Shallcross has served as our Chief Financial Officer since June 1, 2015, initially pursuant to the terms of a two year employment agreement that we entered with him on April 28, 2015, which was replaced by an employment agreement we entered into with him on December 6, 2018 when he became our Chief Executive Officer, which was replaced by a three year employment agreement we entered into with him on January 3, 2022 which expired on January 3, 2025 (the “2022 Shallcross Employment Agreement”). On March 3, 2025, we entered into a new employment agreement with Mr. Shallcross (the “2025 Shallcross Employment Agreement”) for a term of two years, pursuant to which he continued to serve as our Chief Executive Officer and Chief Financial Officer. On August 10, 2026, we entered into an Amended and Restated Employment Agreement with Mr. Shallcross (the “Amended and Restated Shallcross Employment Agreement”), which replaced and superseded the 2025 Shallcross Employment Agreement in its entirety. The Amended and Restated Shallcross Employment Agreement has a stated term of two years from the date of execution of such agreement (the “Employment Term”) and provides for Mr. Shallcross to serve as our President, Chief Executive Officer and Chief Financial Officer. Mr. Shallcross does not receive additional compensation for service as our director.

Pursuant to the Amended and Restated Shallcross Employment Agreement, Mr. Shallcross is entitled to an annual base salary of $687,562, subject to review and adjustment from time to time by the Board (or a committee thereof) in its sole discretion, but which may not be decreased. Mr. Shallcross is also eligible to receive an annual cash performance bonus of up to fifty percent (50%) of his annual base salary and payable based upon the Board's assessment of Mr. Shallcross’ performance and the Company's attainment of targeted goals as set by the Board in its sole discretion, as well as discretionary annual equity awards pursuant to the Company’s incentive equity plans.

The Amended and Restated Shallcross Employment Agreement contains confidentiality obligations and invention assignments by Mr. Shallcross, which are governed by the Proprietary Information, Inventions, Non-Solicitation and Non-Competition Agreement, dated February 27, 2017, which remains in full force and effect. The Amended and Restated Shallcross Employment Agreement also contains non-competition and non-solicitation provisions applicable during the Employment Term and for the one-year period thereafter.

The Amended and Restated Shallcross Employment Agreement provides that if Mr. Shallcross' employment is terminated for any reason, he or his estate as the case may be, will be entitled to receive the unpaid base salary through the date of termination and accrued vacation, any unpaid annual bonus earned with respect to any calendar year ending on or preceding the date of termination, reimbursement for any unreimbursed expenses incurred through the date of termination, and all other payments and benefits to which Mr. Shallcross may be entitled under the terms of any applicable compensation arrangement or benefit, equity or perquisite plan or program or grant (the "Accrued Amounts"). Upon termination due to Disability (as such term is defined in the Amended and Restated Shallcross Employment Agreement) or death, Mr. Shallcross or his estate shall be entitled to exercise any vested equity awards for a period equal to the shorter of: (i) six (6) months after termination, or (ii) the remaining term of the awards. If Mr. Shallcross' employment is terminated by us for Cause (as such term is defined in the Amended and Restated Shallcross Employment Agreement) or by Mr. Shallcross without Good Reason, Mr. Shallcross shall be entitled to receive any Accrued Amounts only.

If Mr. Shallcross' employment is terminated by us without Cause (and not due to Disability or death) or by Mr. Shallcross for Good Reason (as such term is defined in the Amended and Restated Shallcross Employment Agreement), then, subject to him executing a general release in form acceptable to us that becomes effective, in addition to paying the Accrued Amounts, (a) we will continue to pay his then current base salary for a period of twelve (12) months following the termination date, (b) if Mr. Shallcross timely elects continued coverage under COBRA, we will pay the COBRA premiums necessary to continue health insurance coverage for Mr. Shallcross and his covered dependents until the earliest of twelve (12) months following the termination date, the date Mr. Shallcross becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment, or the date Mr. Shallcross ceases to be eligible for COBRA continuation coverage for any reason, and (c) all unvested stock options and other equity awards shall immediately vest and he shall be entitled to exercise any such vested equity awards for a period equal to the shorter of: (1) eighteen (18) months after termination, or (2) the remaining term of the awards. In addition, Mr. Shallcross will be eligible to receive a pro-rata portion of his annual bonus, as determined by the Board of Directors, for the performance year in which the termination occurs.

For purposes of the Amended and Restated Shallcross Employment Agreement, a "Change in Control" includes: (i) the acquisition by any person or entity of beneficial ownership of securities representing 50% or more of our voting power; (ii) a merger or consolidation in which our stockholders immediately prior to the transaction do not retain a majority of the voting power of the surviving entity; (iii) the sale of substantially all of our assets or our liquidation or dissolution; or (iv) the execution of a definitive agreement providing for a transaction involving us and a non-listed private operating company, including a reverse merger, sign and close reverse merger, forward merger, share exchange, asset acquisition, recapitalization or similar transaction, that is intended to ultimately result in a change of the majority of the board of directors or a shift in majority voting power from our pre-transaction stockholders after consummation of all of the transactions contemplated by the relevant transaction documents, included the conversion of securities issued as merger consideration. In the case of a Change in Control, Mr. Shallcross' 180-day period for providing notice of Good Cause will not begin until all conditions necessary to effect the employee's change in title or position have occurred and any required stockholder approvals relating to the resulting ownership changes have been obtained.

The Amended and Restated Shallcross Employment Agreement provides that upon the occurrence of a Change in Control, all unvested stock options and other equity awards shall immediately vest (and any equity awards subject to the satisfaction of performance goals shall be deemed earned at not less than target performance) and the time period that Mr. Shallcross will have to exercise all vested stock options and other awards shall be equal to the shorter of: (i) twenty-four (24) months after termination, or (ii) the remaining term of the awards.

If within eighteen (18) months after the occurrence of a Change in Control, Mr. Shallcross terminates his employment for Good Reason or we terminate Mr. Shallcross' employment without Cause, Mr. Shallcross will be entitled to receive: (i) the portion of his base salary for periods prior to the effective date of termination accrued but unpaid (if any); (ii) all unreimbursed expenses (if any); (iii) an aggregate amount (the "Change in Control Severance Amount") equal to two (2) times the sum of his base salary plus an amount equal to the bonus that would be payable if the target level performance were achieved under our annual bonus plan (if any) in respect of the fiscal year during which the termination occurs (or the prior fiscal year if bonus levels have not yet been established for the year of termination); and (iv) a payment equal to twenty-four (24) times the monthly COBRA premium for Mr. Shallcross and his eligible dependents (at the rate in effect for Mr. Shallcross' coverage at the time of his termination), subject to him executing a general release in form acceptable to us that becomes effective. An amount equal to $500,000 shall be allocated from the Change in Control Severance Amount as, and deemed, a payment to Mr. Shallcross in exchange for Mr. Shallcross' covenant not to compete.

Upon the termination of employment for Good Reason by Mr. Shallcross or upon the involuntary termination of employment by the Company for any reason other than death, Disability or Cause, in either case within eighteen (18) months after the occurrence of a

3.17	Certificate of Amendment to Articles of Incorporation (Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed on October 12, 2022 (File No. 001-12584.)
3.18	Certificate of Change to Articles of Incorporation (Incorporated by reference to Exhibit 3.2 of the Registrant's Current Report on Form 8-K filed on October 12, 2022 (File No. 001-12584.)
3.19	Second Amended and Restated Bylaws (Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed August 11, 2023, File No. 001-12584.)
3.20	Certificate of Change filed with the Secretary of State of the State of Nevada on August 22, 2024 (effective as of August 26, 2024) (Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed August 26, 2024, File No. 001-12584.)
3.21	Certificate of Change to the Articles of Incorporation (Incorporated by reference to Exhibit 3.1 of the Registrant's Current Report on Form 8-K filed November 1, 2024, File No. 001-12584.)
10.1*	Amended and Restated Employment Agreement, dated August 10, 2026, by and between Theriva Biologics, Inc. and Steven A. Shallcross
31.1*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to Rule 13a-14(a)/15d-14(a)
32.1*	Certification of Principal Executive Officer and Principal Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	Inline XBRL Instance Document*
101.SCH	Inline XBRL Taxonomy Extension Schema*
101.CAL	Inline XBRL Taxonomy Extension Calculation Linkbase*
101.DEF	Inline XBRL Taxonomy Extension Definition Linkbase*
101.LAB	Inline XBRL Taxonomy Extension Label Linkbase*
101.PRE	Inline XBRL Taxonomy Extension Presentation Linkbase*
104	Cover Page Interactive Data File (formatted in XBRL in Exhibit 101)

*Filed or furnished herewith.

Mark Joseph Nejmeh
P.O. Box 589
Clifton, New Jersey 07012
Telephone: 732-995-3914
Email: research@warrantwire.com
Plaintiff, self-represented

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

MARK JOSEPH NEJMEH, Plaintiff, v. THERIVA BIOLOGICS, INC., a Nevada corporation, Defendant.	**Case No. ___________________________** **EXHIBIT M** **TO VERIFIED COMPLAINT AND EMERGENCY MOTION**

EXHIBIT M

Theriva Form 8-K filed October 17, 2025, inducement agreement, and form of New Warrant.

Place the exhibit identified above immediately behind this cover sheet.

Exhibit M SEC EDGAR Source Index

October 2025 warrant-inducement Form 8-K and transaction exhibits.

Date	Document	Direct SEC source
Oct. 17, 2025	Form 8-K	https://www.sec.gov/Archives/edgar/data/894158/000110465925100468/tm2528131d2_8k.htm
Oct. 17, 2025	Exhibit 10.1 - Warrant Inducement Agreement	https://www.sec.gov/Archives/edgar/data/894158/000110465925100468/tm2528131d2_ex10-1.htm
Oct. 17, 2025	Exhibit 4.1 - Form of New Warrant	https://www.sec.gov/Archives/edgar/data/894158/000110465925100468/tm2528131d2_ex4-1.htm
Oct. 17, 2025	Exhibit 99.1 - Press Release	https://www.sec.gov/Archives/edgar/data/894158/000110465925100468/tm2528131d2_ex99-1.htm

The pages that follow are copies or clearly identified excerpts of documents filed by Theriva Biologics, Inc. with the Securities and Exchange Commission. EDGAR is the authoritative source.

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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): October 16, 2025

THERIVA BIOLOGICS, INC.

(Exact name of registrant as specified in its charter)

Nevada	001-12584	13-3808303
(State or other jurisdiction of incorporation)	(Commission File No.)	(IRS Employer Identification No.)

9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850
(Address of principal executive offices and zip code)

(301) 417-4364
Registrant's telephone number, including area code

N/A
(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 (see General Instruction A.2. below):

¨ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

¨ Soliciting material pursuant to Rule 14a-12(b) under the Exchange Act (17 CFR 240.14a-12)

¨ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

¨ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value $0.001 per share	TOVX	NYSE American

Indicate by check mark whether the registrant is an emerging growth company as defined in in Rule 405 of the Securities Act of 1933 (17 CFR §230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2 of this chapter).

Emerging growth company ¨

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

Item 1.01. Entry into a Material Definitive Agreement.

Warrant Inducement Agreement and Issuance of New Warrants

On October 16, 2025, Theriva Biologics, Inc. (the "Company") entered into a warrant inducement agreement (the "Inducement Agreement") with certain holders named therein (the "Holders") of existing Common Stock Purchase Warrants to purchase up to an aggregate of 8,092,280 shares of the Company's common stock, par value $0.001 per share (the "Common Stock"), consisting of (i) Common Stock Purchase Warrants to purchase up to an aggregate of 1,345,000 shares of Common Stock issued on September 27, 2024 (the "September Warrants") and (ii) Common Stock Purchase Warrants to purchase up to an aggregate of 6,747,280 shares of Common Stock issued on May 8, 2025 (the "May Warrants" and, together with the September Warrants, the "Existing Warrants"). Pursuant to the Inducement Agreement, (1) the Holders agreed to exercise for cash the Existing Warrants at a reduced exercise price of $0.54 per share and (2) the Company agreed to issue to the Holders new Common Stock Purchase Warrants to purchase up to an aggregate of 16,184,560 shares of Common Stock (the "New Warrants").

The issuance of shares of Common Stock underlying the September Warrants has been registered pursuant to an effective registration statement on Form S-1 (File No. 333-282024), which was initially filed with the Securities and Exchange Commission (the "Commission") on September 10, 2024, as subsequently amended, and declared effective by the Commission on September 25, 2024 (the "September Warrants Registration Statement"), and the issuance of shares of Common Stock underlying the May Warrants has been registered pursuant to an effective registration statement on Form S-1 (File No. 333-283722), which was initially filed with the Commission on December 10, 2024, as subsequently amended, and declared effective by the Commission on May 7, 2025 (the "May Warrants Registration Statement" and, together with the September Warrants Registration Statement, the "Registration Statements").

The transactions contemplated by the Inducement Agreement closed on October 17, 2025 (the "Closing Date"). The Company received aggregate gross proceeds of approximately $4.4 million for the exercise of the Existing Warrants, before deducting placement agent fees and other expenses payable by the Company.

In consideration of the Holders' agreement to exercise the Existing Warrants (the "Warrant Exercise"), at the reduced exercise price of $0.54 per share, in accordance with the Inducement Agreement, the Company issued to the Holders New Warrants to purchase an aggregate of 16,184,560 shares of Common Stock, equal to 200% of the number of shares of Common Stock underlying the Existing Warrants, at an exercise price of $0.54 per share. The shares of Common Stock issuable upon exercise of the New Warrants are hereinafter referred to collectively as the "New Warrant Shares." The New Warrants are exercisable for a term of five (5) years from the date of Stockholder Approval (as hereinafter defined). The New Warrants and the New Warrant Shares were issued in a private placement and have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), and were instead offered pursuant to the exemption provided in Section 4(a)(2) under the Securities Act and Rule 506(b) promulgated thereunder.

The Company agreed in the Inducement Agreement to file a registration statement to register the resale of the New Warrant Shares (the "Resale Registration Statement") as soon as practicable (and in any event within 30 calendar days following the date of the Inducement Agreement), and to use commercially reasonable efforts to have such Resale Registration Statement declared effective by the Commission within 60 days following the date of the Inducement Agreement (or 90 days following the date of the Inducement Agreement in the event of a "limited review" or "full review" by the Commission), provided, however, that if the Commission is closed for operations due to a government shutdown, the applicable deadline for the Resale Registration Statement becoming effective shall be extended by the same amount of days that the Commission remains closed for operations, and to keep the Resale Registration Statement effective at all times until no holder of the New Warrants owns any New Warrants or New Warrant Shares.

"Stockholder Approval" means such approval from the stockholders of the Company of the full exercise of the New Warrants and the issuance of all of the New Warrant Shares upon the exercise thereof, it being understood that no portion of the New Warrants may be exercised until such approval from the Company's stockholders is obtained. The Company shall use its reasonable best efforts to obtain all components of the Stockholder Approval. If the Company does not obtain all components of the Stockholder Approval at the first meeting of its stockholders called within sixty (60) days following the Closing Date, the Company shall call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

Pursuant to the Inducement Agreement, the Company has agreed, with certain limited exceptions, for 45 days following the Closing Date, not to issue any shares of Common Stock or Common Stock Equivalents (as defined in the New Warrants) or to file any registration statement, subject to certain exceptions. The Company has also agreed not to enter into a Variable Rate Transaction (as defined in the Inducement Agreement) for a period of 90 days following the Closing Date, provided however that sales pursuant to an at-the-market are permitted to be made beginning five (5) days after Closing Date.

The Company expects to use the net proceeds from the Warrant Exercise for working capital.

A.G.P./Alliance Global Partners LP ("AGP") served as the Company's exclusive financial advisor in connection with the Warrant Exercise and other transactions described in the Inducement Agreement. Pursuant to the terms of an engagement letter, dated October 16, 2025, by and between the Company and AGP (the "Engagement Letter"), the Company agreed to pay to AGP a cash fee equal to 7.0% of the aggregate gross proceeds received from the Holder upon exercise of the Existing Warrants and reimbursement of certain expenses.

Terms of the New Warrants

The New Warrants are exercisable on the date of Stockholder Approval and approval of the NYSE American in compliance with its rules and regulations and will expire on the fifth anniversary of the date of Stockholder Approval. If at any time after the date of Stockholder Approval a registration statement registering the issuance of the New Warrant Shares under the Securities Act is not effective or available, the holder may, in its sole discretion, elect to exercise the New Warrants through a cashless exercise, in which case the holder would receive upon such exercise the net number of shares of Common Stock determined according to the formula set forth in the New Warrants.

The exercise price of the New Warrants, and the number of New Warrant Shares, will be subject to adjustment in the event of any stock dividend or split, recapitalization, reorganization or similar transaction, as described in the New Warrants.

A holder of New Warrants will not have the right to exercise any portion of the New Warrants if the holder (together with its affiliates) would beneficially own in excess of 4.99% (or, upon election of the holder, 9.99%) of the number of shares of Common Stock outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the New Warrants. However, a holder may increase or decrease such percentage, provided that any increase will not be effective until the 61st day after such election.

In the event of a Fundamental Transaction (as such term is defined in the New Warrants), then the successor entity will succeed to, and be substituted for the Company, and may exercise every right and power that the Company may exercise and will assume all of its obligations under the New Warrants with the same effect as if such successor entity had been named in the warrant itself. If holders of Common Stock are given a choice as to the securities, cash or property to be received in a Fundamental Transaction, then a holder of the New Warrants shall be given the same choice as to the consideration it receives upon any exercise of the New Warrants following such Fundamental Transaction. In addition, the successor entity, at the request of holders of New Warrants, will be obligated to purchase any unexercised portion of the New Warrants in accordance with the terms thereof. Notwithstanding the foregoing, in the event of a Fundamental Transaction, the holders of the New Warrants have the right to require the Company or a successor entity to purchase the New Warrant for cash in the amount of the Black Scholes Value (as defined in the New Warrant) of the unexercised portion of the New Warrants concurrently with or within 30 days following the consummation of a Fundamental Transaction. However, in the event of a Fundamental Transaction which is not in the Company's control, including a Fundamental Transaction not approved by the Company's board of directors, the holders of the New Warrants will only be entitled to receive from the Company or its successor entity, as of the date of consummation of such Fundamental Transaction, the same type or form of consideration (and in the same proportion), at the Black Scholes Value of the unexercised portion of the New Warrant that is being offered and paid to the holders of Common Stock in connection with the Fundamental Transaction, whether that consideration is in the form of cash, stock or any combination of cash and stock, or whether the holders of Common Stock are given the choice to receive alternative forms of consideration in connection with the Fundamental Transaction.

Except as otherwise provided in the New Warrants or by virtue of such holder's ownership of shares of Common Stock, the holder of a New Warrants will not have the rights or privileges of a holder of Common Stock, including any voting rights, until the holder exercises such warrant.

The foregoing summaries of the Warrant Exercise, including the securities to be issued in connection therewith, the Inducement Agreement and the New Warrants do not purport to be complete and are qualified in their entirety by reference to the definitive transaction documents, copies of which are attached hereto as Exhibits 10.1 and 4.1, respectively, and are each incorporated herein by reference.

The Company notes that the representations, warranties and covenants made by the Company in any agreement that is incorporated by reference herein were made solely for the benefit of the parties to such agreement, including, in some cases, for the purpose of allocating risk among the parties to such agreements. In addition, the assertions embodied in any representations, warranties and covenants contained in such agreements may be subject to qualifications with respect to knowledge and materiality different from those applicable to security holders generally. Moreover, such representations, warranties or covenants were accurate only as of the date when made, except where expressly stated otherwise. Accordingly, such representations, warranties and covenants should not be relied on as accurately representing the current state of the Company's affairs at any time.

This Current Report on Form 8-K does not constitute an offer to sell or the solicitation of an offer to buy, and these securities cannot be sold in any state or jurisdiction in which this offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of any state or jurisdiction. Any offer will be made only by means of a prospectus, including a prospectus supplement, forming a part of the effective registration statement.

Item 3.02. Unregistered Sales of Equity Securities

The disclosure regarding the New Warrants and the New Warrant Shares set forth under Item 1.01 is incorporated by reference into this Item 3.02. None of the New Warrants or the New Warrant Shares have been registered under the Securities Act pursuant to the exemption provided in Section 4(a)(2) under the Securities Act and Rule 506(b) promulgated thereunder, and none may be sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act.

Item 8.01. Other Events

On October 16, 2025, the Company issued a press release regarding the pricing of the transaction described in Item 1.01, a copy of which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

The following exhibits are filed herewith:

Exhibit No.		**Description**
4.1		Form of New Warrant
10.1		Form of Warrant Inducement Agreement
99.1		Press release issued by Theriva Biologics, Inc. dated October 16, 2025 (pricing of the offering)
104		Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Dated: October 17, 2025

THERIVA BIOLOGICS, INC.

By: /s/ Steven A. Shallcross
Name: Steven A. Shallcross
Title: Chief Executive Officer and Chief Financial Officer

Exhibit 10.1

THERIVA BIOLOGICS, INC.
9605 Medical Center Drive, Suite 270
Rockville, Maryland 20850

October 16, 2025

To the Holder of September 2024 and May 2025 Common Stock Purchase Warrants

Re: Inducement Offer to Exercise Existing Common Stock Purchase Warrants

Dear Holder:

THERIVA BIOLOGICS, INC. (the "Company") is pleased to offer (this "Inducement Offer") to you ("Holder", "you" or similar terminology) the opportunity to receive new warrants (the "New Warrants") to purchase up to a number of shares (the "New Warrant Shares") of Common Stock, par value $0.001 per share (the "Common Stock"), equal to **200%** of the number of shares of Common Stock issuable to you pursuant to the exercise of those certain Common Warrant to Purchase Shares of Common Stock issued to you on September 27, 2024 (the "September 2024 Existing Common Warrants") and May 8, 2025 (the "May 2025 Existing Common Warrants" and together with the September 2024 Existing Common Warrants, the "Existing Common Warrants"), as more particularly set forth on the signature page hereto, in consideration for exercising for cash any or all such Existing Common Warrants. The issuance, or resale, of shares of Common Stock underlying the September 2024 Existing Common Warrants have been registered pursuant to an effective registration statement on Form S-1 (File No. 333-282024) and the issuance, or resale, of shares of Common Stock underlying the May 2025 Existing Common Warrants have been registered pursuant to an effective registration statement on Form S-1 (File No. 333-283722). The shares of Common Stock underlying the Existing Common Warrants are referred to herein as the "Existing Warrant Shares" and the registration statements referenced in the foregoing sentence is referred to herein collectively as the "Registration Statement." The Registration Statement is currently effective and, upon exercise of the Existing Common Warrants pursuant to this letter agreement (the "Inducement Agreement," and together with the Existing Common Warrants and the New Warrants (as defined below), the "Transaction Documents"), will be effective for the issuance or resale of the Existing Warrant Shares, as applicable. Capitalized terms not otherwise defined herein shall have the meanings set forth in the New Warrants.

The Company is making you this Inducement Offer during the period from the date of this Inducement Agreement set forth above and until 11:30 am, Eastern Time, on **October 16, 2025** (the "Exercise Period"). Exercise of the Existing Common Warrants may be made, in whole or in part, at any time or times during the Exercise Period by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise attached to the Existing Common Warrants, as applicable; *provided*, that the exercise of Existing Common Warrants will be accompanied by payment in full of the Exercise Price (as defined below) to the Company.

The Company desires to reduce the Exercise Price of the Existing Common Warrants to $0.54 per share (the "Exercise Price"). In consideration for exercising Existing Common Warrants held by Holder, and each time that the Holder exercises Existing Common Warrants pursuant to the terms of this Inducement Offer (the "Warrant Exercise"), the Company hereby offers to issue you or your designees the following New Warrants:

(i) Unregistered Common Stock purchase warrants (the "New Warrants"), pursuant to Section 4(a)(2) of the Securities Act, to purchase up to a number of New Warrant Shares equal to 200% of the number of Existing Warrant Shares issued pursuant to such exercise of Existing Common Warrants. The New Warrants will be substantially in the form as set forth in **Exhibit A** hereto. The New Warrants will be initially exercisable on the Stockholder Approval Date, have an exercise price of $0.54 per share and have a term of exercise of five (5) years from the Stockholder Approval Date.

The New Warrants certificates will be delivered within one (1) Trading Day following the Warrant Exercise, and such New Warrants, together with any New Warrant Shares, shall, unless and until registered, contain customary restrictive legends and other language typical for an unregistered warrant and unregistered shares. Notwithstanding anything herein to the contrary, and subject to the exercise limitation set forth above, in the event that any Warrant Exercise would otherwise cause the Holder to exceed the beneficial ownership limitations ("Beneficial Ownership Limitation") set forth in Section 2(f) of the Existing Common Warrants (or, if applicable and at the Holder's election, 9.99%), the Company shall only issue such number of Existing Warrant Shares to the Holder that would not cause the Holder to exceed the maximum number of Existing Warrant Shares permitted thereunder, as directed by the Holder, with the balance to be held in abeyance until notice from the Holder that the balance (or portion thereof) may be issued in compliance with such limitations, which abeyance shall be evidenced through the Existing Common Warrants which shall be deemed prepaid thereafter (including the payment in full of the exercise price), and exercised pursuant to a Notice of Exercise in the Existing Common Warrants (provided no additional exercise price shall be due and payable). The parties hereby agree that the Beneficial Ownership Limitation for purposes of the Existing Common Warrants is as set forth on the Holder's signature page hereto.

Expressly subject to the paragraph immediately following this paragraph below, Holder may accept this Inducement Offer by signing this letter below, which constitutes the Holder's acceptance to exercise Existing Common Warrants at the Holder's own discretion subject to the Beneficial Ownership Limitation set forth in Section 2(e) of the Existing Common Warrants.

The Holder also agrees to amend Section 4.10(b) of the Securities Purchase Agreement entered into on May 7, 2025 by and between the Company and each purchaser identified on the signature pages thereto (the "May 2025 Securities Purchase Agreement"), for the limited purpose of this Inducement Agreement and any other inducement agreement entered into by other holders of May 2025 Existing Common Warrants with respect to the Inducement Offer being made herein, including, but not limited to the filing of a resale registration statement with the Securities and Exchange Commission (the "Commission") registering the New Warrant Shares.

In addition, the Company agrees to the representations, warranties and covenants set forth on **Annex A** attached hereto.

The Holder represents and warrants that, as of the date hereof, the Holder is fully aware of, and has reviewed all of the Company's public filings.

Holder represents and warrants that, as of the date hereof it is, and on each date on which it exercises any New Warrants it will be, an "accredited investor" as defined in Rule 501 of Regulation D promulgated under the Securities Act, and agrees that the New Warrants will contain restrictive legends when issued, and neither the New Warrants nor the shares of Common Stock issuable upon exercise of the New Warrants will be registered under the Securities Act, except as provided in **Annex A** attached hereto. Also, Holder represents and warrants that it is acquiring the New Warrants as principal for its own account and has no direct or indirect arrangement or understandings with any other persons to distribute or regarding the distribution of the New Warrants or the New Warrant Shares (this representation is not limiting Holder's right to sell the New Warrant Shares pursuant to an effective registration statement under the Securities Act or otherwise in compliance with applicable federal and state securities laws).

The Holder understands that the issuance of the New Warrants and the New Warrant Shares are not, and may never be, registered under the Securities Act, or the securities laws of any state and, accordingly, each certificate, if any, representing such securities shall bear a legend substantially similar to the following:

"THIS SECURITY HAS NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS."

Upon the Holder's exercise of the New Warrants, certificates evidencing the New Warrant Shares shall not contain any legend (including the legend set forth above), (i) while a registration statement covering the resale of such New Warrant Shares is effective under the Securities Act, (ii) following any sale of such New Warrant Shares pursuant to Rule 144 under the Securities Act, (iii) if such New Warrant Shares are eligible for sale under Rule 144 (assuming cashless exercise of the New Warrants), without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 as to such New Warrant Shares and without volume or manner-of-sale restrictions, (iv) if such New Warrant Shares may be sold under Rule 144 (assuming cashless exercise of the New Warrants) and the Company is then in compliance with the current public information requirement under Rule 144 as to such New Warrant Shares, or (v) if such legend is not required under applicable requirements of the Securities Act (including judicial interpretations and pronouncements issued by the staff of the Commission and the earliest of clauses (i) through (v), the "Delegend Date")). The Company shall cause its counsel to issue a legal opinion to the Transfer Agent promptly after the Delegend Date if required by the Company and/or the Transfer Agent to effect the removal of the legend hereunder, or at the request of the Holder, which opinion shall be in form and substance reasonably acceptable to the Holder. From and after the Delegend Date, such New Warrant Shares shall be issued free of all legends, provided that, upon request of the Company (which request shall also include a form of customary representation letter), the Holder has delivered in advance to the Company a customary representation letter that is reasonably satisfactory to the Company and its counsel. The Company agrees that following the Delegend Date or at such time as such legend is no longer required under this Section, it will, no later than two (2) Trading Days following the delivery by the Holder to the Company or the Transfer Agent of a certificate representing the New Warrant Shares issued with a restrictive legend, along with such certificate(s) or other documentation reasonably requested by the Company's counsel and/or the Company's transfer agent (the "Transfer Agent"), including a customary representation letter, in form and substance reasonably acceptable to the Company's counsel and/or the Transfer Agent (such second (2^{nd}) Trading Day, the "Legend Removal Date"), deliver or cause to be delivered to the Holder a certificate representing such shares that is free from all restrictive and other legends or, at the request of the Holder, shall credit the account of the Holder's prime broker with the Depository Trust Company System as directed by the Holder.

In addition to the Holder's other available remedies, the Company shall pay to a Holder, in cash, (i) as partial liquidated damages and not as a penalty, for each $1,000 of New Warrant Shares (based on the VWAP of the Common Stock on the date such New Warrant Shares are submitted to the Transfer Agent) delivered for removal of the restrictive legend, $10 per Trading Day (increasing to $20 per Trading Day five (5) Trading Days after such damages have begun to accrue) for each Trading Day after the Legend Removal Date until such certificate is delivered without a legend and (ii) if the Company fails to (a) issue and deliver (or cause to be delivered) to the Holder by the Legend Removal Date a certificate representing the New Warrant Shares free from all restrictive and other legends and (b) if after the Legend Removal Date the Holder purchases (in an open market transaction or otherwise) shares of Common Stock to deliver in satisfaction of a sale by the Holder of all or any portion of the number of shares of Common Stock, or a sale of a number of shares of Common Stock equal to all or any portion of the number of shares of Common Stock that the Holder anticipated receiving from the Company without any restrictive legend, then, an amount equal to the excess of the Holder's total purchase price (including brokerage commissions and other out-of-pocket expenses, if any) for the shares of Common Stock so purchased (including brokerage commissions and other out-of-pocket expenses, if any) over the product of (A) such number of New Warrant Shares that the Company was required to deliver to the Holder by the Legend Removal Date and for which the Holder was required to purchase shares to timely satisfy delivery requirements, multiplied by (B) the weighted average price at which the Holder sold that number of shares of Common Stock.

If this Inducement Offer is accepted and the transaction documents are executed, then on or before 8:00 a.m., Eastern Time, on the date hereof, the Company shall issue a press release and/or file a Current Report on Form 8-K with the Commission disclosing all material terms of the transactions contemplated hereunder, including this Inducement Agreement as an exhibit thereto with the Commission. From and after the issuance of such press release or filing of such Current Report on Form 8-K, as applicable, the Company represents to you that it shall have publicly disclosed all material, non-public information delivered to you by the Company, or any of its respective officers, directors, employees or agents in connection with the transactions contemplated hereunder. In addition, effective upon the issuance of such press release and/or filing of such Current Report on Form 8-K, the Company acknowledges and agrees that any and all confidentiality or similar obligations under any agreement, whether written or oral, between the Company, any of its Subsidiaries or any of their respective officers, directors, agents, employees or Affiliates on the one hand, and you and your Affiliates on the other hand, shall terminate. The Company represents, warrants and covenants that, upon acceptance of this Inducement Offer, and upon issuance of the New Warrant Shares, the New Warrant Shares shall be issued free of any legends or restrictions on resale by Holder.

No later than the first (1st) Trading Day following the date hereof, the closing ("Closing") shall occur at such location as the parties shall mutually agree. The date of the Closing of the exercise of the Existing Common Warrants shall be referred to as the "Closing Date." Unless otherwise directed by Alliance Global Partners/A.G.P. (the "Financial Advisor"), settlement of the New Warrant Shares shall occur via "Delivery Versus Payment" ("DVP") (i.e., on the Closing Date, the Company shall issue the New Warrant Shares registered in the Holder's name and address provided to the Company in writing and released by the Transfer Agent directly to the account(s) at the Financial Advisor identified by the Holder; upon receipt of such New Warrant Shares, the Financial Advisor shall promptly electronically deliver such New Warrant Shares to the Holder, and payment therefor shall concurrently be made to the Company by the Financial Advisor (or its clearing firm) by wire transfer to the Company).

Sincerely yours,

THERIVA BIOLOGICS, INC.

By: ______________________________

Name: Steven A. Shallcross

Title: Chief Executive Officer and Chief Financial Officer

[Holder Signature Page Follows]

Accepted and Agreed to:

Name of Holder: ____

Signature of Authorized Signatory of Holder: ____

Name of Authorized Signatory: ____

Title of Authorized Signatory: ____

Number of Existing Common Warrants: ____________________________

Aggregate Exercise Price of Existing Common Warrants being exercised contemporaneously with signing this Inducement Agreement: $____

Existing Common Warrants Beneficial Ownership Blocker: ¨ 4.99% or ¨ 9.99%

New Warrants:

New Warrants Beneficial Ownership Blocker: ¨ 4.99% or ¨ 9.99%

DTC Instructions: ____

[Holder Signature Page]

Annex A

Representations, Warranties and Covenants of the Company. The Company hereby makes the following representations and warranties to the Holder:

a) Subsidiaries. All of the direct and indirect subsidiaries of the Company are set forth on the SEC Reports (as defined below). The Company owns, directly or indirectly, all of the capital stock or other equity interests of each subsidiary free and clear of any liens, and all of the issued and outstanding shares of capital stock of each subsidiary are validly issued and are fully paid, non-assessable and free of preemptive and similar rights to subscribe for or purchase securities.

b) SEC Reports. The Company has filed all reports, schedules, forms, statements and other documents required to be filed by the Company under the Exchange Act, including pursuant to Section 13(a) or 15(d) thereof, for the two years preceding the date hereof (or such shorter period as the Company was required by law or regulation to file such material) (the foregoing materials, including the exhibits thereto and documents incorporated by reference therein "SEC Reports"). As of their respective dates, the SEC Reports complied in all material respects with the requirements of the Exchange Act and none of the SEC Reports, when filed, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading except as otherwise noted in a subsequent SEC Report. The Company has never been an issuer subject to Rule 144(i) under the Securities Act.

c) Authorization; Enforcement. The Company has the requisite corporate power and authority to enter into and to consummate the transactions contemplated by this Inducement Agreement and otherwise to carry out its obligations hereunder. The execution and delivery of this Inducement Agreement by the Company and the consummation by the Company of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Company and no further action is required by the Company, its board of directors or its stockholders in connection herewith other than the stockholder vote required to exercise the New Warrants. This Inducement Agreement has been duly executed by the Company and, when delivered in accordance with the terms hereof, will constitute the valid and binding obligation of the Company enforceable against the Company in accordance with its terms, except (i) as limited by general equitable principles and applicable bankruptcy, insolvency, reorganization, moratorium and other laws of general application affecting enforcement of creditors' rights generally, (ii) as limited by laws relating to the availability of specific performance, injunctive relief or other equitable remedies and (iii) insofar as indemnification and contribution provisions may be limited by applicable law.

d) No Conflicts. The execution, delivery and performance of this Inducement Agreement by the Company and the consummation by the Company of the transactions contemplated hereby do not and will not: (i) conflict with or violate any provision of the Company's certificate or articles of incorporation, bylaws or other organizational or charter documents; or (ii) conflict with, or constitute a default (or an event that with notice or lapse of time or both would become a default) under, result in the creation of any liens, claims, security interests, other encumbrances or defects upon any of the properties or assets of the Company in connection with, or give to others any rights of termination, amendment, acceleration or cancellation (with or without notice, lapse of time or both) of, any material agreement, credit facility, debt or other material instrument (evidencing Company debt or otherwise) or other material understanding to which such Company is a party or by which any property or asset of the Company is bound or affected; or (iii) conflict with or result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations), or by which any property or asset of the Company is bound or affected, except, in the case of each of clauses (ii) and (iii), such as could not have or reasonably be expected to result in a material adverse effect upon the business, prospects, properties, operations, condition (financial or otherwise) or results of operations of the Company, taken as a whole, or in its ability to perform its obligations under this Inducement Agreement.

e) Registration Obligations. As soon as reasonably practicable (and in any event within 30 calendar days of the date of this Inducement Agreement), the Company shall file a registration statement on Form S-3 (or other appropriate form, including on Form S-1, if the Company is not then S-3 eligible) providing for the resale of the New Warrant Shares by the holders of the New Warrants (the "Resale Registration Statement"). The Company shall use commercially reasonable efforts to cause the Resale Registration Statement to become effective within sixty (60) calendar days following the date hereof (or within 90 calendar days following the date hereof in case of a review of such registration statement by the Commission), provided, however, that if the Commission is closed for operations due to a government shutdown, the applicable deadline for the Resale Registration Statement becoming effective shall be extended by the same amount of days that the Commission remains closed for operations, and to keep the Resale Registration Statement effective at all times until no holder of the New Warrants owns any New Warrants or New Warrant Shares.

f) Trading Market. The transactions contemplated under this Inducement Agreement comply with all the rules and regulations of NYSE American it being understood that the NYSE American will not approve the issuance of the New Warrant Shares until after the shareholder meeting approving their exercise.

g) Filings, Consents and Approvals. The Company is not required to obtain any consent, waiver, authorization or order of, give any notice to, or make any filing or registration with, any court or other federal, state, local or other governmental authority or other Person in connection with the execution, delivery and performance by the Company of this Inducement Agreement, other than: (i) the filings required pursuant to this Inducement Agreement; (ii) application(s) or notice to each applicable Trading Market for the listing of the New Warrants and New Warrant Shares for trading thereon in the time and manner required thereby, and (iii) the filing of form D with the Commission and such filings as are required to be made under applicable state securities laws.

h) Listing of Common Stock. The Company agrees that if the Company applies to have the Common Stock traded on any other Trading Market, it will then include in such application all of the New Warrant Shares, and will take such other action as is necessary to cause all of the New Warrant Shares to be listed or quoted on such other Trading Market as promptly as possible. The Company will then take all action reasonably necessary to continue the listing and trading of its Common Stock on a Trading Market and will comply in all respects with the Company's reporting, filing and other obligations under the bylaws or rules of the Trading Market. The Company agrees to maintain the eligibility of the Common Stock for electronic transfer through the Depository Trust Company or another established clearing corporation, including, without limitation, by timely payment of fees to the Depository Trust Company or such other established clearing corporation in connection with such electronic transfer.

i) Subsequent Equity Sales.

a. From the Closing Date until forty-five (45) days after, the Company shall not (A) issue, enter into any agreement to issue or announce the issuance or proposed issuance of any Common Stock or Common Stock Equivalents or (B) file any registration statement or any amendment or supplement to any existing registration statement (other than the filing of (x) the Resale Registration Statement referred to herein, (y) any prospectus or prospectus supplement, or (z) a registration statement on Form S-8 in connection with any employee benefit plan); *provided*, however, the Company may (i) enter into this Inducement Agreement and any other inducement agreement entered into by other holders of Existing Common Warrants with respect to the Inducement Offer being made herein and (ii) may file any registration statement or prospectus supplement, and make any sales, as explicitly permitted in this Inducement Agreement; and

b. From the date hereof until ninety (90 days) following the Closing Date, the Company shall be prohibited from effecting or entering into an agreement to effect any issuance by the Company nor any Subsidiary of Common Stock or Common Stock Equivalents (or a combination of units thereof) involving a Variable Rate Transaction. "Variable Rate Transaction" means a transaction in which the Company (i) issues or sells any debt or equity securities that are convertible into, exchangeable or exercisable for, or include the right to receive, additional shares of Common Stock either (A) at a conversion price, exercise price or exchange rate or other price that is based upon, and/or varies with, the trading prices of or quotations for the shares of Common Stock at any time after the initial issuance of such debt or equity securities or (B) with a conversion, exercise or exchange price that is subject to being reset at some future date after the initial issuance of such debt or equity security or upon the occurrence of specified or contingent events directly or indirectly related to the business of the Company or the market for the Common Stock or (ii) enters into, or effects a transaction under, any agreement, including, but not limited to, an equity line of credit or an "at-the-market offering", whereby the Company may issue securities at a future determined price, regardless of whether shares pursuant to such agreement have actually been issued and regardless of whether such agreement is subsequently canceled. The Holder shall be entitled to obtain injunctive relief against the Company to preclude any such issuance, which remedy shall be in addition to any right to collect damages.

c. Notwithstanding Section (i)(a) and (i)(b) above, (x) the Company may file a prospectus supplement to the Company's Registration Statement on Form S-3 (Registration No. 333-279077) after the date of this Inducement Agreement, with respect to the Sales Agreement and permit sales under the Sales Agreement to be made beginning five (5) days after Closing. "Sales Agreement" shall be defined as the Company's Sales Agreement dated February 9, 2021 and later amended on May 3, 2021 and May 2, 2024 and (y) this Section (i) shall not apply in respect of an Exempt Issuance. "Exempt Issuance" means the issuance of (a) shares of Common Stock or options to employees, officers or directors of the Company pursuant to any stock or option plan duly adopted for such purpose, by a majority of the non-employee members of the Board of Directors or a majority of the members of a committee of non-employee directors established for such purpose for services rendered to the Company, (b) shares of Common Stock issuable upon the exercise or exchange of or conversion of any securities issued hereunder and/or other securities exercisable or exchangeable for or convertible into Common Stock issued and outstanding on the date of this letter agreement, (c) securities issued pursuant to acquisitions or strategic transactions approved by a majority of the disinterested directors of the Company, provided that such securities are issued as "restricted securities" (as defined in Rule 144) and carry no registration rights that require or permit the filing of any registration statement in connection therewith during the prohibition period in this Section (i), and provided that any such issuance shall only be to a Person (or to the equityholders of a Person) which is, itself or through its subsidiaries, an operating company or an owner of an asset in a business and shall provide to the Company additional benefits in addition to the investment of funds, (d) any securities pursuant to transactions that qualify as "exempt issuances" that are as defined and permitted pursuant to any currently outstanding agreements of the Company. "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.

j) Form D; Blue Sky Filings. If required, the Company agrees to timely file a Form D with respect to the New Warrants and New Warrant Shares as required under Regulation D and to provide a copy thereof, promptly upon request of any Purchaser. The Company shall take such action as the Company shall reasonably determine is necessary in order to obtain an exemption for, or to qualify the New Warrants and New Warrant Shares for, sale to the Holder at Closing under applicable securities or "Blue Sky" laws of the states of the United States, and shall provide evidence of such actions promptly upon request of any Holder.

k) Capitalization. Since the date of the filing of the Company's most recent Quarterly Report on Form 10-Q, except for shares issued pursuant to the Sales Agreement, the Company has not issued any capital stock, other than pursuant to the exercise of employee stock options under the Company's stock option plans, the issuance of shares of Common Stock to employees pursuant to the Company's employee stock purchase plans, and pursuant to the conversion and/or exercise of Common Stock Equivalents outstanding as of the date of the most recently filed periodic report under the Exchange Act. No Person has any right of first refusal, preemptive right, right of participation, or any similar right to participate in the transactions contemplated by the Transaction Documents. Except as a result of the purchase and sale of the Securities and as set forth on the SEC Reports, there are no outstanding options, warrants, scrip rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities, rights or obligations convertible into or exercisable or exchangeable for, or giving any Person any right to subscribe for or acquire, any shares of Common Stock or the capital stock of any Subsidiary, or contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to issue additional shares of Common Stock or Common Stock Equivalents or capital stock of any Subsidiary. The issuance and sale of the Securities will not obligate the Company or any Subsidiary to issue shares of Common Stock or other securities to any Person (other than the Purchasers and the Financial Advisor) and will not result in a right of any holder of Company securities to adjust the exercise, conversion, exchange or reset price under any of such securities. There are no outstanding securities or instruments of the Company or any Subsidiary with any provision that adjusts the exercise, conversion, exchange or reset price of such security or instrument upon an issuance of securities by the Company or any Subsidiary. There are no outstanding securities or instruments of the Company or any Subsidiary that contain any redemption or similar provisions, and there are no contracts, commitments, understandings or arrangements by which the Company or any Subsidiary is or may become bound to redeem a security of the Company or such Subsidiary. Other than as disclosed in the SEC Reports, the Company does not have any stock appreciation rights or "phantom stock" plans or agreements or any similar plan or agreement. All of the outstanding shares of capital stock of the Company are duly authorized, validly issued, fully paid and nonassessable, have been issued in compliance with all applicable federal and state securities laws, and none of such outstanding shares was issued in violation of any preemptive rights or similar rights to subscribe for or purchase securities. No further approval or authorization of any stockholder, the Board of Directors or others is required for the issuance and sale of the Securities. There are no stockholders agreements, voting agreements or other similar agreements with respect to the Company's capital stock to which the Company is a party or, to the knowledge of the Company, between or among any of the Company's stockholders. For purposes hereof, "Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

l) Material Changes; Undisclosed Events, Liabilities or Developments. Since the date of the latest audited financial statements included within the SEC Reports, (i) there has been no event, occurrence or development that has had or that could reasonably be expected to result in a Material Adverse Effect, (ii) the Company has not incurred any liabilities (contingent or otherwise) other than (A) trade payables and accrued expenses incurred in the ordinary course of business consistent with past practice and (B) liabilities not required to be reflected in the Company's financial statements pursuant to GAAP or disclosed in filings made with the Commission, (iii) the Company has not altered its method of accounting, (iv) the Company has not declared or made any dividend or distribution of cash or other property to its stockholders or purchased, redeemed or made any agreements to purchase or redeem any shares of its capital stock and (v) the Company has not issued any equity securities to any officer, director or Affiliate, except pursuant to existing Company stock incentive plans. The Company does not have pending before the Commission any request for confidential treatment of information. Except for the issuance of the Securities contemplated by this Inducement Agreement or as set forth on the SEC Reports, no event, liability, fact, circumstance, occurrence or development has occurred or exists or is reasonably expected to occur or exist with respect to the Company or its Subsidiaries or their respective businesses, prospects, properties, operations, assets or financial condition that would be required to be disclosed by the Company under applicable securities laws at the time this representation is made or deemed made that has not been publicly disclosed at least 1 Trading Day prior to the date that this representation is made. For purposes hereof, "Material Adverse Effect" means (i) a material adverse effect on the legality, validity or enforceability of the Transaction Documents, (ii) a material adverse effect on the results of operations, assets, business, prospects or condition (financial or otherwise) of the Company and the subsidiaries, taken as a whole, or (iii) a material adverse effect on the Company's ability to perform in any material respect on a timely basis its obligations under any Transaction Document.

---

m) Registration Rights. Except as set forth on the SEC Reports, no Person has any right to cause the Company or any subsidiary to effect the registration under the Securities Act, of any securities of the Company or any subsidiary.

n) Listing and Maintenance Requirements. The Common Stock is registered pursuant to Section 12(b) or 12(g) of the Exchange Act, and the Company has taken no action designed to, or which to its knowledge is likely to have the effect of, terminating the registration of the Common Stock under the Exchange Act nor has the Company received any notification that the Commission is contemplating terminating such registration. Except as set forth on the SEC Reports, the Company has not, in the 12 months preceding the date hereof, received notice from any Trading Market on which the Common Stock is or has been listed or quoted to the effect that the Company is not in compliance with the listing or maintenance requirements of such Trading Market. The Company is, and has no reason to believe that it will not in the foreseeable future continue to be, in material compliance with all such listing and maintenance requirements. The Common Stock is currently eligible for electronic transfer through the Depository Trust Company or another established clearing corporation and the Company is current in payment of the fees to the Depository Trust Company (or such other established clearing corporation) in connection with such electronic transfer.

o) Solvency. Based on the consolidated financial condition of the Company, after giving effect to the receipt by the Company of the proceeds from the sale of the Securities hereunder, (i) the fair saleable value of the Company's assets exceeds the amount that will be required to be paid on or in respect of the Company's existing debts and other liabilities (including known contingent liabilities) as they mature, (ii) the Company's assets do not constitute unreasonably small capital to carry on its business as now conducted and as proposed to be conducted including its capital needs taking into account the particular capital requirements of the business conducted by the Company, consolidated and projected capital requirements and capital availability thereof, and (iii) the current cash flow of the Company, together with the proceeds the Company would receive, were it to liquidate all of its assets, after taking into account all anticipated uses of the cash, would be sufficient to pay all amounts on or in respect of its liabilities when such amounts are required to be paid. The Company does not intend to incur debts beyond its ability to pay such debts as they mature (taking into account the timing and amounts of cash to be payable on or in respect of its debt). The Company has no knowledge of any facts or circumstances which lead it to believe that it will file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within one year from the closing of the Inducement Offer. For the purposes hereof, "Indebtedness" means (x) any liabilities for borrowed money or amounts owed in excess of $50,000 (other than trade accounts payable incurred in the ordinary course of business), (y) all guaranties, endorsements and other contingent obligations in respect of indebtedness of others, whether or not the same are or should be reflected in the Company's consolidated balance sheet (or the notes thereto), except guaranties by endorsement of negotiable instruments for deposit or collection or similar transactions in the ordinary course of business; and (z) the present value of any lease payments in excess of $50,000 due under leases required to be capitalized in accordance with GAAP. Neither the Company nor any Subsidiary is in default with respect to any Indebtedness.

p) Stockholder Approval. The Company shall use its reasonable best efforts to call a stockholder meeting within sixty (60) days of the Closing Date for the purpose of obtaining Stockholder Approval, with the recommendation of the Company's Board of Directors that such proposals are approved, and the Company shall solicit proxies from its stockholders in connection therewith in the same manner as all other management proposals in such proxy statement and all management-appointed proxyholders shall vote their proxies in favor of such proposals. If the Company does not obtain Stockholder Approval at the first meeting, the Company shall call a meeting every sixty (60) days thereafter to seek Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

EXHIBIT A

FORM OF NEW COMMON WARRANT

Exhibit 4.1

NEITHER THIS SECURITY NOR THE SECURITIES INTO WHICH THIS SECURITY IS EXERCISABLE HAS BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT WITH A REGISTERED BROKER-DEALER OR OTHER LOAN WITH A FINANCIAL INSTITUTION THAT IS AN "ACCREDITED INVESTOR" AS DEFINED IN RULE 501(A) UNDER THE SECURITIES ACT OR OTHER LOAN SECURED BY SUCH SECURITIES

COMMON STOCK PURCHASE WARRANT

THERIVA BIOLOGICS, INC.

Warrant Shares: ________________	**Issue Date:**

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, _______________ or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the Stockholder Approval Date and upon receipt of approval of the Trading Market in compliance with the applicable rules and regulations of the Trading Market (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on the date that is the five (5) year anniversary of the Stockholder Approval Date (the "Termination Date") but not thereafter, to subscribe for and purchase from Theriva Biologics, Inc., a Nevada corporation (the "Company"), up to [●] shares (as subject to adjustment hereunder, the "Warrant Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock"). The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. Capitalized terms used and not otherwise defined herein shall have the meanings set forth in that certain letter agreement (the "Letter Agreement"), dated October 16, 2025, among the Company, the initial Holder hereof, and the other parties thereto. For purposes of this Warrant:

"Stockholder Approval" means such approval from the stockholders of the Company of the full exercise of the Warrants and the issuance of all of the Warrant Shares upon the exercise thereof, it being understood that no portion of the Warrants may be exercised until such approval from the Company's stockholders is obtained. The Company shall use its reasonable best efforts to obtain all components of the Stockholder Approval. If the Company does not obtain all components of the Stockholder Approval at the first Stockholder Meeting called within sixty (60) days following the Closing Date, the Company shall call a meeting every sixty (60) days thereafter to seek any remaining components of the Stockholder Approval until the earlier of the date on which Stockholder Approval is obtained or the New Warrants are no longer outstanding.

"Stockholder Approval Date" means the date on which Stockholder Approval is received and deemed effective under Nevada law.

Section 2. Exercise

a) Exercise of Warrant. Subject to the terms and conditions hereof, exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form attached hereto as Exhibit A (the "Notice of Exercise"). Within the earlier of (i) one (1) Trading Day and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(d)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer or cashier's check drawn on a United States bank unless the cashless exercise procedure specified in Section 2(c) below is applicable and specified in the attached Notice of Exercise. The Company shall have no obligation to inquire with respect to or otherwise confirm the authenticity of the signature(s) contained on any Notice of Exercise nor the authority of the person executing such Notice of Exercise. No ink-original Notice of Exercise shall be required, nor shall any medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be $0.54, subject to adjustment hereunder (the "Exercise Price").

c) Cashless Exercise. If at the time of exercise hereof there is no effective registration statement registering, or the prospectus contained therein is not available for, the resale of the Warrant Shares by the Holder, then this Warrant may also be exercised, in whole or in part, at such time by means of a "cashless exercise" in which the Holder shall be entitled to receive a number of Warrant Shares equal to the quotient obtained by dividing [(A-B) (X)] by (A), where:

(A) = as applicable: (i) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise if such Notice of Exercise is (1) delivered pursuant to Section 2(a) hereof on a day that is not a Trading Day or (2) delivered pursuant to Section 2(a) hereof on a Trading Day prior to the opening of "regular trading hours" (as defined in Rule 600(b) of Regulation NMS promulgated under the federal securities laws) on such Trading Day, (ii) at the option of the Holder, either (y) the VWAP on the Trading Day immediately preceding the date of the applicable Notice of Exercise or (z) the highest Bid Price of the Common Stock on the principal Trading Market as reported by Bloomberg, L.P. ("Bloomberg") within two (2) hours of the time of Holder's delivery of the Notice of Exercise pursuant to Section 2(a) hereof if such Notice of Exercise is delivered during "regular trading hours" or within two(2) hours thereafter the close of "regular trading hours" on a Trading Day or (iii) the VWAP on the date of the applicable Notice of Exercise if the date of such Notice of Exercise is a Trading Day and such Notice of Exercise is delivered pursuant to Section 2(a) hereof more than two (2) hours after the close of "regular trading hours" on such Trading Day;

(B) = the Exercise Price of this Warrant, as adjusted hereunder; and

(X) = the number of Warrant Shares that would be issuable upon exercise of this Warrant in accordance with the terms of this Warrant if such exercise were by means of a cash exercise rather than a cashless exercise.

"Bid Price" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the bid price of the Common Stock for the time in question (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is not then listed or quoted on a Trading Market and if prices for the Common Stock are then reported on the OTCQB Venture Market ("OTCQB") or the OTCQX Best Market ("OTCQX"), as applicable, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX, as applicable, (c) if the Common Stock is not then listed or quoted for trading on a Trading Market or on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. (based on a Trading Day from 9:30 a.m. (New York City time) to 4:02 p.m. (New York City time)), (b) if the Common Stock is not then listed or quoted on a Trading Market and if prices for the Common Stock are then reported on OTCQB or OTCQX, as applicable, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX, as applicable, (c) if the Common Stock is not then listed or quoted for trading on a Trading Market or on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the Holders of a majority in interest of the Securities then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

If Warrant Shares are issued in such a cashless exercise, the parties acknowledge and agree that in accordance with Section 3(a)(9) of the Securities Act, the holding period of the Warrant Shares being issued may be tacked on to the holding period of this Warrant. The Company agrees not to take any position contrary to this Section 2(c).

d) Mechanics of Exercise

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder's or its designee's balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner-of-sale limitations pursuant to Rule 144 (assuming cashless exercise of the Warrant), and otherwise by physical delivery of a certificate, registered in the Company's share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (A) the earlier of (i) two (2) Trading Days and (ii) the number of days comprising the Standard Settlement Period, in each case after the delivery to the Company of the Notice of Exercise and (B) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company (such date, the "Warrant Share Delivery Date"). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price (other than in the case of a cashless exercise) is received by the Warrant Share Delivery Date. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, provided that payment of the aggregate Exercise Price (other than in the instance of a cashless exercise) is received by the Company by such date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each $1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), $10 per Trading Day (increasing to $20 per Trading Day on the third Trading Day after the Warrant Share Delivery Date) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Company's primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(d)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise by delivering written notice to the Company at any time prior to the delivery of such Warrant Shares (in which case any liquidated damages payable under Section 2(d)(i) shall no longer be payable).

iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(d)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date (other than any such failure that is solely due to any action or inaction by the Holder with respect to such exercise), and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder's brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a "Buy-In"), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder's total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of $11,000 to cover a Buy-In with respect to an attempted exercise of Warrants with an aggregate sale price giving rise to such purchase obligation of $10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder $1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder's right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company's failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form, attached hereto as Exhibit B, duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

e) [RESERVED.]

f) Holder's Additional Exercise Limitations. The Company shall additionally not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(f), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(f) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation, except to the extent the Holder relies on a number of outstanding shares of Common Stock that was provided by the Company. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, and the Company shall have no obligation to verify or confirm the accuracy of such determination and shall have no liability for exercises of the Warrant that are not in compliance with the Beneficial Ownership Limitation, except to the extent the Holder relies on the number of outstanding shares of Common Stock that was provided by the Company. For purposes of this Section 2(f), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written request of a Holder, the Company shall within two (2) Trading Days confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon written notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(f), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(f) shall continue to apply. Any increase in the Beneficial Ownership Limitation will not be effective until the 61st day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(f) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant. If the Warrant is unexercisable as a result of the Holder's Beneficial Ownership Limitation, no alternate consideration is owing to the Holder. For purposes of this Section 2(f), Section 5(l) shall not apply.

Section 3. Certain Adjustments

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant or pursuant to any other Transaction Documents), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time that this Warrant is outstanding the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to all of the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to all of the holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (or any Subsidiary), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of the Company's assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of more than 50% of the outstanding shares of Common Stock of the Company or more than 50% of the aggregate voting power of the outstanding common and preferred stocks of the Company, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of shares of Common Stock or any compulsory share exchange pursuant to which the shares of Common Stock are effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock of the Company or more than 50% of the aggregate voting power of the outstanding common and preferred stocks of the Company (each a "Fundamental Transaction"), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(f) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(f) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. Notwithstanding anything to the contrary, in the event of a Fundamental Transaction, the Company or any Successor Entity (as defined below) shall, at the Holder's option, exercisable at any time concurrently with, or within 30 days after, the consummation of the Fundamental Transaction (or, if later, the date of the public announcement of the applicable Fundamental Transaction), purchase this Warrant from the Holder by paying to the Holder, as described below, an amount of consideration equal to the Black Scholes Value (as defined below) of the remaining unexercised portion of this Warrant on the date of the consummation of such Fundamental Transaction, provided, however, that, if the Fundamental Transaction is not within the Company's control, including not approved by the Company's Board of Directors, the Holder shall only be entitled to receive from the Company or any Successor Entity, the same type or form of consideration (and in the same proportion), valued at the Black Scholes Value of the unexercised portion of this Warrant, that is being offered and paid to the holders of Common Stock of the Company in connection with the Fundamental Transaction, whether that consideration be in the form of cash, stock or any combination thereof, or whether the holders of Common Stock are given the choice to receive from among alternative forms of consideration in connection with the Fundamental Transaction; provided further, that if holders of Common Stock of the Company are not offered or paid any consideration in such Fundamental Transaction, such holders of Common Stock will be deemed to have received shares of the Successor Entity (which Successor Entity may be the Company following such Fundamental Transaction) in such Fundamental Transaction. "Black Scholes Value" means the value of this Warrant based on the Black-Scholes Option Pricing Model obtained from the "OV" function on Bloomberg determined as of the day of consummation of the applicable Fundamental Transaction for pricing purposes and reflecting (A) a risk-free interest rate corresponding to the U.S. Treasury rate for a period equal to the time between the date of the public announcement of the applicable contemplated Fundamental Transaction and the Termination Date, (B) an expected volatility equal to 100 day volatility obtained from the HVT function on Bloomberg (determined utilizing a 365-day annualization factor) as of the Trading Day immediately following the public announcement of the applicable Fundamental Transaction, (C) the underlying price per share used in such calculation shall be the sum of the price per share being offered in cash, if any, plus the value of any non-cash consideration, if any, being offered in such Fundamental Transaction, and ending on the Trading Day of the Holder's request pursuant to this Section 3(d), (D) a remaining option time equal to the time between the date of the public announcement of the applicable Fundamental Transaction and the Termination Date, and (E) a zero cost of borrow. The payment of the Black Scholes Value will be made by wire transfer of immediately available funds (or such other consideration) within five Business Days of the Holder's election (or, if later, on the effective date of the Fundamental Transaction). The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Company under this Warrant and the other Transaction Documents in accordance with the provisions of this Section 3(d) pursuant to written agreements in form and substance reasonably satisfactory to the Holder prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant and the other Transaction Documents referring to the "Company" shall refer instead to the Successor Entity), and may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant and the other Transaction Documents with the same effect as if such Successor Entity had been named as the Company herein.

e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Notice to Holder

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment; provided, however, that the Company may satisfy this notice requirement in this Section 3(f) by filing such notice with the Commission pursuant to a Current Report on Form 8-K, Quarterly Report on Form 10-Q or Annual Report on Form 10-K.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock other than a stock split, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 4 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Company's subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

g) Voluntary Adjustment by Company. Subject to the rules and regulations of the Trading Market, the Company may at any time during the term of this Warrant, subject to the prior written consent of the Holder, reduce the then current Exercise Price to any amount and for any period of time deemed appropriate by the board of directors of the Company.

Section 4. Transfer of Warrant

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof and to the provisions of Annex A of the Letter Agreement, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment, and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers an assignment form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued.

b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant is not (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, comply with the provisions of Annex A of the Letter Agreement.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempt under the Securities Act.

Section 5. Miscellaneous

a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3. Without limiting the rights of a Holder to receive Warrant Shares on a "cashless exercise" as permitted in Section 2(c), and to receive the cash payments contemplated pursuant to Section 2(d)(i) and Section 2(d)(iv), in no event will the Company be required to net cash settle an exercise of this Warrant.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

d) Authorized Shares. The Company covenants that, at all times during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment (it being understood that this Warrant shall not in any case prevent the Company from effecting any such amendment, reorganization, transfer, consolidation, merger, dissolution, issuance or sale). Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action, which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Jurisdiction. All questions concerning the construction, validity, enforcement and interpretation of this Warrant shall be determined in accordance with the provisions of the Letter Agreement.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, and the Holder does not utilize cashless exercise, will have restrictions upon resale imposed by state and federal securities laws.

g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date. Without limiting any other provision of this Warrant or the Letter Agreement, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any notice, request or other document required or permitted to be given or delivered to the Holder by the Company shall be delivered in accordance with the notice provisions of the Letter Agreement.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

****

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

THERIVA BIOLOGICS, INC.

By: ______________________________
Name:
Title:

[SIGNATURE PAGE TO COMMON STOCK PURCHASE WARRANT OF THERIVA BIOLOGICS, INC.]

EXHIBIT A

NOTICE OF EXERCISE

TO: **THERIVA BIOLOGICS, INC.**

(1) The undersigned hereby elects to purchase ________ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (check applicable box):

¨ in lawful money of the United States; or

¨ if permitted the cancellation of such number of Warrant Shares as is necessary, in accordance with the formula set forth in subsection 2(c), to exercise this Warrant with respect to the maximum number of Warrant Shares purchasable pursuant to the cashless exercise procedure set forth in subsection 2(c).

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

____

The Warrant Shares shall be delivered to the following DWAC Account Number:

____

____

____

[SIGNATURE OF HOLDER]

Name of Investing Entity: ____

Signature of Authorized Signatory of Investing Entity: _________________________

Name of Authorized Signatory: ____________________________________

Title of Authorized Signatory: _____________________________________

Date: ____

EXHIBIT B

ASSIGNMENT FORM

(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: ______________________________
(Please Print)

Address: ______________________________
(Please Print)

Phone Number: ______________________________

Email Address: ______________________________

Dated: ___________________, ______

Holder's Signature: ______________________________

Holder's Address: ______________________________

Exhibit 99.1

Theriva™ Biologics Announces a Warrant Inducement Transaction for $4.0 Million in Gross Proceeds

ROCKVILLE, Md., October 16, 2025 (GLOBE NEWSWIRE) -- Theriva™ Biologics (NYSE American: TOVX), ("Theriva" or the "Company"), a diversified clinical-stage company developing therapeutics designed to treat cancer and related diseases in areas of high unmet need, today announced its entry into a warrant inducement agreement with existing institutional investors of the Company for the immediate exercise of warrants to purchase up to 7,360,460 of common stock (the "Existing Warrants") at a reduced exercise price of $0.54 per share for gross cash proceeds of approximately $4.0 million before deducting fees and other transaction expenses. The offer to exercise will remain open until 11:30 AM ET for up to an additional $0.4 million in gross proceeds. The Company intends to use the net proceeds from the warrant inducement transaction for working capital and other general corporate purposes.

In consideration for the immediate exercise in full of the Existing Warrants, the investors will receive, in a private placement, new unregistered warrants to purchase up to an aggregate of 14,720,920 of common stock shares (the "New Warrants"). The New Warrants will have an exercise price of $0.54 per share and, will be initially exercisable on the date that stockholder approval of the exercise of the New Warrants is obtained (the "Approval Date") and will expire five (5) years following the Approval Date. The closing of the warrant inducement transaction is expected to occur on or about October 17, 2025, subject to satisfaction of customary closing conditions.

A.G.P./Alliance Global Partners acted as the exclusive financial advisor in connection with the transaction.

The New Warrants described above were offered in a private placement pursuant to an applicable exemption from the registration requirements of the Securities Act and, along with the common stock issuable upon their exercise, have not been registered under the Securities Act, and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission (the "SEC") or an applicable exemption from such registration requirements. The securities were offered only to accredited investors. The Company has agreed to file a registration statement with the SEC covering the resale of common stock issuable upon exercise of the New Warrants.

This press release shall not constitute an offer to sell or a solicitation of an offer to buy these securities, nor shall there be any sale of these securities in any state or jurisdiction in which such an offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such state or jurisdiction.

About Theriva™ Biologics, Inc.

Theriva™ Biologics (NYSE American: TOVX), is a diversified clinical-stage company developing therapeutics designed to treat cancer and related diseases in areas of high unmet need. The Company's subsidiary Theriva Biologics, S.L. , has been developing a new oncolytic adenovirus platform designed for intravenous (IV), intravitreal and antitumoral delivery to trigger tumor cell death, improve access of co-administered cancer therapies to the tumor, and promote a robust and sustained anti-tumor response by the patient's immune system. The Company's lead clinical-stage candidates are: (1) VCN-01 (zabilugene almadenorepvec), an oncolytic adenovirus designed to replicate selectively and aggressively within tumor cells, and to degrade the tumor stroma barrier that serves as a significant physical and immunosuppressive barrier to cancer treatment; (2) SYN-004 (ribaxamase) which is designed to degrade certain commonly used IV beta-lactam antibiotics within the gastrointestinal (GI) tract to prevent microbiome damage, thereby limiting overgrowth of pathogenic organisms such as VRE (vancomycin resistant Enterococci) and reducing the incidence and severity of acute graft-versus-host-disease (aGVHD) in allogeneic hematopoietic cell transplant (HCT) recipients); and (3) SYN-020, a recombinant oral formulation of the enzyme intestinal alkaline phosphatase (IAP) produced under cGMP conditions and intended to treat both local GI and systemic diseases. For more information, please visit Theriva's website at www.therivabio.com.

Forward-Looking Statements

This release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. In some cases forward-looking statements can be identified by terminology such as “may,” “should,” “potential,” “continue,” “expects,” “anticipates,” “intends,” “plans,” “believes,” “estimates,” and similar expressions, and include statements regarding the intended use of proceeds from the warrant inducement transaction, the anticipated closing of the warrant inducement transaction, the potential of VCN-12 to significantly improve antitumor effects; the feasibility of VCN-01 intracranial administration for the potential treatment of brain tumors; and the further development of VCN-01 as a therapeutic option for patients with brain tumors .These forward-looking statements are based on management’s expectations and assumptions as of the date of this press release and are subject to a number of risks and uncertainties, many of which are difficult to predict that could cause actual results to differ materially from current expectations and assumptions from those set forth or implied by any forward-looking statements. Important factors that could cause actual results to differ materially from current expectations include, among others, the anticipated closing of the warrant inducement transaction on or about October 17, 2025; the Company’s intended use of the net proceeds from the warrant inducement transaction; the Company’s product candidates, including VCN-01 and VCN-12, demonstrating safety and effectiveness in clinical indications, as well as results that are consistent with prior results; the ability to confirm VCN-12 preclinical data in the clinical setting; the Company’s ability to reach clinical milestones when anticipated including enrolling the expected number of patients in each trial; the ability to complete clinical trials on time and achieve the desired results and benefits; the ability to obtain regulatory approval for commercialization of product candidates or to comply with ongoing regulatory requirements, regulatory limitations relating to the Company’s ability to promote or commercialize their product candidates for the specific indications, acceptance of product candidates in the marketplace and the successful development, marketing or sale of the Company’s products, developments by competitors that render such products obsolete or non-competitive, the Company’s ability to maintain license agreements, the continued maintenance and growth of the Company’s patent estate, the ability to continue to remain well financed, and other factors described in the Company’s Annual Report on Form 10-K for the year ended December 31, 2024 and its other filings with the SEC, including subsequent periodic reports on Forms 10-Q and current reports on Form 8-K. The information in this release is provided only as of the date of this release, and Theriva undertakes no obligation to update any forward-looking statements contained in this release on account of new information, future events, or otherwise, except as required by law.

Investor Relations:
Kevin Gardner
LifeSci Advisors, LLC
kgardner@lifesciadvisors.com
617-283-2856